

5589/2023

5728/2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AC 847110

7.30 P.M.
18/04/23

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Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part this Document.

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

২/১৭/২৩

25 APR 2023

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DEVELOPMENT AGREEMENT WITH RELATED DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT made this the 17th day of April, Two Thousand and Twenty-Three

Visal Cases No. 1462 18/4

J (1)-	250
J (2)-	150
Total	400

1

ARA-IV

36531

18 AUG 2021

No.....R..- **50/-** - Date..... **DEBJYOTI GHOSH**
 Name:..... **ADVOCATE**
 Address:..... **SEALDAH CIVIL COURT**
 Vendor:..... **ROOM NO -411 (4TH FLOOR)**
KOLKATA-700 014

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
 Alipur Police Court, Kol-27

Srijal Surya Sarkar



3078

Identified by me
 Registrar
 Alipur Police Court, Kolkata

Srijal Surya Sarkar



3079

Rajen Kumar Ghosh



3080

Identified by me
 Melipha Ghosh
 A/o Late Jayanta Kr. Ghosh
 Advocate
 SealDAH Civil Court
 Kolkata-700014

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
 18 APR 2023



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



192023240018483188

GRN Details

GRN:	192023240018483188	Payment Mode:	SBI Epay
GRN Date:	18/04/2023 12:29:35	Bank/Gateway:	SBIePay Payment Gateway
BRN :	3211866692715	BRN Date:	18/04/2023 12:30:17
Gateway Ref ID:	0650310927	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	180420232001848317	Payment Init. Date:	18/04/2023 12:29:35
Payment Status:	Successful	Payment Ref. No:	2000949528/2/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr RAM NARESH AGARWAL
Address:	36/1A SRIJAN HOUSE, ELGIN ROAD KOLKATA : 700020
Mobile:	9903035858
EMail:	nikunjsaraf@srijanrealty.in
Period From (dd/mm/yyyy):	18/04/2023
Period To (dd/mm/yyyy):	18/04/2023
Payment Ref ID:	2000949528/2/2023
Dept Ref ID/DRN:	2000949528/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000949528/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	75070
2	2000949528/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	28
			Total	75098

IN WORDS: SEVENTY FIVE THOUSAND NINETY EIGHT ONLY.

PAID

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT
5720 S. UNIVERSITY AVE.
CHICAGO, ILL. 60637

Dear _____:

I am pleased to inform you that your application for admission to the Ph.D. program in Physics for the fall semester of 19____ has been accepted. You will be joining a group of excellent students and faculty members who are dedicated to the advancement of knowledge in the field of physics.

Your undergraduate work at _____ was impressive, and your research experience in _____ was particularly noteworthy. We are confident that you will make significant contributions to our department during your graduate studies.

Your admission is contingent upon the receipt of a letter of recommendation from your advisor at _____ and the completion of the necessary financial arrangements. Please contact the Graduate Office at _____ for more information regarding the admission process.

We look forward to welcoming you to the University of Chicago and to working with you on your research. If you have any questions, please do not hesitate to contact me at _____.

BETWEEN

M/S SWAN ENGINEERING COMPANY (PAN: AAUFS2310P), a Partnership firm formed under the provisions of Indian Partnership Act, 1932 having its Registered Office at 36/1A, Elgin Road, P.S Bhowanipore, P.O Lala Lajpat Rai Sarani, Kolkata - 700 020 represented by its Authorised Signatory **Sri Rajeev Kumar Agarwal** (PAN: ACZPA3867G, Aadhar: 5167 4337 1960), Nationality: Indian, Occupation: Service, son of Shri Chandi Prasad Agarwal, working for gain at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S. Bhawanipore, Kolkata 700020 hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successors and/or successors-in-interest and/or assigns) of the **ONE PART**

AND

SRIJAN RESIDENCY LLP. (LLPIN: AH2815) (PAN ADEFS1907P) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered Office at 36/1A, Lala Lajpat Rai Sarani (Formerly Elgin Road, Kolkata - 700 020, Police Station: Bhawanipore, Post Office: Lala Lajpat Rai Sarani, represented by represented by **Sri Ujjal Surya Sarkar** (PAN: ALCPS1603G, Aadhar: 3685 5711 9425), son of Late Rabindranath Sarkar, Nationality: Indian, Occupation: Service, working for gain at 36/1A, Elgin Road, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhawanipur, Kolkata- 700020, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-interest and assigns) of the **OTHER PART**.

"Parties" shall mean collectively the Owners; the Developer and the Confirming Party and **"Party"** means each of the Owners and the Developer and the Confirming Parties individually.

WHEREAS: -**1. DEFINITIONS**

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



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2. **AGREED RATIO** shall mean either the ratio of sharing distributable revenues arising from sale of sellable areas in the Project or allotment of sellable areas between the Owners of the one part and the Developer of the other part which has been determined to be 20% (twenty per cent) to the Owner and 80%(Eighty per cent) to the Developer.

3. **ARCHITECT** - shall mean any such person or persons who may be appointed by the Developer in consultation with the owners as the Architect for the Complex..

4. **ASSOCIATION** - shall mean an Association formed under the West Bengal Apartment Ownership Act 1972 or a company incorporated under the Companies Act, 1956 formed by the Developer for the Common Purposes having such by-laws, rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained for maintenance and /or management of the Complex.

5. **APEX BODY/FEDERATION**- shall mean the collective representative body of two or more individual Associations in any Building Complex formed under the West Bengal Apartment Ownership Act or under any other law and/or any other legal entity under whose superintendence each of the individual associations shall exist.

6. **BUILDINGS** - shall mean the Bungalows/Row Houses, multi-storied buildings having residential apartments and commercial units in the Complex/ Project to be constructed, erected and completed in accordance with the Sanctioned Building Plan/ Building permit on the said land.

7. **CAR /TWO WHEELER PARKING SPACE** - shall mean all the spaces, whether open or covered or mechanical multi-level, of the Complex expressed or intended to be reserved for parking of motor cars/two wheelers.



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

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

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

11. **COMPLETION NOTICE** - shall mean the possession notice to buyers after grant of Completion Certificate.



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Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19042000949528/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri Rajeev Kumar Agarwal 36/1A, Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020	Representative of Land Lord [SWAN ENGINEERING CO]		3079 	 18/04/2023
2	Mr Ujjal Surya Sarkar BB-36 Sector-1, City:- , P.O:- Punjab National Bank, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064	Representative of Developer [SRIJAN RESIDENCY LLP]		3078 	 18/4/2023
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr DEBJYOTI GHOSH Son of Late JAYANTA KUMAR GHOSH 1, BELIAGHATA MAIN ROAD, City:- , P.O:- BELIAGHATA, P.S:-Entaly, District:- South 24-Parganas, West Bengal, India, PIN:- 700014	Shri Rajeev Kumar Agarwal, Mr Ujjal Surya Sarkar		3080 	 18/4/2023

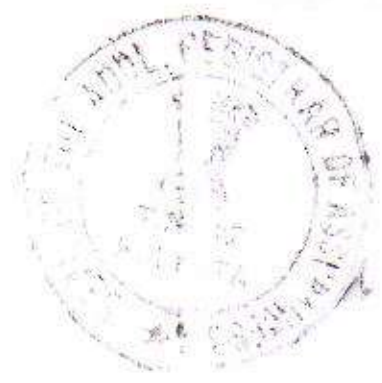
Handwritten notes, possibly a name or date, written vertically in cursive.



Handwritten notes, possibly a name or date, written vertically in cursive.

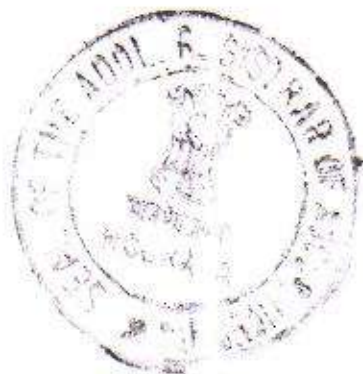


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(Mohul Mukhopadhyay)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal





12. COMPLEX/ PROJECT - shall mean the residential cum commercial and/or mixed use building Complex comprising one or more phases with open areas to be constructed, erected and completed by the Developer in accordance with the Plan and would also include the adjoining area and/or adjoining land or added area which only and exclusively the Developer may permit to be a part of the Complex whomsoever such adjoining area and /or adjoining land may belong and all parties to these presents give their acceptance and consent to the above. .

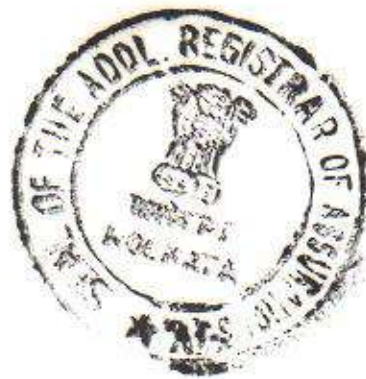
13. CONSENTS shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings.

14. DISTRIBUTABLE REVENUE

Shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Purchasers for (a) transfer of the Unit(s) and proportional undivided interest in the Land to Intending Purchasers; (b) transfer of exclusive two-wheeler and car park areas/ spaces; (c) Floor rise escalation (d) PLC, (e) transfer of proportionate Common Areas and facilities; (f) leasing/ licensing/ renting of Unit(s) in the Project which are not transferred on outright sale basis and (g) Cancellation Charges; but shall not include:

- (i) any GST or any other present or future taxes/cess;
- (ii) any electricity/ water or any other utility deposits;
- (iii) any moneys collected/ received from the Purchasers for providing facilities/ utilities including electricity, DG, legal charges etc;
- (iv) maintenance charges, contribution to corpus fund, legal charges, stamp duty, registration fee, society membership fee
- (v) any grants and/or subsidies to be received for or in connection or in relation with the development work.

15. DEPOSITS/EXTRA CHARGES/TAXES (EDC) - shall mean the amounts specified in the FOURTH SCHEDULE hereunder to be deposited/paid by various intending purchasers with the



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Developer at the end before grant of possession by a separate cheque and to be ultimately made over and/or held by the Association/Apex Body/Holding Organisation and/or Maintenance Company as the case may be .

16. **DEVELOPMENT** - shall mean the Real Estate Project to be implemented by the Developer on the land provided by the owners comprising several Bungalows/Row Houses, multi storied Buildings having residential apartments and/or partly residential and partly commercial building blocks with layout of open spaces, common pathways, landscaped gardens, other amenities and facilities in accordance with the plan to be sanctioned by the Municipal authorities.
17. **DEVELOPER'S ALLOCATION** - shall mean the agreed ratio to which the Developers are entitled to in respect of the total realization from sale of Saleable areas of the Complex to comprise in various Bungalows/Row Houses, flats, apartments and commercial units and any other constructed space in the buildings to be constructed on the Said Premises. Parking revenue will not be shared with the Owner **TOGETHER WITH** the undivided proportionate impartible part or share in the entire project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities more particularly described in the **Second Schedule**.
18. **DEVELOPMENT RIGHTS** shall include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:
- (i) enter upon and take possession of the said land in accordance with this agreement for the purpose of development and construction of the project/ Complex and to remain in such possession until the completion of the project/ Complex;
 - (ii) to demolish any existing structures on the project land;
 - (iii) to put up a sign board at the Project site with brief description of the impending Project to be developed with the Developer's name inscribed therein.
 - (iv) appoint, employ or engage architect, surveyors, engineers,



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contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the project/ Complex;

- (v) to carry out planning, design, all the infrastructure and related work/ constructions for the project/ Complex, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the project/ said land as may be required by any approvals, layout plan, or order of any governmental authority; and to set up site offices, marketing offices and construct model sample Bungalows/ apartments/ units;
- (vi) to launch the project for booking and in conformity with Real Estate (Regulation And Development) Act 2016 receive advances on sale of units in the project from the intending purchasers and to exercise full, exclusive marketing, leasing, licensing and sale rights in respect of the Apartment / Units and related undivided interests in the project land;
- (vii) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing, leasing, licensing or sale of the Bungalows, Apartment and Commercial units.;
- (viii) manage the entire project land and the common areas constructed upon the entire project land till the completion of the project/ complex and transfer/ assign such right of maintenance upon formation of the association/apex body ;
- (ix) apply for and obtain any approvals in the name of owners or wherever required under the applicable laws in the name of the developer, including any temporary connections of water, electricity, drainage and sewerage;
- (x) It is expressly agreed understood and clarified that at any time hereafter the Developer shall be absolutely entitled to enter into any agreement or arrangement with the owners /occupiers /Developer of the adjoining / nearby properties on such term as be agreed by and between the Developer and the Owners /Occupiers /Developers of such adjoining properties. In such event such additional land along with the land comprised in the



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Said Project Property shall increase the scope and ambit of the development herein envisaged which shall stand increased to that extent without in any manner curtailing and/or infringing upon or enhancing /increasing the consideration of the Owner herein , which consideration of the Owner herein shall remain unchanged and the additional constructed areas and other benefits and rights available / allowable to such additional land being available for development shall be shared by and between the Developer and the Owners /Occupiers/ Developer of such adjoining properties and the Land Owner shall have no concern therewith.

19. **ENCUMBRANCE** means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;
20. **ESCROW AGENT** means the person who will be appointed mutually by the Owners and the Developer to hold in his custody the original documents of title during the period of construction and upon completion thereof to hand over the same to the Association/Apex Body
21. **ESCROW AGREEMENT** means the agreement entered into among the Owners, the Developer and the Escrow Agent;
22. **FLOOR AREA RATIO (F.A.R)** - shall mean the ratio between the Total Floor Area on all floors and the Area of the Plot which in the present project would be 2.5.
23. **ADDITIONAL F.A.R** - shall mean the incentive available by way of additional F.A.R upon certification of a Green Building and other infrastructure like the Metro passing nearby.
24. **MARKETING COST** - shall mean all the marketing related costs such as advertisement and promotional expenses of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale of sellable areas.



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25. **OWNERS' ALLOCATION** – shall mean the agreed ratio to which the owners are entitled in respect of the total realization from sale of Saleable areas of the Complex to comprise in various Bungalows/Row Houses, flats, apartments and units and any other constructed space in the buildings to be constructed on the Said Premises save and except Parking revenue will belong solely to the Developer, **TOGETHER WITH** the undivided proportionate impartible part or share in the entire project Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities more particularly described in the **Second Schedule**.
26. **PLAN** –means the building plan which the Developer shall endeavour to get sanctioned by the Maheshtala Municipality or any other sanctioning Authority within 9(nine) months of this Agreement and all subsequent modifications that may be made from time to time and approved/ Sanctioned by the sanctioning authorities..
27. **PHASE**- A phase of a real estate project may consist of a building or a wing of the building and in case of a building with multiple wing each such wing.
28. **PROPORTIONATE OR PROPORTIONATELY** – according to the context shall mean the proportion in which the revenue from the sale of space and/or spaces , as the case may be, shall be shared between the owners and the Developer.
29. **SAID PREMISES** shall mean All That the pieces and parcels of land containing an area of **969 decimal** (equivalent to **29 Bighas 6 Cottahs 3 Chitak 41 Sq,Ft**) be the same a little more or less situate lying at and amalgamated in various R.S and L.R Dags Krishnagar Mouza (J.L No.1) holding No. D5/177 & D5/177A(New) Gangabandh Road, ward no.20, within Maheshtala Municipality under P.S Maheshtala Kolkata -700140 in the District of South 24 Parganas more fully and particularly described in the **First Schedule** hereunder written and shown in the map or plan annexed hereto and verged in "Green" borders



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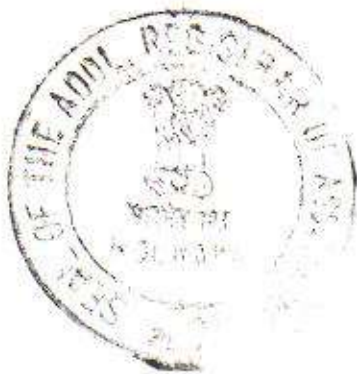
30. **SPECIFICATION** – shall mean the specification for the said Complex/ Project as mentioned in the **FIFTH SCHEDULE** hereunder written subject to minor alterations or modifications with the consent of the Architect.

31. **TITLE DEEDS** – shall mean the documents of title of the Owners in respect of the entire project/ Said Premises mentioned in the **SIXTH SCHEDULE** hereunder written and the documents of title of the Owners as available in respect of the said Land.

32. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.



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- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated. All the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

33. RECITAL

- i) By a Deed of Conveyance dated 27.11.2000 registered in the Office of A.R.A-I, Kolkata, in Book No.I, Volume No.76, Pages 180 to 197, Being No.2094 for the year 2001 the New Standard Engineering Company sold transferred and conveyed All that the land measuring 231 Decimal in R.S/L.R Dag Nos. 382, 383 429 in Mouza Krishnagar (J.L.No.1) South 24 Parganas unto and in favor of Sri Subhash Chandra Ghosh.
- ii) By another Deed of Conveyance dated 27.11.2000 registered in the Office of ARA-I, Kolkata in Book No.I, Volume No.42, Pages 198 to 214 Being No.2095 for the year 2001 the New Standard Engineering Company sold transferred and conveyed All that the land measuring 11.25 Decimal in R.S/L.R Dag Nos. 419 in Mouza Krishnagar (J.L.No.1) South 24 Parganas unto and in favor of Sri Subhash Chandra Ghosh.
- iii) By a Deed of Conveyance dated 27.11.2000 registered in the Office of ARA-I, Kolkata, in Book No.I, Volume No.76, Pages 142 to 159, Being No.2990 for the year 2001 the New Standard Engineering Company sold transferred and conveyed All that the land measuring 231 Decimal in R.S/L.R Dag Nos. 382, 383 429 Mouza Krishnagar (J.L.No.1) South 24 Parganas unto and in favor of Sri Biswanath Singh.
- iv) By another Deed of Conveyance dated 27.11.2000 registered in the Office of A.R.A-I, Kolkata, in Book No.I, Volume No.76, Pages 160 to 177 , Being No.2991 for the year 2001 the New Standard Engineering Company sold transferred and conveyed All that the land measuring 11.25 Decimal in R.S/L.R Dag Nos. 419 in



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Mouza Krishnagar (J.L.No.1) South 24 Parganas unto and in favor of Sri Biswanath Singh.

- v) By a Deed of Conveyance dated 27.11.2000 registered in the Office of ARA-I, Kolkata , in Book No.I, Volume No.76, Pages 264 to 281 , Being No.3452 for the year 2001 the New Standard Engineering Company sold transferred and conveyed All that the land measuring 231 Decimal in R.S/L.R Dag Nos. 382, 383 429 Mouza Krishnagar (J.L.No.1) South 24 Parganas unto and in favor of Sri Buddhadeb Mazumdar.
- vi) By a Deed of Conveyance dated 27.11.2000 registered in the Office of A.R.A-I, Kolkata, in Book No.I, Volume No.76, Pages 282 to 299 , Being No.3453 for the year 2001 the New Standard Engineering Company sold transferred and conveyed All that the land measuring 231 Decimal in R.S/L.R Dag Nos. 382, 383 429 Mouza Krishnagar (J.L.No.1) South 24 Parganas unto and in favor of Sri Ranjit Kumar Ghosh.
- vii) By a Deed of Conveyance dated 27.11.2000 registered in the Office of A.R.A-I, Kolkata, in Book No.I, Volume No.76, Pages 300 to 317 , Being No.3454 for the year 2001 the New Standard Engineering Company sold transferred and conveyed All that the land measuring 11.25 Decimal in R.S/L.R Dag Nos. 419 in Mouza Krishnagar (J.L.No.1) South 24 Parganas unto and in favor of Sri Buddhadeb Mazumdar.
- viii) By a Deed of Conveyance dated 27.11.2000 registered in the Office of A.R.A, Kolkata, in Book No.I, Volume No.76, Pages 370 to 387, Being No.3455 for the year 2001 the New Standard Engineering Company sold transferred and conveyed All that the land measuring 11.25 Decimal in R.S/L.R Dag Nos. 419 in Mouza Krishnagar (J.L.No.1) South 24 Parganas unto and in favor of Sri Ranjit Kumar Ghosh..
- ix) By virtue of the aforesaid Deeds of Conveyance the said Subhash Chandra Ghosh, Biswanath Singh, Buddhadeb Mazumder and Ranjit Kumar Singh became seized and possessed of and/or substantially entitled to ALL that the land



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measuring 924 decimal in R.S/L.R Dag Nos. 382, 383 and 429 and 45 decimal in R.S/L/R Dag No. 419 Of Mouza Krishnagar (J.L. No.1) South 24 Parganas.

- x) The said Subhash Chandra Ghosh, Biswanath Singh, Buddhadeb Mazumder and Ranjit Kumar Singh executed and registered a Deed of Partnership dated in the Office of A.R.A-III in Book No.IV, Volume No.41,Pages 47 to 72, Being No.2368 of 2001 in the name and style of "SWAN ENGINEERING CO." wherein the Partners vested the entire land measuring 969 decimal(equivalent to 29 Bighas 6 Cottahs 3 Chitak 41 Sq,Ft) be the same a little more or less situate lying at and amalgamated in various R.S and L.R Dags Krishnagar Mouza (J.L No.1) holding No. D5/177 & D5/177A(New) Gangabandh Road, ward no.20, within Maheshtala Municipality under P.S Maheshtala Kolkata - 700140 in the District of South 24 Parganas referred to as the SAID PREMISES more fully and particularly described in the **First Schedule** hereunder written
- xi) The said Partnership was reconstituted time to time . By a Deed of reconstitution dated 29th September 2022 registered in the Office of DSR-II in Book No.IV, Volume No.1602-2022 Pages 3756 to 3789, Being No160200228 for the year 2022 , the partnership was lastly reconstituted by virtue whereof the present partners namely M/S Srijan Residency LLP, Sri Ram Naresh Agarwal and Sri Karan Agarwal are the present Partners.

NOW THEREFORE, in consideration of the, terms, conditions, covenants, stipulations set forth in this Development agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties with the intent to be legally bound this Development agreement witnesseth and it is hereby agreed by and between the parties as follows:

34. OWNER'S REPRESENTATION



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At or before entering into this Agreement the Owners and each one of them have assured and covenanted with the Developer as follows:

- i) The Owners possess a clear, marketable, unfettered, absolute and unrestricted right, title and interest over the said property and are seized and possessed of and well and sufficiently entitled to the Said premises which is properly identified by metes and bounds.;
- ii) The Owners shall at their own costs and expenses makeout marketable title, free from all encumbrances and further hand over vacant and peaceful possession of the said premises at or before the execution and registration of the Development Agreement for the purpose of development.
- iii) The Owners have full right, power and authority to enter into this Agreement.
- iv) The owners have got the said premises mutated and amalgamated as per the requirement of the Municipal Authorities for the purpose of the Development of the Complex.
- v) The Owners have already constructed boundary wall along the periphery of the said Premises and in case there are any unbounded portion such shall also be walled by the Owners at their costs and expenses.
- vi) Within 6 months from the execution of this Agreement if required, the Owners shall level the said lands till road level or upto a height of one feet above the highest flood level, whichever is higher, at their cost and expenses.
- vii) No suits and/or proceedings and/or litigations is pending in respect of the said Premises or any part thereof and the said Premises is not involved in any civil, criminal or arbitration proceedings and in case of any litigation related to the title of the Owners arising the Owners shall be responsible for dealing with the same and shall bear all costs in that respect.



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- viii) The Owners have made all material disclosures in respect of the Said Premises and have provided all information in relation to the transactions contemplated herein and agree to deposit original title deeds in the custody of the Escrow Agent , to be held in Escrow in terms of the Escrow Agreement and after formation of the Association/Apex Body, hand over the documents to the Association of Apartment owners. For the purpose of due diligence by the Developer if any further documents are required, the Owners undertake to provide the same, if available.
- ix) The Owners have not entered into any MOU, Term Sheet, Agreement for sale or transfer or development or lease etc. in respect of the said premises or any part thereof.
- x) None of the plots within the said premises either wholly or partly affected by vesting under the Urban Land (Ceiling and Regulation) Act 1976.
- xi) There are no structures on the Said Premises which are recorded as 'Heritage' Property.
- xii) There are no thikka tenants nor any person claiming to be a thikka tenant of any part or portion of the said premises.
- xiii) The said premises or any part thereof is, not affected by any requisition or acquisition of the Govt. or any other statutory body such as the WBHIDCO, WB Housing Board, PWD or National Highway Authority of India and the said land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.
- xiv) There are no prohibition orders, notices of any nature whatsoever of any Municipal Authority or Statutory Body concerning or relating to or involving the Said Premises or the Owners pertaining to the Said Premises
- xv) There is no outstanding property taxes, khazna, rates, duties, cess, levies etc under any applicable Law, Revenue or any other Authority or department of the State or Central Government., However, if at any stage any demand/notice is received from the Municipal Corporation for the period prior to



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signing of this agreement the same shall be borne/settled solely by the Owners with the co-operation of the Developer.

- xvi) The Owners hereby give their consent to the Developer to publish appropriate notices of the development of the Project land in the leading newspapers at its cost and expenses,
- xvii) The Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever;
- xviii) Owners represent and confirm that ingress/ access to and egress from the Said Premises is unconditionally and absolutely available for all purposes from the main road and the Owners have not entered into any arrangement or agreement of any nature with any Person/ third party which in any manner restricts the access/ egress to the Said Property from the road and may give rise to any dispute for access.
- xix) There is no legal bar or impediment in the Owners granting the right of development in respect of the said Project Land unto and in favour of the Developer.
- xx) The Owners are in absolute compliance of the Applicable Laws, statutes, land ceiling laws, regulations, ordinances, rules, judgments, notifications, court - order, decree, government approval, mandatory directive, guideline, other governmental restriction including rules and regulations prescribed by the Kolkata Improvement Trust (KIT) as well as the Land Use & Control Development Plan of the KMDA relating to Maheshtala Municipality, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the date of this Agreement;

Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to enter into this agreement and to part with the amounts as hereinafter stated. It is hereby made expressly clear that in the event of there being any defect in title, it shall be the obligation and responsibility of the Owners to remedy and/or cure the same at their own cost and shall keep the Developer and its Directors and Officers and each one of them saved



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harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

35. DEVELOPER'S REPRESENTATION:

- i) That it has prima facie satisfied itself as to the Title of the Owners as narrated and as per the documents provided by the Owners.
- ii) That the Developer has inspected the site and has acquainted itself about the Said Premises which is presently vacant.
- iii) Satisfied itself as to the location of the said Project Property
- iv) Assured the Owners that they have adequate financial resources and an experienced professional team at their command to undertake the development of the said Premises.
- v) That it shall make its best endeavor to achieve optimum FAR utilisation with incremental benefit resulting from Services and the Metro railway passing by near the vicinity of the said premises or as a result of any Green Building norms/certifications and if the Owners are interested in availing/purchasing such extra FAR, then the Owners shall bear all statutory cost and incidental expenses of obtaining such extra/additional FAR and the revenue from its sale shall be shared between the Owners and the Developer in the agreed ratio.
- vi) That it shall develop the entire project at its costs and be solely liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans , obtaining all permissions from the competent authorities and clearances and NOC from Fire, Pollution and Environment departments, etc. Providing insurance during the entire period of construction and warranty and defect liability for at least five (5) years from the statutory completion certificate for the respective blocks.
- vii) That the Developer shall comply with the sanctioned plan and all the terms and conditions and consents, licenses, permits, approvals NOCs, provisional NOCs, recommendations, etc. obtained or may be obtained from time to time including renewals and / or revalidation thereof, in the name of the Owners for the development of the said Project/ Complex;



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- viii) That the Developer shall make timely payments of all taxes, Khajana outgoings, cesses, duties, levies and charges and all applicable statutory dues as per applicable law from time to time payable by the Developer for the development of the said premises as per the terms and conditions of this Agreement from the date hereof;

36. COMMENCEMENT:

- i) This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 1st day of April 2021 (hereinafter referred to as the COMMENCEMENT DATE).
- ii) Unless terminated in the manner as hereinafter appearing this agreement shall remain in full force and effect until such time the said Building Project intended to be undertaken in terms of this agreement is fully completed in all respects.

37. STRUCTURING OF THE PROJECT:

- i) The Developer shall take necessary steps for obtaining registration and/or approval of the Project under the West Bengal Housing Industry Regulation Act 2017 and/or any other applicable real estate law for the time being in force and shall comply with all provisions thereof and make payment of all costs charges expenses outgoings and fees which may be required to be paid. The Owners has agreed to render all co-operation and assistance IT BEING made expressly clear that the the Owners shall remain liable and responsible for timely compliance of their obligations and liabilities as Owners under the new Real Estate Law and to answer and/or satisfy all queries, question, requisitions which may be required to be answered.
- ii) The Developer shall appoint all engineers, staff, labourcontractors etc., at its own costs and risks without any obligations or liability upon the Owners and shall also appoint the Architect, Consultants & Surveyors of the Project.
- iii) The Developer will construct the Building Complex in one or more phases as decided by it.



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- iv) The Developer shall prepare and bear all the costs, charges, fees and expenses incidental and in relation to all applications, plans, undertakings, lay out plans, details, descriptions etc. for submission with any Government Authority for obtaining of any Approval. In the event the Owners are required to obtain any Approvals or have at any point in time applied for or obtained any Approval with respect to the Project/ Complex, they shall provide to the Developer copies of all applications along with documents filed and approvals obtained, as and when the same are made or obtained.
- v) Simultaneous with execution of this Agreement, the Owners shall hand over the vacant and peaceful possession of the said Premises to the Developer for the purpose of development and construction of the Project, and the Developer shall have the right to enter upon the Said Premises directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors for the purpose of exercising the Development Rights and for the implementation and development of the Project.

PROVIDED HOWEVER that, nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961. The possession of the Project Land handed over to the Developer shall be in accordance with and for the purposes of development and construction of the Project and other rights and entitlements as set forth in this Agreement.

- vi) Unless prevented by circumstances beyond its control the Developer (Force Majeure) shall construct erect and complete the said Housing Project within a period of 120 months from the commencement with a grace period of 12 months (hereinafter referred to as the **COMPLETION DATE**).

Such timeline shall start from the date of obtaining all requisite Approvals for commencement of construction and development of the phase/project/the entire project including registration of the Project with the WB HIRA. The Developer shall regularly provide



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to the Owners a quarterly progress report comprising of the status of the construction and development of the Project. It is clarified that the Parties agree that any delays owing to Force Majeure; and/ or any delays owing to defaults of the Owners or any acts, omissions or conduct of the Owners or any persons acting on behalf of the Owner; shall be excluded from the calculation/determination of the Completion Period.

- vii) Except the costs and expenses for performance of the Owner's obligations such as title related expenses and the proportionate obligation to contribute marketing costs in terms hereof, the owners shall not be liable for any other costs, fees, charges and expenses relating to development and/or construction of the Project/ Complex.
- viii) As per RERA
 - A). Out of the realizations from sale of real estate project time to time seventy per cent (70%) of the amounts, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction by the Developer and the land cost (share of the Owner is called the land cost) and the same shall be used only for that purpose.
 - B). Withdrawal from this account shall be permitted based on the percentage of completion of the Project to be certified by an engineer, an architect and a chartered accountant in practice
 - C). All such withdrawals shall be shared and realized by the Owners and the Developer in their agreed ratio.
- ix) Out of the total realizations, the balance thirty per cent (30%) can be withdrawn by the Parties in the ordinary course in their agreed ratio.
- x) Part settlement of account between the Owners and the Developer can take place at agreed intervals or after completion of every building block, that is to say, upon obtaining the Completion Certificate from the concerned Authority for the particular building.



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38. STEPS FOR DEVELOPMENT OF THE SAID LAND:

- i) Immediately after the execution of this Agreement or so soon thereafter the Owners shall allow the Developer to enter upon the said Project Land for the purpose of undertaking the preliminary works of construction and the Developer and/or any person authorized by it shall be entitled to and is hereby authorized:
- a) to have the lands surveyed
 - b) to cause the soil to be tested
 - c) to carry out all preliminary works for the purpose of undertaking development of the said project property.

Immediately after the execution of this agreement the Developer shall be entitled to prepare or cause to be prepared a map or plan for being submitted to the authorities concerned and the said plan will envisage construction of new building and/or buildings for mixed use

- ii) Parties have mutually decided the scope of the Project, that is, the development of the said premises by construction of the Buildings thereon, The Developer has conceptualized the project to be residential and the Owners have approved the said concept
- iii) The Developer shall undertake development either by itself or by any other Contractor appointed by it and/or in any other manner it deems fit and proper and/or to enter into partnership with others in order to effectively perform or discharge its obligation hereunder subject to operation of Section 15 of the Real Estate(Regulation And Development) Act 2016.
- iv) The Sanctioned Plan and all other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer with the aid and assistance of the Owners at the Developer's cost fees, charges and expenses.

39. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:

- i) The Developer at its own costs and expenses and without creating any financial or other liability on the Owners shall construct, erect and complete the New Buildings pursuant to and in



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accordance with the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Fifth Schedule** hereunder. The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.

- ii) The Developer shall at its own costs, charges and expenses install and erect in the Buildings, the Common Areas including erection of pathways, driveways and lanes as may be required for free ingress and egress to and from the Land and buildings, Installation of Facilities including pump, water storage tanks, overhead reservoirs, water and sewage connections and all other necessary amenities and essential services including water, drainage/sewerage, electricity and telephone connections, landscaping and electrification of roads, pathways, driveways and lanes.
- iii) (a) The entire Project on the Said Premises may be constructed /developed / completed by the Developer in phases at the sole discretion and option of the Developer considering the then marketing strategy and economy of the locale in the mutual and common interest of the Parties and in accordance with the Business Plan.
- (b) The Owners shall have the full liberty to enter into the Said Premises at any time during working hours and inspect and/or cause to be inspected the material and/or the construction at the site but only upon serving a notice of minimum 24 (Twenty Four) hours in writing to the Developer. However, Owners' shall share their views only with the officers designated by the Developer for the purpose.

40. POWERS AND AUTHORITIES:

- i) To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms, conditions, covenants and stipulations of this agreement, the Owners do hereby agree and undertake to jointly and/or severally execute, maintain and cause to be registered simultaneously herewith or any time hereinafter an, exclusive special power of attorney ("**POA**") in favour of the Developer. The POA executed by the Owners in favour of the Developer shall remain effective and



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registered for the entire term of this Agreement so as to enable the Developer to perform all its obligations as stated under this Agreement. The Developer shall be entitled to appoint one or more officers as nominees under the said POA for the exercise of any or all of the powers and authorities thereunder, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the said project land.

- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- b) To enter upon the said project land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plan and/or revision/ modification therein.
- c) To appoint the named architect, contractors, sub-contractors consultants, surveyors etc. as may be required and to supervise the development and construction works of the New Buildings on the said entire project land.
- d) To apply for modifications/ revisions/ revalidation of the Building Plans from time to time as may be required.
- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings.
- f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said entire project land.
- g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said



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land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.

- h) After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.
- i) To enter into agreements for sale of Bungalows/Row Houses, flats, apartments and units and any other Constructed spaces with the intending purchasers alongwith or without the corresponding undivided share in the saidland, on such terms and conditions as the Developer may think fit and proper.
- j) To receive consideration, rents, and deposits there for and present the deeds and documents for registration and admit the execution of such documents before the appropriate Registering authorities.
- k) To appear and represent Owners/Confirming Parties before the Additional Registrar, Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata in connection with the sale and transfer of Bungalows/Row Houses, flats, apartments and units alongwith or without the corresponding undivided share in the said land in the Buildings constructed on the said premises.
- l) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to the development of the said land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals, tabular



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statements, cross appeals, claims, counter claims etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on the said land without in anyway relating to or affecting the title of the said land or the Owners' Allocation or Owner's interest on the said land.

- m)* To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said Developers share in the project land belonging to the Owners in favour of any bank / financial institution and if required by the Bank by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage or by executing registered mortgage along with charge on developer's share of revenue/allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc., Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.
- n)* Without affecting the rights, interests and title of the Owners to do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.
- ii)* The Owner hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the project and in accordance with the terms conditions, covenants and stipulations of this agreement by the Developer



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and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

- iii) While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights interests and title of the Owners in any manner or put any financial liability or other obligations claim or liability upon the Owners.

41. DEPOSITS, FINANCE AND EXTRA CHARGES :

- i) All benefits under the Income Tax Act for development would be available to the Developer and it would be entitled to claim all such benefits.
- ii) After sale of sellable areas, the Developer alone shall be entitled to receive the Extras and Deposits (EDC) from the Flat Owners mentioned in the **Fourth Schedule** hereunder written.
- iii) **MARKETING COST:** The cost of marketing of the project/Complex would be shared by and between the Owners and the Developer in their agreed ratio.
- iv) **SHARING OF REALISATION:** In connection with the sharing of realisation the following have been agreed upon by and between the parties:-
- (a) Except Extra Charges and Deposits (EDC) as mentioned in Fourth Schedule, Cancellation Charges and all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realisation) by the parties jointly as above shall belong to the Owners to the Developer in the said ratio of 20:80 as the case may be.
- (b) Extras and Deposits (EDC) shall be realised solely by the Developer from the proposed buyers/ allottees of the transferable areas both under the Owner's as well as Developer's Allocation.



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- (c) The landlord shall not go to the minute details of the same. In terms of RERA, 2016, (i) Under the scheme of Development, three separate accounts will be opened with any Scheduled Bank i.e. 'PROJECT SALE PROCEEDS BANK ACCOUNT'; a SPECIAL BANK ACCOUNT (Escrow Account); a third Account termed as the 'OWNERS SALE PROCEEDS BANK ACCOUNT'.

The 'PROJECT SALE BANK ACCOUNT and the SPECIAL BANK(escrow) Accounts shall be operated by the Developer's Authorised signatories.

- (ii) Each instalment Cheque received from the Buyer/ Allottee will be first deposited into the '**Project Sale Proceeds Bank Account**'. On standing instruction of the Developer, the Bank will transfer 70% out of the amounts credited in the Project Sale Proceeds Bank Account to the Credit of the Escrow Account for the purpose of covering cost of construction and Owners' land cost.

- (iii) There shall be standing instructions to the bank about transfer of the funds(i.e. Distributable Revenue) therein to the bank accounts of the Owners against their names at **weekly / fortnightly / monthly/quarterly** intervals

- (iv)out of the remaining 30% of the instalment amounts proportionate share of the Owner will be transferred to the Credit of the Owner's Sale Proceeds Bank Account.

- (v) All customers will be notified about mentioning of the 'Project Sale Proceeds Bank Account' to be written on the cheques and other instruments for making payments.

- (vi) There shall be standing instructions to the bank about transfer of the funds therein to the Escrow account and the Owner's Sale Proceeds Bank Account.

- (d) The Developer shall provide a Quarterly statement of account to the Owners giving details of the total Sales Proceeds received by the Developer during the Quarter and calculation of the Owners Share.

42. **MORTGAGE OF THE LAND**

The Developer shall have the right and authorities to arrange for financing of the project (project finance) from any Banks and/or



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Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage or a registered mortgage along with charge on developer's share of revenue/allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non-repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof. In case of delays in payments to the owners resulting from or due to any noncompliance of obligations by Developers, the Developers would be charged an interest rate of @12% (Twelve Percent) per annum on the delays.

43. SALE OFSELLABLE AREAS IN THE BUILDINGS:

- i) The Owners agree that the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/ display rights (whether on hoardings or on terraces or otherwise) and sell/ license/transfer the units and other constructed areas, in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; However, the name of the project shall be with the prefix "Srijan" "Project.
- ii) The Developer shall arrange brokers for the Project and all brokerage charges etc for the same shall be shared by all the



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- Parties. Any GST (or any other indirect tax) charged by broker shall also be shared proportionately as per the revenue share.
- iii)** In marketing the said project, in all Advertisement and publicity material the name and logo of the Developer will be mentioned.
 - iv)** The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or in conflict with any of the terms or provisions of this Agreement and the Applicable Laws.
 - v)** Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Bungalows/Row Houses, flats, apartments and units in the Project in such manner and on such terms and conditions as Developer in consultation with the owner may deem fit and proper. The Parties hereby agree that the price and payment schedule for transfer of each Bungalow/Row House, flat, apartment and unit shall always be decided by the Developer.
 - vi)** The Developer shall determine the price for sale or disposal of the spaces in the new building/s in consultation with the owners to be constructed by the Developer on the said land keeping in view the economics and market response of the project. Both the parties shall not sell or market any Transferable Areas below such basic price, as finalized by the Developer and informed to the Owners in writing.
 - vii)** The Developer shall periodically revise the rates for sale of various types of sellable areas and the same shall be adhered to. In case of any disagreements arising between the Owners and the Developer, the same shall be referred to the Arbitrator for speedy settlement and the parties undertake to follow the decision of the Arbitrator.
 - viii)** The Parties hereby agree, undertake and acknowledge that all agreements for sale/ lease/ license/ allotment of sellable areas shall be prepared by the Developer and follow a common and uniform format.



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- ix) The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be.

44. REVENUE SHARE

The Revenues arising from the sale of the Constructed spaces shall be shared by and between the parties in the Agreed ratio i.e 20% to the Owners(Owners' Share) and 80% to the Developer(Developers' Share).

45. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:

All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority up to the date of handing over possession of the said land to the Developer for development. shall be the liability of the Owners and thereafter the developer shall become liable to pay the taxes, duties, cess, levies etc.

46. POST COMPLETION MAINTENANCE:

- i) On completion of each phase/project/block the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Partial/Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice.
- ii) The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof.
- iii) The Developer shall be at liberty to incorporate Association(s)/**Apex Body** upon completion of the Project to look after, manage and administer such maintenance work on



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- account of the Intending Purchasers of the Units in the Building (s) constructed on the Said Land and also realise the monthly maintenance charges and incur costs and expenses for the maintenance.
- iv) Till handing over of the project to the Association/**Apex Body** the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.
- v) The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment's and all other expenses incurred for common purpose(Only basic maintenance charges will be borne by the owners rest all are part of the five year warranty that the Developer has to comply with).

47. COMMON RESTRICTIONS:

- i) The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings. The Developer in consultation with the Owners shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units forming part of the said project and each of the persons intending to acquire any Bungalows/Row Houses, flats, apartments and units in the said housing project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges.
- ii) For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose



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of similar nature, all occupants of the New Buildings shall permit the agency to be appointed, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof with prior notice.

- iii) It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the building shall perpetually in succession abide by all the bye-laws, rules and regulations to be framed from time to time in connection with the management of the affairs of the New Buildings.

48. INDEMNITY:

- i) The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all losses, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations laws or bye-laws or guidelines or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owner in pursuance hereof. Further to the aforesaid, the Developer will separately execute and register an Indemnity in favor of the Owners, if required by the Owners.
- ii) The Owners shall indemnify and keep the Developers saved, harmless and indemnified of from and against any and all losses, damage or liability (whether criminal or civil) suffered by the Developers in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said land or any of their representations being incorrect. Further to the aforesaid, the Owners will separately execute and register an Indemnity in favor of the Developer, if required by the Developer.

49. MISCELLANEOUS:

- i) This agreement is being entered into by the Developer prima facie being satisfied about the right, title and interest of the Owners in respect of the said land.
- ii) The agreement entered into by and between the parties herein is and shall be on principal to principal basis.



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- iii) The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- iv) Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- v) Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- vi) The Developer will register this Agreement and shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.
- vii) It is understood that time to time in order to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorisation as may be relevantly required by the Developers for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- viii) Simultaneously with the signing of this Agreement the Owners have put the Developer in physical possession of the said land.
- ix) This Agreement shall be binding on the parties hereto and their respective heirs and/or legal representatives and/or successor and/or successors in office/interest as the case may be

50. BREACHES NO CANCELLATION

- i) The parties hereto declare and confirm that taking into account that the said housing project is going to be one of the most prestigious projects none of the parties shall be entitled to cancel and/or rescind this agreement.
- ii) In the event of any disputes arising between the parties, the parties as far as possible shall try to resolve the same amicably



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and in the event of such disputes being incapable of being resolved amicably the parties have agreed to refer such disputes to arbitration in the manner as hereinafter stated

- iii) It is hereby made expressly clear that none of the parties shall do any act deed or thing whereby the work of construction of the said project is hindered and/or impeded with
- iv) The Developer shall solely be responsible for the consequences of any litigation initiated by the buyers/vendors/ allottees with regard to delay in completion of the project, quality of materials, specifications and other related to construction and development of the complex before any judicial forums including but not limited to WBHIRA, Consumer Forums, Civil Court or any other appropriate authority.

51. **FORCE MAJEURE:**

- i) Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Agreement or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the said Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days
- ii) If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the



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performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

- iii) In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof.
- iv) The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

52. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion of the Complex/ Project. Neither Party shall, except as provided in clause 25, have the right to terminate the Agreement.

53. AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties herein.

54. ORIGINAL/CERTIFIED COPY

The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owners.

55. FURTHER ACTS

Each Party will without further consideration sign, execute and



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deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be affected, each Party will use all reasonable endeavors to obtain such Approvals.

56. AUTHORIZATION

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the full authority and sufficient power to sign and execute this Agreement on behalf of the Parties for whom they are signing.

57. CONFLICT

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Said Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

58. SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

59. NOTICE:

Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission electronic mail [e-mail] or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

60. ARBITRATION:

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 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



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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 cannot settle such Disputes mutually by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to, and finally be resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration shall be conducted in English and venue shall be Kolkata only.

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy

61. JURISDICTION:

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising here from.





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DEVELOPMENT POWER OF ATTORNEY
RELATED WITH AGREEMENT DEVELOPMENT AGREEMENT AS
MENTIONED HEREIN ABOVE

M/S SWAN ENGINEERING COMPANY (PAN: AAUFS2310P), a Partnership firm formed under the provisions of Indian Partnership Act, 1932 having its Registered Office at 36/1A, Elgin Road, P.S Bhowanipore, P.O Lala Lajpat Rai Sarani, Kolkata - 700 020 **represented by its** Authorised Signatory **Sri Rajeev Kumar Agarwal** (PAN: ACZPA3867G, Aadhar: 5167 4337 1960), Nationality: Indian, Occupation: Service, son of Shri Chandi Prasad Agarwal, working for gain at 36/1A, Elgin Road, P.O. Lala Lajpat Rai Sarani, P.S. Bhawanipore, Kolkata 700020 jointly and collectively referred to as the **PRINCIPALS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successors and/or successors-in-interest and/or assigns) of the **ONE PART**,

IN FAVOUR OF

SRIJAN RESIDENCY LLP. (LLPIN: AH2815) (PAN ADEFS1907P) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered Office at 36/1A, Lala Lajpat Rai Sarani (Formerly Elgin Road, Kolkata - 700 020, Police Station: Bhawanipore, Post Office: Lala Lajpat Rai Sarani, represented by represented by **Sri Ujjal Surya Sarkar** (PAN: ALCPS1603G, Aadhar: 3685 5711 9425), Nationality: Indian, Occupation: Service, son of Late Rabindranath Sarkar, working for gain at 36/1A, Elgin Road, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhawanipur, Kolkata- 700020, hereinafter referred to as the **ATTORNEY** (which expression shall unless excluded by or



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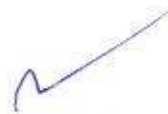
repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-interest and assigns) of the **OTHER PART**.

WHEREAS the Principal is the Owner of All That the pieces and parcel of land containing an area of **969 decimal** (equivalent to **29 Bighas 6 Cottahs 3 Chitak 41 Sq. Ft**) be the same a little more or less situate lying at and amalgamated in various R.S and L.R Dags Krishnagar Mouza (J.L No.1) holding No. D5/177 & D5/177A(New) Gangabandh Road, ward no.20, within Maheshtala Municipality under P.S Maheshtala Kolkata -700140 in the District of South 24 Parganas which is intended to be developed as a Building Project comprising Bungalows/Row Houses, multi-storied buildings having residential apartments and commercial units in Phases more fully and particularly described in the **Schedule** hereunder written (hereinafter referred to as the **"SAID PROPERTY"**)

AND WHEREAS for the purpose of development the Principal is now desirous of nominating, appointing and constituting the said M/S Srijan Residency LLP, the Developer to act through its nominees as its lawful Attorneys (hereinbefore as also hereinafter, jointly and/or severally referred to as the **"ATTORNEYS"**) to act, do and perform (either jointly or severally) the following acts, deeds, matters and things.

KNOW YE ALL MEN BY THESE PRESENTS, the Principal by writing under its common seal,do hereby appoint nominate andauthorise the Developer as its TRUE AND LAWFUL ATTORNEY for itselfand to act on its behalf and in its name and do the following further acts, deeds and things through its nominees either jointly or severally relating to the Said Property (more fully described in the **SCHEDULE** hereunder written.

1. To prepare, submit correspond, receive and sign all papers like Plans, Applications, Affidavits, Indemnities, Letters, authorizations and corrections, to appear and to represent before the competent authorities of the respective departments or bodies of both Central and State Governments like Kolkata Metropolitan Development Authority ("KMDA"), the South 24 Parganas Zila Parishad, The Maheshtala Municipality, Competent Authority for supply of Ground Water, West Bengal State Electricity



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Distribution Company Ltd (WBSEDCL) or any other Supply Agency, Administrative offices of the Government of West Bengal, Urban Land Ceiling Authorities, Airports Authority of India, Bharat Sanchar Nigam Ltd., West Bengal Pollution Control Board/Environment Department, Govt. Of West Bengal, Directorate of Town and Country Planning, Kolkata Police, West Bengal Police, Land & Land Reform Department of the Govt. Of West Bengal, Kolkata Port Trust etc., for obtaining the necessary certificates, sanctions, permissions, exemptions, noobjection certificates orders etc., connected with the Said Property in respect of one or more of the following matters:

- a) re-classification, re-constitution and / or re-union of the Said Property commensurate with the purposes for which the Development Agreement has been entered upon
 - b) Demolition of any superstructure(s) on the Said Property
 - c) Proposed constructions (s) of New Building (s)
 - d) Additions, revisions and alterations renewals, regularization to the proposed New Buildings.:
 - e) Obtaining permanent or temporary service connections of water-supply, drainage, sewerage and electricity
2. To apply for and obtain sanction of the building plan in respect of the Said Property and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter.
 3. To apply for quotas, entitlements and other allocations for cement, steel, bricks and any other building material that may be required, for and on behalf of the owners/principals for construction of the New Building on the Said Property.
 4. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the Said Property.



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5. To obtain delivery of the sanction plan from the Maheshtala Municipality or any other authority or authorities.
6. to enter upon the Said Property with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned
7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions from any statutory authority including the Maheshtala Municipality, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., and all other statutory authority or body.
8. To appear and represent the Principal before the necessary authorities including the South 24 Parganas Zila Parishad, The Maheshtala Municipality, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., and all other statutory authority or body in connection with the sanction, modification and/or alteration of plans.
9. To pay fees to obtain sanction or modification and such other orders and permissions from the necessary authorities as be expedient for sanction, modification and/or alteration of the sanctioned plans and submit all the papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents, contractors and sub-contractors for the aforesaid purposes as the Attorneys shall think fit and proper.
10. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Plans to any authority or authorities.
11. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility to the Said Property and/or to make alterations therein and to close down



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and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorneys.

12. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the Said Property or any part thereof.
13. To appear and represent us before all authorities including Maheshtala Municipality for fixation and/or finalization of the annual valuation of the Said Property and for that purpose to sign, execute and submit necessary papers and documents and to do all acts, deeds and things as the Attorneys may deem fit and proper.
14. To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage or by executing a Registered Mortgage. The Developer shall create charge in respect of its share of revenue or allocation in the Project without creating any charge or liability in respect of Owner's share of revenue or Owner's allocation in the Project. Further, the Developer may execute any document or documents in furtherance of the above objective including executing letter evidencing deposit of title deeds, confirmation of deposit of title deeds, deliver the title deeds and to receive back the title deeds, etc. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.
15. To insure the New Buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as the Developer may think sufficient to protect the interest of all concerned therein.



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16. To collect advance / payment from the intending purchaser against sale/lease of the proposed constructed areas in the proposed New Buildings.
17. To ask for, receive and recover from all the Purchasers/Lessees and Transferees of Bungalows/Row Houses, Apartment Units in multi-storied buildings the service charges for maintenance and all the other charges and also on non-payment thereof to enter upon and restrain and/or take legal steps for the recovery thereof.
18. To engage Advocates and to commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning construction on the Said Property or any part thereof and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non – suited in any such action proceedings aforesaid before any Court, Civil or Criminal Tribunal or Revenue including the Rent Controller.
19. To Deposit and withdraw fees, documents and monies in and from any Court or Courts and /or any other person or Authority and give valid receipts and discharges therefor.
20. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
21. To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the Said Property.
22. To make and sign necessary application or pursue and follow up all applications already made and/or to be made to the appropriate Government Department, Local authority or other competent authorities including appropriate authorities under the West Bengal Hira Act, 2017 and the Urban Land (Ceiling & Regulation) Act, 1976 for all and any licenses, registrations, permissions and consents required by any act order statutory instruments regulations by laws or otherwise in connection with the Said Property in pursuance of the Map/Plan to be sanctioned



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- and make payment of all charges and fees therefore and recovery of compensation, if any.
23. For all or any of the purposes hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents.
 24. To sign, execute and register and to appear before the sub registrar to register any Agreement (s), deeds or documents relating to the upcoming Building Project.
 25. To present such agreement or conveyances for registration before the registering authority and admit execution thereof as if the same is executed by the Principal.
 26. To delegate such of the powers as the Attorneys in their absolute discretion shall think fit and proper to any of its officers and upon such delegation this power of attorney shall be deemed to have been granted by the Principal in favour of the said delegate or delegates as the case may be.

AND GENERALLY to do all acts, deeds and things, which are necessary for developing the Said Property in the manner aforesaid fully and effectively, and acts incidental and ancillary thereto **AND** the **PRINCIPAL** hereby agree to ratify and confirm all and whatsoever the **ATTORNEYS** shall do, execute or perform or cause to be done executed or performed in connection with the development of the Said Property in terms of the Development Agreement.

This Power of Attorney shall remain co-extensive and co-terminus with the said Development Agreement.

AND it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the Development Agreement.



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THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Premises /Said Land)

ALL THAT the pieces and parcels of land containing an area of **969 decimal** (equivalent to **29 Bighas 6 Cottahs 3 Chitak 41 Sq,Ft**) be the same a little more or less situate lying at and amalgamated in various R.S and L.R Dags Krishnagar Mouza (J.L No.1) holding No. D5/177 & D5/177A(New) Gangabandh Road, ward no.20, within Maheshtala Municipality under P.S Maheshtala Kolkata -700140 in the District of South 24 Parganas shown in the plan attached and bordered in GREEN.

Sl. No.	L.R. Khatian	R.S./LR Dag No.	Area (Dec.)
1	3930	382	233
2		383	215
3		419	45
4		429	476
		TOTAL	969

THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES

(Common Parts , Portions and Amenities)

1. **The Common Portions are at 3 (three) levels, which are :**

1.1 LEVEL: Those which are common to all the segments and are collectively called the "Service Zone" and includes the following:



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Applies to present phase and all the other phases both future and past

- 1.1.1 Sewerage treatment Plant / Septic Tank
- 1.1.2 Common generators, its installation and its allied accessories , lighting of the common areas, pumps and common utilities.
- 1.1.3 Electric Sub-Station
- 1.1.4 Garbage Disposal area
- 1.1.5 Roads, installations, -and security arrangements not exclusive to any segment.
- 1.1.6 Drains and sewers from the premises to the Municipal Duct.
- 1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 1.1.8 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 1.1.9. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.10. Transformer electrical wiring meters and fittings and fixtures for lighting common areas (.)
- 1.1.11 Management/Maintenance Office
- 1.1.12. Round the Clock Security arrangements with CCTV and intercom
- 1.1.13. Main entrance Gate
- 1.1.14 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.15. 24Hrs water supply
- 1.1.16. Rain water harvesting may be created by Promoter at its sole option.
- 1.1.17. Dedicated communication system for telephone



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1.1.18. The water pump, the pump room, water reservoir, tube-well, and distribution pipes

1.1.19. Durwans Room

1.1.20. Cable connection

1.2 LEVEL-2 :Those which are to remain common to all the Apartment Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Apartment Owner shall have proportionate share therein. These include the following:

1.2.1. Landscaped Garden and Central lawn, water bodies and fountains if any

1.2.2. Children Play area

1.2.3 Separate area for elderly people.

1.2.4. Jogging Track

1.2.5. A.C.Community Hall for common use of all the occupants of the said New Buildings

1.2.6. Club , party lounge

1.2.7. Space for functions/shows/puja etc.

1.2.8. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.

1.2.9 Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.

1.2.10 Walk-ways, Jogging track and Cycling track

1.2.11 Visitors Car Parking with Car Wash provision

1.2.12 Multipurpose Court

1.2.13 Swimming Pool with changing rooms



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1.2.14 Indoor Games Room

1.2.15 Gym

1.2.16 Home Theatre

1.2.17 Rain water harvesting may be created by Promoter at its sole option, if provided

1.3. LEVEL 3 : Those which are to remain common to the Apartments in any particular Building Block. These include the following:

1.3.1 Decorative entrance with A.C ground floor lobby only.

1.3.2 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.

1.3.3 elevators in Towers, their installation and rooms.

1.3.4. Earmarked area of Roof of respective tower demarcated for common use

1.3.5. Overhead Water Tank.

1.3.6. Lifts and their accessories installations and spaces required therefore.

1.3.7. Servants/Drivers Toilet and shower room on the Ground Floor in some blocks.

RESIDENTIAL COMPLEX TO BE SEPARATE - To provide exclusivity to the ALLOTTEES, the residential complex is and will be separated from the other segments by proper hedges and/or fences. The plans for such separation will be finalized by the Promoter by the time the possession of Units are delivered to the Allottees after completion of construction



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ADDITIONAL REGISTRAR
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2. Unless otherwise indicated herein and in addition to these mentioned in Levels 1, 2 and 3 the common portions like land, roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments and those that are inside the Residential Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the residential complex and common to its Apartment Owners. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.

3. The Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.3 or 1.4, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association/Apex Body) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of



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the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.
9. Cleaning as necessary of the areas forming parts of the complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex



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and providing such additional apparatus as the builder may think fit.

11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
15. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all



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regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Bungalows/Row Houses, flats, apartments and units.

17. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association/Apex Body it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for the owners of the Units and shall only be



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applied in accordance with the decision of the Holding Organisation.

22. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.
23. Any other expense for common purpose.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

DEPOSITS/EXTRA CHARGES/TAXES

- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Sinking Fund:**
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges.
- Legal Charges, Guarding Charges
- **Taxes:** deposits towards Municipal rates and taxes, etc.
Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.



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ADDITIONAL REGISTRAR
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- Formation of Association/Apex Body
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

- **Specifications for Row House**

DOORS

Main Door- Flush Door with Duco Paint
Back Side – Flush Door with Enamel Paint

Internal Doors

Roof Main Door -Wood Plastic Composite (WPC) Door with Enamel Paint
Roof Toilet Door- Wood Plastic Composite (WPC) Door with Enamel Paint
Kitchen/Garden Door - Wood Plastic Composite (WPC) Door with Enamel Paint
Bedroom & Toilet Doors - Flush Door with Enamel Paint
Door handles, Locks & Hinges of Reputed Make

WINDOWS

Anodized/Powder Coated Aluminum windows, Grill optional at extra cost

FLOORING

Living & Dining, All Bedrooms, Staircase & Balcony – Vitrified Tiles
Kitchen –Anti-skid Vitrified Tiles
Roof Area- Solar Reflective Tiles
Toilets-Anti-skid Ceramic Tiles

INTERNAL WALLS

Pop Finish



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ADDITIONAL REGISTRAR
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OUTDOOR FINISH

Superfine texture weather coat/waterproof paint

ELECTRICAL

Concealed Copper wiring with modular switches of reputed make.

Provision for Telephone & Television point.

Provision for AC point in all bedrooms and living area

Provision for Light, Geyser, Exhaust point in all bathrooms & kitchen

Provision for Water Filter, Chimney point in Kitchen

KITCHEN

Counter- Granite Slab with a stainless-steel sink, wall tiles up to 2ft. Height on all around wall over granite counter.

Toilet

Granite Basin Counter in all toilets Except Roof toilet. Wall- Dado in ceramic tiles up to 7ft.

Sanitary ware

Sanitary ware of Hindware / Jaquar / Parryware / American Standard / Varmora or equivalent brand hanging commode with concealed cistern.

CP fittings

Sleek CP fittings from Jaquar / Hindware / Essco / Parryware / Varmora or equivalent make, single lever fitting and

• **Specifications for Town House / Apartments**

Structure : RCC

External Finish : Waterproof Acrylic base paint

Lobby : Ground Floor Lobby – Upgraded Vitrified tiles
Wall cladding (Part) – Digital Glaze Upgraded Vitrified tile.

Typical Floor Lobby – Upgraded Vitrified tiles

Lift Facia – Digital Glaze Upgraded Vitrified tiles



**ADDITIONAL REGISTRAR
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Flooring	:	Upgraded Vitrified tiles in Bedrooms,Living / Dining,& Upgraded tiles in
Windows	:	: Anodized / Powder Coated Aluminium windows, Grill optional at extra cost
DOORS	:	Main Door- Flush Door with Duco Paint Back Side - Flush Door with Enamel Paint Internal & Toilet Doors - Flush Door with Enamel Paint Roof Door, Roof Toilet Door,Kitchen&Garden Door -Wood Plastic Composite (WPC) Door with Enamel Paint Door handles, Locks & Hinges of Reputed Make
Interior Finish	:	POP
Balcony	:	MS / Glass Railing
Electrical	:	Concealed Copper wiring with modular switches of reputed make. Provision for telephone & television point. Provision for AC point in all bedrooms and living area Provision for Geyser & Exhaust point in all bathrooms &kitchen Provision for Water Filter&Chimney Point in Kitchen.
Kitchen	:	Counter- Granite Slab with a stainless-steel sink, wall tiles up to 2ft. Height on all around wall over granite counter.
Toilet	:	Granite Basin Counter in all toilets Except Roof toilet. Wall- Dado in ceramic tiles up to 7ft.
Sanitary ware	:	Sanitary ware of Hindware /Jaquar / Parryware /American Standard /Varmora or equivalent brand hanging commode with conceal cistern.



ADDITIONAL REGISTRAR
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CP fittings : Sleek CP fittings from Jaquar / Hindware / Essco / Parryware / Varmora or equivalent make, single lever fitting

THE SIXTH SCHEDULE ABOVE REFERRED TO:

TITLE DEEDS OF THE OWNERS

The Owners purchased the Said Land by following registered Conveyance Deeds at the office of ARA-I, KOLKATA in Book No. 1

<u>SL.NO</u>	<u>DEED NO</u>	<u>YEAR</u>	<u>PURCHASER</u>	<u>RS/LR DAG NO</u>	<u>AREA IN DECIMAL</u>
1	2094	2001	Subhash Chandra Ghosh	382, 383, 429	231
2	2095	2001	Subhash Chandra Ghosh	419,	11.25
3.	2990	2001	Biswanath Singh	382,383, 429	231
4	2991	2001	Biswanath Singh	419	11.25
5	3452	2001	Buddhadeb Mazumder	382,383,429	231
6.	3453	2001	Ranjit Kumar Ghosh	382,383,429	231
7.	3454	2001	Buddhadeb Mazumder	419	11.25
8.	3455	2001	Ranjit Kumar Ghosh	419	11.25
<u>DETAILS OF PARTNERSHIP DEED</u>					
office of ARA-III, KOLKATA in Book No. IV					
9	2368	2001	Ranjit Kumar Ghosh, Subhash Chandra Ghosh, Biswanath Singh and Buddhadeb Mazumder CONSTITUTED SWAN ENGINEERING CO	382, 383, 429, 419	969



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ADDITIONAL REGISTRAR
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	<u>00049</u>	<u>2004</u>	Buddhadeb Mazumder retires from the Firm		
	<u>00004</u>	<u>2006</u>	Subhash Chandra Ghosh retires from the Firm		
	<u>160700068</u>	<u>2021</u>	Srijan Residency LLP and Ram Naresh Agarwal inducted as Partners		
		<u>2021</u>	Ranjit Kumar Ghosh and Biswanath Singh retire from the Firm		
	<u>160200228</u>	<u>2022</u>	Karan Agarwal inducted as Partner		





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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
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IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERY

by the said **SWAN ENGINEERING**

CO in The presence of:

1. *Abhijit Ghosh*
Advocate

2. *Prilesh Kundu.*
36/1A, Elgin Rd.
Kolkata - 700020.

For **Swan Engineering Company**

Rajeev Kumar Djanal
Authorized Signatory

SIGNED, SEALED AND DELIVERY by

the said **SRIJAN RESIDENCY LLP** at

Kolkata in the presence of:

1. *Abhijit Ghosh*
Advocate

2. *Prilesh Kundu.*

FOR **SRIJAN RESIDENCY LLP**

Pijjal Surya Sarkar
AUTHORISED SIGNATORY

DRAFTED BY ME
(As per instructions)

Abhijit Ghosh
Advocate

WB/547/09

Sealdah Civil Court

Kolkata - 700014



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OF ASSURANCES-IV, KOLKATA
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FINGER PRINTS



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name **RAJEEV KUMAR AGARWAL**

Signature: *Rajeev Kumar Agarwal*



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name : **UJJAL SURYA SARKAR**

Signature: *Ujjal Surya Sarkar*

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Name

Signature.....



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
18 APR 2023

100

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DATED THIS DAY OF 2023

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**(SMT.) BASANTI DEVI JAIN &
OTHERS**

TO

PREM RATAN

GENERAL POWER OF ATTORNEY

**M/S. S. JALAN & COMPANY,
ADVOCATES & SOLICITORS,
1ST FLOOR, ROOM NO.40A,
10, OLD POST OFFICE STREET,
KOLKATA - 700 001.**

Major Information of the Deed

Deed No :	I-1904-05728/2023	Date of Registration	25/04/2023
Query No / Year	1904-2000949528/2023	Office where deed is registered	
Query Date	12/04/2023 2:08:43 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	S K LATH AND CO 6A K.S. ROY ROAD, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9051460031, Status :Solicitor firm		
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]		
Set Forth value	Market Value		
Rs. 4/-	Rs. 10,57,08,985/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 112/- (Article:E, E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Maheshtala, Municipality: MAHESHTALA, Road: Gangabandh Road, Mouza: Krishnanagar, , Ward No: 20 JI No: 1, Pin Code : 700140

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-382 (RS :-)	LR-3930	Bastu	It Khola	233 Dec	1/-	2,54,18,156/-	Property is on Road
L2	LR-383 (RS :-)	LR-3930	Bastu	It Khola	215 Dec	1/-	2,34,54,522/-	Property is on Road
L3	LR-419 (RS :-)	LR-3930	Bastu	It Khola	45 Dec	1/-	49,09,086/-	Property is on Road
L4	LR-429 (RS :-)	LR-3930	Bastu	It Khola	476 Dec	1/-	5,19,27,221/-	Property is on Road
		TOTAL :			969Dec	4 /-	1057,08,985 /-	
		Grand Total :			969Dec	4 /-	1057,08,985 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SWAN ENGINEERING CO 36/1A, Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: AAxxxxxx0P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SRIJAN RESIDENCY LLP 36/1A, Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: adxxxxxx7p,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Shri Rajeev Kumar Agarwal Son of Mr Chandi Prasad Agarwal 36/1A, Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: acxxxxxx7g, Aadhaar No: 51xxxxxxxx1960 Status : Representative, Representative of : SWAN ENGINEERING CO (as AUTHORISED SIGNATORY)
2	Mr Ujjal Surya Sarkar (Presentant) Son of Late Rabindranath Sarkar BB-36 Sector-1, City:- , P.O:- Punjab National Bank, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: alxxxxxx3g, Aadhaar No: 36xxxxxxxx9425 Status : Representative, Representative of : SRIJAN RESIDENCY LLP (as REPRESENTATIVE)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr DEBJYOTI GHOSH Son of Late JAYANTA KUMAR GHOSH 1, BELIAGHATA MAIN ROAD, City:- , P.O:- BELIAGHATA, P.S:-Entaly, District:- South 24-Parganas, West Bengal, India, PIN:- 700014			

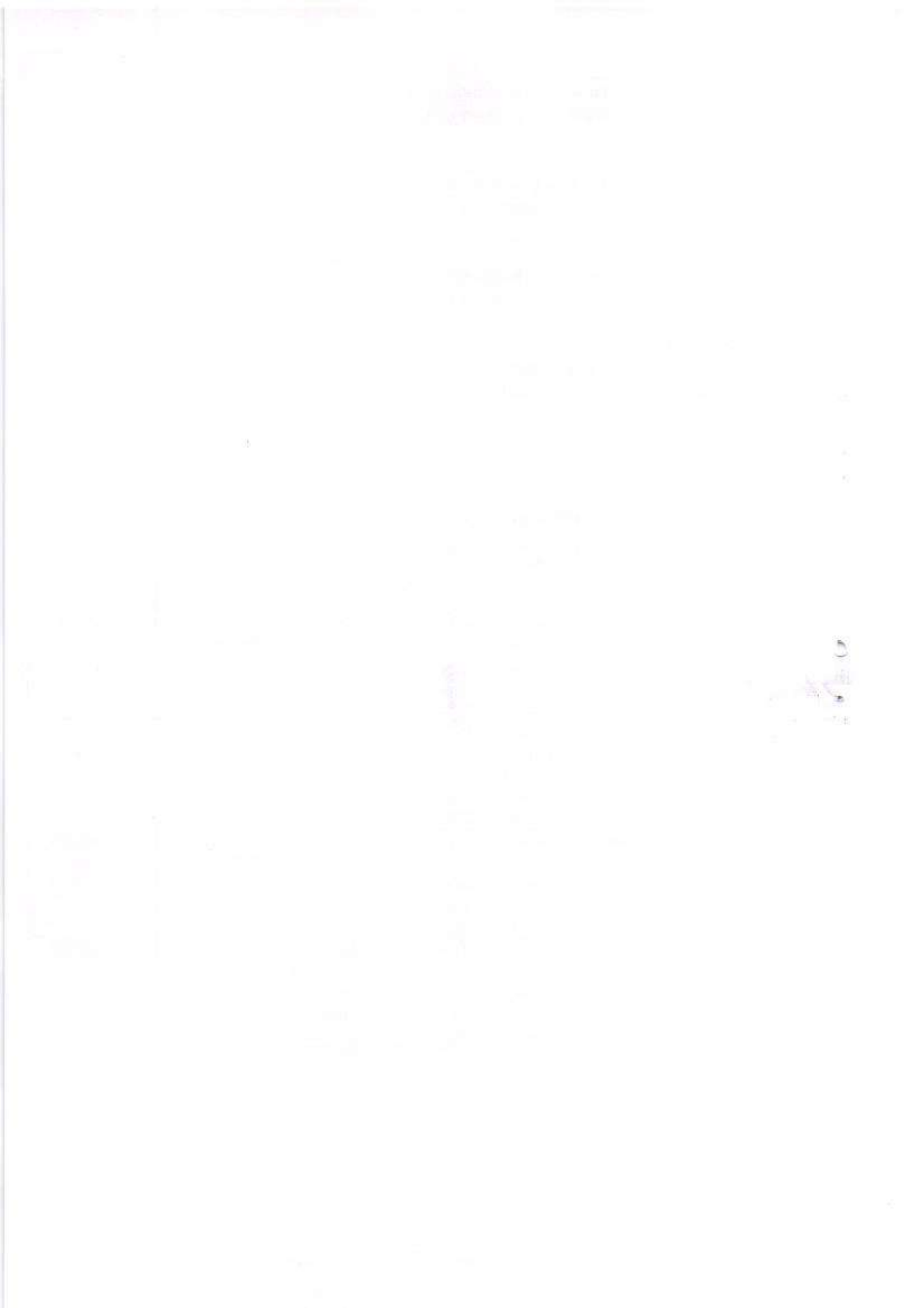
Identifier Of Shri Rajeev Kumar Agarwal, Mr Ujjal Surya Sarkar

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	SWAN ENGINEERING CO	SRIJAN RESIDENCY LLP-233 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	SWAN ENGINEERING CO	SRIJAN RESIDENCY LLP-215 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	SWAN ENGINEERING CO	SRIJAN RESIDENCY LLP-45 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	SWAN ENGINEERING CO	SRIJAN RESIDENCY LLP-476 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Maheshtala, Municipality: MAHESHTALA, Road: Gangabandh Road, Mouza: Krishnanagar, , Ward No: 20 JI No: 1, Pin Code : 700140

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 382, LR Khatian No:- 3930	Owner:এম/এস সোয়াল ইঞ্জিনিয়ারিং, Gurdian:কোঃ , Address:আকড়া,কৃষ্ণনগর মহেশতলা, দঃ ২৪ পরগনা , Classification:ইটখোলা, Area:2.33000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 383, LR Khatian No:- 3930	Owner:এম/এস সোয়াল ইঞ্জিনিয়ারিং, Gurdian:কোঃ , Address:আকড়া,কৃষ্ণনগর মহেশতলা, দঃ ২৪ পরগনা , Classification:ইটখোলা, Area:2.15000000 Acre,	Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 419, LR Khatian No:- 3930	Owner:এম/এস সোয়াল ইঞ্জিনিয়ারিং, Gurdian:কোঃ , Address:আকড়া,কৃষ্ণনগর মহেশতলা, দঃ ২৪ পরগনা , Classification:বাস্তু, Area:0.45000000 Acre,	Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 429, LR Khatian No:- 3930	Owner:এম/এস সোয়াল ইঞ্জিনিয়ারিং, Gurdian:কোঃ , Address:আকড়া,কৃষ্ণনগর মহেশতলা, দঃ ২৪ পরগনা , Classification:ইটখোলা, Area:4.76000000 Acre,	Seller is not the recorded Owner as per Applicant.



On 18-04-2023

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

Presented for registration at 19:30 hrs on 18-04-2023, at the Private residence by Mr Ujjal Surya Sarkar ,

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 10,57,08,985/-

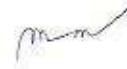
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 18-04-2023 by Shri Rajeev Kumar Agarwal, AUTHORISED SIGNATORY, SWAN ENGINEERING CO (LLP), 36/1A, Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr DEBJYOTI GHOSH, , , Son of Late JAYANTA KUMAR GHOSH, 1, BELIAGHATA MAIN ROAD, P.O: BELIAGHATA, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Service

Execution is admitted on 18-04-2023 by Mr Ujjal Surya Sarkar, REPRESENTATIVE, SRIJAN RESIDENCY LLP (LLP), 36/1A, Elgin Road, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr DEBJYOTI GHOSH, , , Son of Late JAYANTA KUMAR GHOSH, 1, BELIAGHATA MAIN ROAD, P.O: BELIAGHATA, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Service



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

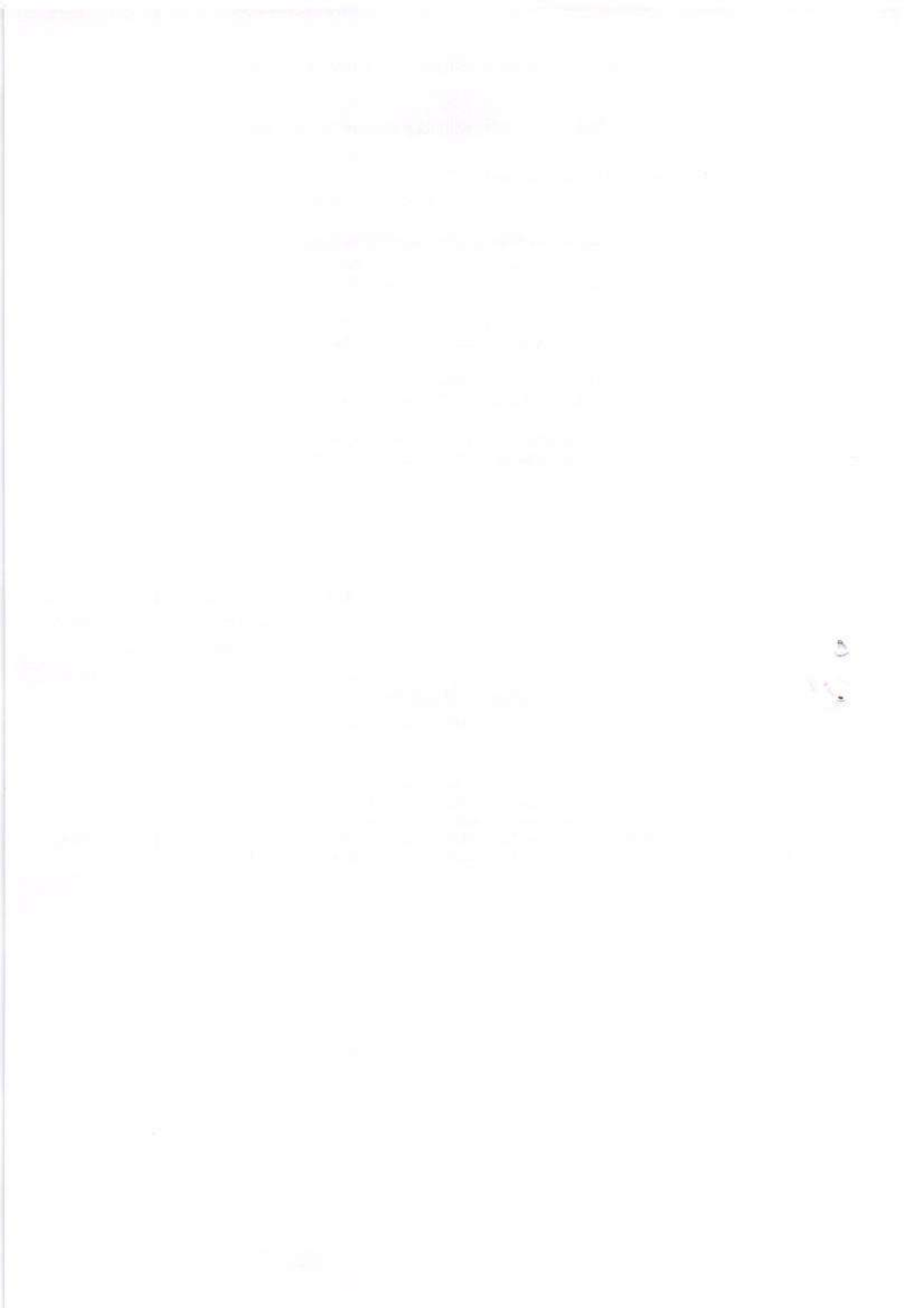
On 25-04-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 112.00/- (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 28/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/04/2023 12:30PM with Govt. Ref. No: 192023240018483188 on 18-04-2023, Amount Rs: 28/-, Bank: SBI
EPay (SBlePay), Ref. No. 3211866692715 on 18-04-2023, Head of Account 0030-03-104-001-16

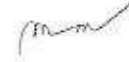


Payment of Stamp Duty

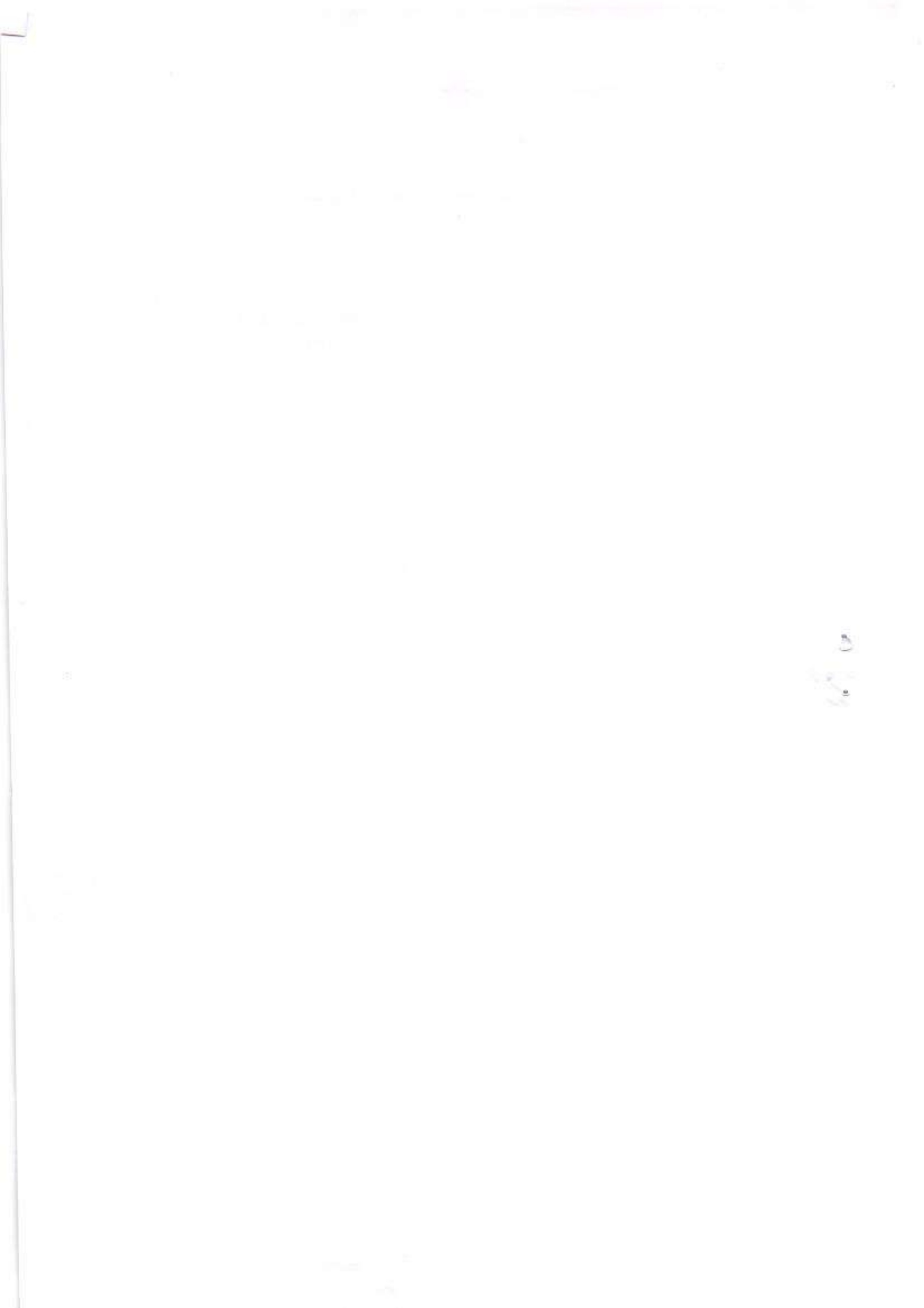
Certified that required Stamp Duty payable for this document is Rs. 75,070/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 75,070/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 36531, Amount: Rs.50.00/-, Date of Purchase: 18/08/2021, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/04/2023 12:30PM with Govt. Ref. No: 192023240018483188 on 18-04-2023, Amount Rs: 75,070/-, Bank: SBI EPay (SBlePay), Ref. No. 3211866692715 on 18-04-2023, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 281976 to 282048
being No 190405728 for the year 2023.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.04.25 14:37:03 +05:30
Reason: Digital Signing of Deed.

Mohul

(Mohul Mukhopadhyay) 2023/04/25 02:37:03 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)