

7/15/2023

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



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 19/5 N=15294089/

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

[Signature]
 Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

02 JUN 2023

Development Agreement and Power of Attorney

This Development Agreement is made on this the 19th day of May, 2023 (Two Thousand and Twenty-Three) BETWEEN

293733



Sl. No. _____
Name : T. DUTTA, Advocate
Address : High Court, Calcutta
Kolkata - 700001

Rs. _____
Kolkata Collectorate
11, Netaji Subhas Rd,
Kolkata-1

Amal Kr. Saha
Licensed Stamp
Vendor

ELI MAR 2023

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Sourav Baidya, Adv.
210 Debdas Baidya,
Alipore Judges' Court,
P.O. + P.S. - Alipore,
Kol-27.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
19 MAY 2023



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



190520232006123456

GRIPS Payment Detail

GRIPS Payment ID:	190520232006123456	Payment Init. Date:	19/05/2023 13:29:27
Total Amount:	113681	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	8369506011036	BRN Date:	19/05/2023 13:30:03
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

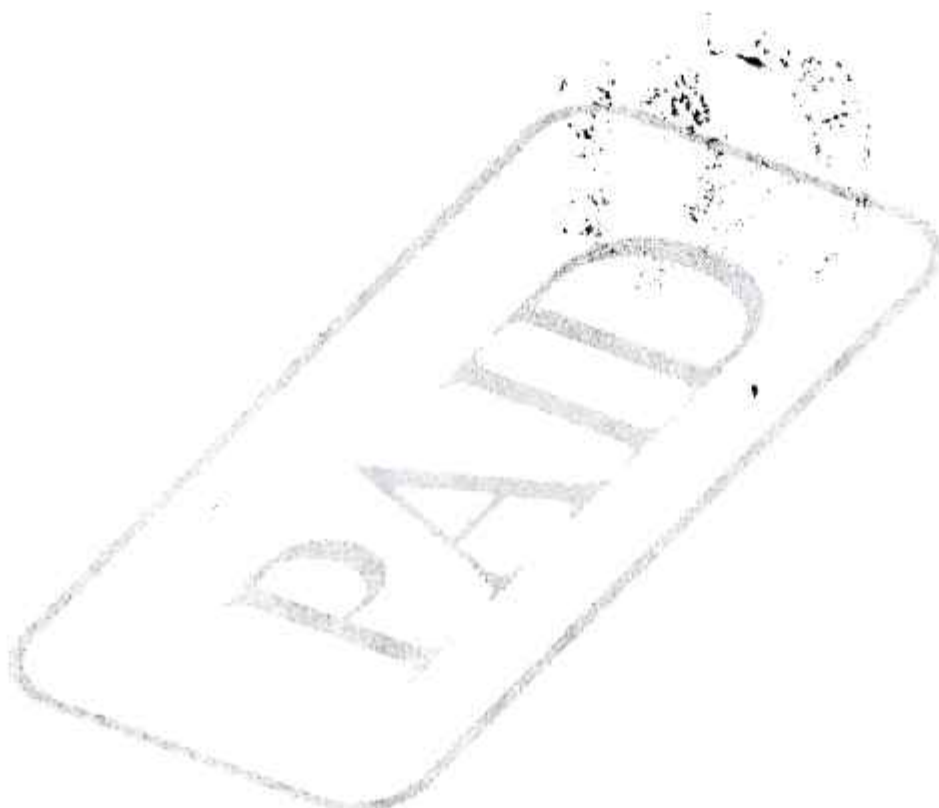
Depositor's Name: Mr A Construction
Mobile: 9874249262

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240061234578	Directorate of Registration & Stamp Revenue	113681
Total			113681

IN WORDS: ONE LAKH THIRTEEN THOUSAND SIX HUNDRED EIGHTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192023240061234578

GRN Details

GRN:	192023240061234578	Payment Mode:	SBI Epay
GRN Date:	19/05/2023 13:29:27	Bank/Gateway:	SBIePay Payment Gateway
BRN :	8369506011036	BRN Date:	19/05/2023 13:30:03
Gateway Ref ID:	0666718396	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	190520232006123456	Payment Init. Date:	19/05/2023 13:29:27
Payment Status:	Successful	Payment Ref. No:	2001281837/1/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr A Construction
Address:	Jatragachi
Mobile:	9874249262
Period From (dd/mm/yyyy):	19/05/2023
Period To (dd/mm/yyyy):	19/05/2023
Payment Ref ID:	2001281837/1/2023
Dept Ref ID/DRN:	2001281837/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001281837/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	40031
2	2001281837/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	73650
			Total	113681

IN WORDS: ONE LAKH THIRTEEN THOUSAND SIX HUNDRED EIGHTY ONE ONLY.

PAID

- 1) **Sri Biswajit Samui (PAN - BGLPS0579L; AADHAAR NO. 8713 4806 5517)**, son of Late Ramchandra Samui, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Salua Mondalpara, Post Office - R. Gopalpur, Police Station - Airport, Kolkata - 700136, District - North 24 Parganas;
- 2) **Sri Ranajit Samui (PAN - BMAPS9970G; AADHAAR NO. 3333 2986 9539)**, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Salua Mondal Para, Post Office - R. Gopalpur, Police Station - Airport, Kolkata - 700136, District - North 24 Parganas;
- 3) **Maya Samui (PAN - EGBPS2365P; AADHAAR NO. 6338 7270 3520)**, wife of Late Satrughna Samui, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at Salua Mondalpara, Post Office - R. Gopalpur, Police Station - Airport, Kolkata - 700136, District - North 24 Parganas; **AND**
- 4) **Kapil Samui (PAN - COBPS1270P; AADHAAR NO. 6491 8875 0886)**, son of Late Satrughna Samui, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Salua Mondal Para, Post Office - R. Gopalpur, Police Station - Airport, Kolkata - 700136, District - North 24 Parganas

hereinafter referred to as the **LANDLORDS/LANDOWNERS** (which term or expression shall unless excluded by or repugnant to the context thereto shall be deemed to mean and include their heirs, executors, assignors, successors, administrators, legal representatives, agents) of the **FIRST PART**.

AND

A. Construction, a proprietary firm having its principal place of business at Paschim Para, Jatragachi (CT), Post Office - Ghuni, Police Station - Lake Town, Kolkata - 700157, District - North 24 Parganas represented through its proprietor namely **Azizul Haque (PAN - AQJPH7233B; AADHAAR NO. 6919 1892 7257)**, son of Sirajul Haque, by faith Islam, by occupation Business, by nationality - Indian, residing at Paschim Para, Jatragachi (CT), Post Office - Ghuni, Police Station - Lake Town, Kolkata - 700157, District - North 24 Parganas, hereinafter referred to as the "**Developer/Attorney**"(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, nominees, successor or successors-in-interest/office) of the **SECOND PART**

WHEREAS one Lalita Bala Dasi @ Lalita Samui (since deceased), wife of Late Akhil Chandra Samui purchased an area of more or less 12 Decimals of Bastu land out of the entire area of more or less 24 Decimals of Bastu land lying and situated at Mouza - Salua, Touzi no. 10 (previously 2998), in Sabek

Dag no. 365 (R.S.), Sabek Khatian no. 66 (R.S.), within Police Station - Rajarhat (presently Airport), District - North 24 Parganas under the jurisdiction of Rajarhat-Gopalpur Municipality (presently Bidhannagar Municipal Corporation), Additional District Sub Registrar, Bidhannagar (Salt Lake City) by dint of a Bengali Saf Bikroi Kobala dolil dated 14.10.1949 which was registered before the Office of the Sub-Registrar, Cossipore Dum Dum, recorded in Book no. 1, Volume no. 51, Pages - 298 to 300, Being no. 3730 for the year 1949 from one Sri Dukhi Ram Ghosh, son of Late Nibaran Chandra Ghosh, of Village - Salua and thereafter said Lalita Bala Dasi in exclusion to all other continued to be in absolute possession with right, title and interest of the said plot of land.

AND WHEREAS by another Bengali Deed of Saf Bikroi Kobala dated 20.04.1951 registered before the Office of the Sub Registrar, Cossipore, Dum Dum and recorded in Book no. 1, Volume no. 32, Pages - 230 to 232, Being no. 2267 for the year 1951, one Akhil Chandra Samui, son of Late Sibcharan Samui purchased the remaining area of more or less 12 Decimals of Bastu land out of the entire 24 Decimals of Bastu land lying and situated at Mouza - Salua, Touzi no. 10 (previously 2998), in Sabek Dag no. 365 (R.S.), Sabek Khatian no. 66 (R.S.), within Police Station - Rajarhat (presently Airport), District - North 24 Parganas under the jurisdiction of Rajarhat-Gopalpur Municipality (presently Bidhannagar Municipal Corporation), Additional District Sub Registrar, Bidhannagar (Salt Lake City) from one Sri Nitai Chandra Mondal, son of Late Kedar Mondal and thereafter continued to be in absolute possession with 16 annas right, title and interest in the landed property.

It is worthy to mention here that originally one Rangalal Ghosh sold and transferred the aforesaid more or less 12 Decimals of Bastu land out of the entire 24 Decimals of Bastu land lying and situated in the same said Dag and Khatian in favour of one Shashadhar Mondal and while being seized, possessed and in occupation of same, said Shashadhar Mondal by dint of Deed of Conveyance dated 18.04.1947 registered before the Office of the District Registrar, Cossipore Dum Dum, sold and transferred the said landed property in favour of one Nitai Chandra Mondal, son of Kedar Mondal, resident of Village : Salua, North 24 Parganas.

AND WHEREAS said Akhil Chandra Samui died intestate on 04.04.1965 leaving behind himself the following as his only legal heirs, successors and representatives in the world namely :-

- A) Smt. Lalita Bala Dasi @ Lalita Samui (wife);
- B) Sri Ram Chandra Samui (son);

- C) Sri Satrughna Samui (son);
- D) Sri Laxman Samui (son);
- E) Smt. Jayanti Das (daughter); and
- F) Smt. Lakshi Samanta (daughter).

AND WHEREAS said Smt. Lalita Bala Dasi @ Lalita Samui died intestate on 04.04.1990 leaving behind herself the following as her only legal heirs, successors and representatives in the world namely :-

- A) Sri Ram Chandra Samui (son);
- B) Sri Satrughna Samui (son);
- C) Sri Laxman Samui (son);
- D) Smt. Jayanti Das (daughter); and
- E) Smt. Lakshi Samanta (daughter).

AND WHEREAS said Laxman Samui died intestate and bachelor on 24.06.1995 leaving behind himself the following as his only legal heirs, successors and representatives in the world namely :-

- A) Sri Ram Chandra Samui (son);
- B) Sri Satrughna Samui (son);
- C) Smt. Jayanti Das (daughter); and
- D) Smt. Lakshi Samanta (daughter).

AND WHEREAS the aforesaid following legal heirs, successors and representatives of Late Akhil Chandra Samui, Lalita Bala Dasi @ Lalita Samui and Laxman Samui inherited jointly to the entire area of more or less 24 Decimals of Bastu land more fully and particularly mentioned in the schedule below to this Deed lying and situated at Mouza - Salua, Touzi no. 10 (previously 2998), in Sabek Dag no. 365 (R.S.), Sabek Khatian no. 66 (R.S.), within Police Station - Rajarhat (presently Airport), District - North 24 Parganas under the jurisdiction of Rajarhat-Gopalpur Municipality (presently Bidhannagar Municipal Corporation), Additional District Sub Registrar, Bidhannagar (Salt Lake City) by operation of the Hindu Succession Act, 1956 and thereafter continued to jointly seize, possess and occupy the same with full right, title and interest in exclusion to all other persons.

AND WHEREAS in the aforesaid manner, said Ram Chandra Samui, Satrughna Samui, Smt. Jayanti Das and Smt. Lakshi Samanta became the owner of 1/4th undivided proportionate share each of the entire more or less **24 Decimals (equivalent to more or less 14 Cottahs 08 Chhitaks 14 Square Feet)** of Bastu land more or less i.e. each became entitled to more or less 6 Decimals of Bastu land each.

AND WHEREAS thereafter a mutual family Partition Deed was executed by and between the said Ram Chandra Samui, Satrughna Samui, Smt. Jayanti Das and Smt. Lakshmi Samui. By dint of Partition the said Ram Chandra Samui was allotted 5 Cottah 10 Chittack 41 Square Feet, the said Shatrughna Samui was allotted 4 Cottah 13 Chittack 18 Square Feet. The said Jayanti Das was allotted 2 Cottah and the said Lakshi Samanta was allotted 2 Cottah land, lying and situated at Mouza - Salua, Touzi no. 10 (previously 2998), in Sabek Dag no. 365 (R.S.), Sabek Khatian no. 66 (R.S.), within Police Station - Rajarhat (presently Airport), District - North 24 Parganas under the jurisdiction of Rajarhat-Gopalpur Municipality (presently Bidhannagar Municipal Corporation), Additional District Sub Registrar, Bidhannagar (Salt Lake City).

AND WHEREAS after the Mutual Family Partition, the following are the respective share of land area of the aforesaid Owners.

- a) **Ram Chandra Samui : 5 Cottah 10 Chittack 41 Square Feet**
- b) **Satrughna Samui : 4 Cottah 13 Chittack 18 Square Feet**
- c) **Jayanti Das : 2 Cottah**
- d) **Lakshi Samanta : 2 Cottah**

AND WHEREAS said **Ram Chandra Samui, Satrughna Samui, Smt. Jayanti Das and Smt. Lakshi Samanta jointly sold, transferred and conveyed an area of more or less 02 Cottahs of landed property out of the entire 24 Decimals of Bastu land** lying and situated in Mouza - Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, Sabek Dag no. 365 corresponding to Hal Dag no. 364, Holding no. R.G.M. 11/2204, Ward no. 11/4 in favour of one Smt. Tara Saha, wife of Sri Tapan Kumar Saha, resident of A.D.-22, Rabindrapally, Krishnapur, Post Office - Prafulla Kanan, Police Station - Rajarhat, Kolkata - 700059, North 24 Parganas by dint of one **Bengali Saf Birkoil Kobala Dolipotro dated 01.02.1999 registered before the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book no. I, Volume no. 10, Pages - 179 to 188, Being no. 385 for the year 1999** and thus, said Ram Chandra Samui got left with the residual plot of land of an area of more or less 05 Cottahs 02 Chhitaks 41 Sq.Ft., Satrughna Samui got left with the residual plot of land of an area of more or less 04 Cottahs 05 Chhitaks 18 Sq.Ft., Smt. Jayanti Das got left with the residual plot of land of an area of more or less 01 Cottah 08 Chhitaks and Smt. Lakshi Samanta jointly got left with the residual plot of land of an area of more or less 01 Cottah 08 Chhitaks of Bastu land out of entire more or less 24 Decimals of land.

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Date: MAY 2023

AND WHEREAS after the Sale and Mutual Family Partition, the following are the respective share of land area of the aforesaid Owners.

- e) **Ram Chandra Samui** : 5 Cottah 2 Chittack 41 Square Feet
- f) **Satrughna Samui** : 4 Cottah 5 Chittack 18 Square Feet
- g) **Jayanti Das** : 1 Cottah 8 Chittack
- h) **Lakshi Samanta** : 1 Cottah 8 Chittack

AND WHEREAS the said **Ram Chandra Samui, Satrughna Samui, Smt. Jayanti Das and Smt. Lakshi Samanta** jointly sold, transferred and conveyed from the Southern half part an area of more or less 02 Cottahs 07 Chhitaks 16 Sq.Ft. of Bastu land (previously Bagan) out of more or less 12 Cottahs 05 Chhitaks 31 Sq.Ft. land out of entire more or less 24 Decimals of Bastu land lying and situated in Mouza - Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, Sabek Dag no. 365 corresponding to Hal Dag no. 364, Holding no. R.G.M. 11/2204, Ward no. 11/4 in favour of Sri Siddhartha De and Sri Goutam De jointly by dint of a **Bengali Deed of Saf Bikroi Kobala dated 20.11.2000 registered before the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) recorded in Book no. I, Being no. 6369, for the year 2000** and therefore the said Ram Chandra Samui got left with the residual plot of land of an area of more or less 04 Cottahs 09 Chhitaks 03 Sq.Ft., Satrughna Samui got left with the residual plot of land of an area of more or less 03 Cottahs 11 Chhitaks 25 Sq.Ft., Smt. Jayanti Das got left with the residual plot of land of an area of more or less 14 Chhitaks 07 Square Feet and Smt. Lakshi Samanta jointly got left with the residual plot of land of an area of more or less 14 Chhitaks 07 Sq.Ft. of Bastu land out of entire more or less 24 Decimals of land.

AND WHEREAS after the aforesaid Sale the following are the respective share of land area of the aforesaid Owners.

- a) **Ram Chandra Samui** : 4 Cottah 09 Chittack 03 Square Feet
- b) **Satrughna Samui** : 3 Cottah 11 Chittack 25 Square Feet
- c) **Jayanti Das** : 14 Chittack 07 Square Feet
- d) **Lakshi Samanta** : 14 Chittack 07 Square Feet

AND WHEREAS said Sri Ramchandra Samui died intestate on 05.12.2002 leaving behind him the following legal heirs, successors and representatives in the world namely :-

- (a) Sri Biswajit Samui (son);
- (b) Sri Abhijit Samui (son);
- (c) Sri Ranajit Samui (son);
- (d) Smt. Rupa Das (daughter)

- (e) Smt. Annapurna Das (daughter) and
(f) Smt. Parbati Das.

Thus, the aforesaid legal heirs and successors of Late Ramchandra Samui jointly inherited to the proportionate share of the residual land left with their father as per the Hindu Succession Act, 1956.

AND WHEREAS said **Sri Satrughna Samui** sold, transferred and conveyed an area of more or less **02 Cottahs 09 Chhitaks and 12 Sq.Ft. of Bastu land together with one 100 Sq.Ft. kaccha structure standing thereon** out of the land of more or less **03 Cottahs 11 Chhitaks 25 Sq.Ft.** being his individual share of land lying and situated in Mouza - Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, Sabek Dag no. 365 corresponding to Hal Dag no. 364, Holding no. R.G.M. 11/2204, Ward no. 11/4, North 24 Parganas in favour of Sri Bimal Krishna Mondal, son of Late Shashadhar Mondal, of B.B.-13, Jyangra, Rabindrapally, Police Station - Rajarhat, Kolkata - 700059, North 24 Parganas by dint of one **Bengali saf Bikroi Kobala Dolilpotro** dated **15.12.2003** registered before the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book no. I, Being no. 10489 for the year 2003. Thus, **Sri Satrughna Samui** got left with an area of more or less **01 Cottah 02 Chhitaks 13 Sq.Ft.** after the aforesaid Sale.

AND WHEREAS said **Smt. Jayanti Das** died intestate on 10.06.2016 leaving behind her **Dipankar Das (son), Basanta Das (husband), Mousumi Das (daughter) and Monika Das (daughter)** as her legal heirs, successors and representatives in the world. Thus, her share from within the entire property got devolved upon the aforesaid heirs as per the law of succession governed by the Hindu Succession Act, 1956.

AND WHEREAS after the aforesaid Sale the following are the respective share of land area of the aforesaid Owners.

- | | |
|---|---------------------------------------|
| a) Biswajit Samui, Ranajit Samui, Abhijit Samui, Rupa Das, Annapurna Das and Parbati Das | : 4 Cottah 09 Chittack 03 Square Feet |
| b) Satrughna Samui | : 1 Cottah 02 Chittack 13 Square Feet |
| c) Jayanti Das | : 14 Chittack 07 Square Feet |
| d) Lakshi Samanta | : 14 Chittack 07 Square Feet |

AND WHEREAS the said legal heirs of Late Ramchandra Samui i.e. **Biswajit Samui, Ranajit Samui, Abhijit Samui, Rupa Das** together with **Sri Satrughna Samui, Smt. Jayanti Das** and **Smt. Lakshi Samanta** sold, conveyed and transferred an area of more or less **02 Cottahs 10 Sq.Ft. of**

Bastu land lying and situated in Mouza – Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, Sabek Dag no. 365 corresponding to Hal Dag no. 364, Holding no. R.G.M. 11/2204, Ward no. 11/4 (presently Ward no. 4) in favour of Sri Tarak Nath Kundu, son of Late Radha Mohan Kundu by dint of a **Bengali Saf Bikroi Kobala Dolilpotro dated 04.02.2004 registered before the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book no. I, Being no. 00946 for the year 2004.**

AND WHEREAS after the aforesaid Sale the following are the respective share of land area of the aforesaid Owners.

a) Biswajit Samui	:	10 Chittack 7.4 Square Feet
b) Ranajit Samui	:	10 Chittack 7.4 Square Feet
c) Abhijit Samui	:	10 Chittack 7.4 Square Feet
d) Rupa Das	:	10 Chittack 7.4 Square Feet
e) Annapurna Das	:	12 Chittack 08 Square Feet
f) Parbati Das	:	12 Chittack 08 Square Feet
g) Satrughna Samui	:	10 Chittack 10.5 Square Feet
h) Jayanti Das	:	06 Chittack 4.5 Square Feet
i) Lakshi Samanta	:	06 Chittack 4.5 Square Feet

AND WHEREAS said **Sri Satrughna Samui died intestate** on 10.03.2011 leaving behind him the following legal heirs, successors and representatives in the world namely :-

- (a) Smt. Maya Samui (wife);
- (b) Sri Kapil Samui (son);
- (c) Smt. Joya Manna (daughter);
- (d) Smt. Keya Roy (daughter) and
- (e) Smt. Mallika Ghorui (daughter).

AND WHEREAS one of the legal heirs of Late Ramchandra Samui namely **Sri Avijit Samui died intestate** as Bachelor on 19.05.2018 and thus his proportionate share in the property got devolved upon the surviving legal heirs of Late Ramchandra Samui as per the law of survivorship governed by the Hindu Succession Act, 1956.

AND WHEREAS after the aforesaid death of Avijit Samui the following are the respective share of land area of the aforesaid siblings of Late Avijit Samui :

a) Biswajit Samui	:	12 Chittack 8.88 Square Feet
b) Ranajit Samui	:	12 Chittack 8.88 Square Feet
c) Rupa Das	:	12 Chittack 8.88 Square Feet
d) Annapurna Das	:	14 Chittack 9.48 Square Feet
e) Parbati Das	:	14 Chittack 9.48 Square Feet

AND WHEREAS one of the legal heirs of Ramchandra Samui (since deceased) namely **Smt. Rupa Das, wife of Prasanta Das died intestate** leaving behind her one husband namely **Prasanta Das and one daughter namely Shilpa Das** as only legal heirs, successors and representatives in the world.

AND WHEREAS another daughter of Late Ram Chandra Samui namely Smt. Parbati Das married said Sri Prasanta Das after the demise of said Smt. Rupa Das and said **Smt. Parbati Das died intestate** leaving behind her husband namely Prasanta Das as the only legal heir in the world.

AND WHEREAS the properties of Late Akhil Chandra Samui and Lalita Bala Dasi @ Lalita Samui devolves upon to the following successors namely :-

- (a) Sri Biswajit Samui (son of Late Ramchandra Samui);
- (b) Sri Ranajit Samui (son of Late Ramchandra Samui);
- (c) Smt. Annapurna Das (daughter of Late Ramchandra Samui);
- (d) Sri Prasanta Das (Husband of Late Rupa Das and Late Parbati Das);
- (e) Smt. Shilpa Das (daughter of Late Rupa Das and Prasanta Das);
- (f) Smt. Maya Samui (wife of Late Satrughna Samui);
- (g) Sri Kapil Samui (son of Late Satrughna Samui);
- (h) Smt. Joya Manna (daughter of Late Satrughna Samui);
- (i) Smt. Keya Roy (daughter of Late Satrughna Samui);
- (j) Smt. Mallika Ghorui (daughter of Late Satrughna Samui);
- (k) Sri Dipankar Das (son of Late Jayanti Das);
- (l) Sri Basanta Das (husband of Late Jayanti Das);
- (m) Smt. Mousumi Das (daughter of Late Jayanti Das);
- (n) Smt. Monika Das (daughter of Late Jayanti Das);
- (o) Smt. Lakshi Samanta (daughter of Late Akhil Chandra Samui).

AND WHEREAS thereby the aforesaid **Owners jointly remained seized and possessed of and sufficiently entitled to more or less 5 Cottahs 7 Chittack 20 Square Feet of Bastu land.**

AND WHEREAS Prasanta Das and Shilpa Das, husband and daughter of Late Rupa Das respectively gifted, transferred and conveyed an area of ALL THAT piece and parcel of her proportionate share of more or less 12 Chhitaks 8.88 Sq.Ft. of Bastu land lying and situated in **Mouza - Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as L.R. Khatian nos. 1811, 1812 and 1813, Sabek Dag no. 365 corresponding to Hal Dag no. 364, L.R. Dag no. 364, Holding no. R.G.M. 11/2204 later renumbered as Holding no. RGM 4/2204, Ward no. 11/4, presently Ward no. 4, presently within Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), Police Station - Airport (previously**

Rajarhat), **Kolkata - 700136, District - North 24 Parganas** along with all the rights of easements and appurtenances **in favour of Sri Biswajit Samui and Sri Ranajit Samui** by dint of one Deed of Gift dated 10.05.2023 registered before the Office of the Additional Registrar of Assurance II, Kolkata and recorded in Book no. I, Volume no. 1902-2023, Pages - 208939 to 208944, Being no. 190206604 for the year 2023. **Therefore, Biswajit Samui and Ranajit Samui became the owner of more or less 1 Cottah 2 Chhitaks 13.32 Sq.Ft. each in the schedule property.**

Biswajit Samui
Ranajit Samui
- Kishore

AND WHEREAS Annapurna Das gifted, transferred and conveyed an area of **ALL THAT piece and parcel of her proportionate share of more or less 14 Chhitaks 9.48 Sq.Ft. of Bastu land** lying and situated in **Mouza - Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998**, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station - Airport** (previously Rajarhat), **Kolkata - 700136, District - North 24 Parganas** along with all the rights of easements and appurtenances **in favour of Sri Biswajit Samui and Sri Ranajit Samui** by dint of one Deed of Gift dated 10.05.2023 registered before the Office of the Additional Registrar of Assurance II, Kolkata and recorded in Book no. I, Volume no. , Pages - to , Being no. 7214 for the year 2023. **Therefore, Biswajit Samui and Ranajit Samui became the owner of more or less 1 Cottah 9 Chhitaks 18.06 Sq.Ft. each in the schedule property.**

Biswajit Samui
Ranajit Samui
- Kishore

AND WHEREAS Prasanta Das gifted, transferred and conveyed an area of **ALL THAT piece and parcel of her proportionate share of more or less 14 Chhitaks 9.48 Sq.Ft. of Bastu land** lying and situated in **Mouza - Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998**, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station - Airport** (previously Rajarhat), **Kolkata - 700136, District - North 24 Parganas** along with all the rights of easements and appurtenances **in favour of Sri Biswajit Samui and Sri Ranajit Samui** by dint of one Deed of Gift dated 10.05.2023 registered before the Office of the Additional Registrar of Assurance II, Kolkata and

Azi Zul Hakeem

recorded in Book no. 1, Volume no. 1902-2023, Pages - 208965 to 208991, Being no. 190206605 for the year 2023. Therefore, **Biswajit Samui and Ranajit Samui** became the owner of more or less 2 Cottahs 22.80 Sq.Ft. each in the schedule property.

AND WHEREAS Lakshi Samanta gift, transferred and conveyed an area of **ALL THAT** piece and parcel of her proportionate share of more or less 06 Chhitaks 4.5 Sq.Ft. of Bastu land lying and situated in Mouza - Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station - Airport** (previously Rajarhat), **Kolkata - 700136, District - North 24 Parganas** along with all the rights of easements and appurtenances in favour of **Sri Biswajit Samui and Sri Ranajit Samui** by dint of one Deed of gift dated 10.05.2023 registered before the Office of the Additional Registrar of Assurance II, Kolkata and recorded in Book no. 1, Volume no. 1902-2023, Pages - 208992 to 209018, Being no. 190206606 for the year 2023. Therefore, **Biswajit Samui and Ranajit Samui** became the owner of more or less 2 Cottahs 3 Chhitaks 25.05 Sq.Ft. each in the schedule property.

AND WHEREAS Mallika Ghorui, Joya Manna and Keya Roy gifted, transferred and conveyed an area of **ALL THAT** piece and parcel of undivided proportionate impartible share of more or less 06 Chhitaks 6.3 Sq.Ft. of Bastu land lying and situated in Mouza - Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station - Airport** (previously Rajarhat), **Kolkata - 700136, District - North 24 Parganas** along with all the rights of easements and appurtenances in favour of **Sri Maya Samui and Sri Kapil Samui** by dint of one Deed of Gift dated 10.05.2023 registered before the Office of the Additional Registrar of Assurance II, Kolkata and recorded in Book no. 1, Volume no. 1902-2023, Pages - 208909 to 208937, Being no. 190206603 for the

year 2023. Therefore, said Maya Samui and Kapil Samui jointly became the owners of more or less 10 Chhitaks 10.5 Square feet of schedule property.

AND WHEREAS Dipankar Das, Basanta Das, Mousumi Das and Monika Das gifted, transferred and conveyed an area of ALL THAT piece and parcel of undivided proportionate impartible share of more or less 06 Chhitaks 4.5 Sq.Ft. of Bastu land lying and situated in Mouza - Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as L.R. Khatian nos. 1811, 1812 and 1813, Sabek Dag no. 365 corresponding to Hal Dag no. 364, L.R. Dag no. 364, Holding no. R.G.M. 11/2204 later renumbered as Holding no. RGM 4/2204, Ward no. 11/4, presently Ward no. 4, presently within Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), Police Station - Airport (previously Rajarhat), Kolkata - 700136, District - North 24 Parganas along with all the rights of easements and appurtenances in favour of Maya Samui and Kapil Samui by dint of one Deed of Gift dated 10.05.2023 registered before the Office of the Additional Registrar of Assurance II, Kolkata and recorded in Book no. I, Volume no. 1902-2023 Pages - 208821 to 208851, Being no. 190206602 for the year 2023. Therefore, said Maya Samui and Kapil Samui together became owners of more or less 01 Cottah 15 Sq.Ft. of schedule property.

Biswajit Samui

Ranajit Samui

Kapil Samui

Arijit Hada

AND WHEREAS Biswajit Samui and Ranajit Samui sold, transferred and conveyed an area of ALL THAT piece and parcel of undivided proportionate impartible share of more or less 01 Cottahs 03 Chhitaks 34 Sq.Ft. lying and situated in Mouza - Salua, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as L.R. Khatian nos. 1811, 1812 and 1813, Sabek Dag no. 365 corresponding to Hal Dag no. 364, L.R. Dag no. 364, Holding no. R.G.M. 11/2204 later renumbered as Holding no. RGM 4/2204, Ward no. 11/4, presently Ward no. 4, presently within Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality), Police Station - Airport (previously Rajarhat), Kolkata - 700136, District - North 24 Parganas along with all the rights of easements and appurtenances in favour of Maya Samui and Kapil Samui by dint of one Deed of Sale dated _____ registered before the Office of the Additional Registrar of Assurance IV, Kolkata and recorded in Book no. I, Volume no. 1904-2023, Pages - 349440 to 349464, Being no. 190407076 for the year 2023. Therefore, said Maya Samui and Kapil Samui jointly became the joint owners of more or less 02 Cottahs 04 Chhitaks 04 Sq.Ft. of schedule property.

Biswajit Samui

Ranajit Samui

Kapil Samui

AND WHEREAS after the aforesaid entire transactions said **Sri Biswajit Samui and Sri Ranajit Samui** is currently left with an area of more or less **01 Cottah 09 Chhitaks 30.55 Square Feet** each totalling to more or less **03 Cottah 03 Chhitaks and 16 Square Feet**.

AND WHEREAS after the aforesaid entire transactions said **Smt. Maya Samui and Sri Kapil Samui** is currently left with an area of more or less **01 Cottah 02 Chhitaks 02 Square Feet** each totalling to more or less **02 Cottahs 04 Chhitaks 04 Square Feet**.

AND WHEREAS Sri Biswajit Samui, Sri Ranajit Samui, Maya Samui and Kapil Samui is thus well seized and possessed of or otherwise well and sufficiently entitled to the **land measuring an area 05 Cottahs 07 Chhitaks 20 Sq.Ft.** comprised in **Mouza - Salua**, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station - Airport** (previously Rajarhat), **Kolkata - 700136, District - North 24 Parganas** along with all the rights of easements and appurtenances.

AND WHEREAS the owners have approached the Developer to undertake the development of the aforesaid land to which the developer has agreed on the following terms and conditions as mentioned hereinbelow.

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

1. **DEFINITIONS** : In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms and expressions shall have meanings as follows :-
 - 1.1 **"Applicable Law"** shall mean all applicable laws, by-laws, rules and regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Government Authority or person acting under the authority of any Government Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter.

- 1.2 "Approvals"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc. in any form whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;
- 1.3 "Association"** shall mean any association, syndicate, committee, body, society or company which would comprise one representative from each unit of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purposes of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;

"Owner" shall mean and include **Sri Biswajit Samui (PAN - BGLPS0579L; AADHAAR NO. 8713 4806 5517)**, son of Late Ramchandra Samui, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Salua Mondalpara, Post Office - R. Gopalpur, Police Station - Airport, Kolkata - 700136, District - North 24 Parganas;

Sri Ranajit Samui (PAN - BMAPS9970G; AADHAAR NO. 3333 2986 9539), by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Salua Mondal Para, Post Office - R. Gopalpur, Police Station - Airport, Kolkata - 700136, District - North 24 Parganas;

Maya Samui (PAN - EGBPS2365P; AADHAAR NO. 6338 7270 3520), wife of Late Satrughna Samui, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at Salua Mondalpara, Post Office - R. Gopalpur, Police Station - Airport, Kolkata - 700136, District - North 24 Parganas; **AND**

Kapil Samui (PAN - COBPS1270P; AADHAAR NO. 6491 8875 0886), son of Late Satrughna Samui, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Salua Mondal Para, Post Office - R. Gopalpur, Police Station - Airport, Kolkata - 700136, District - North 24 Parganas

"Developer" shall mean and include **A. Construction**, a proprietary firm having its principal place of business at Paschim Para, Jatragachi (CT), Post

Office - Ghuni, Police Station - Lake Town, Kolkata - 700157, District - North 24 Parganas represented through its proprietor namely **Azizul Haque (PAN - AQJPH7233B; AADHAAR NO. 6919 1892 7257)**, son of Sirajul Haque, by faith Islam, by occupation Business, by nationality - Indian, residing at Paschim Para, Jatragachi (CT), Post Office - Ghuni, Police Station - Lake Town, Kolkata - 700157, District - North 24 Parganas.

- 1.4 **"Said Property"** shall mean and include ALL THAT vacant **Bastu land measuring an area 05 Cottahs 07 Chhitaks 20 Sq.Ft.** comprised in **Mouza - Salua**, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station - Airport** (previously Rajarhat), **Kolkata - 700136, District - North 24 Parganas** along with all the rights of easements and appurtenances.
- 1.5 **"Project"** shall mean and include **G plus III (THREE) Storied Building** consisting of residential units, commercial spaces and car parking spaces to be constructed at or upon the land comprised in the "Said Property" in accordance with the Sanction Plan, upon amalgamation of the Said Property with any adjacent land, if available, as per the sole discretion of the Developer. However, the Developer might raise further construction over **G+III storied building** if he deems fit and proper after amalgamation, if any. **The name of the project shall be "ECO HOMES"**. However, the Developer may raise construction over and above the G+III storied building by obtaining sanction building plan from the appropriate authority and in that event the allocation by and between the Landowners and the Developer above G+III shall be such as may be mutually discussed between the parties herein.
- 1.6 **"Units"** shall mean and include residential units, commercial spaces and car parking spaces which would be available for independent use and occupation at the said Project.
- 1.7 **"Car Parking Spaces"** shall mean and include car parking spaces both covered and open of the Project. ,
- 1.8 **"Commercial Units"** shall mean and include shops, show-rooms, offices and other spaces meant for commercial use.

- 1.9 **"Development Work"** shall mean and include development of the "Said Property" comprised therein and construction of the proposed Project thereat by the Developer as per the sanctioned Plan and also as per the Municipal laws and Building Rules.
- 1.10 **"Sanctioned Plan"** shall mean and include the building plan which shall be sanctioned and/or approved by the **Bidhannagar Municipal Corporation (previously Rajarhat Gopalpur Municipality)** as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project and also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
- 1.11 **"Common Parts"** shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, underground and overhead water reservoirs, water pipes, water pump and motor, lifts, lift well, lift machine room and the sewerage and drainage connection pipes and other common areas and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the Units at the Project but shall not include the roof and the open spaces on the ground floor level of the Project which are not identified as Common Areas by the Developer. Roof rights shall be with the Developer, Landowner and also the Purchasers of the Units as would be allotted by the Developer and the Landowner respectively.
- 1.12 **"Owner's Allocation"** shall mean the Owners shall be allotted **44% of the constructed area of the entire multi-storied building** comprising of residential unit, Covered commercial space and parking space of the Said Building **together with undivided proportionate share in the land and undivided proportionate share in the Common Parts.** That the Owner nos. 1 and 2 on this day at the time of execution and registration of this Development Agreement and Power of Attorney has been paid a sum of Rs. 15,42,786/- (Rupees Fifteen Lacs Forty-Two Thousand Seven Hundred and Eighty-Six) only which shall be **refundable** in from the Owner's Allocation from the **44% constructed area** to be constructed as per the sanctioned building plan from the Bidhannagar Municipal Corporation **at the rate of Rs. 3100/- (Rupees Three Thousand One Hundred) only per square feet of the super built up area** of more or less **498 Square Feet (built up area of more or less 398 Square feet)**. Also, the Owner no. 3 on this at the time of execution and registration of this Development Agreement and Power of Attorney has been paid a sum of Rs. 21,39,000/- (Rupees Twenty-One Lacs Thirty Nine Thousand)

only which shall be **refundable** from the Owner's Allocation from the **44% constructed area** to be constructed as per the sanctioned building plan from the Bidhannagar Municipal Corporation, **at the rate of Rs. 3100/- (Rupees Three Thousand One Hundred) only per square feet of the super built up area of more or less 690 Square Feet (built up area of more or less 552 Square feet)**. Also, the **Owner no. 4** on this at the time of execution and registration of this Development Agreement and Power of Attorney has been paid a sum of **Rs. 21,39,000/- (Rupees Twenty-One Lacs Thirty Nine Thousand) only** which shall be **refundable** from the Owner's Allocation from the **44% constructed area** to be constructed as per the sanctioned building plan from the Bidhannagar Municipal Corporation **at the rate of Rs. 3100/- (Rupees Three Thousand One Hundred) only per square feet of the super built up area of more or less 690 Square Feet (built up area of more or less 552 Square feet)**.

However, for Owner nos. 1 and 2, in case the refundable amount being paid to the respective Owner as mentioned in the Memo of payment below falls short of the area allotted at the rate of Rs. 3,100/- per square feet to that respective Owner as mentioned above, then in that case, the Developer shall adjust the deficit amount by payment to that Owner calculable @ Rs. 3,100/- per square feet of the super built up area. If the adjustable amount paid to the Owner nos. 1 and 2 is in excess to the area allotted at the rate of Rs. 3,100/- per square feet, then the Developer shall adjust the remaining amount paid from the covered car parking space in the ground floor of the building @ Rs. 3,50,000/- (Rupees Three Lacs Fifty Thousand) only per covered parking space, keeping 44% as Owners' allocation.

However, for Owner nos. 3 and 4, in case the refundable amount paid to the Owner nos. 3 and 4 is in excess to the area allotted at the rate of Rs. 3,100/- per square feet of the super built up area, then the Developer shall adjust the remaining amount paid from the covered car parking space in the ground floor of the building @ Rs. 3,50,000/- (Rupees Three Lacs Fifty Thousand) only per covered parking space.

Memo of payment has been annexed herewith to this Development Agreement separately. Also, the Owners shall not have any claim and/or interest in any commercial Unit in the ground floor and any commercial unit constructed in the Ground floor shall come under the allocation of the Developer. **Memo of payment has**

been annexed herewith to this Development Agreement separately.

- 1.13 **"Developer's Allocation"** shall mean and include 56% of the balance entire Constructed areas of the multi-storied building as per the sanctioned building plan to be obtained from the concerned authority of the Bidhannagar Municipal Corporation (previously Rajarhat-Gopalpur Municipality) (residential and car parking space, both covered and open and commercial spaces, if any) and other units on the ground floor save and except which shall be allotted to the Owners as mentioned hereinabove, of the Said Building Together with Roof Right Together with undivided proportionate share in the land and undivided proportionate share in the Common Parts.
- 1.14 **"Architect"** shall mean and include the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said Development Work as also for supervising the carrying out of the said Development Work and construction of the proposed project as per the Sanctioned Plan and also the Municipal laws and Building Rules.
- 1.15 **"Buyers"** shall mean and include the intending Buyers/Transferees of the residential units, parking spaces and other saleable spaces at the Project.
- 1.16 **"Competent Authority"** shall mean and include the Bidhannagar Municipal Corporation and also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project.
- 1.17 **"Development Rights"** shall mean and include the right, power, entitlement, authority, sanction and permission of or being hereby granted to the Developer to:
- (i) enter upon and take permissive possession of the Said Property from the Owners for the purpose of development and construction of the Project/Complex thereon in accordance with the terms of this Agreement;
 - (ii) appoint, employ or engage Architects, Surveyors, Engineers, Contractors, Sub-Contractors, Labour, Workmen, Personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project/Complex in accordance with the Approvals;
 - (iii) to carry out all the infrastructure and related works/constructions for the Complex including water

- facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Property as may be required by the Architects of the Project in view of any Approvals, layout plan or order of any Governmental Authority;
- (iv)** to launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of all Units and/or saleable areas within the Developer's Allocation in the Project/Complex and the Said Property from the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas within the Developer's Allocation and related undivided interests in the Said Property and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements for transfer with all intending purchasers in respect of all Units and/or saleable areas within the Developer's Allocation in the Project/Complex and the Said Property, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefore and transfer ownerships, possession, use or occupation of all Units and/or saleable areas within the Developer's Allocation comprised in the Project to the respective intending Purchasers/Transferees;
- (v)** Execute all necessary legal and statutory writings, agreements and documentations including the declarations, affidavits and/or gift deeds for sanction of Plans, amalgamation, licensing or sale of all Units and/or saleable areas within the Developer's Allocation as envisaged herein and appear, admit, execution of and present for registration before the jurisdictional Registrar or Sub-Registrar the documents for the same;
- (vi)** Manage the project and the Common Areas, Installations and Facilities constructed upon the Said Property and also to form the Association and thereafter, to transfer/assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;
- (vii)** Apply for and obtain any Approvals in its name or in the name of the Owners, as the case may be including any temporary

connections of water, electricity, drainage, sewerage and any other connection in the name of the Owners for the purpose of Development and construction of the Project;

- (viii) Generally any and all other acts, deeds and things incidental or ancillary for the development of the Project as more elaborately stated in this Agreement.

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

2. INTERPRETATIONS :

- (a) Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under;
- (b) Any covenant by the Developer and/or the Owners not to do or commit any acts, deeds or things shall mean and include their respective obligations not to permit such act or thing to be done or committed;
- (c) Reference to recitals, articles, clauses and the Schedules shall be deemed to be reference for those in this Agreement;
- (d) The paragraph headings used in this Agreement are for convenience only and shall form part of this Agreement but not control the construction or interpretation of the clauses under the headings;
- (e) The recitals and the Schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement;
- (f) In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every

gender and the references to persons shall include bodies corporate and unincorporated.

3. PURPOSE, APPOINTMENT AND THE DATE OF COMMENCEMENT

3.1 Purpose

3.1.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owner with respect to the Said Property in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.

3.1.2 The Parties shall extend all co-operations to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.

3.1.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

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

3.3 Commencement: This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the Project (which shall mean and include development of the Said Property by constructing ready to use residential building, complex comprising of various independent car parking spaces, in habitable and useable condition) and also till the commercial exploitation of the Project either in full or as to be decided by and between the Parties and as stated hereinafter.

4. MUTUAL COVENANTS:

i. The Owners and the Developer jointly and severally represent and covenant with each other as follows :

(a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owners and the Developer are competent to perform their respective obligations hereunder.

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

5. OWNER'S REPRESENTATIONS: The Owners declare and confirm to have made the undermentioned various representations and assurances to the Developer.

- (a) The "Said Property" is free from all encumbrances, mortgages, charges, *liens*, *lis pendens*, claims, liabilities, attachments, leases, tenancies, debutter, waqf and trusts whatsoever created made done or suffered by the Owners or Owners' predecessors-in-title.
- (b) The Owners have full and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "Said Property" and that there are no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owners to entrust the development of the "Said Property" to the Developer as per the terms herein recorded.
- (c) The Owners have not entered into any other Development Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Property" which is subsisting on the date of execution hereof.
- (d) The Land Revenue, Municipal Taxes/panchayet taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Property" and the land comprised therein, have been paid up to date by the Owners and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement, the Owners herein

shall pay the same and in this regard. The Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owners, subject to the term that the Owners shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.

- (e) The "Said Property" is not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or any other such right, which may adversely affect the "Said Property" and/or the Development thereof.
- (f) The "Said Property" is not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act, 1953 and/or the West Bengal Land Reforms Act, 1955.
- (g) There are no subsisting agreement or arrangement entered into by the Owners concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Property" or any part thereof nor is there subsisting any dealing of the Owners with the same in any manner whatsoever.
- (h) The "Said Property" and/or the land comprised therein is not adversely affected by any provision of the West Bengal Estates Acquisition Act, 1953.

6. DEVELOPER'S REPRESENTATIONS:

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

- 7. **SECURITY DEPOSIT:** The Developer has paid a sum of Rs. 73,63,572/- (Rupees Seventy-Three Lacs Sixty-Three Thousand and Five Hundred and Seventy-Two) only as refundable (interest free) security deposit to the Owners at the Execution of these presents.

8. DEVELOPMENT WORK:

- 8.1** The Owners being desirous of development of the Said Property have duly appointed and/or hereby appoint the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "Said Property" and construction of the said Project thereat as per the Sanctioned Plan and on the terms and conditions herein recorded.
- 8.2** The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Property" and further agree to undertake and carryout the said Project of development of the "Said Property" and construction of the proposed Project as per the Sanctioned Plan thereat in the manner and within the time and on the terms and conditions herein recorded.
- 8.3** The Owners hereby agree to allow the Developer to undertake development of the "Said Property" in accordance with the "Sanctioned Plan".
- 8.4** The Owners should be allowed uninterrupted and unhindered right to inspect the development without prior permission of the Developer during normal working hours by giving minimum 24 Hours prior notice.
- 8.5** It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Property" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.
- 8.6** The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Property" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Property" for development. It is expressly agreed and declared that juridical possession of the "Said Property" for development shall vest in the Owners until such time the development is contemplated in all regards.

9. DEVELOPER'S OBLIGATIONS AND COVENANTS:

- 9.1** In consideration of the Developer's Allocation aforesaid and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development Work of the "Said Property" and/or construction of the said Project in one or more phases and the same in accordance with the Sanctioned Plan and as per the municipal/Panchayet laws and building Rules and

upon observing fulfilling and performing all the terms and conditions of this Agreement.

- 9.2** The Developer shall duly apply for and obtain necessary plans duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No Objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "Said Property" and/or construction of the said Project in one or more phases as per provision of Municipal Laws. The Developer may cause to be prepared the plans for construction of the said Project by causing and ensuring the consumption of maximum permissible Floor Area Ratio (F.A.R.).
- 9.3** The Developer shall also be responsible for soil testing, ground levelling, construction of boundary walls and construction of approach road to the Project at its own costs.
- 9.4** The Developer herein shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Property" and/or construction of the said Project and in this respect, the Owner shall not in any manner be liable or responsible.
- 9.5** The Developer shall not require the Owners to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Property" and/or construction of the proposed Project.
- 9.6** The Development of the "Said Property" and/or construction of the said Project shall be made in one or more phases and the same complete in all respect including installations of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and underground water reservoirs and all other common parts. All the residential Units in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the Second Schedule hereunder written.
- 9.7** The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the Second Schedule hereunder written and also may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall

be used for carrying out or completing the construction of the said Project.

- 9.8** The Developer shall keep the Owners indemnified and harmless against all third-party claims and actions arising out any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "Said Property" and/or construction of the said Project.
- 9.9** The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and the costs thereof shall be borne by the Developer and shall also obtain necessary occupation certificate from the concerned/competent authority as be required under the statutes. However, applying for and obtaining electrical connection within each Unit shall not be the responsibility of the Developer.
- 9.10** The Developer herein shall, unless prevented by Force Majeure reasons (a) carry out and complete the development of the "Said Property" and construction of the Project; (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupation certificate in respect of the Project from the competent authority all positively within 36 months from the date of Sanctioned Plan or starting of Construction whichever is later, with a grace period of 06 (six) months (hereinafter referred to as the "Project Completion Date").
- 9.11** The Developer shall complete the Construction work of the said Project within the period as contemplated hereinabove. In case the construction work stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.
- 9.12** The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Developer shall remain suspended during the duration of the Force Majeure.
- 9.13** The Developer herein shall, notwithstanding anything to the contrary, contained in this Agreement, solely be responsible for planning the Project, development of the "Said Property" and construction of the proposed Project making publicity and marketing the project and also selling or otherwise disposing of the "Units", "Parking Spaces" and also other "saleable spaces" of the Project and for management, maintenance and administration of the Project and its Common Parts until handing over to the Association and to observe, fulfil and perform all the terms and conditions hereof in connection therewith.

- 9.14 The Developer shall arrange for electric meter for for the Owner's Allocation at the cost of the Developer.
- 9.15 The Developer shall provide AC connection in each and every bed room of each flat of Owners' Allocation.
- 9.16 The Developer shall provide copy of sanctioned building plan, copy of development agreement and copy of power of Attorney made between the present Owners and the Developer herein.
- 9.17 The Developer herewith agrees with the Owners that during continuance of the construction to be constructed over and above the 'A' schedule property, the Developer at no such circumstances will transfer the project to any Developer or 3rd party at any point of time without any plea or pretext.
- 9.18 It is further agrees between the Developer and the Owners that after completion of owners' allocation the Developer shall provide possession letter for each and every flat of the owners' allocation.
- 9.19 **The Developer shall bear the cost of shifting of the Owner nos. 1, 2 and 4 i.e. Biswajit Samui, Ranajit Samui and Kapil Samui to the tune of Rs. 7,000/- (Rupees Seven Thousand) only per month and to the tune of Rs. 4,000/- (Rupees Four Thousand) only per month for the Owner no. 3 i.e. Maya Samui till the handing over of possession of the Owner's Allocation to the Landlords.**

10. OWNER'S OBLIGATIONS/COVENANTS:

- 10.1 The Owner herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "Said Property" till the date of execution of this Agreement.
- 10.2 The Owner shall maintain good and marketable title in respect of the "Said Property" till the sale of the proportionate share in the "Said Property" in favour of the intending buyers and further duly reply and comply with the reasonable requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.
- 10.3 The Owner shall as per its obligations, render its best co-operation and assistance to the Developer in the matter of Developer commencing, carrying out and completing the development of the "Said Property" and/or construction of the "Said Project" as may from time to time be necessary or required.
- 10.4 The Owner shall not do or permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing

the development of the "Said Property" and/or construction of the Said Project by the Developer.

- 10.5** The Owner shall be bound to produce all original documents before the bank and/or non-banking financial companies in order to facilitate financial accommodation in terms of clause 16.1.
- 10.6** The Owners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer for obtaining original/revised Sanctioned Plan from the competent authority in the name of the Owners. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer to complete the intending development work of the "Said Property".
- 10.7** The Owners shall from time to time sign, execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the Project at the costs and expenses of the Developer.
- 10.8** The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining conversion of the Said Property from the Competent Authority as may be required by the Developer in the name of the Owners. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer for conversion of the Said Property.
- 10.9** The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under West Bengal Land Reforms Act, 1955 and from the Competent Authority as may be required by the Developer in the name of the Owners. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer in this regard.
- 10.10** It is further clarified that if any other clearances, certificates, no objection certificates, conversions, mutations, etc. in respect of the

"Said Property" is required whether for the purpose of sanction or construction or anything required thereto, the Developer shall obtain the same in the name of the Owners at the costs and expenses of the Developer.

- 10.11** The Owners shall not be considered to be liable for any default or breach of their obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Owners shall remain suspended during the duration of such Force Majeure.
- 10.12** However, if any existing clearances, certificates, no objection certificates, conversions, mutations, Sanctioned Building Plan, already obtained by the Owners and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk of the Owners. Provided also that in the event of the existing clearance certificates, no-objection certificates, conversions, mutations and Sanctioned Building Plan already obtained by the Owners and found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance certificates, no-objection, conversions, mutations and Sanctioned Building Plan, the Developer shall not in any manner be liable for the same.
- 10.13** It is further clarified that if the Owners' title and/or representation in respect of the "Said Property" as aforesaid is found defective or untrue, then the Developer will rectify the same and/or settle the dispute and/or claim thereof on behalf of the Owners and the loss or expenses incurred by the Developer with regard to the said rectification and/or settlement of the said dispute and/or claim shall be adjusted from the Owners' Allocation accordingly.

11. Powers and Authorities

- 11.1 Power of Attorney for Building Plan Sanction :** The Owners hereby grant to the Developer and/or its nominees Power of Attorney for the purpose of getting the Building Plan/s sanctioned/revalidated/modified/alterd by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.
- 11.2 Power of Attorney for Construction and sale of Units :** The Owners hereby grant to the Developer and/or its nominees Power of Attorney for construction of the Building/s Complex/Project and booking and sale of all Units within the Developer's Allocation.
- 11.3 Further Acts :** The Owners shall also from time to time grant further Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts, deeds

and things and matters, to carry out development of the "Said Property" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, etc. for enabling the Developer to perform all obligations under this Agreement including but not limited to the documents as required for obtaining financial accommodation from any bank and/or financial institution.

- 11.4** The Owners herein shall not in any manner encumber, sell or otherwise deal with the "Said Property" nor part with the possession of the "Said Property", in any manner whatsoever. This will not however prevent the Owner to deal with the "Owners' Allocation" in terms hereof.
- 11.5** The detailed powers granted by these presents are given in the **Third Schedule** hereunder.

12. CONSTRUCTION WORK :

- 12.1** The Construction of the said Project shall be strictly as per the Municipal Laws and/or Building rules, regulations and byelaws framed thereunder and the same strictly in accordance with the Sanctioned Plan. In this respect, the Developer shall keep the Owners absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said Project and/or any accident or untoward incident arising at the site due to construction and/or the said development work being in deviation from the Sanctioned Plan and/or in violation of the Municipal/Panchayet Laws and/or the Rules, regulations and byelaws thereunder.
- 12.2** The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said Development work and/or construction of the Project and to comply with all applicable laws connected therewith and in this respect, the Owners shall not in any manner be responsible.

- 12.3 The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out the said development work and/or construction of the Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owners shall not in any manner be liable.
- 12.4 The works of development of the "Said Property" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects and also as per the Specifications mentioned in the **Second Schedule** hereunder written.
- 12.5 The Developer hereby assures that the Owners would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction. The Developer shall obtain all necessary insurances in respect of the Project.
- 12.6 The Developer shall be entitled to get the said Property amalgamated by the Owners with other adjacent land.

13. **COSTS OF CONSTRUCTION:**

- 13.1 The Developer herein shall solely be responsible for carrying out the development of the "Said Property" and construction of the proposed Project.
- 13.2 The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing the development of the "Said Project" and the construction of the proposed Project in one or more phases and the same as per the Sanctioned Plan approved and/or to be revised/modified by the competent Authority.
- 13.3 The Parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the Municipality and/or the competent authority and other concerned Government Authorities and/or Departments and the Developer herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.
- 13.4 It is agreed and made clear that the Developer herein shall be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "Said Property" and/or construction of the proposed Project.

13.5 The Parties have further agreed that so far as to the costs of construction to be incurred and paid by the Developer as mentioned hereinabove the Developer hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development in construction of the said Project.

14. PUBLICITY AND MARKETING:

14.1 The Developer shall have the exclusive right and entitlement to market, advertise/promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces and Parking Spaces and other facilities within the Developer's Allocation comprised in the Projection such terms and conditions and at such prices as may be decided from time to time by the Developer.

14.2 The Developer may retain and appoint qualified agents for marketing and sales of the Project on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference of any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.

14.3 The Developer shall be entitled to receive consideration/allotment money/advance consideration, etc. in its own name in respect of sale of the Units and other areas within the Developer's Allocation comprised in the Project and give receipts thereof and transfer ownership, possession, use or occupation of any such Units and/or Spaces structures and other facilities to the persons intending to purchase the same.

14.4 The Owners and the Developer hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for transfer/allotment, booking of any Unit or any other saleable spaces/areas within the Developer's Allocation in the Project to be developed or constructed over the "Said Property" and to accept and receive any request for booking or allotment of any Unit or any other saleable spaces/areas within the Developer's Allocation in the Project to be developed or constructed over the "Said Property".

14.5 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale and/or otherwise transfer of the Units within the Developer's Allocation comprised in the Project shall be appropriated solely by the Developer.

15. The publicity and marketing of the Project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.

16. **SALE OF UNITS/PROJECT:**

16.1 The Developer would sale, transfer or otherwise dispose of the Units and/or car parking spaces of the Project within the Developer's Allocation in favour of the intending transferees on leasehold basis and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:

16.1.1 All Sale Deed with regard to the Developer's Allocation may be signed and registered by the Developer, the constituted Attorney appointed by the Owners as per this Agreement and the Development Power of Attorney agreed to be granted by the Owners in favour of the Developer. However, the power and authorities However, the power and authorities as to be given by the Owners to the Developer and/or its representative shall always be subject to fulfilment of all obligations of the Developer towards the Owner.

16.1.2 It has been agreed that the payment of the allotment money by the intending transferees, the entirety of the total Sale proceeds including the earnest monies, part payments and consideration amounts, which the Developer would from time to time received and/or realize on account and in respect of transfer of the several Residential Units, car parking spaces of the Project within the Developer's Allocation would be taken in the name of the Developer and all buyers/transferees shall be notified in respect thereof and deposited in the account of the Developer.

16.1.3 For the transfer of the commercial units, if any constructed in the Project, and other saleable spaces of the Project within the Developer's Allocation as mentioned hereinabove, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest monies, part payments and consideration amounts which the Owners agree and confirm.

16.2 The Parties hereto hereby agree that all agreements, contracts, deeds and documents for transfer of the Residential Units, commercial Units, if any and car parking spaces of the Project shall be drawn upto the terms, conditions and covenants as the Developer may decide with knowledge to the Owners and which the Project Advocate may approve. Further, Owners should also maintain the same

format of documents while disposing the Owners' Allocation being part of the said Project to the future allottees.

- 16.3 **The Parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, bill boards, etc. at the Said Property of its said Brand name.**

17. **ALLOCATION:**

"Owner's Allocation" shall mean the Owners shall be allotted 44% of the constructed area of the entire multi-storied building comprising of residential unit, Covered commercial space and parking space of the Said Building together with undivided proportionate share in the land and undivided proportionate share in the Common Parts. That the Owner nos. 1 and 2 on this day at the time of execution and registration of this Development Agreement and Power of Attorney has been paid a sum of Rs. 15,42,786/- (Rupees Fifteen Lacs Forty-Two Thousand Seven Hundred and Eighty-Six) only each which shall be refundable in favour of the Developer from the 44% constructed area to be constructed as per the sanctioned building plan from the Bidhannagar Municipal Corporation at the rate of Rs. 3100/- (Rupees Three Thousand One Hundred) only per square feet of the super built up area of more or less 498 Square Feet (built up area of more or less 398 Square feet). Also, the Owner no. 3 on this at the time of execution and registration of this Development Agreement and Power of Attorney has been paid a sum of Rs. 21,39,000/- (Rupees Twenty-One Lacs Thirty Nine Thousand) only which shall be refundable in favour of the Developer from the 44% constructed area to be constructed as per the sanctioned building plan from the Bidhannagar Municipal Corporation at the rate of Rs. 3100/- (Rupees Three Thousand One Hundred) only per square feet of the super built up area of more or less 690 Square Feet (built up area of more or less 552 Square feet). Also, the Owner no. 4 on this at the time of execution and registration of this Development Agreement and Power of Attorney has been paid a sum of Rs. 21,39,000/- (Rupees Twenty-One Lacs Thirty Nine Thousand) only which shall be refundable in favour of the Developer from the 44% constructed area to be constructed as per the sanctioned building plan from the Bidhannagar Municipal Corporation at the rate of Rs. 3100/- (Rupees Three Thousand One Hundred) only per square feet of the super built up area of

more or less 690 Square Feet (built up area of more or less 552 Square feet).

However, for Owner nos. 1 and 2, in case the refundable amount being paid to the respective Owner as mentioned in the Memo of payment below falls short of the area allotted at the rate of Rs. 3,100/- per square feet to that respective Owner as mentioned above, then in that case, the Developer shall adjust the deficit amount by payment to that Owner calculable @ Rs. 3,100/- per square feet of the super built up area. If the adjustable amount paid to the Owner nos. 1 and 2 is in excess to the area allotted at the rate of Rs. 3,100/- per square feet, then the Developer shall adjust the remaining amount paid from the covered car parking space in the ground floor of the building @ Rs. 3,50,000/- (Rupees Three Lacs Fifty Thousand) only per covered parking space keeping 44% as Owners' allocation.

However, for Owner nos. 3 and 4, in case the refundable amount paid to the Owner nos. 3 and 4 is in excess to the area allotted at the rate of Rs. 3,100/- per square feet of the super built up area, then the Developer shall adjust the remaining amount paid from the covered car parking space in the ground floor of the building @ Rs. 3,50,000/- (Rupees Three Lacs Fifty Thousand) only per covered parking space.

- 17.1 Memo of payment has been annexed herewith to this Development Agreement separately.** Also, the Owners shall not have any claim and/or interest in any commercial Unit in the ground floor and any commercial unit constructed in the Ground floor shall come under the allocation of the Developer.
- 17.2 "Developer's Allocation"** shall mean and include **56% of the balance entire Constructed areas as per the sanctioned building plan** to be obtained from the concerned authority of the Bidhannagar Municipal Corporation (previously Rajarhat-Gopalpur Municipality) (residential and car parking space, both covered and open and commercial spaces, if any) and other units on the ground floor save and except which shall be allotted to the Owners as mentioned hereinabove, of the Said Building Together with Roof Right Together with undivided proportionate share in the land and undivided proportionate share in the Common Parts.
- 17.3** The Parties agree that the Developer shall be responsible to keep the Owners' Allocation secured from entry of trespassers or any other

person who has no legal right over possession on the Owners' Allocation.

- 17.4** The Parties agree that the Developer shall have the sole, exclusive and absolute right to recover their cost of construction and profits from sale of the Developer's Allocation.
- 17.5** The Developer hereby agrees and covenants with the Owners not to do any acts, deeds or things whereby the Owners will be prevented from enjoying, seeing, assigning, disposing of the Owners' Allocation or any part of it.
- 17.6** The Developer shall complete the construction and make the said Project habitable and handover the Owners' Allocation within the Project Completion Date i.e. **24 months from the date of the execution and registration of this Development Agreement and with a grace period of 6 months as described** hereinabove, unless prevented by the circumstances of 'Force Majeure' described hereinabove. After the completion of the Owners' Allocation, the Developer will inform the Owners to take possession of the Owners' Allocation in favour of the Owners in writing via Speed Post/Registered Post and the Owners shall be bound to take the possession of the Owners' Allocation within 07 (seven) days from the date of issuance of the said letter and if the Owners fail to take delivery of the Owners' Allocation within the stipulated period then it shall be deemed that satisfactory physical possession of the Owners' Allocation has been handed over to the Owners by the Developer on the seventh day of the date of issuance of the said letter and the Developer shall have no responsibility with regard to the Owner's Allocation thereafter.
- 17.7** Neither party shall use or permit to be used with the respective allocation in the building or any part or portion thereof for carrying on any obnoxious, illegal and immoral trade or activity and not be use the same for any purpose which may cause any nuisance or hazard to the occupiers of the said Project/Complex.
- 17.8** Neither party shall demolish or permit demolition or any wall or other structure in their respective allocation or any portion thereof and make any structural alteration after completion of the said Project without the written permission of the Society.

18. MORTGAGE:

- 18.1** The Owners hereby agree, undertake and acknowledge that the Developer shall be entitled to obtain loans and/or advances from the RBI recognized financial institution/Bank and/or Non-Banking Financial Companies (NBFCS) as may from time to time be required specifically and only for carrying out and completing the Project and not for any other purpose and the same by creating charge/mortgage over the Developer's Allocation by deposit of original title Deeds or through a Deed of Simple Mortgage of and in respect of the Said Property and the same on such terms and conditions as the Developer shall think fit and proper.
- 18.2** The enable the Developer to raise finance exclusively for development of the "Said Property", the Owners shall extend its co-operation and assistance as may be required for obtaining such loans and advances from any RBI recognized financial institution/Bank and/or Non-Banking Financial Companies (NBFCS) as also for creating charge over the Developer's Allocation in the "Said Property" and/or the Project. The Owners for such purpose shall grant Power of Attorney, wherein, the Developer and/or its nominee/s would be empowered to represent the Owners to create charge in favour of the Banks and/or Non-Banking Financial Companies (NBFCS) in respect of the Developer's Allocation.
- 18.3** The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owners shall not be liable or responsible in any manner whatsoever.
- 18.4** The Developer shall keep the Owners as also the "Said Property" and/or the said Project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claims, demands, actions, prosecution or proceeding as may be suffered or incurred by the Owners or any buyer/transferee in the Project in this regard.
- 18.5** In no manner whatsoever, till the completion of the Project the Owners shall not be entitled to mortgage the Said Property in favour of the Banks and/or Non-Banking Financial Companies (NBFCS) and till completion of the Project and the title documents shall be in the custody of the Developer.

19. RATES, TAXES AND MAINTENANCE:

- 19.1 The Owners herein shall bear and pay the land revenue, Panchayet/Municipal taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" for the period till the date of execution hereof.
- 19.2 On and from the date of execution of this Presents, the Developer herein shall bear and pay the land revenue as also the Municipality Taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" till the Developer complete construction of the Project and after handing over possession of the Owners' Allocation, the Developer and the Owners shall be liable to pay the rates and taxes and other levies in respect of their final allocation settled between the Owners and the Developer accordingly.
- 19.3 On and from the date of completion of the proposed Project as also making over the possession of the several Units and Car Parking spaces of the Project to the buyers and/or the transferees, the Buyers/Transferees shall be responsible to bear and pay the land revenue, Panchayet/Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Commercial Units, if any and/or car parking spaces.
- 19.4 On and from the date of completion of construction of the said Project, the Developer shall be responsible to look after, manage and administer the day-to-day maintenance of the Project as also maintenance of the common parts, areas, amenities and facilities at the Project, on the terms and conditions the Developer deems fit and proper and till the formation of an Association/Syndicate or incorporation of a Company for the purpose.
- 19.5 The Developer shall cause an Association/Syndicate or Limited Company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said Project. The Developer shall also be responsible to frame the rules, regulations and bye laws of such Management Association/Syndicate/Company.

20. CERTAIN DEFAULTS AND CONSEQUENCES:

- 20.1 In case the Developer fails to construct and complete the Project within completion time as contemplated hereinabove then and in such event, the Developer shall be entitled to a further grace period of 6 (six) months subject to the Developer paying the "delay/penalty amount" and any other liabilities and consequences arising thereof to the Buyers/Transferees of both the Owners and the Developers as may be agreed in the Unit transfer Agreement during such

extended grace period of 6 (six) months. Provided, also that if the Developer still fails to comply with its obligations within such extended grace period of 6 (six) months.

20.2 None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided hereunder. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such relief/s.

21. MISCELLANEOUS:

21.1 The Owners and the Developer have entered into this Agreement purely on principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owners nor shall the parties hereto constitute an Association of persons.

21.2 Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owners of the "Said Property" or any part thereof to the Developer, or as creating any right, title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.

21.3 The proposed Project to be erected by the Developer in or upon the land comprised in the "Said Property" shall be named with such name as decided by the Developer.

21.4 On completion of the development of the "Said Project" and construction of the said project as also distribution of the Owners' Allocation and the Developer's Allocation between the Owners and the Developer respectively as mentioned hereinabove, this Agreement shall stand fulfilled.

21.5 The Owners and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.

21.6 The Owners and/or their authorized representatives shall at all times be entitled to view, inspect the development work and/or construction of the Project at the "Said Property" after giving prior 24 hours notice to the Developer.

21.7 Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.

21.8 At all times the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal, civil or revenue) suffered or incurred by the Owners and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.

21.9 Any Goods and Service Tax or other impositions and taxes relating to development and construction of the Project and in respect of implementation of this transaction shall be borne and paid by the Developer.

22. NOTICES:

22.1 Mode of service: Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by registered post with acknowledgement due to the proper address, described below and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time). The Owners shall address all such notices and other written communications to **Azizul Haque** shall address all such notices and other written communications to the Owners and/or their authorised representatives.

22.2 Time of Service: Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery, (2) if sent by registered post, on the 4th day of handing over the same to the postal authorities.

22.3 Proof of service: In proving such service it shall be sufficient to prove that personal delivery was made or in the case of registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities.

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

23. No assignment/nomination: Under no circumstances, wither of the Parties be entitled to assign/nominate or transfer any benefit of any nature whatsoever, as conferred in their favour by virtue of this Agreement and/or the "Said Property".

24. DOCUMENTATION:

- 24.1 All agreements, contracts, deeds, documents for the sale of the units at the Project shall be identical the similar terms and conditions as may be decided by the Developer in consultation with the Owners.
- 24.2 All deeds, Agreements, documents and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for transfer of Units and other saleable spaces of the Project shall be prepared by Sourav Baidya (Project Advocate) and the same shall be strictly in accordance with the agreed terms under this Agreement.

25. **ENTIRE AGREEMENT:**

- 25.1 This Agreement records all the terms, conditions, understandings, representations and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.
- 25.2 This Agreement is a culmination of the discussions and negotiations between the Parties and constitutes the final bargain between them and all rights and obligations with respect to the "Said Property" and/or development thereof as also construction of them proposed project thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

26. **AMENDMENTS:**

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

27. **SEVERABILITY:**

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

28. **ARBITRATION AND CONCILIATION:**

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

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

29. JURISDICTION:

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

THE FIRST SCHEDULE ABOVE REFERRED TO

("SAID PROPERTY")

ALL THAT piece and parcel of ALL THAT vacant **Bastu land measuring an area 05 Cottahs 07 Chhitaks 20 Sq.Ft.** comprised in **Mouza - Salua**, J.L. no. 3, Reh.Sah. no. 109, Touzi no. 2998, appertaining to Sabek Khatian no. 66, Jamidar Khatian no. 60, L.R. Khatian no. 273, renumbered as **L.R. Khatian nos. 1811, 1812 and 1813**, Sabek Dag no. 365 corresponding to Hal Dag no. 364, **L.R. Dag no. 364**, Holding no. R.G.M. 11/2204 later renumbered as **Holding no. RGM 4/2204**, Ward no. 11/4, presently **Ward no. 4**, presently within **Bidhannagar Municipal Corporation** (previously Rajarhat Gopalpur Municipality), **Police Station - Airport** (previously Rajarhat), **Kolkata - 700136, District - North 24 Parganas** along with all the rights of easements and appurtenances which is butted and bounded by :-

- On the North** - **16 FEET wide Municipality Road;**
- On the South** - **Residential structure;**
- On the East** - **12 FEET wide Municipality Road; and**
- On the West** - **Land of Late Bimal Krishna Mandal.**

Road name: **Rajarhat Road (Salua - Gopalpur).**

Biswajit Samal

- Ramesh IT Samal
21/11/2022

- Rajarhat

Azizul Hossain

THE SECOND SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

- **Foundation: -**
RCC piling only with tie-beam.
RCC framed structure on Pile Foundation Aerated Concrete Block for both external and internal walls.

- **Brick** – ACC block/Traditional Brick. The outer wall of the building shall be 8 inches thick, inner walls shall be 3 inches thick and shared wall shall be 5 inches thick.

- **Exteriors: -**
Cement plaster, Putty, cement-based painting over water repellent weather coating.

- **Flooring: -**
Vitrified 2 feet x 2 feet tiles in Bedrooms, living/dining and common areas (lobbies) on all floors of all the residential units.

- **Interiors: -**
Putty inside flats shall be of Berger/equivalent brand. Outer and Inner plaster of the Flat shall be made by the Second Party. Coloring of the common areas together with putty, weather coat and coloring of the outer part of the building shall be undertaken by the Second Part

- **Kitchen: -**
Anti-skid ceramic tiles on floor, Cuddapah kitchen counter, stainless steel sink with one number of taps at each and every kitchen, glazed ceramic tiles dado on the walls above kitchen counter (2 feet x 1 foot), CP fittings of reputed make, granite table top of the kitchen, upto 2.5 feet height ceramic tiles from the table top of kitchen. Kitchen shall have one chimney point, one microwave oven point, one light point and one exhaust fan point.

- **Bathroom-cum-Toilets: -**
Anti-skid ceramic tiles (2 feet x 1 foot) on floor, glazed ceramic tiles dado on the walls upto the height of the bathroom door height,

ceramic wash basins, European WC and CP fittings of reputed make. Fittings shall be of Jaquar/Essco/equivalent brand. Bathroom cum Toilet shall consist of hot and cold water line provided with CPVC pipe. Bathroom cum toilet shall have one light point, one fan point (exhaust) and one geyser point.

- **Doors:** -
Wooden door frames, Pinewood/sun mica pasting plywood door for main entrance door and magic eye, outside finish, polish teak Veneer, Inside Paint finish, Painted wooden door frames, solid core flush shutters for all internal doors with paint finish. The external main door and inner side doors shall be of sun mica pasting plywood door/laminated solid core flush door. Lock of the main door will be of reputed brand.
- **Lift:** Automatic.
- **Windows:** - Powder coated aluminum frames.
- **Stairs and Stair-Case:** - Granite or Marble for the stairs and side railing for the Stair-Case.
- **Roof:** - Properly waterproofed.
- **Electricals of the Flat:** - Wire of Finolex/V.Guard or equivalent company for the rooms of the Flat along with one A.C. point, two charging points in each bedroom, three light points and one fan point in each room of the Flat, one charging point in the Dining cum Drawing room. The Second Party shall provide one Bed Switch point in any one of the bedrooms, One TV point in the Dining cum Drawing room, one refrigerator point in the kitchen and one washing machine point in any of the available space in the Flat.
- **Plumbing:** Plumbing Fittings of the building shall be of Supreme/Ashirbad/Joy/equivalent brand.
- **Grill :** Balcony 3 inches iron grill.

- **Flooring of the Ground floor and common areas on the ground floor shall be of Paper Block.**
- **Switch : Anchor/Legrand/V Guard/Indo Asian or equivalent.**
- **MCB Box : Legrand/V Guard/Indo Asian or equivalent.**

THE THIRD SCHEDULE ABOVE REFERRED TO

POWER OF ATTORNEY

1. **Sanction, revalidation, modification, extension and alteration of Building Plans and other Statutory Compliances:** To cause sanction, revalidation, modification, extension and alteration of the Building Plans to be prepared and submitted by appointing a qualified person/architect and structural engineer and then to have the same sanctioned and/or revalidated and/or modified and/or extended and/or altered and/or revised by the concerned Bidhannagar Municipality, the other authorities and to pay fees, costs and charges for such sanction, modification, alteration, revision, extension and re-validation as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate and other certificates from the concerned Bidhannagar Municipality and other authorities.
2. **Dealing with Authorities:** To deal with all authorities including but not limited to concerned Bidhannagar Municipality and other Authorities for sanction, modification, alteration, extension, revision and re-validation of the Building plans and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required and cause gift of portion of the Said Property in favour of the concerned Bidhannagar Municipality and other Authorities for road widening or any other necessities as may be required by the Developer/Attorney.
3. **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.

4. **Amalgamation of Said Property:** To apply and take all steps in order to amalgamate the said property on behalf of the Owners along with the adjacent land.
5. **Regulatory clearances:** To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under (1) West Bengal Land Reforms Act, 1955 and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
6. **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the said Project on the Said Property.
7. **Construction:** To construct temporary sheds and go-downs for storage of building materials and running of site office and to construct the said Project and/or any other structure on the said Property, in accordance with the Development Agreement.
8. **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Developer/Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Owners.
9. **Signing and execution:** To sign, execute, accept, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, Deed of Gift in favour of the Municipality/Panchayet, confirmations and consents for and in connection with the Said Property, sanction, modifications, alterations, revision and re-validation of the Building Plans, Boundary declaration and to have the same registered and obtain all permissions and clearances as may be required for the same.
10. **Mortgage:** To obtain construction loan from any Bank or financial institution as contemplated within the Development Agreement and/or any part thereof and can sign and execute all documents in this behalf from time to time and arrange for registration of the same from the appropriate authority.

11. **Acceptance of Papers:** To accept notices and service of papers from the concerned Municipality/Gram Panchayet, Fire Brigade/Competent Authority under the Police, both Civil Court and Criminal, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.
12. **Granting receipts:** To received and pay and/or deposit moneys including fees, rent, interest from any person or persons, body or bodies, authority/ies and receive fund and to receive and grant valid receipts and discharges in respect thereof.
13. **Land Revenue:** To make payment of up to date land revenue/municipality/local authority taxes in respect of the said property by way of approaching the concerned authorities and obtaining necessary orders for such payments and to collect receipt thereof.
14. **Outgoings:** To pay all outgoings, including Municipal/Panchayet Taxes, etc. in respect of the Said Property/Said Project and to collect receipts thereof.
15. **Mutation:** To take all necessary steps and to sign and submit all papers, applications and documents to record the Owners' name as owners of the Said Property in the Office of the B.L. & L.R.O., the concerned authorities/Municipality/Panchayet. Local authorities and/or any other concerned authorities and to pay fees, costs and charges for that purpose.
16. **Land Conversion:** To take all necessary steps and to sign and submit all papers, applications and documents in connection with change of the nature and character of land contained in the Said Property inter alia by way of approaching the concerned authorities and obtaining necessary orders for conversion of the said Property as may be required or deemed fit by the Developer and thereafter paying fees and charges for the same.
17. **Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Property.
18. **Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.

19. **Negotiation and Transfer:** To negotiate for transfer/sublet/assignment and transfer the Units and Parking Spaces in the said Project, and also commercial spaces, if any, in the said Project, comprised in the Developer's Allocation (as defined in the Development Agreement) including any future supplementation/s and as per the terms therein), to the intending buyers, on terms and conditions as be deemed fit by the Developer and to prepare sign, execute and deliver agreements, conveyances and other instruments in this regard.
20. **Received Payments:** To receive all payments with regard to the transfer of the Units and Parking Spaces and Commercial spaces, if any, in the said Project falls within the Developer's Allocation to the intending buyers and acknowledge receipt of the payments.
21. **Permissions and Clearances:** To apply for and obtain all kinds of permissions and clearances required for entering into such agreements, conveyances, sub-lease, assignment and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer of the Units in the said Project falls within the Developer's Allocation to the intending buyers.
22. **Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated, declarations, gifts Deed in favour of Bidhannagar Municipality, amalgamation and/or other Authorities (if required), boundary declarations as may be required and to appear before the concerned Registrar for registration of Sale Deeds of, assignments, other instruments for transfer of the Units and parking spaces, and commercial spaces, if any in the said Project falls within the Developer's Allocation and in particular to present for registration, admit execution, have registered and obtain original of said declarations, said Gift Deed in favour of the concerned Bidhannagar Municipality and/or other Authorities and Sale Deeds for transfer of the Units and parking spaces, commercial spaces if any, in the said Project falls within the Developer's Allocation.
23. **Registration of Sale Deeds:** To appear before the concerned Registrar for Registration of Sale Deeds assignments, other instruments for transfer of the Units and Parking Spaces, Commercial Spaces, if any in the said Project falls within the Developer's Allocation and in

particular to present for registration, admit execution, have registered and obtain original of Sale Deed from the concerned Registration Office.

24. Legal Action: To take any legal action or to defend any legal proceedings including arbitration proceedings arising out of any matter in respect of the Said Property and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees, etc.

Ratification hereby made: The Owners/Grantors hereby ratify and confirm and agree to ratify and confirm all lawful actions of the Developer/Attorney in pursuance of this Power of Attorney.



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

SIGNED, SEALED AND DELIVERED by

The **Owners/Grantors** abovenamed at
Kolkata in the presence of:-

- 1) Sarup Dutta
Kole Park
2. Hrishant Goswami
Baruipur.

Biswajit Samui
- Ramen IT Samui
3/12/11-2010/2
- Kapil Samui

SIGNED, SEALED AND DELIVERED by

The **Developer/Attorney** abovenamed at
Kolkata in the presence of:-

Sarup Dutta
Hrishant Goswami

A. CONSTRUCTION

Azizul Hossain
Proprietor

Prepared and Drafted by me,

Sourav Baidya, Advocate.
Regd. no. WB/2217/2013.

SOURAV BAIDYA
Advocate
Alipore Judges Court
Alipore, Kol-27

Memo of Payment

Biswajit Samui:

Received a sum of **Rs. 15,42,786/- (Rupees Fifteen Lacs Forty-Two Thousand Seven Hundred and Eighty-Six) only** from the Developer on this day at the time of execution and registration of this Development Agreement and Power of Attorney.

Date	Mode of payment	Bank	Amount (Rs.)
02.04.2023	Cheque (000002)	ICICI	50,000/-
02.04.2023	CASH	-	50,000/-
19.05.2023	ONLINE TRSNFER	ICICI	2,09,036/-
19.05.2023	ONLINE	-	8,750/-
19.05.2023	CASH	-	1,00,000/-
19.05.2023	CASH	-	50,000/-
19.05.2023	CHEQUE (000019)	ICICI	1,50,000/-
19.05.2023	CHEQUE (000024)	ICICI	5,50,000/-
19.05.2023	CHEQUE (000036)	ICICI	3,75,000/-
		TOTAL	15,42,786/-

Biswajit Samui
Signature of Biswajit Samui

In the presence of :

WITNESSES:-

- 1) *Sarup Gupta*
- 2) *Hrishant Goswami*

Ranajit Samui:

Received a sum of Rs. 15,42,786/- (Rupees Fifteen Lacs Forty-Two Thousand Seven Hundred and Eighty-Six) only from the Developer on this day at the time of execution and registration of this Development Agreement and Power of Attorney.

Date	Mode of payment	Bank	Amount (Rs.)
02.04.2023	CHEQUE (000003)	ICICI	50,000/-
02.04.2023	CASH	-	50,000/-
19.05.2023	ONLINE TRANSFER	ICICI	2,09,036/-
19.05.2023	ONLINE	-	8,750/-
19.05.2023	CASH	-	1,00,000/-
19.05.2023	CASH	-	50,000/-
19.05.2023	CHEQUE (000020)	ICICI	1,50,000/-
19.05.2023	CHEQUE (000025)	ICICI	5,50,000/-
19.05.2023	CHEQUE (000037)	ICICI	3,75,000/-
		TOTAL	15,42,786/-

Ranajit Samui
Signature of Ranajit Samui

In the presence of :

WITNESSES:-

- 1) Suresh Dutt
- 2) Hrishant Goswami

Maya Samui :

Received a sum of **Rs. 21,39,000/- (Rupees Twenty-One Lacs Thirty Nine Thousand) only** from the Developer on this day at the time of execution and registration of this Development Agreement and Power of Attorney.

DATE	MODE OF PAYMENT	BANK	AMOUNT (Rs.)
02.04.2023	CHEQUE (000005)	ICICI	50,000/-
02.04.2023	CASH	-	50,000/-
19.05.2023	ONLINE TRANSFER	ICICI	1,22,931/-
19.05.2023	ONLINE	-	8,750/-
19.05.2023	CHEQUE (000022)	ICICI	1,50,000/-
19.05.2023	CASH	-	50,000/-
19.05.2023	CASH	-	1,00,000/-
19.05.2023	CHEQUE (000030)	ICICI	50,000/-
19.05.2023	CHEQUE (000031)	ICICI	50,000/-
19.05.2023	CHEQUE (000029)	ICICI	6,00,000/-
19.05.2023	CHEQUE (000040)	ICICI	4,07,319/-
19.05.2023	CHEQUE (000041)	ICICI	5,00,000/-
		TOTAL	21,39,000/-

Maya Samui

SIGNATURE OF Maya Samui

In the presence of :

WITNESSES:-

1) Sarup Dutty
2) Hrishant Goswami



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name Biswajit Samui
 Signature Biswajit Samui



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name Ramajit Samui
 Signature Ramajit Samui



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ମାୟା ସାମୁଇ
 Signature ମାୟା ସାମୁଇ



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name KAPIL SAMUI
 Signature Kapil Samui



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name *Azizul Hossain*

Signature *Azizul Hossain*

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Major Information of the Deed







Deed No :	I-1904-07791/2023	Date of Registration	02/06/2023
Query No / Year	1904-2001281837/2023	Office where deed is registered	
Query Date	19/05/2023 8:59:31 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sourav Baidya 889/1A DH Road, Kol 63, Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700063, Mobile No. : 7003320267, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4311] Other than Immovable Property, Receipt [Rs : 73,63,572/-]		
Set Forth value	Market Value		
	Rs. 1,54,94,063/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,051/- (Article:48(g))	Rs. 73,734/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



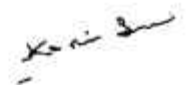
Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Rajarhat Road(salua-gopalpur), Mouza: Salua, , Ward No: 4, Holding No:RGM4/2204 JI No: 3, Touzi No: 2998 Pin Code : 700136

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-364 (RS :-)	LR-1811	Bastu	Bastu	5 Katha 7 Chatak 20 Sq Ft		1,54,94,063/-	Width of Approach Road: 16 Ft.,
Grand Total :					9.0177Dec	0 /-	154,94,063 /-	

Land Lord Details :



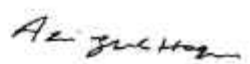


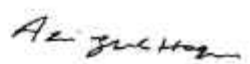


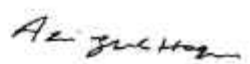
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Biswajit Samui Son of Late Ramchandra Samui Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office	 19/05/2023	 LTI 19/05/2023	Biswajit Samui 19/05/2023
Salua Mondalpara, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: bgxxxxxx9l, Aadhaar No: 87xxxxxxxx5517, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Shri Ranajit Samui Son of Late Ramchandra Samui Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office	 19/05/2023	 LTI 19/05/2023	Ranajit Samui 19/05/2023
Salua Mondalpara, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: bmxxxxxx0g, Aadhaar No: 33xxxxxxxx9539, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	Smt Maya Samui Wife of Late Satrughna Samui Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office	 19/05/2023	 LTI 19/05/2023	Smt Maya Samui 19/05/2023
Salua Mondalpara, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North24-Parganas, West Bengal, India, PIN:- 700136 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: egxxxxxx5p, Aadhaar No: 63xxxxxxxx3520, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office				

Name	Photo	Finger Print	Signature
Shri Kapil Samui Son of Late Satrughna Samui Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office	 19/05/2023	 LTI 19/05/2023	 19/05/2023
Salua Mondalpara, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: coxxxxxx0p, Aadhaar No: 64xxxxxxxx0886, Status :Individual, Executed by: Self, Date of Execution: 19/05/2023 , Admitted by: Self, Date of Admission: 19/05/2023 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	A CONSTRUCTION PASCHIMPARA JATRAGACHI GHUNI, City:- Not Specified, P.O:- GHUNI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 , PAN No.:: AQxxxxxx3B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> AZIZUL HAQUE (Presentant) Son of SIRAJUL HAQUE Date of Execution - 19/05/2023, , Admitted by: Self, Date of Admission: 19/05/2023, Place of Admission of Execution: Office </td> <td>  May 19 2023, 4:52PM </td> <td>  LTI 19/05/2023 </td> <td>  19/05/2023 </td> </tr> <tr> <td colspan="4"> PASCHIMPARA JATRAGACHI GHUNI, City:- Not Specified, P.O:- GHUNI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AQxxxxxx3B, Aadhaar No: 69xxxxxxxx7257 Status : Representative, Representative of : A CONSTRUCTION (as Proprietor) </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	AZIZUL HAQUE (Presentant) Son of SIRAJUL HAQUE Date of Execution - 19/05/2023, , Admitted by: Self, Date of Admission: 19/05/2023, Place of Admission of Execution: Office	 May 19 2023, 4:52PM	 LTI 19/05/2023	 19/05/2023	PASCHIMPARA JATRAGACHI GHUNI, City:- Not Specified, P.O:- GHUNI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AQxxxxxx3B, Aadhaar No: 69xxxxxxxx7257 Status : Representative, Representative of : A CONSTRUCTION (as Proprietor)			
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AZIZUL HAQUE (Presentant) Son of SIRAJUL HAQUE Date of Execution - 19/05/2023, , Admitted by: Self, Date of Admission: 19/05/2023, Place of Admission of Execution: Office	 May 19 2023, 4:52PM	 LTI 19/05/2023	 19/05/2023										
PASCHIMPARA JATRAGACHI GHUNI, City:- Not Specified, P.O:- GHUNI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AQxxxxxx3B, Aadhaar No: 69xxxxxxxx7257 Status : Representative, Representative of : A CONSTRUCTION (as Proprietor)													

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SOURAV BAIDYA Son of Mr DEBDAS BAIDYA ALIPORE JUDGES COURT, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 19/05/2023	 19/05/2023	 19/05/2023
Identifier Of Shri Biswajit Samui, Shri Ranajit Samui, Smt Maya Samui, Shri Kapil Samui, AZIZUL HAQUE			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Biswajit Samui	A CONSTRUCTION-2.25443 Dec
2	Shri Ranajit Samui	A CONSTRUCTION-2.25443 Dec
3	Smt Maya Samui	A CONSTRUCTION-2.25443 Dec
4	Shri Kapil Samui	A CONSTRUCTION-2.25443 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Rajarhat Road(salua-gopalpur), Mouza: Salua, , Ward No: 4, Holding No:RGM4/2204 JI No: 3, Touzi No: 2998 Pin Code : 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 364, LR Khatian No:- 1811	Owner:রঞ্জিত সামুই, Gurdian:রাম চন্দ্র সামুই (মৃত), Address:নিজ , Classification:বাণ, Area:0.05000000 Acre.	Shri Ranajit Samui

On 19-05-2023

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

Presented for registration at 15:26 hrs on 19-05-2023, at the Office of the A.R.A. - IV KOLKATA by AZIZUL HAQUE ,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,54,94,063/-

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

Execution is admitted on 19/05/2023 by 1. Shri Biswajit Samui, Son of Late Ramchandra Samui, Salua Mondalpara, P.O: R Gopalpur, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business, 2. Shri Ranajit Samui, Son of Late Ramchandra Samui, Salua Mondalpara, P.O: R Gopalpur, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business, 3. Smt Maya Samui, Wife of Late Satrughna Samui, Salua Mondalpara, P.O: R Gopalpur, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession House wife, 4. Shri Kapil Samui, Son of Late Satrughna Samui, Salua Mondalpara, P.O: R Gopalpur, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business

Indetified by Mr SOURAV BAIDYA, , Son of Mr DEBDAS BAIDYA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 19-05-2023 by AZIZUL HAQUE, Proprietor, A CONSTRUCTION (Sole Proprietorship), PASCHIMPARA JATRAGACHI GHUNI, City:- Not Specified, P.O:- GHUNI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Indetified by Mr SOURAV BAIDYA, , Son of Mr DEBDAS BAIDYA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 73,734.00/- (B = Rs 73,636.00/- ,E = Rs 14,00/- ,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 73,650/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/05/2023 1:30PM with Govt. Ref. No: 192023240061234578 on 19-05-2023, Amount Rs: 73,650/-, Bank: SBI EPay (SBlePay), Ref. No. 8369506011036 on 19-05-2023, Head of Account 0030-03-104-001-16

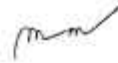
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,051/- and Stamp Duty paid by Stamp Rs 20.00/-, by online = Rs 40,031/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 293733, Amount: Rs.20.00/-, Date of Purchase: 17/03/2023, Vendor name: A K SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/05/2023 1:30PM with Govt. Ref. No: 192023240061234578 on 19-05-2023, Amount Rs: 40,031/-, Bank: SBI EPay (SBlePay), Ref. No. 8369506011036 on 19-05-2023, 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

On 02-06-2023

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
12) of Indian Stamp Act 1899

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 382723 to 382790

being No 190407791 for the year 2023.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.06.05 13:28:46 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/06/05 01:28:46 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)