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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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at 127508
12/8/21
No. 422000



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

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

11 AUG 2021

DEVELOPMENT AGREEMENT REGISTERED along with REGISTERED DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY made on this 11th day of August, Two Thousand Twenty One (2021).

BETWEEN

Binay Pr. Singh Rinku S. Mondal

Pr. Singh

92975
SWAMINATH DAS
Advocate
6, Old Post Office Street
1st Floor, Room No. 66
Kolkata-700 001

No.....
Address.....
Rs.....
Date.....

SIPRA DEPT

Licence No. 15A
Code : 1070
1, N. S. Road, Kolkata-700 001

[Handwritten Signature]

28 JAN 2021

28 JAN 2021



[Handwritten signature]





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

GRN Details

GRN: 192021220044237851
GRN Date: 04/08/2021 17:17:54
BRN : IB04082021079375
Payment Status: Successful

Payment Mode: Online Payment
Bank/Gateway: Indian Bank
BRN Date: 04/08/2021 00:08:00
Payment Ref. No: 2001275082/14/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: VENI REALTORS LLP
Address: KOLKATA
Mobile: 7003104118
Email: venirealtorswithyou@outlook.com
Depositor Status: Buyer/Claimants
Query No: 2001275082
Applicant's Name: Mr SWAPNADIP DAS
Identification No: 2001275082/14/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001275082/14/2021	Property Registration- Stamp duty	0030-02-103-003-02	10011
2	2001275082/14/2021	Property Registration- Registration Fees	0030-03-104-001-16	9021
			Total	19032

IN WORDS: NINETEEN THOUSAND THIRTY TWO ONLY.

(1). **SHIVRATHI PROJECTS PRIVATE LIMITED**, (PAN no. AAUCS1799K), a company incorporated under the Companies Act, 1956 and (2). **SHIVRATHI DEVELOPERS PRIVATE LIMITED**, (PAN no. AAUCS2089L), a company incorporated under the Companies Act, 1956, registered office of both the company is Unit No. 204, 2nd Floor of Chandan Niketan Building, 52A, Shakespeare Sarani, P.O. Circus Avenue, P.S. Beniapukur, Kolkata - 700017, both are duly represented by its director having duly represented by its **Director, Mr. Ranajit Seth (PAN - DERPS0920F) & (AADHAR No. 767280146027)**, son of Mr. Jhantu Seth, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 44, S. N. Roy Road, Sahapur, P.O. & P.S. Behala, Kolkata - 700038, West Bengal, hereinafter called the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include its heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **FIRST PART**.

AND

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

WHEREAS by virtue of **two Deeds of Conveyance** dated **06.02.1963 & 23.11.1973** both registered at the office of the Sub-Registrar, Cossipore Dum Dum recorded in Book No. 1, Volume No. 17, Pages 222 to 223 being **Deed No. 851** for the year **1963** and Book No. 1, Volume No. 137, Pages: 299 to 300, being **Deed No. 7879** for the year **1973** respectively one **Sampatti Dasi alias Sampatti Bala Dasi** became absolute Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of land measuring about **10 decimals** more or less in C.S. Dag No. 411 under C.S. Khatian No. 431, in Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District: North 24-Parganas.

AND WHEREAS the said **Sampatti Dasi alias Sampatti Bala Dasi** recorded her name in the record of the Settlement Zarip in R.S. Dag No. 416 under L.R. Khatian No. 1706, in Mouza - Chawkpachurta, in respect of aforesaid **10 decimals** more or less of land.

AND WHEREAS by a **Deed of conveyance** dated **05.08.1991** registered at the office of the A.D.S.R. Bidhannagar, Salt Lake City, recorded in Book NO. 1, Volume No. 125, Pages: 385 to 392 being **Deed No. 6932** for the year **1991** **Sampatti Dasi alias Sampatti Bala Dasi** sold, transferred and conveyed unto and in favour of **Kali Pada Maity** of **All That** piece and parcel of land measuring about **3 Cottahs 0 Chittack 0 Sq. Ft.** more or less in C.S. Dag No. 411. R.S. Dag No. 416. Under C.S. Khatian No. 431, L.R. Khatian No. 1706, Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District: North 24-Parganas.

AND WHEREAS by a **Deed of conveyance** dated **05.08.1991** registered at the office of the A.D.S.R. Bidhannagar, Salt Lake City, recorded in Book no. 1, Volume No. 125, Pages : 377 to 384 being **Deed No. 6931** for the year **1991** the said **Sampatti Dasi alias Sampatti Bala Dasi** sold, transferred and conveyed unto and in favour of **Bhola Nath Kapoor** of **All That** piece and parcel of land measuring about **4 Cottahs 0 Chittack 0 Sq. Ft.** more or less in C.S. Dag No. 411. R.S. Dag No. 416. Under C.S. Khatian No. 431, L.R. Khatian No. 1706, Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District : North 24-Parganas.

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AND WHEREAS by a **Deed of conveyance dated 12.10.2007**, in the office of the D.R. North 24-Parganas, Barasat and recorded in Book NO. 1, Volume No. 17, Pages : 133 to 143 being **Deed No. 8433 for the year 2007** the said **Kali Pada Maity and Bhola Nath Kapoor** jointly sold, transferred and conveyed unto and in favour of **Mandira Developers Pvt. Ltd.** All That piece and parcel of land measuring about **10 decimals** more or less in C.S. Dag No. 411, R.S. Dag No. 416, Under C.S. Khatian No. 431, L.R. Khatian No. 1706, Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District : North 24-Parganas.

AND WHEREAS by a **Deed of conveyance dated 08.12.1989** registered at the office of the D.R. North 24 Parganas, Barasat and recorded in Book No. 1, Volume No. 185, Pages: 303 to 308 being **Deed No. 8705 for the year 1989** one **Ganesh Chandra Naskar**, son of Haran Chandra Naskar sold, transferred and conveyed unto and in favour of **Lalit Chandra Sardar**, All That piece and parcel of land measuring about **9 Decimals** more or less L.R. Khatian No. 1548/1, in R.S. Dag No. 416, L.R. Dag No. 416 under R.S. Khatian No. 597, Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District: North 24-Parganas.

AND WHEREAS thus the said **Mandira Developers Pvt. Ltd.** and **Lalit Chandra Sardar** became absolute Owner of All That piece and parcel of land measuring about **10 Decimals** more or less C.S. Dag No. 411, R.S. Dag No. 416, under C.S. Khatian No. 431, L.R. Khatian No. 1706, Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District: North 24-Parganas; and **All That** piece and parcel of land measuring about **09 decimals** more or less L.R. Khatian No. 1548/1 in R.S. Dag No. 416, L.R. Dag No. 416 under R.S. Khatian No. 597, Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District: North 24-Parganas.

AND WHEREAS by a deed of **Conveyance dated 28.07.2008** registered at the office of the A.D.S.R Bidhannagar recorded in Book No. 1, CD Volume No. 9, Pages: 16222 to 16244 being **Deed No. 9902 for the year 2008** the said **Mandira Developers Pvt. Ltd.** and **Lalit Chandra Sardar**, sold, transferred and conveyed unto and in favour of **Alpha Vanijya Pvt. Ltd.** and **BLD Consultancy Services Pvt. Ltd.** of **All That** piece and parcel of Sali land measuring about **19 decimals** more or less lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 411, R.S. Dag No. 416, under C.S. Khatian No. 431, R.S. Khatian No. 597 & L.R. Khatian 1706 & 1548/1, A.D.S.R.O. Bidhannagar (Salt Lake City), within the local limit of Patharghata Gram Panchyat, P.S. Rajarhat, Distirct : Noth 24 Parganas.

AND WHEREAS one **Kalidasi Dasi** was absolute absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **All That** piece and parcel of land **54 decimals** more or less in C.S. Dag No. 408, R.S. Dag No. 413, under C.S. Khatian No. 468, R.S. Khatian No. 674, In Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District: North 24-Parganas.

AND WHEREAS by a **Deed of Conveyance dated 12.02.1975** registered at the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. 1, Volume No. 28, Pages 73 to 75, being **Deed No. 1299 for the year 1975** the said **Kalidasi Dasi** sold, transferred and conveyed unto and in favour of **Kamala Biswas** of All That piece and parcel of land measuring about **33 decimals** more or less of land out of 54 decimals in C.S. Dag No. 408, R.S. Dag No. 413, under C.S. Khatian No. 468, R.S. Khatian No. 674, in Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District: North 24-Parganas.

AND WHEREAS by a **Deed of Conveyance dated 28.08.1986** registered at the office of A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. 1, being **Deed No. 6925 for the year 1986** the said Kamala Biswas, sold, transferred and conveyed unto and in favour of **Gour Sardar** of **All That** piece and parcel of land measuring about **33 decimals** more or less of land out of 54 decimals in C.S. Dag No. 408, R.S. Dag No. 413, under C.S. Khatian No. 468, R.S. Khatian No. 674, in Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District: North 24-Parganas.

AND WHEREAS by a **Deed of conveyance dated 28.08.1986** registered at the office of the A.D.S.R. Bidhannagar, Salt Lake City, recorded in Book NO. 1, Volume No. 132, Pages: 305 to 312 being **Deed No. 6926 for the year 1986** the said **Gour Sardar**, sold, transferred and conveyed unto and in favour of **Kalyani Paith** of **All That** piece

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and parcel of land measuring about **05 decimals** more or less out of 33 decimals in C.S. Dag No. 408, R.S. Dag No. 413. Under R.S. Khatian No. 468, L.R. Khatian No. 2294, Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District : North 24-Parganas.

AND WHEREAS by a **Deed of conveyance** dated **12.10.2007** registered at the office of the D.R. North 24 Parganas, Barasat and recorded in Book no. 1, Volume No. 17, Pages: 591 to 607 being **Deed No. 8463 for the year 2007** the said **Kalyani Paith**, sold, transferred and conveyed unto and in favour of **Mandira Developers Pvt. Ltd.** of **All That** piece and parcel of land measuring about **05 Decimals** more or less in C.S. Dag No. 408, R.S. Dag No. 413, under R.S. Khatian no. 468, L.R. Khatian No. 2294, in Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District : North 24-Parganas.

AND WHEREAS disputes in the said **Deed bearing Deed No. 8463 for the year 2007**, the said **Kalyani Paith** as Vendor therein and the said **Mandira Developers Pvt. Ltd.** as Purchaser therein, the R.S. Dag No. Was correctly inserted as C.S. Dag No. 408 but corresponding R.S. Dag No. was wrongly inserted as R.S. Dag. 416 instead of R.S. Dag No. 413 and also L.R. Khatian No. of the recorded owner as well as **ALPHA VANIJYA PRIVATE LIMITED** of the said Deed namely **Kalyani Paith** was left blank. For necessary correction and for proper adjudication of the said Deed it is necessary to correct the R.S. Dag no. corresponding to C.S. Dag No. 408 i.e. R.S. Dag No. 413 and also to fill up the L.R. Khatian No. i.e. L.R. Khatian No. 2294. The said **Kalyani Paith**, the Confirming Party therein, acknowledged the said mistakes happened in the said **Deed being no. 8463 for the year 2007** and thereby execute the present Deed accepting the correction in R.S. Dag No. 413 and L.R. Khatian No. 2294, in Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, for justifying and for proper adjudicating her sale of land to the said **Mandira Developers Pvt. Ltd.**

AND WHEREAS by a **Deed of conveyance** dated **28.07.2008** registered at the office of the A.D.S.R. Bidhannagar, recorded in Book NO. 1, CD Volume No. 09, Pages : 16256 to 16278, being **Deed No. 9904 for the year 2008** the said **Mandira Developers Pvt. Ltd.** therein described as the Vendor and **Kalyani Paith**, therein described as the Confirming Party, sold, transferred and conveyed unto and in favour of **Alpha Vanijya Pvt. Ltd.** and **BLD Consultancy Services Pvt. Ltd.** of **All That** piece and parcel of Sali land measuring about **05 decimals** more or less in C.S. Dag No. 408, R.S. Dag No. 413, Under R.S. Khatian No. 468, L.R. Khatian No. 2294, Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Patharghata Gram Panchyat, District: North 24 Parganas.

AND WHEREAS thus the said **Alpha Vanijya Pvt. Ltd. and BLD consultancy Services Pvt. Ltd.** became absolute joint Owners of **All That** piece and parcel of Sali land measuring about **19 decimals** more or less comprised in C.S. Dag No. 411, R.S. Dag No. 416, under C.S. Khatian No. 431, R.S. Khatian No. 597 & L.R. Khatian No. 1706 & 1548/1 and **All That** piece and parcel of Sali land measuring about **05 decimals** more or less in C.S. Dag No. 408, R.S. Dag. 413. Under R.S. Khatian No. 468, L.R. Khatian No. 2294 **totaling to 24 decimals** more or less lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat within the local limit of Patharghata Gram Panchyat, District: North 24 Parganas.

AND WHEREAS thus the said **Alpha Vanijya Pvt. Ltd. and BLD consultancy Services Pvt. Ltd.** became absolute joint Owners of **undivided 12 satak** each of the aforesaid land lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat within the local limit of Patharghata Gram Panchyat, District: North 24 Parganas.

AND WHEREAS ALPHA VANIJYA PRIVATE LIMITED is desirous of selling of **12 satak** land comprising of **ALL THAT** piece and parcel of Sali land measuring about **9.5 decimals / satak** more or less out of 19 decimals/satak recorded in B.L & L.R.O. Rajarhat as 9 decimals/satak being 4068 share in Khatian No. 237 in the name of **Alpha Vanijya Pvt. Ltd.** comprised in C.S. Dag No. 411, **R.S. Dag No. 416**, under C.S. Khatian No. 431, R.S. Khatian No. 597 & L.R. Khatian Nos. 1706 & 1548/1 present L.R. Khatian No. 237 and **ALL THAT** piece and parcel of Sali land measuring about 2.5 decimals/satak more or less out of 05 decimals/satak recorded in B.L & L.R.O. Rajarhat

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as 3 decimals/satak being .0604 share in Khatian No. 237 in the name of **Alpha Vanijya Pvt. Ltd.** in C.S. Dag No. 408 and **R.S. Dag No. 413**, under R.S. Khatian No. 468, L.R. Khatian No. 237 **totaling to 12 decimals/satak** more or less lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat within the local limit of Patharghata Gram Panchyat, District North 24 Parganas.

AND WHEREAS by a **Deed of conveyance** dated **10.11.2014** registered at the office of the A.D.S.R. Rajarhat, North 24 Parganas, and recorded in Book NO. 1, CD Volume No. 20, Pages: 1191 to 1214 being **Deed No. 12217** for the year **2014** the said **ALPHA VANIJYA PRIVATE LIMITED**, sold, transferred and conveyed unto and in favour of **SHIVRATHI PROJECTS PRIVATE LIMITED and SHIVRATHI DEVELOPERS PRIVATE LIMITED** of **All That** piece and parcel of land measuring about **12 decimals / satak** more or less which is equivalent to **7 Cottah 4 Chitak 7 sq. ft.** more or less lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat within the local limit of Patharghata Gram Panchyat, District North 24 Parganas, as morefully and particularly described in the **SCHEDULE** hereunder written, hereinafter referred to as the **said plot of land.**

AND WHEREAS thereafter the **Owners** herein, **mutated its** name in **L.R. Khatian No. 3163** in the records of **Patharghata Gram Panchayat** as recorded **Owners** and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way and possessed and enjoyed the said property free from all encumbrances.

1.1. Ownership: Now **SHIVRATHI PROJECTS PRIVATE LIMITED and SHIVRATHI DEVELOPERS PRIVATE LIMITED**, the **Owners** herein are thus well seized and possessed or of otherwise well and sufficiently entitled to the land measuring an area **12 (Twelve) decimals / satak** more or less which is equivalent to **7 Cottah 4 Chitak 7 sq. ft.** more or less lying and situate at **Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, presently Techno City, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat** within the local limit of Patharghata Gram Panchyat, Pin Code-700156, District : North 24 Parganas West Bengal, morefully described in the **Schedule 'A'** written hereunder.

1.2. Project property : **ALL THAT** a piece or parcel of land measuring an area of **12 decimals / satak** more or less which is equivalent to **7 Cottah 4 Chitak 7 sq. ft.** more or less lying and situate at **Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 1/2, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, presently Techno City, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat** within the local limit of Patharghata Gram Panchyat, Pin Code-700156, District : North 24 Parganas West Bengal, morefully described in the **Schedule 'A'** written hereunder.

1.3. Development Agreement by and between the parties herein:

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

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

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

ARTICLE - I - DEFINITION

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

- i. **Act"** means the Real Estate (Regulations and Development) Act, 2016 (Act 16 of 2016, dated 26.03.2016) as amended by the Real Estate (Regulations and Development) Removal of Difficulties Order, 2016 dated 28.10.2016.

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- ii. That the said Development Agreement, the content and the purports thereof shall be primarily guided by the provisions of the afore-mentioned act and order alongwith all its subsequent amendments.
- iii. **"Advertisement"** means any document described or issued a advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment of inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes.
- iv. **"Agreement for sale"** means an agreement entered into the promoter and the allottee.
- v. **"allottee"** in relation to a real estate project, means the person to whom a plot, apartment or building, as the case maybe, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.
- vi. **"apartment"** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified.
- vii. **"architect"** means a person registered as an architect under the provisions of the Architects Act, 1972 (20 of 1972).
- viii. **"building"** includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes.
- ix. **"car parking area"** means such area as may be prescribed.
- x. **"carpet area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- xi. **"Commencement certificate"** means the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan.
- xii. **"common areas"** mean-
 - a. the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - b. the staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings;
 - c. the common basements, terraces, parks, play areas, open parking areas and common storage spaces.
 - d. the Premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
 - e. installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.
 - f. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
 - g. all community and commercial facilities as provided in the real estate project.
 - h. all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;
- xiii. **competent authority** means the local authority or any authority created or

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- established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property.
- xiv. **"completion certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- xv. **"day"** means the working day, in the concerned State or Union territory, as the case may be, notified by the appropriate Government from time to time;
- xvi. **"development"** with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes re-development;
- xvii. **"development works"** means the external development works and internal development works on immovable property;
- xviii. **"engineer"** means a person who possesses a bachelor degree or equivalent from an institution recognized by the all India Council of Technical Education or any University or any Institution recognized under a law or is registered as any engineer under any law for the time being in force;
- xix. **"external development works"** includes roads and road systems landscaping, water supply, sewage and drainage system, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or any outside, a project for his benefit, as may be proof under the local laws;
- xx. **"family"** includes husband, wife, minor son and unmarried daughter wholly dependent on a person;
- xxi. **"garage"** means a place within a project having a roof and walls on three uncovered parking space such as open parking areas;
- xxii. **"immovable property"** includes land, building, rights of ways, lights or any other benefits arising out of land and things attached to the earth or permanently fastened to anything which is attached to the earth, but not standing timber, standing crops or grass;
- xxiii. **"interest"** means the rates of interest payable by the promoter or the allottee, as the case may be;
- xxiv. **"internal development works"** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit as per sanctioned plans;
- xxv. **"local authority"** means the Municipal Corporation or Municipality or Panchayats or any other local body constituted under any law for the time being in force for providing Municipal Services or basic services, as the case may be in respect of areas under its Jurisdiction
- xxvi. **"occupancy certificate"** means the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- xxvii. **"Promoter"** means,-
- I. a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or
 - II. a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures there on; or
 - a. buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at

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- b. plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or
 - III. any development authority or any other public body in respect of allottees of-
 - IV. an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or
 - V. any other person who acts himself as a builder, colonizer, contractor, promoter, estate promoter or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or
 - VI. Such other person who constructs any building or apartment for sale to the general public.
- xxviii. "**prospectus**" means any document described or issued as a prospectus or any notice, circular, or other document offering for sale of any real estate project or inviting any person to make advances or deposits for such purposes;
- xxix. "**real estate agent**" means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case maybe, and includes property dealers, brokers, middlemen by whatever name called; BPS
- xxx. "**real estate project**" means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case maybe, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto; A. Saha
- xxxi. "**regulations**" means the regulations made by the Authority under this Act;
- xxxii. "**rule**" means the rules made under this Act by the State Government;
- xxxiii. "**sanctioned plan**" means the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project;
- xxxiv. "**State Government**" means the State Government in the Housing Department;
- xxxv. Words and expressions used herein but not defined in this Act and defined in any law for the time being in force or in the municipal laws or such other relevant laws of the State Government shall have the same meanings respectively assigned to them in those laws.

2.2. OWNERS / VENDORS SHALL MEAN

(1). **SHIVRATHI PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 86B/2, Topsia Road, South, Gajaraj Chamber, 3rd Floor, Kolkata-700046 and (2). **SHIVRATHI DEVELOPERS PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 having its registered office at Unit No. 204, 2nd Floor of Chandan Niketan Building, 52A, Shakespeare Sarani, P.O. Circus Avenue, P.S. Beniapur, Kolkata - 700017, represented by its **Director Mr. Ranajit Seth** (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include its heirs, executors, administrators, successors-in-interest and permitted assigns).

2.3. PROMOTER SHALL MEAN

VENI REALTORS LLP, a Limited Liability Partnership Company incorporated under Section - 58 of the Limited Liability Partnership Act (LLP Act), 2008, represented by its Partners named (1). **SRI BINAY KUMAR SINGH** and (2). **SRI RINKU SHAW** and its respective heirs, legal representative, successor, administrator, successor-in-interest and assigns.

2.4. PREMISES / LAND SHALL MEAN

ALL THAT a piece or parcel of land measuring an area of **12 decimals / satak** more or less lying and situate at **Mouza - Chakpanchuria**, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat within the local limit of Patharghata Gram Panchayat, District : North 24 Parganas District : North 24 Parganas West Bengal.

2.5. BUILDING

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

2.6. FORCE MAJEURE

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

2.7. REASONABLE HINDERANCE APART FROM FORCE MAJEURE :

That if any situation that may arise apart from the reasons covered under the 'force majeure' clause hereunder that might have the reasonability to cause hindrance to the performance of the said project; in that case, such shall be considered for condoning the cause of any delay towards completion of the said project and the extension of the time period for the project completion shall have to be agreed upon by and between the parties upon mutual discussion and consensus expressed in writing.

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

2.8. SALABLE SPACE:

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

2.9. LAND OWNER'S ALLOCATION:

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

a. An amount of interest free security deposit ("Security Deposit") which is of **Rs. 9,00,000/- (Rupees Nine lakhs)** only and such amount shall be refunded to the **Promoter** by the **Owners** after receiving Completion Certificate of the project from the concerned Authority.

b. Apart from that the **Owners** shall be entitled to receive a net share of **38.8% (Thirty Eight point Eight Percent)** of the total sale proceeds that shall be received from the sale proceeds of sale of apartments / units / Flat / Parking Space in the **Said Building** as well as an - demarcated and undivided proportionate share of land therein in the said property proportionate to such said **38.8% (Thirty Eight point Eight Percent)** share accrued thereto, out of the entire sale proceeds acquired in respect of the said property the Proportionate share **38.8% (Thirty Eight point Eight Percent)** of the sale proceeds / revenue shall be paid by the **Promoter** in favour of the **Owners** from the inception of receiving any amount from any **Intending Purchaser(s)** in respect of any sale of Flat/ Parking Space till receiving the full and final payment from any **Intending Purchaser(s)**. On the other hand, the **Promoter** (having selling rights) shall be entitled to receive a net share of the balance / remaining share **61.2% (Sixty One point Two Percent)** of the sale proceeds after disbursing the **38.8% (Thirty Eight point Eight Percent)** of the sale

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proceeds / revenue in favour of the Owner that will pertain to the sale of apartments / units in the **Said Building TOGETHER WITH** sale of parking spaces as well as undemarcated and undivided proportionate share of land therein in the Said Property proportionate to such said **61.2% (Sixty One point Two Percent)** share accrued thereto, out of the entire sale proceeds acquired in respect of the Said Property. Therefore, the sharing of sale proceeds between the Owner and Promoter with regard to selling of apartments/units, Flat / Parking Space or any nature of commercial transaction shall be in **38.8:61.2 (Thirty Eight point Eight : Sixty One point Two) ratio**. The Brokerage and/or Marketing costs associated with the sales and marketing of the abovementioned salable areas shall be included as cost and after consideration of such cost the aforesaid revenue shall be ascertained and the Owner shall not be liable for any such payments in this regard.

c. The said Security Deposit shall be paid by the **Promoter** to the **Owners** at the time of Registration of this instant **Development Agreement** and this said amount shall be refunded by the **Owners** to the Promoter after receiving Completion Certificate from the concerned Authority.

d. Apart from the **Owner's allocation** as mentioned in **Schedule 'B'** hereof, the **Owners** are also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities, pertaining to rights of access and enjoyment in commonality as mentioned in **Schedule 'D' and Schedule 'E'** hereof.

e. In case further floor(s) is/are constructed above the 4th floor of the building after obtaining the fresh or revised building plan, the revenue sharing ratio shall be distributed by and between both the parties herein on the basis of the ratio of **38.8 : 61.2 %** share as mentioned herein

f. Be it more specifically and categorically stated herein that the aforesaid refundable Security Deposit amount of **Rs. 9,00,000/- (Rupees Nine lakhs)** only shall be refunded by the **Owners** to the **Promoter** after receiving Completion Certificate from the Concerned Authority. Failing and neglecting to refund the aforesaid refundable Security Deposit amount of **Rs. 9,00,000/- (Rupees Nine lakhs)** only, the **Promoter** shall be at liberty to deduct the said Security Deposit amount being **Rs. 9,00,000/- (Rupees Nine lakhs)** only from the sale proceeds of the Owner's allocation that being 38.8% revenue sharing ratio as mentioned herein.

2.10. PROMOTER / PROMOTER'S ALLOCATION:

The **Promoter** will get the balance/remaining share **61.2%** of the sale proceeds.

2.11. BUILT UP AREA / COVERED-AREA:

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

2.12. SUPER BUILT-UP AREA:

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

2.13. TRANSFEREE:

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

2.14. SINGULAR:

Shall include plural and vice versa.

2.15. MASCULINE GENDER:

Shall include feminine and neutral genders and vice versa.

2.16. PERSON:

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

2.17. ADVOCATE FOR THE PROJECT

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

3. ARTICLE - II, COMMENCEMENT

This Agreement shall be deemed to have been commenced on and with effect from _____ day of _____.

4. ARTICLE - III, OWNER'S RIGHT and REPRESENTATION :

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4.1. Rightful legal possession

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

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

4.1.C. The **Owners** shall pay and clear up all the arrears on account of Khajna/ Municipal / Panchayat taxes and outgoing of the said project land up to the date of execution of this instant agreement. It is further agreed by and between the parties that the **Owners** shall not pay any taxes and municipal taxes and other taxes in respect of the said project property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said property would be borne by the **Promoter** from the date of execution of these presents till the date of handing over the entire share of the sale proceeds as per **Owner's allocation** mentioned herein above. After getting the entire share of the sale proceeds as per **Owner's allocation** mentioned herein the **Owners** shall pay respective tax and khajna only for its allocated portion.

4.2. Free from Encumbrances

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

4.2.B. The **Owners** hereby unequivocally and unambiguously declare that the said plot of land is free from all encumbrances and liens, lis pendens, attachments, trust acquisitions requisitions whatsoever and howsoever and the **Owners** have marketable title thereto and the aforesaid lands are not affected by or under the Urban Land (Ceiling and Regulation) Act, 1976 or under the West Bengal Land Reforms Act, 1955 or by any other Act or law and that no certificate proceeding and no notice of attachment has or have been instituted and / or served upon the **Owners** under the Income Tax Act, 1961 or Gift Tax or wealth Tax and / or under Estate Duty Act or under any Statute law of the past or of the present in force and that no notice has ever been served upon the **Owner** and the **Owners** hereby also declare that there is no excess vacant land in the said property within the meaning of **Urban Land (Ceiling and Regulation) Act, 1976 or by any other Act or law.** Nevertheless, the **Promoter** shall prefer search enquiry/(ies) under the provisions as laid down under the Right to Information (RTI) Act, 2005 before the concerned Government Authority/(ies) for cross verification of the representation/s as made by the **Owners** herein, and, if any discrepancy (ies) is/are found upon such enquiry, and, if there lay any encumbrance in regards to the said land in question of the **Owners**, in that case, the **Owners** shall take full responsibility to clear the same in order to make it conducive for construction of the said development project, and, in order to do so, the **Owners** may choose to take help from the **Promoter**, if need be, for all

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the practical purposes, and shall also offer relevant concession/s to the timeline of the said Development Project as mutually agreed herein for the delay that may be caused upon such discovery of any such encumbrance(s).

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

4.3. That the **Owners** undertake to hand over the peaceful, exclusive and vacant possession of the property for the purpose of raising the new construction at the said project property to the **Promoter**. That the **Owners** undertake to make good all losses suffered by the **Promoter** on account of any defect in title of the property and also undertakes that if any defect be found in future then the **Owners** shall repay the entire amount which the Directors / Authorized Representatives of the **Owners** received from **Promoter** and also compensate the **Promoter** for the monetary loss incurred by the **Promoter** during construction.

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

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

4.6. That the total area the project land which is Bastu in nature is **12 (Twelve) decimals** more or less which is equivalent to **07 (Seven) Cottahs 4 (Four) Chitaks 07 (Seven) sq. ft.** more or less.

4.7. That if the **Owners** fail to provide the right title and interest of the said land for the purpose of the said project free from encumbrance(s) within the specified time as mentioned herein-above and, furthermore, if there be any emergence of encumbrance(s) thereafter at any time during the subsistence of the completion of the said project which in the opinion of the **Promoter** cannot be resolved within a reasonable period and such might reasonably hamper the progress and profitability of the said project, in that case, the **Promoter** shall have the right to terminate this instant development agreement and exit from the said project by assigning the said reason vide a written notice to the **Owners** which the **Owners** shall accept the same without raising any dispute and shall refund the said security advance and any other money and/or money's worth that may be relevant within a month from the receipt of the said notice to the **Promoter** of the said project.

5. ARTICLE - IV, PROMOTER'S RIGHTS

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

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

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

5.4. Booking and Agreement for sale: The Booking from any Intending Purchaser(s) shall be taken by the **Promoter** and the Agreement with the Intending Purchaser(s) shall be signed / executed by **Promoter** herein on behalf of the **Owners** as a Registered Power of Attorney Holder for the entire project property.

5.5. Selling Rate: As the selling rate as has been discussed and agreed upon by and between the **Owners** and the **Promoter** to be as per Revenue Sharing Model hence

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the **Promoter** shall have the liberty to fix the selling rate of the said saleable area any amount beyond the base rate of **Rs. 3,000/-** per square feet without any permission or consultation with the **Owners**. If there be a situation that the selling rate of the said saleable area needs to be dropped below the base rate of **Rs. 3,000/-** per square feet, in that case the **Promoter** would have to seek a written permission from the **Owners** explaining why such permission has been sought and only if the **Owners** allow the **Promoter** to do so, in that case the **Promoter** shall be able to exercise such option of selling the same below the base price as mentioned herein.

5.6. Legal power of Promoter: The **Promoter** is empowered to collect the consideration money (part and full) from the sale of the entire saleable area from the Intending Purchaser(s) and issue money receipt in its own name. The **Promoter** shall deposit the said amount in the **Joint Account**-(Sales) as is mutually agreed herein.

5.7. Realization Of Sale Proceeds: Upon sale of the apartments/units (including all saleable areas), the **Promoter** shall be entitled to receive the entire sale proceeds in its name including earnest money, part payments, consideration, deposits and other amount which shall be proportionately shared between the **Owners** and the **Promoter** in the **38.8 : 61.2 (Thirty Eight point Eight : Sixty One point Two)** ratio as mentioned above. However, the **Promoter** shall collect and deposit the Goods and Services Tax-(GST) (as applicable) against the sale proceeds to the office of the Government department and provide the valid receipts of the same to the **Owners**.

5.8. That the **Promoter** shall act as the sole 'Selling Agent' for transactions namely booking and selling of all saleable area save and except the areas covered by the covenants for said project in its entirety.

5.9. The **Owners** and the **Promoter** mutually agree to open a **JOINT ACCOUNT**-(SALES) with the Bank wherein the monetary consideration pertaining to the sale consideration of the prospective flats that shall be constructed and sold shall be deposited by the **Promoter** upon receipt of the same from any/all allottee (s)/purchaser(s). The Said Bank account number shall be mentioned in all marketing documents, i.e. Booking Form, Demand notices etc.

5.10. That from the afore-said **JOINT ACCOUNT**-(SALES) in compliance with The Real Estate (Regulation and Development) ACT, 2016, **70% (seventy) per cent**, of the amounts realized for the real estate project from the allottee(s) / purchaser(s), from time to time, shall be deposited in a separated **ESCROW ACCOUNT** to be maintained in the Bank to cover the cost of construction and the land development cost and shall be used only for that purpose.

5.11. That the **Promoter** shall withdraw the amounts from the said **ESCROW ACCOUNT** to cover the cost of the project in proportion to the percentage of the completion of the project.

5.12. That the amounts from the said **ESCROW ACCOUNT** shall be withdrawn by the **Promoter** after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

5.13. That all the cost and expenses pertaining to the **ESCROW AGENT BANK** and all other cost and consequences that may arise while operation of the said **ESCROW ACCOUNT** shall be borne by the **Owners** and the **Promoter** in equal shares.

5.14. That the **Promoter** shall get its accounts audited within 6 (six) months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such Chartered Accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

5.15. That in regards to the remaining **30% (Thirty percent)** of the monetary consideration pertaining to the sale consideration of the prospective saleable area realized from the said real estate project from the allottee(s) / purchaser(s), the said sum shall be regularly transferred to another Joint Current Account of the **Promoter** and the **Owners** respectively. The said account shall be jointly operated by one representative each, of the **Promoter** and of the **Owners** jointly and further the apportionment shall be on the basis of the proportionate share, that being **38.8 (Owner) : 61.2 (Promoter)** and such shall be periodically transferred to the independent bank accounts of both the **Owners** and the **Promoter** respectively.

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

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

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

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

6. ARTICLE - V, CONSIDERATION :

6.1. The **Owner** having agreed to grant exclusive right for developing the said premises in term of these presents the **Promoter** has agreed to build the said proposed building project consisting of flat/ unit/ right of usage of the common area/ car parking-(saleable area) at its own cost and expenses and **Owners** shall not contribute any sum of money towards the construction of the same in the said project premises.

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

- (a). Cost, charge and expenses incurred for construction erection and completion of the said new building at the said project premises.
- (b). Cost, charge and expenses incurred for appointment of Engineer if any and also sewerage, drainage and other connection.
- (c). Fees payable to the Architect, the Engineers, and also the fees payable to the **Patharghata Gram Panchayat**, in the District of 24-Parganas (North) or any other Govt. authorities for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connections.
- (d). Legal expenses incurred and paid for this instant **Development Agreement** and all other expenses and charges for the purpose of development permission of sanction for sewerage, drainage and water connection.
- (e). The cost of supervision of construction of the said project building on the said project land.

7. ARTICLE - VI, PROCEDURE

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

8. ARTICLE - VII, POWER AND PROCEDURE

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

1. To construct a **Multistoried Building** upon the said project property mentioned in the Schedule herein below in accordance with the Plan to be sanctioned in the name of the **Owners** by the appropriate authority (ies) and to sign on behalf of the **Owners** in the building plan and to file and obtain the same from said Authority or (ies) and to take all other necessary steps in the **Patharghata Gram Panchayat**, in the District of 24-Parganas (North), West Bengal or any other Office(s).

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2. To deal and correspond with the concerned Authority (ies) in connection with or relating to the development of the said project property and in particular to do the following acts, deeds, matters and things including but not limited to:

(a) To apply for and obtain, sanction, revalidation with further alterations or additions or modifications, as the said Attorney(s) may require;

(b) To apply for and obtain the occupation and/or completion certificate(s) in respect of the buildings to be constructed and completed on the land of the said Property;

(c) To apply for and obtain, necessary clearances and/or No Objections from Statutory Authorities including but not limited to Fire Brigade, Electricity Supply Agency, Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Land Revenue and Land Reforms Authority, concerned local authority, North 24-Parganas Zilla Parishad and/or any other authority or authorities and sign all papers, documents, writings, declarations on **our** behalf in connection with and other Concerned Authorities under any Statute or law as may be in force from time to time.

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

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

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

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

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

8. To amalgamate the said project property with any adjoining plot or plots for the purpose of development and to sign and execute all deeds and documents in this behalf on behalf of the **Owners**.

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

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

11. To pay and discharge all rents, Khajna, taxes, rates, assessments, charges,

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deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the said project land from the date of the execution of the said Agreement and henceforth, thereafter.

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

13. To commence, carry out and complete and/or cause to be commenced and completed, construction work on the said project Land in accordance with the sanctioned plans, specifications and/or the permissions granted by the Competent Authority and permissions under the Urban Land (Ceiling and regulation) Act, 1976 and/or the permissions of any other statutory authority to be granted under the laws for the time being in force and so far as any construction work is concerned, to see that all applicable rules and regulations are strictly observed.

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

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

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

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

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

19. To enter upon the project land at any time, affix board, put the barbed wire fencing or construct a compound wall on the project land of the said project

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- property or any portion thereof as per demarcation thereof and to make all payments for getting the said work done.
20. To represent before the public, local and/or private authorities in respect of the development of the said project property and to make such of the actions and things as may be necessary for effectually commencing the said construction and/or development work and completing the same.
21. To make, sign, declare and / or affirm and submit applications, petitions, written statement, vakalatnama, letters and memorandum of appeals, etc. to appropriate Government Departments, Local authorities and/or other Competent Authorities under any law, for the time being in force, for all and any licenses, permissions, exemptions, sanctions and consents required by any law or otherwise in connection with the management, improvements and development and construction in the said project property.
22. To attend any Court of Law either Civil or Criminal and to represent in all Government Offices including BL & LRO office on **our** behalf in connection with the construction of the proposed multi-storied building upon the said project property as mentioned in the Schedule below.
23. To sign all plaints, petition, application, forms, affidavit etc. and to file the same in any Court of Law or any other Office or Offices, if required.
24. In connection with or relating to the project land and to take action against persons allegedly claiming to be tenants, occupiers, etc. if any, in any court, to represent us in any Court of Law and to sign all applications, plaints, written statements, affidavits, review, appeal, petitions, on **our** behalf from time to time be found necessary and proper and/or enter into any agreement relating to development of the said project property and to otherwise deal with the same effectively for all intents and purposes as aforesaid.
25. To make applications for obtaining certified copies of the proceedings in the Court, tribunal and other statutory authority whatsoever including Judgment, decree, Order, applications, pleadings, etc. and to receive the same on the behalf of the **Owners**.
26. In the event any understanding or compromise reached between the parties, to negotiate and to settle the terms of compromise and to sign and execute such compromise deed etc. and to file the same in the court of relevant jurisdiction .
27. In case the said project property or any part thereof is notified for acquisition or requisition or reservation or road widening, to appear before the relevant authorities and to file or submit applications, objections, claims for compensation or otherwise and to do all other acts, deeds, matters and things as may be necessary in that behalf and to file appeals, references, petitions against any order or orders made by such acquisition or requisitioning authorities and to accept service of any writ petition, summons or other legal proceedings or motion and to appear and represent the **Owners** in any Court of Justice including Tribunal and other statutory authority (ies) and before all magistrates, judges, judicial officers whatsoever as by the Attorney(s) shall be thought advisable and to commence and continue any such proceedings in any court of law and before any public officers or tribunals or other statutory authorities, as aforesaid, for receiving compensation, acquisition, requisition, reservation and/or relief for de-acquisition or derequisitioning or de-reservation or otherwise whatsoever.
28. To refer any dispute touching and arising out of the said project property and/or any structure, building, or block, or any self-contained flats or units or commercial spaces to be constructed on the said project land to arbitration and also to take steps on behalf of the **Owners** and to represent the **Owners** before the arbitrator accordingly.
29. To appear in any suit, proceedings, motion, LA. Office, I.T. Office etc. on behalf of the **Owners** and to file the statement or objection, Affidavit, Affidavit - in - opposition etc. if required, in connection with the said land mentioned in the Schedule herein below.
30. To call for the tender, quotation etc. from the supplier for supply of cement, iron rod, sand, wood, iron grill etc.
31. To deal with the electricity and water supply authorities for the supply of electricity and water to the buildings that may be constructed on the project and for that purpose to sign and/or execute all letters, applications, undertakings, or subscribed to terms and conditions as may from time to time be thought necessary

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- or as may be required by the concerned authorities.
32. To make application to the authorities and such other private and public authorities for making availability of water, electricity, etc. on the project land of the said Property that may be required for commencing the development work and to complete the same and for that to execute necessary documents including undertakings.
 33. To empower on behalf and in name and to represent the interest of the **Owners** before the concerned officers for the grant of the licenses or permits or for any other purpose or renewal thereof as may be necessary under any Act, Rules, Regulations or Bye-laws, for the time being in force, and also to appear before any Public or Government officer(s) or other Authority (ies) whosoever and to execute the necessary documents in connection therewith.
 34. To apply for refund of deposits made or to be made with the concerned Authorities and receive the said refunds.
 35. To make applications to the government or quasi-government authorities for sanction of cement and steel and/or such other building materials as may be required for the said development work and for that purpose to execute necessary documents including undertakings and bonds and to furnish necessary deposits including bank guarantee for the same.
 36. To manage and supervise the said project property and to take such of the steps as may be necessary to manage, secure and supervise the said project Property till the time of completion of its development.
 37. To attend and to represent us before any Collector, Authority(ies) or officer(s) of Government of India or any other State or States, before all Revenue, Municipal, Public or other officer(s) including those of Income-tax as and when occasion shall arise for any purpose connected with the said development work.
 38. To advertise in the newspapers for the sale of the Units and to enter into agreements for the sale of such Units with the prospective purchasers on and for such price or consideration and upon such terms and conditions as said Attorney(s) shall deem fit and proper and for the same and also to execute all such writings as may be necessary, effectually entering into the said agreements for sale of the Units in respect of the entire project and to do all such necessary acts and things as may be necessary or proper in that behalf.
 39. To develop and negotiate sale of the buildings consisting of apartments/flats ("Units") for residential purpose, commercial units and/or ancillaries in the said property and for that purpose to negotiate and execute agreement for sale with the prospective purchaser(s) on such terms and conditions as the Attorney(s) may think fit and proper and to receive and appropriate the entire consideration for and in respect of the aforesaid sale and to give receipt for the same in respect of the entire project.
 40. To book flats and to enter into all Agreements for sale or sales of flats which are to be constructed on the said project property mentioned in the Schedule below in respect of the entire project.
 41. To receive from the intending Purchaser(s) any earnest money and / or advances and also the balance of purchase money on completion of such sale or sales and to give good and valid receipt for the same in respect of the entire project.
 42. To execute necessary only Agreement(s) for Sale (not Deed of Conveyance) in favour of the Intending Purchaser or Purchasers for flats / shops / garages and / or car spaces by putting the signature of the above named attorney on behalf of the **Owners** and also to receive full and final consideration of the flats / units / commercial units or car parking space and by giving discharge to the Intending Purchaser(s) by issuing money receipts in **its** name in respect of the entire project.
 43. To ask for, demand, recover, receive and collect all money due and payable in connection with the said proposed building from the intending purchaser / purchasers or any other person or persons in connection with the said building or construction and to settle, compromise and compound any debt or claim whatsoever.
 44. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any or portion thereof.
 45. For all or any of the purposes herein before stated and to appear and represent

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the **Owners** before all concerned authority (ies) having Jurisdiction over the said premises as per the condition mentioned in the instant development agreement.

46. To sign and execute all papers, correspondence and all other documents and assurances and documents of any kind whatsoever which the owner could have done for the completion of the said project development work.

47. To do any act, deed or thing, as our said Attorney(s) may deem fit and proper and necessary in the best interest of the development of the said project property and construction thereon and sale of the Units, flats and car parking space including all other acts and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.

48. To execute Deed of Rectification, Declaration and register the same before any concerned registration offices in connection with said project property.

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

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

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

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

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

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

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

9. ARTICLE - VIII, NEW Multi-storied BUILDING

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

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

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

10. ARTICLE - IX, COMMON FACILITIES

10.1. The **Promoter** shall pay and bear all the tax(e)s, khajna(s) and land revenue(s)

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and/or any other due(s) and outgoing(s) in respect of the said project land/ premises on and from the date of execution of this instant development agreement.

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

11. ARTICLE - X, COMMON RESTRICTION

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

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

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

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

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

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

12. ARTICLE - XI, OWNER'S OBLIGATION

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

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

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

12.4. Signature : That the **Owners** undertake that in the future if any signature(s) is/are required then the **Owners** shall do so within 7 (Seven) working days after receiving any intimation from the **Promoter** through post, or by mail or by any other mode as may be reasonably required.

13. ARTICLE - XII, PROMOTER'S OBLIGATION

13.1. Time period of handing over the Possession: The **Promoter** shall complete the entire process of development of the Said Project Property within a period of **51 (Fifty One) months** from this date of execution of this instant development agreement unless the period is extended on mutual consent expressed in writing in case of exigency of circumstances there from subject to save and except **FORCE MAJEURE** and/or any other reason(s), reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Promoter**

13.2. Time period for sectioning the Plan for construction : The **Promoter** shall execute all measures to obtain the sanctioned plan for construction/development of the Said project property from concerned authority within a period of **1 (One) year** from this date of execution of this instant development agreement unless the period as stated herein is extended by mutual consent expressed in writing by and between

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the parties in exigency of circumstances arising there from subject to save and except **FORCE MAJEURE** and/or any other reason(s), reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Promoter**.

13.3. Exit Clause : If the **Promoter** fails to execute the said plan of the said project property within a period of **1 (One) year** from this date of execution of this instant agreement, unless the said period is extended on mutual consent expressed in writing in exigency of circumstances there from subject to save and except **FORCE MAJEURE** and/or any other reason(s), reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Promoter** in that case only, the **Owners** shall have the option to exit from this instant contractual obligation of development agreement without any dispute for such failure on the part of the **Promoter** and shall duly refund the security deposit without any interest to the **Promoter** without any demur or dispute.

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

14. ARTICLE - XIII, MISCELLANEOUS

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

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

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

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

14.5. Electric meter and Security deposit: The installation of electric meters charges of the entire project shall be borne by the Purchaser(s) and further more shall pay Rs. 1,00,000/- to the **Promoter** for installation of Electric Meter and Purchaser/s shall also pay Rs. 10,000/- as security deposit to the **Promoter**.

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

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

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

14.9. Common Maintenance: The Purchaser/s in respect of entire project property shall pay the maintenance charges from the date of registration of the Deed of Conveyance in respect of respective flats/units to the **Promoter** until the formation of

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the Owner's Association in the said multi-storied building project.. The **Promoter** or **Owners** shall not issue any possession letter before final registration of Flat/Unit in favour of the Purchaser/s.

15. ARTICLE - XIV, FORCE MAJEURE

In the event of any delay suffered by the **Promoter** in performance of its obligations herein due to Force Majeure or for reasons beyond the control of the **Promoter** and reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Promoter** in that event the time for construction of the project multi-storied building shall stand suitably extended.

16. ARTICLE - XV, REASONABLE HINDERANCE APART FROM FORCE MAJEURE

That if any situation that may arise apart from the reasons covered under the 'force majeure' clause hereunder that might have the reasonability to cause hindrance to the performance of the said project; and/or reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Promoter** in that case, such shall be considered for negating the cause of any delay towards completion of the said project.

17. ARTICLE - XVI, INDEMNIFICATION

That the **Owners** in addition to all relevant documents relating to right, title and interest shall also provide a declaration supported by an affidavit that all the documents provided by the **Owners** to the **Promoter** are true in nature and the representations by made by virtue of such are of true accounts born out of real knowledge of facts that have been submitted to **Promoter** for the purpose of this said development multi-storied building project and have the full right and absolute authority to sign and execute all documents of every nature in the capacity of the **Owners** and the **Owner** have not agreed, committed or contracted or entered into any agreement for sale or lease of the said project property/land or any part thereof with/to any person or persons other than the **Promoter** and that no mortgage, charge or any other encumbrances of any kind or nature on the said project property has / have been created on the said project property and the **Owners** have not done any act, deed, matter or thing whereby or by reason whereof, by which the development of the said project property/land may be prevented or be affected in any manner whatsoever and if there be any such breach from the side of the **Owners** in this regard, the **Owners** shall indemnify and keep indemnified the **Promoter** against all losses, damages, costs, charges, expenses that will be incurred or suffered by the **Promoter** on account of or arising out any such breach of any of these terms or any law, rules or regulations thereof.

18. ARTICLE - XVII, JURISDICTION

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

19. ARTICLE - XVIII, LEGAL ACTION

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

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

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be vexatious and arbitrary.

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

SCHEDULE "A" ABOVE REFERRED TO
(Description of the Land and Property)

All that piece and parcel of Bastu land measuring about **12 Decimals** comprising of **9.5Decimals** more or less out of **19 decimals** recorded in B.L & L.R.O. Rajarhat as **9 decimals being 4068 share in Khatian No. 237 in the name of Alpha Vanijya Pvt. Ltd.** comprised in C.S. Dag No. 411, L.R. / R.S. Dag No. 416, C.S. Khatian 431, R.S. Khatian No. 597, L.R. Khatian Nos. 1706 & 1548/1, L.R. Khatian 237 and **All that piece and parcel of Sali land** measuring about **2.5 Decimals** more or less out of **5 decimals** recorded in B.L & L.R.O. Rajarhat as **3 decimals being .0604 share in Khatian No. 237 in the name of Alpha Vanijya Pvt. Ltd.** comprised in C.S. Dag No. 408, R.S./L.R. Dag No. 413, R.S. Khatian No. 468, L.R. Khatian No. 237, both the abovementioned part of total land relating L.R. / R.S. Dag Nos. 416 & 413 are comprised in present L.R. Khatian No. 3163 in the name of **SHIVRATHI DEVELOPERS PRIVATE LIMITED** totaling to **12 (Twelve) decimals** more or less equivalent to **07 (Seven) Cottahs 4 (Four) Chitaks 7 (Seven) sq. ft.**, lying and situate **Mouza - Chakpanchuria, P.S. Rajarhat, presently Techno City, J.L. No.33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana-Kalikata, P.S. Rajarhat, presently Techno City, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat** within the local limit of Patharghata Gram Panchyat, Pin Code-700156, District : North 24 Parganas West Bengal, morefully described in the **Schedule 'A'** written hereunder.

R.S./L.R. Plot No.	Nature of land	L.R. Khatian No.	Total Area in Plot (Decimal)	Purchased share in land	Purchased area in Decimal
416	Bastu	3163	23	0.4068	9
413	Bastu		41	0.0603	3
Total					12.00

The total Purchased Area in two plot nos. 416 and 413, present L.R. Khatian No. 3163 is 12 Decimal, more or less being 0.4068 and 0.0604 share respectively.

ON THE NORTH	Hidco Canal Road 27 ft & R.S. Dag No.416
ON THE SOUTH	R.S. Dag No. 414 & R.S. Dag No. 413 C.S. Dag No.408
ON THE EAST	R.S. Dag No. 416(P) & R.S. Dag No.413
ON THE WEST	R.S. Dag No. 413

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

The **Owners** shall receive as per the following mentioned:-

- a. A security deposit of **Rs. 9,00,000/- (Rupees Nine lakhs)** only and this amount shall be refunded to the **Promoter** after receiving Completion Certificate of the said multi-storied building project from the concerned Authority.
- b. Apart from that the **Owners** shall be entitled to receive a net share of **38.8% (Thirty Eight point Eight Percent)** of the total sale proceeds that shall pertain from the sale of Flat / Unit/ Parking Space in the said project buildings well as un - demarcated and undivided proportionate share of the Said project property proportionate to such said **38.8% (Thirty Eight point Eight Percent)** share as accrued

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thereto, out of the entire sale proceeds acquired in respect of the Said project property. Such **38.8% (Thirty Eight point Eight Percent)** of the sale proceeds / revenue shall be paid by the **Promoter** in favour of the **Owner** from the inception of receiving any such amount from any **Intending Purchaser(s)** in respect of any Flat(s)/ Unit(s)/ Parking Space(s) till receiving the full and final payment from any **Intending Purchaser(s)**. On the other hand, the **Promoter** (having selling rights) shall be entitled to receive a net share of the balance / remaining **61.2% (Sixty One point Two Percent)** of the sale proceeds after disbursing the **38.8% (Thirty Eight point Eight Percent)** of the sale proceeds / revenue in favour of the Owner that will pertain to the sale of flats/ units in the Said project Building **TOGETHER WITH** sale of car parking space(s) as well as un-demarcated and undivided proportionate share of the said project property proportionate to such said **61.2% (Sixty One point Two Percent)** share accrued thereto, out of the entire sale proceeds acquired in respect of the Said project Property. Therefore, the sharing of sale proceeds between the Owner and Promoter with regard to selling of Flat/ Units/ Car Parking Space(s) or any nature of commercial transaction including Advertising Banner / Sign Board / Mobile Tower etc and un-demarcated and undivided proportionate share in respect of the Said Property shall be in **38.8:61.2 (Thirty Eight point Eight : Sixty One point Two) ratio**.

c. Apart from the **Owner's allocation** mentioned in **Schedule 'B'** hereof, the **Owners** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'D'** and **Schedule 'E'** hereof.

d. In case further floor(s) is/are constructed above 4th floor of the building after obtaining the fresh or revised building plan ratio shall be distributed between the parties on the basis of the ratio of **38.8 : 61.2 % share**.

e. Be it more specifically and categorically stated herein that the aforesaid refundable Security Deposit amount of **Rs. 9,00,000/- (Rupees Nine lakhs)** only will positively be refunded by the **Owners** to the **Promoter** after receiving Completion Certificate from the concerned Authority. Failing and neglecting to refund the aforesaid refundable Security Deposit amount of **Rs. 9,00,000/- (Rupees Nine lakhs)** only, the **Promoter** will be at absolute discretion to handed over the Owner's Allocation i.e. **38.8%** of the sale proceeds after deducting **Rs. 9,00,000/- (Rupees Nine lakhs)** only.

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

The **Promoter** will get the balance/remaining **61.2%** share of/from the sale proceeds, the **Promoter** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'D'** and **Schedule 'E'** hereof.

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

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

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

1	Structure	RCC Frame Structure.
2	Brick Work	Brick work will be done with good quality Bricks, all outer walls are 8" thick, main partition walls are 5" thick and all inner walls 3" thick respectively.
3	Doors	Wooden frames with flash door.
4	Windows	Aluminum windows.
5	Living /	Flooring -Vitrified Tiles.

B/S
A/S

	Dining	
6	Bedrooms	Flooring -Vitrified Tiles.
7	Kitchen	Flooring - Anti Skid Tiles. Counter - Black Stone Platform with Stainless Steel Sink & Tiles upto 2 feet height above counter.
8	Toilets	Flooring - Anti Skid Tiles. Wall Tiles - Tiles upto 6 feet/Door height. Sanitary wares - White branded fittings CP fittings - Superior quality fittings - ISI marked.
9	Electrical	Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
10	Inner Wall	Will be Plaster of Paris finished.
11	Lifts	Passenger Lifts of reputed ISI make.

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

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

SIGNED SEALED AND DELIVERED

By the **parties** at KOLKATA

In presence of :

WITNESSES :

1. [Signature]
9/E, Lanes Road, 5T
Kal - 20.

2. [Signature]
Sp. Ayub Ali Laskar
Vill. Laskarati
P.O. Chakpancharia
P.S. New Town
Kal - 156
Business.

SHIVRATHI DEVELOPERS PRIVATE LIMITED

[Signature]

Director

SHIVRATHI PROJECTS PRIVATE LIMITED

[Signature]

Director

Signature of the Owners
(Mr. Ranajit Seth as the Director)

VENI REALTORS LLP

[Signature]
Partner

[Signature]
Partner

Signature of the Promoter

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

[Signature]

Swapnadip Das

Advocate

6, Old Post Office Street,

Gr Floor, Room No. 56

Kolkata - 700 001

Enrollment no. WB/1782/02

Contact: 9830168651

Memo of consideration

RECEIVED with thanks of and from the within named Promoter a sum Rs. 9,00,000/- (Rupees Nine lakhs) only as security money as per this Agreement as per Memo below with good health and sound mind and put our signature on this Development Agreement without any provocation of any person and/or without any pressure raised by any person.

Sl. no.	Dated	Mode of Payment	Amount
1.	02.06.2021	RTGS through Indian Bank	2,50,000/-
2.	20.07.2021	Cheque no. 571420 (Indian Bank)	6,50,000/-

Total : Rs. 9,00,000/-
(Rupees Nine lakhs) only

WITNESSES :

1. 
2. 

SHIVRATHI DEVELOPERS PRIVATE LIMITED

Director

SHIVRATHI PROJECTS PRIVATE LIMITED

Director

Signature of the Owners
(Mr. Ranajit Seth as the
Director)

SPECIMEN FORM FOR THE FINGERPRINTS



Ranjit Singh

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



Rinky Suman

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



Bhavya Singh

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

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAUCS1799K



PIN Code
SHIVRAJH PROJECTS PRIVATE
LIMITED

1002025

सिद्ध / तैयार की तारीख
Date of Issuance / Fabrication
27/04/2014

यह कार्ड के सही/सबे का प्रयोग सुनिश्चित करें, क्योंकि
अन्यथा यह कार्ड खराब हो सकता है।
यदि कार्ड खराब हो जाए तो इसे बदलना
होगा।
If this card is not / incorrectly used, it may be found
damaged / unusable for
re-use. In such a case, it will have to be
replaced. Hence, please use it
properly.

यदि कार्ड को खराब / गलत ढंग से प्रयोग किया जाए तो कार्ड को
बदलना पड़ेगा।
अन्यथा कार्ड का प्रयोग नहीं किया जा सकेगा।
इसलिए, कृपया इसे सही ढंग से प्रयोग करें।
यदि कार्ड खराब हो जाए तो इसे बदलना
होगा।

ता. 05-20-2014 (अं. सं. 10/2014-ए.ए.सी.)
आयकर विभाग

भारत
सरकार

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी विज्ञापन संख्या कार्ड
Permanent Account Number Card

AAUCS2089L



शिवराठी डेवेलपर्स प्राइवेट लिमिटेड
SHIVRATHI DEVELOPERS PRIVATE LIMITED

1852093

निर्माण / माल मी / 2014
Date of Incorporation / Formation
27/01/2014

यह कार्ड के संबंध/कार्ड पर प्रकाश नहीं करें/अंतर
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यह कार्ड के संबंध/कार्ड पर प्रकाश नहीं करें



If this card is lost / misplaced / lost card is found
Please inform / inform us
In care of Mr. Prabhakar S. Kulkarni
401/106, Maruti Society,
7th Floor, 7th Cross, 2nd Stage, Banner Road,
Mumbai - 400 016
Tel: 91 20 2721 3071 Fax: 91 20 2721 3041
Email: prabhakar@maruti.com



Ranajit Seth




ভারত সরকার
 Unique Identification Authority of India
 Unique Identification Authority of India

আইডিআর আই আই-এসআর নং: 1040 20033/07883

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আপনার আধার নম্বর/ Your Aadhaar No. :
7672 8014 6027
 আধার - সাধারণ মানুষের অধিকার




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 আধার - সাধারণ মানুষের অধিকার

Rangit seth



Binay Kumar Singh
 জন্মতারিখ/ DOB: 02/03/1982
 পুরুষ / MALE

7131 5308 6357

আখার - সাধারণ মানুষের অধিকার

Binay Mr Singh



স্বাস্থ্য সেবা বিভাগ
 DEPARTMENT OF HEALTH

সি/ও
 S/O মালেকিয়া: কল্যাণ সিং, জেলা
 সীতার, মিশিকান, সৌভাগ্য মন্দির
 এর কাছে, তেঘারিয়া, ফরিদপুর, উত্তর
 ২৪ পরগণা,
 পিন কোড - 700157

S/O Manager Prasad Singh,
 LOKSHATH TOWER,
 MISHIKAN, NEAR
 LOKSHATH MANDIR,
 TEGHARIA, Haldia, North 24
 Parganas,
 West Bengal - 700157



1082 200 1007

help@sbpa.gov.in

www.sbpa.gov.in

Pr. Sec. No. 7037,
 Bangalore-560 001



Binay Kumar Singh



Rinku Shaw



भारत सरकार
GOVERNMENT OF INDIA



Mr.Rinku Shaw
DOB: 04/12/1977
Male / MALE



3125 8570 8671

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O Mr.Jimdari Prasad Shaw, EI/1 JANGRA
SOUTH MATH,GROUND FLOOR,BACK SIDE,
C/O SURESH JAISWAL NEAR MOHAMAYA
CLUB, Bagulhati, North Twenty Four
Parganas,
West Bengal - 700059



1947 1800 300 1947 help@uidai.gov.in www.uidai.gov.in P.O. Box No. 1947, Bangalore-560 091

Rinku Shaw



ELECTION COMMISSION OF INDIA
ভাৰতীয় নিৰ্বাচন কমিশ্বন

IDENTITY CARD
পৰিচয় পত্ৰ

FGH0605597



Elector's Name নিৰ্বাচকের নাম	Rinky Show সিংকু শো
Father's Name পিতার নাম	Jindal জিন্দাল
Sex লিঙ্গ	M পুরুষ
Age as on 1.1.2000 ১.১.২০০০-এ বয়স	22 ২২

Address

2 FANCHAMANTALA LAKE BUCHIPARA
Calcutta 700012

ঠিকানা
২ ফাঞ্চামন্তালা লেক বুচিপারা কলিকতা ৭০০০১২

Facsimile Signature
Electoral Registration Officer
নিৰ্বাচন নিবন্ধন অধিদপ্তর

For 148-Bow Bazar
Assembly Constituency

১৪৮-বই বাজার
বিধানসভা নির্বাচন কেন্দ্র

Place Calcutta

স্থান কলিকতা

Date 02.09.2000

তারিখ ০২.০৯.২০০০

Rinky Show



Rinky Swani



ভারত সরকার
GOVERNMENT OF INDIA



স্বর্নদীপ দাস
Swarnadip Das
পিতা / Father : দেবপ্রতাপ দাস
জন্ম তারিখ / Year of Birth : 1977
পুরুষ / Male



5214 0312 9339

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বৈশিষ্ট্য পরিচয় প্রাধিকারণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

১৮, মাহাজলি রোড, নেলি, দুর্দম
পি.এস. দুর্দম প.ও. কোলকাতা,
পশ্চিম বঙ্গ, ৭০০০২৪

Address:

88, Mahajoli Road, Nelia,
Dumdum P.S, Dumdum S.O.
Kolkata, West Bengal, 700028

1947
1800 300 1947

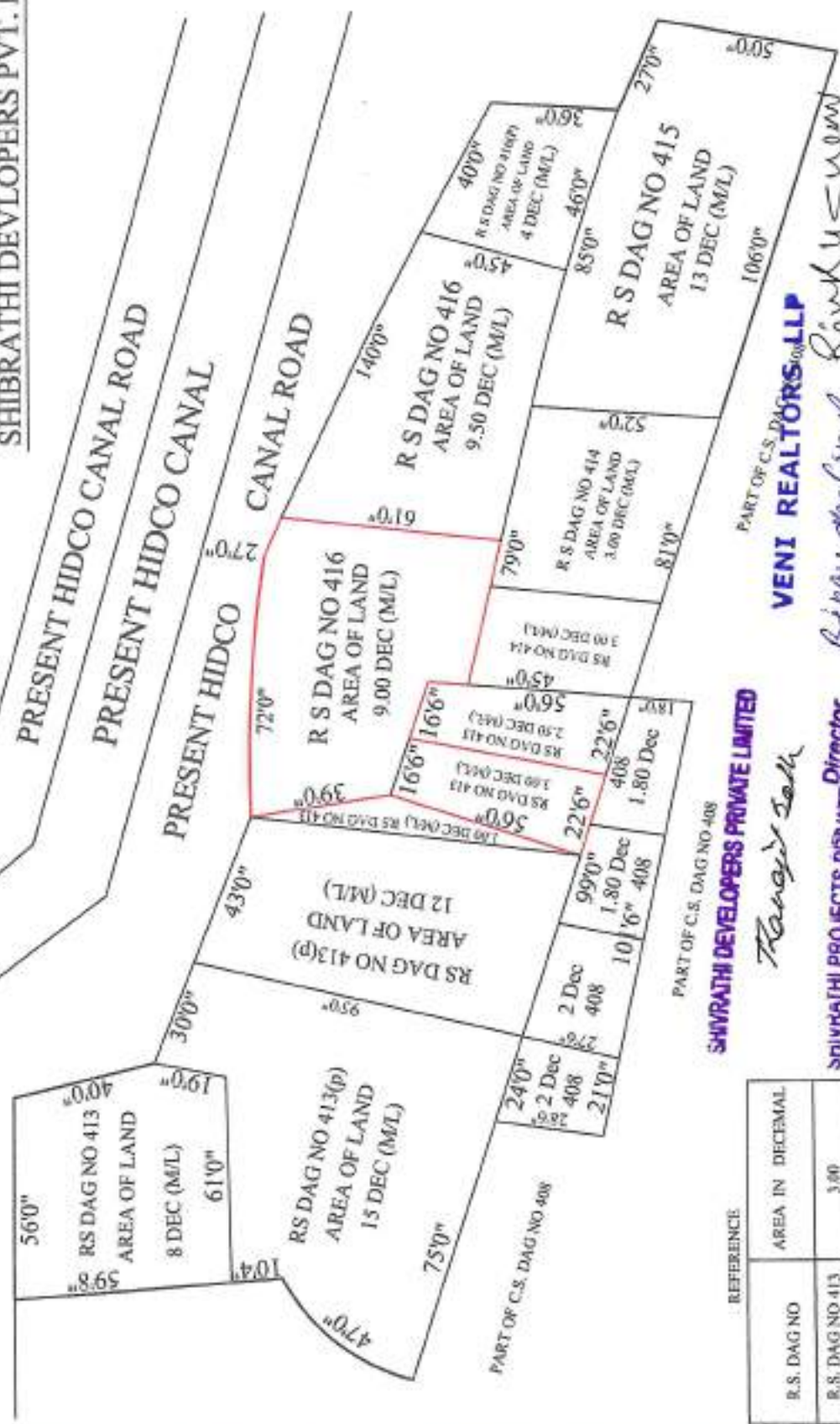
1800 300 1947
tel@uidai.gov.in

www.uidai.gov.in

PO Box No 1947
Kolkata-700 001

SITE PLAN OF R.S. & L.R. DAG NO. 413; 416 RS KHATIAN NO
 L R KHATIAN NO 3163 AT MOUZA CHAKPACHURIA J.L. NÖ 33
 R S NO 205 1/2 TOUZI NO 145 P S RAJAR HAT NOW UNDER NEW TOWN
 DIST NORTH 24 PARGANAS AREA SHOWN IN RED BORDER
 SCALE 10" = 1"

OWNER OF LAND
SHIBRATHI DEVELOPERS PVT. LTD.



REFERENCE

R.S. DAG NO	AREA IN DECIMAL
R.S. DAG NO 413	3.00
R.S. DAG NO 416	9.00
TOTAL	12.00

SHRATHI DEVELOPERS PRIVATE LIMITED
Tanaji's Seal

SHIBRATHI PROJECTS PRIVATE LIMITED
Tanaji's Seal

PART OF C.S. DAG NO 408
VENI REALTORS LLP

Binay Singh
 Partner

SIGNATURE OF DEVELOPERS

Drawn By:
 PIYAR ALI LASKAR

PIYAR ALI LASKAR
 Surveyor, P.S. & M. Civil
 Regn. No. 0417 & 11038
 Vm. Barcch. P.S. Chakpachuria
 P.S. Rajarhat New Town
 Dist. North 24 Parganas

Major Information of the Deed

Deed No :	I-1904-07102/2021	Date of Registration	11/08/2021
Query No / Year	1904-2001275082/2021	Office where deed is registered	
Query Date	27/07/2021 6:03:26 PM	1904-2001275082/2021	
Applicant Name, Address & Other Details	SWAPNADIP DAS 6, Old Post Office Street,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 6289852900, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 9,00,000/-]		
Set Forth value	Market Value		
	Rs. 97,20,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,061/- (Article:48(g))	Rs. 9,105/- (Article:E, E, E.)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria, JI No: 33, Pin Code : 700157

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-416 (RS :-)	LR-3163	Bastu	Bastu	9 Dec		72,90,000/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
L2	LR-413 (RS :-)	LR-3163	Bastu	Bastu	3 Dec		24,30,000/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
		TOTAL :			12Dec	0 /-	97,20,000 /-	
		Grand Total :			12Dec	0 /-	97,20,000 /-	


Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SHIVRATHI PROJECTS PRIVATE LIMITED Unit No. 204, 2nd Floor, 52A, City:- Kolkata, , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx9K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	SHIVRATHI DEVELOPERS PRIVATE LIMITED Unit No. 204, 2nd Floor, 52A, City:- Kolkata, , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx9L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>VENI REALTORS Flat No. 17, 5th Floor, At Premises No. 73, Nishi Kanan, Teghoria , LOKENATH TOWER, City:- , P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 , PAN No.:: AAxxxxxx7N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	<p>Name Mr RANAJIT SETH Son of Mr JHANTU SETH Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office</p>	<p>Photo  Aug 11 2021 12:42PM</p>	<p>Finger Print  LTI 11/08/2021</p>	<p>Signature  11/08/2021</p>
<p>44, S.N. Roy Road, Sahapur, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: DExxxxxx0F, Aadhaar No: 76xxxxxxxx6027 Status : Representative, Representative of : SHIVRATHI PROJECTS PRIVATE LIMITED (as REPRESENTATIVE AS DIRECTOR), SHIVRATHI DEVELOPERS PRIVATE LIMITED (as REPRESENTATIVE AS DIRECTOR)</p>				
2	<p>Name Mr BINAY KUMAR SINGH Son of Late MANAGER PRASAD SINGH Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office</p>	<p>Photo  Aug 11 2021 12:41PM</p>	<p>Finger Print  LTI 11/08/2021</p>	<p>Signature  11/08/2021</p>
<p>Lokenath Tower, Flat No. 17, 5th Floor, Premises No. 73, Nishi Kanan, Teghoria, City:- , P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFxxxxxx9A, Aadhaar No: 71xxxxxxxx6357 Status : Representative, Representative of : VENI REALTORS (as REPRESENTATIVE AS PARTNER)</p>				
3	<p>Name Mr RINKU SHAW (Presentant) Son of Mr JIMDARI SHAW Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office</p>	<p>Photo  Aug 11 2021 12:41PM</p>	<p>Finger Print  LTI 11/08/2021</p>	<p>Signature  11/08/2021</p>

E I/1, JYANGRA SOUTH MATH, City:- , P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : VENI REALTORS (as REPRESENTATIVE AS PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SWAPNADIP DAS Son of Late D B DAS 98, MAHAJATI ROAD, City:- North Dum Dum, P.O:- DUM DUM, P.S:-Dum Dum Cantonment, District:-North 24-Parganas, West Bengal, India, PIN:- 700028			
	11/08/2021	11/08/2021	11/08/2021
Identifier Of Mr RANAJIT SETH, Mr BINAY KUMAR SINGH, Mr RINKU SHAW			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SHIVRATHI PROJECTS PRIVATE LIMITED	VENI REALTORS-4.5 Dec
2	SHIVRATHI DEVELOPERS PRIVATE LIMITED	VENI REALTORS-4.5 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	SHIVRATHI PROJECTS PRIVATE LIMITED	VENI REALTORS-1.5 Dec
2	SHIVRATHI DEVELOPERS PRIVATE LIMITED	VENI REALTORS-1.5 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria, JI No: 33, Pin Code : 700157

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 416, LR Khatian No:- 3163	Owner:শিবরথী ডেভেলপার্স প্রা লি, Address:86বি/2,তপসিয়া রোড,সাঁউখ, কোলকাতা -46 , Classification:শাপি, Area:0.09000000 Acre,	SHIVRATHI PROJECTS PRIVATE LIMITED
L2	LR Plot No:- 413, LR Khatian No:- 3163		Seller is not the recorded Owner as per Applicant.

On 11-08-2021

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:34 hrs on 11-08-2021, at the Office of the A.R.A. - IV KOLKATA by Mr RINKU SHAW

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 97,20,000/-

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

Execution is admitted on 11-08-2021 by Mr RANAJIT SETH, REPRESENTATIVE AS DIRECTOR, SHIVRATHI PROJECTS PRIVATE LIMITED (Private Limited Company), Unit No. 204, 2nd Floor, 52A, City:- Kolkata, , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017; REPRESENTATIVE AS DIRECTOR, SHIVRATHI DEVELOPERS PRIVATE LIMITED (Private Limited Company), Unit No. 204, 2nd Floor, 52A, City:- Kolkata, , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Identified by Mr SWAPNADIP DAS, , Son of Late D B DAS, 98, MAHAJATI ROAD, P.O: DUM DUM, Thana: Dum Dum Cantonment, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Advocate

Execution is admitted on 11-08-2021 by Mr BINAY KUMAR SINGH, REPRESENTATIVE AS PARTNER, VENI REALTORS (LLP), Flat No. 17, 5th Floor, At Premises No. 73, Nishi Kanan, Teghoria , LOKENATH TOWER, City:- , P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Identified by Mr SWAPNADIP DAS, , Son of Late D B DAS, 98, MAHAJATI ROAD, P.O: DUM DUM, Thana: Dum Dum Cantonment, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Advocate

Execution is admitted on 11-08-2021 by Mr RINKU SHAW, REPRESENTATIVE AS PARTNER, VENI REALTORS (LLP), Flat No. 17, 5th Floor, At Premises No. 73, Nishi Kanan, Teghoria , LOKENATH TOWER, City:- , P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Identified by Mr SWAPNADIP DAS, , Son of Late D B DAS, 98, MAHAJATI ROAD, P.O: DUM DUM, Thana: Dum Dum Cantonment, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 9,105/- (B = Rs 9,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 9,021/-

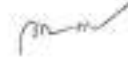
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/08/2021 12:00AM with Govt. Ref. No: 192021220044237851 on 04-08-2021, Amount Rs: 9,021/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB04082021079375 on 04-08-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,061/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 10,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 92975, Amount: Rs.50/-, Date of Purchase: 28/01/2021, Vendor name: S Dey
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 04/08/2021 12:00AM with Govt. Ref. No: 192021220044237851 on 04-08-2021, Amount Rs: 10,011/-,
Bank: Indian Bank (IDIB000C001), Ref. No. IB04082021079375 on 04-08-2021, 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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2021, Page from 352538 to 352588
being No 190407102 for the year 2021.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2021.08.27 16:04:05 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/08/27 04:04:05 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

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

DATED THIS *11th* DAY OF *August*, 2021

BETWEEN

- (1). SHIVRATHI PROJECTS PRIVATE LIMITED
and
(2). SHIVRATHI DEVELOPERS PRIVATE LIMITED**

A N D

VENI REALTORS LLP

Swagnadip Das

Advocate

**6, Old Post Office Street,
Gr Floor Room No. 56
Kolkata - 700 001
Contact : 9830168651**
