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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL  
 28.9.22

AM 601907

C-22844628

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are part of this document.

District Sub-Registrar-II  
 Alipore, South 24-parganas

28/09/2022

**DEVELOPEMENT AGREEMENT  
 COUPLED WITH DEVELOPMENT  
 POWER OF ATTORNEY**

**THIS DEVELOPEMENT AGREEMENT with POWER OF  
 ATTORNEY** is made on the 28th day of  
September, 2022 (Two Thousand Twenty Two)

**BETWEEN**

21 SEP 2022

SL. NO. 76643 DT.....

NAME.....

ADDRESS... B.C. LAHIRI (ADV.)  
Alipore Judges Court  
Kolkata-700027

RS. 100/-



TANMOY KAR PURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
KOLKATA-27



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28 SEP 2022

Identified by me  
Anwarul Mandol.  
S/o Sujit Mandol  
Aacharya, Purpur, Joy Nagar.  
743372, Seavlec

**SMT. IVA DAS alias SMT. IBHA DAS** (PAN NO. AUJPD5180E) (Aadhaar No. 9270 2067 0564), wife of- Late Dharmadas Das, by faith- Hindu, by occupation- House Wife, residing at 391, Garia Gardens, P.S. - Narendrapur (erstwhile Sonarpur), P.O. - Garia, Kolkata- 700084, hereinafter referred to as the **LANDOWNER** (which term or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include her heirs, successors, legal representatives, administrators and/or assigns) of the **ONE PART**;

**AND**

**1) GANGULY HOME SEARCH PRIVATE LIMITED** (PAN No. AADCG2860J) a Company registered under the provisions of Companies Act, 1956 having its registered office at- 167, Garia Station Road, P.S.- Narendrapur (erstwhile Sonarpur), P.O. - Garia, Kolkata- 700084 and represented by its Director **SRI RUPESH RANJAN PRASAD** (PAN NO. AKLPP5810A) son of- Sri Makeswar Prasad, by faith- Hindu, by occupation- Business, residing at- 54, Garia Main Road, P.O.- Garia, Narendrapur (erstwhile Sonarpur), Kolkata 700084, **2) CHIRANJIT BHATTACHARJEE** (PAN- BDBPB67371.), son of Sri Bidhan Chandra Bhattacharjee, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at Fartabad Beltala, Post Office- Garia, Police Station- Previously Sonarpur at present Narendrapur, Kolkata- 700084, District :- South 24 Parganas, hereinafter referred to as the '**DEVELOPERS**' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its/their successor or successors in office nominee or nominees and/or assigns) of the **OTHER PART**;



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**WHEREAS** the land measuring 7 (Seven) cottahs 4 (four) chittaeks 0 (Zero) sq. ft. be the same a little more or less lying and situated at Mouza- Barhas Fartabad, Under R.S. Khatian No. 160 and 731, under R.S. Dag No. 374, Additional Sub-Registry office Garia, Touzi No. 109, District South 24-Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written;

**AND WHEREAS**, one Panchu Gopal Sardar, son of late Abhay Chandra Sardar was the R.S. recorded owner of the land measuring 19 decimal in R.S. Khatian No. 160 and 731, R.S. Dag No. 374, Mouza - Barhans Fartabad;

**AND WHEREAS**, the said Panchu Gopal Sardar sold transferred and Conveyed the 14 decimal Land from the said R.S Dag No. 374 recorded in R.S. Khatian No. 731 and 160 to Smt. Chitra Lekha Chakraborty & Sri Rathindra Nath Chakraborty by Sale Deed Registered before District Registrar, Alipore, Being No. 3169, recorded in Book No I, Volume 72, Pages 145 to 152 for the year 1974;

**AND WHEREAS**, after purchasing the said land Smt. Chitra Lekha Chakraborty & Sri Rathindra Nath Chakraborty due to their urgent need of money, they sold the said Plot of Land to Smt. Eva Das (the Landowner herein) on 05-11-1979 registered before Alipore District Registrar Office and recorded in Book- I, Volume- 146, Pages- 169-177, Being No.- 6027, for the year 1979;

**AND WHEREAS**, the Landowner herein while possessing her said landed property mentioned in the Schedule-A hereunder duly mutated her name in the Rajpur-Sonarpur municipality bearing Holding No. 391, Garia Gardens, Kolkata - 700084, Ward No. 29 ;



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**AND WHEREAS** the Landowner being desirous of construction of new multi-storied building on the said plot of Land have approached the Developer herein and the Developer after verifying the photo copy documents has agreed to develop the said First Schedule plot of Land on the following terms and conditions as stated hereinafter.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

#### **ARTICLE - I - DEFINITION**

In this Developers' Agreement unless it be contrary or repugnant to the context the following words shall have the following meaning:-

- 1.1 LANDOWNER** : Shall mean **SMT. IVA DAS alias SMT. IBHA DAS** (PAN NO. AUIPD5180E) (Aadhaar No. 9270 2067 0564), wife of- Late Dharmadas Das, by faith-Hindu, by occupation- House Wife, residing at 391, Garia Gardens, P.S. Narendrapur (erstwhile Sonarpur), P.O. - Garia, Kolkata- 700084;
- 1.2 DEVELOPER:** shall mean 1) **GANGULY HOME SEARCH PRIVATE LIMITED** (PAN No. AADCG2860J) a Company registered under the provisions of Companies Act, 1956 having its registered office at- 167, Garia Station Road, P.S.- Narendrapur (erstwhile Sonarpur), P.O. - Garia, Kolkata- 700084 and represented by its Director **SRI RUPESH RANJAN PRASAD** (PAN NO. AKLPP5810A) son of- Sri Makeswar Prasad, by faith- Hindu, by occupation- Business, residing at- 54, Garia Main Road, P.O.- Garia, Narendrapur (erstwhile Sonarpur), Kolkata- 700084, 2) **CHIRANJIT BHATTACHARJEE** (PAN- BDBPB6737L), son of Sri Bidhan Chandra Bhattacharjee, by faith-Hindu, by occupation-Business, by Nationality- Indian, residing at



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Fartabad Beltala, Post Office- Garia, Police Station- Previously Sonarpur at present Narendrapur, Kolkata- 700084, District :- South 24 Parganas;

- 1.3 **SAID PREMISES** shall mean the land total measuring an area of about **7 (Seven) Cottahs 4 (four) Chittak** be the same a little more or less with a brick built pucca structure standing thereon measuring about 300 sq. ft., more fully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 1.4 **NEW BUILDING** shall mean the residential building to be constructed on the said premises with the maximum floor area Ratio (FAR) available or permissible under the Rajpur Sonarpur Municipality New Building Rules and Regulations and for the time being prevailing as per the plan to be sanctioned by the Rajpur Sonarpur Municipality Building Department.
- 1.5 **UNIT/FLATS** shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said premises.
- 1.6 **BUILT-UP AREA** : shall mean the total constructed area which will exclude corridors, staircases, passage gateway, water tanks, lobby reservoirs, pump room, meter room, caretaker room together of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.
- 1.7 **SUPER BUILT-UP AREA** : shall mean the total constructed area which will include corridors, staircases, passage gateway,



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walls, water tanks, lobby reservoirs, pump room, meter room, caretaker room together of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.

**1.8 THE PLAN:** shall mean and include the plan or plans, revised plans, elevations, designs, drawings and specifications of the New Building or Buildings as shall be sanctioned by the Rajpur Sonarpur Municipality, Building Department in accordance with law.

**1.9 LANDOWNER ALLOCATION :** shall mean and include

**A. 3 residential Flats on the 1<sup>st</sup> Floor**

- i) one 3BHK Flat bearing **Flat No. 1B**, measuring 934 sq.ft. built up area;
- ii) one 3BHK Flat bearing **Flat No. 1A**, measuring 804 sq.ft. built up area;
- iii) one 2BHK Flat bearing **Flat No. 1C**, measuring 718 sq.ft. built up area;

**B. 2 residential Flats on the 4<sup>th</sup> Floor**

- i) one 3BHK Flat bearing **Flat No. 4B**, measuring 934 sq.ft. built up area;
- ii) one 2BHK Flat bearing **Flat No. 4C**, measuring 718 sq.ft. built up area;

**C. Two Numbers of sanctioned Car Parking spaces;**

**D. 42% sanctioned commercial space (as per far in respect of schedule a land);**



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Together with common areas, facilities attributable with the said proposed building along with proportionate share or interest in the land.

More fully described in the Schedule-B hereunder and shown in the Map/Plan annexed herewith as part of this Agreement;

- 1.10 DEVELOPER'S ALLOCATION** : shall mean and include the **remaining** built up area of the flats, and car parking spaces in respect of the sanction area as per the Building plan or plans to be sanctioned by the Rajpur-Sonarpur Municipality, Building Department for the new building or buildings together with roof and the common areas and facilities which shall absolutely belongs to the Developer after providing for the Landowner Allocation to the Landowner as aforesaid under this Developers' Agreement, morefully and particularly described in **THIRD SCHEDULE** hereunder written.
- 1.11 COMMON EASEMENT** : shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements, obligations and duties of like nature of the other units in the said buildings or building in or upon such unit or on part thereof, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written.
- 1.12 COMMON EXPENSES** : shall mean the proportionate share of the costs, charges and expenses for working maintenances, upkeepment, repairs and replacement of the common amenities, common easement common conveniences including the



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proportionate share of the Rajpur Sonarpur Municipality Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, buildings and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier morefully and particularly described in the **SIXTH SCHEDULE** hereunder written.

- 1.13 TAX LIABILITIES:** The Landowner shall be liable to pay all the arrear dues to Rajpur Sonarpur Municipality as well as before the other concerned authority in respect of the First Schedule land & will also take the applicable Goods & Service tax liability in respect of this Agreement and the Landowner Allocation of the area to be constructed in new building on the First Schedule premises.
- 1.14 TRANSFER:** with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer for space in a multi-storied building to purchaser thereof although the same may not amount to a transfer in law.
- 1.15 TRANSFEREE** - shall mean a person, persons firm limited company, Association of persons to whom any space and/or unit in the building or buildings to be constructed at the said premises has been transferred.
- 1.16** Words importing singular shall include plural and vice versa.
- 1.17** Words importing masculine gender shall include feminine and neuter gender and vice versa.



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## **ARTICLE - II - COMMENCEMENT**

**THIS DEVELOPEMENT AGREEMENT** shall be deemed to have been commenced on and with effect from the date of this execution.

## **ARTICLE - III LANDOWNER'S REPRESENTATIONS AND OBLIGATIONS**

- 3.1** The Landowner are lawful owners and are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the entirety of the said plot of Land morefully particularly described in the **FIRST SCHEDULE** hereunder written.
- 3.2** Except the Landowner and their respective legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said plot of Land and/or any portion thereof.
- 3.3** The Landowner are fully competent to enter into this Development Agreement.
- 3.4** The said plot of Land is free from all encumbrances, charges liens, lispendences, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5** There is no Mosque, debottor or burial ground on the said plot of Land.
- 3.6** The Landowner will execute a registered General Power of Attorney in favour of the Developer for the purpose of obtaining necessary permission and/sanction from different authorities in connection with the development of the said First Schedule Land,



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and also for pursuing up the matter with the Rajpur Sonarpur Municipality and other statutory authorities.

- 3.7** The Landowner hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the Landowner shall have the right to supervise the construction of the new building or buildings at the said plot of Land personally.
- 3.8** The Landowner hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building or buildings at the said plot of Land subject to the delivery of the undisputed possession of the Landowner's allocation to the Landowner by the Developer's within specified period.
- 3.9** The Landowner hereby agree and covenant with the Developer to pay proportionate municipal rates, taxes, on and from the date of delivery of the possession of the Landowner' allocation to the Landowner by the Developer.
- 3.10** The Landowner shall cause to be joined such as Vendor as may be required by the Developer in the Agreements and/or Sale Deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers, for the transfer of undivided proportionate share in the land only.
- 3.11** The Landowner shall actively render at all times all co-operation and assistance to the Developer in construction and completion of



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জেলা অফিসার নিবন্ধক  
পশ্চিম বঙ্গ  
South 24 Parganas, West Bengal

DR. J. K. DEB  
SOUTH 24 PARGANAS

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the proposed building and for effectuating the sale and/or transfer envisaged hereunder.

- 3.12** Upon the Developer's constructing and delivering possession to the Landowner of the Landowner's allocation, the Landowner shall hold the same on the terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.
- 3.13** The Landowner will pay at the time of delivery of possession a one-time charge of Rs. 1,25,000/- (Rs. One Lac Twenty Five thousand) only per flat in respect of their allocated total Flats to the Developer towards reimbursement of cost for installations of generators, common electric meter, transformer, individual electric meter etc. Such payment will be exempted for 1 flat allotted to Landowner as per his choice, where she would reside. However, if the Landowner wish to sell any flat from their allocation through the Developer, in that case the Developer will take the aforesaid one-time charge from the Purchaser of that flat and not from the Landowner.

#### **ARTICLE- IV DEVELOPER'S REPRESENTATIONS AND OBLIGATIONS**

- 4.1** The Landowner had furnished photocopies of Title Documents with regard to the possession & title of her land under this agreement to the Developer. Based on the search of these documents and prima-facie satisfied with the Title, developer has decided to participate in the development of the land. In case any defect in the title/ownership is found at any stage during currency of this agreement impugning the development of the project, the land owners shall rectify and remove such defect at her own cost.



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- 4.2 After obtaining sanction the Developer and the Landowner shall demarcate their respective portion on the photocopy of the said approved plan to be signed by both the parties which will be treated as part of this agreement.
- 4.3 Upon receipt of the possession as stated above the Developer shall commence constructions of the said building as per said sanctioned plan at its cost.
- 4.4 The Developer shall complete the construction of the said building/s and deliver the owner's allocation as mentioned in the second schedule herein, as per specification and in good and habitable condition, to the owner towards the consideration for development of proportionate share of their land, positively within 42 months (36 months completion period with 6 months grace period) from the date of sanction of the building plan, along with possession letter, copies of sanctioned building plan, drainage and sewerage connection, permanent water connection with adequate ferrule and main electric supply line, upto date paid up tax bill;
- 4.5 The Developer shall prepare plan of the Multi-storied building and get it sanctioned and shall construct, erect and complete the Landowner' allocation in the building at first, with all common facilities, amenities on the project in accordance with the sanctioned plan with good and standard materials as specified in Fourth Schedule, at its own cost within 42(36 months completion period with 6 months grace period) months from the date of sanction of building plan. Unless prevented by force majeure as defined in Article XIII. However the period of construction may be extended by mutual consent of the parties.



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- 4.6** The Developer shall get the remaining portion of the built-up area of the proposed building constructed in accordance with Sanctioned Plan.
- 4.7** Subject as aforesaid, the common portion of the said New Building or buildings and including the roof as described in Seventh Schedule shall jointly belong to the Developer and the Landowner in proportion to their sharing ratios.
- 4.8** The Developer shall on completion of the New Building or buildings put the Landowner in undisputed possession of the Land Owner's allocation together with all rights in common in the portions and common amenities and facilities along with all easement and quasi easements rights within 42months from the sanction of the building plan and starting of construction work on the First Schedule plot of Land.
- 4.9** The Developer hereby agrees and covenants with the Landowner to complete the construction delivery of the possession of the Landowner's allocation to the Landowner of the new building at the said First Schedule plot of Land in terms of the sanction plan within a period of 42 months (36 months completion period with 6 months grace period) from the date of sanction of the building plan positively. Time is the essence of this contract.
- 4.10** The Developer hereby agrees and covenants with the Landowner not to violate or contravene any of the provisions of Rules applicable for construction of the new building or buildings at the said plot of Land.
- 4.11** The Developer hereby agrees and covenants with the Landowner



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that Developer shall bear and pay all municipal and statutory rates, taxes and other dues and outgoing in respect of the said plot of Land without any objection from the date of handover of possession of project land till completion of construction.

- 4.12** The Developer hereby agrees and covenants with the Landowner not to transfer and/or assign the benefits of this agreement or any portion thereof to any outsider.
- 4.13** In case the Developer's project is neglected, delayed or otherwise fails due to breach of contract and default within the time limit herein the Developer shall be liable to compensate the Landowner.
- 4.14** The Developer will take the proceeds of scraps on demolition of the existing structure on the First Schedule plot of Land and the Developer will not be entitled to the same.
- 4.15** The Developer shall provide the Landowner alternative accommodation in the same locality and with more or less same type of conveniences they are enjoying now, where they are residing presently from the date of taking vacant possession of the said land and structure thereon to the date of handing over possession of their allocations in the new building.
- 4.16** The Developer shall start the proceeding of sanction after taking the possession of the plot of land from the Landowner and the Developer shall deliver the possession of the Landowner's allocation within 42 months from the date of the getting sanctioned plan.



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**ARTICLE –V  
(PROJECT AND PROJECT DEVELOPMENT)**

- 5.1** The Landowner hereby grant subject to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said plot of Land and construct the New Building or buildings on the said plot of Land in accordance with the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department.
- 5.2** The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said plot of Land in accordance with the Building Plan with good and standard quality materials as may be specified by the Architects from time to time.
- 5.3** All application, Building plans and others papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Landowner and submitted by the Developer on behalf of the Landowner at Developer's own costs and expenses for sanction of the Building plan. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Rajpur Sonarpur Municipality and other authorities shall be borne and met by the Developer **PROVIDED HOWEVER** that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer in connection therewith.
- 5.4** The Developer shall have right to enter into an agreement with any third party for construction of the new building if he desired for



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that and in that case the Landlord shall not put any objection in future. However the Developer shall not have any right to assign the project under this present agreement to any third party.

- 5.5** The Developer shall have the right to display Signboard on the land inviting the intending or prospective buyers of flats.
- 5.6** The Developer shall have right to purchase or enter into development agreement with the owners of another plot of Lands which is adjacent with this plot of Land mentioned in the first schedule herein under and the Developer shall have right to amalgamate this plot of Land with the other plots of Land which the Developer would purchase in future.
- 5.7** The Landowner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings at the said plot of Land and for this purpose the Landowner keeps the Developer saved, harmless and indemnified so long the interest of the Landowner are protected.
- 5.8** The Developer shall construct the said Multi storied building in accordance with Sanctioned plan and terms of the agreement. The Landowner if desire in respect of their flats any change, addition, alteration and renovation may get it done on payment of cost for this purpose, provided such change is not legally barred by the competent authority, which may demanded by the Developer. The cost incurred or to be incurred in such change shall be given in cash/ by Cheque with applicable GST to the Developer by the Landowner either in advance or after completion of such work as



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settled by the parties.

- 5.9** The roof of the constructed multi storied building shall remain for common use of the Landowner and Developer.
- 5.10** The Landowner and the Developer shall have proportionate right, title and interest in the land, constructions and amenities proportionate to their respective allocation in the premises whereon the said Multi-storied building stands.
- 5.11** All owners of the building shall enjoy common area, services and amenities. They shall form Owners' association for maintenance and cost of maintenance will be borne by the flat owners proportionately. This provision shall be included in the Deed of Sale of the Purchasers of the flat.
- 5.12** That the common rights and facilities available in the project are enjoyable by the Landowner, Developer and Purchasers of the flats. None will be entitled to sell common rights and facilities.
- 5.13** The Developer shall build a new building or buildings together with all rights in common in the common portions and common amenities and facilities which are more fully described in the **SEVENTH SCHEDULE** hereunder written. The Developer shall upon completion of the new building or buildings put the Landowner in undisputed possession of the Landowner's useable Allocation together with all rights in common facilities as stated herein, positively within the time specified above. Time is the essence of contract.



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#### **ARTICLE –VI-TITLE DEEDS**

- 6.1** Simultaneously with the delivery of possession of the said plot of Land to the Developer, the Landowner shall also deliver to the Developer all the original documents of title in their possession relating to the said plot of Land which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the Developer and the Developer shall produce the original copies of the same before the appropriate authority as and when required by the Developer and/or its nominee or nominees being the owners of the Land forming part of the Developers' Allocation and also for sanctioning plan from the Rajpur Sonarpur Municipality and for smooth running of the construction work of the proposed building. The Developer also give proper acknowledgement of documents on non-judicial stamp paper and duly signed by the authorized person of the Developer.
- 6.2** The Developer shall be entitled to mortgage the project land and execute necessary documents in this regard on behalf of the Landowner in favour of any bank/financial institute/NBFC to secure the project finance to be obtained by the developer for development of this project land only. However, the repayment of any such loan shall be the sole responsibility of the developer and the Landowner shall not be liable for such repayment of loan by the developer in any manner whatsoever.

#### **ARTICLE –VII-CONSIDERATION**

- 7.1** In consideration of the Landowner allowing the Developer to commercially exploit the said premises at its cost the Developer



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shall allocate the Landowner their allocation as stated earlier in this agreement.

### **ARTICLE -VIII COMMON FACILITIES**

- 8.1** The Developer shall pay and bear all the dues of municipal taxes, water taxes in respect of the said plot of Land from the date of execution of the Development Agreement till the date of the delivery of possession of the Landowner' Allocation as stated herein in the new building and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
- 8.2** As soon as the new building is completed the Developer shall give notice to the Landowner requiring the Landowner to take possession of their Allocations in the building and then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Landowner shall be exclusively responsible for payment of all municipal and other taxes from the date of delivery of possession of the said Landowner's allocation, payable in respect of the said Landowner's allocation by the Landowner.
- 8.3** As and from the date of service of notice of possession of the Landowner's allocation in the New building, the Landowner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building @ Rs. 2.50/- per sq.ft. in respect of the Landowner's allocation, the said charges to include, water, fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities and of all common



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wiring, pipes, electrical and mechanical equipment, switch gear, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipment, stairways, corridors, halls, passage ways, gardens, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time morefully particularly described in **SIXTH SCHEDULE** hereunder written. Provided all the facilities and amenities be available from the date of handing over possession of owners' allocation to them.

#### **ARTICLE IX - COMMON RESTRICTIONS**

- 9.1** The Landowner's Allocation in the new building or buildings at the said plot of Land shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building intended for the common benefits of all occupiers of the new building or buildings.
- 9.2** The Landowner shall not use or permit to use the Landowner's allocation/Developer's Allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings.
- 9.3** Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.
- 9.4** The parties shall abide by all laws, Bye-laws, Rules and Regulations



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of the Government, Local Bodies statutory authorities as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye-laws, Rules and Regulations.

- 9.5** The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from or against the consequences of any breach.
- 9.6** The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any condition in insurance of the new building or any part thereof and shall keep the Developer and other occupiers of the said building or buildings harmless and indemnified from and against the consequences of any breach.
- 9.7** No goods or other items/materials shall be kept by the Landowner or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building and in case any such hindrance is caused the Developer or the Executor, as the case may be shall be entitled to remove the same at the risk and cost of the other.



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- 9.8** Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.
- 9.9** The Landowner shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Landowner's allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for any similar purposes. Subject to 24 hours prior notice in writing to that effect.

#### **ARTICLE X- LAND OWNER'S INDEMNITY**

- 10.1** The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/or its part to be observed and performed.
- 10.2** The Landowner hereby undertakes to keep the Developer indemnified against all third party claims and action against the said plots of project Land.

#### **ARTICLE XI-DEVELOPERS INDEMNITY**

- 11.1** The Developer hereby undertakes to keep the Landowner indemnified against all third party claims and actions arising out of



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any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building at the said plot of land.

- 11.2** The Developer hereby undertakes to keep the Landowner indemnified against all actions suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said plot of Land and/or in the matter of construction of the said building at the said plot of Land and/or for any defect thereon and/or for dealing with the Developer's allocation as well as the owners share.

#### **ARTICLE XII-MISCELLANEOUS**

- 12.1** It is understood that from time to time to facilitate the construction of the new building at the said plot of Land by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner relating to which specific provisions may not have been mentioned herein, and the Landowner hereby undertakes to co-operate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the Landowner shall execute and sign 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 right of the owners and/or go against the spirit of this Agreement.

- 12.2** The Developer shall frame scheme for the management and



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administration of the said building at the said plot of Land and/or common parts thereof. The Land owners hereby agree to abide by all the Rules and Regulations of such Management/Association/Holding organization and hereby give their consent to abide by the same.

- 12.3** As and from the date of completion of the new building, the Developer and/or its transferees and the Landowner and/or their transferees shall each be liable to pay and bear proportionate charges on account of Building Tax, GST and other taxes payable in respect of their allocation (if applicable).
- 12.4** The entire roof/terrace of the building shall belong to the Landowner and the Developer in their area sharing proportions and if by virtue of any change the Rajpur Sonarpur Municipality allows any further construction to be made on the said terrace, such construction shall be made by the Developer at its own costs and expenses and the Landowner will be entitled to 45% of the said constructed area as owners' allocation.
- 12.5** That the new building to be constructed on the said plot of Land shall be known by a name to be fixed by the Developer after consult with Landowner.

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#### **ARTICLE XIII- FORCE MAJURE**

- 13.1** The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majeure clause. "Force-Majeure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raid, strikes, notice or prohibitory order from



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Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, any claim or disputes or doubts relating to or concerning the owner right, title, interest of the said First Schedule land including the statutory department such as BILRO, ULC, Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Parties herein.

#### ARTICLE XIV- JURISDICTION

**14.1** The High Court at Calcutta and Courts sub-ordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

#### FIRST SCHEDULE (Description of Land)

**ALL THAT** bastu land measuring an area more or less measuring **7 (Seven) Colthas 4 (Four) Chittakbe** the same a little more or less with pucca structure of 300 sqft. More or less lying and situated in District South 24- Parganas, P.S.- Narendrapur, Additional Sub-Registry office Garia, Touzi No. 109, J. L. No. 47, Mouza- Barhas Fartabad, **R.S. Dag No. 374, R.S. Khatian No. 160 and 731**, Rajpur-Sonarpur Municipality,  **Holding No. 391, Garia Gardens, Kolkata - 700084, Ward No. 29**, together with all easement right to electric, tap, water, gas and telephone etc. and appurtenance thereto, together with all sorts of easement rights thereto and the entire land is butted and bounded as follows :-

**ON THE NORTH** : By R.S. Dag No. 373;



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- ON THE SOUTH** : By R.S. Dag No. 374;  
**ON THE EAST** : By 20 ft. wide Municipal Road;  
**ON THE WEST** : By R.S. Dag No. 375;

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(LANDOWNER' ALLOCATION)**

**ALL THAT :**

**1.18 LANDOWNER ALLOCATION** : shall mean and include

**A. 3 residential Flats on the 1<sup>st</sup> Floor**

- i) one 3BHK Flat bearing **Flat No. 1B**, measuring 934 sq.ft. built up area;
- ii) one 3BHK Flat bearing **Flat No. 1A**, measuring 804 sq.ft. built up area;
- iii) one 2BHK Flat bearing **Flat No. 1C**, measuring 718 sq.ft. built up area;

**B. 2 residential Flats on the 4<sup>th</sup> Floor**

- i) one 3BHK Flat bearing **Flat No. 4B**, measuring 934 sq.ft. built up area;
- ii) one 2BHK Flat bearing **Flat No. 4C**, measuring 718 sq.ft. built up area;

**C. Two Numbers of sanctioned Car Parking spaces;**

**D. 42% sanctioned commercial space (as per far in respect of schedule a land);**

Together with common areas, facilities attributable with the said proposed building along with proportionate share or interest in the land.



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**THE THIRD SCHEDULE ABOVE REFERRED TO  
(DEVELOPER'S ALLOCATION)**

**ALL THAT** shall mean and include the **remaining** built up area inclusive of flats and car parking spaces as per the Building sanctioned Plan for the new building or buildings together with the undivided proportionate share of land and roof and the common facilities which shall absolutely belong to the Developer after providing for the Landowner Allocation to the Landowner as aforesaid under this Development Agreement.

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(SPECIFICATIONS OF CONSTRUCTION)**

**1. Foundation & Structures**

a. RCC framed structure on concrete piles all the materials are to be best of quality and the steel should be from the Company of ISI brand.

**2. Walls-**

a. Plaster of Paris in the interiors of the walls and ceilings.

b. Attractive external finish with best quality cement paint like Weather Coat with silicon.

**3. Doors-** Main door should be of wooden/steel.

a. Aluminum sliding windows with large glass panes (French window if required).

b. Door frames of Sal wood.

c. Solid core commercial hot pressed phenol bonded Flush doors with



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accessories from reputed Co. with ISI mark. The locks of all doors will be of reputed Co. of ISI mark.

**4. Flooring:-**

Flooring - Vitrified tiles or marble of reputed co. drawing dining tiles size should be 2' x 2' sqre. or slab.

**5. Kitchen-** Floor should be non-slippery impressed tiles.

- a. Coloured designed ceramic tiles up to height of 30 inch.
- b. Kitchen working table counter top with granite to be used.
- c. Provision for exhaust fan.

**6. Bathrooms:-**

- a. Coloured/Designed ceramic tiles up to height of upper level of window (minimum 7")
- b. Concealed plumbing system using standard make pipes and fittings of ISI mark.
- c. White sanitary ware of ISI Mark with C.P. fittings, Bathroom sanitary ware from global reputed Co. and use taps and shower fitting should from reputed global brand.
- d. Provision for exhaust fan.

**7. Lift-** Lift for all co-owner and should be of global reputed Company.

**8. Electrical:-**

- a. PVC conduit pipes with copper wiring



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b. 15 & 5 Amp. Points one each in living room, bedrooms, bathrooms and kitchen, T.V. connection should be in all bed room and dining rooms.

c. M.C.B. & E.L.C.B. make of reputed Co. to be installed in all Flats, floors of Blocks.

**9. Intercom facilities** to be installed and to be interconnected to all the flats and security office.

**10. CCTV Surveillance** security system to be installed inside all lobbies and all floors of the Building and the vacant area of the project.

a. Electrical Calling Bell point at entrance of residential flats.

b. Concealed Telephone point in living room & all the Bedrooms.

c. T. V. point in living room & all the Bed rooms.

d. Common lighting, street lighting to be of electrical.

**11. Special Features**

a. Common Staff toilet in ground floor.

b. Deep tube-well and overhead tank will be provided.

c. Roof treatment for water proofing on the Roof and heat reflecting tiles to be fitted.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(COMMON EASEMENT)**

**1.** The clear un-interrupted right of access in common with the Landowner and/or other occupiers of the said building at all times and for all purpose connected with the use and enjoyment of the



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staircases, generator, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises roof, terrace, the passage leading to the building and staircase save and except the car parking spaces in the passage.

2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said flat/unit over and along with the drive way and pathway comprised in the said building.
3. The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.
4. The right to passage in common as aforesaid electricity and soil from and to the said flat/unit throughout pipes, drains wires and conduits or beings in under throughout pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

1. The expenses for maintenance, operating white washing painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings deep tubewell, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.



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2. Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO  
(COMMON AREAS AND AMENITIES, FACILITIES)**

1. Land on which the building is located and all easements rights, and appurtenances belonging to the said land and the building.
2. Staircase on all the floors.
3. Staircase Landings and lift landings on all floors.
4. Lift well
5. Lift plant installation
6. Lift room.
7. Common passage and lobby on the ground floor excepting for parking space area if any.
8. Water pump water tank water pipes and other common plumbing installations.
9. Electrical substation, electrical, wiring, meter room, generator room and fittings.
10. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s)
11. Drainage, sewers and pipes from the building to the Rajpur-Sonarpur Municipality drainage.



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12. Pump room.
13. Boundary walls and main gates.
14. Ventilation duct.
15. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

**AND WHEREAS**, in order to develop the said landed property mentioned in the First Schedule herein before in terms of this instant Agreement the **I, the LANDOWNER/FIRST PART** herein as PRINCIPAL do also hereby appoint the **DEVELOPERS/SECOND PART** herein as our lawful constituted Attorney or agent and execute this Power of Attorney in favour of the **DEVELOPER/SECOND PART** above mentioned to do and execute the following acts on our behalf:

1. To hold and defend possession of the said premises and every part thereof and receive and/or deliver possession thereof from and/or to any person or persons occupying the same or desirous of purchasing the same and also to manage, maintain and administer the said premises every part thereof.
2. To demand, recover and receive consideration premium and/or rents, mesne profits license fees, damages, electricity charges, service Municipal Taxes and Rates and all other sums or moneys receivable in respect of the said premises or any part thereof any share or shares therein from the occupants/licensees/purchasers of the said premises and to make all just and reasonable allowance in respect thereof and to take all necessary



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steps whether by action, distress or otherwise to recover any sum of money in arrears in respect of the said premises from all or any one of more of the occupants/licensees purchasers of the said premises or any portion or portions thereof and to raise bills and grant, valid, receipt and discharges therefore without making us liable which shall fully exonerate the persons paying such money.

3. To pay all rents and taxes, charges expenses and other out goings whatsoever payable for or an account of the said premises or any portion thereof or any undivided share or shares therein and to ensure any building thereon against loss or damages by fire and/or other risks as be deemed necessary and/or desirable by our said Attorney and to pay all premium for such insurance.
4. To sign and give any notice to any occupier of the said premises or trespassers or any portion thereof to quit or to repair or to abate any nuisance or to make remedy and breach of covenant and/or for any other purpose whatsoever.
5. To enter upon the said premises and every part thereof as be desired to view the state or repairs thereof and to require any occupier/licensees/purchaser as a result of such view to remedy any want of repairable any nuisance.
6. To enforce any covenant in any Agreement, Sale Deed(except Landowner's allocation), Declaration and/or License or Tenancy Agreement or any other document relating to the said premises or any part thereof and if any right to re-enter arises in any manner under each covenants or under Notice to quit them to exercise such rights, amongst others.



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7. To warn off and prohibit and if necessary proceed against in due form of law against all trespasses on the said premises or any part thereof for taking possession and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and for such to enter into all contracts or arrangement with the trespassers.
8. To appoint and terminate the appointment of Architect and to get prepared plans for demolition, construction and/or re-construction of and/or additions and/or alteration to any new or existing Building or Buildings or Structures on the said premises or any portion or portions thereof.
9. To make sign and verify all applications or objections to appropriate authorities for all and any License permission or consent etc. required by law in connection with management of the property or properties mentioned in Schedule below.
10. To effect mutation or separation of holding in the Revenue in Settlement Offices or Competent Authorities and sign all applications or objections or hearing and swear Affidavits relating to mutation or any other purpose in our names and on our behalf.
11. To appear for and represent before the Board of Revenue, Collector any District Sub-Divisional Officer, any Magistrate Judge, Munsiff, BLRRO Office, any Magistrate, Judge, Munsiff, Settlement Offices, Kolkata Municipal Corporation, Improvement Trust, C.M.D.A. Fire Brigade, Commissions of any Division on all matter and things relating to estate or its affairs.
12. To appear before and execute all formalities to submit plan, before the Rajpur Sonarpur Municipality.



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13. To pay fees, obtain sanction for principal plan and/or allocation and modification of plan and to take delivery of the same and such other orders and permissions from the necessary authorities including the Rajpur-Sonarpur Municipality be expedient for sanctioning and/or modification and/or alterations of plans and also to submit and take delivery of title deeds concerning the said premises documents as be required by the necessary authorities.
14. To build upon and exploit commercially the said premises by making construction of building or buildings, thereon and for that to arrange by us take down demolish structure of whatsoever nature existing thereon or as may be constructed in future.
15. To appoint any Contractor/Sub-Contractor for construction work or building thereon and to cancel the same and engage new contractor to be done by his own discretion as if our do the same personally.
16. To apply for and obtain such certificate, permissions and clearance including certificate and/or permissions from Govt. of West Bengal Housing Department under the Income Tax Act or other law relating to Revenue and/or Land and/or Building both Urban and Rural as may be required for execution and/or Registration of any Sale Deed (except Landowner's allocation), lease deed, mortgage deed or other documents of transfer in compliance with the terms of the Development Agreement coupled hereinbefore concerning the said premises and also to appear before and sign and submit all papers and submit all papers and documents and make representations to the necessary authorities for getting such certificate and/or permissions.



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17. To negotiate on terms for and to agree and to sell the said space/spaces with flats and/or proportionate land to be lying or situate with common space and car parking space/spaces /share etc. in the premises to any Purchaser or Purchasers either for space, proportionate share of land and/or space with super structures and/or flat or flats at such price which the said Attorney in his absolute discretion think proper.
18. To collect the maintenance charges, service charges or whatsoever charges from the intending Purchaser or Purchasers as he thinks fit.
19. To agree upon and to enter into any Agreement or Agreements with any party, Firm or Company for sale or sales of space or spaces with super structures or flats proportionate share of land and/or cancel and repudiate the same with the intending Purchaser or Purchasers in compliance with the terms of the Development Agreement coupled herewith.
20. To receive from the Intending Purchaser or Purchasers any booking money and/or earnest money or advance or progressive advances and also the balance of the purchase money and to give good valid receipts for the same which will protect the interest of purchaser or purchasers.
21. Upon such receipt as aforesaid and as our act and deed to sign and to execute and to deliver any Conveyance or Conveyances for the selling of proportionate share of land and/or flat/flats and/or space with super structures and/or flat/flats/space proposed to be constructed and maintenance and easement rights of the common



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areas of the proposed selling of space/flat/ proportionate share of land in favour of the Purchaser or Purchasers or their nominee or nominees our said Attorney also join as vendor in the Conveyance or Conveyances of the proposed sale if the said Attorneys receive and acknowledge the advance and/or booking money and/or earnest money and/or full consideration money from the intending Purchaser or Purchasers be treated as receipt and respectively from the Intending Purchaser or Purchasers as mentioned in Indenture made between the parties.

22. To sign and execute all other deeds, instruments and assurance which he shall consider necessary and to enter into and/or agree to such covenant and condition as may be required for fully and effectually conveying the said proportionate share of land flat/flats, flat/space together with the easement right of the common passage as ourselves to personally present.
23. To prepare sign, execute, submit, enter into modify cancel, alter, draw approve present of Developer's allocation for registration and admit registration of all papers, documents, deeds, contractors, agreement, tenancy Agreement, Surrender Deed, Cancellation Deed, Nomination Deed, Rectification Deed, Declaration, Affidavit applications consent and other documents as may in any way be required to be so done for or in connection with all or any of the powers herein contained including sale, assignment, tenancies and/or leave and license, permissions of the said premises and every or any part thereof and the termination of all contracts rights of occupancy user and/or enjoyment by any person or persons whatsoever and also in connection with observing fulfilling and performing all the terms, conditions and covenants on our part to be



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observed fulfilled and performed under the terms of Development Agreement coupled herewith.

24. To commence, prosecute enforce, defend answer or oppose all actions and other legal proceedings and demand touching any of the matters aforesaid or any other matter relating to the said Premises in which we are now or may hereafter be interested or connected and also if though fit, give evidence and compromise refer to Arbitration abandon, submit to judgement or before non-suited in any such action or proceedings as aforesaid before any Court Civil or Criminal or Revenue including the Rent Controller, District Court and Small Causes Court.
25. To appear and represent before any court including Hon'ble High Court and also Tribunals for and on our behalf and to appoint and engage Advocate for instituting or defending any suit or proceedings in court of Law and to sign all plaints, applications, petitions, written statements, etc., and to affirm any affidavit on our behalf and in doing it, may appoint Lawyer and to pay fees and charges and sign the Vakalatnama on our behalf for the purpose of the same in respect of the said property described in the Schedule hereunder.
26. To receive any payment and/or deposit all monies including the Court Fee, Stamp Duty, Rectification Fees, receive refunds and in receive and grant, valid, receipts and discharge in respect thereof.
27. For the better and more effectually executing the powers or authorities aforesaid to retain and employ Solicitors, Architects Mukhters and/or debt collecting or other agents.
28. To institute conduct and defend all proceedings for acquisition



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and/or requisition in respect of the said Premises or any part thereof and to receive compensation payable in respect thereof and also to grant, valid, receipts and discharges thereof.

29. To appear and represent us before all authorities make commitments and give undertakings as be required for all or any of the purpose herein contained.
30. To appear before the Rajpur-Sonarpur Municipality and/or other Authorities regarding the Tax Assessment or in any other way relating to the said Premises or any portion thereof or any undivided share or shares therein.
31. To observe fulfil and perform all the terms, conditions and obligations on our part to be observed fulfilled and performed under the said Development Agreement and to exercise all our rights therein.
32. To appoint and/or terminate the appointment from time to time and to make other or others of any substitute or substitutes for exercising all or any of the authorities herein above contained.
33. This Power of Attorney is related and collateral covenants of Development Agreement coupled herewith in respect of Schedule Property between the Landowner/Principals, the Developer/Attorney and the Associate Developer if any.
34. The Power conferred hereby to the Attorney is in terms of the Development Agreement coupled herewith under the provision of Section 202 of the Indian Contract Act and shall remain restricted only for the Development of the said property mentioned in Schedule hereunder and



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construction of the proposed building and Agreements for Sale and Sale Deeds in respect of the said premises.

**AND GENERALLY** to do all acts, deeds and things concerning the said Premises or in any part thereof and for better exercise of the authorities herein contained which WE could have lawfully done under our own hands and seals, if personally present.

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

**SIGNED, SEALED & DELIVERED** by  
the **Parties** at Kolkata in presence of:-

1. *Sudarp Mandal*  
*Acharam, Purnua, Jajmagan.*  
*713372*

*Sva Das*

**SIGNATURE OF THE LAND OWNERS/  
FIRST PART/PRINCIPAL**

2. *Bekorati Mazumdar*  
*East Fortabad, Garis*  
*Kol- 700084*

**GANGULY HOME SEARCH PRIVATE LIMITED**  
*Rupesh Ranjan Basak.*  
**DIRECTOR**

*Chiranjit Bhattacharjee.*  
**SIGNATURE OF THE DEVELOPER/  
SECOND PART/ATTORNEY**

**Drafted by:-**

*Soma Chakraborty*  
**SOMA CHAKRABORTY**  
Advocate.

Baruipur Civil Court  
WB - 2618/99



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**SPECIMEN FORM FOR TEN FINGER PRINTS**



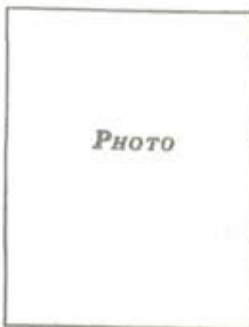
		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<i>Dva Das</i>	LEFT HAND					
	RIGHT HAND					



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<i>Suresh Rajan Basad</i>	LEFT HAND					
	RIGHT HAND					



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<i>Chiranjit Bhattacharyya</i>	LEFT HAND					
	RIGHT HAND					



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



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

**GRN Details**

<b>GRN:</b>	192022230129961221	<b>Payment Mode:</b>	Online Payment
<b>GRN Date:</b>	27/09/2022 13:45:16	<b>Bank/Gateway:</b>	ICICI Bank
<b>BRN :</b>	88116809	<b>BRN Date:</b>	27/09/2022 13:47:20
<b>Payment Status:</b>	Successful	<b>Payment Ref. No:</b>	2002844628/1/2022 <small>[Query No*/Query Year]</small>

**Depositor Details**

<b>Depositor's Name:</b>	GANGULY HOME SEARCH PVT. LTD.
<b>Address:</b>	167 GARIA STATION ROAD KOLKATA-700084
<b>Mobile:</b>	8335047751
<b>Depositor Status:</b>	Others
<b>Query No:</b>	2002844628
<b>Applicant's Name:</b>	Mr Soma Chakraborty
<b>Identification No:</b>	2002844628/1/2022
<b>Remarks:</b>	Sale, Development Agreement or Construction agreement

**Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002844628/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	40020
2	2002844628/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>40041</b>

**IN WORDS: FORTY THOUSAND FORTY ONE ONLY.**



### Major Information of the Deed

Deed No :	I-1603-15738/2022	Date of Registration	28/09/2022
Query No / Year	1603-2002844628/2022	Office where deed is registered	
Query Date	21/09/2022 8:13:30 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Soma Chakraborty Baruipur Civil Court,Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN - 700144, Mobile No. : 9749330959, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 2/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 1,65,15,006/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,120/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Main Road, Mouza: Barhans Farlabad, , Ward No: 29 JI No: 47, Pin Code : 700084



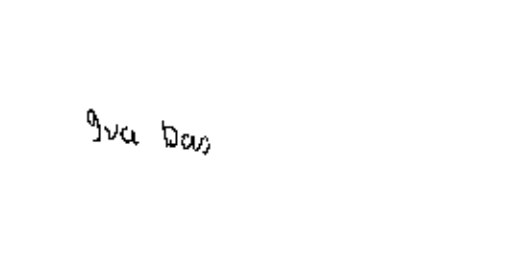
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-374	RS-160	Bastu	Bastu	4 Katha	1/-	90,00,003/-	Property is on Road
L2	RS-374	RS-731	Bastu	Bastu	3 Katha 4 Chatak	1/-	73,12,503/-	Property is on Road
		<b>TOTAL :</b>			<b>11.9625Dec</b>	<b>2 /-</b>	<b>163,12,506 /-</b>	
		<b>Grand Total :</b>			<b>11.9625Dec</b>	<b>2 /-</b>	<b>163,12,506 /-</b>	

#### Structure Details :




Sch No	Structure Details	Area of Structure	Setforth Value (in Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	2,02,500/-	Structure Type: Structure
Floor No: 1, Area of floor : 300 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
	<b>Total :</b>	<b>300 sq ft</b>	<b>1/-</b>	<b>2,02,500 /-</b>	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Smt IVA DAS, (Alias: Smt IBHA DAS)</b> Wife of Late DHARMADAS DAS Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office	<b>Photo</b>  28/09/2022	<b>Finger Print</b>  LTI 28/09/2022	<b>Signature</b>  28/09/2022
391, GARIA GARDENS, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AUxxxxxx0E, Aadhaar No: 92xxxxxxxx0564, Status :Individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office				



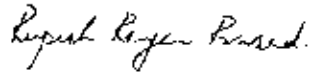
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>GANGULY HOME SEARCH PRIVATE LIMITED</b> 167, GARIA STATION ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.: AAxxxxxx0J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			
2	<b>Name</b> <b>Shri CHIRANJIT BHATTACHARJEE (Presentant)</b> Son of Shri BIDHAN CHANDRA BHATTACHARJEE Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office	<b>Photo</b>  28/09/2022	<b>Finger Print</b>  LTI 28/09/2022	<b>Signature</b>  28/09/2022
Son of Shri BIDHAN CHANDRA BHATTACHARJEE FARTABAD, BELTALA, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: BDxxxxxx7L,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Office				



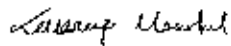




**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri RUPESH RANJAN PRASAD</b> Son of Shri MAKESWAR PRASAD Date of Execution - 28/09/2022, , Admitted by: Self, Date of Admission: 28/09/2022, Place of Admission of Execution: Office	 Sep 28 2022 6:09PM	 LTI 28/09/2022	 28/09/2022
54, GARIA MAIN ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AKxxxxxx0A,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : GANGULY HOME SEARCH PRIVATE LIMITED (as DIRECTOR)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri SWARUP MANDAL</b> Son of Shri SUJIT MANDAL GOCHARAN, PUNPUA, JOYNAGAR, City:- Not Spec'ied, P.O:- PUNPUA, P.S:- Joy nagar, District:-South 24-Parganas, West Bengal, India, PIN:- 743372	 28/09/2022	 28/09/2022	 28/09/2022

Identifier Of Smt IVA DAS, Shri CHIRANJIT BHATTACHARJEE, Shri RUPESH RANJAN PRASAD

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Smt IVA DAS	GANGULY HOME SEARCH PRIVATE LIMITED-3.3 Dec,Shri CHIRANJIT BHATTACHARJEE-3.3 Dec

**Transfer of property for L2**

SI.No	From	To. with area (Name-Area)
1	Smt IVA DAS	GANGULY HOME SEARCH PRIVATE LIMITED-2.68125 Dec,Shri CHIRANJIT BHATTACHARJEE-2.68125 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	Smt IVA DAS	GANGULY HOME SEARCH PRIVATE LIMITED-150.00000000 Sq Ft,Shri CHIRANJIT BHATTACHARJEE-150.00000000 Sq Ft



On 28-09-2022

**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 13:02 hrs on 28-09-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri CHIRANJIT BHATTACHARJEE , one of the Claimants.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,65,15,006/-

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

Execution is admitted on 28/09/2022 by 1. Smt IVA DAS, Alias Smt IBHA DAS, Wife of Late DHARMADAS DAS, 391, GARIA GARDENS, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 2. Shri CHIRANJIT BHATTACHARJEE, Son of Shri BIDHAN CHANDRA BHATTACHARJEE, FARTABAD, BELTALA, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Indetified by Shri SWARUP MANDAL, . , Son of Shri SUJIT MANDAL, GOCHARAN, PUNPUA, JOYNAGAR, P.O: PUNPUA, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743372, by caste Hindu, by profession Service

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

Execution is admitted on 28-09-2022 by Shri RUPESH RANJAN PRASAD, DIRECTOR, GANGULY HOME SEARCH PRIVATE LIMITED, 167, GARIA STATION ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24 -Parganas, West Bengal, India, PIN:- 700084

Indetified by Shri SWARUP MANDAL, . , Son of Shri SUJIT MANDAL, GOCHARAN, PUNPUA, JOYNAGAR, P.O: PUNPUA, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743372, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 60.00/- ( E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 39.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/09/2022 1:47PM with Govt. Ref. No: 192022230129961221 on 27-09-2022, Amount Rs: 21/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 88116809 on 27-09-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,070/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 40,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 76643, Amount: Rs.100.00/-, Date of Purchase: 21/09/2022, Vendor name: TANMOY KAR PURKAYASTHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/09/2022 1:47PM with Govt. Ref. No: 192022230129961221 on 27-09-2022, Amount Rs: 40,020/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 88116809 on 27-09-2022, Head of Account 0030-02-103-003-02



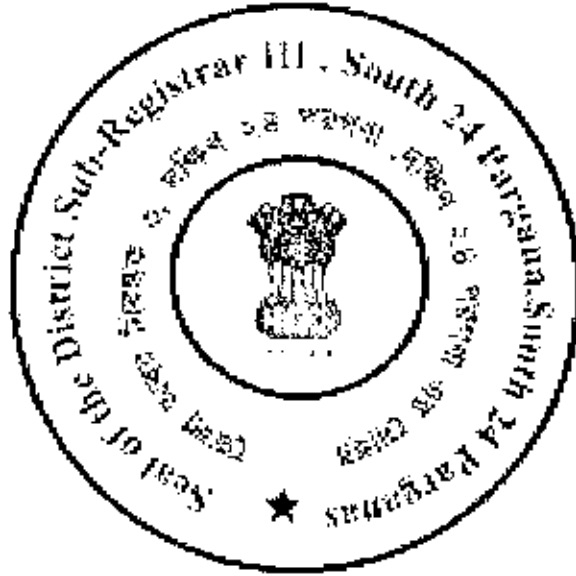
Debasish Dhar  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 508511 to 508558  
being No 160315738 for the year 2022.



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2022.09.29 18:12:30 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/09/29 06:12:30 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)