Sl-3470 I-3581/2022

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL V.C.C. No- 164/2022 U 668892

25/09/22 04:30 p.m.

21/28309219/2022

Receipt - 7,00,000/-

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

Addl. Dist. Sub Registrar, Budge Budge
Pentre Budge, South 24 Pgs.

26 SEP 2022

DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY

THIS AGREEMENT FOR DEVELOPMENT is made this the 25th day of September, Two Thousand and Twenty Two (2022) of Christian Era, **BETWEEN** (1) **SRI ARUN KUMAR CHAKRABORTY**, having PAN: AISPC1563A, Aadhaar Number: 2946 3332 7519 and Mobile Number: 6291142470, son of Late Jatindra Nath Chakraborty, by faith Hindu, by occupation Retired, by Nationality Indian, residing at Premises No. 3/2, Adhar Das Road, P.O. and P.S. Budge Budge, Kolkata – 700137, District – South 24 Parganas, West Bengal, (2) **SRI ARUP CHAKRABORTY**,

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SL. No. 969 Date 23/9/22
Name Bidishyam Infratech Pvt. Ltd.
Address V.A. R.L. Ghosh Rd. Mirpur
Amount [illegible]
Stamp Vender [illegible]
Sanat Panjal
A.D.S.R.O Budge Budge, 24Pgs. (S)

Sk Sahir Ahmed
S/o Sk Abdul Hannan
112, R.L. Ghosh Road
Budge Budge
Kol- 137

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Budge Budge, 24 Parganas

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having PAN: ACJPC5050H, Aadhaar Number: 4003 4206 2432 and Mobile Number: 9474978211, son of Late Jatindra Nath Chakraborty, by faith Hindu, by occupation Retired, by Nationality Indian, residing at Premises No. B, 2/207, Kalyani, P.O. and P.S. Kalyani, Pin Code – 741235, District Nadia, West Bengal, (3) SRI ANUP KUMAR CHAKRABORTY, having PAN: AGVPC6660K, Aadhaar Number: 8614 9172 7880 and Mobile Number: 9831259003, son of Late Jatindra Nath Chakraborty, by faith Hindu, by occupation Retired, by Nationality Indian, residing at Premises No. 3/2, Adhar Das Road, P.O. and P.S. Budge Budge, Kolkata – 700137, District – South 24 Parganas, West Bengal, (4) SMT. SANDHYA CHAKRABORTY, having PAN: CNWPC6438H, Aadhaar Number: 7093 4867 6844 and Mobile Number: 9051824600, wife of Late Amal Chakraborty, by faith Hindu, by occupation Homemaker, by Nationality Indian, residing at Premises No. 53/13, R.N.G. Road, Goalpark, P.O. Dum Dum, P.S. Dum Dum, South Dum Dum, Kolkata – 700028, District North 24 Parganas, West Bengal, (4A) SRI ADIP CHAKRABORTY, having PAN: ADXPC3524F, Aadhaar Number: 8874 2185 3718 and Mobile Number: 9903197214, son of Late Amal Chakraborty, by faith Hindu, by occupation Service, by Nationality Indian, residing at "Kamalalaya", 3rd Floor, Flat No. 6, Premises No. 58, Debinibas Road, P.O. Motijheel, P.S. Dum Dum, Nagerbazar, South Dum Dum, Motijheel, Kolkata – 700074, District – North 24 Parganas, West Bengal and (4B) SRI SANDEEP CHAKRABORTY, having PAN: AEPPC9427E, Aadhaar Number: 8108 8397 6238 and Mobile Number: 8050249450, son of Late Amal Chakraborty, by faith Hindu, by occupation Service, by Nationality Indian, residing at Premises No. 61, 3rd Main, SBM Colony, Anand Nagara, P.O. R T Nagar, P.S. R T Nagar, Bangalore (North), Karnataka – 560024, hereinafter jointly referred to and called the "OWNERS" (which term or expression shall, unless otherwise excluded by or repugnant to the subject or context, be deemed to mean and include their legal representatives, legal heirs, executors, administrators, successors, nominees and assigns)of the FIRST PART;

-AND-

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BRIJSHYAM INFRATECH PRIVATE LIMITED, having PAN: AAJCB2405J, a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at Premises No. 1/A, A.M. Ghosh Road, Budge Budge, P.S. Budge Budge, Kolkata – 700137, District 24 Parganas (South), West Bengal, duly represented by one of its Directors; **MR. ABHISEK SHAW**, having PAN: BZPPS3205N, Aadhaar No. 4507 3244 8617 and Mobile No.: 9831259331, son of Sri. Uma Shankar Shaw, by faith Hindu, by occupation Business, by Nationality Indian, residing at Premises No. 1/A, A.M. Ghosh Road, Budge Budge, P.O. &P.S. Budge Budge, Kolkata – 700137, District 24 Parganas (South), hereinafter referred to and called the "**DEVELOPER**" (which term or expression shall, unless otherwise excluded by or repugnant to the subject or context, be deemed to mean and include its legal representatives, executors, administrators, successors, successors-in-interest, successors-in-office, nominees and permitted assigns) of the **SECOND PART**;

WHEREAS

A. By virtue of a Kobala in Bengali language dated 15th Ashwin 1371 B.S. corresponding to 1st day of October, 1964, registered at the Office of the District-Registrar, District – 24 Parganas, entered into and executed by and between Sri Kamal Krishna Bhanja, son of Late Nagendra Nath Bhanja, referred to as the Vendor therein and Smt. Tara Debi, wife of Sri Jatindra Nath Chakraborty, referred to as the Purchaser therein, the Vendor, on the terms, conditions and covenants contained therein, and on such valuable consideration mentioned therein, sold, transferred, conveyed, granted, assigned and assured unto and in favour of the Purchaser therein, absolutely, exclusively, unconditionally and forever, **ALL THAT** the piece and parcel of Bastu land measuring 12 (Twleve) sataks more or less, corresponding to or equivalent to 7 (Seven) cottahs 4 (Four) chittacks and 16 (Sixteen) sq.ft. more or less, comprised of and contained in Mouza Garhbhuktanandanpur, J.L. No. 8, R.S. No. 33, Touji No. 353, R.S. Dag No. 392, Khatian No. 484/322, S.R.O. Budge Budge, P.O. and P.S. Budge Budge, District – South 24 Parganas, within the limits of Ward No. 13 of the Budge Budge Municipality, the description of

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which, as more fully and particularly mentioned and described in the SCHEDULE thereunder written, butted and bounded in the manner as appearing therein. The aforesaid Kobala in Bengali language dated 15th Ashwin 1371 B.S. Corresponding to 1st day of October, 1964 registered at the Office of the District-Registrar, District 24 Parganas, has been recorded in Book No. I, Volume No. 83, Pages from 234 to 237, Being No. 3776 for the Year 1964.

B. Upon becoming the Owner of the aforesaid property, the said Smt. Tara Debi, since deceased, during her lifetime, applied for and obtained Mutation of her name as Owner in the records of the Budge Budge Municipality as well as in the land records maintained in the Office of the B.L. & L.R.O. Budge Budge and thereafter constructed a pucca brick built residential building on a part or portion of the aforesaid property and started residing thereat with her family members upon making payment of all necessary upto date land revenues, Building tax, taxes, Khajna, Chowkidari tax etc. as was being levied and/or imposed from time to time by the concerned statutory and other authorities pertaining to the aforesaid property being in peaceful possession, occupation and enjoyment of the same, without any obstruction or objection from any quarter.

C. Jatindra Nath Chakraborty, husband of Smt. Tara Devi died intestate on 9th day of October, 1985, leaving behind him surviving, his wife and widow; Smt. Tara Debi, and 6 (six) sons namely; (1) Sri Amiya Ranjan Chakraborty, (2) Sri Amal Chakraborty, (3) Sri Ajoy Chakraborty, (4) Sri Arun Kumar Chakraborty, (5) Sri Arup Chakraborty and (6) Sri Anup Kumar Chakraborty, as his joint legal heirs, successors and representatives jointly entitled to the properties left behind by the deceased as per the provisions of the Hindu Succession act, 1956.

D. By virtue of a Deed of Family Settlement in Bengali language dated 27th day of Aghrayan 1398 B.S. corresponding to 13th day of December, 1991, registered in the Office of the Registrar of Assurances, Calcutta entered into and executed by and between Smt. Tara Debi, wife of Late Jatindra Nath Chakraborty, referred

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to as the Settlor therein and (1) Sri Amiya Ranjan Chakraborty, son of Late Jatindra Nath Chakraborty, (2) Sri Amal Chakraborty, son of Late Jatindra Nath Chakraborty, (3) Sri Ajoy Chakraborty, son of Late Jatindra Nath Chakraborty, (4) Sri Arun Kumar Chakraborty, son of Late Jatindra Nath Chakraborty, (5) Sri Arup Chakraborty, son of Late Jatindra Nath Chakraborty and (6) Sri Anup Kumar Chakraborty, son of Late Jatindra Nath Chakraborty, jointly referred to as the Beneficiaries, the Settlor, on the terms, conditions and covenants contained therein, settled and demarcated her aforesaid self acquired total property in favour of her aforementioned six (6) sons referred to as Beneficiaries therein, to be effective only after the death of the Settlor; Tara Debi, the description of the respective allotments as more fully and particularly mentioned and described in separate Schedules thereunder written and as delineated and demarcated in the Sketch Site Map or Plan annexed thereto and bordered with different independent and individual colours therein, butted and bounded in the manner as appearing therein. The aforesaid Deed of Family Settlement dated 13th day of December, 1991, registered at the Office of the Registrar of Assurances, Calcutta, has been recorded in Book No. I, Volume No. 448, Pages from 291 to 306, Being No. 17053, for the Year 1991.

E. The said Sri Amal Chakraborty, one of the sons of Smt. Tara Debi and one of the Beneficiaries named in the registered Deed of Family Settlement dated 13th day of December, 1991, died intestate on 30.05.1996, leaving behind him surviving, his wife and widow; Smt. Sandhya Chakraborty and two sons namely; Sri Adip Chakraborty and Sri Sandeep Chakraborty as his joint legal heirs, successors, and representatives, jointly entitled to the proportionate share or interest in the properties left behind by the deceased, as per the provisions of the Hindu Succession Act, 1956.

F. Smt. Tara Debi died intestate on 14th day of April, 1999, leaving behind her surviving, her five sons namely; (1) Sri Amiya Ranjan Chakraborty, (2) Sri Ajoy Chakraborty, (3) Sri Arun Kumar Chakraborty, (4) Sri Arup Chakraborty, (5) Sri Anup Kumar Chakraborty, (6) one daughter-in-law; Smt. Sandhya Chakraborty, wife and widow of Late Amal Chakraborty and two

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grandsons namely; (7) Sri Adip Chakraborty and (8) Sri Sandeep Chakraborty, both sons of Late Amal Chakraborty, as her joint legal heirs, successors and representatives, jointly entitled to the properties left behind by the deceased, as per the provisions of the Hindu Succession Act, 1956.

G. Pursuant to the above and in terms of the Registered Deed of Family Settlement dated 13th day of December, 1991, the individual Settlees / Beneficiaries named therein, being the successors-in-interest of Late Tara Debi, alongwith the successors-in-interest of one of the Settlees / Beneficiaries, being Late Amal Chakraborty, thus became the Owners of their respective earmarked and demarcated areas of land with structures standing thereon, comprised of and contained in Mouza Garhbhuktanandanpur, J.L. No. 8, R.S. No. 33, Touzi No. 353, R.S. Dag No. 392, Khatian No. 484/322, S.R.O. Budge Budge, P.O. and P.S. Budge Budge, District South 24 Parganas, butted and bounded in the manner as appearing therein.

H. By virtue of the events recited hereinbefore, the Beneficiaries duly applied for and obtained Mutation of their names as Owners of their respective demarcated portions in the aforesaid properties in the records of the B.L. & L.R.O. Budge Budge, South 24 Parganas and accordingly their names have been recorded in the L.R. Parcha upon connection of the previous records vide L.R. Dag No. 518 as well as in the records of the Budge Budge Municipality and the property/premises has been numbered as Municipal Premises No. 3/2, Adhar Das Road, P.O. and P.S. Budge Budge, Kolkata – 700137, District – South 24 Parganas, within the limits of Ward No. 13 of the Budge Budge Municipality, togetherwith structures standing thereon and while being in peaceful possession and occupation of their respective earmarked portions, the Owners have been paying all upto date Taxes, Khajnas etc. as is being levied and/or imposed by the concerned statutory and other authorities from time to time.

I. By virtue of and in terms of the registered Deed of Settlement dated 19th day of December, 1991, each of the Owners thus became entitled to 1/6th divided share or interest in the land and structures comprised of and contained in Municipal

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Premises No. 3/2, Adhar Das Road, P.O. and P.S. Budge Budge, Kolkata – 700137, District – South 24 Parganas, within the limits of Ward No. 13 of the Budge Budge Municipality, the description of the total premises as more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written, butted and bounded in the manner as appearing therein.

J. Accordingly, in pursuance of the above, the said Sri. Amiya Ranjan Chakraborty, one of the Owners thus became entitled to as absolute Owner of ALL THAT the demarcated piece and parcel of Bastu land measuring 2 (Two) Decimals more or less (from out of 12 (Twelve) Decimals more or less of Bastu land) equivalent to 1 (one) cottah 3 (three) chittacks and 15 (fifteen) sq. ft. more or less, togetherwith his earmarked share or interest in the open roof situated on the second-floor of the pucca brick built building thus having an area of 728 sq.ft. more or less, togetherwith all lights, rights, liberties, easements, privileges, advantages, benefits, appurtenances, amenities, and facilities attached thereto or appurtenants therewith, comprised of and contained in Mouza Garhbhuktanandanpur, J. L. No. 8, R. S. No. 33, Touzi No. 353, R.S. Dag No. 392, L.R. Dag No. 518, L.R. Khatian No. 6266, A.D.S.R.O. Budge Budge, P. O. & P. S. Budge Budge, District – South 24 Parganas, being Part or Portion of Municipal premises No. 3/2, Adhar Das Road, P. O. & P. S. Budge Budge, Kolkata – 700137, District South 24 Parganas, within the limits of Ward No. 13, of the Budge Budge Municipality, butted and bounded in the manner as appearing therein.

K. Accordingly, in pursuance of the above sequence of events, the said Sri. Ajoy Chakraborty also one of the Owners, thus became entitled to as the absolute Owner of ALL THAT the demarcated piece and parcel of Bastu land measuring 2 (Two) Decimals more or less (from out of 12 (Twelve) Decimals more or less of Bastu land) equivalent to 1 (one) cottah 3 (three) chittacks and 15 (fifteen) sq. ft. more or less, togetherwith his earmarked share or interest in the open roof situated on the second-floor of the pucca brick built building thus having an area of 728 sq.ft. more or less, togetherwith all lights, rights, liberties,

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easements, privileges, advantages, benefits, appurtenances, amenities, and facilities attached thereto or appurtenant therewith, comprised of and contained in Mouza Garhbhuktanandanpur, J.L. No. 8, R.S. No. 33, Touzi No. 353, R.S. Dag No. 392, L.R. Dag No. 518, L.R. Khatian No. 6270, A.D.S.R.O. Budge Budge, P. O. & P. S. Budge Budge, District South 24 Parganas, being part or portion of Municipal Premises No. 3/2, Adhar Das Road, P. O. & P. S. Budge Budge, Kolkata – 700137, District South 24 Parganas, within the limits of Ward No. 13 of the Budge Budge Municipality, butted and bounded in the manner as appearing therein.

L. By virtue of a Deed of Gift dated 25.09.2022, registered at the Office of the A.D.S.R.O., District – South 24 Parganas, entered into and executed by and between 1) Sri. Amiya Ranjan Chakraborty, son of Late Jatindra Nath Chakraborty, and 2) Shri. Ajoy Chakraborty, jointly referred to as the Donors of the First Part therein and 1) Sri. Arun Kumar Chakraborty, son of Late Jatindra Nath Chakraborty,2) Sri. Arup Chakraborty, son of Late Jatindra Nath Chakraborty, 3) Sri. Anup Kumar Chakraborty, son of Late Jatindra Nath Chakraborty, 4) Smt. Sandhya Chakraborty, wife of Late Amal Chakraborty, 4A) Sri. Adip Chakraborty, son of Late Amal Chakraborty, and 4B) Sri. Sandeep Chakraborty, of Late Amal Chakraborty, jointly referred to as the Donees of the Second Part therein, the Donors on the terms, conditions and covenants contained therein and out of their natural love and affection which they bore towards the Donees therein being their brothers, sister-in-law and nephews and on such valuable consideration mentioned therein, conveyed, granted, assigned, assured and transferred as and by way of absolute Gift, ALL THAT the piece and parcel of Bastu land aggregating to an area of 4 (Four) Decimals more or less equivalent to 2 cottahs 6 chittaks 30 sq.ft. more or less (from out of 12 (twelve) Decimals more or less equivalent to 7.27 Cottahs more or less) i.e. 7 cottahs 4 chittacks and 16 sq.ft. more or less, togetherwith proportionate, right, title and interest in the old dilapidated pucca brick-built building standing thereon, constructed sometime in the Year 1966, aggregating to a total constructed area of 2434 sq. ft. more or less togetherwith the proportionate rights, lights, liberties, privileges, easements, advantages, benefits, amenities and facilities attached thereto or appurtenant therewith,

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comprised of and contained in Mouza Garhbhuktanandanpur, J.L. No. 8, R.S. No. 33, Touzi No. 353, R.S. Dag No. 392, L.R. Dag No. 518, L.R. Khatian Nos. 6266 & 6270, A.D.S.R.O. Budge Budge, P. O. & P. S. Budge Budge, District South 24 Parganas, presently being a part or portion of Municipal Premises No. 3/2, Adhar Das Road, P. O. & P. S. Budge Budge, Kolkata – 700137, District South 24 Parganas, Adhar Das Road, P. O.& P. S. Budge Budge, Kolkata-700137, within the limits of Ward No. 13 of the Budge Budge Municipality, the description of which, as more fully and particularly mentioned and described in the Third Schedule thereunder written, butted and bounded in the manner as appearing therein. The aforesaid Deed of Gift dated 25.09.2022, registered at the office of the A.D.S.R.O, District – South 24 Parganas, has been recorded in Book No. I, Volume No.1610-2022, Pages from 79859 to 79889, Being No. 161003571 for the Year 2022.

M. Pursuant to the events recited hereinbefore, the Owners of the First Part herein, thus became absolutely and indefeasibly seized and possessed of and/or otherwise well and sufficiently entitled to as absolute and exclusive joint Owners (as per their respective undivided shares and interest) of ALL THAT the piece and parcel of Bastu land measuring 12 (Twelve) Decimals more or less equivalent to 7.27 Cottahs more or less, togetherwith a TWO-STORIED storied pucca brick-built building standing thereon, having a total constructed area of 2434sq. ft. more or less, togetherwith all lights, rights, liberties, privileges, easements, benefits, amenities and facilities attached thereto or appurtenant therewith, comprised of and contained in Mouza Garhbhuktanandanpur, J.L. No. 8, R.S. No. 33, Touzi No. 353, R.S. Dag No. 392, L.R. Dag No. 518, Khatian No. 484/322, L.R. Khatian Nos. 6266, 6270, 6267, 6269, 6268, 6271, 6272 and 6273, A.D.S.R.O. Budge Budge, P. O. & P. S. Budge Budge, District – South 24 Parganas, presently known and numbered as Municipal Premises No. 3/2, Adhar Das Road, P. O. & P. S. Budge Budge, Kolkata – 700137, within the limits of Ward No. 13 of the Budge Budge Municipality, District South 24 Parganas, as morefully and particularly mentioned and described in the "First Schedule" hereunder written, butted and bounded in the manner as appearing therein and hereinafter, for the sake of brevity, referred to as the "Said Property".

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AND WHEREAS with a view to commercially exploit the First Schedule mentioned property, by construction of a multistoried building thereon, comprising and/or consisting of several self-contained flats/units, commercial spaces, shoprooms and car-parking spaces, thereat, upon demolition of the existing age-old dilapidated structures standing thereon, and hence with this intention in mind, the Owners, on being approached by the Developer of the Second Part herein and after having protracted discussions in the matter of the proposed development with the Developer and for the purpose of fulfilling their intention and desire, have now therefore decided to enter into, execute and register a detailed Joint-Venture Development Agreement Cum General Power of Attorney with the Developer of the Second Part herein to commence, construct and complete the proposed multistoried building at the First Schedule mentioned property at the costs and expenses of the Developer and in strict conformity with the Building Plan to be approved and sanctioned by the Budge Budge Municipality and/or any other competent authority, after Mutation of the names of the Owners in the records of the Budge Budge Municipality, B.L.&L.R.O. Office as well as in the necessary and relevant records wherever found expedient, subject to the terms, conditions, covenants, stipulations, considerations and restrictions as appearing hereinafter and as agreed and accepted by the parties.

NOW THEREFORE THIS AGREEMENT WITNESSETHand it is hereby agreed by and between the parties hereto, as follows:-

1. DEFINITIONS

i. COMMENCEMENT DATE: Unless otherwise specified, this Agreement shall commence with effect from the date of execution, registration and signing of this Agreement.

ii. ADVOCATE: Shall mean Shri Siddhartha Banerjee, Advocate High Court, Calcutta of 28/1/4, Nakuleswar Bhattacharjee Lane, Kolkata 700026, who will act as the Advocate for the project and draft all papers, documents, Deeds etc. pertaining to dealing with saleable areas and/or spaces in the newly

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constructed building at the said premises and/or any advocate as may be appointed by the Developer for the project to draft all papers, documents, Deeds etc. pertaining to dealing with saleable areas and/or spaces in the newly constructed building at the said premises.

iii. ARCHITECT: Shall mean such person or persons who may be appointed by the Developer as the Architect for the New Building.

iv. ASSOCIATION: Shall mean any Company incorporated under the Companies Act, 1956 or any Association under the West Bengal Apartment Ownership Act, 1972 or a Committee as may be formed by the Developer for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.It is mandatory for all Flat Owners to become members of the Association and abide by all decisions taken by the Association including payment of Maintenance charges, proportionate common expenses etc. as may be levied from time to time. No Flat Owner shall, under any circumstances be allowed to use and enjoy the common facilities, in the event they commit default or fail to pay the aforesaid charges to the Association. In default of payment of any charges for consecutive 2(Two) months, the Association would be at liberty to charge penal interest on the defaulted sum till such time the same is not paid in full and liquidated and simultaneously debar the Flat Owner/s from using the common facilities.

v. FLAT/UNITS / SALEABLE SPACES: Shall mean self-contained apartments, shops, and/or other space or spaces in the new building to be constructed at the Owners' land or the First Schedule mentioned property/premises capable of being held independently of each other.

vi. CAR PARKING SPACE: Shall mean the spaces in the portions of the ground floor level as sanctioned whether open or covered at the new building expressed or intended to be reserved or restricted only for the parking of motor cars/two wheelers of the occupants or residents of the building as allotted to them.

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vii. COMMON AREAS, FACILITIES AND AMENITIES: Shall mean and include corridors, hallways, staircase, internal and external passages, passage ways, pump room, garage and roof of the building excluding the signage for the project and other spaces to be reserved by the Developer, overhead, water tank, water pump and motor, driveways, common lavatory, fire fighting systems (if any) and other facilities in the new building, which may be decided by the Developer in its discretion and provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the New Building as would be decided by the Developer after sanction of the plan or the modified building plan.

viii. COMMON EXPENSES: Shall mean and include all expenses for maintenance, management, upkeep and administration of the common areas, facilities and amenities and for rendition of common services in common to the co-transferees and all other expenses for the common purpose as may be decided by the Developer to be contributed, borne, paid and shared by the Co-Transferees. Provided however the charges payable on account of electricity etc. consumed for the common areas and common purpose shall be separately paid or reimbursed to the Association.

ix. COMMON PURPOSES: Shall mean and include the purpose of managing, maintaining and upkeep of the new building as a whole, in particular, the common areas facilities amenities, rendition of common service in common to the co-transferees, collection and disbursement of the common expenses and administering and dealing with matters of common interest of the co-transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the common areas, facilities and amenities in common.

x. COMPLETION NOTICE: Shall mean the notice contemplated in clause 12.1 below.

xi. DATE OF COMMENCEMENT OF LIABILITY: Shall mean the date on which the Owners take actual physical possession of their allocation after fulfilling

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all obligations in terms of clause 12.2 hereinafter or the date next, after expiry of the notice of taking possession of the Owners' Allocation after completion, irrespective of whether the Owners take actual physical possession or not, whichever is earlier.

xii. OWNER'S ALLOCATION AND CONSIDERATION:

A. Shall mean and include 40% of the sanctioned FAR in the Saleable Areas, spaces and/or flats/units to be situated and distributed in earmarked parts or portions of different floors i.e. of the saleable areas situated on the floor/s of the G+4 storied building, which areas shall be distributed in self contained units respectively as per the Owners' Allocation in the Project. But in the event if any additional sanction of floor/s over and above the proposed G+4 building is obtained by the Developer at its own costs and expenses then in such event the sanctioned saleable areas in the additional floor shall be shared amongst the Owners and the Developer in the ratio of 25% (Owners) and 75% (Developer).

B. The Owners shall also be entitled to an undivided, impartible, proportionate share or interest in the land underneath attributableto their allocated areas in the Project, togetherwith proportionate share or interest in all common areas, facilities and amenities in the said New Building to be constructed at Premises No. 3/2, Adhar Das Road, P.O. & P.S. Budge Budge, Kolkata – 700137, within the limits of Ward No. 13 of the Budge Budge Municipality, butted and bounded in the manner as appearing therein.

C. On or before execution and registration of these presents, the Developer has paid a total Adjustable Advance of Rs.7,00,000/- (Rupees Seven Lakhs) only, to be adjusted against the Owners' Allocation of spaces in the newly constructed Building at the Owners' property/premises, which amount the Owners herein doth hereby admit and acknowledge herein as well as by separate receipt appended hereinbelow in the Memo of Consideration. The

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total Adjustable Advance of Rs.7,00,000/- (Rupees Seven Lakhs) only, is adjustable in full from the total F.A.R. share of constructed areas of the Owners at the time of handing over delivery of vacant possession of the assured areas and / or spaces in the newly constructed building/s pertaining to the Owners' as per their Allocation in the Project. The adjusted areas to be deducted from the Owners' Allocation in the Project shall be calculated @ Rs.2,500/- (Rupees Two Thousand Five Hundred) only.

Provided however, in the event the Developer is prevented in any way in carrying out and/or completing the construction of the proposed building at the Owners' property/premises, then the Owners shall be fully liable and/or responsible to refund the full amount to the Developer along with the re-imbursement of all costs and expenses incurred in terms of these presents.

xiii. DEVELOPER'S ALLOCATION:

A. Shall mean and include the balance 60% of the Sanctioned F.A.R. (Floor Area Ratio) in the saleable commercial/residential areas and/or spaces, flats/units, shops, offices, open and covered car-parking spaces to be situated and/or distributed on different floors of the proposed newly constructed Ground Plus Four (G+4) Storied building at the Owners' First Schedule mentioned property/premises.

B. In the event the initial sanction is permitted to be increased by sanction of any additional floor, the Developer and the Owners shall be entitled to share amongst themselves sanctioned saleable areas and/or spaces on such additional floor in the ratio of 75% (Developer) and 25% (Owners) and all expenses to be incurred for the same including construction costs shall be exclusively borne by the Developer without askingfor any re-imbursement from the Owners.

C. The Developer shall also be entitled to undivided, impartible and proportionate share or interest in the land underneath, attributable to its allocated areas and/or spaces in the newly constructed building,

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together with proportionate share or interest in all common areas, facilities and amenities in the newly constructed Building at Premises No. 3/2, Adhar Das Road, P.S. & P.O. Budge Budge, Kolkata – 700137, District South 24 Parganas, within the limits of Ward No. 13, of the Budge Budge Municipality, butted and bounded in the manner as appearing therein.

xiv. DEVELOPMENT RIGHTS: Shall mean and include in addition to what has been provided for elsewhere in the Agreement, the entire developmental rights of the New Building at the said premises and shall include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to :-

a) Enter upon and take permissive possession of the said premises and every part thereof for the purpose of developing the new building in the manner herein contained;

b) Exercise full, free, uninterrupted, exclusive and irrevocable marketing or transfer rights in respect of the constructed areas and/or spaces falling under the Developer's Allocation in the new building by way of any manner of transfer or creation of Third Party rights therein, have exclusive control with respect to the said pricing of such constructed areas and/or spaces to be constructed at the said premises and enter into agreements with such Transferees, Assignees as it deems fit and to receive the full and complete proceeds as per the terms herein and give receipts and hand over possession, use or occupation of such constructed areas and/or spaces together with proportionate, undivided interest in the land underneath, that is, the said premises;

c) Carry out the construction/development of the New Building as per sanctioned building plan or sanctioned modified building plan and remain in control of the said premises or any part thereof until the completion of development of the New Building and marketing or transfer of the constructed areas and/or spaces falling under the Developer's Allocation in the New Building at the said premises and every part thereof;

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d) Apply for and obtain from the relevant authorities, all approvals, permissions, no objections for development and construction of the new building that are required to be obtained by the Developer in terms of this agreement;

e) Appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;

f) Make payment and/or receive the refund of all such deposits or other charges to and from all public or private or government authorities relating to the development of the said premises;

g) Make applications to the Budge Budge Municipality or any Semi-Government, Government Authority or Public or Local Body or Authority, as the case may be in respect thereof, for carrying out all infrastructural work, including levelling, water-storage facilities, water mains, sewerages, storm water, drains, boundary walls, electrical connections, transformers and all other common areas and facilities for the proposed new building to be constructed on the said property/premises as may be required, found expedient or as may be deemed fit and proper by the Developer;

h) Deal with, appear before and file applications, declarations, Certificates and submit or receive information as may be required under the extant provisions of law, Municipality or Government Authority in relation to the New-Building, necessary for the full, free uninterrupted and exclusive development of and construction of the new Building at the said property/premises;

i) Carry out and comply with all the conditions contained in the approvals, permissions, sanctions, no-objections as may be obtained from to time to time;

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j) Execute all necessary legal and statutory writings, agreements and documentations for the exercise of the Development rights and in connection with all the marketing or transfer of the constructed areas and/or spaces falling under the Developer's Allocation to be constructed at the said premises as envisaged herein;

k) Take appropriate actions, steps and seek compliances, approvals and exemptions under the provisions of applicable laws;

l) Demarcate the common areas and facilities in the New Building, as per the lay out plan and applicable laws and to file and register all requisite deeds and documents under the West Bengal Apartment Ownership Act, 1972 with the competent authority;

m) Generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights.

xv. FORCE MAJEURE: Shall mean and include an event preventing either Party from performing any or all of their obligations under this Agreement, which arises from or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, epidemic, pandemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, lockdowns and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons beyond the control of either Party) or any relevant Government or Court Orders.

xvi. MARKETING: Shall mean marketing, selling, leasing, letting out or otherwise dealing with any areas and/or spaces falling under the Developer's Allocation in the new building to any transferee for owning or occupying any flat, unit, apartment and/or constructed space.

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xvii. NEW BUILDING: Shall mean the complete building to be constructed, erected and completed by the Developer in terms of this Agreement and sanctioned plan or revised plan.

xviii. PLAN: Shall mean and include the new or modified or revised Building Plan sanctioned by the Budge Budge Municipality for construction of a minimum Ground plus Four (G+4) storied building or for construction of any additional floor/s at the Owners property/premises, togetherwith all modifications, revisions, alterations thereto from time to time made or to be made by the Developer either under advise or on the recommendation of the Architect and approved by the concerned sanctioning authority.

xix. PROPORTION OR PROPORTIONATELY: According to its context, shall mean the proportion in which the built-up-area of any unit or units may bear to the built-up-area of all the units in the new building and where it refers to the share of the Owners in the new Building, shall mean 40% (Forty Percent) and where it refers to the share of the Developer in the new Building, shall mean 60% (Sixty Percent) excluding the area of the additional floor, if any, sanctioned, or at all, the distribution of such additional F.A.Ras more fully and particularly expressed separately in the Owners' and Developer's Allocation hereinbefore.

xx. ROOF: Shall mean and include the ultimate roof or terrace of the New-Building.

xxi. SAID-PREMISES: Shall mean ALL THAT the piece and parcel of Bastu land measuring 12 (Twelve) Decimals more or less, equivalent to an area of 7.27 Cottahs more or less i.e. 7 cottahs 4 chittacks and 16 sq.ft. more or less, togetherwith two storied pucca, brick-built building standing thereon, comprising of a ground-floor, first-floor and open roof on the second-floor of the building, having a total constructed area of 2434 sq. ft. more or less and total roof area of 1456 sq. ft. more or less, togetherwith all lights, rights, liberties, privileges, easements, appendages, advantages, benefits, amenities and facilities attached thereto or appurtenant therewith, comprised of and

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contained in Mouza Garhbhuktanandanpur, J.L. No. 8, R.S. No. 33, Touzi No. 353, R.S. Dag No. 392, L.R. Dag No. 518, R.S. Khatian No. 484/322, L.R. Khatian Nos. 6266, 6270, 6267, 6269, 6268, 6271, 6272 and 6273, A.D.S.R.O. Budge Budge, P.O. & P.S. Budge Budge, District South 24 Parganas, presently known and numbered as Municipal Premises No. 3/2, Adhar Das Road, P.O. & P.S. Budge Budge, Kolkata – 700137, West Bengal, within the limits of Ward No. 13 of the Budge Budge Municipality, the description of which, as more fully and particularly mentioned and described in the "FIRST SCHEDULE" hereunder written, butted and bounded in the manner as appearing therein.

xxii. TITLE DEEDS: Shall mean the documents of title of the said premises as referred to herein.

xxiii. TRANSFER: With its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in a multistoried building to the transferees thereof as per law.

xxiv. TRANSFEREE(S)/PURCHASER(S): According to the context shall mean all the prospective or actual Purchasers who would agree to acquire or shall have acquired any Unit/Flat or self contained area and/or space and/or car-parking space, shops etc. in the New Building and for all unsold Unit and/or Units shall mean the Owners and the Developer as per their respective allocations.

xxv. UNDIVIDED SHARE: Shall mean the undivided, proportionate, and impartible part or share in the said land attributable to either party's allocation as in the context would become applicable.

2. INTERPRETATION: In this Agreement, save and except as otherwise expressly provided.

i) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties as required and the verb shall be read and construed as agreeing with the required word and pronoun.

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ii) The division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.

iii) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.

iv) All references to section numbers refer to the sections of this agreementand all references to Schedules refer to the Schedules hereunder written.

v) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular article of section thereof.

vi) Any reference to any act of Parliament or State Legislature in India whether general or specific shall include any modification, extension or enactment of it.

3.1 The Owners have represented and warranted to the Developer as follows :-

a) The Owners are seized and possessed of the said premises, free from all encumbrances, charges, encroachments, litigations, trusts, liens, lispendens, attachments, acquisitions, requisitions and liabilities and no person other than the Owners herein have any right, title and/or interest, of any nature whatsoever in the said premises or any part thereof.

b) The Owners shall neither nor permit any one to do any act, deed, matter or thing which may affect the Development, construction and marketability of the proposed New Building or which may cause charge, encroachments, litigations, trust, liens,lispendens, attachments and liabilities on the said Owners' Property/Premises or on the proposed new building.

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c) The Owners have not entered into any other Agreement for Development, Sale or Transfer or lease etc, in respect of their said property/premises or any part thereof.

d) The Owners' premises or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said Owners' premises is not attached under any Decree or Order of any Court of Law or for dues of revenue or any other Public Demand.

e) The said Owners premises is not occupied by tenants and unauthorized occupants.

f) Nosuit and/or any other proceedings and/or litigations are pending against the Owners or the said premises or any part thereof and that the said premises is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners or their predecessors-in-interest or title or in respect whereof the Owners are liable to indemnify any person and as far as the Owners are aware, there are no facts likely to give rise to any such proceedings.

g) The Owners have not done and shall neither do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement.

h) The Owners shall hand over the existing premises to the Developer or its agent or security personnel simultaneously with the execution and registration of this Agreement or on such mutually agreed date so as to enable the Developer to take steps for proceeding with the development work at the Owners' Property/premises.

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4. DEVELOPER'S REPRESENTATION: The Developer has represented and warranted to the Owners that the Developer is carrying on the business of construction and development of real estate and has sufficient infrastructure and expertise in this field and has the required funds or finance.

5. COMMENCEMENT:

5.1 This Agreement commences and shall be deemed to have come into force on and with effect from the date of execution and registration hereof and this Agreement shall remain valid and in force till all the obligations of the parties towards each other stands fulfilled and performed or till this agreement is terminated by either of the parties hereto, if, or at all.

6. POSSESSION:

6.1 The Developer shall be entitled to be in permissive Possession of the said Premises upon the receipt of the sanctioned Building Plan or the modified Building Plan and shall be entitled to retain such permissive possession during the subsistence of this Agreement and till the completion of the Project.

7. STEPS FOR DEVELOPMENT OF THE SAID PREMISES BY CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDING:

7.1 The Parties have mutually decided the scope of the project, that is, the development of the said premises by construction of the New Building thereon in accordance with the sanctioned building plan and/or modified/revised plan for the purpose of commercial exploitation of the new building. The Developer shall at its sole discretion, costs and expenses construct or cause to be constructed the New Building at the Owners' Property/Premises.

7.2 The parties hereby accept the Agreement and Understanding between them as recorded herein and all other terms and conditions mentioned in this

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Agreement. The Owners shall sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for construction as and when required by the Developer without any objection of whatsoever nature and within 7 days from the date of the request being made to the Owners.

7.3 By virtue of the rights hereby granted the Developer is irrevocably authorized to build upon and exploit commercially the said premises by 1) demolishing the existing structure thereat, 2) constructing the New Building and 3) dealing with its allocation in the New Building with corresponding undivided proportionate share in the said land.

7.4 Upon construction and/or development of the new building, the saleable spaces therein and all other spaces shall be shared between the parties in the manner and on the terms and conditions recorded in this Agreement. The Developer is entitled to adjust the total Adjustable Advance of Rs.7,00,000/- (Rupees Seven Lakhs) only, in full from the total F.A.R. share of constructed areas of the Owners at the time of handing over delivery of vacant possession of the assured areas and / or spaces in the newly constructed building/s pertaining to the Owners' as per their Allocation in the Project. The adjusted areas to be deducted from the Owners' Allocation in the Project shall be calculated @ Rs.2,500/- (Rupees Two Thousand Five Hundred) only.

8. SANCTION AND CONSTRUCTION:

8.1 The Developer shall at its own costs and expenses have the Building Plan sanctioned for the New Building, revised or modified as may be advised by the Architect and approved by the Owners, if found necessary or expedient by the Developer. The Developer shall at its own costs and expenses have the revised plan sanctioned by the Budge Budge Municipality and/or any other competent authority and shall make its best endeavor to have it sanctioned at the earliest.

8.2 All permissions, approvals, no objections and other requisites for such sanction and construction of the New Building shall be obtained by the Developer at its costs and expenses in the name of the Owners.

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8.3 The parties would comply with the provisions of Real Estate (Regulation and Development) Act, 2016 as the case may be, as and when the same comes into force.

8.4 The Owners shall bear and discharge the dues and liability, if there be any of the Budge Budge Municipality or CESC Ltd. or WBSEDCL in respect of the said Owners' premises till the date of execution of this agreement.

8.5 The Owners shall however, sign and execute all lawful papers, deeds, documents, plans, declarations, affidavits and other documentations whatsoever required for such Building Plan or revised sanction plan and construction relating exclusively to the development of the property/premises as and when required by the Developer without any objection of whatsoever nature and within the 15th day of such request being made and the documents being made available to the Owners.

8.6 Upon demolition of the existing structures on the said premises by the Developer at its own costs and expenses the sale proceeds of the debris shall belong to the Developer only.

8.7 The Owners shall be entitled to take away without any cost all the furniture, fixtures and fittings etc. of the existing building prior to the demolition thereof.

8.8 The Owners hereby authorize the Developer to appoint Architect and other consultants to complete the New Building. All costs, charges and expenses for pre or post sanction of the Building plan in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.

8.9 The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except as agreed hereunder) on the Owners, construct, erect and complete the New Building pursuant to the plan or the Revised Plan to be sanctioned by the sanctioning authorities and as per the specifications mentioned in the SCHEDULE hereunder written and/or as may be

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recommended by the Architect from time to time (collectively specifications). The decision of the Architect regarding all aspects of construction including the quality of materials shall be final and binding on the parties.

8.10 The Developer shall start the demolition work, that is, commencement of work of the new building at the site within 15 (Fifteen) days from the date of receiving the final sanction of plans or revised plan and other approvals from the Municipal and other Government Authorities which are required for commencement of the construction of the proposed New Building and/or obtaining vacant possession of the existing building from the Owners thereof including the surrender of the installed electric meter/s in the name of the Owner/s (if any) by the Owners to CESC or WBSEDCL, whichever is later, and the Developer shall construct, erect and complete the new building within a period of 24 (Twenty Four) months from the date of sanction of the Building Plan or Revised Building Plan from the Budge Budge Municipality and/or from the date of obtaining vacant possession of the existing building from the Owners thereof including the surrender of the installed electric meter/s in the name of the Owner/s (if any) by the Owners to CESC or WBSEDCL, whichever is later with a grace period of 6(Six) months subject to Force Majeure causes. However, the duration taken to demolish the existing structures at the Owners' premises/property shall be excluded while calculating the period of 24 (Twenty Four) months within which period the construction, erection and completion of the new building shall be completed. In the event of failure of the Developer to complete the construction even beyond the extended period the Developer shall be liable and/or responsible to pay to the Owners monetary compensation of Rs. 10,000/- (Rupees Ten Thousand) only, per month, for each month of delay till the Owner's Allocation in the Project is handed over to the Owners complete and habitable in all respects in terms hereof.

8.11 The Developer shall not handover or part with possession of the Developer's Allocation till such time the Owners' Allocation in the Project is handed over to the Owners in terms hereof.

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8.12 The Developer shall, at its own costs, install and erect in the New Building, pump, lift, underground water reservoir, overhead water tank, water and sewerage connection, electric connection and all other necessary amenities, utilities and facilities as may be required.

8.13 The Developer is hereby authorised in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the new building, but in no circumstances, the Owners shall be responsible for the price/value, storage, quantity specification and quality of the building materials.

8.14 The Developer is authorised in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.

8.15 If the Developer at any time hereafter makes any change in its allocated area to the plan initially sanctioned by the Budge Budge Municipality or modified subsequently, it would be the responsibility of the Developer to have the said modification sanctioned and to pay the costs, charges and expenses therefor.

8.16 The costs, charges and expenses for providing any additional facility and/or utility and/or upgradation of building materials at the request of the Owners in or relating to the Units belonging to the Owner's Allocation shall be borne by the Owners in full. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Units ultimately resulting in delay in the delivery of possession of the said units by the Developer to the Owners the Developer shall not be liable for any interest, damages, compensation etc.

8.17 The Parties agree that the Developer shall be entitled to thefull exploitation of the entire FAR including any additional FAR thatmay become available on the said premises and/or FAR that may be sanctioned and permitted by the sanctioning authorities for the said premises. In case any

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additional FAR being sanctioned the same will be distributed amongst and/or between the Developer and the Owners in the ratio as stated hereinbefore and defined in the Developer's and Owners' Allocations. It is further agreed that to have the said additional FAR sanctioned, all costs, charges and expenses therefor shall be borne by the Developer and also the costs and expenses for the construction thereof shall be borne and discharged by the Developer only, without creating any financial or other liability on the Owners.

9. DEPOSITS AND FINANCIALS:

9.1 The Owners or their transferee or transferees and Purchasers of the other Units in the New Building shall pay or deposit the extras and deposits as applicable for the Unit(s) to be acquired by them to the Developer.

9.2 The GST required to be paid in respect of the Owners' Allocation shall be paid by the Owners and the GST required to be paid in respect of the Developer's Allocation would be paid by the Developer and/or its nominee or nominees and the parties shall keep each other indemnified in respect thereof.

10. POWERS AND AUTHORITIES:

10.1 The Owners shall grant to the Developer a registered Development General Power of Attorney simultaneously with the execution of this Agreement, inter alia for the following:-

i) All purpose for obtaining sanction building plan or revised building plan including addition/alteration/modification thereof;

ii) For obtaining various necessary permissions and sanctions fromdifferent authorities in connection with or related to the sanction of Revised Plan and construction and completion of the development and also pursuing and following up the matter with allauthorities in this regard;

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iii) For obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lifts, etc. in the saidPremises;

iv) For executing Agreements for Sale, Lease, Deeds of Conveyance etc. in respect of saleable spaces of the Developer's Allocation under this Agreement.

10.2 While exercising powers and authorities under the Power ofAttorney to be granted by the Owners in terms hereof, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owners and /or go against the spirit of this Agreement. The said Power of Attorney shall be specific and valid for the purposes mentioned therein and shall not be revoked during the subsistence of this Agreement.

10.3 The Owners hereby agree to ratify and confirm all acts, matters, deeds and things lawfully done in the interest of the New Building to be constructed by the Developer and persons nominated by the Developer in pursuance of the rights and authorities granted as aforesaid.

11. DEALING WITH SPACES IN THE NEW BUILDING:

11.1 The Owners and the Developer have already mutually demarcated amongst themselves their respective allocation of areas and/or spaces in the said New Building to be constructed on the said premises strictly in conformity with the plan to be sanctioned or revised for the New Building, irrespective of any increase or decrease of areas.

11.2 The Developer and the Owners shall execute and register with the appropriate registering authorities, Deed/s of Conveyances for transferring their respective allocated constructed areas and other spaces in the new building as aforesaid unto and in favour of the Intending Purchaser(s) and the cost of Stamp Duty and Registration charges along with Lawyer's Fees and

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miscellaneous charges in respect thereof, shall be borne by the Intending Purchaser(s) as the case may be.

11.3 The Agreement/s for Sale or Deed/s of Conveyances pertaining to the Developer's Allocation shall be signed by the Developer so authorized by the Owners and the Owners may not be personally present in the registration Offices at the time of execution and registration of such deed/s or be made party to such agreement.

12. POST COMPLETION MAINTENANCE:

12.1 On and from the date of expiry of the period to be specified in the written notice of possession to be given by the Developer to the Owners (Possession Date) the parties shall become liable and responsible for the payments of rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was or had been taken or not.

12.2 The Parties or their respective transferee or transferees shall pay or deposit the following proportionate costs for their allocation.

a) All costs for obtaining electricity connection(s).

b) All deposits required to be made with CESC Ltd. or WBSEDCL.

c) Proportionate costs for LT connection charges, switchgear, cables and allied installations.

d) Initial A. M. C. for the lift to be installed in the New Building.

12.3 The Parties and their respective nominees/transferees shall punctually and regularly pay the rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by

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any of them as the case may be, consequent upon a default by the other or others.

12.4 Till such time the management, maintenance and administration of the New Building is not made over to the Flat Owners' Association, or any Maintenance Company, or Agency as the case may be, the Developer shall be responsible for the same or at its discretion appoint an agency or person to do the same. The Owners and the Developer hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the New Building.

12.5 The Developer or the Agency to be appointed or the person to be nominated by the Developer shall manage and maintain the common portions and services of the New Building and shall collect the costs and service charges therefor (Maintenance charge). It is clarified that the Maintenance charge shall include premium for the insurance of the New Building, tax for water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

13. COMMON RESTRICTIONS:

13.1 The New Building shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefitof all occupiers of the New Building, which shall include the following:

a) No occupant of the New Building shall use or permit to be used his/her/their space/s or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.

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b) No occupant of the New Building shall demolish or permitdemolition of any wall or other structure in his/her/their respective spaces or any portions, major or minor, without the written consent or prior permission from the Owners' Association.

c) No occupant of the New Building shall transfer or permit transfer of his/her/their spaces or any portion thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee or transferees shall remain bound by the terms and conditions of these presents and further that such transferees shall be payable in relation to the concerned space.

d) All occupants of the New Building shall abide by all laws,bye-laws, rules and regulation/s of the Government and Local Bodies 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 regulation/s.

e) All occupants of the New Building shall keep the interiorwalls, sewers, drains, pipes and other fittings and fixtures andappurtenances and floor and ceiling etc., in each of his/her/theirrespective spaces in good working condition and repair and in particular so as not to cause any damage to the New Building orany other space or accommodation therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

f) No occupant of the New Building shall do or cause or permitto be done any act or thing which may render void or voidable any insurance of the New Building or any part thereof and shall keep the other occupiers of the New Building harmless and indemnified from and against the consequences of any breach.

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g) No occupant of the New Building shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the new building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building.

h) No occupant of the New Building 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 in the compound, lobbies, landings, corridors, staircase, lift or in any other portion or portions of the New Building.

13.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition any common portions and/or for any purpose of similar nature, all occupants of the New Building shall permit theagency to be appointed as per Clause 12.5 above, with or without workman at reasonable times, to enter into and upon the concerned Space and every part thereof for the aforesaid purpose.

13.3 It is agreed between the parties that the Developer in consultation with the Owners shall frame a scheme for the management, maintenance and administration of the New Building and all occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with themanagement of the affairs of the New Building.

14. <u>OBLIGATIONS OF THE DEVELOPER</u>:

14.1 Construction and execution of the New Building shall be inconformity with the prevailing rules and bye laws of all concernedauthorities Municipality and State Government/Central Government.

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14.2 The Developer shall be responsible for planning, designingDevelopment and construction of the New Building with the help of professional bodies, experts, contractors, etc.

14.3 The Developer has assured the Owners that it shall implement the terms and conditions of this agreement strictly without any violation and shall adhere to the stipulations of time limits without default, subject to the covenant as stipulated in Clause 8.10 above.

14.4 The Developer shall construct the New Building at its own costs, expenses and responsibility. The Developer shall alone be responsible and liable to Government, Budge Budge Municipality and other authorities concerned and to the occupants/purchasers of spaces and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damage for any default or failure or breach on the part of the Developer.

14.5 All tax liabilities in relation to the development shall be paid by the Developer. All taxes as may be payable on account of allocation of the Owners' Allocation shall however be paid by the Owners after obtaining possession of the Owners' Allocation by the Owners.

14.6 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to the construction of the New Building.

14.7 The Developer shall be responsible for the construction made and any query regarding such construction raised by any authorities including the Budge Budge Municipality has to be explained by the Developer.

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15. OBLIGATIONS OF THE OWNERS:

15.1 The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the saidpremises.

15.2 The Owners undertake to act in good faith towards the Developer (and any appointed and / or designated representatives) so that the New Building can be successfully completed.

15.3 The Owners shall provide the Developer with any and alldocumentation and information relating to the said premises as may be required by the Developer from time to time.

15.4 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

15.5 The Owners hereby covenants not to cause any interference or hindrances in the construction of the new building, subject to the Developer carrying on the development work in terms hereof.

15.6 The Owners hereby covenant not to enter into any agreement, let out, grant, lease, transfer, encumber or alienate, mortgage and/or charge the said premises or any portion thereof, save in the manner as envisaged herein during the pendency of this agreement.

16. INDEMNITY:

16.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the

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New Building and those resulting from breach of this agreement by the Developer or any accident or injury or any other eventuality resulting in loss of life or property.

16.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the project including marketing thereof for any successful claim by any Third Party for any defect in title of the Owners to the said premises or any of it'srepresentations and the warranties being incorrect but not relating to any Local dispute or political interference on commencement or during the period of construction and completion of the New Building.

17. MISCELLANEOUS:

17.1 Failure or delay by either party to enforce any rights under this agreement shall not amount to an implied waiver of any suchrights.

17.2 The Developer will be entitled to seek financing of the Project(Project Finance) from a Bank/Financial Institution (Banker), such Project Finance can be secured on the strength of the security of its allocation in the said premises being developed and construction work in progress/traceable to the extent pertaining to the Developer's Allocation. The Developer shall have no right tomortgage the land in respect of the Owners' part of the premisesfor obtaining any such facility.

17.3 All benefits under the Income Tax Act for such borrowings made by the Developer would be available to the Developer and it would be entitled to claim all such benefits.

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17.4 It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to execute all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional application/s and other documents, provided that all such acts, deeds matter and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

17.5 The parties shall do all further acts, deeds, matters and things as may be necessary to give complete and meaningful effect to this Agreement.

17.6 The Owners shall not be liable for any Income Tax, Wealth Tax or any other Taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings claims, demands, costs, charges and expenses in respect of the Developer's Allocation, similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings claims, demands, costs, charges and expenses in respect of the Owner's Allocation.

17.7 The name of the Building shall be christened as "SAMARTH PRIME" as agreed and mutually decided by the Owners and the Developer.

18. DEFAULTS:

18.1 The following shall be construed as the events of default:-

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a) If the Owners fail to comply with any of their respective obligations contained herein.

b) If the Developer fails to construct, erect and complete the New Building within the time stipulated and in the manner contained herein.

c) If the Developer fails to comply with any other obligations contained herein.

18.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to complywith its obligation in default within 30 (Thirty) days and in the manner to be mentioned in the said notice.

18.3 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

18.4 If the default continues for a period of over 90 (Ninety) days after expiry of such notice, the notice of termination may be served by the aggrieved party at their/its sole discretion.

19. FORCE MAJEURE:

19.1 If either Party is delayed in, or prevented from performing any of their obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the Other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the

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performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

19.2 In the eventuality of Force Majeure circumstances the time for compliance of the obligations by either of the parties herein shall stand extended by such period from the time of commencement of Force Majeure condition to the completion thereof and 7 (Seven) days thereafter.

19.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

20. ENTIRE AGREEMENT:

20.1 This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/correspondence and agreements between the parties, oral or implied.

21. AMENDMENT/MODIFICATION:

21.1 No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the parties and expressly referring to the relevant provisions of this Agreement.

22. SPECIFIC PERFORMANCE:

22.1 In the event of there being breach by either party, the other party will have the right to seek specific performance of this agreement and also claim any loss, damage, costs and expenses caused due to such breach.

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23. ARBITRATION:

23.1 The parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively disputes), by way of negotiation. To this end, each of the parties shall use its reasonable endeavors to consult or negotiate with the Other Party in good faith and in recognizing the Parties mutual interest 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 Arbitrator jointly appointed by the parties hereto in terms of the Arbitration and Conciliation Act, 1996 and rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English.

24. NOTICE:

24.1 Any notice or other written communication given under, or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or Registered Post with Acknowledgement Due or through Speed Post service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

24.2 If sent by electronic mail or facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the electronic mail or facsimile was sent.

24.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by speed post, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of an electronic

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mail or facsimile message, that an activity or other report from the sender's electronic mail or facsimile machine can be produced in respect of the notice or other written communication showing the recipient's electronic mail or facsimile number.

THE FIRST SCHEDULE REFERRED TO ABOVE
(THE "SAID PROPERTY" SO BEING PROPOSED TO BE DEVELOPED)

ALL THAT piece and parcel of Bastu land measuring 12 Decimals more or less equivalent to 7.27 Cottahs more or less, togetherwith two storied pucca structure standing thereon, togetherwith all lights, rights, liberties, privileges, advantages, easements, benefits, amenities and facilities attached thereto or appurtenances therewith, comprised of and contained in Mouza Garhbhuktanandanpur, J.L. No. 8, R.S. No. 33, Touzi No. 353, R.S. Dag No. 392, L.R. Dag No. 518, Khatian No. 484/322, L.R. Khatian Nos. 6266, 6270, 6267, 6269, 6268, 6271, 6272, and 6273, A.D.S.R.O. Budge Budge, P.O. Budge Budge, P.S. Budge Budge, District South 24 Parganas, Kolkata – 700137, West Bengal, presently known and numbered as Municipal Premises No. 3/2, Adhar Das Road, Kolkata 700137, within the limits of Ward No. 13, of the Budge Budge Municipality, District South 24 Parganas, as delineated and demarcated in the Sketch site Map or Plan annexed hereto and bordered with the colour "RED", butted and bounded in the manner as appearing hereinafter as follows:-

ON THE NORTH : - By 27 ft. 6 inch. wide Budge Budge Station Road;

ON THE SOUTH : - By Land and House of Mr. Buddhanath Das and Mr. Modow Das;

ON THE EAST : - By 10 ft. 9 inch. wide Municipality covered drain;

ON THE WEST : - By Land and House of Mr. Pankaj Ganguly and Mr. Sanath Das;

OR HOWSOEVER OTHERWISE the aforesaid property is butted, bounded, known, numbered, called and / or distinguished.

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THE SECOND SCHEDULE REFERRED TO ABOVE:
(OWNERS' ALLOCATION AND CONSIDERATION)

A. Shall mean and include 40% of the sanctioned FAR in the Saleable Areas, spaces and/or flats/units to be situated and distributed in earmarked parts or portions of different floors i.e. of the saleable areas situated on the floor/s of the G+4 storied building, which areas shall be distributed in self contained units respectively as per the Owners' Allocation in the Project. But in the event if any additional sanction of floor/s over and above the proposed G+4 building is obtained by the Developer at its own costs and expenses then in such event the sanctioned saleable areas in the additional floor shall be shared amongst the Owners and the Developer in the ratio of 25% (Owners) and 75% (Developer).

B. The Owners shall also be entitled to an undivided, impartible, proportionate share or interest in the land underneath attributable to their allocated areas in the Project, togetherwith proportionate share or interest in all common areas, facilities and amenities in the said New Building to be constructed at Premises No. 3/2, Adhar Das Road, P.O. & P.S. Budge Budge, Kolkata – 700137, within the limits of Ward No. 13 of the Budge Budge Municipality, butted and bounded in the manner as appearing therein.

C. On or before execution and registration of these presents, the Developer has paid a total Adjustable Advance of Rs.7,00,000/- (Rupees Seven Lakhs) only, to be adjusted against the Owners' Allocation of spaces in the newly constructed Building at the Owners' property/premises, which amount the Owners herein doth hereby admit and acknowledge herein as well as by separate receipt appended herein below in the Memo of Consideration. The total Adjustable Advance of Rs.7,00,000/- (Rupees Seven Lakhs) only, is adjustable in full from the total F.A.R. share of constructed areas of the Owners at the time of handing over delivery of vacant possession of the assured areas and / or spaces in the newly constructed building/s pertaining to the Owners' as per their Allocation in the Project. The adjusted areas to be deducted from the Owners' Allocation in the Project shall be calculated @ Rs.2,500/- (Rupees Two Thousand Five Hundred) only.

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Provided however, in the event the Developer is prevented in any way in carrying out and/or completing the construction of the proposed building at the Owners' property/premises, then the Owners shall be fully liable and/or responsible to refund the full amount to the Developer along with the re-imbursement of all costs and expenses incurred in terms of these presents.

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

A. Shall mean and include the balance 60% of the Sanctioned F.A.R. (Floor Area Ratio) in the saleable commercial/residential areas and/or spaces, flats/units, shops, offices, open and covered car-parking spaces to be situated and/or distributed on different floors of the proposed newly constructed Ground Plus Four (G+4) Storied building at the Owners' First Schedule mentioned property/premises.

B. In the event the initial sanctioned is permitted to be increased by sanction of any additional floor, the Developer and the Owners shall be entitled to share amongst themselves sanctioned saleable areas and/or spaces on such additional floor in the ratio of 75% (Developer) and 25% (Owners) and all expenses to be incurred for the same including construction costs shall be exclusively borne by the Developer without askingfor any re-imbursement from the Owners.

C. The Developer shall also be entitled to undivided, impartible and proportionate share or interest in the land underneath, attributable to its allocated areas and/or spaces in the newly constructed building, togetherwith proportionate share or interest in all common areas, facilities and amenities in the newly constructed Building at Premises No. 3/2, Adhar Das Road, P.S. & P.O. Budge Budge, Kolkata – 700137, District South 24 Parganas, within the limits of Ward No. 13, of the Budge Budge Municipality, butted and bounded in the manner as appearing therein.

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THE FOURTH SCHEDULE REFERRED TO ABOVE:

COMMON AREAS: Shall mean and include corridors, hallways, stairways, internal and external passages , passage-ways, lift-shaft, lift-well, lift, lift machine room, pump room, underground water reservoir, overhead water tank, water pump and motor drive-ways, open spaces, roof or terraces, common lavatories, Generator Room, if any, Transformer, if any, Darwan's / Caretaker room, toilet, if any, Fire-Fighting systems, if any, and other facilities etc. to be provided in the new building by the Developer and required for establishment, location, enjoyment, provision, maintenance and / or management of the new building.

THE FIFTH SCHEDULE REFERRED TO ABOVE:

COMMON EXPENSES: Shall mean and include all expenses for maintenance, management, upkeep and administration of the common areas, facilities and amenities and for rendering of common services in common to theCo-transferees and all other expenses for the common purposes to be contributed, borne, paid and shared by the Co-transferees Provided however, the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance-in-Charge.

THE SIXTH SCHEDULE REFERRED TO ABOVE:
(SPECIFICATIONS)

1. RCC, Piling and Pile cap foundation as per sanction plan with cement of Nuvoco, JSW, ACC, Ultratech or similar brand and TMT bars of SRMB, TATA, Elegant, SAIL or similar brand.
2. RCC structure as per drawing and design of sanction of building plan.
3. Outside Wall – 8" Brick (1st class) with cement plastering as per specification.
4. Inside Partitions – 3"/5" brick (1st class) with cement plastering.
5. Main Doors of Flat – Wooden (Sal) frame with flush door.
6. Inside Doors of Flat – Wooden (Sal) frame with flush door.
7. Window – Standard aluminum sliding window with black or similar glass panels and integrated grill.

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8. Floor – Standard quality marble or vitrified tiles in flat and marble in stair and landing with skirting in 100mm heights. Toilet shall have 5' 0'' (5 feet) high tiles over skirting on all sides, kitchen shall have 2' 0'' (2 feet) height tiles over sink and the table top black stone.

9. Each Toilet Will Comprise Of The Following:

a) One commode with PVC flushing cistern of white colour.

b) One shower with central valve.

c) Two taps.

d) Wash basin 20'' x 16'' or corner basin of white colour.

e) Dado upto 5'-02'' height on all sides with tiles.

10. Each W.C. (If Any) Will Comprise Of The Following:

a) One commode with PVC flushing cistern of white colour.

b) One shower with central valve.

c) One tap.

d) Dado upto 5'-02'' height on all sides with tiles.

11. Electric: Entire electrical wiring will be conceal with MCB for each flat with wire of Finolex or similar brand. Electrical points in each flat: Bedrooms – 2 Nos. for light, 1 No. for fan, 1 No. A.C point only (not wiring), 1 No. plug, and 1 No. for TV, Living/Dining room – 2 Nos. for light, 1 or 2 Nos. for fan (as per size of flat), 1 No. AC point only (not wiring), 2 Nos. Amp plugs and another 1 No. plug for refrigerator, Kitchen – 1 No. for light, 2 Nos. plugs for water filter, chimney etc and another 2 Nos. for mixture, microwave oven etc., Toilet – 1 No. for light, and 2 Nos. plug for Geyser and exhaust, W.C. – 1 No. for light and 1 No. plug, Verandah/Balcony – 1 No. for light. Calling bell point in each flat, 1 No. light point on the top of door in the outside of each flat.

12. SANITARY & PLUMBING:

All the internal horizontal soil and waste water pipes shall be of 50mm and 100mm dia. C.I./P.V.C. pipes joint in cement mortar. All the vertical soil, vent and waste pipes shall be in 50mm to 100mm dia. C.I./P.V.C.

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Seal of the Additional District Sub-Registrar, Bindge Budge, South 24 Parganas

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pipes joint with cement mortar and exposed to walls. All the rain water pipes shall be 100mm dia. in good quality.

13. LIFT FACILITY:

Minimum 4 passengers lift facility, if required, shall be provided at the discretion of the Developer at the said building.

14. GENERATOR: If required a generator of ample KVA to be provided with 40% of cost being borne by the Flat Owners of the Owners' Allocation and 60% from the Flat Owners of the Developer's Allocation.

15. INTERNAL FINISHING TO WALLS:

a) All internal walls, ceilings, rooms, verandah, kitchen, dining-cum-living and toilets shall be finished with plaster of paris and / or putty.

b) Outside walls will be painted by paint Asian / ICI or similar brand.

16. Vacant land around building /buildings will be finished by P.C.C. dhalai and/or decorated tiles.

17. Top roof of building / buildings will be finished by water protected treatment (jalchhathh) or tiles or mosaic.

18. Boundary wall will be of 6 ft. height around the premises with sufficient designated gates for entry and exit of cars as per requirement.

19. Under-ground water reservoir for storage of water shall be provided.

20. Overhead reservoir(s) above the stair room shall be provided.

21. Any other construction / design / facilities for betterment of common areas of compound.

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IN WITNESS WHEREOF, the parties hereto, have hereunto, set and subscribed their respective signatures on these presents, the day month and year first above written.

SIGNED, SEALED AND DELIVERED
By the within-named "**OWNERS**"
in the presence of :-

1. Sunil Kumar Ghosh.
20, Dr. S. N. Ghosh Road.
Budge Budge Kol-137

2. Sk Sahir Ahmed
112, R.L. Ghosh Road
Budge Budge
Kol-137

1) Arun Kumar Chakraborty.

2) Anup Chakraborty
L.T.I. of Anup Kumar Chakraborty
Read over and explained by me
in Bangali language.
Anup Chakraborty

3)

4) [illegible]

4A) Adip Chakraborty.

4B) Sandeep Chakraborty

OWNERS

SIGNED, SEALED AND DELIVERED
By the within-named "**DEVELOPER**"
in the presence of :-

1. Sunil Kumar Ghosh.

2. Sk Sahir Ahmed

BRIJSHYAM INFRATECH PVT. LTD.
Director

DEVELOPER

Drafted by me:
Sk Sahir Ahmed
Sk. Sahir Ahmed – F/579/2015
Advocate, Alipore Judges Court.

Typed by me:
Sk. Sanwajuddin
Sk. Sanwajuddin
Budge Budge, Kolkata – 700 137.

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MONEY RECEIPT

RECEIVED of and from the within-named "**DEVELOPER**", the within mentioned sum of Rs. 7,00,000/- (Rupees Seven Lakhs) only, as and by way of payment towards Interest Free Adjustable Amount as per the terms of these presents, as per Memo below:-

MEMORANDUM

1. Vide Bank Transfer UTR No. SBIN222266831853, dated 23.09.2022 from State Bank of India, Budge Budge Branch, favoring "ARUP CHAKRABORTY", A/C No.034293700000101; IFSC:YESB0000342, With YES Bank Ltd., amounting to Rs. 1,000/-

2. Vide Bank Transfer UTR No. SBINR12022092305904340, dated 23.09.2022 from State Bank of India, Budge Budge Branch, favoring "ARUP CHAKRABORTY", A/C No.034293700000101; IFSC:YESB0000342, With YES Bank Ltd., amounting to Rs. 6,99,000/-

Total..... Rs. 7,00,000/-

(RUPEES SEVEN LAKHS) ONLY.

WITNESSES:-

1. Sunil Kumar Ghosh

2. SK Sohit Ahmed

1) Arun Kumar Chakraborty

2) Arup Chakraborty

L.T.I. of Anup Kumar Chakraborty Read over and explained by me in Bengali language.

3) Arup Chakraborty

4) [illegible]

4A) Adip Chakraborty

4B) Sandeep Chakraborty

OWNERS

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Budge Budge, South 24 Parganas

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GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that We, (1) SRI ARUN KUMAR CHAKRABORTY, having PAN: AISPC1563A, Aadhaar Number: 2946 3332 7519 and Mobile Number: 6291142470, son of Late Jatindra Nath Chakraborty, by faith Hindu, by occupation Retired, by Nationality Indian, residing at Premises No. 3/2, Adhar Das Road, P.O. and P.S. Budge Budge, Kolkata – 700137, District – South 24 Parganas, West Bengal, (2) SRI ARUP CHAKRABORTY, having PAN: ACJPC5050H, Aadhaar Number: 4003 4206 2432 and Mobile Number: 9474978211, son of Late Jatindra Nath Chakraborty, by faith Hindu, by occupation Retired, by Nationality Indian, residing at Premises No. B, 2/207, Kalyani, P.O. and P.S. Kalyani, Pin Code – 741235, District Nadia, West Bengal, (3) SRI ANUP KUMAR CHAKRABORTY, having PAN: AGVPC6660K, Aadhaar Number: 8614 9172 7880 and Mobile Number: 9831259003, son of Late Jatindra Nath Chakrabirty, by faith Hindu, by occupation Retired, by Nationality Indian, residing at Premises No. 3/2, Adhar Das Road, P.O. and P.S. Budge Budge, Kolkata – 700137, District – South 24 Parganas, West Bengal, (4) SMT. SANDHYA CHAKRABORTY, having PAN: CNWPC6438H, Aadhaar Number: 7093 4867 6844 and Mobile Number: 9051824600, wife of Late Amal Chakraborty, by faith Hindu, by occupation Homemaker, by Nationality Indian, residing at Premises No. 53/13, R.N.G. Road, Goalpark, P.O. Dum Dum, P.S. Dum Dum, South Dum Dum, Kolkata – 700028, District North 24 Parganas, West Bengal, (4A) SRI ADIP CHAKRABORTY, having PAN: ADXPC3524F, Aadhaar Number: 8874 2185 3718 and Mobile Number: 9903197214, son of Late Amal Chakraborty, by faith Hindu, by occupation Service, by Nationality Indian, residing at "Kamalalaya", 3rd Floor, Flat No. 6, Premises No. 58, Debinibas Road, P.O. Motijheel, P.S. Dum Dum, Nagerbazar, South Dum Dum, Motijheel, Kolkata – 700074, District – North 24 Parganas, West Bengal and (4B) SRI SANDEEP CHAKRABORTY, having PAN: AEPPC9427E, Aadhaar Number: 8108 8397 6238 and Mobile Number: 8050249450, son of Late Amal Chakraborty, by faith Hindu, by occupation Service, by Nationality Indian, residing at Premises No. 61, 3rd Main, SBM Colony, Anand Nagara,

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P.O. & P.S. R T Nagar, Bangalore (North), Karnataka – 560024, jointly referred to as the OWNERS/PRINICIPALS, SEND GREETINGS.

WHEREAS the PRINCIPALS abovenamed have inherited and / or acquired from their predecessors-in-interest as well as their Co-sharers, ALL THAT the piece and parcel of Bastu Land measuring 12 Decimals more or less, equivalent to 7.27 Cottahs more or less, togetherwith two storied pucca building standing on a part or portion thereof, togetherwith all lights, rights, liberties, easements, privileges, advantages, benefits, amenities and facilities attached thereto or appurtenant therewith, comprised of and contained in Municipal Holding No.3/2, Adhar Das Road, Kolkata 700137,in Mouza Garhbhuktanandanpur, J.L. No. 8, R.S. No. 33, Touzi No. 353, R.S. Dag No. 392, L.R. Dag No. 518, Khatian No. 484/322, L.R. Khatian Nos. 6266, 6270, 6267, 6269, 6268, 6271, 6272, and 6273, A.D.S.R.O. Budge Budge, P.O. Budge Budge, P.S. Budge Budge, District South 24 Parganas, Kolkata – 700137, West Bengal, within the limits of Ward No. 13 of the Budge Budge Municipality butted and bounded in the manner as appearing therein.

AND WHEREAES the aforesaid SRI. ARUN KUMAR CHAKRABORTY, SRI. ARUP CHAKRABORTY, SRI. ANUP KUMAR CHAKRABORTY, SMT. SANDHYA CHAKRABORTY, SRI. ADIP CHAKRABORTY and SRI. SANDEEP CHAKRABORTY now are jointly, seized and possessed of and/or otherwise well and sufficiently entitled to as joint Owners of ALL THAT the piece and parcel of demarcated Bastu Land aggregating to an area of 12 Decimals more or less, togetherwith two storied pucca structure standing on a part or portion thereof, comprised of and contained in Municipal Holding No.3/2, Adhar Das Road, Kolkata 700137,in Mouza Garhbhuktanandanpur, J.L. No. 8, R.S. No. 33, Touzi No. 353, R.S. Dag No. 392, L.R. Dag No. 518, Khatian No. 484/322, L.R. Khatian Nos. 6266, 6270, 6267, 6269, 6268, 6271, 6272, and 6273, A.D.S.R.O. Budge Budge, P.O. Budge Budge, P.S. Budge Budge, District South 24 Parganas, Kolkata – 700137, West Bengal, within the limits of Ward No. 13 of the Budge Budge Municipality butted and bounded in the manner as appearing therein.

AND WHEREAS with a view to commercially exploit their demarcated property measuring 12 Decimals more or less equivalent to 7.27 Cottahs more

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Additional District Sub-Registrar
Bodge Budge, South 24 Parganas

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or less of Bastu land, the description of which, as more fully particularly mentioned and described in the "SCHEDULE" hereunder written, butted and bounded in the manner as appearing therein, by construction of multistoried building/buildings thereon, comprising and / or consisting of several self-contained flats / units, commercial areas and / or spaces, car- parking spaces etc. in terms of this Development Agreement Cum General Power of Attorney executed by and between the PRINCIPALS herein, also referred to as the OWNERS herein, and **BRIJSHYAM INFRATECH PRIVATE LIMITED**, having PAN: AAJCB2405J, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at Premises No. 1/A, A.M. Ghosh Road, Budge Budge, P.O. & P.S. Budge Budge, Kolkata – 700137, District 24 Parganas (South), West Bengal, duly represented by one of its Directors; MR. ABHISEK SHAW, having PAN: BZPPS3205N, Aadhaar No. 4507 3244 8617 and Mobile No.: 9831259331, son of Sri. Uma Shankar Shaw, by faith Hindu, by occupation Business, by Nationality Indian, residing at Premises No. 1/A, A.M. Ghosh Road, Budge Budge, P.O. & P.S. Budge Budge, Kolkata – 700137, District 24 Parganas (South), by which, inter-alia amongst others, we have appointed the aforesaid Company, duly represented by its Director, Mr. Abhisek Shaw, as the Developer and have entrusted and authorised it to commence, construct and complete the proposed multistoried building/buildings as per Plan/s to be sanctioned by Budge Budge Municipality and/or the concerned authorities, upon demolition of the existing structures thereat, on the terms and conditions contained herein, agreeing to execute and register a proper and detailed Development Agreement Cum Development General Power of Attorney in favour of **BRIJSHYAM INFRATECH PRIVATE LIMITED**.

NOW KNOW YE ALL MEN BY THESE PRESENTS THAT WE, (1) SRI. ARUN KUMAR CHAKRABORTY, having PAN: AISPC1563A, Aadhaar Number: 2946 3332 7519 and Mobile Number: 6291142470, son of Late Jatindra Nath Chakraborty, by faith Hindu, by occupation Retired, by Nationality Indian, residing at Premises No. 3/2, Adhar Das Road, P.O. and P.S. Budge Budge, Kolkata – 700137, District – South 24 Parganas, West Bengal,

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Budge Budge, South 24 Parganas

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(2) SRI. ARUP CHAKRABORTY, having PAN: ACJPC5050H, Aadhaar Number: 4003 4206 2432 and Mobile Number: 9474978211, son of Late Jatindra Nath Chakraborty, by faith Hindu, by occupation Retired, by Nationality Indian, residing at Premises No. B, 2/207, Kalyani, P.O. and P.S. Kalyani, Pin Code – 741235, District Nadia, West Bengal, (3) SRI. ANUP KUMAR CHAKRABORTY, having PAN: AGVPC6660K, Aadhaar Number: 8614 9172 7880 and Mobile Number: 9831259003, son of Late Jatindra Nath Chakrabirty, by faith Hindu, by occupation Retired, by Nationality Indian, residing at Premises No. 3/2, Adhar Das Road, P.O. and P.S. Budge Budge, Kolkata – 700137, District – South 24 Parganas, West Bengal, (4) SMT. SANDHYA CHAKRABORTY, having PAN: CNWPC6438H, Aadhaar Number: 7093 4867 6844 and Mobile Number: 9051824600, wife of Late Amal Chakraborty, by faith Hindu, by occupation Homemaker, by Nationality Indian, residing at Premises No. 53/13, R.N.G. Road, Goalpark, P.O. Dum Dum, P.S. Dum Dum, South Dum Dum, Kolkata – 700028, District North 24 Parganas, West Bengal, (4A) SRI. ADIP CHAKRABORTY, having PAN: ADXPC3524F, Aadhaar Number: 8874 2185 3718 and Mobile Number: 9903197214, son of Late Amal Chakraborty, by faith Hindu, by occupation Service, by Nationality Indian, residing at "Kamalalaya", 3rd Floor, Flat No. 6, Premises No. 58, Debinibas Road, P.O. Motijheel, P.S. Dum Dum, Nagerbazar, South Dum Dum, Motijheel, Kolkata – 700074, District – North 24 Parganas, West Bengal and (4B) SRI SANDEEP CHAKRABORTY, having PAN: AEPPC9427E, Aadhaar Number: 8108 8397 6238 and Mobile Number: 8050249450, son of Late Amal Chakraborty, by faith Hindu, by occupation Service, by Nationality Indian, residing at Premises No. 61, 3rd Main, SBM Colony, Anand Nagara, P.O. & P.S. R T Nagar, Bangalore (North), Karnataka – 560024, do hereby jointly nominate, appoint and constitute MR. ABHISEK SHAW, having PAN: BZPPS3205N, Aadhaar No. 4507 3244 8617 and Mobile No.: 9831259331, son of Sri. Uma Shankar Shaw, by faith Hindu, by occupation Business, by Nationality Indian, residing at Premises No. 1/A, A.M. Ghosh Road, P.S. Budge Budge, Kolkata 700137, District 24 Parganas (South), one of the Directors of BRIJSHYAM INFRATECH PRIVATE LIMITED,

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Budge Budge, South 24 Parganas

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a Private Limited Company having its registered office at Premises No. 1/A, A.M. Ghosh Road, Budge Budge, P.O. & P.S. Budge Budge, Kolkata – 700137, District 24 Parganas (South), as our TRUE AND LAWFUL ATTORNEY, for us, in our names and on our behalf, to do, perform, act, execute and exercise all or any of the following acts, deeds, matters and / or things hereinbelow mentioned, that is to say:-

1. To sign, execute, cancel, alter, draw, approve all papers, plans, documents, declarations, affidavits, applications, returns, confirmations and consents as may in any way be required to be so done or cause to be done, for and in connection with the said property/premises.

2. To appear and represent us before all authorities including the Budge Budge Municipality and / or any other authority/s including statutory and public authorities/bodies, Police, Fire Brigade, Electricity and government department/s and / or officer/s and also all other State Executive/s, Judicial or Quasi-Judicial and other authorities and also all Courts and Tribunals for sanction or modification or amendment of the building plan/s and also for all matters relating to the Schedule mentioned property.

3. To pay all outgoings, impositions, levies, including taxes, Khajnas and other charges whatsoever payable for and on account of the Schedule mentioned property/premises or any part or portion thereof with effect from the date of obtaining vacant possession of the same till completion of construction of the proposed building and to receive all refunds in connection therewith.

4. To sign, execute and submit all papers, documents, plaints, petitions, applications, statements, affidavits, forms, undertakings, No-Objections, declarations, and plans as be required for having such plans sanctioned, modified and / or altered by the Budge Budge Municipality and also to submit and take delivery of title deed/s concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Architects and other agents for the aforesaid purpose as the said attorney shall think, fit and proper.

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Additional District Sub-Registrar
Budge Budge, South 24 Parganas

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5. To pay fees, obtain sanction and such other orders or permissions from the necessary authorities as be expedient for modification and / or alteration of plans concerning the Schedule mentioned property/premises and other documents, as may be required by the necessary authorities to that effect.

6. To appoint Architect, employees, contractors, labourers, supervisors, etc. during the time of undertaking construction of the proposed multi storied building / buildings at the Schedule mentioned property/premises.

7. To apply for quotas of cement, steel, bricks and all other building materials as may be required for the purpose of commencing and completing the proposed construction of the building / buildings at our property/premises in terms of this Development Agreement Cum General Power of Attorney.

8. To commence, prosecute, enforce, defend, answer and oppose all actions and / or other legal proceedings, including any suit or arbitration proceedings and demands touching any of the matters relating to the Schedule mentioned property/premises or any part thereof and to compromise, settle, refer to arbitration, abandon, submit to judgment in any such action or proceedings aforesaid before any Civil or Criminal Court or the Hon'ble High Court at Calcutta.

9. To sign, verify, declare and / or affirm, plaints, written statements, petitions, affidavits, applications, verifications, objections, cross objections, counter claims, application for execution, revision, review, new trial or stay or of whatsoever nature, memorandum of appeal, affirm affidavits and to do generally all other acts, deeds and things as the Said Attorney in his discretion shall think fit and proper in any proceedings or in any way connected therewith so as to defend our possession and title in the Schedule mentioned property/properties.

10. To warn off and prohibit and if necessary, proceed in due form of law against all or any trespassers in the said premises or any parts thereof and to take appropriate steps by legal actions and to abate all nuisances.

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Additional District Sub-Registrar
Budge Budge, South 24 Parganas

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11. For the purposes as aforesaid, to appoint Advocates and sign and execute Vakalatnama or any other documents, authorizing such Advocates to act and to terminate such authority and to pay fees of such Advocate/s.

12. To apply for and obtain electricity, gas, water, sewerage, drainage or any other connections of any other utilities in the said newly constructed multi-storied building/s in the said premises and also obtain the completion and other certificates/recommendations from the Budge Budge Municipality, Fire Brigade authorities, Electricity authorities and / or other public bodies or statutory authorities and for that purpose and / or to make alterations therein and to close down and / or have disconnected the same and for that to sign, execute applications, documents and plans and perform all other acts, deeds and things as may be deemed fit and proper by our said Attorney to that effect in terms of these presents.

13. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale or sale, transfer and / or leasing out the flats in the proposed building/s and to sign and execute and deliver such agreements for sale / transfer of land thereof or any other agreement for holding / delivering possession of the flat/s in the proposed building/s at the Schedule mentioned Property restricted to the Developer's Allocated portion in the newly constructed building/s in terms of these presents.

14. To cancel any agreement and forfeit any money advanced by the prospective Purchaser/s of the Developer's Allocation for reason of their committing default and / or breach and / or file suit for specific performance and to realize unrealized amount, if any, togetherwith interest and damages as the case may be and to do or cause to be done or perform all such acts, deeds, matters and things in respect of selling and / or transferring the flats, car parking spaces, commercial spaces etc. togetherwith the undivided proportionate share in the land attributable thereto and to enter into all sorts of agreements, commitments, understanding etc.

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District Sub-Registrar
Sonarpur, South 24 Parganas

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15. To sign and execute and deliver Deed/s of Conveyance or Sale, Supplementary Deeds and all other instruments of transfer/s, undertaking/s, declaration/s, confirmation/s and to present the same whether executed by us or by our said attorney and to admit the execution thereof and present for registration before the Registrar of Assurances, Kolkata or any other District Sub Registrar or Addl. District Sub Registrar having jurisdiction concerning the said premises or before any Notary Public in respect of the flats, car parking spaces, commercial areas, etc. togetherwith the undivided proportionate share or interest in the land relating only to the Developer's earmarked allocated spaces in the newly constructed building/s.

16. To apply for and obtain cleaners certificate, if required, from the West Bengal Pollution Control Board for sanctioned of plan the schedule mentioned property/premises.

17. To enter upon the schedule mentioned property/premises, with new materials, machineries etc. as may be required for the purpose of development work and erect the new building as per the building plan sanctioned or modified subsequently.

18. To apply for and obtain sanction of new building plan/s or revised/modified building plan/s from the Budge Budge Municipality in respect of the schedule mentioned property/premises and to further apply for and obtain any modification or alteration thereto, from time to time and at all times hereinafter in terms of these presents at its own costs and expenses.

19. To make deposits with the planning authorities and other authorities for the purpose of carrying on the development work and construction of the new building on the said schedule mentioned property/premises and to give valid and effectual receipts and to discharges for the same.

20. To apply for and obtain necessary permissions, approvals, sanctioned, connections, licenses, no-objections, clearances, etc. from any statutory authority or authorities or Public or Local bodies, Municipality as the case may

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Sub-Registrar, Budge Budge, South 24

Additional District Sub-Registrar
Budge Budge, South 24 Parganas

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be and/or formed expedients for the purpose of commencement and completion of the development work at the owners schedule mentioned property/premises including Fire-Brigade, Police, Environmental Department, Authorized Officer, under the West Bengal building (Resonation of promotion of constructions and transfer by promoters) Act, 1993, other competent authorities and all other statutory and licensing authorities as and whenever required in connection with obtaining approvals, permissions, clearance, modifications, amendments and/or alteration of plans in connection with the proposed multistoried building to be constructed at the owners schedule mentioned property/premises.

21. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the plans to any authority or authorities.

22. To obtain delivery of the sanctioned plan or revised/modified plan and the completion certificate of the building from Budge Budge Municipality, or any other authority or authorities.

23. To deliver possession and / or make over the portions and issue letter of possession and to do and perform all and everything that shall be necessary for completing the sale of the Developer's Allocation and to receive all moneys, advances and also the balance of the purchase amount from the Purchaser/s and grant proper receipts in respect of the amounts to be received on sale and disposal of portions, etc. and / or otherwise in connection with the flats/ apartments/ spaces/ portions/ car parking spaces, commercial spaces, etc. in the said newly building / buildings in terms of this Development Agreement Cum General Power of Attorney.

24. To sign declare and/or affirm any Plaint, Written Statement, Petition, Affidavit, verification, Vakalatnama, Warrant or Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected with the said premises or Part thereof.

25. To deposit and withdraw fees, documents and moneys in and from any Court or Courts and/or any other person or authority and give valid receipts and discharge thereof.

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Additional District Sub-Registrar
Bonge Budge, South 24 Parganas

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26. To insure the New Building and fittings and fixture and fixtures against damage, fire, tempest, riots, civil connection, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as our Attorney ay think sufficient to protect the interest of all concerned therein.

27. To accept any service of writ of summons or other legal process and to appear in any Court or Authority as our Attorney deems appropriate and to commence any action or legal proceeding in any Court or before any authority and to prosecute, discontinue or become non suited and to settle, compromise or refer any dispute to arbitration as our Attorney may think fir and proper and for such purpose to appoint any solicitor, Advocate, Lawyer and pay the costs, expenses, fees and other outgoings. Further to depose in the Court of Law or authority, sign, declare and/or affirm any Plaint, Written Statement, petition, Affidavit, Verification, Vakalatnama and warrant or Attorney, Memo of Appear or any other documents or papers in any proceedings or in any way connected therewith.

28. To make, sign and submit applications and petitions, letters, and other documents to the appropriate Government (State and Central) Departments, Local Authorities or other competent or appropriate authorities or bodies for all and any licenses, permissions, consents, approvals, no objection certificate and clearance as may be required by any Central or State legislation for the time being if force, in connection with the said premises for construction of buildings and structures thereon and pay such fees, charge, deposits and gve security that may be required in respect thereof and for that purpose to give all necessary writings, Instruments, Affidavits, declarations, indemnities, undertakings, as may be required to be given to the various authorities concerned.

29. To ask for, receive and recover from all the transferees/purchaser, all considerations, charge, deposits, service charge and other charge and sums of moneys in respect of transfer of the saleable spaces to be constructed thereon, in respect of the Developer's Allocation in any manner whatsoever and also on non-payment thereof to enter upon restrain and/or take legal steps for the recovery thereof as our Attorney may think fit.

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Additional District Sub Registrar
Bangur Avenue, South 24 Parganas

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30. To enter into agreement for project finance with financial institutions/banks and/or other financing companies for obtaining interest bearing financial loans and/or advances upon keeping/pledging the Original title deeds of property/premises other than the below mentioned Schedule property/premises as security with the financial institution and/or banks as the case may be in terms of these presents.

31. Be it expressly stated that this Power of Attorney does not create, constitute or assure any kind of transfer.

AND GENERALLY to do and perform all other acts, matters, deeds, and /or things as may be found expedient and / or necessary from time to time by our said Attorney in his absolute discretion as deemed fit and proper to do so or perform for the aforesaid purposes for which no express power is conferred herein on our Attorney.

AND WE do hereby ratify and confirm and agree to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done in or about our said property/premises as contained hereinabove.

THE ATTORNEY shall exercise his rights under this power in terms of this Development Agreement Cum Development General Power of Attorney without creating any liability on the Principal of any nature whatsoever, either financial, Civil, Criminal or otherwise, further without creating any mortgage or lien over the property/premises.

SCHEDULE REFERRED TO ABOVE:

ALL THAT piece and parcel of Bastu land measuring 12 Decimals more or less equivalent to 7.27 Cottahs more or less, togetherwith two storied pucca structure standing thereon, togetherwith all lights, rights, liberties, privileges, advantages, easements, benefits, amenities and facilities attached thereto or appurtenances therewith, comprised of and contained in Mouza Garhbhuktanandanpur, J.L. No. 8, R.S. No. 33, Touzi No. 353, R.S. Dag No. 392, L.R. Dag No. 518, Khatian No. 484/322, L.R. Khatian Nos. 6266, 6270,

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Additional District Sub-Registrar
Bangar Subdivision, 24 Parganas

25 SEP 2022

6267, 6269, 6268, 6271, 6272, and 6273, A.D.S.R.O. Budge Budge, P.O. Budge Budge, P.S. Budge Budge, District South 24 Parganas, Kolkata – 700137, West Bengal, presently known and numbered as Municipal Premises No. 3/2, Adhar Das Road, Kolkata 700137, within the limits of Ward No. 13, of the Budge Budge Municipality, District South 24 Parganas, as delineated and demarcated in the Sketch site Map or Plan annexed hereto and bordered with the colour "RED", butted and bounded in the manner as appearing hereinafter as follows:-

ON THE NORTH : -	By 27 ft. 6 inch. wide Budge Budge Station Road;
ON THE SOUTH : -	By Land and House of Mr. Buddhanath Das and Mr. Modow Das;
ON THE EAST : -	By 10 ft. 9 inch. wide Municipality covered drain;
ON THE WEST : -	By Land and House of Mr. Pankaj Ganguly and Mr. Sanath Das;

OR HOWSOEVER OTHERWISE the aforesaid property is butted, bounded, known, numbered, called and / or distinguished.

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Additional District Sub-Registrar,
Budge Budge, South 24 Parganas

25 SEP 2022

IN WITNESS WHEREOF, the **PRINCIPALS** hereto, have hereunto set and subscribed their respective signatures on this Power of Attorney, this the ____ day of **September**, Two Thousand Twenty Two (2022).

SIGNED, SEALED AND DELIVERED
by the "**PRINCIPALS**"
in the presence of:-

1. Sunil Kumar Ghosh.

2. SK Sahir Ahmed

1) Arun Kumar Chakraborty.

2) Anup Chakraborty

L.T.I. of Anup Kumar Chakraborty
Read over and explained by me in Bengali language
Anup Chakraborty

3)

4)

4A) Adip Chakraborty

4B) Sandeep Chakraborty

PRINCIPALS

Accepted by me as per the
Powers and Authorities conferred upon me herein

1. Sunil Kumar Ghosh

2. SK Sahir Ahmed

BRIJSHYAM INFRATECH PVT. LTD.
Director

==========

ATTORNEY

Drafted by me:

SK Sahir Ahmed
Sk. Sahir Ahmed – F/579/2015
Advocate, Alipore Judges Court.

Typed by me:

SK Sanwajuddin
Sk. Sanwajuddin
Budge Budge, Kolkata – 700 137.

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Sub-Registrar, Budge Budge, South 24 Parganas

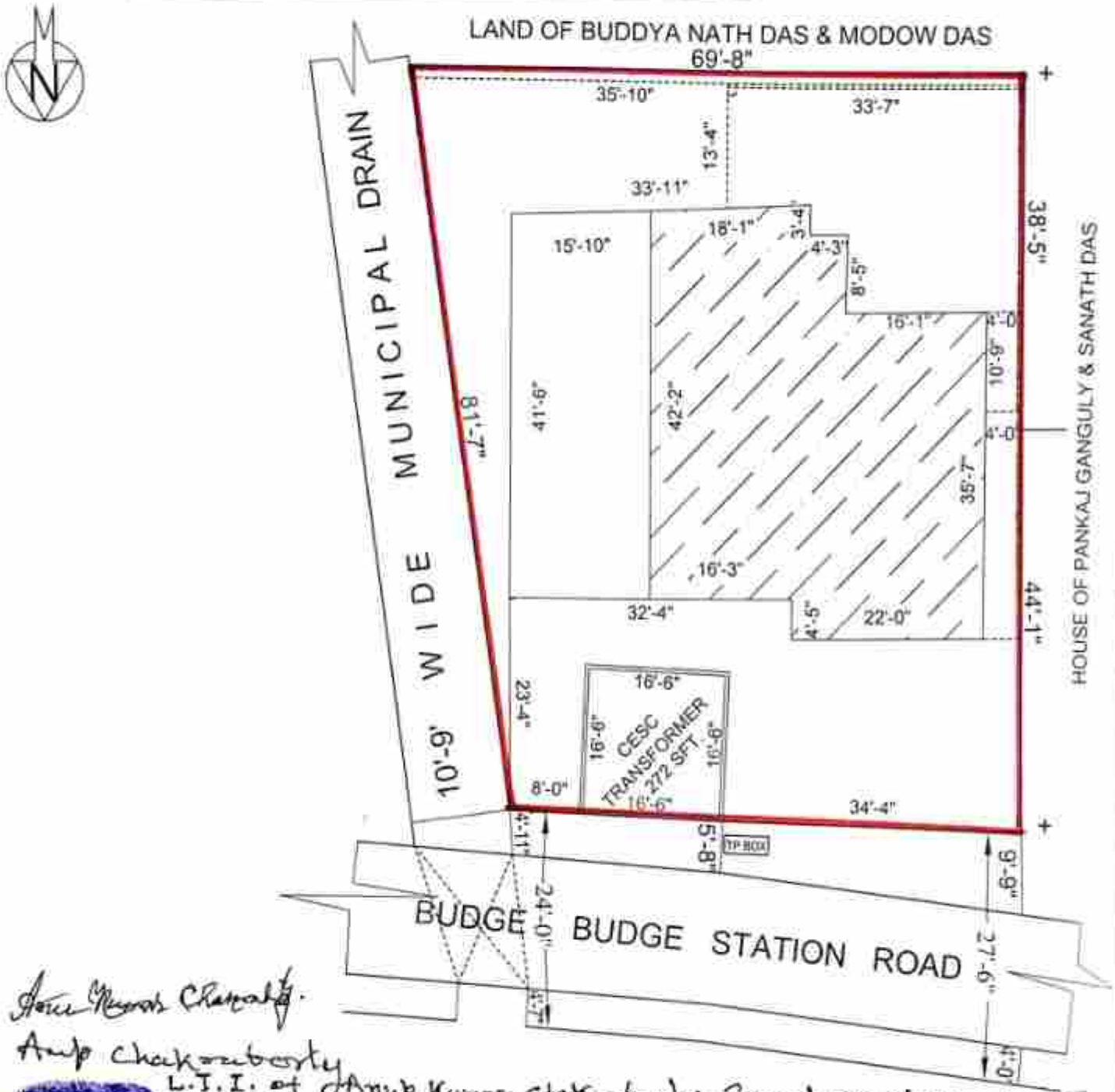
4.

Sub-Registrar
South 24 Parganas

SITE MAP OR PLAN OF LAND MARKED BY RED BORDER FOR DEVELOPMENT BY CONSTRUCTION PROPOSED MULTI STORIED BUILDING/S AT MOUZA-GARHBHUKTA NANDANPUR, J. L. NO. 8, R. S. NO. 33, TOUZI NO. 353, R. S DAG NO. 392, L. R. DAG NO. 518 UNDER R. S. KHATIAN NO. 484/322, L. R. KHATIAN NOS. 6266, 6267, 6268, 6269, 6270, 6271, 6272, 6273 HOLDING NO. 3/2, ADHAR DAS ROAD, WARD NO.13 WITHIN BUDGE BUDGE MUNICIPALITY, P. S.- BUDGE BUDGE, DIST.- SOUTH 24 PGS.KOLKATA. 700137.

AREA OF LAND - 5228 SFT. OR, 12 DEC.

SCALE - 1" = 16'-6"



Anup Kumar Chakraborty.
Anup Chakraborty
L.T.I. of Anup Kumar Chakraborty by the Pain of Anup Chakraborty

Sandeep Chakraborty

BRIJSHYAM INFRATECH PVT. LTD.
Director

ALIF CONSULTANCY
Prop:- SK ASHIF HASSAN
Land Survey,Drawing,Site Plan Etc.
Banjanheria,Budge Budge,Kolkata-137
Assam 23.09.2022

Adip Chakraborty.

SIGNATURE OF OWNER

SIGNATURE OF DEVELOPER

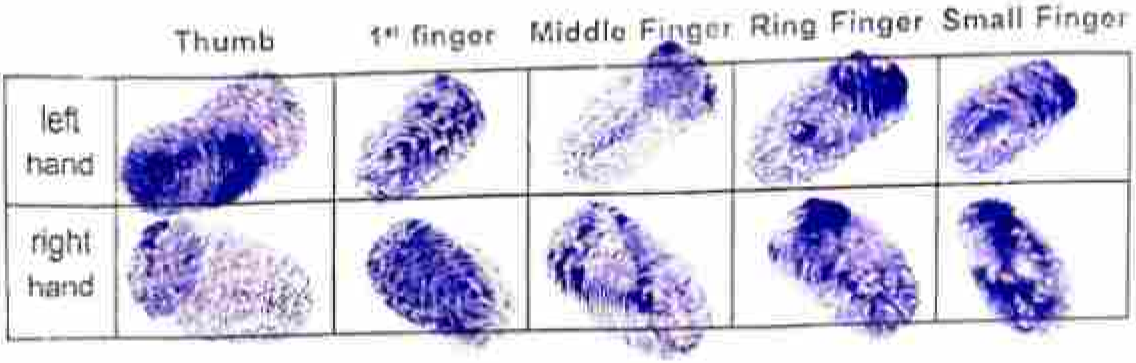
COPIED BY

1.

Additional Sub Registrar
Bodge Budge, South 24 Parganas

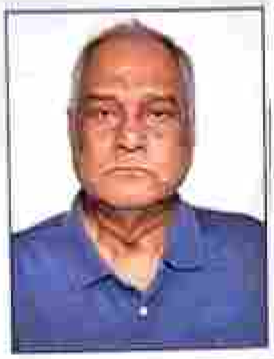
25 SEP 2022

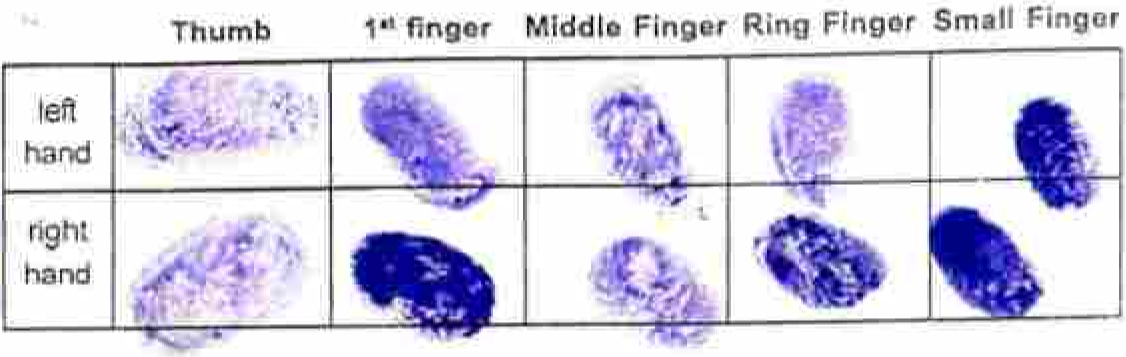
ALIF CONSULTANCY
Prop:- SK ASHIF HASSAN
Land Survey,Drawing,Site Plan Etc
Bangahara Budge Budge,Kolkata-137



Name ....

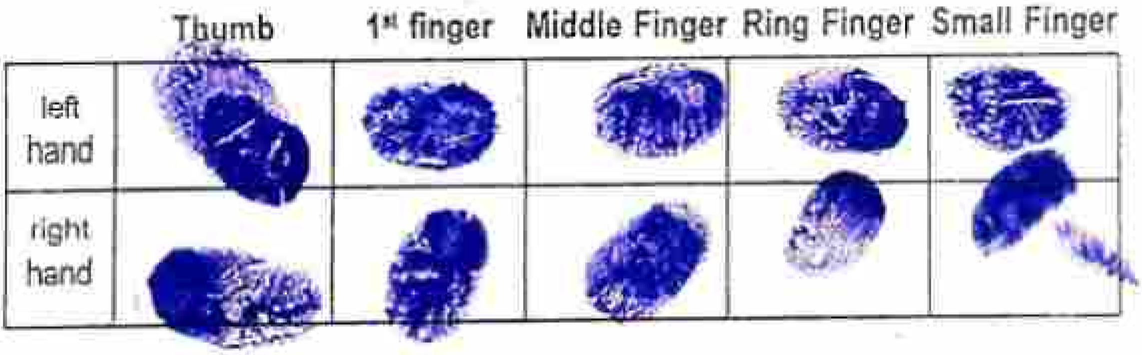
Signature





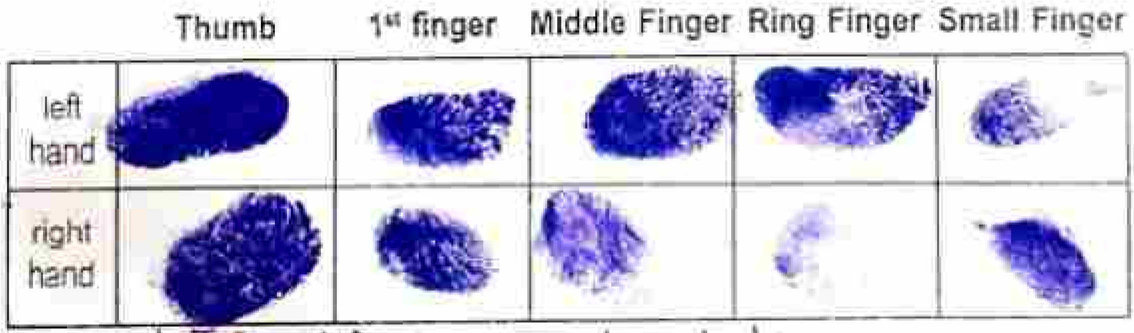
Name ....

Signature Arun Kumar Chakraborty



Name ....

Signature Anup Chakraborty



Name  L.T.I. of Anup Kumar Chakraborty by the pen of Anup Chakraborty

Signature ....

Additional District Sub-Registrar
Budge Budge, South 24 Parganas

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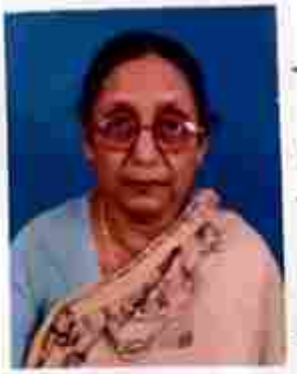


	Thumb	1st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name .....

Signature .....

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

Name .....

Signature Adip Chakraborty

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

Name .....

Signature Sandeep chakraborty

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

Name .....

Signature .....

Additional District Sub-Registrar
Budge Budge, South 24 Parganas

25 SEP 2022

Government of West Bengal

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

OFFICE OF THE A.D.S.R. BUDGE BUDGE, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16102002830924/2022

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Arun Kumar Chakraborty 3/2, Adhar Das Road, City:- , P.O:- Budge Budge, P.S:- Budge Budge, District:- South 24-Parganas, West Bengal, India, PIN:- 700137	Land Lord			Arun Kumar Chakraborty 25.09.22
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Arup Chakraborty B, 2/207, Kalyani, City:- Kalyani, P.O:- Kalyani, P.S:-Kalyani, District:- Nadia, West Bengal, India, PIN:- 741235	Land Lord		 1807	Arup Chakraborty 25.09.2022
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Anup Kumar Chakraborty 3/2, Adhar Das Road, City:- , P.O:- Budge Budge, P.S:- Budge Budge, District:- South 24-Parganas, West Bengal, India, PIN:- 700137	Land Lord		 1809	Anup Kumar Chakraborty by the Pen of Arup Chakraborty 25.09.2022

1.

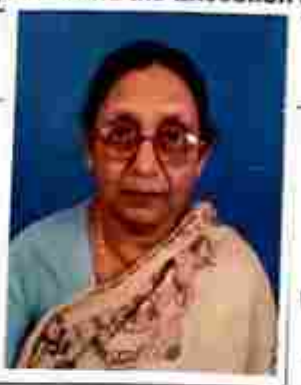
Additional Tehsildar & Ex-Officio Registrar
Budge Budge, South 24 Parganas

1.

Additional District Sub-Registrar
Baruipur, South 24 Parganas

25 SEP 2022

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Sandhya Chakraborty 53/13, R. N. G. Road, Goalpark, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028	Land Lord		 1811	25.09.2022
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
5	Adip Chakraborty Kamalaya, 3rd Floor, Flat No. 6, Premises No.58, Debinibas Road, City:- , P.O:- Motijheel, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074	Land Lord		 1813	Adip Chakraborty 25.09.2022
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6	Sandeep Chakraborty 61, 3rd Main SBM Colony, Anand Nagara, City:- , P.O:- R T Nagar, P.S:-R.T. NAGAR, District:-Bangalore, Karnataka, India, PIN:- 560024	Land Lord		 1812	Sandeep Chakraborty 25.09.2022

Assistant Sub-Registrar
Budge Budge, 24 Parganas (South)

Additional District Sub-Registrar
Budge Budge, South 24 Parganas

25 SEP 2022

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7	Shri Abhisek Shaw 1/A, A. M. Ghosh Road, City:- , P.O:- Budge Budge, P.S:-Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137	Representative of Developer [Brijshyam Infratech Private Limited]		1808	25.09.2022

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Sk. Sahir Ahmed Son of Late Sk Abdul Hannan 112, R. L. Ghosh Road, City:- , P.O:- Budge Budge, P.S:- Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137	Arun Kumar Chakraborty, Arup Chakraborty, Anup Kumar Chakraborty, Sandhya Chakraborty, Adip Chakraborty, Sandeep Chakraborty, Shri Abhisek Shaw		1814	25.09.2022

(Kallol Sengupta)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BUDGE BUDGE
South 24-Parganas, West
Bengal

Additional District Sub-Registrar
Budge Budge, South 24 Parganas

Sub-Registrar, Budge Budge, South 24 Parganas

Additional District Sub-Registrar
Budge Budge, South 24 Parganas

25 SEP 2022

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

GRN Details

GRN:	192022230128136588	**Payment Mode:**	Online Payment (SBI Epay)
GRN Date:	24/09/2022 18:59:31	**Bank/Gateway:**	SBIePay Payment Gateway
BRN :	5768533616430	**BRN Date:**	24/09/2022 19:00:45
Gateway Ref ID:	908158568	**Method:**	Axis Bank-Retail NB
Payment Status:	Successful	**Payment Ref. No:**	2002830924/11/2022 [Query No/* Query Year]

Depositor Details

Depositor's Name:	Mr SK SAHIR AHMED
Address:	BUDGE BUDGE
Mobile:	9830934283
Period From (dd/mm/yyyy):	24/09/2022
Period To (dd/mm/yyyy):	24/09/2022
Payment ID:	2002830924/11/2022
Dept Ref ID/DRN:	2002830924/11/2022

358/20

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002830924/11/2022	Property Registration- Stamp duty	0030-02-103-003-02	6071
2	2002830924/11/2022	Property Registration- Registration Fees	0030-03-104-001-16	7028
			Total	**13099**

IN WORDS: **THIRTEEN THOUSAND NINETY NINE ONLY.**

Major Information of the Deed

Deed No :	I-1610-03581/2022	Date of Registration	26/09/2022
Query No / Year	1610-2002830924/2022	Office where deed is registered	
Query Date	21/09/2022 9:37:17 AM	A.D.S.R. BUDGE BUDGE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sk Sahir Ahmed Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700137, Mobile No. : 9830934283, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 7,00,000/-]	
Set Forth value		Market Value	
		Rs. 52,42,945/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,071/- (Article:48(g))		Rs. 7,028/- (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:- Budge Budge, Municipality: BUDGE-BUDGE, Road: Adhar Das Road, Mouza: Garbhukta Nandanpur, , Ward No: 13, Holding No:3/2 Jl No: 8, Pin Code : 700137

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-518 (RS :-)	LR-6267	Bastu	Bastu	2 Dec		5,99,999/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
L2	LR-518 (RS :-)	LR-6269	Bastu	Bastu	2 Dec		5,99,999/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
L3	LR-518 (RS :-)	LR-6268	Bastu	Bastu	2 Dec		5,99,999/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
L4	LR-518 (RS :-)	LR-6271	Bastu	Bastu	0.67 Dec		2,01,000/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
L5	LR-518 (RS :-)	LR-6272	Bastu	Bastu	0.67 Dec		2,01,000/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
L6	LR-518 (RS :-)	LR-6273	Bastu	Bastu	0.66 Dec		1,98,000/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,

L7	LR-518 (RS :-)	LR-6266	Bastu	Bastu	2 Dec		5,99,999/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
L8	LR-518 (RS :-)	LR-6270	Bastu	Bastu	2 Dec		5,99,999/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
		TOTAL :			12Dec	0 /-	35,99,995 /-	
	Grand Total :				12Dec	0 /-	35,99,995 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4, L5, L6, L7, L8	2434 Sq Ft.	0/-	16,42,950/-	Structure Type: Structure
	Gr. Floor, Area of floor : 1217 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 1217 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete				
	Total :	2434 sq ft	0 /-	16,42,950 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Arun Kumar Chakraborty (Presentant)** Son of Late Jatindranath Chakraborty 3/2, Adhar Das Road, City:- , P.O:- Budge Budge, P.S:-Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: aixxxxxx3a, Aadhaar No: 29xxxxxxxx7519, Status :Individual, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence
2	**Arup Chakraborty** Son of Late Jatindranath Chakraborty B, 2/207, Kalyani, City:- Kalyani, P.O:- Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: acxxxxxx0h, Aadhaar No: 40xxxxxxxx2432, Status :Individual, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence

3	**Anup Kumar Chakraborty** Son of Late Jatindranath Chakraborty 3/2, Adhar Das Road, City:- , P.O:- Budge Budge, P.S:-Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: agxxxxxx0k, Aadhaar No: 86xxxxxxxx7880, Status :Individual, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence
4	**Sandhya Chakraborty** Wife of Late Amal Chakraborty 53/13, R. N. G. Road, Goalpark, City:- , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: cnxxxxxx8h, Aadhaar No: 70xxxxxxxx6844, Status :Individual, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence
5	**Adip Chakraborty** Son of Late Amal Chakraborty Kamalaya, 3rd Floor, Flat No. 6, Premises No.58, Debinibas Road, City:- , P.O:- Motijheel, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: adxxxxxx4f, Aadhaar No: 88xxxxxxxx3718, Status :Individual, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence
6	**Sandeep Chakraborty** Son of Late Amal Chakraborty 61, 3rd Main SBM Colony, Anand Nagara, City:- , P.O:- R T Nagar, P.S:-R.T. NAGAR, District:-Bangalore, Karnataka, India, PIN:- 560024 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: aexxxxxx7e, Aadhaar No: 81xxxxxxxx6238, Status :Individual, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/09/2022 , Admitted by: Self, Date of Admission: 25/09/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Brijshyam Infratech Private Limited** 1/a, A. M. Ghosh Road, City:- , P.O:- Budge Budge, P.S:-Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137 , PAN No.:: AAxxxxxx5J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Shri Abhisek Shaw** Son of Shri Uma Shankar Shaw 1/A, A. M. Ghosh Road, City:- , P.O:- Budge Budge, P.S:-Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: bzxxxxxx5n, Aadhaar No: 45xxxxxxxx8617 Status : Representative, Representative of : Brijshyam Infratech Private Limited (as director)

Identifier Details :

Name	Photo	Finger Print	Signature
Sk. Sahir Ahmed Son of Late Sk Abdul Hannan 112, R. L. Ghosh Road, City:- , P.O:- Budge Budge, P.S:-Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137			
Identifier Of Arun Kumar Chakraborty, Arup Chakraborty, Anup Kumar Chakraborty, Sandhya Chakraborty, Adip Chakraborty, Sandeep Chakraborty, Shri Abhisek Shaw			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Arun Kumar Chakraborty	Brijshyam Infratech Private Limited-2 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Arup Chakraborty	Brijshyam Infratech Private Limited-2 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Anup Kumar Chakraborty	Brijshyam Infratech Private Limited-2 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Sandhya Chakraborty	Brijshyam Infratech Private Limited-0.67 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Adip Chakraborty	Brijshyam Infratech Private Limited-0.67 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Sandeep Chakraborty	Brijshyam Infratech Private Limited-0.66 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Arun Kumar Chakraborty	Brijshyam Infratech Private Limited-0.5 Dec
2	Arup Chakraborty	Brijshyam Infratech Private Limited-0.5 Dec
3	Anup Kumar Chakraborty	Brijshyam Infratech Private Limited-0.5 Dec
4	Sandhya Chakraborty	Brijshyam Infratech Private Limited-0.166 Dec
5	Adip Chakraborty	Brijshyam Infratech Private Limited-0.167 Dec
6	Sandeep Chakraborty	Brijshyam Infratech Private Limited-0.167 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Arun Kumar Chakraborty	Brijshyam Infratech Private Limited-0.5 Dec
2	Arup Chakraborty	Brijshyam Infratech Private Limited-0.5 Dec
3	Anup Kumar Chakraborty	Brijshyam Infratech Private Limited-0.5 Dec
4	Sandhya Chakraborty	Brijshyam Infratech Private Limited-0.166 Dec
5	Adip Chakraborty	Brijshyam Infratech Private Limited-0.167 Dec
6	Sandeep Chakraborty	Brijshyam Infratech Private Limited-0.167 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Arun Kumar Chakraborty	Brijshyam Infratech Private Limited-405.66666700 Sq Ft
2	Arup Chakraborty	Brijshyam Infratech Private Limited-405.66666700 Sq Ft
3	Anup Kumar Chakraborty	Brijshyam Infratech Private Limited-405.66666700 Sq Ft
4	Sandhya Chakraborty	Brijshyam Infratech Private Limited-405.66666700 Sq Ft
5	Adip Chakraborty	Brijshyam Infratech Private Limited-405.66666700 Sq Ft
6	Sandeep Chakraborty	Brijshyam Infratech Private Limited-405.66666700 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Budge Budge, Municipality: BUDGE-BUDGE, Road: Adhar Das Road, Mouza: Garbhukta Nandanpur, , Ward No: 13, Holding No:3/2 Jl No: 8, Pin Code : 700137

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 518, LR Khatian No:- 6267	Owner:অরুন কুমার চক্রবর্তী, Gurdian:মৃত যতীন্দ্রনাথ চক্রবর্তী, Address:৩,২,অধর দাস রোড, বজবজ, দক্ষিণ ২৪ পরগণা,কোলকাতা ৭০০১৩৭, Classification:বাস্তু, Area:0.02000000 Acre,	Arun Kumar Chakraborty
L2	LR Plot No:- 518, LR Khatian No:- 6269	Owner:অরূপ চক্রবর্তী, Gurdian:মৃত যতীন্দ্রনাথ চক্রবর্তী, Address:৩,২,অধর দাস রোড, বজবজ, দক্ষিণ ২৪ পরগণা,কোলকাতা ৭০০১৩৭, Classification:বাস্তু, Area:0.02000000 Acre,	Arup Chakraborty
L3	LR Plot No:- 518, LR Khatian No:- 6268	Owner:অনুপ কুমার চক্রবর্তী, Gurdian:মৃত যতীন্দ্রনাথ চক্রবর্তী, Address:৩,২,অধর দাস রোড, বজবজ, দক্ষিণ ২৪ পরগণা,কোলকাতা ৭০০১৩৭, Classification:বাস্তু, Area:0.02000000 Acre,	Anup Kumar Chakraborty
L4	LR Plot No:- 518, LR Khatian No:- 6271	Owner:সন্ধ্যা চক্রবর্তী, Gurdian:মৃত অমল কুমার চক্রবর্তী, Address:৩,২,অধর দাস রোড, বজবজ, দক্ষিণ ২৪ পরগণা,কোলকাতা ৭০০১৩৭, Classification:বাস্তু,	Sandhya Chakraborty
L5	LR Plot No:- 518, LR Khatian No:- 6272	Owner:অদীপ চক্রবর্তী, Gurdian:মৃত অমল কুমার চক্রবর্তী, Address:৩,২,অধর দাস রোড, বজবজ, দক্ষিণ ২৪ পরগণা,কোলকাতা ৭০০১৩৭, Classification:বাস্তু, Area:0.01000000 Acre,	Adip Chakraborty
L6	LR Plot No:- 518, LR Khatian No:- 6273	Owner:সন্দীপ চক্রবর্তী, Gurdian:মৃত অমল কুমার চক্রবর্তী, Address:৩,২,অধর দাস রোড, বজবজ, দক্ষিণ ২৪ পরগণা,কোলকাতা ৭০০১৩৭, Classification:বাস্তু, Area:0.01000000 Acre,	Sandeep Chakraborty
L7	LR Plot No:- 518, LR Khatian No:- 6266	Owner:অমিয় রঞ্জন চক্রবর্তী, Gurdian:মৃত যতীন্দ্রনাথ চক্রবর্তী, Address:৩,২,অধর দাস রোড, বজবজ, দক্ষিণ ২৪ পরগণা,কোলকাতা ৭০০১৩৭, Classification:বাস্তু, Area:0.02000000 Acre,	Seller is not the recorded Owner as per Applicant.

L8	LR Plot No:- 518, LR Khatian No:- 6270	Owner:অজয় কুমার চক্রবর্তী, Gurdian:মৃত সতীন্দ্রনাথ চক্রবর্তী, Address:৩,২,অধর দাস রোড, বজবজ, দক্ষিণ ২৪ পরগণা,কোলকাতা ৭০০১৩৭, Classification:বাস্তু, Area:0.02000000 Acre,	Seller is not the recorded Owner as per Applicant.

On 23-09-2022

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 52,42,945/-

Kallol Sengupta
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BUDGE BUDGE
South 24-Parganas, West Bengal

On 25-09-2022

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

Presented for registration at 16:30 hrs on 25-09-2022, at the Private residence by Arun Kumar Chakraborty , one of the Executants.

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

Execution is admitted on 25/09/2022 by 1. Arun Kumar Chakraborty, Son of Late Jatindranath Chakraborty, 3/2, Adhar Das Road, P.O: Budge Budge, Thana: Budge Budge, , South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Hindu, by Profession Retired Person, 2. Arup Chakraborty, Son of Late Jatindranath Chakraborty, B, 2/207, Kalyani, P.O: Kalyani, Thana: Kalyani, , City/Town: KALYANI, Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by Profession Retired Person, 3. Anup Kumar Chakraborty, Son of Late Jatindranath Chakraborty, 3/2, Adhar Das Road, P.O: Budge Budge, Thana: Budge Budge, , South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Hindu, by Profession Retired Person, 4. Sandhya Chakraborty, Wife of Late Amal Chakraborty, 53/13, R. N. G. Road, Goalpark, P.O: Dum Dum, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession House wife, 5. Adip Chakraborty, Son of Late Amal Chakraborty, Kamalaya, 3rd Floor, Flat No. 6, Premises No.58, Debinibas Road, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession Service, 6. Sandeep Chakraborty, Son of Late Amal Chakraborty, 61, 3rd Main SBM Colony, Anand Nagara, P.O: R T Nagar, Thana: R.T. NAGAR, , Bangalore, KARNATAKA, India, PIN 560024, by caste Hindu, by Profession Service

Indetified by Sk. Sahir Ahmed, , , Son of Late Sk Abdul Hannan, 112, R. L. Ghosh Road, P.O: Budge Budge, Thana: Budge Budge, , South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Muslim, by profession Advocate

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

Execution is admitted on 25-09-2022 by Shri Abhisek Shaw, director, Brijshyam Infratech Private Limited (Private Limited Company), 1/a, A. M. Ghosh Road, City:- , P.O:- Budge Budge, P.S:-Budge Budge, District:-South 24-Parganas, West Bengal, India, PIN:- 700137

Indetified by Sk. Sahir Ahmed, , , Son of Late Sk Abdul Hannan, 112, R. L. Ghosh Road, P.O: Budge Budge, Thana: Budge Budge, , South 24-Parganas, WEST BENGAL, India, PIN - 700137, by caste Muslim, by profession Advocate

Kallol Sengupta
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BUDGE BUDGE
South 24-Parganas, West Bengal

On 26-09-2022

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7,028.00/- (B = Rs 7,000.00/- ,E = Rs 28.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 7,028/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/09/2022 7:00PM with Govt. Ref. No: 192022230128136588 on 24-09-2022, Amount Rs: 7,028/-, Bank: SBI EPay (SBIePay), Ref. No. 5768533616430 on 24-09-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,071/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 969, Amount: Rs.1,000.00/-, Date of Purchase: 23/09/2022, Vendor name: Sanat Panjal
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/09/2022 7:00PM with Govt. Ref. No: 192022230128136588 on 24-09-2022, Amount Rs: 6,071/-, Bank: SBI EPay (SBIePay), Ref. No. 5768533616430 on 24-09-2022, Head of Account 0030-02-103-003-02

Kallol Sengupta
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BUDGE BUDGE
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1610-2022, Page from 79890 to 79968

being No 161003581 for the year 2022.

Digitally signed by Kallol Sengupta
Date: 2022.09.28 11:39:10 +05:30
Reason: Digital Signing of Deed.

(Kallol Sengupta) 2022/09/28 11:39:10 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BUDGE BUDGE
West Bengal.

(This document is digitally signed.)

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DATED THIS 25 DAY OF SEPTEMBER, 2022

****

BETWEEN

1) SRI. ARUN KUMAR CHAKRABORTY
2) SRI. ARUP CHAKRABORTY
3) SRI. ANUP KUMAR CHAKRABORTY
4) SMT. SANDHYA CHAKRABORTY
4A) SRI. ADIP CHAKRABORTY
4B) SRI. SANDEEP CHAKRABORTY

.....OWNERS

-A N D-

BRIJSYAM INFRATECH PRIVATE LIMITED

.....DEVELOPER

****

DEVELOPMENT AGREEMENT
CUM
GENERAL POWER OF ATTORNEY

****

SK. SAHIR AHMED
Advocate.
Alipore Judges Court,
112 R.L. Ghosh Road,
Budge Budge, Kolkata 700137.