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*10-07-2022*

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

THIS DEVELOPEMENT AGREEMENT with POWER OF ATTORNEY is made on the *26th*... day of *July*..... 2022 (Two Thousand Twenty Two)

BETWEEN

042885

SL. NO.....DL..... 21 JUN 2022

Name- K. P. MAZUMDER (Adv)

ADD- High Court Calcutta  
Kolkata-700001

Rs.....

TANMOY KAR PURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
KOLKATA-37

*[Handwritten signature]*



7434

GANGULY EYE DEVELOPERS LLP

*[Handwritten signature]*

Designated Partner



7444

*Prasanna Chandra*



7445

DISTRICT REGISTRAR  
SOUTH JURISDICTION  
ALIPORE

26 JUL 2022

Identified by me \_\_\_\_\_

*Debabrata Mazumder*

*S/o. Late Santosh Kumar Mazumder*

*159, Garia Station Road*

*Kol- 700029*

*Sandica*

**SRI PUSHPENDU CHANDA PAN : BHUPURSHOKA**, Aadhaar No. 8081 3710 6800, son of Late Ananga Mithra Chandra, by both Hindu (by occupation) and Sanyasi (by nationality) (Business) standing of Hindu No. 50, Ganga Gardens, Halasthan Muz, P.O. Ganga, P.S. Narsindhpur, Sakate - 700062, hereinafter referred to as the **LANDOWNER PRINCIPAL**, which term of expressions shall unless excluded by or otherwise impugned to the effect of a contract be deemed to mean and shall include the heirs, successors, executors, legal representatives, administrators and assigns of the **FIRST PARTY**;

**AND**

**GANGULY EYERIA DEVELOPERS LLP, PAN : AAF1080601** a Limited Liability Partnership Firm incorporated and / or the process of the Limited Liability Partnership Act 2008, having its registered office at 151/51/1, PRINSTER, at 151, Ganga Sagar Road, P.O. - Ganga, P.S. - Narsindhpur, pin code - 700062, Kolkata - 08004, District - South 24 Parganas, and represented by its Partner **SRI AMIT GANGULY PAN : AAF10601**, son of Late Rami Chandra, by both Hindu, by occupation (Business) by nationality (India), residing at 151 Ganga Sagar Road, Post Office - Ganga, P.O. - Station - Narsindhpur - post code - 700062, Kolkata - 700062, hereinafter referred to as the **"DEVELOPER ATTORNEY"** which term of expressions shall unless excluded by or impugned to the effect of a contract be deemed and include its successors, legal representatives and assigns of the **SECOND PARTY**;

**WHEREAS** the **LANDOWNER PRINCIPAL** hereinafter the part owner and owned and possessed of **ALL THAT** land measuring an area of about 1.8 decimal be the same a little more or less (i.e. 1.1% share of total land of 21 decimal which has more or less) and situated as shown in the Part A Schedule hereinafter set out;



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**AND WHEREAS** One Annapa Motam Chandra while owning and possessing land measuring 21 decimal within Shirsar - Sector 21 Pragati, P.S. Sonapat, presently Narasapur, Motam - Bharati - Katalad 44, No. 17, 308, Dig. No. 638 & 644 under R.S. Khata No. 774, he died intestate on 03.01.1981 and thereafter upon death of his wife Anu Bai, Chandra on 02.01.1993 his property devolved upon their seven sons 1. Anandch. Motam Chandra, son deceased, 2. Sankarabai Motam Chandra, 3. Anandch. Motam Chandra, 4. Anandch. Motam Chandra, 5. Anil Chandra, 6. Sudhach. Chandra, 7. Prashant Chandra, 8. Sagar Chandra and two daughters 9. Anurupa, 10. Poojara Saha. 11. Sureshwar, as their legal heirs and successors.

**AND WHEREAS,** sons and Prashant Chandra, the First Part herein got 1.17 shares in the said land measuring 21 decimal.

**AND WHEREAS,** the said Prashant Chandra, while possessing his share in the said land measuring 21 decimal with his other co-owners, he entered into a Development Agreement with GANGLY HOME SEARCH PRIVATE LIMITED, having its registered office at 167, Ganga Station Road, P.O. Garia, P.S. Sonapat, Kolkata-700084 (hereinafter referred to as the "Home Developer" which was registered in the office of the MSR Garia and recorded in Book No. 3, CD Volume No. 2, Pages from 443 to 449, Being, Deed No. 10098 for the year 2014. They also executed a Development Project Agreement of Government and GANGLY HOME SEARCH PRIVATE LIMITED which was registered in MSR Garia and recorded in Book No. 1, CD Volume No. 1, Pages from 545 to 549 Being, Deed No. 0010 for the year 2014.

**AND WHEREAS,** said "Home Developer" GANGLY HOME SEARCH PRIVATE LIMITED also entered into separate development



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Agreement) with owners of other adjacent land and landowners of the same site as a single building bearing Survey/Separate Mutation/Title Holding No. 19 - Paschim Mahanagar, Ward no. 28, Kolkata - 700041.

**AND WHEREAS,** the said earlier Developer on behalf of all landowners of the said building obtained a sanction Plan from the Municipality bearing Sanction Plan No. 3703 as of dated 15.08.2021 of the proposed G+2 storied building project.

**AND WHEREAS,** meanwhile for smooth construction the said earlier Developer namely GANGLY HOME SERVICE PRIVATE LIMITED entered into a Partnership with EVERA CONSTRUCTIONS LLP and the Partnership named GANGLY EVERA DEVELOPERS LLP, who took over construction of the entire building project.

**AND WHEREAS** after the sanction of building Plan and after changed circumstances as above, it now it became necessary to execute a fresh Development Agreement to the present landowners in favour of the present Developer.

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

**ARTICLE 1 - DEFINITION**

In this Developer Agreement unless the contrary is apparent in the context, the following words shall have the following meaning:

- 1.1 **LANDOWNER** shall mean SRI PUSHPENDU CHANDA GUAN : BUDHCHANDRA, Card No. 8084 5719 18066, son of Late Ananta Kumar Chanda, by wife Hrusha, by reputation & vice by



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nationality (Indian) residing at House No. 81, Datta Garden, Panchsala Mani, P.O. Daria, P.S. Narendrapur, Kolkata - 700051.

- 1.2 **DEVELOPER** shall mean **GANGULY ENTERA DEVELOPERS LLP**, PAN - **AAFD0599M**, a Foreign Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnerships Act, 2008, having its registered office at **8-KALLI PREMISES**, at 172, Garia Station Road, P.O. - Garia, P.S. - Narendrapur (previously Sonagar), Kolkata - 700051 District - South 24 Parganas, and represented by its Partner **SHI AMIT GANGULY** PAN - **AAFD0599M** son of Late Babu Ganguly (y. latho) Hindu, An occupation - Business, by nationality - Indian residing at 172, Garia Station Road, Post Office - Garia, Police Station - Narendrapur (erstwhile Sonagar) Kolkata - 700051.
- 1.3 **SOLD PREMISES** shall mean 112 - share of 51.11% portion and parcel of the land total measuring an area of about 21.65 m<sup>2</sup> and area enclosed 1.90 decimal in K.S. Wharfan No. 111, B.S. Dag No. 614 & 618, Moza - Barhara, Partana, C.I. No. 47, B.S. No. 1, Camp No. 109, Hudaug, No. 96, Garia Gardens, Kolkata - 700051, Police Station - Sonagar, under Ward No. 28 of Kapatir Sonagar Municipality in the District - 24 Parganas, South, more fully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 1.4 **NEW BUILDING** shall mean the combined commercial & residential building to be constructed as per the plan sanctioned by the Kapatir Sonagar Municipality Building Department or such an variation deviation there of subject to regulation by the Municipality.



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- 1.5 **FINISH FLATS** shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said premises.
- 1.6 **COVERED AREA** shall mean the total constructed area which will exclude corridors, stairways, passage, gateway, water tanks, lobby, reservoirs, pump room, meter room, lift shaft, roof together with the walls and such other areas used for accommodating essential services to the New Building or Buildings to be constructed at the said premises.
- 1.7 **SUPER BUILD-UP AREA** shall mean the total constructed area which will include corridors, stairways, passage, gateway, walls, water tanks, lobby, reservoirs, pump room, meter room, lift shaft, roof together with the walls and such other areas used for accommodating essential services to the New Building or Buildings to be constructed at the said premises.
- 1.8 **THE PLANS** shall mean and include the plan or plans, section plans, elevations, designs, drawings and specifications of the New Building or Buildings as already sanctioned or set to be sanctioned by the Municipality, Building Department in accordance with law.
- 1.9 **LANDOWNER FIRST PART ALLOCATION** shall mean and include

**ALL THAT** piece and parcel of the residential land vide Plot No. 5A measuring 571 sq. ft. of Covered area equivalent to 771 sq. ft. Super Building Area, comprised of Two Bed Rooms, One Living dining



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space, One Kitchenette toilet and One Bathroom on the Fifth Floor, North-Western side of the proposed building, and 133 sq.m. of 2 car parking spaces along with proportionate share of plot area and within District - Sector 29 Patparganj, P.S. - Saranpuri (previously Narendaapur), Muzra - Kirti Pur, Patparganj, Dist. - NCT of Delhi, Region - Saranpuri, Mahanagar Palika No. 38, Paschim Mahanagar, Ward no. 35, Kirti Pur - 110081 together with all common areas, facilities, amenities (pertaining to) with the said building project subject to payment of cost of expenses payable by the owner occupants of the unit/units.

The **Owners' Allocations** are more fully and particularly described in the **Second Schedule** hereunder written and the Plan is shown in the **Site Map** annexed herewith as part of this Agreement delineated with RFD/10/2017 and thereon.

IT IS MENTIONED HERE that the Landowners may exchange their allotted plots between themselves before receiving the possession letter from the Developer. The Landowners will also obtain the Developer's consent. But the Developer's name and seal shall be held and responsible for above matter.

**1.10 DEVELOPER'S ALLOCATION** shall mean and include the remaining saleable area of the Plot, common areas and car parking spaces in the Building project as per the sanction of Building Plan together with the common areas including road and other facilities amenities along with undivided proportionate share of interest of the land, more fully are particularly described in the **Third Schedule** hereunder written.



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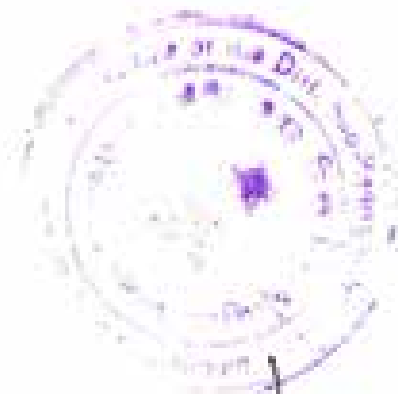
1.11 **COMMON EASEMENT** shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements, obligations and duties of like nature of the other units in the said buildings or building in or upon such unit or on part thereof, more fully and particularly described in the **FIFTH SCHEDULE** hereunder written.

1.12 **COMMON EXPENSES** shall mean the proportionate share of the costs, charges and expenses for working maintenances, up-keepment, repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the Municipal Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, buildings and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier morefully and particularly described in the **SIXTH SCHEDULE** hereunder written.

1.13 **TAX LIABILITIES.** The Landowner will also take the applicable Goods & Service Tax liability in respect of selling the flats under Landowners allocation, if applicable.

1.14 **TRANSFER:** with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer for space in a multi-storied building to purchaser thereof although the same may not amount to a transfer in law





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1.15 **TRANSFERRER** shall mean a person, persons, firm, limited liability company, association of persons or other any cause and effect in the building or buildings to be constructed at the said premises has been transferred.

1.16 **Wages** reporting singular shall not be plural and vice versa.

1.17 **Wages** reporting plural to gender shall include feminine and male; gender and vice versa.

## **ARTICLE II COMMENCEMENT**

2.1 **THIS DEVELOPERS AGREEMENT** shall be deemed to have been commenced and shall have effect from the date of this execution.

2.2 **THIS DEVELOPERS AGREEMENT** shall be treated as complementary to the earlier registered Development Agreement mentioned hereunder and if any terms between the two Agreements contradict or conflict with each other, the Terms and conditions mentioned in this Agreement shall prevail.

## **ARTICLE III**

### **LANDOWNER FIRST PART RIGHTS & REPRESENTATIONS**

3.1 The Landowner First Part is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the 111 shares of the said plot, more fully particularly described in the **FIRST SCHEDULE** hereunder written.

3.2 Except the Landowner First Part and his/her heirs and assigns or to other person or persons have any claim or interest



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and as defined above and in respect of the said premises and as set forth herein.

- 3.2) The Landowner First Part hereby consents to enter into the development Agreement.
- 3.3) The said premises is free from all encumbrances, charges, liens, liabilities, attachment, trusts, mortgages, requisitions whatsoever or howsoever.
- 3.4) There is no *Maka Tenanti* in the said premises.
- 3.5) There is no Temple, Mosque, deity or burial ground on the said premises.
- 3.6) The Landowner hereby is getting alternative accommodation arrangements from the Developer which he will be unable to get till the date of issuance of notice for taking possession of the said premises. Allocation.
- 3.7) There is no revenue vacant land at the said premises with the bearing of the West Bengal Urban Land Ceiling and Regulations Act, 1946 and subsequent Amendment thereto. The Landowner First Part will assist the Developer in case any problem faced in getting the final Sanction Certificate as per West Bengal Urban Land Ceiling and Regulations Act, 1946 and subsequent amendments thereto.

#### **ARTICLE IV**

##### **DEVELOPER'S RIGHTS**

- 4.1) The Landowner First Part hereby grants subject to what have been to be provided, an exclusive right to the Developer to



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time upon and to commercially exploit the said premises and construct the New Building or Building or the said premises in accordance with the Building plan sanctioned by the Mayor, Municipal Corporation or other authority.

- 4.2 All applications, Building plans and other papers and documents as may be required by the Developer for the purpose of obtaining further sanction/permission from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Landowner First Part and submitted by the Developer on behalf of the Landowner First Party Developer's own costs and expenses for sanction of the Building plan or regularization thereof. All costs, charges and expenses required to be paid or deposited for sanction of such plan or plans to the Rappo-Serapio Municipalities and other authorities shall be borne and met by the Developer. **PROVIDED HOWEVER** that the Developer shall be exclusively entitled to all moneys or payments and/or deposit made by the developer in connection therewith.

#### **ARTICLE - V-TITLE DEEDS**

5. That subject to proper receipt, the Landowner First Part shall convey to the Developer all Original Deed and Documents of title in respect of schedule premises and until over the possession of the said premises immediately on signing of this agreement which the Developer shall be entitled to occupy and all taxes, debts and charges in respect are done, And after formation of the Owner's association of the Building project, the Developer shall handover the same to the Owner's association.



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**ARTICLE - VI-CONSIDERATION**

- 6.1 In consideration of the Landowner First Part allowing the Developer to commercially exploit the said premises, the Developer shall allocate the Landowner First Part allocation as stated earlier in Article 4, Para 1 of this instant Agreement and, which is minutely and particularly described in the **SECOND SCHEDULE** hereunder written.

**ARTICLE -VII-PROCEDURE**

- 7.1 The Landowner First Part also will execute Registered Development Power of Attorney after a written Development Agreement in favour of the Developer for the purpose of carrying development of the project and obtaining necessary subsequent permissions and sanction (regulation completion form) from PWD/authorities in connection with the development of the said First Schedule premises and also for pursuing up the matter with the Kappal Sangha, Municipalities and other statutory authorities and to enforce any covenant in any Agreement, Sale Deed, Declaration and or License or License Agreement or any other document relating to the said premises or any part thereof except Landowner's allocation.

**ARTICLE -VIII SPACE ALLOCATION**

- 8.1 The Developer shall on completion of the New Building or Buildings, put the Landowner First Part jointly or undivided possession of the Land (space) located areas together in the Second Schedule hereunder together with indivisible rights to columns, pipes and antennas and fixtures along with all easement and quasi-easements rights within 48 (Forty Eight)



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**months** instead of 36 months from the date a vacation plan is mentioned in earlier agreement in favour of the FIRST SCHEDULE PREMISES. However, if the Developer is unable to complete the building within the set time the Landowner First Part will provide a further period of 6-8% months more as a grace period.

- 8.2** That the Developer shall be liable and responsible for completion of the proposed building and put the Landowner First Part in undisturbed possession of the Landowner's allocation together with all rights in common portions. The Landowners of total Land measuring 21 acre and after getting possession of their allocation by executing a Deed of Partition shall document the allocation and the Developer or his assignee shall be liable and responsible for any partition separation of the Landowner's allocation amongst the Landowner First Part.
- 8.3** The Developer shall subject to the provisions herein contained be exclusively entitled to the Developer's Allocation in the New Building or buildings with exclusive right to transfer or otherwise deal with in respect of the same without any right, claim or interest whatsoever of the Landowner and the Landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation subject to the delivery of the practical possession of the Landowner First Part Allocation to the Landowner First Part.
- 8.4** Similarly the Landowner First Part shall be entitled to transfer or otherwise deal with in respect of the Landowner First Part



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allocation without any interference from the Developer after getting partial vacant possession of his allocated areas from the Developer.

8.5 That the Landowner First Part shall Sell and transfer their allocated Plot to any Third Party of their choice subject to that the terms of this Agreement shall be binding upon their transferee and the terms of the Plan sheet of the Developer and the terms of the Transfer of the Landowner First Part shall not be contradictory with each other.

8.6 In case of transfer of owner's allotment as the Landowner's to any Third Party, the Purchaser/transferee shall abide by all terms and maintain all requisitions agreed by the Landowner's herein.

#### ARTICLE IX BUILDING

9.1 The Developer shall at its own costs, expenses, erect and complete the entire building or buildings in all respect of the said premises in accordance with the Building Plans with good and standard quality materials as may be specified by the Architects from time to time. However, the Developer shall be obliged at its own costs, to construct, erect and complete the portion of the Land Owner's allotment in the New Building or Buildings at the said premises with good and standard materials as specified in the **FOURTH SCHEDULE** hereunder written.

9.2 The Landowner First Part shall be entitled to inspect the work of construction of his allotment during the construction of the said proposed new building or buildings on the said premises.



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- 9.3** The quality of the materials to be used by the Developer in construction of the New Building or Buildings shall be controlled by the Architect from time to time and unless the same is restricted the Developer cannot use the said materials.
- 9.4** Subject as aforesaid the decision of the Developer regarding the quality of the materials and the speed thereof as stated in the **FOURTH SCHEDULE** hereunder shall be final and binding upon the parties hereto.
- 9.5** The Developer shall at its own costs and expenses and without creating any liability or other liability of the Landowner First Part construct and complete the said New Building or Buildings and various units and or apartments, commercial spaces thereon in accordance with the sanctioned plan or any amendment thereto or modification thereof made or cause to be made by the Developer **PROVIDED HOWEVER** no alterations, modification or deviation shall be made in the proposed construction without the consent of the Landowner First Part in writing.
- 9.6** All costs, charges and expenses (including Architect's fees) or any damage, loss caused to any life or any property owing to negligence, carelessness and or any other reasons during the construction or erection of the New Building or Buildings at the said premises shall be discharged by the Developer and the Landowner First Part shall bear no responsibility in this respect. The Developer shall be fully indemnified and hold the Landowner First Part harmless from and against any and or all losses, damages, claims, costs, charges, actions, proceedings or third party claims, damages, including but not limited to



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interests provided with respect to costs and out-of-pocket expenses including reasonable attorney's and accountant's fees and disbursements that have arisen against the Landowner First Part due to any non-compliance of relevant statutes, laws, by-laws by the Developer in the course of development of the project. Further the Developer shall be responsible and liable for payment of all dues to its workers/employees and statutory compliance of labour laws, rules and regulations as are in force or reproduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and in respect of any accidents or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on the Landowner First Part.

#### **ARTICLE 8 COMMON FACILITIES**

- 10.1** The Developer shall pay and bear all the municipal taxes, water taxes, an amount of the said taxes up to the date of delivery of possession of the Landowner First Part. Allocation as stated herein in the new building or buildings and thereafter the Developer and/or its successors or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
- 10.2** As soon as the new building or buildings are completed and Completion Certificate be obtained from the Municipality, the Developer shall give notice to the Landowner First Part along with copy of the Completion Certificate requiring the Landowner First Part to take possession of their Allocation in the building or buildings and it there be no dispute regarding



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the completion of the building in terms of this Agreement and according to the specifications as stated in **FOURTH SCHEDULE** hereunder and as per the sanction plan and the certificate of the Architect being purchased to that effect then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Landowner First Part shall be conclusively responsible for payment of a LIBR (local tax) from the date of delivery of possession notice of the said Landowner First Part (hereinafter), payable in respect of the said Landowner First Part although by the Landowner First Part.

- 10.3** As and from the date of service of notice of possession of the Landowner First Part allocation of the New Building, the Landowner First Part shall also be responsible to pay and bear and shall bear/also pay and bear to the Developer, the proportionate service charges in respect of the new building in buildings of Rs. 4 per sq ft or such other rate as may be decided by the Flat owners' Association after its formation in respect of the Landowner First Part allocation, the said charges to include proportionate share of electricity for the residence of the building (a building), water, fire and sewerage charges and taxes, light, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or building's sewer, fire and sewerage charges and taxes, light, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and



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maintenance charges and expenses for the building or buildings and of all common wiring, pipes, electrical and mechanical equipment's, switch gear, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipment's, stairways, corridors, halls, passage ways, gardens, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time more fully particularly described in **SIXTH SCHEDULE** hereunder written.

- 10.4 The Landowner/First Part shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings at the said premises for this purpose the Landowner/First Part keeps the Developer saved, harmless and indemnified.
- 10.5 The Developer shall build a new building or buildings together with all rights in common in the common portions and common amenities and facilities which are more fully described in the **SEVENTH SCHEDULE** hereunder written. The Developer shall upon completion of the new building or buildings put the owners in undisputed possession of the Landowner/First Part useable Allocation together with indivisible rights in common areas and facilities as stated herein.

#### **ARTICLE XI - COMMON RESTRICTIONS**

- 11.1 The Landowner/First Part Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building intended for the



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concern benefits of all occupants of the new building or building.

- 11.2 The Landowner First Party shall not use or permit to use the Landowner First Party Allocation Developer's Allocation in the new building or buildings or any portion thereof for any type of any obstructive illegal and immoral trade or activity for the benefit or for any purpose which may cause any nuisance or hazard to the other occupants of the new building or buildings.
- 11.3 No third party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration thereto without the previous consent and in person from appropriate authorities.
- 11.4 The parties shall abide by all laws, Byelaws, Rules and Regulations of the Government, Local Bodies, statutory authorities as the same may be any shall attempt to answer and be responsible for any deliberate violation and/or breach of any of the said laws, Byelaws, Rules and Regulations.
- 11.5 The respective Parties shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appliances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular shall not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupants of the



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builder; and demand to be paid against the consequences of any breach.

- 11.6 The owner/lessor shall not be of course responsible for doing any act or thing which may render void and violate any of the clauses of the new building, in drawings or any part thereof and shall keep the Developer and other occupants of the said building harmless and indemnified from and against the consequences of any breach.
- 11.7 No goods or other items/materials shall be kept by the Landowner First Part or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused the Developer or the Executive as the case may be shall be held to be liable to the same at the risk and cost of the other.
- 11.8 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the common-entrances or any other entrance or portions of the new building or buildings.
- 11.9 The Landowner First Part shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the Landowner First Part's land and every part thereof for the purpose of



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in accordance with the drawings and part of the new building; and (c) for the purpose of cleaning, maintaining, re-shading, cleaning, refitting and keeping in order any good condition any structural ledges and/or for the purpose of pulling, capping, re-securing, repairing and testing drains, gas and water pipes and electric wires and for any similar purposes.

**ARTICLE XII – OBLIGATIONS OF THE LANDOWNER FIRST PART**

- 12.1** The Landowner First Part hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the Landowner First Part shall have the right to supervise the construction of the new building or buildings at the said premises personally.
- 12.2** The Landowner First Part hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling and/or disposing of any part of the Developer's Allocation to the new building or buildings or at the said premises subject to the delivery of the undivided possession of the Landowner First Part allocation to the Landowner First Part by the Developer's within specific period.
- 12.3** The Landowner First Part hereby agrees and covenants with the Developer to pay municipal rates, taxes or any from the date of delivery of the possession of the Landowner First Part Allocation to the Landowner First Part by the Developer.



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- 12.4** The Landowner First Part shall cause to be joined such other documents as Vendor as may be required by the Developer in the Agreement and or Sale Deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchaser.
- 12.5** The Landowner First Part shall actively render at all times all cooperation and assistance to the Developer in construction and completion of the proposed building, in building and for effectuating the sale and or transfer envisaged hereunder.
- 12.6** Upon the developer's vesting and delivering possession to the Landowner First Part of the Landowner First Part Allocation, the Landowner First Part shall hold the same terms and conditions and restrictions as regard the use and maintenance of the building as the other Part's purchasers of the building.
- 12.7** In case Developer needs to amalgamate the First Schedule land with any other adjacent land for betterment of the project, the same will be allowed without any objection and limitation by the Landowner First Part.
- 12.8** The Landowner First Part shall pay to the WISEDC for installation of overhead electric lines when required.
- 12.9** That the Landowner First Part shall not cause, cannot cause, enter into any sale of Agreement or any other legal deed that is or any part thereof until possession of Landowner's Allocation be handed over by the Developer to them within stipulated time of 18 Months as agreed by the Parties.



DISTRICT SUB REGISTRAR-III  
SOUTH-24 P.S. ALIPORE  
= 6 JUL 2022

**ARTICLE XIII OBLIGATIONS OF THE DEVELOPER**

- 13.1 The Developer hereby agrees and covenants with the Landowner First Part to complete the construction/delivery of the possession of the Landowner First Part of the new building or buildings at the said First Schedule premises in terms of the sanctioned plan within a period of 48 (Forty Eight) months from the date of sanctioned building plan and if it is not at all possible to complete the construction a further term of 18 (Six) months will be provided.
- 13.2 The Developer hereby agrees and covenants with the Landowner First Part not to violate or contravene any of the provisions of rules applicable for construction of the new building or buildings at the said premises.
- 13.3 The Developer hereby agrees and covenants with the Landowner First Part that from now onwards the Developer shall bear and pay the all municipal corporation and statutory rates, taxes and other dues and outgoing in respect of the said premises without any objection.
- 13.4 The Developer hereby agrees and covenants with the Landowner First Part not to transfer and/or assign the benefits of this agreement in any manner thereof without the consent of the Landowner First Part.
- 13.5 In case the building project be neglected, delayed or otherwise liable due to breach of contract to the Developer, subject to these Provisions and there is default in hand over of possession with the the Landowner First Part then the Developer shall be liable to



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compensate the Landowners herein to Rs. 5000/- per month for the period of 1 year delay, if failed to handover possession within 1 year then 0.10% (one per cent) of above said amount will be added for every delay with interest mensured @ with 12%.

**ARTICLE XIV - LAND OWNERS INDEMNITY**

14.1 The Landowner First Part hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer complies and fulfills all the terms and conditions herein contained and on its part to be observed and performed.

14.2 The Landowner First Part hereby undertakes to keep the Developer indemnified against all third party claims and actions against the said premises in respect of the Landowner First Part allocation at the said premises, and to bear the charge of delivery of the possession of the Landowner First Part allocation to the Landowner First Part by the Developer.

**ARTICLE XV-DEVELOPER'S INDEMNITY**

15.1 The Developer hereby undertakes to keep the Landowner First Part indemnified against all third party claims and actions arising out of any and all of contents and the Developer or its relating to or arising out of the construction of the said building or buildings at the said premises.

15.2 The Developer hereby undertakes to keep the Landowner First Part indemnified against all legal suits, costs, proceedings and claims that may arise out of the Developer's collaboration with



DISTRICT SUB-REGISTRAR  
SOUTH KANARA, ALKONDE

06 JUL 2022



engage in the development of the said premises and/or in the matter of construction of the said building or buildings at the said premises and/or for any defect thereon and/or in dealing with the Developer's collaboration as well as the money share.

#### ARTICLE XVI-MISCELLANEOUS

- 16.1** It is understood that from time to time to facilitate the construction of the new building or buildings at the said premises by the Developer various deeds matters and things and other agreements may be required to be done by the Developer and for which the Developer may need the authority of the Landowner First Part and various applications and other documents may be required to be signed as made by the Landowner First Part relating to which (spe) the provisions may not have been mentioned herein, and the Landowner First Part hereby undertakes to cooperate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the Landowner First Part shall execute or sign all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the right of the owner and do not go against the spirit of this Agreement.
- 16.2** In the case the Developer intend to take any loan from any bank or financial institution for development of said premises, the Landowner herein allows to draw on the Original Title deeds for creation of equitable mortgage in such bank however the Landowner shall neither have any liability nor be responsible for repayment of such loan. It will be the sole responsibility of the Developer to repay such loan liability.



DISTRICT SURVEY REGISTRAR  
SKALTHA P.O.S., ALIPORE  
6 JUL 2022

- 16.3 The Developer shall frame scheme for the management and administration of the said building or buildings at the said premises and a common party thereof. The Landowner First Part and the Landowner First Part (as owner) hereby agree to abide by all the Rules and Regulations of such Management Association/ Holding organization and hereby give his consent to abide by the same.
- 16.4 As and from the date of handing over possession of landowner's allocation to Landowner in the new building or buildings, the Developer and/or its transferees and the Landowner First Part and/or its transferees shall each be liable to pay and bear appropriate charges on account of appropriate taxes payable in respect of their allocation.
- 16.5 The Developer shall not part with possession of any portion of the Developer's Allocation to any of its transferees and/or and unless the Developer shall make over possession of the owner's Allocation and comply with all other obligations of the Developer to the Landowner First Part.
- 16.6 That the new building or buildings to be constructed on the said premises shall be known by a name to be fixed by the Developer.
- 16.7 The entire land/terrace of the building shall belong to the Landowner and the Developer or their respective properties. If the Hapur Sonapat Municipality allows give sanction of any further construction (more than permissible FMR) such construction shall be made by the Developer at its own costs and expenses and the Landowner will be entitled to get 15% extra



DISTRICT SUPERINTENDENT  
SAN FRANCISCO, CALIFORNIA  
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area in their possession and additional coverage. But if for any address of land in the Building, Municipality, contractor, tender cost, the Landowners herein shall not and cannot claim any extra allocation for the same.

#### **ARTICLE XVII- FORCE MAJEURE**

The clauses herein shall not be treated as default and the Developer's obligations and payments will be suitably extended under the Force Majeure clause. 'Force Majeure' shall include natural calamities: Act of God, Flood, Fungal waves, earthquake, riot, war, storm, typhoon, fire, civil commotion, air raid, strikes (including by contractor or staff when agencies, lock out, transport strike, curfew or prohibitory order from Municipal Corporation or any other authority body or any State, Provincial, Government, Regulations, new and or change - in any Municipal or other rules, laws or policies affecting or likely to affect the project or any part or portion thereof, any claim or disputes or conflict relating to or concerning the title, right, title, interest of the said Plot Schedule Land including the statutory requirement such as EIRRD, ETC, Municipalities etc. damage of essential materials and in any circumstances beyond the control or reasonable control of the Parties herein.

#### **ARTICLE XVIII- JURISDICTION**

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



DISTRICT SUB-REGISTRAR  
ALIPORE, WEST BENGAL  
10 JUL 2022

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of the land total measuring an area of about 1.9 decimal by one side, a little more or less, out of the total land of 21 decimal in R/S Khatian No. 771, out of which 1.09 Decimal in R/S Dag No. 618 and 0.81 Decimal in R/S Dag No. 619, Motra - Barua's Partabul, J.L. No. 47, R/S No. 7, Traq. No. 108, Presently part of Municipal Holding No. 96, Paschim Mahanayagar, Kolkata - 700084, in Police Station - Sonarpur, under Ward No. 28 of Bapua - Sonarpur Municipality in the District - 24 Parganas - South, and the entire land is better described as follows:-

**ON THE NORTH** - Land of Prasa Basak - Dag No. 618

**ON THE SOUTH** - R/S Dag No. 619

**ON THE EAST** - 10 ft. wide concrete road,

**ON THE WEST** - R/S Dag Nos. 621, 620 & 620.

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

**ALL THAT** piece and parcel of One residential Flat (also 'Flat No. 5A' measuring; 571 sq. ft. of Covered area equivalent to 771 sq. ft. Super Building Area) composed of Two Bed Rooms - One living dining space, One Kitchen, one Toilet and One Balcony on the **Fifth Floor**, North Western side of the proposed building and 111 - slabs of 2 car parking spaces along with proportionate share or interest of land within District - South 24 Parganas, P.S. Sonarpur, presently Nazimnagar, Motra - Barua's Partabul, J.L. No. 47, Bapua - Sonarpur Municipality Holding No. 96, Paschim Mahanayagar, Ward no. 28, Kolkata - 700084 together with all common areas, facilities,



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SOUTH DISTRICT, ALMORA

6 JUL 2022



estimated additional cost with the said financing process subject to payment of our main expenses payable by the owner's company of the said flats.

The Plan is shown in the Plan Map enclosed herewith as part of this Agreement delineated with BVI Emerge and there is

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

**ALL THAT** we shall make and include the remaining bulk area of flats, common areas and car parking spaces as per the Building sanctioned Plan for the new building or buildings together with and are the common facilities which shall absolutely belong to the Developer after providing for the Landowner Allocation to the Landowner as mentioned under this Developer's Agreement.

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

1. **Foundation & Structures**
  - a. RCC treated concrete all the materials use to be best quality and the steel should be from the Company of [S] [to be filled]
2. **Walls**
  - a. Plaster of Paris on the interior of the walls and ceiling.
  - b. Mortar (external) made with 1500 gram quality cement and fine Weather Coat.
3. **Doors** - Main doors should be polished timber finish door.



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SOUTH OF PG. ALPOHE  
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- a. Aluminum cladding windows with 1/2" glass panes. (Rising) window required.
- b. Door frames in Sph wood
- c. Solid core exterior door for pre-selected interior doors with door stops every required for with BSJ mark. The lock on all doors will be a required Co. like Gisher. Door set on BSJ mark.
- d. **Flairings:**  
  
Flairing - Vinyl tiles in required complete area of flooring also size should be 2' x 2' sq ft.
- 5. **Kitchen - Floor:** 1/2" x 2' x 2' sq ft
  - a. Coated aluminum ceiling tiles up to height of 30 inch from ceiling; a corner top
  - b. Kitchen working table counter top with granite to be used
  - c. Provision for exhaust fan.
- 6. **Bathroom:**
  - a. Toilet and vanity remains till up to built height
  - b. Complete plumbing system using standard under pipes and fittings of BSJ mark.
  - c. White vanity with BSJ Mark with C.P. fittings. Bathroom vanity will be given grade Co.
  - d. Provision for exhaust fan





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SOUTH 24 PDS, ALPPOZE

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7. Lift - Lift for all on seven and shop Use of painted Epoxy
8. Electrical:
  - a. PVC cabling pipes with copper wiring
  - b. 15 & 3 Amp Points one each in living room, bedroom, store room and kitchen. TV point shall be in living room during room.
  - c. MCB make of reputed Co. to be installed in all flats, there of Boxes
  - d. Intercom facilities to be installed and to be inter-connected to all the flats and security office
  - e. CCTV Surveillance security system to be installed in all flats of the Building and the camera in the living room of the project
  - f. Local and Global Bell point assurance at residents flats
  - g. Centralized telephone point in living room.
  - h. Common lighting, street lighting as required to be installed
11. Special Features:
  - a. Common S/S, B/S only in ground floor
  - b. Deep cycle well one wet heat tank will be provided
  - c. Roof treatment for water proofing on the Roof



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SOUTH OF POS. ALIPORE  
06 JUL 2022

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
COMMON EASEMENTS**

1. The clear unobstructed right of access to, over and under the land owned and or landowner and or other occupiers of the said building of all truses and for all purpose connected with the use and enjoyment of the said trusses, generator, electrical installations, landings, lobbies, common exits, main gate of the building and passage roof, to have the passage leading to the entrance and staircase case and except the reserved car parking spaces in the passage.
2. The right way in the easement above and of all truses and for all purpose connected with the reasonable use and enjoyment of the said flat and over and along with the above way and pathway comprised in the said building.
3. The right of protection of the said flat and by means of all parts of the building so far they now pertain the same.
4. The right of passage in easement as above said electric cables and soil pipes and to the said flat and throughout pipes, drains, wires and conduits or being run under through or over the said building and premises so far as purpose of maintaining, repairing or clearing any parts of the said flat and in or for as such repairing or clearing as aforesaid cannot be reasonably carried out without such entry.



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SOUTH W.P.O.S., ALIPORE

6 JUL 2022



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

1. The expenses for maintenance, operation while working, repairing, restoring, changing or replacing or shifting, redecorating and cleaning, lighting of all common paths, roads, fire-escape walls of the building, parking space, boundary wall, staircase, roof, foundation wall, main gate, landings, deep tubewell, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.
2. Cost of periodically inspecting, servicing, maintaining and ensuring, if any, stand-by electrical and mechanical equipments and other plants and machines in the building.

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

1. Land on which the building is located and all easements, rights, and appurtenances belonging to the said land and the building.
2. Staircase on all the floors.
3. Staircase landings and lift landings on all floors.
4. Lift well.
5. Lift machine installation.
6. Lift machine cover.
7. Common passage and area on the ground floor, excepting for parking space and utility.



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SOUTH P.O.S. ALIPORE  
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8. Water pump water tank water pipes and other common plumbing installations.
9. Electrical substation, electrical, wiring meter room generator room and fittings.
10. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s)
11. Drainage, sewers and pipes from the building to the Rajpur Sonarpur Municipality drainage.
12. Pump room (if any).
13. Boundary walls and main gates.
14. Ventilation duct.
15. VRV/VRF System, if installed.
16. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

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



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SOUTH CHENNAI, TAMIL NADU  
5 JUL 2012

1. To defend and defend possession of the said premises and every part thereof and to give and to deliver possession thereof from and to get its possession persons occupying the same in decisions of purchasing the same and also to manage maintain and demand for the said premises every part thereof
2. To demand receive and receive contribute pay receive and receive, receive profits tax use fees, charges, contributions, charges, fees, or Municipal Taxes and Rates and all other sums or moneys recoverable in respect of the said premises or any part thereof or any share or shares therein from the occupants tenants purchasers of the said premises and to make all just and reasonable allowances in respect thereof and to take all necessary steps whether by action distress or otherwise to recover any sum of money payable in respect of the said premises from all or any one of them or the occupants tenants purchasers of the said premises or any person or persons or firm or firms or individuals and grant valid receipt and discharges therefore without making as to which shall fully execute the persons paying such money
3. To pay all rents and taxes, charges, expenses and other out goings whatsoever payable for or in account of the said premises or any part or thereof or any individual share or shares therein and to estate any moneys being thereon against loss or damages by fire and or other risks as be deemed necessary and or reasonable by our said Attorney and to pay all premiums for such insurance
4. To sign and give and to give to any occupier of the said premises or to spouses or any person thereof to pay or to be paid or to create any guarantee or to make remedy and in each of cover and and in for any other purpose whatsoever



DISTRICT REGISTRAR III  
SOUTH ARKOT  
05 JUL 2022

5. To enter upon the said premises and every part thereof as he deems fit to carry the state or repairs thereof and to replace any occupied houses or places as a result of such work to remedy any want of repairable and otherwise;
6. To enforce any covenant in any Agreement, Sale Deed except Leasehold, Deed of Conveyance and of License or Tenancy Agreement or any other document relating to the said premises or any part thereof and if any right be asserted in any matter within such covenants or under Statute to quiet them to exercise such rights, among others;
7. To warrant and defend and if necessary proceed against in defence of the same against all trespasses on the said premises or any part thereof for taking possession and to take appropriate steps whether by action or distress or otherwise to quiet all trespasses and to seek to enter into all covenants or arrangements with the trespassers;
8. To appoint and to execute the appointment of Agents and to set progressive plans for construction, alteration or repair or extension or of land or additions and of alterations to any new or existing Building or Buildings or Structures on the said premises or any part or parts thereof;
9. To make sign and verify all applications or objections to appropriate authorities for all applications for licence, permission or consent etc. required by Law in connection with Management of the property or properties mentioned in Schedule hereon;
10. To effect and maintain separation of Holding in the Revenue or Settlement Office or Computer Authorities and sign all



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SOUTH 24 PGS., ALIPORE

18/07/2022



applications or objections of being and sworn Affidavits relating to that area or any other purpose or reasons and as set out in II.

11. To appear for and represent before the Board of Revenue, Collector any District Sub-Divisional Officer, any Magistrate (Judge, Municipal, BARRISTER), any Magistrate, Judge, Municipal, Settlement Officer-koikata Municipal Corporation Improvement Trust (C.M.I.A. Fire Brigade, Co-ordinator of any Division or otherwise) and things relating to estate or its affairs.
12. To appear before and execute all formalities to obtain plan before the Rajpur Sonarpur Municipality.
13. To pay fees, obtain sanction for building plan and in all cases and facilitate all of plan and to take delivery of the same and such other order's and permissions from the necessary authorities including the Rajpur Sonarpur Municipality by expedient means including application and/or alterations of plans and also to submit and take delivery of the deeds necessary for said purpose as and when they are required by the necessary authorities.
14. To build upon and exploit commercially the said premises by raising construction of building or buildings thereon and for that to arrange by its take down demolish structure of whatsoever nature existing thereon or as may be encouraged or required.
15. To appoint any Contractor Sub-Contractor for construction work in building thereon and to raise the same and engage new contractor to be done by its own discretion as it may think fit same personally.
16. To apply for and obtain such certificate, permissions and clearance



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SOUTH WEST DISTRICT  
AUSTRALIA  
6 JUL 2022

on title certificate and on previous sale from Govt. of West Bengal Housing Department under the Income Tax Act or other law relating to Reserve and/or Land and/or Building both Urban and Rural as may be required for execution and/or Registration of any Sale Deed except the seller's allocations, lease deed, mortgage deed or other documents or transfer in compliance with the terms of the Development Agreement entered into with the Government of West Bengal. The Seller shall appear before and sign and submit all papers and submit all papers and documents and make representations to the necessary authorities for getting such allocations and/or permissions.

17. To negotiate and terms for and to agree and to sell the land space spaces with flats and/or apartments land to be lying or situate with common space and/or parking space spaces situated on the premises to any Purchaser or Purchasers either for space proportionate share of land and/or space with super structures and/or flat or flats at such price which the said Seller may in his absolute discretion think proper.
18. To collect the maintenance charge, service charge or whatsoever charges from the intending Purchaser or Purchasers as he thinks fit.
19. To agree to and to state into any Agreement or Agreements with any party, Party or Company for sale or sales of space or spaces with super structures on flats proportionate share of land and/or capital and to abide the same with the intending Purchaser or Purchasers in compliance with the terms of the Development Agreement entered into with



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SOUTH PRISON, ALABAMA  
JUL 5 2023

20. To receive from the lending Purchaser or Purchasers any banking notes and of interest money and advance or progressive payments and also the holder of the purchase money and to give good and valid receipts for the same which will affect the interest of purchaser or purchasers.
21. Upon such receipt as aforesaid and as here set and then to sign and to execute and to deliver and to conveyance and to conveyance for the selling of proportionate share of Land and of flat flat and of space with super structures and of flat flat space proposed to be constructed and maintain and exercise rights of the portion area of the proposed selling of space flat proportionate share of Land in favor of the Purchaser or Purchasers as their assignor or assignees of said Attorney also upon as vendor of the Vendor and of conveyance at the proposed sale of the said Attorney receive and acknowledge the advance and of banking notes and of interest money and of full reimbursement money from the attending Purchaser or Purchasers be treated as receipt and respectively from the lending Purchaser or Purchasers as mentioned in Indenture made between the parties.
22. To sign and execute all other deeds instruments and assurance which he shall consider necessary and to enter into and to agree to such covenant and condition as may be required for fully and effectively conveying the said proportionate share of Land flat flat space together with the complete part of the common passage as aforesaid to personally present.
23. To prepare sign execute submit enter into modify cancel alter or to approve present of Developer's address and be registered and



DISTRICT REGISTRAR  
SOUTH ARKOT, TAMIL NADU

6 JUL 2022

assist registration of all papers, documents, deeds, contracts, agreements, leases, Agreement of Surrender Deed, Cancellation Deed, Redemption Deed, Beneficial Deed, Declaration Affidavit applications correct and other documents in any form or way to expedite to be so done for or in connection with all or any of the powers herein contained including sale assignment, tenancies, sub-lease and license, permissions at the said premises and every other part thereof and the management of all mortgages, rights of mortgages, fees and expenses 25-35% per cent or periods whatsoever and also to contract with a building society and performing all the terms, conditions and covenants on our part to be observed, fulfilled and performed under the terms of Development Agreement specified hereon.

24. To commence, prosecute, enforce, defend or withdraw or appear in actions and other legal proceedings and defend hearing any of the matters above and of any other matter relating to the said Premises in which we or our estate hereafter be interested or concerned and to send through to give evidence and examine or refer to detailed or plan for, subject to judgment or before, was sent in any such action or proceedings as aforesaid before any Court Civil or Criminal or Revenue including the Rent Controller, District Court and Small Claims Court.
25. To appear and to present before any court including His/Her High Court and also before His/Her Lordship's behalf and to appear and engage Advocate for instituting or defending any suit or proceedings in Court of Law and to sign all parties applications, petitions, written statements, etc. and to attend any affidavit on our behalf and in doing so, may appoint lawyer and to pay fees and charges and



DISTRICT SUB REGISTRAR  
SOUTH 2, PCS, ALIPORE

6 JUL 2022



sign the Vakalatnama on our behalf for the purpose of the same in respect of the said property described in the Schedule hereunder.

26. To receive any payment and to deposit all moneys including the Capital Tax, Stamp Duty, Bed Tax and Fees, income tax and to receive and grant valid receipts and discharge in respect thereof.
27. For the better and more effectually executing the powers and authorities aforesaid to retain and employ Solicitors, Architects, Messengers and other collecting or other agents.
28. To negotiate, conduct and defend all proceedings for injunction and or reputation in respect of the said Premises of any part thereof and to receive compensation payable in respect thereof and also to grant valid receipts and discharges thereon.
29. To appear and represent us before all authorities make commitments and give undertakings to be required in all or any of the purpose herein contained.
30. To appear before the Revenue Surveyor Municipalities and or other Authorities regarding the Tax Assessment of it and other way relating to the said Premises or any part thereof or any matters, share or claim therein.
31. To observe, fulfil and perform all the terms, conditions and obligations on our part to be observed, fulfilled and performed under the said Development Agreement and to exercise all our rights therein.
32. To appoint, use or terminate the agent used from time to time and to make other or others of any substitute or substitutes for



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SOUTH M.C.S. ALIPORE

6 JUL 2022

exercising all or any of the authorities herein above contained

35. The Power of Attorney is related and collateral to the terms of Development Agreement entered into with respect of Schedule Part 4A between M/s. Vandana's Promoters (The Developer) Attorney and the Associate Developer (City)
36. The Power vested hereby to the Attorney is in terms of The Development Agreement entered into with respect of Section 7(2) of the Indian Contract Act and shall remain restricted only for the Development of the said property mentioned in Schedule hereunder and construction of the proposed building and Agreements for Sale and Sale Deeds in respect of the said premises.

**AND GENERALLY** to do all acts deeds and things concerning the said Premises or in any part thereof and for better exercise of the authority herein authorised which We could have lawfully done in our own name and deeds, by our duly present



DISTRICT SUB-REGISTRAR-III  
SOUTH GOA, ALUPKAR  
15 JUL 2022

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

**SIGNED, SEALED & DELIVERED**

by the Parties at Kolkata

in presence of:-

1. *Munish Chandra*  
Munish Chandra  
Garia, Kol-84.

2. *Rebabate Majumdar*  
159, Garia Station Road.  
Kol-84.

*Biswajit Chandra*  
SIGNATURES OF FIRST PART

*Ganguly Evera Developers LLP*  
*[Signature]*  
Designated Partner  
SIGNATURE OF THE DEVELOPER

Drafted by:-

*Soma Chakraborty*  
SOMA CHAKRABORTY  
Advocate.

Baruipur Civil Court  
WB - 2618/99










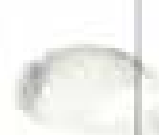



DISTRICT SUB-REGISTRAR-III  
SOUTH ZONE, ALIPUR







05 JUL 2022

**SPECIMEN FORM FOR TEN FINGER PRINTS**


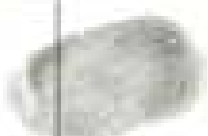
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		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					

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

Pradyumn Chandra

		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
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	RIGHT HAND					

Rajesh

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

Debobrata Majumdar



DISTRICT S.A. REGISTRAR  
SOUTH, P.O. ALIPORE

5 JUL 2002





**BANGULY CYBA DEVELOPERS LLP**

*Banguly*  
**Designated Partner**



उपसंचालक विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

AMIT GANDHLY  
RANJIT GANDHLY  
15111877

ANPQ3748R



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Official Postage and Revenue



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Official Postage and Revenue

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ROYAL MAIL  
Official Postage and Revenue

ROYAL MAIL  
Official Postage and Revenue





उद्योगिक विभाग - भारत सरकार  
INDUSTRIAL DEPARTMENT - GOVT. OF INDIA  
PUSHPATI CHANDRA - . . . . .  
ANANDA MOHAN CHANDRA

पुष्पति चन्द्र

Industrial Department

पुष्पति चन्द्र



GOVT. OF INDIA



Ananda Mohan Chandra







**Land Lord Details :**

Sl No Name,Address,Photo,Finger print and Signature

1 Shri PUSHPENDU CHANDA  
101/2, 1st Floor, BANCOA HIGHWAY, CHANDVA ST, HANSA GARDENS - MUSTAFANAGAR City - Net Sec Road Dist - GARA P.S. Saranagar District - South 24 Parganas, West Bengal India PIN - 751004 Sex Male By Case No. 101/2019 Date of Application 21/07/2019 PAN No. 21DXXXXXK Author No. 662600000000000000 Status: Approved by Govt. Date of Approval 29/07/2019 Reason: The Residential Enclosure by the Applicant is in compliance with the provisions of the relevant laws and regulations.

**Developer Details :**

Sl No Name,Address,Photo,Finger print and Signature

1 GANGULY EVERA DEVELOPERS LLP  
101/2, GARA STATION ROAD City - Net Sec Road Dist - GARA P.S. Saranagar Dist - South 24 Parganas, West Bengal India PIN - 751004 PAN No. 19GXXXXX Author No. 661100000000000000 Status: Approved by Govt. Date of Approval 29/07/2019 Reason: The Residential Enclosure by the Applicant is in compliance with the provisions of the relevant laws and regulations.

**Representative Details :**

Sl No Name,Address,Photo,Finger print and Signature

1 Shri AMIT GANGULY (Presenting)  
Shri Amrit Ganguly 101/2 GARA STATION ROAD City - Net Sec Road Dist - GARA P.S. Saranagar District - South 24 Parganas, West Bengal India PIN - 751004 Sex Male By Case No. 101/2019 Date of Application 21/07/2019 PAN No. 21DXXXXX Author No. 662600000000000000 Status: Approved by Govt. Date of Approval 29/07/2019 Reason: The Residential Enclosure by the Applicant is in compliance with the provisions of the relevant laws and regulations.

**Identificaiton Details :**

Name	Photo	Finger Print	Signature
Shri DEEBRATA MAZUMDER Shri Deebarta Mazumder 101/2, 1st Floor, BANCOA HIGHWAY, CHANDVA ST, HANSA GARDENS - MUSTAFANAGAR City - Net Sec Road Dist - GARA P.S. Saranagar District - South 24 Parganas, West Bengal India PIN - 751004 Sex Male By Case No. 101/2019 Date of Application 21/07/2019 PAN No. 21DXXXXX Author No. 662600000000000000 Status: Approved by Govt. Date of Approval 29/07/2019 Reason: The Residential Enclosure by the Applicant is in compliance with the provisions of the relevant laws and regulations.			

101/2, 1st Floor, BANCOA HIGHWAY, CHANDVA ST, HANSA GARDENS

**Transfer of property for L1**

Sl.No	From	To with area (Name-Area)
1	Shri PUSHPENDU CHANDA	GANGULY EVERA DEVELOPERS LLP (Net Sec)

**Transfer of property for L2**

Sl.No	From	To with area (Name-Area)
1	Shri DEEBRATA MAZUMDER	GANGULY EVERA DEVELOPERS LLP (Net Sec)









**Enforcement For Deed Number 1/180310930/2022**

**On 04-07-2022**

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

Presented for registration at 11/23 No. 10/23, Office of the District Registrar, by SHRI AMIT GANGLY, S.

**Certificate of Market Value(WB PUVI rules of 2003)**

Created that the market value of the property which is the subject matter of the deed has been assessed at Rs. 15,00,000/-

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

That the deed No. 1/2022 by SHRI AMIT GANGLY, S. of 10/23 No. 10/23, Office of the District Registrar, South 24 Parganas (West Bengal) and SHRI ANAND KUMAR GUPTA, S. of 24 Parganas (West Bengal) has been admitted for registration by the District Registrar.

That the deed No. 1/2022 by SHRI AMIT GANGLY, S. of 10/23 No. 10/23, Office of the District Registrar, South 24 Parganas (West Bengal) and SHRI ANAND KUMAR GUPTA, S. of 24 Parganas (West Bengal) has been admitted for registration by the District Registrar.

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

That the deed No. 1/2022 by SHRI AMIT GANGLY, S. of 10/23 No. 10/23, Office of the District Registrar, South 24 Parganas (West Bengal) and SHRI ANAND KUMAR GUPTA, S. of 24 Parganas (West Bengal) has been admitted for registration by the District Registrar.

That the deed No. 1/2022 by SHRI AMIT GANGLY, S. of 10/23 No. 10/23, Office of the District Registrar, South 24 Parganas (West Bengal) and SHRI ANAND KUMAR GUPTA, S. of 24 Parganas (West Bengal) has been admitted for registration by the District Registrar.

(S)

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

**On 07-07-2022**

**Payment of Fees**

That the fees of Rs. 15,000/- (Fifteen thousand rupees) has been paid by SHRI AMIT GANGLY, S. of 10/23 No. 10/23, Office of the District Registrar, South 24 Parganas (West Bengal) and SHRI ANAND KUMAR GUPTA, S. of 24 Parganas (West Bengal) on 07/07/2022.

That the stamp duty of Rs. 22,500/- (Twenty two thousand five hundred rupees) has been paid by SHRI AMIT GANGLY, S. of 10/23 No. 10/23, Office of the District Registrar, South 24 Parganas (West Bengal) and SHRI ANAND KUMAR GUPTA, S. of 24 Parganas (West Bengal) on 07/07/2022. Amount Rs. 22,500/- (Twenty two thousand five hundred rupees) has been deposited in the account No. 10/23 No. 10/23, Office of the District Registrar, South 24 Parganas (West Bengal) on 07/07/2022.

**Payment of Stamp Duty**

That the stamp duty of Rs. 22,500/- (Twenty two thousand five hundred rupees) has been paid by SHRI AMIT GANGLY, S. of 10/23 No. 10/23, Office of the District Registrar, South 24 Parganas (West Bengal) and SHRI ANAND KUMAR GUPTA, S. of 24 Parganas (West Bengal) on 07/07/2022.

That the stamp duty of Rs. 22,500/- (Twenty two thousand five hundred rupees) has been paid by SHRI AMIT GANGLY, S. of 10/23 No. 10/23, Office of the District Registrar, South 24 Parganas (West Bengal) and SHRI ANAND KUMAR GUPTA, S. of 24 Parganas (West Bengal) on 07/07/2022. Amount Rs. 22,500/- (Twenty two thousand five hundred rupees) has been deposited in the account No. 10/23 No. 10/23, Office of the District Registrar, South 24 Parganas (West Bengal) on 07/07/2022.

(S)

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



On 10-07-2022

**Certificate of Admissibility (Rule 43, N.B. Registration Rules - 1982)**

As per the provisions of Section 21 of the Bengal Act of 1908 and Rule 43 of the Stamp Act of India, 1899 and the provisions of the Stamp Act of India, 1959.

**Payment of Fees**

Verified that the fee being payable for registration of the instrument is Rs. 25/- (Rs. 25/-) and the fee payable for the stamp is Rs. 12/- (Rs. 12/-) and the fee payable for the registration of the instrument is Rs. 25/- (Rs. 25/-) and the fee payable for the stamp is Rs. 12/- (Rs. 12/-).

**Payment of Stamp Duty**

Certified that the instrument is duly stamped and the stamp duty payable thereon is Rs. 12/- (Rs. 12/-) and the stamp duty payable thereon is Rs. 12/- (Rs. 12/-).

Signature of the District Sub-Registrar: \_\_\_\_\_ Date of Issue: 10/07/2022

(Signature)

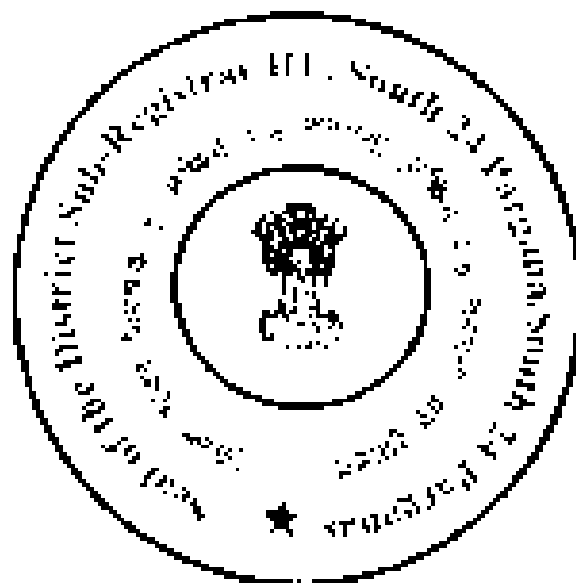
**Debasish Ghosh  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24  
PARGANAS  
South 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 391530 to 391595  
being No 160310930 for the year 2022.



Digitally signed by Debasis Dhar  
Date: 2022.07.19 11:14:44 +05:30  
reason: Digital Signing of Deed

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{Debasish Dhar} 2022/07/19 11:14:44 AM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)