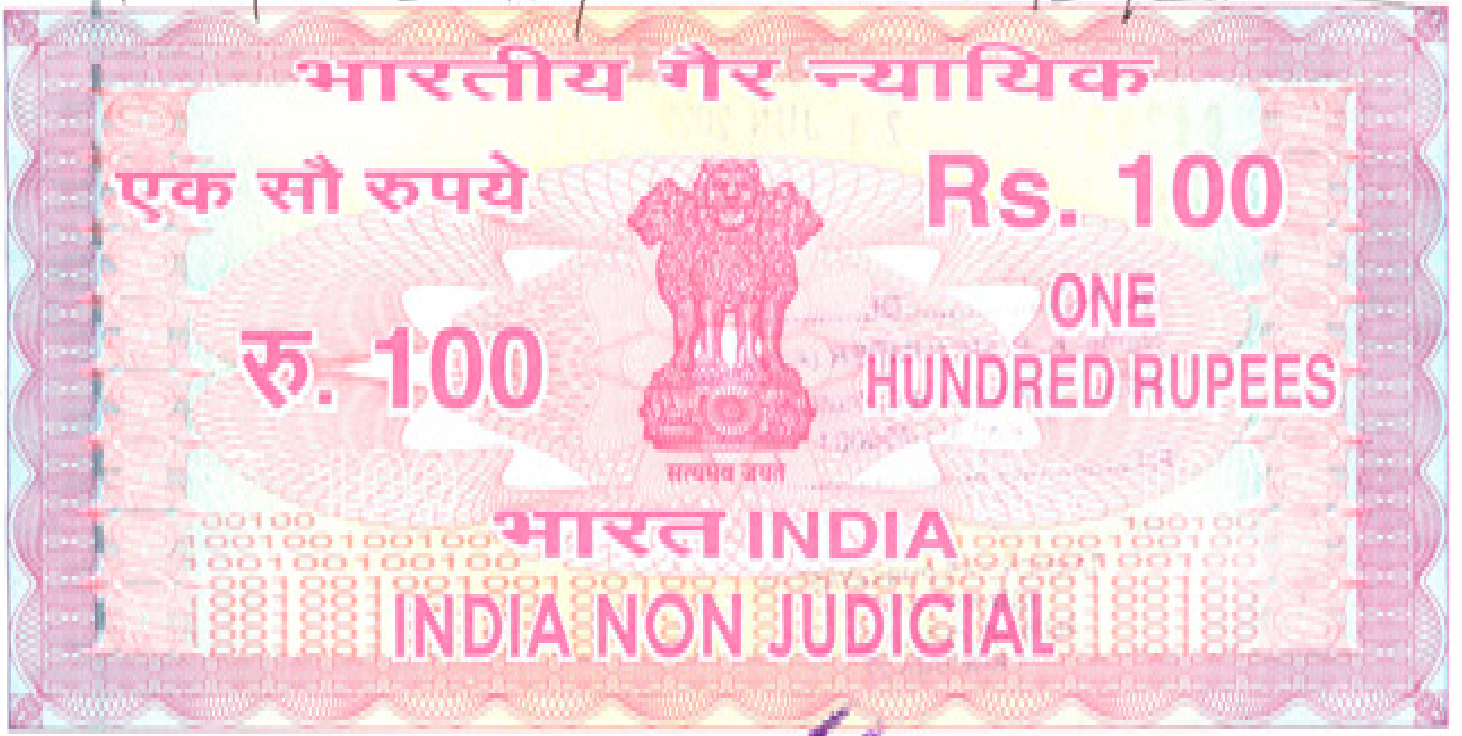


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AG 796801

Handwritten notes: 6/1/22, 6-25

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...Read over the Development Agreement
 Administration. The Government hereby
 the development power coupled with
 Development Agreement as per 1 of this Agreement.

Signature
 District (Sub-Registrar)
 District, South M-pancra

Handwritten note: 18-07-2022

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

THIS DEVELOPEMENT AGREEMENT with POWER OF
ATTORNEY is made on the 06th day of
..... July 2022 (Two Thousand Twenty Two)

BETWEEN

042885

21 JUN 2022

SL. NO.....DI.....

Name- K. P. MAZUMDER (Adv)

ADD- High Court Calcutta
Kolkata-700001

Ra.....



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

[Handwritten signature]



743A

GANGULY EVERA DEVELOPERS LLP

[Handwritten signature]

Designated Partner



743B

Sudhansu Chandra



744C



Identified by me —

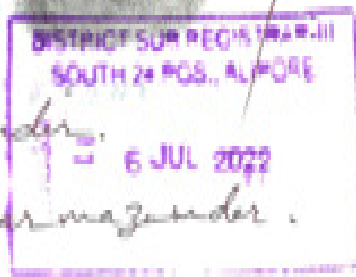
Rekha Rata Mazumder

S/o - Late Santosh Kumar Mazumder

159, Garia Station Road.

Kol- 700084

Service



SRI SUDHENDU CHANDA (PAN : AADPC58974), (Andhrar No. 5906 4742 2947), son of Late Ananga Mohan Chanda, by faith Hindu, by occupation Service, by nationality Indian, residing at House No. 81, Garia Gardens, Bidhusthan More, P.O. Garia, P.S. Narendrapur, Kolkata - 700081, hereinafter referred to as the **LANDOWNER PRINCIPAL**, which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, legal representatives, administrators and/or assigns of the **FIRST PART**;

AND

GANGULY EVERA DEVELOPERS LLP, (PAN : AATPG8580M), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act 2008, having its registered office at 480/1/2 PRESTIGE, at 159, Garia Station Road, P.O. Garia, P.S. Narendrapur (previously Sonarpur), Kolkata - 700081, District - South 21 Purgana, and represented by its Partner **SRI AMIT GANGULY**, (PAN : AADPG14746K) son of Late Ranjit Ganguly, by faith Hindu, by occupation Business, by nationality Indian, residing at 174, Garia Station Road, Post Office- Garia, Police Station- Narendrapur (erstwhile Sonarpur), Kolkata - 700081, hereinafter referred to as the **"DEVELOPER ATTORNEY"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors' legal representatives and/or assigns) of the **SECOND PART**;

WHEREAS the **LANDOWNER PRINCIPAL** herein are the joint owner and seized and possessed of **ALL THAT** land measuring an area of about 1.9 **decimal** be the same a little more or less i.e. 1.11% share of total land of 21 decimal which has been more fully and particularly described in the First Schedule hereunder written.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

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AND WHEREAS One Ananga Mohan Chanda while owning and possessing Land measuring 21 decimal within District – South 24 Parganas, P.S.- Sonarpur (presently Narendrapur), Mouza – Barhans Panchayat, J.L. No. 47, R.S. Dag No. 638 & 644 under R.S. Khattian No. 774, he died intestate on 02-04-1981 and thereafter upon death of his wife Anu Rani Chanda on 02-01-1992, his property devolved upon their seven Sons 1) Anandendu Mohan Chanda (since deceased), 2) Naradindu Mohan Chanda, 3) Niharendu Mohan Chanda, 4) Ardheendu Mohan Chanda, 5) Nohil Chanda, 6) Sudhendu Chanda, 7) Pashupendu Chanda, 8) Saydendu Chanda and Three daughters 9) Anina Bose, 10) Parvina Sinha, 11) Sima Mitra, as their legal heirs and successors.

AND WHEREAS, this said Sudhendu Chanda, the First Part herein, got 1/11 share in the said Land measuring 21 decimal.

AND WHEREAS, the said Sudhendu Chanda, while possessing his share in the said land measuring 21 decimal with his other co-sharees, he entered into a Development Agreement with GANGLY HOME SEARCH PRIVATE LIMITED, having its registered office at 167, Garia Station Road, P.O. Garia, P.S. Sonarpur, Kolkata-700081, hereinafter referred to as the 'earlier Developer' which was registered in the office of the ADRG Garia and recorded in Book No. 1, Volume No. 1629-2015, Pages from 9273 to 9309, Being Deed No. 02170 for the year 2015. They also executed a Development Power of Attorney in favour of said GANGLY HOME SEARCH PRIVATE LIMITED which was registered in ADRG Garia and recorded in Book No. 1, Volume No. 1629-2015, Pages from 9896 to 9915, Being Deed No. 02506 for the year 2015.

AND WHEREAS, said 'earlier Developer' GANGLY HOME SEARCH PRIVATE LIMITED also entered into separate development



DISTRICT SUB REGISTRAR
SOUTH 24 PGS., ALIFORE

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Agreements with owners of other adjacent land and amalgamated the same into a single holding bearing Rappur-Sonarapur Municipality Holding No. 96, Paschim-Maharajapur, Ward no. 28, Kolkata-700084;

AND WHEREAS, the said earlier Developer on behalf of all landowners of the said holding, obtained a sanction Plan from the Municipality bearing Sanction Plan No. 57 CR/28/20 dated 18-08-2021 of the proposed G+23 storied building project.

AND WHEREAS, meanwhile for smooth construction the said earlier Developer namely GANGLY HOME SEARCH 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 aforesaid, now it became necessary to execute a fresh Development Agreement by 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 Developers Agreement unless it be contrary or repugnant to the context the following words shall have the following meanings:-

- 1.1 LANDOWNER** - Shall mean **SRI SUDHENDU CHANDA (PAN : AHPG5897D)**, (Aadhaar No. 5906 4742 2317), son of Late Ananga Mohan Chanda, by full- Hindu, by occupation Servant, by nationality-



DISTRICT SUB REGISTRAR III
SOUTH 24 P.S., ALIPORE
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India, residing at- House No. 81, Garia Gardens, Hida-sthan More,
P.O. Garia, P.S. Narendrapur, Kolkata - 700084.

- 1.2 DEVELOPER** shall mean **GANGULY EVEREA DEVELOPERS LLP.** (PAN : AATFUG9509M), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act 2008, having its registered office at **450/111 PRESTIGE**, at 159, Garia Station Road, P.O. - Garia, P.S. - Narendrapur (previously Sonarpur), Kolkata - 700084, District - South 24 Parganas, and represented by its Partner **SRI AMIT GANGULY**, PAN : AAEPC4716R- son of Late Ranjit Ganguly, by *single Hand*, by occupation- Business, by nationality- Indian, residing at- 131, Garia Station Road, Post Office- Garia, Police Station- Narendrapur (erstwhile Sonarpur) Kolkata- 700084.
- 1.3 SAID PREMISES** shall mean $\frac{1}{11}$ share of ALL THAT piece and parcel of the land total measuring an area of about 21 decimal i.e. undivided **1.9 decimal** in R.S. Khata No. 774, R.S. Dag No. 641 & 648, Mezza- Barhans Partabud, J.L. No. 17, R.S. No- 7, Pasji No- 100, Holding No. 206, Garia Gardens, Kolkata - 700084, Police Station- Sonarpur, under Ward No. 28 of Rajpur Sonarpur 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 Rajpur Sonarpur Municipality Building Department or certain variation deviated thereof, subject to regularisation by the Municipality.



DISTRICT SUB-REGISTRAR-II
SOUTH 24 PGS. ALIPORE
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- 1.5 UNIT FLATS** shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said premises.
- 1.6 COVERED AREA** shall mean the total constructed area which will exclude corridors, staircases, passage gateway, water tanks, lobby reservoirs, pump room, meter room, caretaker room together of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.
- 1.7 SUPER BUILT-UP AREA** shall mean the total constructed area which will include corridors, staircases, passage gateway, walls, water tanks, lobby reservoirs, pump room, meter room, caretaker room together of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.
- 1.8 THE PLAN:** shall mean and include the plan or plans, revised plans, elevations, designs, drawings and specifications of the New Building or Buildings as already sanctioned or yet 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 One residential Flat vide 'Flat No. 8A' measuring 571 sq. ft. of Covered area equivalent to 771 sq. ft. Super Build up Area comprised of Two Bed Rooms, One living dining



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SOUTH 24 PGS., ALIPORE
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space, One Kitchen, one Toilet and One Balcony on the **Eighth Floor**, North Western side of the proposed building, and 111^{sq} share of 2 car parking spaces along with proportionate share or interest of land within District – South 21 Parganas, P.S. Sonarpur (presently Narandrapur), Mouza – Barhans Farolbadi, J.L. No. 47, Rajpur-Sonarpur Municipality Holding No. 96, Paschim Mahanagar, Ward no. 28, Kolkata – 700084 together with all common areas, facilities, amenities attributable with the said building project subject to payment of common expenses payable by the owner's occupants of the unit holder.

The **Owners Allocations** are more fully and particularly described in the **Second Schedule** hereunder written and the Flat is shown on the Plan Map annexed herewith as part of this Agreement delineated with RED verge line thereon.

BE IT MENTIONED HERE that the Landowners may exchange their allotted flats between themselves before receiving the possession letter from the Developer. The Landowners will also inform to the Developer accordingly. But the Developer on no occasion shall be liable and responsible for above matter.

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



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SOUTH 2nd P.S., ALIFORE
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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 building 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 in whole 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 Landowner's 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 TRANSFEREE shall mean a person, persons firm limited company, Association of persons to whom any space and or unit in the building or buildings to be constructed at the said premises has been transferred.

1.16 Words importing singular shall include plural and vice versa.

1.17 Words importing masculine gender shall include feminine and neuter gender and vice versa.

ARTICLE - II - COMMENCEMENT

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

2.2 THIS DEVELOPERS AGREEMENT shall be treated as complementary to the earlier registered Development Agreement mentioned herebefore and if any terms between the two Agreement contradicts or conflicts with each other, the Terms and other Conditions mentioned in this Agreement shall prevail.

ARTICLE - III

LANDOWNER FIRST PART RIGHTS & REPRESENTATIONS -

3.1 The Landowner First Part are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the 1/11th share of the said plot, more fully particularly described in the **FIRST SCHEDULE** hereunder written.

3.2 Except the Landowner First Part and his legal heirs and successors, no other person or persons have any claim or interest



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SOUTH 24 PGS., ALIPORE

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and or demand over and in respect of the said premises and or any portion thereof

- 3.3 The Landowners First Part is fully competent to enter into this Development Agreement
- 3.4 The said premises is free from all encumbrances, charges liens, lispendences, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5 There is no Dhaka Tenants in the said premises
- 3.6 There is no Temple, Mosque, dhotari or burial ground on the said premises.
- 3.7 The Landowner herein is getting alternative accommodation charges per month from the Developer which he will be entitle to get till the date of issuance of notice for taking possession of the said Landowners' Migration
- 3.8 There is no excesses vacant land at the said premises with the meaning of the West Bengal Urban Land Ceiling and Regulations Act, 1976 and subsequent Amendment thereto. The Landowner First Part will assist the Developer in case any problem faced in getting the formal No Objection Certificate as per West Bengal Urban Land Ceiling and Regulations Act, 1976 subsequent amendment thereto.

ARTICLE IV

(DEVELOPER'S RIGHT)

- 4.1 The Landowner First Part hereby grants subjects to what have herein been provided, an exclusive right to the Developer to



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SOUTH 24 PARGANAS, WEST BENGAL
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build upon and to commercially exploit the said premises and construct the New Building or Building on the said premises in accordance with the Building plan sanctioned by the Rajpur-Sonapur, Building Department.

- 4.2 All application, 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 Part at Developer's own costs and expenses for sanction of the Building plan or regularisation thereof. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Rajpur-Sonapur Municipality and other authorities shall be borne and met by the Developer **PROVIDED HOWEVER** that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer in connection therewith.

ARTICLE -V-TITLE DEEDS

5. That subject to proper stamp, the Landowner First Part shall deliver to the Developer all Original Deed and Documents of title in respect of schedule premises and hand over the possession of the said premises immediately on signing of this agreement which the Developer shall be entitled to keep until all acts, deeds and things hereunder 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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SOUTH 24 PGS, ALIPORE
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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 obligation as stated earlier in Article 4, Para 1.9 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 registered Development Agreement in favour of the Developer for the purpose of ensuring development of the project and obtaining necessary subsequent permission and sanction/regularisation/completion from different authorities in connection with the development of the said First Schedule premises and also for pursuing up the matter with the Rajpur-Sectorpar Municipality and other statutory authorities and to enforce any covenant in any Agreement, Sale Deed, Declaration and/or License or Tenancy Agreement or any other document relating to the said premises or any part thereof except Land Owners' allocation.

ARTICLE -VIII SPACE ALLOCATION

- 8.1 The Developer shall on completion of the New Building or Buildings, put the Landowner First Part jointly in undisputed possession of the Land Owners allocated areas described in the Second Schedule hereunder together with indivisible rights in common areas and amenities and facilities along with all easement and quasi-easements rights within **48 (Forty Eight)**



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months instead of 36 months from the date of sanction plan as mentioned in earlier agreement in respect of the FIRST SCHEDULE PREMISES. However, if the Developer is unable to complete the building within the said time the Landowner First Part will provide a further period of 6 Six months time 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 undisputed possession of the Landowner's allotment together with all rights in common portions. The Landowners of total land measuring 21 decimal after getting possession of their allocation by executing a Deed of Partition shall demarcate their allocation and the Developer in no occasion shall be liable and responsible for any partition separation of the Landowner's allocation amongst the Landowners 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 or dispose of the same without any right, claim or interest whatsoever therein 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 peaceful 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 or dispose of the Landowner First Part



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SOUTH 24 PCS, ALIPORE
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allocation without any interference from the Developer after getting peaceful vacant possession of his allocated areas from the Developer.

- 8.5** That the Landowner First Part shall Sale and transfer their allocated Flat to any Third Party of their choice subject to that the terms of this Agreement shall be binding upon their transferee and 'Terms of the transferee of the Developer' and 'Terms of the Transferee of the Landowner First Part' shall not be contradictory with each other.
- 8.6** In case of transfer of owner's allocation by the Landowner's to any third Party, the Purchasers transferee shall abide by all terms and maintain all dispositions agreed by the landowners herein.

ARTICLE- IX - BUILDING

- 9.1** The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said premises in accordance with the Building Plan 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 allocation 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 allocation during the construction of the said proposed new building or buildings of 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 certified by the Architect from time to time and unless the same is certified the Developer would not use the said materials.
- 9.4 Subject as aforesaid the decision of the Developer regarding the quality of the materials and the specification 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 financial or other liability on the Landowner First Part construct and complete the said New Building or Buildings and various units and/or apartments commercial spaces therein 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 alteration, 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 reason 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 context. The Developer shall be liable to indemnify and hold the Landowner First Part harmless from and against any and/or all losses, liabilities, claims, costs, charges, actions, proceedings or third party claims, damages including but not limited to



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interest, penalties with respect thereto and out-of-pocket expenses including reasonable attorneys and accountants fees & disbursements that have arisen against the Landowner First Part due to any non-compliance of relevant statutes, laws, bye-laws by the Developer in the course of development of the project. Further the Developer alone 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 introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for 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 X COMMON FACILITIES

- 10.1 The Developer shall pay and bear all the municipal taxes, water taxes in respect of the said premises till 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 nominee 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 is/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 Allocations in the building or buildings and if 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 produced 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 exclusively responsible for payment of all municipal taxes from the date of delivery of possession notice of the said Landowner First Part allocation, payable in respect of the said Landowner First Part allocation by the Landowner First Part.

- 10.3** As and from the date of service of notice of possession of the Landowner First Part allocation to the New building, the Landowner First Part shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building or buildings @ Rs. 5/- per sq. ft. or such other rate as may be decided by the Flat Owners' Association after it's formation in respect of the Landowner First Part allocation, the said charges to include proportionate share of premium for the insurance of the building or buildings, water, fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges for full collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings, water, fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges for full 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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common benefits of all occupants of the new building or buildings.

- 11.2 The Landowner First Part shall not use or permit to use the Landowner First Part allocation Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purposes which may cause any nuisance or hazard to the other occupants of the new building or buildings.
- 11.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.
- 11.4 The parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye laws, Rules and Regulations.
- 11.5 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as 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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building indemnified from and against the consequences of any breach.

- 11.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any insurance of the new building or buildings 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 to 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 Executor, as the case may be shall be entitled to remove 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 compounds, corridors or any other portion or parts 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 allocation and every part thereof for the purpose of



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maintenance or repairing any part of the new building and/or for the purpose of repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, gas and water pipes and electric wires and for any similar purposes.

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 in the new building or buildings or at the said premises subject to the delivery of the undisputed 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 on and 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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SOUTH 24 PGS., ALIPORE

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- 12.4** The Landowner First Part shall cause to be joined such person or persons as Vendor as may be required by the Developer in the Agreements and or Sale Deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the attending purchasers.
- 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 or buildings and for effectuating the sale and or transfer envisaged hereunder.
- 12.6** Upon the Developer's constructing 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 user and maintenance of the buildings as the other flats purchasers of the buildings.
- 12.7** In case Developer needs to amalgamate the First Schedule land with any other adjacent land for betterment of the project, this same will be allowed without any objection and claim thereon by the Landowner First Part.
- 12.8** The Landowner First Part shall pay to the WESSECL for installations of individual electric meter when required.
- 12.9** That the Landowner First Part shall not and cannot sale, enter into any sorts of Agreement or encumber his allocated Flat's or any part thereof until possession of Landowner's allocation be handed over by the Developer to them within stipulated time of 48 Months as agreed by the Parties.



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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 time of 6 (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 or any portion thereof without the consent of the Landowner First Part.
- 13.5** In case the building project be neglected, delayed or otherwise fails due to breach of contract by the Developer, subject to force majeure, and there is default in hand over of possession within the time limit herein, then the Developer shall be liable to



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compensate the Landowners herein to Rs. 5,000/- per month for the period of 1 year delay, if failed to handover possession within 17 year then to 10% raise per year of aforesaid amount and further delay will attract incremental with 10%.

ARTICLE XIV LAND OWNER'S 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 performs and fulfils all the terms and conditions herein contained and or 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 action against the said premises in respect of the Landowner First Part allocation at the said premises, on and from the date of delivery of the possession of the Landowner First Part allocation to the Landowner First Part by the Developer.

ARTICLE XV-DEVELOPERS 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 sort of act or commission of the Developer in or 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 actions suits, costs, proceedings and claims that may arise out of the Developer's allocation with



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regard to 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 therein and/or for dealing with the Developer's allocation as well as the owner share.

ARTICLE XVI-MISCELLANEOUS

- 16.1** It is understood that from time to time facilitate the construction of the new building or buildings at the said premises by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner First Part and various applications and other documents may be required to be signed or made by the Landowner First Part relating to which specific provisions may not have been mentioned herein, and the Landowner First Part hereby undertakes to co-operate with the Developer and to do all such acts, deeds matters and things as may be reasonably required to be done in the matter and the Landowner 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/or go against the spirit of this Agreement.
- 16.2** That in case the Developer intends to take any loan from any bank or financial institution for development of said project, the Landowner herein allows to deposit the Original Title Deeds for creation of equitable mortgage to such loan 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.



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- 16.3 The Developer shall frame scheme for the management and administration of the said building or buildings at the said premises and/or common parts thereof. The Landowner First Part and the co-Landowner First Part flat 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 his transferees shall each be liable to pay and bear proportionate charges on account of applicable 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 until 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 roof/terrace of the building shall belong to the Landowner and the Developer in their area sharing proportions. If the Rajpur Sonarpur Municipality allows any sanction of any further construction more than permissible FAR, such construction shall be made by the Developer at its own costs and expenses and the Landowner will be entitled to get 10% extra



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area on their proportion for such additional sanction. But if for any addition of land in the Holding Municipality notwithstanding further area, the Landowners herein shall not and cannot claim any extra allocation for the same.

ARTICLE XVII- FORCE MAJURE

The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majure clause. "Force-Majure" shall include natural calamities, Act of God, Flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raids, strikes (including by contractor construction agencies), lock out, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, now 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 clouds relating to or concerning the owner right, title, interest of the said First Schedule land including the statutory department such as B.L.R.C., T.L.C. Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation 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.

THE FIRST SCHEDULE ABOVE REFERRED TO



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ALL THAT piece and parcel of the land total measuring an area of about **1.9 decimal** be the same or little more or less out of the total land of 21 decimal in R.S. Khatian No. 774, out of which 1.09 Decimal in R.S. Dag No. 618 and 0.81 Decimal in R.S. dag No. 644, Muza- Barhatis Partahad, J.L. No. 47, R.S. No. 7, Touj No. 409, Presently portion of Municipal Holding No. 96, Paschim Mahamayapur, Kolkata - 700081, in Police Station- Sonarpur, under Ward No. 28 of Rajpur Sonarpur Municipality in the District - 24 Parganas (South), and the entire land is halted and bounded as follows :-

ON THE NORTH - Land of Puspa Basak - Dag No. 638 ;

ON THE SOUTH - R.S. Dag No. 643;

ON THE EAST - 10 ft. wide common road;

ON THE WEST - R.S. Dag Nos. 604, 609 & 610;

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

ALL THAT piece and parcel of One residential Flat vide "Flat No. RA" measuring 571 sq. ft. of Covered area equivalent to 771 sq. ft. Super Build up Area comprised of Two Bed Rooms, One living dining space, One Kitchen, one Toilet and One Balcony on the **Eighth Floor**, North-Western side of the proposed building, and 1/11th share of 2 car parking spaces along with proportionate share or interest of land within District - South 24 Parganas, P.S.- Sonarpur (presently Narendrapur), Muza - Barhatis Partahad, J.L. No. 47, Rajpur Sonarpur Municipality Holding No. 96, Paschim Mahamayapur, Ward no. 28, Kolkata - 700081 together with all common areas, facilities, amenities attributable with the said building project subject to



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payment of common expenses payable by the owners occupants of the unit holders.

The Flat is shown in the Plan Map annexed herewith as part of this Agreement delineated with RED verge line therein.

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

ALL THAT the said area and include the remaining built up area of Flat, commercial areas and car-parking spaces as per the Building sanctioned Plan for the new building or buildings together with roof and the common facilities which shall absolutely belong to the Developer after providing for the Landowner Allocation to the Landowner as aforesaid under this Developer's Agreement.

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

1. **Foundation & Structures**
 - a. RCC framed structure all the materials are to be best of quality and the steel should be from the Company of ISJ brand
2. **Walls**
 - a. Plaster of Paris in the interiors of the walls and ceilings.
 - b. Attractive external finish with 1500 grams quality cement paint like Weather Coat.
3. **Doors** Main door should be polish finish flush door



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- a. Aluminium sliding windows with large glass panes. French window if required.
- b. Door frames of Sal wood.
- c. Solid core commercial hot pressed phenol bonded Flush doors with accessories from reputed Co. with ISI mark. The locks of all doors will be of reputed Co. like Godrej Lockset or ISI mark.

4. Floorings:-

Flooring - Vitrified tiles of reputed company drawing drawing tiles size should be 2' x 2' sqm.

5. Kitchen - Floor should be 2' x 2' sqm tiles.

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

6. Bathroom:-

- a. Coloured designed ceramic tiles up to lintel height.
- b. Concealed plumbing system using standard make pipes and fittings of ISI mark.
- c. White sanitary ware of ISI Mark with C.P. fittings. Bathroom sanitary ware from reputed Co.
- d. Provision for exhaust fan.



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7. **Lift** - Lift for all no-owner and should be of reputed Company.
8. **Electricals:-**
 - a. PVC conduit pipes with copper wiring;
 - b. 15 & 5 Amp Points one each in living room, bedrooms, bathrooms and kitchen. T.V. connection should be in Drawing/dining rooms
 - c. M.C.B. make of reputed Co. to be installed in all Flats, floors of Blocks.
 - d. **Intercom facilities** to be installed and to be intercommunicated to all the flats and security office.
10. **CCTV Surveillance** security system to be installed inside all lobbies of the Building and the vacant area on the Ground Floor of the project.
 - a. Electrical Calling Bell point at entrance of residential flats.
 - b. Concealed Telephone point in living room.
 - c. Common lighting, street lighting as required to be installed
11. **Special Features**
 - a. Common Staff toilet in ground floor
 - b. Deep tube-well and overhead tank will be provided
 - c. Roof treatment for water proofing on the Roof.



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

1. The clear un-interrupted right of access in common with the Landowner and or Landowner and or other occupiers of the said buildings of all times and for all purpose connected with the use and enjoyment of the staircases, generator, electrical installations, landings, lobbies, common toilets, main gate of the building and premises roof terrace, the passage leading to the building and staircase save and except the unconverted car parking spaces in the passage.
2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said flat unit over and along with the drive way and pathway comprised in the said building
3. The right of protection of the said flat unit by or from all parts of the building so far they now protect the same
4. The right of passage in common as aforesaid electricity and soil from and to the said flat unit throughout pipes, drains wires and conduits or being in under throughout pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repainting or cleaning any parts of the said flat unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.



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

1. The expenses for maintenance, operating, white washing, painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings, parking space, boundary walls, staircase, roof, foundation wall, main gate, landings, deep tubewell, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.
2. Cost of periodically inspecting, servicing, maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building.

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

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



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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 examination pipes from the Units to drains and sewers common to the buildings.
11. Drainage, sewers and pipes from the building to the Raipur Sonagar Municipality drainage.
12. Pump room (if any).
13. Boundary walls and main gates.
14. Ventilation duct.
15. VRF 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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1. To hold and defend possession of the said premises and every part thereof and receive and or deliver possession thereof from and or to any person or persons occupying the same or desirous of purchasing the same and also to manage, maintain and administer the said premises every part thereof.
2. To demand, receive and receive consideration premium and or rents, net net profits lease fees, damages, electricity charges, service Municipal Taxes and Rates and all other sums or moneys receivable in respect of the said premises or any part thereof any share or shares therein from the occupants licensees purchasers of the said premises and to make all just and reasonable allowance in respect thereof and to take all necessary steps whether by action, distress or otherwise to recover any sum of money in arrears in respect of the said premises from all or any one of more of the occupants licensees purchasers of the said premises or any portion or portions thereof and to raise bills and great, valid, receipt and discharges therefor without making us liable which shall fully exonerate the persons paying such money.
3. To pay all rents and taxes, charges expenses and other out goings whatsoever payable for or on account of the said premises or any portion thereof or any undivided share or shares therein and to ensure any building thereon against loss or damages by fire and or other risks as be deemed necessary and or desirable by our said Attorney and to pay all premium for such insurance.
4. To sign and give any notice to any occupier of the said premises or trespassers or any portion thereof to quit or to repair or to abate any nuisance or to make remedy and breach of covenant and or for any other purpose whatsoever.



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5. To enter upon the said premises and every part thereof as he desired to view the state or repairs thereof and to require any occupier licensee purchaser as a result of such view to remedy any want of repairable any nuisance.
6. To enforce any covenant in any Agreement, Sale Deed (except Landowner's allegations), Declaration and/or License or Tenancy Agreement or any other document relating to the said premises or any part thereof and if any right to re-enter arises in any manner under such covenants or under Notice to quit them to exercise such rights, amongst others.
7. To warn off and prohibit and if necessary proceed against in due form of law against all trespassers on the said premises or any part thereof for taking possession and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and for such to enter into all contracts or arrangement with the trespassers.
8. To appoint and terminate the appointment of Architect and to get prepared plans for demolitions, construction and/or re-construction of and/or additions and re-alteration to any new or existing Building or Buildings or Structures on the said premises or any portion or portions thereof.
9. To make sign and verify all applications or objections to appropriate authorities for all and any license permission or consent etc. required by law in connection with management of the property or properties mentioned in Schedule below.
10. To effect mutation or separation of holding in the Revenue or Settlement Offices or Competent Authorities and sign all



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applications or objections or hearing and swear Affidavits relating to mutation or any other purpose in our names and on our behalf

11. To appear for and represent before the Board of Revenue, Collector, any District Sub-Divisional Officer, any Magistrate/Judge, Munsiff, B.L.R.C.O Office, any Magistrate, Judge, Munsiff, Settlement Offices, Kothari Municipal Corporation, Improvement Trust, C.M.D.A. Fire Brigade, Commissioners of any Division on all matter and things relating to estate or its affairs.
12. To appear before and execute all formalities to submit plan, before the Rajpur Sonarpur Municipality.
13. To pay fees, obtain sanction for principal plan and/or alteration and modification of plan and to take delivery of the same and such other orders and permissions from the necessary authorities including the Rajpur Sonarpur Municipality be expedient for sanctioning and/or modification and/or alterations of plans and also to submit and take delivery of title deeds concerning the said premises/documents as be required by the necessary authorities.
14. To build upon and exploit commercially the said premises by making construction of building or buildings, thereon and for that to arrange by us take down demolish structures of whatsoever nature existing thereon or as may be constructed in future.
15. To appoint any Contractor/Sub Contractor for construction work or building thereon and to cancel the same and engage new contractor to be done by his own discretion as if our do the same personally.
16. To apply for and obtain such certificate, permissions and clearance



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including certificate and/or permissions from Govt. of West Bengal Housing Department under the Income Tax Act or other law relating to Revenue and/or Land and/or Building both Urban and Rural as may be required for execution and/or Registration of any Sale Deed except Landowner's allotment, lease deed, mortgage deed or other documents of transfer in compliance with the terms of the Development Agreement coupled herewithofore concerning the said premises and also to appear before and sign and submit all papers and submit all papers and documents and make representations to the necessary authorities for getting such certificate and/or permissions.

17. To negotiate on terms for and to agree and to sell the said space spaces with flats and/or proportionate land to be lying or situate with common space and car parking space spaces share etc. in the premises to any Purchaser or Purchasers either for space, proportionate share of land and/or space with super structures and/or flat or flats at such price which the said Attorney at his absolute discretion think proper.
18. To collect the maintenance charges, service charges or whatsoever charges from the intending Purchaser or Purchasers as he thinks fit.
19. To agree upon and to enter into any Agreement or Agreements with any party, Firm or Company for sale or sales of space or spaces with super structures or flats proportionate share of land and/or cancel and repudiate the same with the intending Purchaser or Purchasers in compliance with the terms of the Development Agreement coupled herewith.



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20. To receive from the Intending Purchaser or Purchasers any booking money and/or earnest money or advance or progressive advances and also the balance of the purchase money and to give good valid receipts for the same which will protect the interest of purchaser or purchasers.
21. Upon such receipt as aforesaid and as our act and deed to sign and to execute and to deliver any Conveyance or Conveyances for the selling of proportionate share of land and/or Flat Flats and/or space with super structures and/or flat flats space proposed to be constructed and maintenance and easement rights of the common areas of the proposed selling of space flat proportionate share of land in favour of the Purchaser or Purchasers or their nominee or nominees our said Attorney also join as vendor in the Conveyance or Conveyances of the proposed sale if the said Attorneys receive and acknowledge the advance and/or booking money and/or earnest money and/or full consideration money from the intending Purchaser or Purchasers be treated as receipt and respectively from the Intending Purchaser or Purchasers as mentioned in Indenture made between the parties.
22. To sign and execute all other deeds, instruments and assurance which he shall consider necessary and to enter into and/or agree to such covenant and condition as may be required for fully and effectually conveying the said proportionate share of land flat flats, flat space together with the easement right of the common passage as ourselves to personally present.
23. To prepare sign, execute, submit, enter into modify, cancel, alter, draw approve present of Developer's allocation for registration and



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admit registration of all papers, documents, deeds, contracts, agreement, Tenancy Agreement, Surrender Deed, Cancellation Deed, Nonmatric Deed, Rectification Deed, Declaration, Affidavit applications consent and other documents as may in any way be required to be so done for or in connection with all or any of the powers herein contained including sale, assignment, tenancies and or lease and license, permissions of the said premises and every or any part thereof and the termination of all contracts rights of occupancy use and or enjoyment by any person or persons whatsoever and also in connection with observing fulfilling and performing all the terms, conditions and covenants on our part to be observed fulfilled and performed under the terms of Development Agreement implied herewith

24. To commence, prosecute enforce, defend answer or oppose all actions and other legal proceedings and demand touching any of the matters aforesaid or any other matter relating to the said Premises in which we are now or may hereafter be interested or concerned and also if thought fit, give evidence and compromise refer to Arbitration abandon, submit to judgment or before non-suited in any such action or proceedings as aforesaid before any Court Civil or Criminal or Revenue including the Rent Controller, District Court and Small Cause Court
25. To appear and represent before any court including Hon'ble High Court and also Tribunals for and on our behalf and to appear and engage Advocate for instituting or defending any suit or proceedings in court of law and to sign all plaints, applications, petitions, written statements, etc., and to affirm any affidavit on our behalf and in doing it, may appoint Lawyer and to pay fees and charges and



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

26. To receive any payment and/or deposit all monies including the Court Fee, Stamp Duty, Rectification Fees, receive refunds and in receive and grant, valid, receipts and discharge in respect thereof.
27. For the better and more effectually executing the powers or authorities aforesaid to retain and employ Solicitors, Architects Mukhters and/or debt collecting or other agents.
28. To institute conduct and defend all proceedings for acquisition and/or requisition in respect of the said Premises or any part thereof and to receive compensation payable in respect thereof and also to grant, valid, receipts and discharges thereof.
29. To appear and represent us before all authorities make commitments and give undertakings as be required for all or any of the purpose herein contained.
30. To appear before the Rajpur Sonarpur Municipality and/or other Authorities regarding the Tax Assessment or in any other way relating to the said Premises or any portion thereof or any undivided share or shares therein.
31. To observe fulfil and perform all the terms, conditions and obligations on our part to be observed fulfilled and performed under the said Development Agreement and to exercise all our rights therein.
32. To appoint and/or terminate the appointment from time to time and to make other or others of any substitute or substitutes for



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exercising all or any of the authorities herein above contained.

33. This Power of Attorney is related and collateral covenants of Development Agreement coupled herewith in respect of Schedule Property between the Landowners/Principals, the Developer/Attorney and the Associate Developer if any.
34. The Power conferred hereby to the Attorney is in terms of the Development Agreement coupled herewith under the provision of Section 202 of the Indian Contract Act and shall remain restricted only for the Development of the said property mentioned in Schedule hereunder and construction of the proposed building and Agreements for Sale and Sale Deeds in respect of the said premises.

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



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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. *Mahangid*
Mahangid's
Kahangipor School Road,
Garia. Kol- 84.

2. *Sudhendu Chandra*
Sudhendu Chandra
159, Garia Station Road,
Kol- 84

Sudhendu Chandra
SIGNATURES OF FIRST PART

GANSULY EVERA DEVELOPERS LLP
[Signature]
Designated Partner
SIGNATURE OF THE DEVELOPER

Drafted by:-

Soma Chakraborty
SOMA CHAKRABORTY
Advocate.



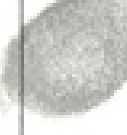
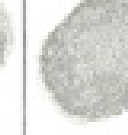
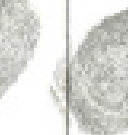






Baruipur Civil Court
WB - 2618/99
















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SPECIMEN FORM FOR TEN FINGER PRINTS

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

	<i>Sureshwar Chandra</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		LEFT HAND					
			THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		RIGHT HAND					

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

	<i>Abhinav Meher</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		LEFT HAND					
			THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		RIGHT HAND					



DISTRICT SUB-REGISTRAR-IN-CHARGE
SOUTH 24 P.S., ALIPORE

৬ JUL 2022

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

शुभमोदी चण्डा

ANAND & MOHAN CHANDA

25/02/1956

परमाणु क्र. 100/11
ANIPC55973

Y. Prasad



Shubmudi Chanda



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार
Unique Identification Authority of India
Government of India

Enrollment No. : 2189/89467/48058

To
SUDHENDU CHANDA

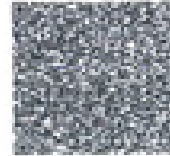
190902013

S/O Late Ananga Mohan Chanda
Sane Souchi Apartment
B/4/A, 3rd. Floor Prantik
Kolkata
Garia
Garia, Sonarpur, South 24 Parganas,
West Bengal - 700084
9474081831



KA447791079FH

44779107



आपका आधार क्रमांक / Your Aadhaar No. :

5906 4742 2317

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



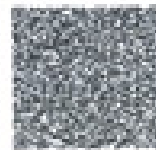
SUDHENDU CHANDA

Father : Late Ananga Mohan Chanda

DOB: 25-02-1956

Male

5906 4742 2317



मेरा आधार, मेरी पहचान

Sudhendu Chanda

आयकर विभाग
INCOME TAX DEPARTMENT

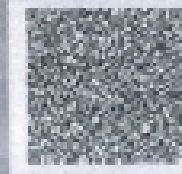


भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AATFG9509M

नाम / Name
GANGULY EVERA DEVELOPERS LLP



स्थापना की तिथि
Date of Incorporation/Formation
22/06/2018

GANGULY EVERA DEVELOPERS LLP

[Handwritten Signature]
Designated Partner

आयकर विभाग
INCOME TAX DEPARTMENT

AMIT GANGULY
RANJIT GANGULY
19/11/1977

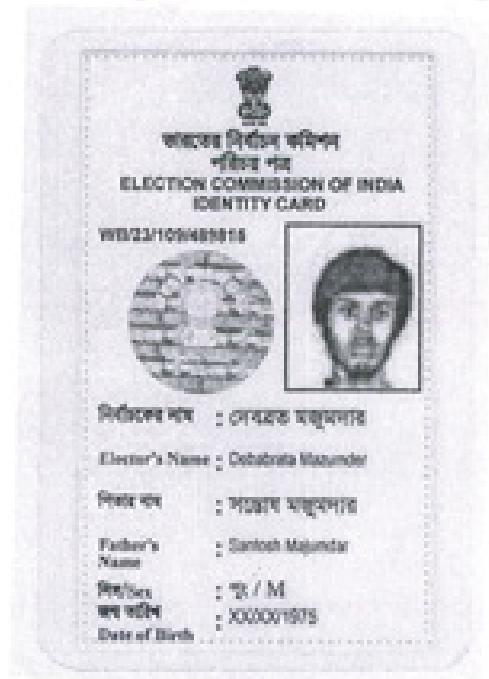
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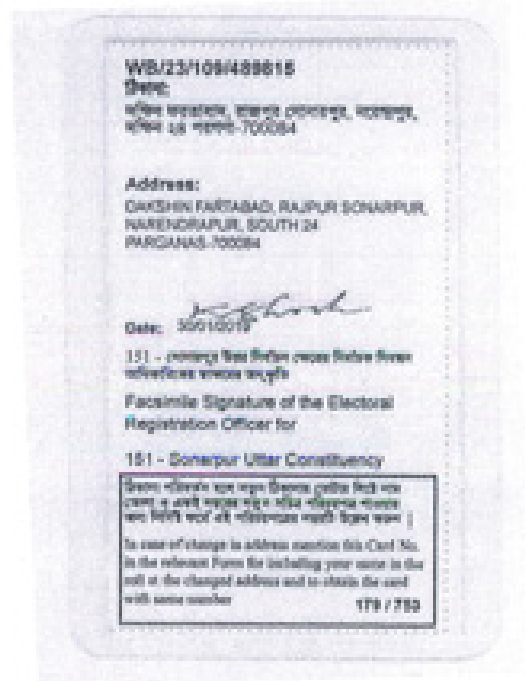
भारत सरकार
GOVT. OF INDIA



(Signature)



Debabrata Mazumdar.



Major Information of the Deed

Deed No :	1-1603-10932/2022	Date of Registration	18/07/2022
Query No / Year	1603-2002014539/2022	Office where deed is registered	District Office SOUTH - 24 PARGANAS, District South 24-Parganas
Query Date	04/07/2022 1:34:49 PM		
Applicant Name, Address & Other Details	Sarna Chakraborty Baruipur Civil Court, Thana - Baruipur, District - South 24-Parganas, WEST BENGAL, PIN - 723144, Mobile No. : 9339047751, Status: Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs. 2/-] [4305] Other than Immovable Property, Declaration, No of Declaration : 2/		
Set Forth value	Market Value		
Rs. 2/-	Rs. 15,45,873/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 9,170/- (Ancient#) (q)	Rs. 60/- (Ad. Cert. F. F.)		
Remarks	Received Rs. 60/- (F.F.TY only) from the applicant for issuing this assessment slip (for car area)		

Land Details :

District: South 24-Parganas P.S.: Baruipur Municipality RAJIPUR-SONARPUR, Road: Paschim Mahamayapur
Road: Maula Bahans Bahasad, Ware No: 26 Jt No: 47, Inset No: 109 Pin Code: 723064

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
11	RS-644	RS-774	Hasth	0.81 Dec	1/-	6,36,210/-	Width of Approach Road: 10 Ft.
12	RS-639	RS-774	Hasth	1.09 Dec	1/-	9,09,663/-	Width of Approach Road: 12 Ft.
TOTAL :				1.90 Dec	2/-	15,45,873/-	
Grand Total :				1.90 Dec	2/-	15,45,873/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Shri SUDHENDU CHANDA Son of Late ANANGA MOHAN CHANDA SANS SOUCHI APARTMENT PIRANTIKA GARIA, City - Not Specified P.O - GARIA P.S. Sonarpur, District -South 24-Parganas, West Bengal, India, PIN:- 700084 Sex - Male, By Caste Hindu Occupation -Others, Citizen of India, PAN No - AHxxxxx7J Aadhaar No - 64xxxxxxx2317, Status Individual, Executed by - Self, Date of Execution - 26/07/2022 , Admitted by - Self, Date of Admission - 06/07/2022, Place - Pvt. Residence, Executed by -Self, Date of Execution - 06/07/2022 , Admitted by - Self, Date of Admission - 06/07/2022, Place - Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>GANGULY EVERA DEVELOPERS LLP 159,GARIA STATION ROAD, City - Not Specified, P.O - GARIA, P.S - Sonarpur, District -South 24-Parganas, West Bengal, India, PIN:- 700084, PAN No - AXxxxxx6N, Aadhaar No Not Provided by UIDAI, Status Organization, Executed by - Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Shri AMIT GANGULY (Presentant) Son of Late GANGULY GANGULY 17A GARIA STATION ROAD City - Not Specified P.O - GARIA, P.S - Sonarpur, District -South 24-Parganas, West Bengal, India, PIN - 700084, Sex - Male, By Caste Hindu Occupation - Business, Citizen of India, PAN No : AXxxxxx0R Aadhaar No Not Provided by UIDAI, Status - Representative, Representative of - GANGULY EVERA DEVELOPERS LLP (as PARTNER)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Shri DEBOBRATA MAZUMDER Son of Late SANTOSH KUMAR MAZUMDER 159 GARIA STATION ROAD, City - Not Specified P.O - GARIA P.S -Sonarpur, District -South 24-Parganas, West Bengal, India, PIN - 700084</p>			

Identifier Of Sl No SUDHENDU CHANDA, Shri AMIT GANGULY

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Shri SUDHENDU CHANDA	GANGULY EVERA DEVELOPERS LLP 2.81 Dec

Transfer of property for L2

Sl.No	From	To, with area (Name-Area)
1	Shri SUDHENDU CHANDA	GANGULY EVERA DEVELOPERS LLP 2.89 Dec

Endorsement For Deed Number : I - 160310932 / 2022

On 06-07-2022

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

Presented for registration at 10.35 P.m. on 06-07-2022 at the Private residence, by Shri AMIT GANGULY .

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. 15,45,872/-

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

Execution is admitted on 06/07/2022 by Shri SUCHENDU CHANDA, Son of Late ANANGA MOHAN CHANDA, SANS SOUCHI APARTMENT PIRANTIKA, GARIA P O GARIA Thana, Sonarpur, South 24-Parganas, WEST BENGAL, India PIN - 700084, by caste Hindu, by Profession Others

Indetified by Shri DEBOBRATA MAZUMDER, Son of Late SANTOSH KUMAR MAZUMDER, 159 GARIA STATION ROAD P O GARIA Thana Sonarpur, South 24 Parganas WEST BENGAL, India PIN - 700084, by caste Hindu, by profession Service

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

Execution is admitted on 06-07-2022 by Shri AMIT GANGULY, PARTNER, GANGULY EVEREA DEVELOPERS LLP, 159 GARIA STATION ROAD, City Not Specified, P O GARIA, P S Sonarpur District South 24 Parganas West Bengal, India PIN - 700084

Indetified by Shri DEBOBRATA MAZUMDER, Son of Late SANTOSH KUMAR MAZUMDER, 159, GARIA STATION ROAD, P O GARIA, Thana Sonarpur, South 24 Parganas WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

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

Certified that required Registration Fees payable for this document is Rs 607/- i.e. Rs 267/- + Rs 340/- (Mtp) + Rs 4/- and Registration Fees paid by by online = Rs 297/-

Description of Online Payment us sq Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05-07-2022 9:29PM with Govt. Ref. No. '19232223006484661' on 05-07-2022, Amount Rs. 297/-, Bank: OIC Bank (OIC00000081, Ref. No. 82592804 on 05-07-2022, Head of Account 0033-02-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5 670/- and Stamp Duty paid by by online = Rs. 5 670/-

Description of Online Payment Using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05-07-2022 9:29PM with Govt. Ref. No. '192322230066484661' on 05-07-2022, Amount Rs. 5 670/-, Bank: ICICI Bank (ICIC0002006), Ref. No. 82592804 on 05-07-2022, Head of Account 0030-02-103-003-02

Debasish Dhar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 18-07-2022

Certificate of Admissibility[Rule 43,W.B. Registration Rules 1962]

Admissible under rule 21 of West Bengal Registration Rules, 1962 duly stamped under Schedule 1A Article number 49 (g) of Indian Stamp Act 1899

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 600/- (R = Rs 200/-, H = Rs 200/-, M(h) = Rs 40/-) and Registration Fees paid by Cash Rs 600/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs 5,500/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

* Stamp Type: Imprestoc, Serial no 733301, Amount: Rs 100/-, Date of Purchase: 24/06/2022, Vendor name: P K Purakayastha

(Signature)

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 391404 to 391459

being No 160310932 for the year 2022.



Digitally signed by Debasish Dhar
Date: 2022.07.18 19:48:45 +05:30
Reason: Digital Signing of Deed.

Debasish Dhar

(Debasish Dhar) 2022/07/18 07:48:45 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)