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भारतीय गैर न्यायिक

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DEVELOPEMENT AGREEMENT
COUPLED WITH DEVELOPMENT
POWER OF ATTORNEY

THIS DEVELOPEMENT AGREEMENT with POWER OF ATTORNEY is made on the 23rd day of .....July....., **2022 (Two Thousand Twenty Two)**

BETWEEN

21 JUN 2022

042823

SL. NO.....Dt.....
Name- K. P. MAZUMDER (Adv)
ADD- High Court Calcutta
Kolkata-700001
Rs.....

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

7641

BANGUR EVERA DEVELOPERS LLP
Designated Partner

7654

Sudipta Chanda

7655

Sudipa Chowdhury Chanda

7656

Sikani Chanda

7649

Identified by me—
Debabrata Mazumder
S/o Late Santosh Kumar Mazumder.
157, Gariahat Station Road,
Kol-700084

DISTRICT SUB REGISTRAR
ALIPORE, ALIP
23 JUL 2022

1) SMT SIBANI CHANDA (PAN : AQSPC0614E), (Aadhaar No. 3973 3114 2897), wife of Sajal Chanda, daughter of Late Sukumar Dey, by Caste Hindu, by occupation Housewife, by nationality Indian, residing at Gurudeep Hatta Road, Rabindra Sarani, Urea Bhandarkar, Sikaria, Bangaring, Pin 711101, **2) SRI SUDIPTA CHANDA (PAN : ADZPC7754M), (Aadhaar No. 5728 1599 9935)**, son of Sajal Chanda, by Caste Hindu, by occupation Service, by nationality Indian, residing at Swarna Apartment, Garia Station Road, Lake Township, P.O. Garia, P.S. Narendrapur, Kolkata 700084, **3) SMT SUDIPA CHOUDHURY CHANDA (PAN : AGHPC6201D), (Aadhaar No. 3878 9988 0655)**, wife of Manoj Choudhury, daughter of Late Sajal Chanda, by Caste Hindu, by occupation Housewife, by nationality Indian, residing at Aashiana Para, Fatehbazar, Malda, West Bengal, Pin 732101 hereinafter referred to as the **LANDOWNERS/PRINCIPALS** which term or expression shall unless excluded by or 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 EKRIBA DEVELOPERS LLP, (PAN : AATFG4283M), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act 2008, having its registered office at ASHISH 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 : AHEPG4738R), son of Late Bangal Ganguly, by Caste Hindu, by occupation Business, by nationality Indian, residing at 171, Garia Station Road, Post Office Garia, Police Station Narendrapur, erstwhile Sonarpur, Kolkata 700084,

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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 the successors, legal representatives and/or assignees of the **SECOND PART**;

WHEREAS the **LANDOWNER/PRINCIPAL** hereinabove is the owner and seized and possessed of **ALL THAT** land measuring an area of about **1.0 decimal** or the same a little more or less i.e. 1.11 cents of total land of 21 decimal which has been more fully and particularly described in the First Schedule hereunder written

AND WHEREAS One Ananga Mohan Chanda while owning and possessing land measuring 21 decimal under Dag No. 8 South 24 Parganas, P.S. Sonarpur presently Narendrapur, Mouza Kadamtala, J.L. No. 17, R.S. Dag No. 655 & 644 under R.S. Khatian No. 774, he died intestate on 02.04.1961 and thereafter upon death of his wife Ava Rani Chanda on 02.04.1992 his property devolved upon their Seven Sons 1. Sarabindra Mohan Chanda, 2. Niharendu Mohan Chanda, 3. Ardhendu Mohan Chanda, 4. Nikhil Chanda, 5. Sudhendu Chanda, 6. Pradipendu Chanda, 7. Sankhendu Chanda, 11 (eleven) daughters 8. Annada Bala, 9. Purnima Sarkar, 10. Sima Mitra, one predeceased son 11. Manibendu Mohan Chanda's sister, sons and two daughters Sri Gouran Roy, Smt. Papiya Basak, Sri Alok Chanda, Sri Amitava Chanda and Sri Aparajita Chanda as their legal heirs and successors.

AND WHEREAS, thus the said Sri Sudhendu Chanda, while possessing by 1.11 cents in the said land measuring 21 decimal, he died intestate on 13.10.2004 leaving behind his wife Smt. Sikam Chanda, one son Sri Sudipta Chanda and one daughter Smt. Sudipa Chowdhury

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Chanda who jointly inherited the share of Sagalendu Chanda, since deceased

AND WHEREAS, the said Sabari Chanda, while possessing her share in the said land measuring 21 decimal, she entered into a Development Agreement with GANGULY HOME SEARCH PRIVATE LIMITED having its registered office at 16C, Gariahat Station Road, P.O. Gariahat, P.S. Netaji Nagar, Kolkata 700084, hereinafter referred to as the earlier Developer, which was registered in the office of the ADSR Garia and recorded in Book No. 1, CD Volume No. 2, Pages from 340 to 373, Being Deed No. 010333 for the year 2014. She also executed a Development Power of Attorney in favour of said GANGULY HOME SEARCH PRIVATE LIMITED which was registered in ADSR Garia and recorded in Book No. 1, CD Volume No. 1, Pages from 7019 to 7044, Being Deed No. 010337 for the year 2014.

AND WHEREAS, the said Sudipta Chanda & Sudipa Chowdhury Chanda, while possessing their share in the said land measuring 21 decimal, they entered into a Development Agreement with GANGULY HOME SEARCH PRIVATE LIMITED, having its registered office at 16C, Gariahat Road, P.O. Gariahat, P.S. Netaji Nagar, Kolkata 700084, hereinafter referred to as the earlier Developer, which was registered in the office of the ADSR Garia and recorded in Book No. 1, CD Volume No. 1, Pages from 1625 to 1660, Being Deed No. 000914 for the year 2017. They also executed a Development Power of Attorney in favour of said GANGULY HOME SEARCH PRIVATE LIMITED which was registered in ADSR Garia and recorded in Book No. 1, CD Volume No. 2, Pages from 1587 to 1615, Being Deed No. 000915 for the year 2017.

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AND WHEREAS, said earlier Developer GANGULY HOME SEARCH PRIVATE LIMITED also entered into separate Development Agreement with owners of other adjacent land and amalgamated the same into a single holding bearing Municipal Holding No. 196, Parshiba Mahakaypara, 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 CB 28 20 dated 15.08.2017 for the proposed 6+22 storeys building project

AND WHEREAS, pursuance to said arrangement the said earlier Developer namely GANGULY HOME SEARCH PRIVATE LIMITED entered into a Partnership with EVERA CONSTRUCTIONS LLP and the Partnership formed GANGULY EVERA DEVELOPERS LLP, who took over construction and development of the project

AND WHEREAS, after the sanction of building Plan some other changed circumstances are appeared, now it becomes 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 - I DEFINITION

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

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1.1 **LANDOWNER** shall mean **1) SMT SUHANI CHANDA (PAN : AOSPC0514E)**, (Aadhaar No. 3259 3144 4397), wife of Sri Chanda, daughter of Late Sukumar Bose, by caste Hindu, by occupation Housewife, by nationality Indian, residing at Gurudev Datta Road, Rabindra Sarani, Uttar Bhadreswar, Siliguri, Darjeeling, Pin- 734001, **2) SMT SUDIPTA CHANDA (PAN : AIZPC7753M)**, (Aadhaar No. 9728 4590 9355), son of Sujal Chanda, by caste Hindu, by occupation Service, by nationality Indian, residing at Swarup Apartment, Garia Station Road, Lake Kencalkema, P.O. Garia, P.S. Narendrapur, Kolkata- 700084, **3) SMT SUDIPA CHOUDHURY CHANDA (PAN : AGIPC0420H)**, (Aadhaar No. 5878 9388 0656), wife of Manoj Chaudhury, daughter of Late Sudhendu Chanda, by caste Hindu, by occupation Housewife, by nationality Indian, residing at Andharu Para, Engel's Bazar, Malda, West Bengal, Pin- 732101

1.2 **DEVELOPER** shall mean **GANGULY EVERA DEVELOPERS LLP**, (PAN : AYTFG1606M), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at INSIGHT PRESTIGE, at 159, Garia Station Road, P.O. Garia, P.S. Narendrapur, presently Sonarpur, Kolkata- 700084, District South 24 Parganas, and represented by its Partner **SRI AMIT GANGULY**, (PAN : AIFPG6570E), son of Late Robert Ganguly, by caste Hindu, by occupation Business, by nationality Indian, residing at 27A, Garia Station Road, Post Office Garia, Police Station Narendrapur, presently Sonarpur, Kolkata- 700084.

1.3 **SAID PREMISES** shall mean 1.11 shown at ALL THAT piece and parcel of the land total measuring an area of about 31 decimal

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or thereabouts 1.39 decimal in R.S. Khatian No. 771, R.S. Dag No. 644 & 645, Mouza- Baghajatin, Parganas- Alipore, L.R. No. 17, R.S. No. 7, Dag No. 1081, Holding No. 106, Gloria Gardens, Kolkata-700060, Police Station- Sonarpur, 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 sections variation/deviation thereof, subject to regularization by the Municipality.

1.5 **UNIT/FLATS** shall mean the constructed area and or spaces in the building or buildings intended to be sold and or constructed area capable of being occupied and enjoyed independently of the building or Buildings to be constructed on the said premises.

1.6 **COVERED AREA** shall mean the total constructed area which will exclude corridors, staircases, passage/gateway, water tanks, lifts, reservoirs, pump room, meter room, caretakers room together of the walls and such other areas over the accommodating common services in the New Building or Buildings to be constructed on 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, caretakers room together of the walls and such other areas used

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for accommodating common 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, 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 the residential Flat vide **Plan No. 11A** 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 **Eleventh Floor**, North-Western side of the proposed building and 1.11 square of car parking space along with proportionate share of interest of land situate lying at Premises No. 24 Purnima, P.S. Serampore presently Narendrapur, Mouza Rajbari Kotabad C.S. No. 87, Rajpur Serampore Municipality Holding No. 361, Raja Raj Mohan Avenue, Ward no. 28, Kolkata - 700151 together with all common areas, facilities, amenities attributable with the said building project subject to payment of common expenses payable by the owners/occupiers of the said holdings.

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

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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 in no necessary shall be liable and responsible for those matter.

1.10 **DEVELOPER'S ALLOCATION** shall mean and include the **remaining** saleable 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 roof and other facilities attached along with undivided proportionate share or interest of the land, more fully and particularly mentioned in the **Third Schedule** hereunder written.

1.11 **COMMON EASEMENT** shall mean the easements and quasi easements rights privileges appurtenances for the reasonable enjoyment and occupation of such units and shall also include the mutual easement quasi easements, obligations and duties of the owners of the other units in the said buildings or the dwelling or appurtenant to or in part thereof, more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

1.12 **COMMON EXPENSES** shall mean the proportionate share of the costs, charges and expenses for working, maintenance, management, repairs and replacement of the common amenities, common easement, common connections including the proportionate share of the Municipal Tax, property tax and other statutory taxes and appropriate levied in relation to or connected with the said building, buildings and the said

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premises and that no separate apportionment is not made in respect of the respective buyers and/or owners mutually 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 Sales 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 purchasers although the ownership not amount to a transfer in law.

1.15 **TRANSFEREE** shall mean a person, persons firm limited company, Association of persons to whom any space and/or unit in the building or buildings to be constructed at the said premises has been transferred.

1.16 Words importing singular shall include plural and vice versa.

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

ARTICLE II COMMENCEMENT

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

2.2 **THIS DEVELOPERS AGREEMENT** shall be treated as complementary to the earlier registered Development Agreement

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mentioned hereinbefore 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 1.11 acre of the said plot, more fully particularly described in the **FIRST SCHEDULE** hereunder written.

3.2 Except the Landowner First Part and their legal heirs and successors, no other person or persons have any claim or interest and or demand over and in respect of the said premises and/or any portion thereof.

3.3 The Landowner First Part is fully competent to enter into this Development Agreement.

3.4 The said premises is free from all encumbrances, charges, liens, hypothecations, attachment, court, acquisition, requisition whatsoever or howsoever.

3.5 There is no Bona Tenants in the said premises.

3.6 There is no Temple, Mosque, dedicated or burial ground on the said premises.

3.7 There is no surplus vacant land at the said premises within 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

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prohibited under or pursuant to the Urban Land (Ceiling and Regulation) Act, 1976 subsequent amendments thereto.

ARTICLE- IV

DEVELOPERS RIGHTS

4.1 The Landowner First Part hereby grants, subject to what have hereinbefore been provided, an exclusive right to the Developer to build upon and to commercially exploit the said premises and construct the New Building or Buildings on the said premises in accordance with the Building plan sanctioned by the Raiganj Municipality Building Department.

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 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 imposed by enlargement of such plan or plans to the Raiganj Municipality and other authorities shall be borne and met by the Developer **PROVIDED HOWEVER** that the Developer shall be exclusively entitled to all refunds on any or all payments and/or deposit made by the Developer in construction thereof.

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ARTICLE V-TITLE DEEDS

5. Title subject to proper encumbrances, 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.

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 I, Para 1.9 of this instrument Agreement and which is exactly and particularly described in the **SECOND SCHEDULE** hereunder written.

ARTICLE VII-PROCEDURE

7.1 The Landowner First Part also will execute Irrevocable 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 sanctions, permits and certificates, regularisation completion from different authorities in connection with the development of the said First Schedule premises and also for assuring in the manner with the Kapur Sonarpur Municipality and other statutory authorities and to enforce any covenant in any Agreement, Sale Deed, Declaration and or Licence or Permits

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Agreement or any other documents 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 undivided rights in common areas and amenities and facilities along with all easement and quasi easements rights within **48 (Forty Eight) 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 allocation together with all rights in common portions. The Landowner of total Land measuring 21 (twenty) after getting possession of their allocation by executing a Deed of Partition shall demarcate their allocation and the Developer in no circumstances shall be liable and responsible for any partition or 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

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Buildings or dwellings with exclusive right to transfer or otherwise deal with or dispose of the same without any legal, 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 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 Sell and transfer their allocated Flat to any Third Party of their own choice subject to that the terms of this Agreement shall be binding upon such transferee and Terms of the transfer of the Developer and 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 allocation by the Landowners to any Third Party, the Transferees transferee shall abide by all terms and maintain all impositions 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 on the said premises in accordance with the Building Plan with good

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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 the said premises during the construction of the said proposed new building or buildings of the said premises.

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 by 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 specifications 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 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 amendments thereto or modifications thereof as may be caused 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.

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9.6 All costs, charges and expenses, including Architect's fees, losses and damages, [illegible] caused to any life or any property owing to negligence, overdrawings 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 not be responsible 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 interest, penalties with respect thereto and out-of-pocket expenses including reasonable attorney's and accountant's 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 shall be responsible and liable for payment of all dues to the workers, employees and therefore 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 not [illegible] 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

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possession of the Landowner First Part Allotment as stated hereto 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 Allotment 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 requesting the Landowner First Part to take possession of their Allotment in the building or buildings and if there be any dispute regarding the completion of the building in terms of the 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 within 15 (Fifteen) days from the date of service of such 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 allotment, payable in respect of the said Landowner First Part allotment to the Landowner First Part.

10.3 Second from the date of service of notice of possession of the Landowner First Part allotment in 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 at Rs. 1 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 allotment, the said charges to include

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proportionate share of premium for the insurance of the building or buildings, water, fire and sewerage charges and taxes, gas, scavenger, lift maintenance, operation, conservation, 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 sewerage charges and taxes, light, sanitation, lift maintenance, supervision, 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 and of all common wiring, pipes, electrical and mechanical equipments, lift, water, sewerage, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passages, ways, gardens, pathways and other common facilities which shall be 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 on 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 areas and facilities which are more fully described in the **SEVENTH SCHEDULE** hereunder written. The Developer

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shall upon completion of the new building or buildings put the owners in undivided possession of the Landowner First Part assignable 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 restrictions on transfer and use as are applicable to the Developer's Allocation in the new building intended for the common benefit of all occupiers 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 any trade or any dangerous illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers 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 thereon 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

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responsible for any deviation violation and/or breach of any of the said Laws, Bye Laws, Rules and Regulations.

11.5 The respective owners shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and roofing etc. in each of their respective allotments 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 occupiers of the building indemnified from and against the consequences of any breach.

11.6 The Purchaser hereto shall not do or suffer or permit to be done any act or thing which may render void or voidable any insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

11.7 No goods or other articles materials shall be kept by the Purchaser 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 Association, as the case may be shall entitled to remove the same at the risk and cost of the owner.

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11.8 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated over or about the area building or buildings or on the compounds roadways or any other portion 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 reasonable times, to enter into and upon the Landowner First Part allotment and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing, maintaining, rebuilding, 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 Scheduled 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 peaceably.

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

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buildings on all 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 within specified 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.

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 in Sale Deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending 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 on buildings and in effectuating the sale and of transfer contemplated 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 intact and not make any alterations or additions as regard the use 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, the same will be

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allowed without any objection and claim thereon by the Landowner First Part.

12.8 The Landowner First Part shall pay to the WASSEPICI the reimbursement of actual expenses as agreed upon.

12.9 That the Landowner First Part shall not and cannot sale, enter into any sale of Agreement or conveyance for allocated flat or any part thereof until possession of Landowner's allocation be handed over by the Developer as these written stipulation time of 18 Months as agreed by the Parties.

ARTICLE XIII- OBLIGATIONS OF THE DEVELOPER

13.1 The Developer hereby agrees and covenants with the Landowner First Part to complete the construction inclusive of the possession of the Landowner First Part of the new building or buildings at the said First Schedule premises in terms of the sanction 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

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taxes, taxes and other dues and outgoing in respect of the said premises without any exception.

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 land area of possession within the time limit herein, then the Developer shall be liable to compensate the Landowners Rs. 5,000/- per month for the period of 1 year delay. Failed to handover possession within 1 year then @ 10% interest per year of proportionate consent 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 the exclusive allocated space without any interference and/or disturbance provided the Developer performs and fulfils 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 action against the said premises in respect of the Landowner First Part allocation in the said premises on and from the date of discovery

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of the possession of the Landowner First Part allocated to the Landowner First Part to 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 act or omission of the Developer in or relating to or arising out of the construction of the said buildings or buildings at the said premises.

15.2 The Developer hereby undertakes to keep the Landowner First Part indemnified against all actions, costs, proceedings and claims that may arise out of the Developer's allocation with 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 proportion.

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 cooperate with the Developer and to do all such acts, deeds, matters and things as may be required by

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required to be done in the matter and the Landowner First Part shall execute to sign all such additional applications and other documents as the case may be provided that it shall not cause any matters and things do not or may cause any damage or loss to the owner and or prejudice 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 for 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.

16.3 The Developer shall frame scheme for the management and administration of the said building or buildings or the said premises and on common areas thereof. The Landowner First Part and the Landowner First Part the owner hereby agree to abide by all the Rules and Regulations of such Management Association/Holding organization and hereby give their consent to abide by the same.

16.4 Actual from the date of handing over possession of Landowner's allocation to Landowner in the said 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 proportionate charges on account of applicable taxes payable in respect of their allocation.

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16.5 The Developer shall not part with possession of any portion of the Developer's Allocation to any of the 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 buildings 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 net income of the building shall belong to the Landowner and the Developer in their respective proportions. If the Report Sanctioning Municipality allows more FAR than permissible FAR such construction shall be made by the Developer at its own costs and expense and the Landowner will be entitled to get 15% extra area on their proportion for such additional sanction. But if for any addition of floors or the Building Municipality sanctions further area, the Landowners herein shall not and cannot claim any extra allocation for the same.

ARTICLE XVII- FORCE MAJEURE

The dates herein shall not be treated as default and the Developer's obligations and covenants will be accordingly extended under the Force Majeure clause. "Force Majeure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, environmental, and civil strikes including lockouts, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Force Majeure, Government Regulations, new and/or changes in any Municipal or other rules, laws or process affecting or likely to affect

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Cooch Bihar
South 24 Parganas, India

DISTRICT REGISTRAR
BUXI MAHAL, ALIPORE
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the project or any part or portion thereof, now claim or dispute or raise relating to or concerning the owner rights, title, interest of the said First Schedule land including the statutory department such as BL&LRO, CLA, Municipality etc. shortage of essential commodities and or any other circumstances beyond the control or reasonable control of the Parties hereto.

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

ALL THAT piece and parcel of the land total measuring an area of about **3.49 decimal** in the state a little more or less or of the total Land of 23 decimal in R.S. Khatian No. 574 out of which 1.89 Decimal in R.S. Dag No. 878 and 1.51 Decimal in R.S. dag No. 644, Mouza Barisha Tarafdar, J.L. No. 41, R.S. No. 7, Tauji No. 109, Presently portion of Municipal Building, No. 306, Parganas Main Road, Kolkata - 700088 in Police Station - Sonarpur, under Ward No. 28 of Rajpur Sonarpur Municipality in the District - 24 Parganas South and the entire land is butted and bounded as follows:

ON THE NORTH Land of Pushpa Biswas, Dag No. 1035.

ON THE SOUTH R.S. Dag No. 1015

ON THE EAST 10.51 wide common road

ON THE WEST R.S. Dag No. 881, 879 & 880

DISTRICT REGISTRAR
SRIKAKULAM, A.P. 532 001

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THE SECOND SCHEDULE ABOVE REFERRED TO
(LANDOWNER ALLOCATION)

ALL THAT piece and parcel of One residential Flat unit "Flat No. 11A" 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 **Eleventh Floor**, North West side of the proposed Building and 1 (1) Nos. 2 car parking spaces along with proportionate share or interest of Land within District – South 24 Parganas – P.S. – Jadavpur – presently Narendrapur, Mouza – Bacharo Fatakhal, J.L. No. 42, Rajpur Sonarpur Municipality Holding No. 96, Pushpa Mahanagar, Ward no. 95, Kolkata – 700084 – together with all common areas, facilities, amenities available with the said building project subject to payment of common expenses – payable by the owners – except as of the said holding.

The Flat is shown in the Plan Map annexed hereunto as part of this Agreement and marked with RED colour thereon.

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

ALL THAT the saleable area and include the **remaining** built up area of Flats, commercial areas and car parking spaces as per the Building sanctioned Plan for the new building or buildings together with the land and the common facilities which shall absolutely belong to the Developer after providing for the Landowner Allocation to the Landowner as afore said under this Development Agreement.

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THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS OF CONSTRUCTION)

1. **Foundation & Structures**

a. 100% [illegible] and the [illegible] made between the Company & [illegible]

2. **Walls-**

a. The use of [illegible] in the interior of the walls and ceiling

b. Attractive external finish with ISO grade quality cement paint like Weather Coat

3. **Doors**- Main door should be provided with [illegible]

a. Aluminium sliding windows with large glass panes. French windows [illegible]

b. Doors [illegible] Salwood

c. Solid core [illegible] processed plywood [illegible] with [illegible] separate [illegible] Hinges [illegible] Door [illegible]

4. **Flooring:-**

Flooring - Vitrified tiles of [illegible] size [illegible] 2' x 2' sqft

5. **Kitchen**- [illegible] 2' x 2' sqft [illegible]

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c. Decorative designed ceramic tiles up to height of 2[illegible] from cooking counter top.

b. 25 litres working table mounted tops with granite or marble

c. Provision for hot and cold water

6. **Bathrooms:-**

a. Colour coloured - good quality tiles up to dado height

b. Concealed plumbing system using standard water pipes and Fittings of ISI marks

c. Water closets are white of ISI Mark with C.P. fittings. Bathroom accessories are of approved Co.

d. Provision for exhaust fan

7. **Lift:** Lift for old persons and Stretcher of approved Company

8. **Electrical:**

a. PVC conduit, pressed copper wiring

b. 15 & 5 Amp. Points in each room living room, bedrooms, toilets and kitchen. PVC protection elastic fuse Plugs during wiring

c. MCB make of approved Co. to be installed in all Flats. Three of Blocks.

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

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10. **CCTV Surveillance** – security cameras to be installed inside and behind of the Building and the vacant area on the first floor of the project

a. Electrical Cabling (B.E point at every place of residential flat)

b. Universal Telephone point in living place

c. Common lighting, street lighting etc. to be provided to be installed

11. **Special Features**

a. Common Staff toilet at ground floor

b. Sump in the well and overhead tank will be provided

c. Good treatment for water proofing on the Roof

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON EASEMENTS)

1. The right, easement, quasi right of access in common with the Landowner and its employees and/or other occupiers of the and buildings at all times and for all purposes connected with the use and enjoyment of the staircases, corridors, electrical meter cabinets, landings, lobby, common toilets, drain, gate of the buildings and premises, roof, terrace, the passage leading to the premises and the vacant area and except the reserved car parking space in the passage

2. The right, way or the easement or quasi easement at all times and for all purposes connected with the reasonable use and enjoyment of the

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said Flat and over and along with the driveway and airway comprised in the said building;

3. The right of protection of the said Flat and its roof from all acts of the building or the Flat may protect the same.

4. The right of passage to residential water and electricity and soil from and to the said Flat or Flats through pipes, drains, wires and conduits or being in under through or over the said building and premises for the purpose of repairing or cleaning any parts of the said Flat and so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. The expenses for maintenance operating whole decorating, repairing, changing or replacing of electrical reinstating and cleaning, painting of the common facilities. The outer walls of the buildings parking space boundary walls elevators, roof foundation work, main gate landings, fire hydrants, water and sanitary pipes, gas pipes etc and all other spaces and installations for common use.

2. Cost of periodically recharging servicing maintaining and renewing of any signal for electrical gas equipment equipment and other plants and appliances in the building.

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

1. Land on which the building is located and all easement rights, and appurtenances belonging to the said land and the building.

2. Staircases 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 and entry.

8. Water pump water tank water pipes and other common plumbing installations.

9. Electrical substation, electrical wiring meter room, generator room and fitting.

10. Water and sewage evacuation pipes from the Units to drains and sewers common to the building.

11. Drainage sewers and pipes from the building to the Rajpur Sonepur Municipality drainage.

12. Pump room and gate.

13. Boundary walls and main gates.

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14. Ventilation shaft

15. VRV VRF System, if installed

16. Shell, other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said Building, as are necessary for passage to, use and enjoyment of the unit as common and as are specified by the Developer expressly in the relevant part of other portion of the Building;

AND WHEREAS, in order to develop the said land property mentioned in the First Schedule hereinbefore in terms of the instant Agreement the **WE,** the **LANDOWNERS FIRST PART** hereinabove **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 act and execute the following acts on our behalf:

1. To hold and detend possession of the said premises and every part thereof and not to suffer to do, have possession, Period from time or to any person or persons occupying the same or claiming to possess the same and also to manage, maintain and repair the said premises and every part thereof.

2. To demand, receive and recover all rents, donations, premiums and other sums payable by, claims, losses, damages, costs, charges, expenses, Municipal Taxes and Rates and Statutory dues or moneys recoverable in respect of the said premises or any part thereof, any share or shares thereof, from the occupiers, 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 actions, distresses or otherwise to recover any rents or profits or arrears in respect of the said premises from and from any time or

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assignees of the assignees of the said premises or any part or parts thereof and to grant such, except and the reserve Crown lease without making any liable which shall be by reasonable the persons private and trustees

3. To pay all rents and taxes, charges, expenses and other outgoings whatsoever payable for or in respect of the said premises or any portion thereof or any undivided share or shares therein and to insure and keep the same against loss or damage by fire and or other risks as be deemed necessary and or desirable by the said Attorneys and to pay all premium for such insurance

4. To sign and give receipts to any occupier of the said premises or any person or persons or any portion thereof for rent or in respect of to date any arrears or to make remedy and breach of covenant and for any other purpose whatsoever

5. To enter upon the said premises and every part thereof as be deemed to view the state of repairs thereof and to require any occupier liable to pay such arrears or to remedy any breach of covenant or any nuisance

6. To execute and sign and to vary any Agreement, Sale Deed except Transfer, Deed of Lease, Declaration and to Convey or Transfer Agreement or any other document relating to the said premises or any part thereof and to exercise any right to resume arrears in any manner under such covenants or under Notice to quit, Deed to exercise such rights and obligations

7. To agree and prosecute and if necessary proceed against in the court of law against all trespassers on the said premises or any part

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Thereof for taking possession and to take appropriate steps whether by action or distress or otherwise and to abate all nuisances and for such purpose and allocations or arrangement with the tenants.

8. To appoint and terminate the appointment of Architect and to get prepared plans for demolition, reconstruction and or reconstruction of and or additions and or alterations 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 Licence, permission or consent as required by law in connection with management of the property or properties mentioned in Schedule hereunder.

10. To attend meetings or separately or jointly in the Revenue or Settlement Courts or Competent Authorities and sign all applications or depositions in hearing and swear Affidavits or Letters to Commissioner or any other purpose in our name and on our behalf.

11. To appear for and represent before the Board of Revenue, Commissioner and Divisional Settlement Officer, any Magistrate Judge, Munsiff, HRIDP Officer, any Magistrate, Judge, Munsiff, Settlement Officer, Kolkata Municipal Corporation, Insurance Tenant, CMDA, Fire Brigade, Commissioner of any Division or Municipal and Bangladesh to relate to the affairs.

12. To appear before and execute all formalities to submit plan, before the Rajpur Sonarpur Municipality.

13. To use, free, obtain, attention for permit plan and or alteration and

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[illegible] and to take delivery of the same and [illegible] orders and permissions from the necessary authorities including the Rajam Srikakulam Municipality for expedient for satisfactory and/or construction and/or alterations or alterations and also to submit and take delivery of plan details concerning the said premises documents as be required by the necessary authorities

14. To build upon and expend money on the said premises by making constructions at his cost or buildings, [illegible] and so that to arrange by to take down demolish structure of whatsoever nature existing thereon as may be considered in future

15. To appoint any Contractor Sub-Contractor for construction work or building labourer and to cancel the same and engage new contractor to be done by his own discretion as from the time to time as necessary

16. To apply for and obtain such certificates permissions and clearance including except to be 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 Town Planning and Rural as may be required for execution and/or Registration of any Sale Deed except Land Revenue allotment, Agreement, mortgage deed or other documents or transfer in compliance with the terms of the Development Agreement executed hereinbefore concerning the said premises and also to appear before and sign and submit all papers and [illegible] all papers and documents and make representations to the necessary authorities for getting such permission and/or permissions.

17. To negotiate on terms for and to agree and to sell the said

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space spaces with flats and/or proportionate land to be lying or situate with common spaces and/or parking space spaces shown on the sketches to any Purchaser or Purchasers either for spaces proportionate share of land and/or space with super structures and/or flat or flats at such price which the said Attorney in his absolute discretion thinks proper.

18. To collect the maintenance charges service charges or whatsoever charges from the intending Purchaser or Purchasers to be Purchasers in

19. To grant sign and to enter into any Agreement or Agreements with any prospective Firm or Company for sale or sales of flats or spaces with super structures or the proportionate share of land and/or spaces and equivalent the same with the intending Purchaser or Purchasers in compliance with the terms of the Development Agreement coupled herewith.

20. To receive from the Intending Purchaser or Purchasers and to give receipt assets 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 purchasers or purchasers.

21. Upon such receipts as aforesaid and as and when and 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 spaces with super structures and/or flat flats spaces proposed to be constructed and maintenance and easement rights of the common areas of the proposed scheme of space flat accommodation shown or

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Said in favour of the Purchaser or Purchasers or their nominee or nominees or said Attorney also to sign a vendor in the Conveyance or Conveyances of the premises sale if the said Attorney - receive and acknowledge the advance and/or housing 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 pay and reserve all other costs, instruments and assurance which he shall consider necessary and to enter into and sign such covenant and condition as may be required for fully and effectually conveying the said proportionate share of land Flat Cars, Car space together with the easement right of the common passage as mentioned to personally present.

23. To prepare and execute - draft, enter into, notify cancel, alter, draw, approve, present of Development allotment for registration and admit registration of all papers, documents, deeds, contracts, agreement, tenancy Agreement, Surrender Deed, Cancellation Deed, Nomination Deed, Rectification Deed, Declaration, Affidavit, application, requisition and other instruments as may or may be required to be so done for or in connection with all or any of the powers herein contained including sale, assignment, mortgage and/or rent and license, pertaining of the said premises and every or any part thereof and the termination of all or any rights or occupancy, lease and/or engagement by any person or persons whatsoever and also in connection with observing, building and performing all the terms, conditions and covenants which are to be observed, fulfilled and performed under the terms of the agreement

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Agreement inspired by people

24. To continue, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings and demands 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 of Employ, use evidence and compromise refer to Arbitration adjudication, submit to judgement or behave submission in any such action or proceedings as aforesaid before any Court Civil or Criminal or Revenue including the Rent Controller, District Court and Small Causes Court.

25. To appear and represent before any court including Hon'ble High Court and the Tribunals for and on our behalf and to appoint and engage Advocates for instructions or defend or any such proceedings or matter of law and to sign all plaints, petitions, petitions, written statements, etc., and to Plead and attestation on our behalf and to demand, receive, appoint Lawyers and to pass fees and charges and sign the Vakalatnama on our behalf for the purpose of the same in respect of the said property described in the Schedule hereunder.

26. To receive any payment and to deposit all income including the Court Fee, Stamp Duty, Registration Fees, receive refunds and to 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 any complex Solicitors, Accountants, Mukhtiars and to delegate 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

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and to receive compensation payable in respect thereof and also to grant valid receipts and discharges thereof.

29. To appear and represent to before all authorities under the Development Agreement and give necessary signature as be required for all or any of the purposes herein contained.

30. To attend before the Rajpur Sonarpur Municipality and/or other Authorities regarding the Tax Assessment or any other matter relating to the said Premises or any portion thereof or any undivided share or shares thereof.

31. To observe fulfil and perform all the terms, conditions and obligations on the part to be observed fulfilled and performed under the said Development Agreement and to exercise all other rights given.

32. To appoint and or terminate the appointment from time to time and to revoke either wholly or partly any substitute or substitutes to exercise all or any of the authorities herein above contained.

33. This Power of Attorney is related and ancillary to covenants of Development Agreement executed between the Landowners Principals, the Developer Attorney and the Attorney Developer parties.

34. The Power hereby granted shall be deemed to be a power of the Development Agreement coupled with an interest in terms of Section 202 of the Indian Contract Act and shall be irrevocable only for the Development of the said property mentioned in Schedule hereunder and construction of the proposed building and Agreements for Sale and Sale

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Deeds in respect of the said premises.

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

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

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

1. [illegible]
Mahamayapur School Road,
Garia, Kol-84

2. Debabrata Mazumder
157, Garia Station Road,
Kol-84

Sudipta Chanda.

Sudipa Chowdhury Chanda
Sibani Chanda

SIGNATURES OF FIRST PART

Drafted by:-

Soma Chakraborty
SOMA CHAKRABORTY
Advocate.
Baruipur Civil Court
WB - 2618/99

GANGULY EVEGA DEVELOPERS LLP
Designated Partner

SIGNATURE OF THE DEVELOPER

Due to sudden injury of the Ring & middle finger of the left hand she could not impressed & unable to give finger impression.

Soma Chakraborty

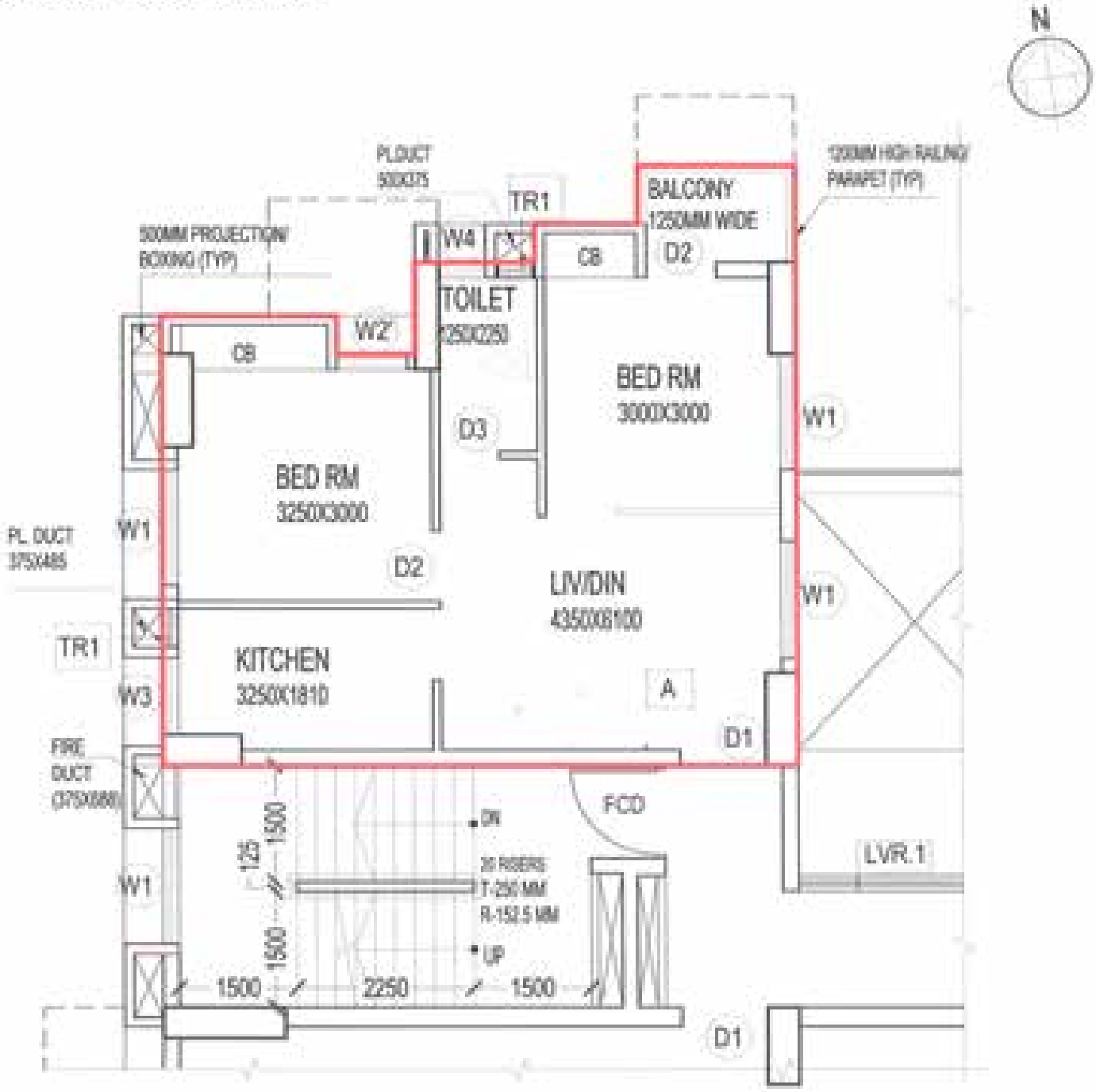
23 JUL 2022

NAME OF THE PROJECT -: 4 SIGHT FLORENCE (PHASE-III)

PLAN SHOWS THE FLAT NO. 11A OF 11TH FLOOR (NORTH WEST FACING) AT HOLDING NO. 96, WEST MAHAMAYAPUR, WARD NO.28, UNDER RAJPUR SONARPUR MUNICIPALITY, P.S.- NARENDRAPUR (PREVIOUSLY SONARPUR), DIST. 24 PARGANAS (S).

COVERED AREA OF FLAT : = 571 SFT.

SUPER BUILT UP AREA:=771 SFT.



11TH FLOOR PLAN

Sudipta Chanda Sibani Chanda.

Sudipa Choudhury Chanda

SANGULY EVERS DEVELOPERS LLP

Designated Partner

Office of the Dist. Sub-Registrar-III
Cherry Day Garden
Hyderabad

DISTRICT REGISTRAR OFFICE
SOUTH WEST, ALIPORE

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SPECIMEN FORM FOR TEN FINGER PRINTS

Sudipta Chowdhury

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Sudipa Chowdhury Chanda

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Sikhani Chanda

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Photo

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

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SPECIMEN FORM FOR TEN FINGER PRINTS

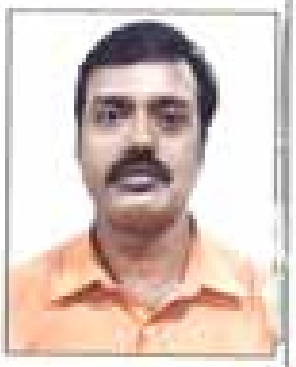
PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

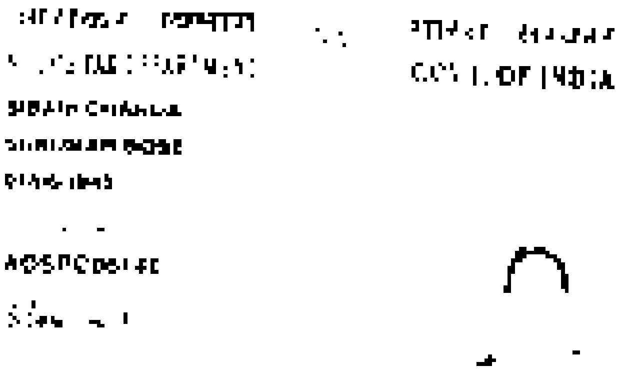
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

23 JUL 2022



[illegible]

INCOME TAX DEPARTMENT

[illegible]

GOVT. OF INDIA

[illegible]

[illegible]

[illegible]

[illegible]

Office of the Dist. Sub-Registrar (III)

आयकर विभाग भारत सरकार

INCOME TAX DEPARTMENT GOVT. OF INDIA

[illegible]

[illegible]

SUDIPA CHOUDHURY [illegible]

[illegible]

[illegible]

Office of the Dist. Sub-Registrar-III
(Sadar) Alipore
24 Pergana, Alipore

আধার

ভারত সরকার

Government of India

3253 3144 4397

আমার আধার, আমার পরিচয়

3253 3144 4397

আমার আধার, আমার পরিচয়

Office of the Dist. Sub-Registrar-III

?

3878 9388 0655

3870 9388 0656

Office of the Dist. Sub-Registrar-III

GANGULY EVITA DEVELOPERS LLP

Designated Partner

Office of the Dist. Sub-Registrar-III

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

AMIT GANGULY
BANGIT GANGULY
[illegible]

[illegible]

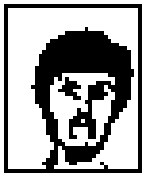
Office of the Dist. Sub-Registrar-III
Dist. 24 Parganas (South)

भारत निर्वाचन आयोग

भारत का

ELECTION COMMISSION OF INDIA

IDENTITY CARD



Seal of the Dist. Sub-Registrar-III

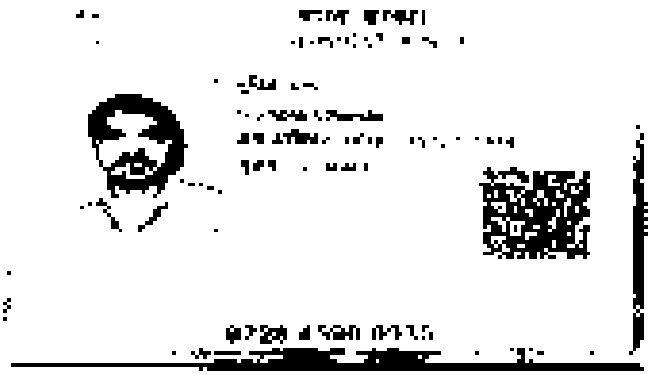
ASPECT7SHM

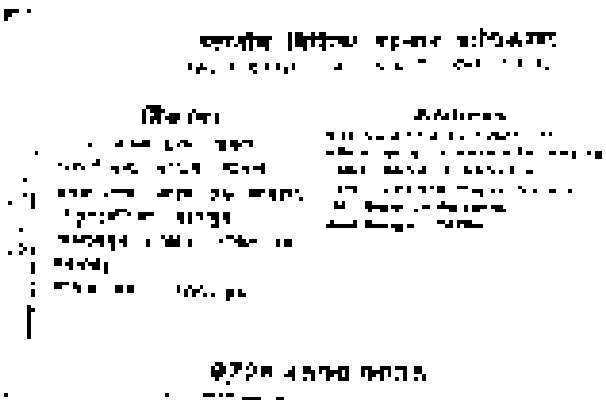
SUGMITA CHANDRA

RAJIB CHANDRA

23-01-1978

Office of the Dist. Sub-Registrar
South 24-Parganas, Alipore





Office of the Dist. Sub-Registrar(II)
(सदर) 24 परगना
24 Pgs. (S)

Major Information of the Deed

Deed No :	I-1603-11388/2022	**Date of Registration**	25/07/2022
Query No / Year	1603-2002204164/2022	**Office where deed is registered**	[illegible]
Query Date	20/07/2022 11:10:51 AM		[illegible] South 24 Parganas

Applicant Name, Address & Other Details [illegible]

Transaction

[0110] Sale, Development Agreement or Construction agreement

Additional Transaction

[4002] Power of Attorney, General Power of Attorney [illegible] Property, Declaration [illegible]

Set Forth Value

[illegible]

Market Value

[illegible] 15,45,8[illegible]

Stamp Duty Paid SD1

[illegible]

Registration Fee Paid

[illegible]

Remarks [illegible]

Land Details :

[illegible]

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
[illegible]	[illegible]	[illegible]	Bastu	[illegible]	[illegible] Dec	[illegible]	[illegible]	Width of Approach Road: [illegible]
[illegible]	[illegible]	[illegible]	Bastu	[illegible]	[illegible] Dec	[illegible]	[illegible]	Width of Approach Road: [illegible]
		TOTAL :			1.9Dec	0/-	15,45,873/-	
	Grand Total :				1.9Dec	0/-	15,45,873/-	

[illegible]

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Smt SIBANI CHANDA** Wife of Late SAJAL CHANDA GURUSADAY DUTTA ROAD , RABINDRA SARANI, City:- Not Specified, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734006 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AOxxxxxx4E, Aadhaar No: 32xxxxxxxx4397, Status :Individual, Executed by: Self, Date of Execution: 23/07/2022 , Admitted by: Self, Date of Admission: 23/07/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/07/2022 , Admitted by: Self, Date of Admission: 23/07/2022 ,Place : Pvt. Residence
2	**Shri SUDIPTA CHANDA** Son of Late SAJAL CHANDA SWARUP APARTMENT , GARIA STATION1ST LANE , TENTULBERIA, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ADxxxxxx4M, Aadhaar No: 97xxxxxxxx9935, Status :Individual, Executed by: Self, Date of Execution: 23/07/2022 , Admitted by: Self, Date of Admission: 23/07/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/07/2022 , Admitted by: Self, Date of Admission: 23/07/2022 ,Place : Pvt. Residence
3	**Smt SUDIPA CHOUDHURY CHANDA** Daughter of Late SAJALENDU CHANDA ANDHARU PARA , ENGLIH BAZAR , MALDA, City:- Not Specified, P.O:- ENGLISH BAZAR, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:-732101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AGxxxxxx4E, Aadhaar No: 38xxxxxxxx0656, Status :Individual, Executed by: Self, Date of Execution: 23/07/2022 , Admitted by: Self, Date of Admission: 23/07/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/07/2022 , Admitted by: Self, Date of Admission: 23/07/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**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.:: AAxxxxxx9M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Shri AMIT GANGULY (Presentant)** Son of Late RANJIT GANGULY 174 , 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.:: Alxxxxxx8R,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : GANGULY EVERA DEVELOPERS LLP (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
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			

[illegible] BAN CHANDA Smt. SUBHRA CHANDA Smt. [illegible] CHOUDHURY CHANDA [illegible] CHOUDHURY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt. S BAN CHANDA	GANGULY EVERA DEVELOPERS LLP C 262333 Dec
2	Smt. SUBHRA CHANDA	GANGULY EVERA DEVELOPERS LLP C 262334 Dec
3	Smt. [illegible] CHOUDHURY CHANDA	GANGULY EVERA DEVELOPERS LLP C 262335 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt. S BAN CHANDA	GANGULY EVERA DEVELOPERS LLP C 27 Dec
2	Smt. SUBHRA CHANDA	GANGULY EVERA DEVELOPERS LLP C 27 Dec
3	Smt. SUBHRA CHOUDHURY CHANDA	GANGULY EVERA DEVELOPERS LLP C 27 Dec

Endorsement For Deed Number : I - 160311389 / 2022

On 20-07-2022

Certificate of Market Value(WB PUVI rules of 2001)

[illegible]

Debasish Dhar

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

On 25-07-2022

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

[illegible]

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

[illegible]

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

[illegible]

Debasish Dhar

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

On 25-07-2022

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

[illegible]

[illegible]

Payment of Fees

[illegible]

Payment of Stamp Duty

[illegible]

Debasish Dhar

DISTRICT SUB REGISTRAR

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

South 24-Parganas, West Bengal

[illegible]

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 410097 to 410159

being No 160311388 for the year 2022.

Digitally signed by Debasish Dhar
Date: 2022.07.27 13:30:01 +05:30
Reason: Digital Signing of Deed

(Debasish Dhar) 2022/07/27 01:30:01 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)