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I certify that the document is under the registration. The signature sheets on the registration are being attached with this document. ✓

District Sub-Registrar
Alipore, South 24 parganas

18.10.22

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

THIS DEVELOPEMENT AGREEMENT with POWER OF ATTORNEY is made on the ...17th... day of ...October..., 2022 (Two Thousand Twenty Two)

BETWEEN

SL. NO. 740 DT. 14/10/22

NAME.....

ADDRESS.....
S. C. MAZUMDER (ADV)
ALIPORE POLICE COURT
KOLKATA-700027

RS. 100/-



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

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GANGLY EVERADVELOPERS LLP

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(Designated Member)



12219

Salvata Datta



12220

Sanjay Datta



12221

Dipan Kar Dutt, 12226



Office of the Dist. Sub-Registrar
ALIPORE
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Identified by me
Swarnip Mandal
S/o Sujat Mandal
Kochur, Purnea, Jharkhand.

1) SMT. SUBRATA DUTTA (PAN AIAAPD1353D) (ADHAAR NO. 6485 1892 7347), 2) SRI SANJAY DUTTA (PAN BICZPD08282P) (ADHAAR NO. 9260 7580 3331) and 3) SRI DIPANKAR DUTTA (PAN CDYPD0050J) (ADHAAR NO. 8510 0779 1877) all sons of Late Sadhangshu Kumar Dutta, by birth, Hindu, by occupation- Business, by nationality- Indian, residing at M-26, Praetika, Mahamayapur, Garia, P.S.- Narandrapur, Ropar- Sonarpur Municipality, Kolkata-700084, hereinafter jointly called and referred to as the **LANDOWNERS/PRINCIPALS** (which term or expressions 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-

MS GANGULY EVERA DEVELOPERS LLP (PAN AATFG9509M) a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 48ight Prestige, 159, Garia Station Road, P.O.- Garia, P.S.- Narandrapur, Kolkata-700084, and represented by its Designated Partner **SRI AMIT GANGULY** (PAN - AIEPC3716B), son of Late Ranjit Ganguly, by birth- Hindu, by Nationality- Indian, by occupation- Business, residing at 171, Garia Station Road, P.O.- Garia, P.S.- Narandrapur Kolkata-700084, herein referred to as the **DEVELOPER/ATTORNEY** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in office nominee or nominees and or assigns) of the **OTHER PART**;

WHEREAS the **LANDOWNERS/PRINCIPALS** herein are the joint owners and seized and possessed of **ALL THAT** land measuring an area of about 8

Identified



chittaks 10 sq. ft. be the same or a little more or less which has been more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS Sambhu Kumar Ghosh while being the owner of the land measuring about 6 cottaks in U.S. Dag No. 429, U.S. Khatian No. 650, Mouza-
Kachans Fortabad, sold the same to Suruchi Bala Dutta, wife of Satyendra
Mohan Dutta by virtue of a Sale Deed registered on 29.09.1961 before Sub-
Registrar Barpeta and recorded in Book No. 1, Volume No. 95, Pages 122 to
124, Beng No. 7752, for the year 1961;

AND WHEREAS after purchasing the said land measuring about 6 cottaks,
said Suruchi Bala Dutta gifted the land measuring about 1 cottak 7 chittaks
27 sq. ft. to his middle son Himangshu Kumar Dutta by virtue of a Gift Deed
registered on 06.07.1982 before District Registrar, Alipore and recorded in
Book No. 1, Volume No. 226, Pages 258 to 264, Beng No. 9389, for the year
1982 and thereafter on 12.05.1983 said Suruchi Bala Dutta gifted another
land measuring about 1 cottak 4 chittaks 20 sq. ft. to his youngest son
Sudhanshu Kumar Dutta, by virtue of a Gift Deed registered before District
Registrar, Alipore and recorded in Book No. 1, Volume No. 191, Pages 255 to
260, Beng No. 6807 for the year 1983;

AND WHEREAS after the demise of Suruchi Bala Dutta in the year 1994,
her 3 (three) sons namely Sudhanshu Kumar Dutta, Himangshu Kumar
Dutta, Sankarshu Kumar Dutta and 3 (three) daughters namely Smt. Gita
Ghosh, Smt. Sabita Bhownick and Smt. Rakata Ghosh or Krishna Ghosh
jointly inherited the rest of the land left by Suruchi Bala Dutta i.e. 3 Katta 4
Chittaks 43 Sq. ft. hereinafter referred to as the said land;

AND WHEREAS Sudhanshu Kumar Dutta after the demise of his mother
Suruchi Bala Dutta in the year 1994, inherited 1/3rd undivided share of



remaining land measuring about 3 Katha 3 Chittrak 13 Sq ft. left by his mother Suresh Babu Dutta i.e. 08 chittrak 30 sq ft.

AND WHEREAS said Sudhanshu Kumar Dutta while possessing the said land died intestate leaving behind his wife Smt. Gauri Dutta and four sons namely 1) Subrata Dutta 2) Sri Sanjay Dutta 3) Dipankar Dutta and 4) Jayanta Dutta who jointly inherited the land left by Sudhanshu Kumar Dutta i.e. 08 chittrak 30 sq ft. land.

AND WHEREAS the said Smt. Gauri Dutta and Jayanta Dutta gifted their share i.e. 03 chittraks 21 sq ft. to 1) Subrata Dutta 2) Sri Sanjay Dutta and 3) Dipankar Dutta the land owner herein on 01.12.2020 by a Registered Deed of Gift registered before A.D.S.R. Garia and recorded in Book No. 1, Volume No. 1629, Being No. 04106 for the year 2020 and thus by virtue of the said deed of gift 1) Sri Subrata Dutta 2) Sri Sanjay Dutta and 3) Sri Dipankar Dutta the landowners herein became the joint owners of 08 (eight) Chittrak 30(thirty) sq ft.;

AND WHEREAS, thus the said 1) Sri Subrata Dutta 2) Sri Sanjay Dutta and 3) Sri Dipankar Dutta, while jointly possessing their share in the said land with his other co-shares viz. Sri Himadri Sekhar Dutta and Sitanshu Kumar Dutta entered into a Development Agreement dated 16.12.2020 with **M/S GANGULY EVERA DEVELOPERS LLP**, having its registered office at 4Sigma Prestige, 159, Garia Station Road, P.O. Garia, P.S. Navindrapur, Kolkata 700084 (hereinafter referred to as the 'earlier Developer', which was registered in the office of the of the A.D.S.R. Garia and recorded in Book No. 1, CD Volume No. 1629-2020, pages 160062 to 160027, Being Deed No. 1629-04615 for the year 2020. They also executed a Development Power of Attorney in favour of said **M/S GANGULY EVERA DEVELOPERS LLP** which was registered in the Office of A.D.S.R.



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Garis and recorded in Book No. 1, CD Volume No. 1629-2020, pages 165644 to 165681 Being Decd No. 04621 for the year 2020;

AND WHEREAS, the said landed property after amalgamation with other plots is now distinguished as Rajpur-Sonarpur Municipality Holding No. 96, West Mahamayapur, Ward No. 28, Kolkata - 700084;

AND WHEREAS, said Developer on behalf of all landowners of the said holding, obtained a building Plan sanctioned by the Municipality bearing Sanction Plan No. 57 CB 28 20 Dated 18-08-2021 of the proposed building project.

AND WHEREAS, meanwhile said Hemadri Sekhar Datta died intestate on 29-10-2021 leaving behind his wife Balaka Datta one Son Uttamko Datta and one daughter Sanyal Datta as his only legal heirs who inherited the share of said Hemadri Sekhar Datta.

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 - I 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 1) **SRI SUBRATA DUTTA (PAN AHAPELMM (AIHAAR NO. 6458 1892 7347), 2) SRI SANJAY**



DUTTA (PAN BKZFD8282P) (ADHAAR NO. 9260 7980 3331) and (3) **SRI DIPANKAR DUTTA** (PAN CBYFD1050J) (ADHAAR NO. 8510 4779 1877) all sons of Late Sudhanshu Kumar Datta, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at - M 26, Prantika, Mahamayapur, Garia, P.S. Narendrapur, Rajapur- Sonarpur Municipality, Kolkata 700084.

- 1.2 DEVELOPER** : shall mean **M/S GANGULY EVERA DEVELOPERS LLP** (PAN AATFG9509M) a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 48ight Prestige, 174, Garia Station Road, P.O. Garia, P.S. Narendrapur, Kolkata 700084, and represented by its Designated Partner **SRI AMIT GANGULY** (PAN AATFG61746R), son of Late Ranjit Ganguly, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at- 174, Garia Station Road, P.O. Garia, P.S. Narendrapur Kolkata 700084.
- 1.3 SAID PREMISES** shall mean ALL THAT piece and parcel of the land measuring an area of about 08 Chittaks 30 Sq. ft. 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 Rajapur-Sonarpur Municipality Building Department or certain variation/deviation thereof, subject to regularisation by the Municipality.



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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 LANDOWNERS FIRST PART ALLOCATION :** shall mean and include
- a) Flat No. 12A on the Twelfth Floor measuring 571 sq. ft. of built up area,



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b) Flat No. 13A on the Thirteenth Floor measuring 571 sq. ft. of built up area and

c) Flat No. 14A on the Fourteenth Floor measuring 571 sq. ft. of built up area.

as per sanction Plan for the use and enjoyment of the Landowners together with the common areas including roof and other facilities, amenities along with undivided proportionate share or interest of the Land;

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

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, roof 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.

1.11 COMMON EASEMENT shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements, obligations and duties of like nature of the other units in the said buildings or building in



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in 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, maintenance, upkeep, repair 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 an occupier thereof and particularly described in the **SIXTH SCHEDULE** hereunder written.

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

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

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.



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- 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 heretofore 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

LANDOWNERS FIRST PART RIGHTS & REPRESENTATIONS -

- 3.1 The Landowners First Part are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the land measuring 8 catthaks 30 sq. feet, more fully particularly described in the **FIRST SCHEDULE** hereunder written.
- 3.2 Except the Landowners First Part and their legal heirs and successors, no other person or persons have any claim or interest and no 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.



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- 3.4 The said premises is free from all encumbrances, charges liens, dependences, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5 There is no Third Tenants in the said premises
- 3.6 There is no Temple, Mosque, dholitor or burial ground on the said premises
- 3.7 The Landowners herein are getting alternative accommodation charges per month from the Developer which he will be entitle to get till the date of resuance of notice for taking possession of the said Landowners' Allotment
- 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 therein. 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.
- 3.9 The Landowner will pay at the time of delivery of possession to the Developer the amount of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand) only if they sales their above mentioned flat individually to any third Party towards reimbursement of cost for installations of generators, common electric meter, transformer (if required), individual electric meter etc.



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**ARTICLE- IV
(DEVELOPER'S RIGHT)**

- 4.1** The Landowners First Part hereby grant subjects to what have herein been provided, an exclusive right to the Developer to 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-Sonarpur, Building Department.
- 4.2** All application, Building plans and others 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-Sonarpur Municipality and other authorities shall be borne and met by the Developer **PROVIDED HOWEVER** that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer in connection therewith.

ARTICLE -V-TITLE DEEDS

- 5.** That subject to proper receipts, 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,



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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 instant Agreement and which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

ARTICLE -VII-PROCEDURE

- 7.1 The Landowners 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 pressing up the matter with the Rajpur Sonarpur 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) months** from the date of this 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 Landowners of total land 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.



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- 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 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 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 Landowner's to any Third Party, the Purchasers 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 at the said premises in accordance with the Building Plans with good and standard quality materials as may be specified by the Architects from time to time. However, the Developer shall be obliged at its own costs, to construct, erect and complete the portion of the Land Owner's allocation in the New Building or Buildings at the said premises with good and standard materials as specified in the **FOURTH SCHEDULE** hereunder written.



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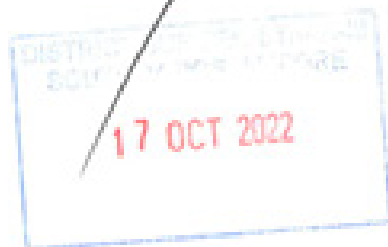
- 9.2** The Landowners First Part shall be entitled to inspect the work of construction of his allocation during the construction of the said proposed new building or buildings of the said premises.
- 9.3** The quality of the materials to be used by the Developer in construction of the New Building or 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 interest, penalties with respect thereto and out-of-pocket expenses including reasonable attorneys and accountant's fees & disbursements that have arisen against the Landowner First Part due to any non-compliance of relevant statutes, laws, by-laws by the Developer in the course of development of the project. Further the Developer 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 Allotments in the building or buildings and if there be no dispute regarding 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 allotment, payable in respect of the said Landowner First Part allotment by the Landowner First Part.

- 10.3 As and 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 @ Rs. 2.50/- 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 allotment, 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 bulk collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings,



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water fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation renovation replacement repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or 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 usable Allocation together with indivisible rights in common areas and facilities as stated herein.

ARTICLE XI COMMON RESTRICTIONS



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- 11.1 The Landowners 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 common benefits of all occupants of the new building or buildings.
- 11.2 The Landowners 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 purpose 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 keeps 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



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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 parties hereto shall not do or cause or permit to be done any act or thing which may render void and 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 items/materials shall be kept by the Landowner First Part or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused the Developer or the Executor, as the case may be shall 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 portions of the new building or buildings.



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11.9 The Landowners 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 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 Landowners 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 Landowners First Part shall have the right to supervise the construction of the new building or buildings at the said premises personally.

12.2 The Landowners First Part hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building or buildings 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.



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- 12.3** The Landowners First Part hereby agree and covenant 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 Landowners 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 intending purchasers
- 12.5** The Landowners First Part shall actively render at all times aid in operation 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 Landowners First Part of the Landowners First Part allocation, the Landowners 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 in the building
- 12.7** In case Developer needs to amalgamate the First Schedule land with any other adjacent land for betterment of the project, the same will be allowed without any objection and claim thereon by the Landowner First Part.
- 12.8** The Landowners First Part shall pay to the WBSIEDCL for installations of individual electric meter when required



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12.9 That the Landowners 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.

ARTICLE XIII- OBLIGATIONS OF THE DEVELOPER

13.1 The Developer hereby agrees and covenants with the Landowners 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 sanction plan within a period of 48 (Forty Eight) months from the date of this Agreement 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 Landowners First Part not to transfer and/or assign the benefits



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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 compensate the Landowner herein for the delay.

ARTICLE XIV - LAND OWNER'S INDEMNITY

- 14.1** The Landowners 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 in its part to be observed and performed.
- 14.2** The Landowners 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 Landowners 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.



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15.2 The Developer hereby undertakes to keep the Landowners First Part indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said 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 Landowners First Part and various applications and other documents may be required to be signed or made by the Landowners 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 to 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



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Landowner shall neither have any liability nor be responsible for repayment of such loan. It will be the sole responsibility of the Developer to re-pay such loan liability.

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 Landowners 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.

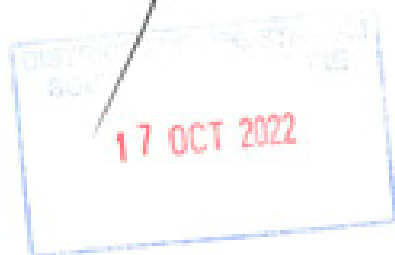
16.4 As and from the date of handing over possession of Landowner's allocation to Landowner in the new building or buildings, the Developer and/or its transferees and the Landowners First Part and/or his transferees shall each be liable to pay and bear proportionate charges on account of applicable taxes 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.

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, "Fores-Majure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air-rail, 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, new and or changes 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 BLERO, 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

ALL THAT piece and parcel of the land measuring 08 chittaks 30 Sqft.Basic land with 100 sqft. tiles shed structure within District 24 Parganas (South), Police Station- Narendrapur (erstwhile Sonarpur), Sub Registry Office- Garia (erstwhile Sonarpur), Mouza- Barhans (artabad, J.L. No. 47, R.S. No.- 7, Touzi No. 109, R.S. Dag No. 629 under R.S. Khatian No. 650, Rajpur-Sonarpur Municipality, Portion of Holding No. 96, West Mahomayapur, Ward No 28, Kolkata - 700084 and the land is hanted and bounded as follows :-



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ON THE NORTH : By R.S. Dag 1428 & 6' wide Common Passage;

ON THE SOUTH : By R.S. Dag 604;

ON THE EAST : By R.S. Dag 630;

ON THE WEST : By R.S. Dag 1874;

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

ALL THAT three numbers of the residential Flats bearing

- a) Flat no. No. 12A on the Twelfth Floor measuring 571 sq. ft. of built up area,
- b) Flat No. 13A on the Thirteenth Floor measuring 571 sq. ft. of built up area and Flat No. 14A on the Fourteenth Floor measuring 571 sq. ft. of built up area, as per section Plan for the use and enjoyment of the Landowners together with the common areas including roof and other facilities, amenities along with undivided proportionate share or interest of the Land subject to future Partition amongst the Land Owners).

The Flats are shown in the Plans Maps 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 shall mean and include the remaining built up area of Flats, commercial areas and car-parking spaces as per the Building



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sanctioned Plan for the new building or buildings together with roof and the common facilities which shall absolutely belongs to the Developer after providing for the Landowner Allocation to the Landowner as aforesaid under this Developers 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 ISI brand.
- 2. Walls-**
 - a. Plaster of Paris in the interiors of the walls and ceiling.
 - b. Attractive external finish with ISO grade quality cement paint like Weather Coat.
- 3. Doors- Main door should be polish finish flush door.**
 - a. Aluminium sliding windows with large glass panes (French window if required).
 - b. Door frames of Sal wood.
 - c. Solid core commercial but 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 Doorset or ISI mark.
- 4. Floorings-**



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Flooring – Vitrified tiles of reputed company drawing dining 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 500 mm from cooking counter top.
 - b. Kitchen working table counter top with granite to be used.
 - c. Provision for exhaust fan.
- 6.** **Bathrooms:-**
 - a. Coloured designed ceramic tiles up to 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.
- 7.** **Lift** – Lift for all co-owner and should be of reputed Company.
- 8.** **Electrical:-**
 - 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.

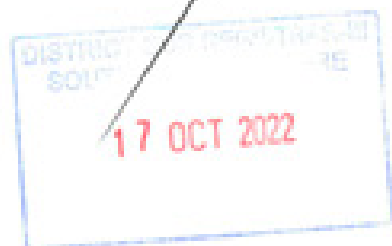


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- c. M.C.B. make of reputed Co. to be installed in all Flats, floors of Blocks.
- 9. **Interroom facilities** to be installed and to be interconnected to all the flats and security office.
- 10. **CCTV Surveillance** security system to be installed inside all lobbies 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 on ground floor.
 - b. Deep tube-well and overhead tank will be provided
 - c. Root treatment for water pooling on the Roof

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

- I. The clear an 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 buildings 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 repairing or cleaning any parts of the said flat unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry

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

1. The expenses for maintenance, operating while 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 loadings deep tube well, 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, Lift-well, Lift machine installation, Lift machine room.
5. Common passage and lobby on the ground floor excepting for parking space area if any.
6. Water pump water tank water pipes and other common plumbing installations.
7. Electrical substation, electrical wiring meter room generator room and fittings.
8. Water and sewage evacuation pipes from the Units to drains and sewers common to the building.
9. Drainage, sewers and pipes from the building to the Rajpur Sonarpur Municipality drainage.
10. Pump room if any.
11. Boundary walls and main gates.



12. Ventilation duct
13. VRF VRF System, if installed.
14. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

AND WHEREAS, in order to develop the said landed property mentioned in the First Schedule herein before in terms of this instant Agreement the **I**, the **LANDOWNERS FIRST PART** herein as **PRINCIPALS** 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:

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



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more of the occupants licensees purchasers of the said premises or any portion or portions thereof and to raise bills and grant, valid, receipt and discharges 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
5. To enter upon the said premises and every part thereof as be desired to view the state or repairs thereof and to require any occupier licensees purchaser as a result of such view to remedy any want of repairable any nuisance
6. To enforce any covenant in any Agreement, Sale Deed except Landowner's allegation, 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



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thereof for taking possession and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and for such to enter into all contracts or arrangement with the trespassers.

8. To appoint and terminate the appointment of Architect and to get prepared plans for demolition, construction and or re-construction of and or additions and or alteration to any new or existing Building or Buildings or Structures on the said premises or any portion or portions thereof.
9. To make sign and verify all applications or objections to appropriate authorities for all and any License permission or consent etc. required by law in connection with management of the property or properties mentioned in Schedule below.
10. To effect mutation or separation of holding in the Revenue or Settlement Offices or Competent Authorities and sign all applications or objections or hearing and swear Affidavits relating to mutation or any other purpose in my name and on my behalf.
11. To appear for and represent before the Board of Revenue, Collector any District Sub-Divisional Officer, any Magistrate Judge, Munsiff, BARRI Office, any Magistrate, Judge, Munsiff, Settlement Offices, Kolkata Municipal Corporation, Improvement Trust, C.M.D.A Fire Brigade, Commissions of any Division in 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 its allocation and



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modification of plan and to take delivery of the same and such other orders and permissions from the necessary authorities including the Kappur 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 me take down demolish structure of whatsoever nature existing thereon or as may be constructed in future.
- 15.** To appoint any Contractive 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 We do the same personally.
- 16.** To apply for and obtain such certificate, permissions and clearance including certificate and or permissions from Govt. of West Bengal Housing Department under the Income Tax Act or other law relating to Revenue and or Land and/or Building both Urban and Rural as may be required for execution and or Registration of any Sale Deed except Landowner's allocation / lease deed, mortgage deed or other documents of transfer in compliance with the terms of the Development Agreement compiled heretofore 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



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

18. To collect the maintenance charges, service charges or whatsoever charges from the intending Purchaser or Purchasers as he thinks fit.
19. To agree upon and to enter into any Agreement or Agreements with any party, Firm or Company for sale or sales of space or spaces with super structures or flats proportionate share of land and/or cancel and repudiate the same with the intending Purchaser or Purchasers in compliance with the terms of the Development Agreement enacted herewith.
20. To receive from the Intending Purchaser or Purchasers any booking money and/or earnest money or advance or progressive advances and also the balance of the purchase money and to give good valid receipts for the same which will protect the interest of purchaser or purchasers.
21. Upon such receipt as aforesaid and as my 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



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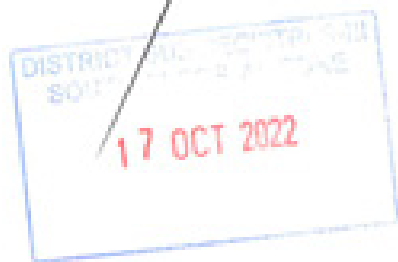
of the Purchaser or Purchasers or their nominee or nominees and said Attorney also join as vendor in the Conveyance or Conveyances of the proposed sale if the said Attorney receive and acknowledge the advance and/or booking money and/or earnest money and/or full consideration money from the intending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

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



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24. To commence, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings and demand touching any of the matters aforesaid or any other matter relating to the said Premises in which we are now or may hereafter be interested or connected and also if though fit, give evidence and compromise refer to Arbitration abandon, submit to 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 Causes Court.
25. To appear and represent before any court including Hon'ble High Court and also Tribunals for and on our behalf and to appoint and engage Advocate for instituting or defending any suit or proceedings in court of law and to sign all plaints, applications, motions, written statements, etc., and to affirm any affidavit on our behalf and in doing it, may appoint lawyer and to pay fees and charges and sign the Vakalatnama on our behalf for the purpose of the same in respect of the said property described in the Schedule hereunder.
26. To receive any payment and or deposit all moneys including the Court Fee, Stamp Duty, Rectification 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 and employ Solicitors, Architects, Makhtees 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 Rajgarh Sonapat Municipality and or other Authorities regarding the Tax Assessment or in any other way relating to the said Premises or any portion thereof or any undivided share or shares therein.
31. To observe fulfil and perform all the terms, conditions and obligations on our part to be observed fulfilled and performed under the said Development Agreement and to exercise all our rights therein.
32. To appoint and or terminate the appointment from time to time and to make other or others of any substitute or substitutes for exercising all or any of the authorities herein above contained.
33. This Power of Attorney is related and collateral covenants of Development Agreement coupled herewith in respect of Schedule Property between the 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



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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. *Suvarup Mandal*
Aacharan, Raipur, Jhargana
743372
2. *Sambal Mandal*
Raipur, Sausarpur
Kot-149.

Suvarata Datta
Sanjay Datta

Dipankar Datta

SIGNATURES OF FIRST PART

GANGULY EVERA-DEVELOPERS LLP

[Signature]
Designated Partner

SIGNATURE OF THE DEVELOPER

Drafted by:-

Soma Chakraborty
SOMA CHAKRABORTY
Advocate.

Baruipur Civil Court
WB - 2618/99



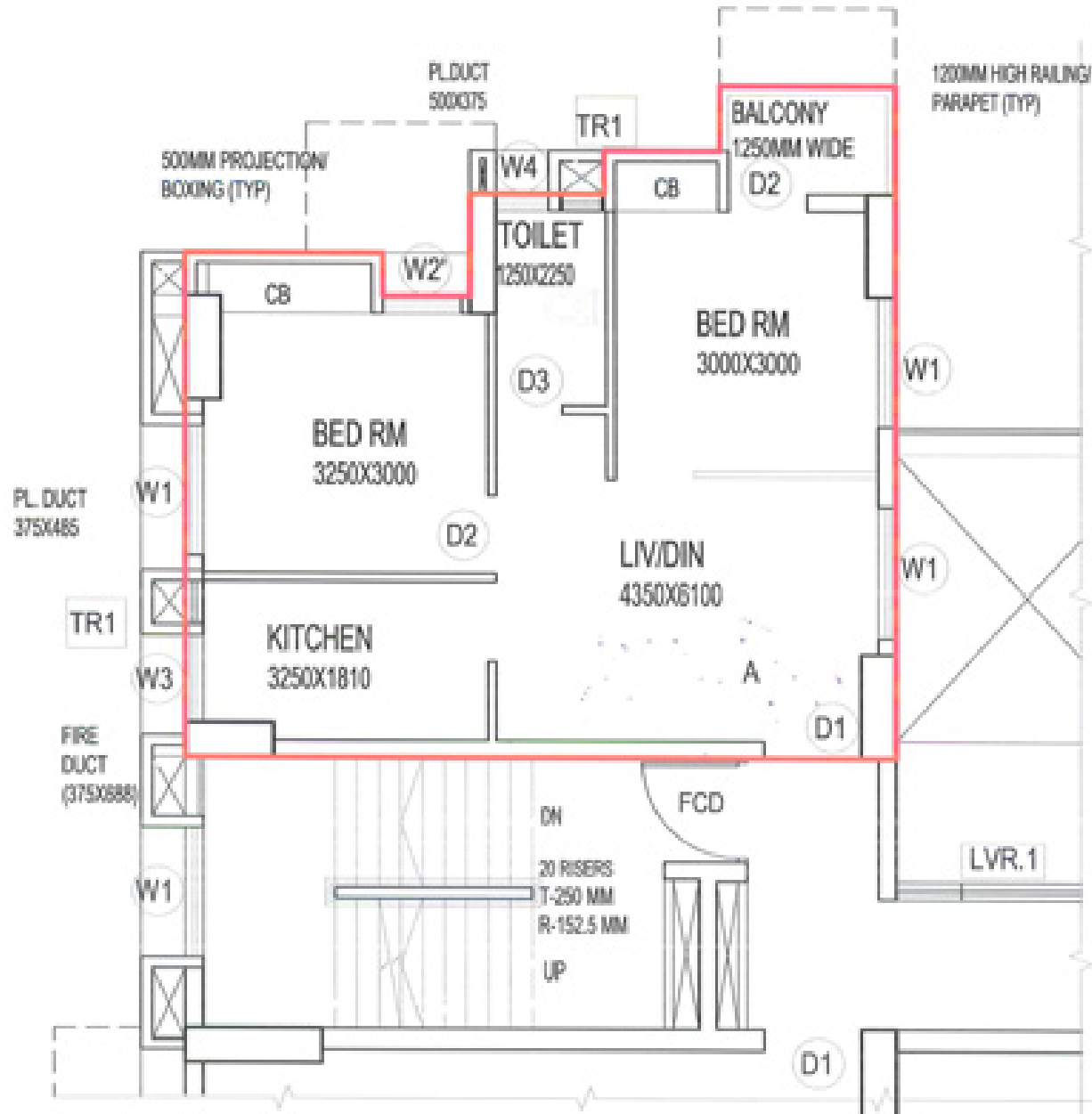
DISTRICT
17 OCT 2022



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

PLAN SHOWS THE FLAT NO. 14A OF 14TH 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).

BUILT-UP AREA OF FLAT : = 571 SFT.



14TH FLOOR PLAN

*Sulata Datta
Dipankar Datta
Sonjay Datta*

GANGULY EVEREST DEVELOPERS LLP
[Signature]
Designated Partner

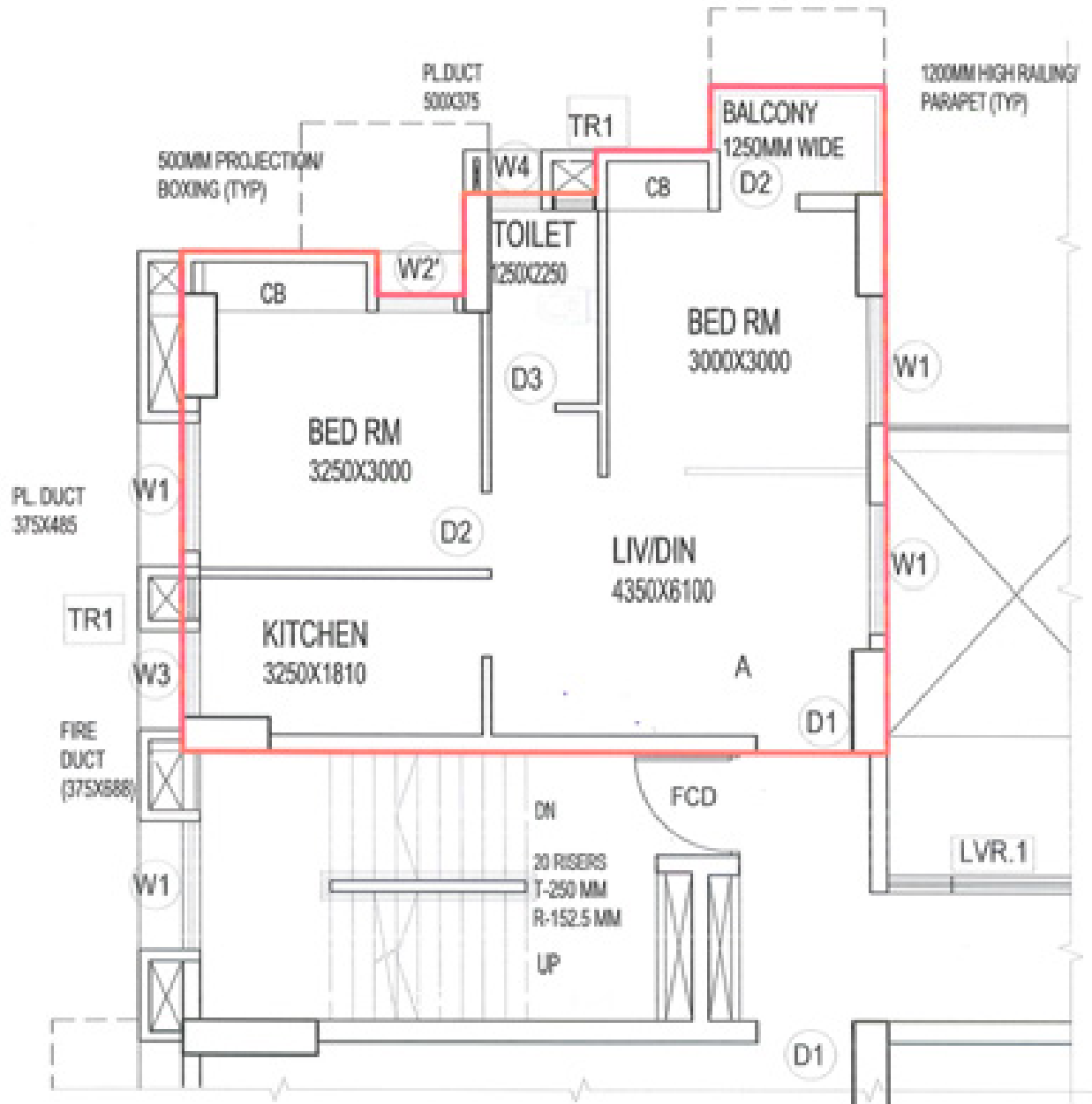


DISTRICT DEPUTY REGISTRAR-III
DIBRUGARH
17 OCT 2022

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

PLAN SHOWS THE FLAT NO. 13A OF 13TH 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).

BUILT-UP AREA OF FLAT : = 571 SFT.



13TH FLOOR PLAN

Sabata Dutta.
Dipankar Datta.
Sanjay Datta

GANGULY EVERA DEVELOPERS LLP
AGY
Designated Partner



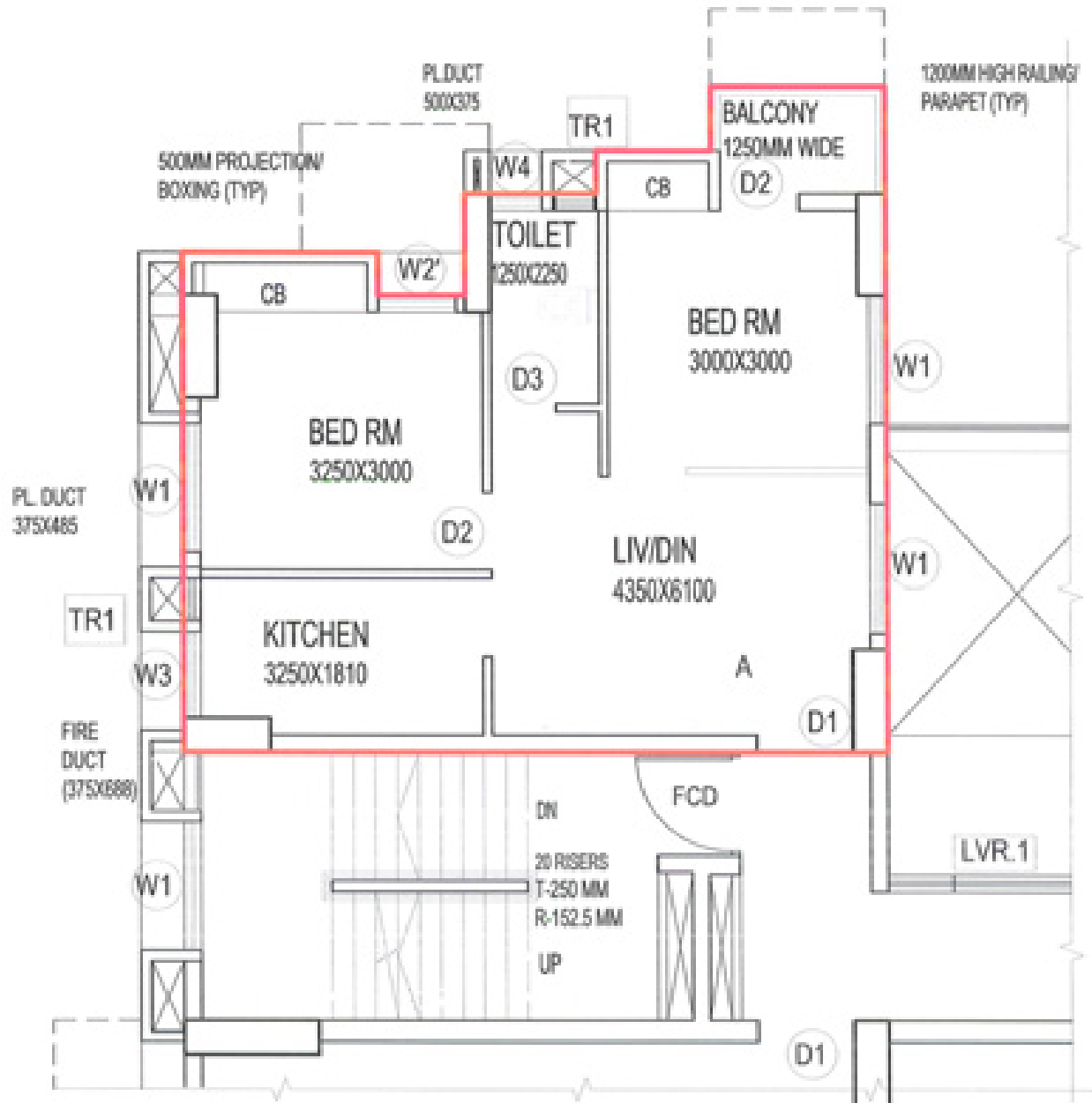
DISTRICT SUB-REGISTRAR
COIMBATORE

17 OCT 2022

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

PLAN SHOWS THE FLAT NO. 12A OF 12TH 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).

BUILT-UP AREA OF FLAT : = 571 SFT.



12TH FLOOR PLAN

*Zubeda Dalta
Dipankar Datta
Sanjay Datta*

GANGULY EVERA DEVELOPERS LLP

[Signature]
Designated Partner



DISTRICT SUB-REGISTRAR'S OFFICE
BANGALORE
17 OCT 2022

SPECIMEN FORM FOR TEN FINGER PRINTS



Lalamba Datta

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



Samiya Datta

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



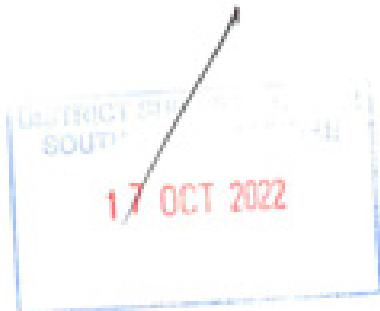
Dipankar Datta

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




Raj Chy

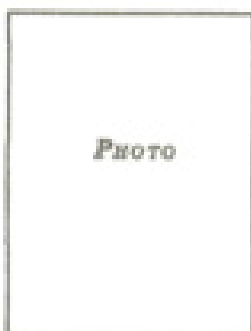
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



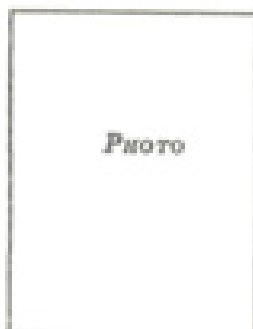
SPECIMEN FORM FOR TEN FINGER PRINTS



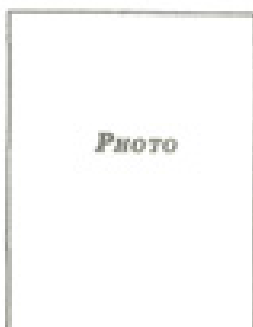
<i>Amitoj Mandal</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						



	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					



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



DISTRICT
17 OCT 2022


भारतीय निर्वाचन आयोग
भारत
ELECTION COMMISSION OF INDIA
INDIA

AGE: 12345



पिता/माता का नाम : राजेश कुमार
 District Name : Bhopal
 पिता का नाम : सुरेश कुमार
 Father's Name : Raj Kumar
 मोबाइल नंबर : 98765
 Contact No. : 123456789

Kumar Mohan

AGE: 123456
 Date:

17,

Address:

Date: / /
 I hereby certify that the above mentioned person is eligible for the purpose of the Act.
 Signature of the Electoral Registrar (Printed Name)

137 -

I hereby certify that the above mentioned person is eligible for the purpose of the Act.
 Signature of the Electoral Registrar (Printed Name)
 Date: / /

Major Information of the Deed

Deed No :	1-1603-16259/2022	Date of Registration :	18/10/2022
Query No / Year	1603-2003004651/2022	Office where deed is registered	
Query Date	15/10/2022 4:55:13 PM	District :	II SOUTH 24 PARGANAS District
			South 24 Parganas
Applicant Name Address & Other Details	Soma Chakrabarty Dinakar Chakrabarty, Ganga Road, South 24 Parganas, W. S. BENGAL, P. N 700164, Mobile No. 9726005801, Status: Adve001		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[000] Power of Attorney, General Power of Attorney, Rs. 1-4 [435] Other than leaseable Property, Declaration [No of Declaration: 2]		
Set Forth value	Market Value		
Rs. :-	Rs. 7,04,438		
Stampduty Paid;(SD)	Registration Fee Paid		
Rs. 5,1701 (Article 46(1))	Rs. 601 (Article E. E. E.)		
Remarks	Received Rs. 50/- FRP Fee only from the applicant for issuing the assessment slip (Urban area)		

Land Details :

District: South 24 Parganas, P. S. - Sonarpur, Municipality - KALINDI, SGN&MUR Road Paschim Malanvapur Road, Mouza- Bhatnagar, Kanchubur, Ward No. 23, No. 47, Pin Code: 700084

Sch No	Plot Number	Khatian Number	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
11	RS 879	RS 850	Resid.	Resid.	8.00sqm Sq Ft	-	7,04,438	Width of Approach Road: 6 Ft
Grand Total :					8.8938Dec	11-	7,04,438/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
51	Open Field	100 Sq Ft	-	27,000	Structure Type: Structure

Plot No. 11 Area of Plot: 100 Sq. Ft. (Remaining Use: Open Field) Area of Structure: 0 Years, Roof Type: Flat, Start of year of completion: 2015/16

Total 100 sq ft 11- 27,000/-

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
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- Shri SUBRATA DUTTA**
Son of Late SUDIYANOSHU KUMAR DUTTA M 26, PRAKTIKA, MAHARAJAPUR, 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. - 08xxxxxx30, Aadhaar No. 04xxxxxxx7047, Status: Individual, Executed by: Self, Date of Execution: 17/10/2022
Admitted by: Self, Date of Admission: 17/10/2022, Place: Pvt. Residence, Executed by: Self, Date of Execution: 17/10/2022
Admitted by: Self, Date of Admission: 17/10/2022, Place: Pvt. Residence
- Shri SANJAY DUTTA**
Son of Late SUDIYANOSHU KUMAR DUTTA M 26, PRAKTIKA, MAHARAJAPUR, City - Not Specified, P O - GARIA, P S - Sonarpur, District - South 24-Parganas, West Bengal, India, P S - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. - 8Kxxxxxx2P, Aadhaar No. 92xxxxxxx9333, Status: Individual, Executed by: Self, Date of Execution: 17/10/2022
Admitted by: Self, Date of Admission: 17/10/2022, Place: Pvt. Residence, Executed by: Self, Date of Execution: 17/10/2022
Admitted by: Self, Date of Admission: 17/10/2022, Place: Pvt. Residence
- Shri DIPANKAR DUTTA**
Son of Late SUDIYANOSHU KUMAR DUTTA M 26, PRAKTIKA, MAHARAJAPUR, 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. - 0Bxxxxxx00, Aadhaar No. 85xxxxxxx1647, Status: Individual, Executed by: Self, Date of Execution: 17/10/2022
Admitted by: Self, Date of Admission: 17/10/2022, Place: Pvt. Residence, Executed by: Self, Date of Execution: 17/10/2022
Admitted by: Self, Date of Admission: 17/10/2022, Place: Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
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- GANGULY EYERA DEVELOPERS LLP**
150, GARIA STATION ROAD, City - Not Specified, P O - GARIA, P S - Sonarpur, District - South 24-Parganas, West Bengal, India, PIN - 700084, PAN No. - 0AxxxxxxHM, Aadhaar No. Not Provided, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
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- 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. - Axxxxxx6R, Aadhaar No. Not Provided by UIDAI, Status: Representative, Representative of: GANGULY EYERA DEVELOPERS LLP (as DESIGNATED PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SWARUP MANDAL Smt. Mrs. SUDI MANDAL COCHERON, PUNEVA LOKSAGAR C/1, New Market, P.O. Bhubaneswar, P.O. Bhubaneswar, Dist. Khurda, Odisha West Bengal - PIN 751 012			

Identifier Of/In: SUBRATA DUTTA, SRI SANJAY DUTTA, SRI DHANAKAR DUTTA, SRI AMIT GANGULY

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Sri SUBRATA DUTTA	GANGULY EVERA DEVELOPERS LLP-3 297517 Dec
2	Sri SANJAY DUTTA	GANGULY EVERA DEVELOPERS LLP-3 297517 Dec
3	Sri DHANAKAR DUTTA	GANGULY EVERA DEVELOPERS LLP-3 297517 Dec

Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Sri SUBRATA DUTTA	GANGULY EVERA DEVELOPERS LLP-33 33333330 Sq Ft
2	Sri SANJAY DUTTA	GANGULY EVERA DEVELOPERS LLP-33 33333330 Sq Ft
3	Sri DHANAKAR DUTTA	GANGULY EVERA DEVELOPERS LLP-33 33333330 Sq Ft

Endorsement For Deed Number T - 160316259 / 2022

On 17-10-2022

Presentation(Under Section 52 & Rule 22A(3)-46(1),W.B. Registration Rules,1982)

Presented for registration at 18:35 hrs on 17-10-2022 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 7514381/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1982)

Execution is admitted on 17-10-2022 by 1. Shri SUBRA ADIPATA, Son of Late SUDHANGSHU KUMAR DUTTA, M-26 PRANTIKA MAHAPATAPUR, P.O. GARBA, Thana, Serampur, South 24 Parganas, WEST BENGAL, India, PIN - 743084, by caste proof, by Profession Business, 2. Shri SANJAY DUTTA, Son of Late SUDHANGSHU KUMAR DUTTA, M-26 PRANTIKA MAHAPATAPUR, P.O. GARBA, Thana, Serampur, South 24 Parganas, WEST BENGAL, India, PIN - 743084, by caste Hindu, by Profession Business, 3. Shri DIPANKAR DUTTA, Son of Late SUDHANGSHU KUMAR DUTTA, M-26 PRANTIKA MAHAPATAPUR, P.O. GARBA, Thana, Serampur, South 24 Parganas, WEST BENGAL, India, PIN - 743084, by caste Hindu, by Profession Business

Instituted by Mr SWARUP MANDAL, Son of M. SULTAN MANDAL, GOCHARAN, PUNPURA, JOYNAGAR, P.O. PUNPURA, Thana, Joynagar, South 24-Parganas, WEST BENGAL, India, PIN - 743372, by caste Hindu, by profession Service

Admission of Execution | Under Section 58, W.B. Registration Rules, 1982) (Representative)

Execution is admitted on 17-10-2022 by Shri AMIT GANGULY, DESIGNATED PARTNER, GANGULY EVERA DEVELOPERS LLP, 158, GARBA STATION ROAD, City - Not Specified, P.O - GARBA, P.S -Serampur, District -South 24 Parganas, West Bengal, India, P No - 743084

Instituted by Mr SWARUP MANDAL, Son of M. SULTAN MANDAL, GOCHARAN, PUNPURA, JOYNAGAR, P.O. PUNPURA, Thana, Joynagar, South 24-Parganas, WEST BENGAL, India, PIN - 743372, by caste Hindu, by profession Service



Debashish Dhar

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

On 18-10-2022

Certificate of Admissibility(Rule 4),W.B. Registration Rules 1982)

Admitted under rule 21 of West Bengal Registration Rules, 1982 duly stamped under section 10A, Article number - 48 (g) of Indian Stamp Act 1899

Payment of Fees

Certified that the said Registrars Fees payable for this document is Rs. 8000/- (E - Rs.2400/- + H - Rs.5600/-) which is Rs. 8000/- (Eight thousand) has been paid by cash to the said Registrar on 17-10-2022 at Rs.20/-

Receipt of Online Payment via the Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Dated on 17-10-2022 at 5:24PM with Govt. Ref. No. 1640022014926527 on 17-10-2022, Amount Rs. 8000/- Bank: CICI Bank - KVIC0003094, Ref. No. 16410262 on 17-10-2022, Name of Account 600109-104-02116

Payment of Stamp Duty

Out Head that include Stamp Duty payable for this document - Rs. 5,000/- and Stamp Duty paid by Stamp Rs. 100,000/-, total is - Rs. 5,000/-

Description of Stamp

* Stamp Type: Impressed, Serial no 749, Amount - Rs. 100,000/- Date of Purchase - 14-10-2022, Vendor name - K Purkayastha

Description of Online Payment using Government e-Surat Portal System (GR-PS), Finance Department, Govt. of WB Online on 17-10-2022 @ 5:20PM with Govt. Ref. No. 19202223014226527 on 17-10-2022, Amount - Rs. 5,000/- Bank GIO Bank No. 02920006, Ref. No. 40211054 on 17-10-2022, Head of Account 0330 02 103 101-02

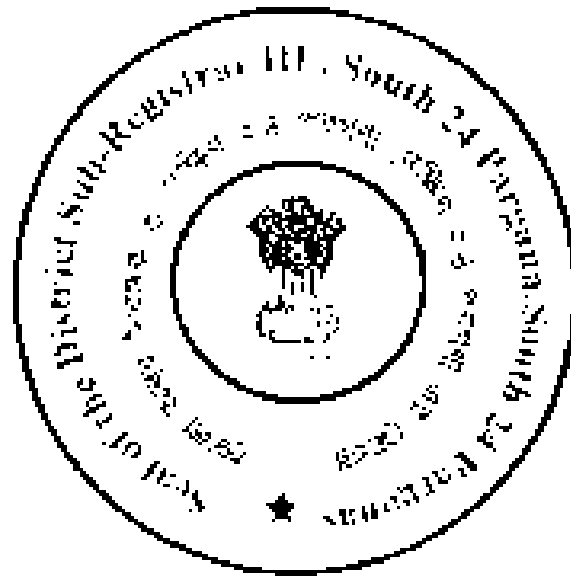
(Sd/-)

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 522404 to 522459
being No 160316258 for the year 2022.



Digitally signed by Debasish Dhar
Date: 2022.10.19 10:50:54 +05:30
Reason: Digital Signing of Decc.

(Handwritten signature)

(Debasish Dhar) 2022/10/19 10:50:54 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)