

- e) To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings.
- f) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said entire project land.
- g) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- h) After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.
- i) To enter into agreements for sale of Bungalows/Row Houses, flats, apartments and units and any other Constructed spaces with the intending purchasers alongwith or without the corresponding undivided share in the said land, on such terms and conditions as the Developer may think fit and proper.
- j) To receive consideration, rents, and deposits there for and present the deeds and documents for registration and admit the execution of such documents before the appropriate Registering authorities.
- k) To appear and represent Owners/Confirming Parties before the Additional Registrar, Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata in connection with the sale and transfer of Bungalows/Row Houses, flats, apartments and units alongwith or without the corresponding undivided share in the said land in the Buildings constructed on the said premises.



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- l) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to the development of the said land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals, tabular statements, cross appeals, claims, counter claims etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on the said land without in anyway relating to or affecting the title of the said land or the Owners' Allocation or Owner's interest on the said land.
- m) To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said Developers share in the project land belonging to the Owners in favour of any bank / financial institution and if required by the Bank by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage or by executing registered mortgage along with charge on developer's share of revenue/allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc., Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in



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respect of owner's share of revenue or owner's allocation in the project.

- n) Without affecting the rights, interests and title of the Owners to do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.
- ii) The Owner hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the project and in accordance with the terms conditions, covenants and stipulations of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.
- iii) While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights interests and title of the Owners in any manner or put any financial liability or other obligations claim or liability upon the Owners.
- 41. DEPOSITS, FINANCE AND EXTRA CHARGES :**
- i) All benefits under the Income Tax Act for development would be available to the Developer and it would be entitled to claim all such benefits.
- ii) After sale of sellable areas, the Developer alone shall be entitled to receive the Extras and Deposits (EDC) from the Flat Owners mentioned in the **Fourth Schedule** hereunder written.
- iii) **MARKETING COST:** The cost of marketing of the project/Complex would be shared by and between the Owners and the Developer in their agreed ratio
- iv) **SHARING OF REALISATION:** In connection with the sharing of realisation the following have been agreed upon by and between the parties:-
- (a) Except Extra Charges and Deposits (EDC) as mentioned in Fourth Schedule, Cancellation Charges and all proceeds



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and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realisation) by the parties jointly as above shall belong to the Owners to the Developer in the said ratio of 20:80 as the case may be.

- (b) Extras and Deposits (EDC) shall be realised solely by the Developer from the proposed buyers/ allottees of the transferable areas both under the Owner's as well as Developer's Allocation.
- (c) The landlord shall not go to the minute details of the same. In terms of RERA, 2016, (i) Under the scheme of Development, three separate accounts will be opened with any Scheduled Bank i.e. 'PROJECT SALE PROCEEDS BANK ACCOUNT'; a SPECIAL BANK ACCOUNT (Escrow Account); a third Account termed as the 'OWNERS SALE PROCEEDS BANK ACCOUNT'.

The 'PROJECT SALE BANK ACCOUNT' and the SPECIAL BANK (escrow) Accounts shall be operated by the Developer's Authorised signatories.

(ii) Each instalment Cheque received from the Buyer/ Allottee will be first deposited into the '**Project Sale Proceeds Bank Account**'. On standing instruction of the Developer, the Bank will transfer 70% out of the amounts credited in the Project Sale Proceeds Bank Account to the Credit of the Escrow Account for the purpose of covering cost of construction and Owners' land cost.

(iii) There shall be standing instructions to the bank about transfer of the funds (i.e. Distributable Revenue) therein to the bank accounts of the Owners against their names at **weekly / fortnightly / monthly/quarterly** intervals

(iv) out of the remaining 30% of the instalment amounts proportionate share of the Owner will be transferred to the Credit of the Owner's Sale Proceeds Bank Account.

(v) All customers will be notified about mentioning of the 'Project Sale Proceeds Bank Account' to be written on the cheques and other instruments for making payments.



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(vi) There shall be standing instructions to the bank about transfer of the funds therein to the Escrow account and the Owner's Sale Proceeds Bank Account.

(d) The Developer shall provide a Quarterly statement of account to the Owners giving details of the total Sales Proceeds received by the Developer during the Quarter and calculation of the Owners Share.

42. MORTGAGE OF THE LAND

The Developer shall have the right and authorities to arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage or a registered mortgage along with charge on developer's share of revenue/allocation in the project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc, Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non-repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof. In case of delays in payments to the owners resulting from or due to any noncompliance of obligations by Developers , the Developers would be charged an interest rate of @12% (Twelve Percent) per annum on the delays.

43. SALE OFSELLABLE AREAS IN THE BUILDINGS:



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- i) The Owners agree that the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/ display rights (whether on hoardings or on terraces or otherwise) and sell/ license/transfer the units and other constructed areas, in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; However, the name of the project shall be with the prefix "**Srijan**" Project.
- ii) The Developer shall arrange brokers for the Project and all brokerage charges etc for the same shall be shared by all the Parties. Any GST (or any other indirect tax) charged by broker shall also be shared proportionately as per the revenue share.
- iii) In marketing the said project, in all Advertisement and publicity material the name and logo of the Developer will be mentioned.
- iv) The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or in conflict with any of the terms or provisions of this Agreement and the Applicable Laws.
- v) Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Bungalows/Row Houses, flats, apartments and units in the Project in such manner and on such terms and conditions as Developer in consultation with the owner may deem fit and proper. The Parties hereby agree that the price and payment schedule for transfer of each Bungalow/Row House, flat, apartment and unit shall always be decided by the Developer.
- vi) The Developer shall determine the price for sale or disposal of the spaces in the new building/s in consultation with the owners to be constructed by the Developer on the said land keeping in view the economics and market response of the project. Both the parties shall not sell or market any Transferable Areas below such basic price, as finalized by the Developer and informed to the Owners in writing.
- vii) The Developer shall periodically revise the rates for sale of various types of sellable areas and the same shall be adhered to. In case of any disagreements arising between the Owners and the Developer, the same shall be referred to the Arbitrator for speedy settlement and the parties undertake to follow the decision of the Arbitrator.



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- viii) The Parties hereby agree, undertake and acknowledge that all agreements for sale/ lease/ license/ allotment of sellable areas shall be prepared by the Developer and follow a common and uniform format.
- ix) The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be.

44. REVENUE SHARE

The Revenues arising from the sale of the Constructed spaces shall be shared by and between the parties in the Agreed ratio i.e 20% to the Owners(Owners' Share) and 80% to the Developer(Developers' Share).

45. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:

All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority up to the date of handing over possession of the said land to the Developer for development. shall be the liability of the Owners and thereafter the developer shall become liable to pay the taxes, duties, cess, levies etc.

46. POST COMPLETION MAINTENANCE:

- i) On completion of each phase/project/block the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Partial/Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice.
- ii) The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof.
- iii) The Developer shall be at liberty to incorporate Association(s)/**Apex Body** upon completion of the Project to look after, manage and administer such maintenance work on account of the Intending Purchasers of the Units in the Building



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- (s) constructed on the Said Land and also realise the monthly maintenance charges and incur costs and expenses for the maintenance.
- iv) Till handing over of the project to the Association/**Apex Body** the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.
- v) The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment's and all other expenses incurred for common purpose(Only basic maintenance charges will be borne by the owners rest all are part of the five year warranty that the Developer has to comply with).

47. COMMON RESTRICTIONS:

- i) The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings. The Developer in consultation with the Owners shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units forming part of the said project and each of the persons intending to acquire any Bungalows/Row Houses, flats, apartments and units in the said housing project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges
- ii) For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit



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the agency to be appointed, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof with prior notice.

- iii) It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the building shall perpetually in succession abide by all the bye-laws, rules and regulations to be framed from time to time in connection with the management of the affairs of the New Buildings.

48. INDEMNITY:

- i) The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all losses, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations laws or bye-laws or guidelines or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owner in pursuance hereof. Further to the aforesaid, the Developer will separately execute and register an Indemnity in favor of the Owners, if required by the Owners.
- ii) The Owners shall indemnify and keep the Developers saved, harmless and indemnified of from and against any and all losses, damage or liability (whether criminal or civil) suffered by the Developers in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said land or any of their representations being incorrect. Further to the aforesaid, the Owners will separately execute and register an Indemnity in favor of the Developer, if required by the Developer.

49. MISCELLANEOUS:

- i) This agreement is being entered into by the Developer prima facie being satisfied about the right, title and interest of the Owners in respect of the said land.



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- ii) The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- iii) The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- iv) Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- v) Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- vi) The Developer will register this Agreement and shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.
- vii) It is understood that time to time in order to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorisation as may be relevantly required by the Developers for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- viii) Simultaneously with the signing of this Agreement the Owners have put the Developer in physical possession of the said land.



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- ix) This Agreement shall be binding on the parties hereto and their respective heirs and/or legal representatives and/or successor and/or successors in office/interest as the case may be.

50. BREACHES NO CANCELLATION

- i) The parties hereto declare and confirm that taking into account that the said housing project is going to be one of the most prestigious projects none of the parties shall be entitled to cancel and/or rescind this agreement.
- ii) In the event of any disputes arising between the parties, the parties as far as possible shall try to resolve the same amicably and in the event of such disputes being incapable of being resolved amicably the parties have agreed to refer such disputes to arbitration in the manner as hereinafter stated
- iii) It is hereby made expressly clear that none of the parties shall do any act deed or thing whereby the work of construction of the said project is hindered and/or impeded with
- iv) The Developer shall solely be responsible for the consequences of any litigation initiated by the buyers/vendors/ allottees with regard to delay in completion of the project, quality of materials, specifications and other related to construction and development of the complex before any judicial forums including but not limited to RERA, Consumer Forums, Civil Court or any other appropriate authority.

51. FORCE MAJEURE:

- i) Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Agreement or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence,



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- epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the said Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days
- ii) If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.
- iii) In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof.
- iv) The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.



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52. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion of the Complex/ Project. Neither Party shall, except as provided in clause 25, have the right to terminate the Agreement.

53. AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties herein.

54. ORIGINAL/CERTIFIED COPY

The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owners.

55. FURTHER ACTS

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be affected, each Party will use all reasonable endeavors to obtain such Approvals.

56. AUTHORIZATION

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the full authority and sufficient power to sign and execute this Agreement on behalf of the Parties for whom they are signing.

57. CONFLICT

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which



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the Owners or the Said Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

58. SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

59. NOTICE:

- i) Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission electronic mail [e-mail] or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

60. ARBITRATION:

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties cannot settle such Disputes mutually by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to, and finally be resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration shall be conducted in English and venue shall be Kolkata only.

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise



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available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy

61. JURISDICTION:

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising here from.





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DEVELOPMENT POWER OF ATTORNEY
RELATED WITH AGREEMENT DEVELOPMENT AGREEMENT
AS MENTIONED HEREIN ABOVE

The **ABOVE NAMED PART I AND PART II OWNERS** jointly and collectively referred to as the **PRINCIPALS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successors and/or successors-in-interest and/or assigns) of the **ONE PART**,

GRANT IN FAVOUR OF

SRIJAN RESIDENCY LLP. (LLPIN: AH2815)(PAN ADEFS1907P) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered Office at 36/1A, Lala Lajpat Rai Sarani (Formerly Elgin Road, Kolkata - 700 020, Police Station: Bhawanipore, Post Office: Lala Lajpat Rai Sarani, represented by **Sri Ram Naresh Agarwal** (PAN: ACYPA1903G, Aadhar: 594889630890), son of Late N.K. Agarwal, Designated Partner, Flat No. 5A, 5th Floor, South City Galaxy, 2, Justice Chandra Madhab Road, Post Office - Lala Lajpat Rai Sarani, Police Station - Bhawanipore, Kolkata - 700020, hereinafter referred to as the **"ATTORNEY"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors-in-interest and assigns) of the **OTHER PART**.

WHEREAS the Principal is the Owner of All That the pieces and parcels of land containing an area of **1471 decimal** (equivalent to **44 Bighas 9 Cottahs 15 Chitak 13 Sq,Ft**) be the same a little more or less situate lying at and amalgamated in various R.S and L.R Dags of Krishnagar Mouza (J.L No.1) constituted within Municipal Holding Number C-4-173/New, Ganga Bandh Road, Maheshtala Municipality, under P.S Maheshtala in the District of South 24 Parganas more fully and particularly described in the **First Schedule** hereunder written which is intended to be developed as a Building Project comprising Bungalows/Row Houses, multi-storied buildings having residential apartments and commercial units in Phases (hereinafter referred to as the **"SAID PROPERTY"**)



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AND WHEREAS for the purpose of development the Principal is now desirous of nominating, appointing and constituting the said M/S Srijan Residency LLP, the Developer to act through its nominees namely Shri Ram Naresh Agarwal, Shri Rajiv Agarwal, Shri Sunil Agarwal as its lawful Attorneys and/or any other Attorneys as may be appointed from time to time (hereinbefore as also hereinafter, jointly and/or severally referred to as the "**ATTORNEYS**") to act do and perform (either jointly or severally) the following acts, deeds, matters and things.

KNOW YE ALL MEN BY THESE PRESENTS, the Principal by writing under its common seal, do hereby appoint nominate and authorise the Developer as its TRUE AND LAWFUL ATTORNEY for itself and to act on its behalf and in its name and do the following further acts, deeds and things through its nominees either jointly or severally relating to the Said Property (more fully described in the **FIRST SCHEDULE** hereunder written.

1. To prepare, submit correspond, receive and sign all papers like Plans, Applications, Affidavits, Indemnities, Letters, authorizations and corrections, to appear and to represent before the competent authorities of the respective departments or bodies of both Central and State Governments like Kolkata Metropolitan Development Authority ("KMDA"), the South 24 Parganas Zila Parishad, The Maheshtala Municipality, Competent Authority for supply of Ground Water, West Bengal State Electricity Distribution Company Ltd (WBSEDCL) or any other Supply Agency, Administrative offices of the Government of West Bengal, Urban Land Ceiling Authorities, Airports Authority of India, Bharat Sanchar Nigam Ltd., West Bengal Pollution Control Board/Environment Department, Govt. Of West Bengal, Directorate of Town and Country Planning, Kolkata Police, West Bengal Police, Land & Land Reform Department of the Govt. Of West Bengal, Kolkata Port Trust etc., for obtaining the necessary certificates, sanctions, permissions, exemptions, no objection certificates orders etc., connected with the Said Property in respect of one or more of the following matters:
 - a) re-classification, re-constitution and / or re-union of the Said Property commensurate with the purposes for which



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the Development Agreement has been entered upon

- b) Demolition of any superstructure(s) on the Said Property
 - c) Proposed constructions (s) of New Building (s)
 - d) Additions, revisions and alterations renewals, regularization to the proposed New Buildings.:
 - e) Obtaining permanent or temporary service connections of water-supply, drainage, sewerage and electricity
2. To apply for and obtain sanction of the building plan in respect of the Said Property and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter.
 3. To apply for quotas, entitlements and other allocations for cement, steel, bricks and any other building material that may be required, for and on behalf of the owners/principals for construction of the New Building on the Said Property.
 4. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the Said Property.
 5. To obtain delivery of the sanction plan from the Maheshtala Municipality or any other authority or authorities.
 6. to enter upon the Said Property with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned
 7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions from any statutory authority including the Maheshtala Municipality, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports



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Authority of India, Bharat Sanchar Nigam Ltd., Kolkata Port Trust and all other statutory authority or body.

8. To appear and represent the Principal before the necessary authorities including the South 24 Parganas Zila Parishad, The Maheshtala Municipality, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., Kolkata Port Trust and all other statutory authority or body in connection with the sanction, modification and/or alteration of plans.
9. To pay fees to obtain sanction or modification and such other orders and permissions from the necessary authorities as be expedient for sanction, modification and/or alteration of the sanctioned plans and submit all the papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents, contractors and sub-contractors for the aforesaid purposes as the Attorneys shall think fit and proper.
10. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Plans to any authority or authorities.
11. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility to the Said Property and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorneys.
12. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the Said Property or any part thereof.
13. To appear and represent us before all authorities including Maheshtala Municipality for fixation and/or finalization of the annual valuation of the Said Property and for that purpose to sign,



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execute and submit necessary papers and documents and to do all acts, deeds and things as the Attorneys may deem fit and proper.

14. To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage or by executing a Registered Mortgage. The Developer shall create charge in respect of its share of revenue or allocation in the Project without creating any charge or liability in respect of Owner's share of revenue or Owner's allocation in the Project. Further, the Developer may execute any document or documents in furtherance of the above objective including executing letter evidencing deposit of title deeds, confirmation of deposit of title deeds, deliver the title deeds and to receive back the title deeds, etc. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.
15. To insure the New Buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as the Developer may think sufficient to protect the interest of all concerned therein.
16. To collect advance / payment from the intending purchaser against sale/lease of the proposed constructed areas in the proposed New Buildings.
17. To ask for, receive and recover from all the Purchasers/Lessees and Transferees of Bungalows/Row Houses, Apartment Units in multi-storied buildings the service charges for maintenance and all the other charges and also on non-payment thereof to enter upon and restrain and/or take legal steps for the recovery thereof.
18. To engage Advocates and to commence prosecute enforce defend answer and oppose all actions and other legal proceedings and



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demands touching any of the matters concerning construction on the Said Property or any part thereof and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non - suited in any such action proceedings aforesaid before any Court, Civil or Criminal Tribunal or Revenue including the Rent Controller.

19. To Deposit and withdraw fees, documents and monies in and from any Court or Courts and /or any other person or Authority and give valid receipts and discharges therefor.
20. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
21. To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the Said Property.
22. To make and sign necessary application or pursue and follow up all applications already made and/or to be made to the appropriate Government Department, Local authority or other competent authorities including appropriate authorities under the RERA Act,2016 and the Urban Land (Ceiling & Regulation)Act, 1976 for all and any licenses, registrations, permissions and consents required by any act order statutory instruments regulations by laws or otherwise in connection with the Said Property in pursuance of the Map/Plan to be sanctioned and make payment of all charges and fees therefore and recovery of compensation, if any.
23. For all or any of the purposes hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents.
24. To sign, execute and register and to appear before the sub registrar to register any Agreement (s), deeds or documents relating to the upcoming Building Project.



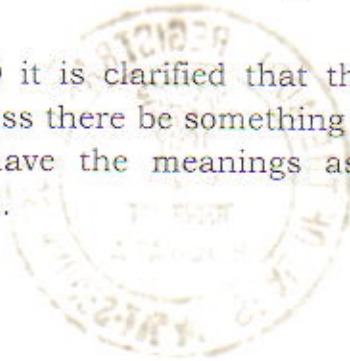
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25. To present such agreement or conveyances for registration before the registering authority and admit execution thereof as if the same is executed by the Principal.
26. To delegate such of the powers as the Attorneys in their absolute discretion shall think fit and proper to any of its officers and upon such delegation this power of attorney shall be deemed to have been granted by the Principal in favour of the said delegate or delegates as the case may be.

AND GENERALLY to do all acts, deeds and things, which are necessary for developing the Said Property in the manner aforesaid fully and effectively, and acts incidental and ancillary thereto **AND** the **PRINCIPAL** hereby agree to ratify and confirm all and whatsoever the **ATTORNEYS** shall do, execute or perform or cause to be done executed or performed in connection with the development of the Said Property in terms of the Development Agreement.

This Power of Attorney shall remain co-extensive and co-terminus with the said Development Agreement.

AND it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the Development Agreement.





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THE FIRST SCHEDULE ABOVE REFERRED TO:
(Said Premises / Said Land)

ALL THAT the pieces and parcels of land containing an area of **1471decimal** (equivalent to **44 Bighas 9Cottahs 15 Chitak 13Sq,Ft**) be the same a little more or less situate lying at Krishnagar Mouza (J.L No.1) constituted within Municipal Holding Number C-4-173/New, Ganga Bandh Road, Maheshtala Municipality under P.S Maheshtala in the District of South 24 Parganas shown in the plan attached and bordered in GREEN.

Sl. No.	L.R. .Khatian	Classification	R.S./LR Dag No.	Area (Dec.)
1	680	Itkhola	315	265
2	1008	Itkhola	317	08
3	1010	Pukur	324	20
4	1137	Itkhola	380	477
5	1137	Bastu	381	2
6	414	Itkhola	323	28
7	875	Itkhola	314/1217	17
8	875	Itkhola	314	20
9	875	Itkhola	315/1473	44
10	487	Itkhola	313	41
11	456	Itkhola	312	178
12	876	Itkhola	312/1474	54
13	270	Itkhola	316	96
14	121	Itkhola	318	32
15	121	Itkhola	319	24
16	121	Itkhola	320	27
17	121	Itkhola	321	37
18	121	Itkhola	322	14
19	121	Itkhola	312/1157	48
21	1292	Itkhola	153/1475	18
22	1292	Itkhola	312/1222	21
			TOTAL	1471



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THE SECOND SCHEDULE ABOVE REFERRED TO:

COMMON AREAS, FACILITIES AND AMENITIES

(Common Parts , Portions and Amenities)

1. **The Common Portions are at 3 (three) levels, which are :**
 - 1.1 **LEVEL:** Those which are common to all the segments and are collectively called the "Service Zone" and includes the following:
Applies to present phase and all the other phases both future and past
 - 1.1.1 Sewerage treatment Plant / Septic Tank
 - 1.1.2 Common generators, its installation and its allied accessories , lighting of the common areas, pumps and common utilities.
 - 1.1.3 Electric Sub-Station
 - 1.1.4 Garbage Disposal area
 - 1.1.5 Roads, installations, -and security arrangements not exclusive to any segment.
 - 1.1.6 Drains and sewers from the premises to the Municipal Duct.
 - 1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
 - 1.1.8 Boundary walls of the premises including outer side of the walls of the building and main gates.
 - 1.1.9. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
 - 1.1.10. Transformer electrical wiring meters and fittings and fixtures for lighting common areas (.
 - 1.1.11 Management/Maintenance Office
 - 1.1.12. Round the Clock Security arrangements with CCTV and intercom
 - 1.1.13. Main entrance Gate
 - 1.1.14 Fire Fighting Equipment and Extinguishers and Protection system
 - 1.1.15. 24Hrs water supply
 - 1.1.16. Rain water harvesting may be created by Promoter at its sole option.
 - 1.1.17. Dedicated communication system for telephone
 - 1.1.18. The water pump, the pump room, water reservoir, tube-well, and distribution pipes
 - 1.1.19. Durwans Room
 - 1.1.20. Cable connection



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1.2 LEVEL-2 : Those which are to remain common to all the Apartment Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Apartment Owner shall have proportionate share therein. These include the following:

- 1.2.1. Landscaped Garden and Central lawn, water bodies and fountains if any
- 1.2.2. Children Play area
- 1.2.3 Separate area for elderly people.
- 1.2.4. Jogging Track
- 1.2.5. A.C.Community Hall for common use of all the occupants of the said New Buildings
- 1.2.6. Club , party lounge
- 1.2.7. Space for functions/shows/puja etc.
- 1.2.8. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- 1.2.9 Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- 1.2.10 Walk-ways, Jogging track and Cycling track
- 1.2.11 Visitors Car Parking with Car Wash provision
- 1.2.12 Multipurpose Court
- 1.2.13 Swimming Pool with changing rooms
- 1.2.14 Indoor Games Room
- 1.2.15 Gym
- 1.2.16 Home Theatre
- 1.2.17 Rain water harvesting may be created by Promoter at its sole option, if provided

1.3. LEVEL 3 : Those which are to remain common to the Apartments in any particular Building Block. These include the following:

- 1.3.1 Decorative entrance with A.C ground floor lobby only.
- 1.3.2 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.3.3 elevators in Towers, their installation and rooms.
- 1.3.4. Earmarked area of Roof of respective tower demarcated for common use
- 1.3.5. Overhead Water Tank.



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