

12204/24

L-11856/24



अन्तिमवर्तन पश्चिम बंगाल WEST BENGAL

AS 304078

This stamp (for the document) is subject to
 registration. The instrument shall not
 be enforceable unless stamped with the
 amount and the fee of this instrument.

X
 Sub-Registrar
 Alipore, South 24 parganas

18 JUL 2024

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

THIS DEVELOPMENT AGREEMENT COUPLED WITH
 DEVELOPMENT POWER OF ATTORNEY is made on the 18th Day of
July 2024 (TWO THOUSAND TWENTY FOUR)

BETWEEN

X
 18/7/24
 12204/24

UL. NO. 35614 of 38/00/2016

NAME _____

ADDRESS _____

RE 1991

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ಇಲಾಖೆ
ಕಾರ್ಯಾಲಯ
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ಕಲಾಪುರ - 700009



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಬೆಂಗಳೂರು
18 JUL 2024

Identified by me -
Zohabrate Huzumdar
Sr - Late Santosh Kumar Huzumdar
East Fort, East Subapur
Kolkata - 700009
Kavice

SHRI SANDIP PRAMANIK (PAN - APCPP5996D), (Aadhaar No. 5748 8928 9202), son of Sri Biswanath Pramanik, by faith - Hindu, by occupation - Service, residing at "Pareswath Dham", 14, Garia Place (North), P.O.- Garia, P.S.- Narandrapur (erstwhile Sonarpur), Kolkata - 700084, District - South 24 Parganas, hereinafter called and referred to as the "LANDOWNER" (which term or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, legal representatives, administrators and/or assigns) of the **FIRST PART;**

AND

GANGULY HOME SEARCH PRIVATE LIMITED (PAN - AADCG2860J) a Company registered under the provisions of Companies Act, 1956 having its registered office at- 167, Garia Station Road, P.S.- Narandrapur (erstwhile Sonarpur), Kolkata- 700084 and represented by its Director **SHRI RUPESH RANJAN PRASAD, (PAN- AKLPP5810A), (Aadhaar No- 6316 5314 3502)** son of- Sri Makaswar Prasad, by faith - Hindu, By occupation - Business, residing at- 12 Garia Place, P.O.- Garia, P.S.- Narandrapur (erstwhile Sonarpur), Kolkata- 700084, District - South 24 Parganas, hereinafter referred to and called as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its nominee, office bearer, agents, administrators, legal representatives and assigns) of the **SECOND PART** |

WHEREAS the **LANDOWNER** herein is at present the lawful owner and seized and possessed of **ALL THAT** land measuring an area of about **2.167 Decimal** be the same a little more or less and the said land has been more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS, by virtue of a **Kobala** executed by Ramsundar Bhandari registered in the office of the 24 Parganas Sadar and recorded in Book No. 1, Volume No.15, Pages from 92 to 95 being Deed No. 1239 for the year 1913, One Smt. Tarangini Debi alias Tarangini Chakraborty, wife of Haran Chandra Chakraborty became the



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absolute owner, title holder and possessor in respect of land measuring 76 decimal in RS Dag No. 120 and land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 her name was duly recorded in RS Khatian No. 2623, 2516 and 1B of Mouza - Rajpur along with her other properties,

AND WHEREAS, the said Smt. Tarangini Debi alias Tarangini Chakraborty while possessing her said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 1B of Mouza - Rajpur for the purpose of gifting 50% share of the same in favour of her grandson Sri Binoy Kumar Chakraborty, son of Late Amarendra Nath Chakraborty, she executed a Deed of Gift scripted in Bengali language and handed over possession of 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 1B of Mouza - Rajpur to said Sri Binoy Kumar Chakraborty and the said Deed was registered in the office of the SR Barulpur and recorded in Book No. 1, Volume No. 87, Pages from 161 to 162 bearing Deed No. 7560 for the year 1957;

AND WHEREAS, the said Smt. Tarangini Debi alias Tarangini Chakraborty while possessing her rest land in land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 1B of Mouza - Rajpur for the purpose of gifting rest 50% share of the same in favour of her grandsons i) Sri Biman Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhusan Chakraborty all sons of Late Jugesh Chandra Chakraborty, she executed a Deed of Gift scripted in Bengali language and handed over possession of 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 1B of Mouza - Rajpur to said i) Sri Biman Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhusan Chakraborty and the said Deed was registered in the



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office of the SR Barulpur and recorded in Book No. 1, Volume No. 87, Pages from 161 to 162 Bearing Deed No. 7561 for the year 1957).

AND WHEREAS, said Sri Binoy Kumar Chakraborty by executing a Deed of Sale dated 22-06-1962, she sold, transferred and handed over possession of said 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza - Rajpur to one Smt. Anima Dhar, wife of Sri Swadesh Ranjan Dhar and the said Deed was registered in the office of the DR South 24 Parganas and recorded in Book No. 1, Volume No. 54, Pages from 145 to 150 Bearing Deed No. 2745 for the year 1962;

AND WHEREAS, due to mentioning of Wrong Dag Numbers in their aforesaid Deed, the said i) Sri Himan Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhuvan Chakraborty for the purpose of correction of the said dag Numbers in the said Deeds executed by said Smt. Tarangini Debi alias Tarangini Chakraborty and for Declaration of their Title, Ownership and possession over said 50% share in said land measuring 76 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza - Rajpur, on 20-06-1962 they initiated a Civil suit bearing T.S. no. 214 of 1962 before the Ld. 2nd Court of Ld. Civil Judge (Junior Division) at Barulpur against said 1) Binoy Kumar Chakraborty, 2) Bhawanath Chakraborty, 3) Sankar Chakraborty, 4) Bani Chakraborty, 5) Mini Chakraborty, sons and daughter of Amarendra Nath Chakraborty 6) Amala Devi, wife of Kanallal Bhattacharyya, 7) Santasila Devi, wife of Santosh Chakraborty, 8) Ramu devi, wife of Govinda Bhattacharjee and 9) Smt. Anima Dhar, wife of Sri Swadesh Ranjan Dhar;

AND WHEREAS, the said suit bearing T.S. no. 214 of 1962 was decreed by the Ld. 2nd Court of Ld. Civil Judge (Junior Division) at Barulpur on the basis of a solemnama executed by all the parties to the suit and the said solemnama along with the attached Map/Plan were made part of the said Decree;



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AND WHEREAS, in terms of the aforesaid solenama decree and attached Plans, the said i) Sri Biman Behari Chakraborty, ii) Sri Bijan Chakraborty and iii) Sri Bibhuti Bhuvan Chakraborty were declared absolute owners, title holder and possessor in respect of a specific demarcated land measuring 71.5 Decimal out of land measuring 4.5 decimal in RS Dag No. 120 and Land measuring 26 decimal in R.S. Dag No. 121, and Land measuring 41 decimal in R.S. Dag No. 122 in RS Khatian No. 2623, 2516 and 18 of Mouza - Rajpur, and said Smt. Anima Dhar, wife of Sri Swadesh Ranjan Dhar was declared absolute owners, title holder and possessor in respect of a specific demarcated land measuring 71.5 Decimal out of land measuring 76 decimal in RS Dag No. 120 in RS Khatian No. 2623 of Mouza - Rajpur ;

AND WHEREAS the said Smt. Anima Dhar while possessing 71.5 Decimal out of land measuring 76 decimal in RS Dag No. 120 in RS Khatian No. 2623 of Mouza - Rajpur, by virtue of a Bengali Kohala dated 04-07-1986, she sold, transferred and handed over possession of land measuring 7 Katha 12 Chittak or 13 decimal in RS and LR Dag No. 120 under RS Khatian No. 2623 in favour of Smt. Pramila Saha, Wife of Sri Rajbehari Saha and the said deed was registered in the office of the DSR South 24 Parganas and recorded in Book No. 1, Volume No. 236, Pages 140 to 150 bearing Deed No. 12012 for the year 1986;

AND WHEREAS the said Smt. Pramila Saha while possessing her said 13 decimal of land, she died intestate on 28-12-2021 leaving behind her, her 5 sons and one daughter namely Sri Pankajit Saha, Sri Biswajit Saha, Sri Apu Saha, Sri Tapan Saha @ Joyjit saha, Sri Sanjoy Saha and one daughter namely Smt. Maya Rani Saha, wife of Uttam Saha as her only legal heirs and successors who jointly and equally inherited the property of said Smt. Pramila Saha, since deceased having undivided 1/6th share each;

AND WHEREAS the said Smt. Maya Rani Saha, wife of Uttam Saha by virtue of inheritance, she became the owner of land measuring 2.167 decimal in Mouza - Rajpur, District - South 24 Parganas;



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AND WHEREAS while seized and possessed of her said land, said Maya Rani Saha by dint of a registered Deed of Gift dated 27.12.2022 handed over possession of the same to Sri Sandip Pramanik and the said Deed was duly registered before the Office of DSR – III, South 24 Parganas and recorded in Book I, Volume 1603-2022, Page from 634110 to 634135, being No. 20054 for the year 2022;

AND WHEREAS this said Sri Sandip Pramanik, the present Landowner/First Part herein became the Owner of Land measuring 2.167 Decimal out of total land measuring 13 Decimal in R.S, and L.R, Dag No. 120 under R.S. Khattan No. 2623;

AND WHEREAS said Sri Sandip Pramanik along with other landowner of adjacent plot of land mutually amalgamated their respective landed properties for the purpose of better utilization and construction of multi-storied building upon their amalgamated land by virtue of a Deed of Amalgamation dated 31.01.2023 which was duly registered before the Office of the DSR-III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Page from 50219 to 50245, being No. 160301447 for the year 2023;

AND WHEREAS thereafter it came to the knowledge of the Landowner that there were certain typographical errors in the said Deed of Amalgamation and therefore for rectification of the said errors, the Landowner herein along with other landowner of the amalgamated total properties executed a Deed of Declaration dated 27.09.2023 which was duly registered before the Office of the DSR-III, South 24 Parganas and recorded in Book No. IV, Volume No. 1603-2023, Page from 12657 to 12675, being No. 160300723 for the year 2023;

AND WHEREAS the landowner herein along with other landowner of the amalgamated total properties executed a Boundary Declaration dated 15.04.2024 to properly define the correct boundaries and area of their property, which was duly registered before the Office of the DSR-III, South 24 Parganas, and recorded in Book I, Volume No. 1603-2024, Page from 153371 to 153387, being No. 160306293



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for the year 2023;

AND WHEREAS, the Developer on behalf of and as attorney of the all the other co-owners of the total amalgamated properties has obtained a Building Plan Sanctioned by the Rajpur- Sonarpur Municipality vide Sanction Plan No. SW5-OBPAS/2207/2024/0756 Dated 24.05.2024;

AND WHEREAS, the Landowner herein being desirous of commercially utilizing his landed properties which is more fully described in the Schedule hereunder written approached the Developer herein and the Developer has agreed to develop the said First Schedule mentioned landed property on the following terms and conditions as stated hereinafter:

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

ARTICLE - 1 - DEFINITION

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

- 1.1 LANDOWNER** : Shall mean **SRI SANDIP PRAMANIK** (PAN - APCPP5996D), (Aadhaar No. 5748 8928 9202), son of Sri Bihwanath Pramanik, by faith - Hindu, by occupation - Service, residing at "Paroshinath Dham", 14, Garia Place (North), P.O:- Garia, P.S:- Narendrapur (erstwhile Sonarpur), Kolkata - 700084, District - South 24 Parganas;
- 1.2 DEVELOPER**: shall mean **GANGULY HOME SEARCH PRIVATE LIMITED** (PAN No. AADCG2860) a Company registered under the provisions of Companies Act, 1956 having its registered office at- 167, Garia Station Road, P.S- Sonarpur, Kolkata- 700084 and represented by its Director **SRI RUPESH RANJAN PRASAD**, (PAN AKLPP5810A), Aadhaar No- 6316 5314 3502 son of Sri Makeswar Prasad, by faith - Hindu, By occupation -



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Business, residing at- 12 Garia Place, P.O.- Garia, P.S.- Narendrapur, Kolkata- 700004, District - South 24 Parganas.

- 1.3 SAID LAND** shall mean: **ALL THAT** piece and parcel of Land measuring 2.167 Decimal within District - South 24 Parganas, P.S.- Sonarpur, ADSR - Sonarpur, Mouza - Rajpur, J.L. No. 55, R.S. and L.R. Dag No. 120 under R.S. Khata No. 2623 presently under Rajpur-Sonarpur, Ward No. 17, (on N. S. Road) Kolkata - 700149, more particularly described in the **FIRST SCHEDULE** hereunder written.
- 1.4 NEW BUILDING** shall mean the new building or buildings to be constructed on the said Land with the maximum floor area Ratio (FAR) available or permissible under the Rajpur-Sonarpur Municipality New Building Rules and Regulations and for the time being prevailing as per the plan sanctioned by the Rajpur-Sonarpur Municipality Building Department.
- 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 plot of Land.
- 1.6 BUILT-UP AREA** shall mean the total covered area of Flat of the proposed including proportionate share of corridors, staircases lobby, lift lobby, caretaker room of the New proposed 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 with the walls and such other areas used for



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accommodating common services to the New Building or buildings to be constructed at the said plot of land.

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 shall be sanctioned by the Rajpur Sonarpur Municipality, Building Department in accordance with law.

1.9 LANDOWNER'S ALLOCATION shall mean and include:

One Residential Flat being Flat No. 7F, measuring 968 sq. ft. Super built up area (584 sq. ft. Carpet area) on the Seventh Floor as per sanction Plan;

Together with the common areas and other facilities, amenities along with undivided proportionate share of the Land;

The Landowner's allocation, is more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

1.10 DEVELOPER'S ALLOCATION shall mean and include the remaining built up area inclusive of flats, commercial areas and car parking spaces as per the sanctioned Building Plan for the new building or buildings together with the undivided proportionate share of land and roof and the common facilities which shall absolutely belong to the Developer after providing for the Landowner's Allocation to the Landowner as aforesaid under this Development Agreement which is 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



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easement quasi easements, obligations and duties of like nature of the other units in the said building in or upon such unit or on part thereof, morefully and particularly described in the FIFTH SCHEDULE hereunder written. Common areas and facilities to be provided at the said premises shall be used and enjoyed by the landowner and Developer jointly.

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

1.13 TAX LIABILITIES: The landowner shall be liable to pay the tax to Rajpur-Sonarpur Municipality & other statutory tax liability in respect of the flats under landowner Allocation from the date of receiving possession of Landowners' allocation as per terms of this deed. The landowner shall also be liable to pay the GST or any other applicable taxes in respect of their allocation under this agreement to the appropriate authority if directed by the same authority.

1.14 TRANSFEREE - shall mean a person, persons firm limited company, Association of persons to whom any space and/or unit in the building to be constructed at the said plot of Land has been transferred.



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

ARTICLE - II - COMMENCEMENT

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

ARTICLE - III

LANDOWNER'S REPRESENTATIONS AND OBLIGATIONS

3.1 The Landowner is lawful owner and is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the entirety of the said plot of Land more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

3.2 Except the landowner and his legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said plot of land and/or any portion thereof.

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

3.4 The said plot of Land is free from all encumbrances, charges liens, lispendences, attachment, trusts, acquisition, requisitions whatsoever or howsoever.

3.5 There is no Temple, Mosque, debottar or burial ground on the said plot of land.

3.6 The landowner hereby also appoints the Developer as his lawful constituted attorney for the purpose of obtaining necessary permission and/or sanction from different authorities in connection with the development of the said First Schedule Land, and also for



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pursuing up the matter with the Rajpur Sonarpur-Municipality and other statutory authorities and to do other act and deeds mentioned hereunder.

- 3.7** The landowner hereby agrees and covenants with the Developer that in case of any changes and/or revision of sanction plan and the landowner's allocation in the future, made through concerned authority, the Landowner shall accept the same and the changes and/or revision if any, shall be adjusted accordingly.
- 3.8** The Landowner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the landowner shall have the right to supervise the construction of the new building or buildings at the said plot of Land personally.
- 3.9** The Landowner hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building or buildings at the said plot of Land subject to the delivery of the undisputed possession of the Landowner's allocation to the landowner by the Developer's within specified period.
- 3.10** The landowner hereby agree and covenant with the Developer to pay proportionate municipal rates, taxes, on and from the date of delivery of the possession of the Landowners' allocation to the landowner by the Developer.
- 3.11** The landowner shall cause to be joined such as Vendor as may be required by the Developer in the Agreements and/or Sale Deeds that



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may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers, for the transfer of undivided proportionate share in the land only.

- 3.12 The landowner shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building and for effectuating the sale and/or transfer envisaged hereunder.
- 3.13 The landowner shall have no responsibilities for the proposed project/construction except to deliver vacant and undisputed possession of land and sign on relevant papers and documents as and when required by the Developer.
- 3.14 The landowner hereby by this presents, appoints the Developer as their lawful constituted attorney for the purpose of construction and selling of the Developer's allocation which shall be operative simultaneously with the execution of this agreement.
- 3.15 Upon the Developer's constructing and delivering possession to the landowner of the Landowner's allocation, the landowner shall hold the same on the terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.

ARTICLE- IV

DEVELOPER'S REPRESENTATIONS AND OBLIGATIONS

- 4.1 The landowner had furnished photocopies of Title Documents with regard to the possession & title of their land under this agreement to the Developer. Based on the search of these documents and prima-facie satisfied with the Title, developer has decided to



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participate in the development of the land. In case any defect in the title/ownership is found at any stage during currency of this agreement impugning the development of the project, the land owners shall rectify and remove such defect at their own cost.

- 4.2 After obtaining sanction the Developer and the owners shall demarcate their respective portion on the photocopy of the said approved plan to be signed by both the parties which will be treated as part of this agreement.
- 4.3 Upon receipt of the possession as stated above the Developer shall commence constructions of the said building as per said sanctioned plan at its cost.
- 4.4 The Developer shall complete the construction of the said building/s and deliver the landowner's allocation as mentioned in the second schedule herein, as per specification and in good and habitable condition, to the owner towards the consideration for development of proportionate share of his land, positively within 48 (Forty Eight) months from the date of sanction of the building plan and starting of construction work, along with possession letter, copies of sanctioned building plan, drainage and sewerage connection, permanent water connection with adequate ferrule and main electric supply line, upto date paid up tax bill. The developer shall hand-over one photo copy of the sanction plan along with Completion Certificate.
- 4.5 The Developer shall get the remaining portion of the built-up area of the proposed building constructed in accordance with Sanctioned Plan.



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- 4.6** The Developer after completion of construction of the Landowner's Allocation first in complete habitable condition providing with all the amenities such as water supply, electricity etc. which are essential for comfortable living and without doing so the Developer shall neither handover possession of the flats to the buyers or intending Purchasers nor execute and register Sale Deed in their favour. The Developer before putting the landowner in possession of his allocation, must obtain completion certificate from Municipality and handover the same to the landowner within **48 (Forty Eight) months from the date of sanction of the building plan.**
- 4.7** Subject to aforesaid, the common portion of the said New Building or buildings and including the ~~flat~~ as described in Seventh Schedule shall jointly belong to the Developer and the landowner in proportion to their sharing ratios.
- 4.8** The Developer shall on completion of the New Building or buildings put the landowner in undisputed possession of the Land Owner's allocation together with all rights in common in the portions and common amenities and facilities along with all easement and quasi easements rights within **48 (Forty Eight) months from the date of sanction of the building plan and starting of construction work on the First Schedule plot of Land.**
- 4.9** The Developer hereby agrees and covenants with the landowner to complete the construction delivery of the possession of the Landowner's allocation to the landowner of the new building at the said First Schedule plot of Land in terms of the sanction plan within **48 (Forty Eight) months from the date of sanction of the building plan and starting of construction work. Time is the essence of this contract.**



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- 4.10** The Developer hereby agrees and covenants with the landowner not to violate or contravene any of the provisions of Rules applicable for construction of the new building or buildings at the said plot of land.
- 4.11** The Developer hereby agrees and covenants with the landowner that Developer shall bear and pay all municipal and statutory rates, taxes and other dues and outgoing in respect of the said plot of Land without any objection from the date of handover of possession of project land till completion of construction.
- 4.12** In case the Developer's project is neglected, delayed or otherwise fails due to breach of contract and default within the time limit herein, the Developer shall be liable to compensate the Landowner.

ARTICLE -V

(PROJECT AND PROJECT DEVELOPMENT)

- 5.1** The landowner hereby grant subject to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said plot of land and construct the New Building or buildings on the said plot of land in accordance with the Building plan or plans as sanctioned by the Rajpur Sonarpur Municipality, Building Department.
- 5.2** The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said plot of Land in accordance with the Building Plan with good and standard quality materials as may be specified by the Architects from time to time.
- 5.3** All application, Building plans and others papers and documents as may be required by the Developer for the purpose of obtaining



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necessary permissions from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the landowner and submitted by the Developer on behalf of the landowner at Developer's own costs and expenses. All costs, charges and expenses required to be paid or deposited for submission of such permissions 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.

- 5.4 The Developer shall have right to enter into agreement/s with any third party for construction of the new building if he desired for that and in that case the Landlord shall not put any objection in future.
- 5.5 The Developer shall have the right to display signboard on the land inviting the intending or prospective buyers of flats.
- 5.6 The Developer shall have right to purchase or enter into development agreement with the owners of other plots of Land which are adjacent with this plot of Land mentioned in the first schedule herein under and the Developer shall have right to amalgamate this plot of Land with the other plots of Land which the Developer would purchase or enter in Development Agreement in future.
- 5.7 The landowner 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 plot of Land and for this purpose the landowner keeps the Developer saved, harmless and indemnified so long the interest of the landowner are protected.



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- 5.8 The Developer shall construct the said High-Rise building in accordance with Sanctioned plan and terms of the agreement. The landowner if desire in respect of his flats any change, addition, alteration and renovation may get it done on payment of cost for this purpose, provided such change is not legally barred by the competent authority, which may demanded by the Developer. The cost incurred or to be incurred in such change shall be given in cash to the Developer by the landowner either in advance or after completion of such work as settled by the parties.
- 5.9 The roof of the constructed High-rise building shall remain for common use of the Landowner, Developer and other unit holders of the building project.
- 5.10 The landowner and the Developer shall have proportionate right, title and interest in the land, constructions and amenities proportionate to their respective allocation in the premises whereon the said High-Rise building stands.
- 5.11 All owners of the building shall enjoy common area, services and amenities. They shall form Owners' association for maintenance and cost of maintenance will be borne by the flat owners proportionately. This provision shall be included in the Deed of Sale of the Purchasers of the flat.
- 5.12 That the common rights and facilities available in the project are enjoyable by the Landowners, Developer and Purchasers of the flats. None will be entitled to sell common rights and facilities.
- 5.13 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



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SCHEDULE hereunder written. The Developer shall upon completion of the new building or buildings put the landowner in undisputed possession of the Landowner's useable Allocation together with all rights in common facilities as stated herein, positively within the time specified above. Time is the essence of contract.

ARTICLE -VI-TITLE DEEDS

6.1 The landowner shall also deliver to the Developer all the original documents of title in his possession relating to the said plot of Land which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the Developer and the Developer shall produce the original copies of the same before the appropriate authority as and when required by the Developer and/or its nominee or nominees being the owners of the Land forming part of the Developers Allocation and also for sanctioning plan from the Rajpur-Sonarpur Municipality and for smooth running of the construction work of the proposed Building. The Developer also give proper acknowledgement of all documents and duly signed by the authorised person of the Developer.

6.2 The Developer shall be entitled to mortgage the schedule land and deposit the original title deeds and documents with a bank or financial institution/NBFC for creation of mortgage on behalf of landowner in favour of the lender to secure the project finance to be taken for development of the project. However, it will be the sole responsibility of the Developer to re-pay such loan liability.

ARTICLE -VII-CONSIDERATION

7.1 In consideration of the landowner allowing the Developer to commercially exploit the said premises at its cost the Developer shall allocate the Landowner's allocation as stated earlier in



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Article-I, Para 1.9 of this instant Agreement, which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

ARTICLE -VIII COMMON FACILITIES

- B.1** The Developer shall pay and bear all the dues of municipal taxes, water taxes in respect of the said plot of Land from the date of execution of this Development Agreement till the date of the delivery of possession of the Landowner's Allocation as stated herein in the new building and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
- B.2** As soon as the new building is completed the Developer shall give notice to the landowner requiring the landowner to take possession of their Allocations in the building and then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the landowner shall be exclusively responsible for payment of all municipal and other taxes from the date of delivery of possession of the said Landowner's allocation, payable in respect of the said Landowner's allocation by the Landowner.
- B.3** As and from the date of service of notice of possession of the Landowner's allocation in the New building, the landowner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate maintenance charges in respect of his respective flat @ Rs. 2.50/- per sq. ft. or as decided by the association of the apartment/society, the said charges to include, water, fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities and of all common wiring, pipes, electrical and mechanical equipments, switch



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gear, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipments, 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. Provided all the facilities and amenities be available from the date of handing over possession of owners' allocation to them.

ARTICLE IX - COMMON RESTRICTIONS

- 9.1** The Landowner's Allocation in the new building or buildings at the said plot of Land 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 occupiers of the new building or buildings.
- 9.2** The landowner shall not use or permit to use the Landowner's allocation/Developer's Allocation in the new building 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 occupiers of the new building or buildings.
- 9.3** 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.
- 9.4** The parties shall abide by all laws, By-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



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violation and/or breach of any of the said laws, By-laws, Rules and Regulations.

- 9.5 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from or against the consequences of any breach.
- 9.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any condition in insurance of the new building or any part thereof and shall keep the Developer and other occupiers of the said building or buildings harmless and indemnified from and against the consequences of any breach.
- 9.7 No goods or other items/materials shall be kept by the landowner 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 and in case any such hindrance is caused the Developer or the Executor, as the case may be shall be entitled to remove the same at the risk and cost of the other.
- 9.8 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about



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the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.

- 9.9 The landowner 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's 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. Subject to 24 hours prior notice in writing to that effect.

ARTICLE X- LAND OWNER'S INDEMNITY

- 10.1 The landowner 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 fulfills all the terms and conditions herein contained and/or its part to be observed and performed.
- 10.2 The landowner hereby undertakes to keep the Developer indemnified against all third party claims and action against the said plots of project Land.

ARTICLE XI-DEVELOPERS INDEMNITY

- 11.1 The Developer hereby undertakes to keep the landowner 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 at the said plot of land.



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11.2 The Developer hereby undertakes to keep the landowner 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 plot of land and/or in the matter of construction of the said building at the said plot of land and/or for any defect thereon and/or for dealing with the Developer's allocation as well as the owner's share

ARTICLE XII-MISCELLANEOUS

12.1 It is understood that from time to time to facilitate the construction of the new building at the said plot of land by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the landowner and various applications and other documents may be required to be signed or made by the landowner relating to which specific provisions may not have been mentioned herein, and the landowner 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 shall execute and 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 owners and/or go against the spirit of this Agreement.

12.2 The Developer shall be entitled to mortgage the schedule land and deposit the original title deeds and documents with a bank or financial institution for creation of mortgage on behalf of landowner in favour of the lender to secure the project finance to be taken for development of the project. However, it will be the sole



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responsibility of the Developer to re-pay such loan liability. The landowner shall in no manner be liable and responsible to re-pay any such loan amount in any manner whatsoever.

- 12.3 The Developer shall frame scheme for the management and administration of the said building at the said plot of Land and/or common parts thereof. The Land owners hereby agree to abide by all the Rules and Regulations of such Management/Association/Holding organization and hereby give their consent to abide by the same.
- 12.4 As and from the date of completion of the new building, the Developer and/or its transferees and the landowner and/or their transferees shall each be liable to pay and bear proportionate charges on account of Building Tax, GST and other taxes payable in respect of their allocation (if applicable).
- 12.5 That the new building to be constructed on the said plot of Land shall be known by a name to be fixed by the Developer.

ARTICLE XIII- FORCE MAJURE

- 13.1 The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majeure clause. "Force-Majeure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raid, strikes, notice or prohibitory order from Municipality/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 effecting or likely to affect the project or any part or portion thereof, any claim or disputes or doubts relating to or concerning the owner



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right, title, interest of the said First Schedule land including the statutory department such as BLERO, ULC, Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Parties herein.

ARTICLE XIV- JURISDICTION

14.1 The High Court at Calcutta and Courts sub-ordinate, Barulpur Court, Alipore District Court thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

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 **LANDOWNER/FIRST PART** herein as **PRINCIPAL** do also hereby appoint the **DEVELOPER/SECOND PART** herein as my lawful constituted Attorney or agent and execute this **DEVELOPMENT POWER OF ATTORNEY** in favour of the **DEVELOPER/SECOND PART** above mentioned to do and execute the following acts on my behalf

- 1.** To hold and defend possession of the said premises and every part thereof and receive and/or deliver possession thereof from and/or to any person or persons occupying the same or desirous of purchasing the same and also to manage, maintain and administer the said premises every part thereof.
- 2.** To pay all rents and taxes, charges expenses and other out goings whatsoever payable for or an 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 he deemed necessary and/or desirable by my said Attorney and to pay all premium for such insurance.
- 3.** To enter upon the said premises and every part thereof as he desired to

- view the state or repairs thereof and to require any occupier/licensees/purchaser as a result of such view to remedy any want of repairable any nuisance.
4. To execute and registrar necessary deed and documents in respect of the landed property for the purpose of amalgamation of the same with adjacent lands, whenever required.
 5. To enforce any covenant in any Agreement, Sale Deed(except Landowner's allocation), 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.
 6. 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.
 7. 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.
 8. To effect mutation or separation of holding in the Revenue in 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.
 9. To appear for and represent before the Board of Revenue, Collector any



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District Sub-Divisional Officer, any Magistrate Judge, Munsiff, DLRO Office, any Magistrate, Judge, Munsiff, Settlement Offices, Municipality, Improvement Trust, K.M.D.A. Fire Brigade, Commissions of any Division on all matter and things relating to estate or its affairs.

10. To appear before and execute all formalities to submit plan, before the Rajpur Sonarpur Municipality.
11. To pay fees, obtain sanction for principal plan and/or allocation and modification of plan and to take delivery of the same and such other orders and permissions from the necessary authorities including the Rajpur Sonarpur Municipality be expedient for sanctioning and/or modification and/or alterations of plans and also to submit and take delivery of title deeds concerning the said premises documents as be required by the necessary authorities.
12. To build upon and exploit commercially the said premises by making construction of building or buildings, thereon and for that to arrange to take down or demolish structure of whatsoever nature existing thereon, or as may be constructed in future.
13. To appoint any Contractor/Sub-Contractor for construction work or building thereon and to cancel the same and engage new contractor to be done by his own discretion as if I did the same personally.
14. 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



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Development Agreement coupled 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.

15. To negotiate on terms for and to agree and to sell the said space/spaces with flats and/or proportionate land to be lying or situate with common space and car parking space/spaces /share etc. in the premises to any Purchaser or Purchasers either for space, proportionate share of land and/or space with super structures and/or flat or flats at such price which the said Attorney in his absolute discretion think proper only upon the Developer's allocation and not in any case from the Landowner's Allocation.
16. To mortgage the schedule land and deposit the original title deeds and documents with a Bank, Financial Institution or any other NBFC for creation of mortgage on behalf of landowner and in favour of the Lender and sign the mortgage deed and such other documents as are necessary to secure the project finance to be taken for development of the project.
17. To collect the maintenance charges, service charges or whatsoever charges from the intending Purchaser or Purchasers as it thinks fit.
18. To agree upon and to enter into any Agreement or Agreements with any party, Firm or Company for sale or sales of space or spaces with super structures or flats proportionate share of land and/or cancel and repudiate the same with the intending Purchaser or Purchasers in compliance with the terms of the Development Agreement coupled herewith only upon the Developer's allocation and not in any case from the Landowners' Allocation.



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19. 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 only upon the Developer's allocation and not in any case from the Landowners' Allocation.
20. Upon such receipt as aforesaid and as our act and deed to sign and to execute and to deliver any Conveyance or Conveyances for the selling of proportionate share of land and/or flat/flats and/or space with super structures and/or flat/flats/space proposed to be constructed and maintenance and easement rights of the common areas of the proposed selling of space/flat/ proportionate share of land in favour of the Purchaser or Purchasers or their nominee or nominees our said Attorney also join as vendor in the Conveyance or Conveyances of the proposed sale if the said Attorneys receive and acknowledge the advance and/or booking money and/or earnest money and/or full consideration money from the intending Purchaser or Purchasers be treated as receipt and respectively from the Intending Purchaser or Purchasers as mentioned in Indenture made between the parties.
21. 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 only upon the Developer's allocation and not in any case from the Landowners' Allocation.
22. To prepare sign, execute, submit, enter into modify cancel, alter, draw approve present of Developer's allocation for registration and admit.



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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.

23. 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 judgement 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.
24. To appear and represent before any court including Hon'ble High Court and also Tribunals for and on my 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, petitions, written statements, etc., and to affirm any affidavit on our behalf and in doing it, may appoint Lawyer and to pay fees and charges and sign the Vakalatnama on my behalf for the purpose of the same in respect of the said property described in the Schedule hereunder.



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25. To receive any payment and/or deposit all monies including the Court Fee, Stamp Duty, Rectification Fees, receive refunds and in receive and grant, valid, receipts and discharge in respect thereof.
26. For the better and more effectually executing the powers or authorities aforesaid to retain and employ Solicitors, Architects Mukhtars and/or debt collecting or other agents.
27. 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.
28. To appear and represent me before all authorities make commitments and give undertakings as be required for all or any of the purposes herein contained.
29. To appear before the Rajpur Banarpur 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.
30. To observe fulfill 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.
31. 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.
32. This Power of Attorney is related and collateral covenants of Development Agreement coupled herewith in respect of Schedule



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Property between the Landowner/Principal, the Developer/ Attorney.

33. The Power conferred hereby to the Attorney is in terms of the Development Agreement coupled herewith under the provision of Section 202 of the Indian Contract Act and shall remain restricted only for the Development of the said property mentioned in Schedule hereunder and construction of the proposed building and Agreements for Sale and Sale Deeds in respect of the said premises.

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

THE FIRST SCHEDULE
(DESCRIPTION OF LAND AND PREMISES)

ALL THAT piece and parcel of Land measuring 2.167 Decimal within District - South 24 Parganas, P.S. - Sonarpur, ADNR - Sonarpur, Mouza - Rajpur, H. No. 55, R.S. and L.R. Dag No. 120 under R.S. Khatian No. 2623 presently under Rajpur-Sonarpur, Ward No. 17, (on N. S. Road) Kolkata - 700149, the entire Dag is butted and bounded as follows:-

ON THE NORTH	By Land of RS Dag No. 150, 151;
ON THE SOUTH	By N. S. C. Bose Road (Garia Barulpur Main Road);
ON THE EAST	By portion of Land in RS Dag 121;
ON THE WEST	By Municipal Road;



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

Shall mean and include :

One Residential Flat being Flat No. 7F, measuring 968 sq. ft. Super built up area (584 sq. ft. Carpet area) on the Seventh Floor as per sanction Plan;

Together with the common areas and other facilities, amenities along with undivided proportionate share of the Land;

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

ALL THAT shall mean and include the remaining built up area inclusive of flats, commercial areas and car parking spaces as per the Building sanctioned Plan for the new building or buildings together with the undivided proportionate share of land and roof and the common facilities which shall absolutely belong to the Developer after providing for the landowner Allocation to the landowner as aforesaid under this Development Agreement.

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

1. **Foundation & Structures**
 - a. RCC framed structure on concrete piles 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 ceilings.
 - b. Attractive external finish with best quality cement paint like Weather Coat with silicon.
3. **Doors-** Main door should be of Flush doors/wooden/steel.



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- a. Aluminum sliding windows with large glass panes (French window if required).
- b. Door frames of Sal wood.
- c. Solid core commercial hot pressed phenol bonded Flush doors with accessories from reputed Co. with ISI mark. The locks of all doors will be of reputed Co. of ISI mark.
4. **Flooring:-**
 - a. Flooring - Vitrified tiles or marble of reputed co. drawing dining tiles size should be 2' x 2' sqm. or slab.
 - b. **Kitchen- Floor** should be non-slippery impressed tiles.
 - a. Coloured designed ceramic tiles up to height of 30 inch.
 - 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 height of upper level of window (minimum 7")
 - 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. and use taps and shower fitting should from reputed brand.
 - 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 in living room, one bedroom, one bathroom and kitchen, T.V. connection should be in one bed room.
 - c. M.C.B. & E.L.C.B. make of reputed Co. to be installed in all Flats, floors of Blocks.



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9. Intercom facilities to be installed and to be interconnected to all the flats and security office.
10. CCTV Surveillance security system to be installed inside the ground floor lobbies and the vacant area of the project.
 - a. Electrical Calling Bell point at entrance of residential flats.
 - b. Concealed Telephone point in living room & one Bedroom.
 - c. T. V. point in living room & all the Bed rooms.
 - d. Common lighting, street lighting to be of electrical.
11. Special Features
 - a. Common Staff toilet in ground floor.
 - b. Deep tube well or water supplied by municipality and overhead tank will be provided.
 - c. Roof treatment for water proofing on the Roof and heat reflecting tiles to be fitted.

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

1. The clear un-interrupted right of access in common with the landowner and/or other occupiers of the said building at 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 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.




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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 through-out pipes, drains wires and conduits or beings in under through out pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.

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

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

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

1. Land on which the building is located and all easements rights, and appurtenances belonging to the said land and the building.
 2. Ultimate Roof of the building/s, Stair, Staircase on all the floors.
- 

3. Staircase Landings and lift landings on all floors,
4. Lift, Lift well, Lift plant installation, lift 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 wiring, motor room/space, generator and fittings.
8. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s)
9. Drainage, sewers and pipes from the building to the Rajpur Sonarpur Municipality drainage.
10. Pump room.
11. Boundary walls and main gates.
12. Ventilation duct.
13. 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.



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

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata

In presence of:-

WITNESSES

1. *Swarn Mondal*

Wapda, Tangra, Durgam

7-13272

2. *Debabrata Hazra*
East, Ashok, Subarna
Kol-84

Sanjay Ramani

SIGNATURE OF THE LANDOWNER

DARSHI HOME SEARCH PRIVATE LIMITED

Rupesh Kumar Bhowmik
DIRECTOR

SIGNATURE OF THE DEVELOPER

Drafted by:-

Soma Chakraborty

SOMA CHAKRABORTY

Advocate,

Baruipur Civil Court

WB - 2618/99



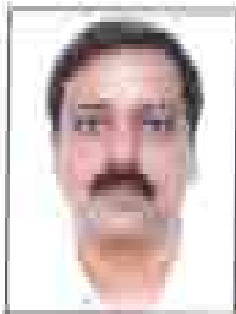
DISTRICT SUB REGISTRAR-III
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RECORDER FORM FOR TEN FINGER PRINTS



Sandip Bhanu

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
Left Hand					
	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
Right Hand					



David Egan

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
Left Hand					
	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
Right Hand					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
Left Hand					
	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
Right Hand					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB
Left Hand					
	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
Right Hand					



REGISTRAR OF COMPANIES
KERALA
7 8 JUL 2024


भारत निर्वाचन आयोग
भारत - 50
ELECTION COMMISSION OF INDIA
IDENTITY CARD

व्यक्तिगत विवरण



नाम : [Blank]
पिता का नाम : [Blank]
पता : [Blank]
प्रांत : [Blank]
पिन कोड : [Blank]
व्यक्तिगत विवरण : [Blank]
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व्यक्तिगत विवरण

नाम
पिता का नाम

पता
प्रांत

पिन कोड

व्यक्तिगत विवरण
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Major Information of the Deed

Deed No :	I-1003-11886/2024	Date of Registration	18/07/2024
Query No / Year	1003-2001647789/2024	Office where deed is registered	
Query Date	12/07/2024 5:02:43 PM	U.S.R. - III SOUTH (4-PANDEHAB, District South 24 Parganas	
Applicant Name, Address & Other Details	Soma Laksarotry Baroque Civil Court, Thana - Baranua, District - South 24 Parganas, WEST BENGAL, Pin - 700184, Mobile No. : 8236047789, Status: Advocate		
Transaction	Additional Transaction		
(3110) Sale, Development Agreement or Construction agreement	(4002) Power of Attorney, General Power of Attorney (Pt. 0-1) (4305) Other than immovable Property, Declaration (Pt. of Declaration - 2)		
Sol Path value	Market Value		
Rs. /-	Rs. 18,00,001/-		
Stamp Duty Paid(RD)	Registration Fee Paid		
Rs. 8,170/- (Amount 40%)	Rs. 00/- (Article 2, 3, 5)		
Remarks	Received Rs. 50/- (Fifty only) from the applicant for issuing the deed/rent slip (Other use)		

Land Details :


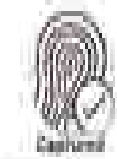

District South 24 Parganas, P.S - Sonmuri, Municipality HALDIA-SOHARPUR, Road N. S. C. Bose Road, Mouza Rajaraj, Ward No. 17, A No. 05, Pin Code - 700140

Sl. No.	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Sol Path Value (In Rs.)	Market Value (In Rs.)	Other Details
1.1	RS-120	RS-2623	Open	Open	2.107 Dec		18,79,001/-	Property is in Road
Grand Total					2.107 Dec	0/-	18,79,001/-	

Structure Details :

Sl. No.	Structure Details	Area of Structure	Sol Path Value (In Rs.)	Market value (In Rs.)	Other Details
01	On Land L3	100 Sq Ft	1/-	30,000/-	Structure Type: Structure
Plot No. 1, Area of 50cr : 100 Sq Ft, Residential Use, Consumed Floor, Age of Structure: 8 Years, Roof Type Tin Sheet, Extent of Completion: Complete					
Total		100 sq Ft	1/-	30,000/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri SANDIP PRAMANIK Son of Shri BISHWANATH PRAMANIK Executed by: Self, Date of Execution: 18/07/2024 Admitted by: Self, Date of Admission: 18/07/2024, Place: Office			
PARISHNATH DHAM 14, GARIA PLACE, City: Not Specified, P.O: GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Servant, Citizen of: India Date of Birth: XX-XX-19XX, PAN No.: AXXXXXX003, Aadhaar No: 57XXXXXX9003, Status: Individual, Executed by: Self, Date of Execution: 18/07/2024, Admitted by: Self, Date of Admission: 18/07/2024, Place: Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	GANGULY HOME SEARCH PRIVATE LIMITED 167, GARIA STATION ROAD, City: Not Specified, P.O: GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Date of Incorporation: XX-XX-20XX, PAN No.: AXXXXXX003, Aadhaar No: Not Provided to UIN(A), Status: Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri RUPESH RANJAN PRASAD (Presentant) Son of Shri MAKESWAR PRASAD Date of Execution: 18/07/2024, Admitted by: Self, Date of Admission: 18/07/2024, Place of Admission of Execution: Group			
13, GARIA PLACE, 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, Date of Birth: XX-XX-19XX, PAN No.: AXXXXXX00A, Aadhaar No: 03XXXXXX3002 Status: Representative, Representative of: GANGULY HOME SEARCH PRIVATE LIMITED (as DIRECTOR)				

Identifier Details

Name	Photo	Finger Print	Signature
Shri DEBOPRATA MAZUMDER Son of Late: SANTOSH KUMAR MAZUMDER DART BARABATI BARAPARA, City: HUL District: P.O. - KAPPA, P.S. - Barabati, District - South 24 Parganas, West Bengal, India, PIN - 743004			
	18072024	18072024	18072024
Identifier of Shri SANDIP PRAMANIK, Shri HARESH BANJAN PRASAI			

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Shri SANDIP PRAMANIK	FAMILY HOME SEARCH PRIVATE LIMITED-2.187 Cms

Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Shri SANDIP PRAMANIK	FAMILY HOME SEARCH PRIVATE LIMITED-100 0000000 Sq Ft

Endorsement For Deed Number 11-100511006/2024

On 18/07/2024

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

Admissible under rule 31 of West Bengal Registration Rules, 1962 duly stamped under schedule 1A, Article number 14 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:48 hrs on 18/07/2024, at the Office of the D.S.R. - II SOUTH 24-PARGANAS by Shri RUPESH BANJAN PRASAD .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of the property which is the subject matter of the deed has been assessed at Rs 16,00,000/-

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

Execution is admitted on 18/07/2024 by Shri SANDIP PRAMANI, Son of Shri BHOWANATH PRAMANI, PARESHNATH GHAM 14 GARIA PLACE, P.O. GARIA, Thana Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by e-signature, by Profession Service

Witnessed by Shri DEBDEBRATA MAZUMDER, . . . Son of Late SANTOSH KUMAR MAZUMDER, EAST PARTABAD BANAPARA, P.O. GARIA, Thana Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by e-signature, by profession Service

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

Execution is admitted on 18/07/2024 by Shri RUPESH BANJAN PRASAD, DIRECTOR, GANGLY HOME SEARCH PRIVATE LIMITED, 187, GARIA STATION ROAD, City- Nil Sanchal, P.O.- GARIA, P.O.-Sonarpur, District-South 24 -Parganas, West Bengal, India, PIN- 700084

Witnessed by Shri DEBDEBRATA MAZUMDER, . . . Son of Late SANTOSH KUMAR MAZUMDER, EAST PARTABAD BANAPARA, P.O. GARIA, Thana Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by e-signature, by profession Service

Payment of Fees

Certified that required Registration Fee payable for this document is Rs 60,000/- (E = Rs 20,000/- J1 = Rs 20,000/- M2) + Rs 4,000/- and Registration Fees paid by Cash Rs 27,000/-, by online = Rs 20/-

Description of Online Payment using Government Receipt Portal System (GRPS), Finance Department, Govt. of WB Online on 18/07/2024 1:35PM with Govt. Ref. No: 103024250126019701 on 18/07/2024, Amount Rs: 20/-, Bank: ICICI Bank (ICIC00000008), Ref. No: 2024751624 on 18/07/2024, Head of Account 0030-03-104-001-10

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,070/- and Stamp Duty paid by Stamp Rs 100.00/- by online = Rs 5,070/-

Description of Stamp

1. Stamp Type: Imprinted, Serial No: 5187A, Amount: Rs.100.00/-, Date of Purchase: 28/06/2024, Vendor Name: I K PUROKAYASTHA

Description of Online Payment using Government Receipt Portal System (GRPS), Finance Department, Govt. of WB Online on 18/07/2024 1:35PM with Govt. Ref. No: 103024250126019701 on 18/07/2024, Amount Rs: 5,070/-, Bank: ICICI Bank (ICIC00000008), Ref. No: 2024751624 on 18/07/2024, Head of Account 0030-03-103-003-02

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

Certificate of Registration under section 69 and Rule 69.
Registered in Book - I
Volume number 1603-2024, Page from 309010 to 309055
being No 160311856 for the year 2024.



Digitally signed by Debasish Dhar
Date: 2024.07.18 20:12:29 +05:30
Reason: Digital signing of Deed.

(Debasish Dhar) 18/07/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.