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भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AA 912086

*M. H. S.*

*1274476/2021*  
*Mr. 3240007*



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

*[Signature]*

Additional Registrar of Assurances-IV, Kolkata

*Rinku Suman*

Additional Registrar of Assurances-IV, Kolkata

11 AUG 2021

**DEVELOPMENT AGREEMENT REGISTERED along with REGISTERED DEVELOPMENT POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY made on this *11<sup>th</sup>* day of *August*, Two Thousand Twenty One (2021).

BETWEEN

*Binay Pro Singe*

*A. Saha*

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No.....  
Address.....  
Rs.....  
Date.....

**SWARNADIP DAS**  
Advocate  
6 Old Post Office Street  
(Gr. Floor) Room No. 56  
Kolkata-700 001

28 JAN 2021

**SIPRA DEAN**  
Licence No. 28A  
Code : 1070

1, N. S. Road, Kolkata-700 001  
*[Handwritten Signature]*



ADDITIONAL REGISTRAR  
OF ASSURANCES - W. KOLKATA  
11 AUG 2020





Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
GRIPS eChallan

GRN Details

GRN: 192021220044243781      Payment Mode: Online Payment  
GRN Date: 04/08/2021 17:24:36      Bank/Gateway: Indian Bank  
BRN : IB04082021079377      BRN Date: 04/08/2021 00:08:00  
Payment Status: Successful      Payment Ref. No: 2001274476/12/2021  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: VENI REALTORS LLP  
Address: KOLKATA  
Mobile: 7003104118  
EMail: venirealtorswithyou@outlook.com  
Depositor Status: Buyer/Claimants  
Query No: 2001274476  
Applicant's Name: Mr SWAPNADIP DAS  
Identification No: 2001274476/12/2021  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001274476/12/2021	Property Registration- Stamp duty	0030-02-103-003-02	7011
2	2001274476/12/2021	Property Registration- Registration Fees	0030-03-104-001-16	3521
			<b>Total</b>	<b>10532</b>

IN WORDS: TEN THOUSAND FIVE HUNDRED THIRTY TWO ONLY.



**SHIVRATHI BUILDERS PRIVATE LIMITED, (PAN no. AAUCS1798J) & (CIN : U70102WB2014PTC199799)**, a company incorporated under the Companies Act, 1956, having its registered office at Unit No. 204, 2nd Floor of Chandan Niketan Building, 52A, Shakespeare Sarani, P.O. Circus Avenue, P.S. Beniapukur, Kolkata - 700017, having duly represented by its **Director, Mr. Ranajit Seth (PAN - DERPS0920F) & (AADHAR No. 767280146027)**, son of Mr. Jhantu Seth, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 44, S. N. Roy Road, Sahapur, P.O. & P.S. Behala, Kolkata - 700038, West Bengal, hereinafter called the "**OWNER**" (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include **its** heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **FIRST PART.**

**AND**

**VENI REALTORS LLP, (PAN no. AARFV6307N) & (LLP ID no. AAO-5235)**, a limited Liability Partnership, incorporated under Section - (58) of the Limited Liability Partnership Act (LLP Act), 2008, having its registered office at Lokenath Tower, Flat no. 17, 5th Floor, at premises no. 73, Nishi Kanan, Teghoria, P.O. Hatiara, P.S. Baguati, Kolkata - 700157, District - 24 Parganas (North) and being duly represented by its partners namely (1). **SRI. BINAY KUMAR SINGH, (PAN no. BFVPS9269A) & (AADHAAR no. 713153086357) & (Mobile no. 9339898663)**, son of Late Manager Prasad Singh, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Lokenath Tower, Flat no. 17, 5th Floor, premises no. 73, Nishi Kanan Teghoria, P.O. Hatiara, P.S. Baguati, Kolkata - 700157, District - 24 Parganas (North) and (2). **SRI. RINKU SHAW, (PAN no. BFOPS3130R) & (AADHAAR no. 312585708671) & (Mobile no. 7003104118)**, son of Sri Jimdari Shaw, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at premises no. E I / 1, Jyangra South Math, Near Maha Maya Club, P.O. Hatiara, P.S. Baguati, Kolkata - 700059, District - 24 Parganas (North), hereinafter called and referred to as the "**PROMOTER**" (which expression shall, wherever the context permits, include **its** successors in interests and assigns including those of the respective partners) of the **SECOND PART.**

**WHEREAS** one Kalidasi Dasi was the absolute Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of Shali land measuring about **54 decimals** more or less comprised in C.S. Dag No. 408, **R.S. Dag No. 413**, under C.S. Khatian No. 468, R.S. Khatian No. 674, lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District: North 24-Parganas.

**AND WHEREAS** by a **Deed of Conveyance** dated **27.02.1980** was registered at the office of the Sub-Registrar, Cossipore Dum Dum recorded in Book No. 1, Volume No. 59, Pages 7 to 9 being **Deed No. 1396 for the year 1980**, Kalidasi Dasi, therein described as the Vendor, who had sold, transferred and conveyed unto and in favour of Mastan Chaprashi alias Mostabar Chaprashi, therein described as the Purchaser of **ALL THAT** piece and parcel of Shali land measuring about **25 decimals** more or less out of 54 decimals comprised in C.S. Dag No. 408, **R.S. Dag No. 413**, under C.S. Khatian No. 468, **R.S. Khatian No. 674**, lying and situated at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District : North 24-Parganas.

**AND WHEREAS** the said Mastan Chaprashi alias Mostabar Chaprashi died intestate, leaving behind his wife, Salehar Bibi, only minor son namely Rejjak Chaprashi alias

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Rejjak Molla and three minor daughters namely Asura Bibi alias Asura Begam, Masura Khatun alias Sundar Khatun and Rejjina Bibi alias Khayarunnesa as his legal heirs and none else.

**AND WHEREAS** by a **Deed of Conveyance** dated **31.10.1986** registered at the Office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book no. 1, Volume No. 152, Pages : 489 to 494 being **Deed No. 7960 for the year 1986**, the said Salehar Bibi, alongwith her minor son Rejjak Chaprashi alias Rejjak Molla and her three minor daughters Asura Bibi alias Asura Begam, Masura Khatun alias Sundar Khatun and Rejjina Bibi alias Khayarunnesa, represented by their natural guardian, being their mother Salehar Bibi, therein collectively called as the Vendors, who had sold, transferred and conveyed unto and in favour of **Ram Dulari Roy**, therein described as the Purchaser of **All That** piece and parcel of Shali land measuring about **25 decimals** more or less equivalent to 15 Cottahs comprised in C.S. Dag No. 408, **R.S. Dag No. 413**, under C.S. Khatian No. 468, **R.S. Khatian No. 674**, lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. -145, Pargana - Kalikata, P.S. Rajarhat, District : North 24-Parganas.

**AND WHEREAS** subsequently the said minor son Rejjak Chaprashi alias Rejjak Molla, Masura Khatun alias Sundar Khatun and Asura Bibi alias Asura Begam all became major and demanded their shares from the said purchaser, Ram Dulari Roy and to secure the right title and interest on the land and the said Ram Dulari Roy then purchased their shares **ALL THAT** piece and parcel of Shali land measuring 17.50 decimals more or less being a part of the aforesaid 25 decimals more or less comprised in C.S. Dag No. 408, **R.S. Dag No. 413**, under C.S. Khatian No. 468, **R.S. Khatian No. 674**, lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. - 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District : North 24-Parganas, vide deed bearing No. 7960 for the year 1986, from the said Rejjak Chaprashi alias Rejjak Molla, Masura Khatun alias Sundar Khatun and Asura Bibi alias Asura Begam. And the present Deed was registered on 25.01.1993, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 11, Pages - 339 to 344, being **Deed No. 502 for the year 1993**.

**AND WHEREAS** the said Ram Dulari Roy duly mutated her name in the Records of Rights in L.R. Khatian No. 1495/1. In the Records of Rights/Porcha, the name of the Ram Dulari Roy was wrongly recorded as Ram Kumari Roy, in respect of 25 decimals more or less of land comprised in R.S. Dag No. 413, L.R. Khatian No. 1495/1 lying and situate at Mouza-Chakpachuria.

**AND WHEREAS** by a **Deed of Conveyance** dated **01.06.2007**, registered at the Office of the D.R. North 24-Parganas, Barasat and recorded in Book No. 1, being **Deed No. 08239** for the year **2007** the said Ram Dulari Roy, therein described as the Vendor who had sold, transferred and conveyed unto and in favour of **Tarak Chandra Saha**, therein described as the Purchaser of **ALL THAT** piece and parcel of Shali land measuring about **22.50 decimals** more or less equivalent to 13 cottahs 8 chittacks comprised in C.S. Dag No. 408, R.S. Dag No. 413, Under C.S. Khatian No. 468, **R.S. Khatian No. 674**, lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District : North 24-Parganas.

**AND WHEREAS** the said Rejjina Bibi alias Khayarunnesa Bibi when she had become major and thereafter had made a claim before the said Ram Dulari Roy and also before the said owner Tarak Chandra Saha regarding her share in the said land. After intervention of the local people of the said area, it had been settled by and between the parties therein that the said Rejjina Bibi alias Khayarunnesa Bibi shall get a part of the consideration and shall sign the said Deed as Confirming Party and shall

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relinquish her all demand, claim, right, title and interest on the said land that shall be sold by the present owner Tarak Chandra Saha as Vendor in favour of Sawkat Ali Laskar, therein as the Purchaser.

**AND WHEREAS** by a **Deed of Conveyance** dated **14.03.2008** registered at the Office of Additional District Sub-Registrar, Bidhannagar recorded in Book No. 1, CD Volume No. 4, Pages: 231-256, **being No. 03472 for the year 2008**, the said **Tarak Chandra Saha**, therein as the vendor, Rejina Bibi Alias Khayarunnesa Bibi, therein as the Confirming Party had sold, transferred and conveyed unto and in favour of **Sawkat Ali Laskar**, therein as the Purchaser of **All That** piece and parcel of Shali land measuring about **22.50 decimals** more or less equivalent to 13 cottahs 8 chittacks comprised in C.S. Dag No. 408, **R.S. Dag No. 413**, under C.S. Khatian No. 468, R.S. Khatian No. 674, L.R. Khatian No. 1495/1 lying and situate at Mouza: Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, Distirct : Noth 24 Parganas.

**AND WHEREAS** thus the said Sawkat Ali Laskar, the Vendor herein had become then the absolute Owner of **All That** piece and parcel of Shali land measuring **22.50 decimals** more or less equivalent to 13 cottahs 8 chittacks comprised in **C.S. Dag No. 408, R.S. Dag No. 413**, under C.S. Khatian No. 468, R.S Khatian No. 674, L.R. Khatian No. 1495/1 lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District: North 24-Parganas.

**AND WHEREAS** thereafter the said Sawkat Ali Laskar had duly mutated his name in the Records of Rights under L.R. Khatian No. 1743 in respect of aforesaid land comprised in C.S. Dag No. 408, R.S. and L.R. Dag No. 413, lying and situate at Mouza - Chakpachuria.

**AND WHEREAS** by a **Deed of Conveyance dated 23<sup>rd</sup> December, 2008** registered at the office of Additional District Sub-Registrar, Bidhannagar recorded in Book No. 1, C.D. Volume No. 14, Pages 2113 to 2136, **being No. 14770 for the year 2008** had made between Nirmal Kanodia, therein as the Vendor/Owner therein and (1) Sawkat Ali Laskar, and (2) Jahiruddin Molla, therein jointly called as the Purchasers, the said Nirmal Kanodia had sold, transferred and conveyed unto and in favour of (1) Sawkat Ali Laskar, and (2) Jahiruddin Molla, of **ALL THOSE** piece and parcel of land measuring about **3.4844 decimals** out of 9.00 decimal comprised in C.S. Dag No. 409, corresponding to R.S. and L.R. Dag No. 414 and Shali land measuring 4.3125 decimals out of 12.00 decimal comprised in C.S. Dag No. 410 corresponding to R.S. and L.R. Dag No. 415 totaling to 7.7969 decimals more or less under C.S. Khatian No. 461, R.S. and L.R. Khatian No. 526, 1496 & 1231 lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District: North 24-Parganas; by virtue of Deed being No. 14770 dated 23<sup>rd</sup> December, 2008 the said (1) Sawkat Ali Laskar, and (2) Jahiruddin Molla had become absolute joint Owners.

**AND WHEREAS** in accordance with the said **Deed of Conveyance dated 23<sup>rd</sup> December, 2008 being No. 14770 for the year 2008** the said Sawkat Ali Laskar had become the owner of undivided 2/3<sup>rd</sup> share of 3.4844 decimal i.e. 2.3229 decimal more or less under R.S. and L.R. Dag No. 414 and undivided 2/3<sup>rd</sup> share of 4.3125 decimal i.e. 2.8750 decimal more or less under R.S. and L.R. Dag No. 415.

**AND WHEREAS**, the said Sawkat Ali Laskar had duly mutated his name in the Records of Rights/Parcha under **L.R. Khatian No. 1743** in respect of aforesaid land measuring 2.3229 decimal comprised in C.S. Dag No. 409, R.S. and L.R. Dag No. 414, and 2.8750 decimal comprised in C.S. Dag No. 410, R.S. and L.R. Dag No. 415, lying and situate at Mouza - Chakpachuria.

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**AND WHEREAS** thereafter the Vendor **Sawkat Ali Laskar**, being desirous of selling of **ALL THOSE** pieces and parcels of shali land measuring about 1.00 decimal more or less out of 41.00 decimal comprised in C.S. Dag No. 408, R.S. and L.R. Dag No. 413 and shali land measuring about 2.3229 Decimal more or less out of 9.00 decimal under R.S. and L.R. Dag No. 414 and shali land measuring about 0.6771 decimal more or less out of 12.00 decimal under R.S. and L.R. Dag No. 415 under L.R. Khatian No. 1743 totaling to 4.00 decimal more or less which is equivalent to **2 cottah 6 chittaks 32 square feet** more less lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District - North 24-Parganas; Pin - 700156, as morefully and particularly described in the **SCHEDULE** hereunder written, hereinafter referred to as the said plots of land.

**AND WHEREAS** by a **Deed of Conveyance** dated **25.05.2019** registered at the office of the A.R.A. - IV, Kolkata, and recorded in Book No. 1, Volume No. 1904-2019, Pages : 236746 to 236778 **Deed being No. 5336** for the year **2019** the said **Sawkat Ali Laskar**, had sold, transferred and conveyed unto and in favour of **SHIVRATHI BUILDERS PRIVATE LIMITED** of **ALL THOSE** piece and parcel of Shali land measuring about **1.00 decimal** more or less out of 41.00 decimals comprised in C.S. Dag No. 408, **R.S. and L.R. Dag No. 413** and shali land measuring about **2.3229 decimal** more or less out of 9.00 decimal under **R.S. and L.R. Dag No. 414** and shali land measuring about **0.6771 decimal** more or less out of 12.00 decimal under **R.S. and L.R. Dag No. 415** under **L.R. Khatian No. 1743** totaling to **4.00 decimal** more or less which is equivalent to **2 cottah 6 chittaks 32 square feet** more less lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat, District : North 24-Parganas, Pin Code-700156, as morefully and particularly described in the **SCHEDULE** hereunder written, hereinafter referred to as the **said plot of land**.

**AND WHEREAS** thereafter the **Owner** herein, **SHIVRATHI BUILDERS PRIVATE LIMITED**, had mutated its name in **L.R. Khatian No. 4165** in the records of **Patharghata Gram Panchayat** as recorded Owner and have so long been enjoying and possessing the same with good right and full and absolute power of Ownership and have every right to transfer the same or any part to anybody by any way and possessed and enjoyed the said property free from all encumbrances.

**1.1. Ownership:** Now **SHIVRATHI BUILDERS PRIVATE LIMITED**, the **Owner** herein is thus well seized and possessed or of otherwise well and sufficiently entitled to the land measuring an area **4 decimals / satak** more or less lying and situate at **Mouza - Chakpanchuria**, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, **P.S. Rajarhat, presently Techno City**, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat within the local limit of Patharghata Gram Panchyat, Pin Code-700156, District : North 24 Parganas West Bengal, morefully described in the **Schedule 'A'** written hereunder.

**1.2. Project Land : ALL THAT** a piece or parcel of Bastu land measuring an area of **4 decimals / satak** more or less which is equivalent to more or less which is equivalent to **2 cottah 6 chittaks 32 square feet** more or less lying and situate at **Mouza - Chakpanchuria**, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, **P.S. Rajarha, presently Techno City**, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat within the local limit of Patharghata Gram Panchyat, Pin Code-700156, District : North 24 Parganas morefully described in the **Schedule 'A'** written hereunder.

**1.3. Development Agreement by and between the parties herein:**

The **Owner** herein expressed its desire to develop the said project land herein, by constructing a **Multistoried Building** consisting of flats, garages and shops etc. on



the said land and hence the **Owner** has approached the **Promoter** herein to develop the said project land as per his expertise as morefully described in the **Schedule 'A'** written hereunder at the cost and/or expense of the said **Promoter**, and, accordingly the said **Owner** has agreed to execute one **Registered DEVELOPMENT AGREEMENT** with **Registered Power of Attorney** in favour of the **Promoter**, the second part herein and to avoid future contradiction and confrontation, the **Owner** has agreed to execute this instant Development Agreement in favour of the **Promoter** as has been mutually agreed upon, as the **Owner** herein has agreed to develop the aforesaid project land on the following terms and conditions.

**1.4. Registered Power of Attorney:** For the smooth running of the said project, the **Owner** has agreed to execute a **Registered Power of Attorney** by which the **Owner** herein will appoint and nominate the **Promoter** herein.

**2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH** as follows :-

**ARTICLE - I - DEFINITION**

**2.1. LAWS/REGULATIONS** - For the purpose of this JOINT DEVELOPMENT AGREEMENT, unless the context otherwise requires: -

- i. **Act**" means the Real Estate (Regulations and Development) Act, 2016 (Act 16 of 2016, dated 26.03.2016) as amended by the Real Estate (Regulations and Development) Removal of Difficulties Order, 2016 dated 28.10.2016.
- ii. That the said Development Agreement, the content and the purports thereof shall be primarily guided by the provisions of the afore-mentioned act and order alongwith all its subsequent amendments.
- iii. **"Advertisement"** means any document described or issued a advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment of inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes.
- iv. **"Agreement for sale"** means an agreement entered into the promoter and the allottee.
- v. **"allottee"** in relation to a real estate project, means the person to whom a plot, apartment or building, as the case maybe, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.
- vi. **"apartment"** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or go-down or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified.
- vii. **"architect"** means a person registered as an architect under the provisions of the Architects Act, 1972 (20 of 1972).
- viii. **"building"** includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes.
- ix. **"car parking area"** means such area as may be prescribed.

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- x. **"carpet area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- xi. **"Commencement certificate"** means the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan.
- xii. **"common areas"** mean-
- a. the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
  - b. the staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings;
  - c. the common basements, terraces, parks, play areas, open parking areas and common storage spaces.
  - d. the Premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
  - e. installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.
  - f. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
  - g. all community and commercial facilities as provided in the real estate project.
  - h. all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;
- xiii. **competent authority**" means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property.
- xiv. **"completion certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws. -2
- xv. **"day"** means the working day, in the concerned State or Union territory, as the case may be, notified by the appropriate Government from time to time; APK
- xvi. **"development"** with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes re-development; Dr. Zoh
- xvii. **"development works"** means the external development works and internal development works on immovable property;
- xviii. **"engineer"** means a person who possesses a bachelor degree or equivalent from an institution recognized by the all India Council of Technical Education or any University or any Institution recognized under a law or is registered as any engineer under any law for the time being in



- force;
- xix. **"external development works"** includes roads and road systems landscaping, water supply, sewage and drainage system, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or any outside, a project for his benefit, as may be proof under the local laws;
- xx. **"family"** includes husband, wife, minor son and unmarried daughter wholly dependent on a person;
- xxi. **"garage"** means a place within a project having a roof and walls on three uncovered parking space such as open parking areas;
- xxii. **"immovable property"** includes land, building, rights of ways, lights or any other benefits arising out of land and things attached to the earth or permanently fastened to anything which is attached to the earth, but not standing timber, standing crops or grass;
- xxiii. **"interest"** means the rates of interest payable by the promoter or the allottee, as the case may be;
- xxiv. **"internal development works"** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit as per sanctioned plans;
- xxv. **"local authority"** means the Municipal Corporation or Municipality or Panchayats or any other local body constituted under any law for the time being in force for providing Municipal Services or basic services, as the case may be in respect of areas under its Jurisdiction
- xxvi. **"occupancy certificate"** means the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- xxvii. **"Promoter"** means,-
- I. a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or
  - II. a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures there on; or
    - a. buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or
    - b. plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or
  - III. any development authority or any other public body in respect of allottees of-
  - IV. an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments

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- or buildings for its Members or in respect of the allottees of such apartments or buildings; or
- V. any other person who acts himself as a builder, colonizer, contractor, promoter, estate promoter or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or
- VI. Such other person who constructs any building or apartment for sale to the general public.
- xxviii. "**prospectus**" means any document described or issued as a prospectus or any notice, circular, or other document offering for sale of any real estate project or inviting any person to make advances or deposits for such purposes;
- xxix. "**real estate agent**" means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case maybe, and includes property dealers, brokers, middlemen by whatever name called;
- xxx. "**real estate project**" means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case maybe, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;
- xxxi. "**regulations**" means the regulations made by the Authority under this Act;
- xxxii. "**rule**" means the rules made under this Act by the State Government;
- xxxiii. "**sanctioned plan**" means the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project;
- xxxiv. "**State Government**" means the State Government in the Housing Department;
- xxxv. Words and expressions used herein but not defined in this Act and defined in any law for the time being in force or in the municipal laws or such other relevant laws of the State Government shall have the same meanings respectively assigned to them in those laws.

## 2.2. OWNER / VENDOR SHALL MEAN-

**SHIVRATHI BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, its registered office at Unit No. 204, 2nd Floor of Chandan Niketan Building, 52A, Shakespeare Sarani, P.O. Circus Avenue, P.S. Beniapukur, Kolkata - 700017, represented by its Director **Mr. Ranajit Seth** (which expression



shall unless repugnant to the context meaning thereof be deemed to mean and include **its** heirs, executors, administrators, successors-in-interest and permitted assigns).

**2.3. PROMOTER SHALL MEAN VENI REALTORS LLP**, a Limited Liability Partnership Company incorporated under Section - 58 of the Limited Liability Partnership Act (LLP Act), 2008, represented by its Partners named (1). **SRI. BINAY KUMAR SINGH** and (2). **SRI. RINKU SHAW** (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include **its** heirs, executors, administrators, successors-in-interest and permitted assigns).

**2.4. PREMISES /PROJECT LAND SHALL MEAN**

**ALL THAT** a piece or parcel of **Bastu** land measuring an area of **4 decimals / satak** more or less lying and situate at **Mouza - Chakpanchuria, R.S. and L.R. Dag No. 413, 414 & 415, L.R. Khatian No. 1743, J.L. No. 33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana - Kalikata, P.S. Rajarhat presently Techno City, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat within the local limit of Patharghata Gram Panchayat, Pin Code-700156, District : North 24 Parganas, District : North 24 Parganas West Bengal.**

**2.5. BUILDING**

Shall mean **Multistoried Building** to be constructed by the **Promoter** herein according to the sanctioned plan as shall be issued by the **Patharghata Gram Panchayat, N.K.D.A. and N-24 Parganas Zilla Parishad** or any other competent authority (ies) including concerned authority, in the District of 24-Parganas (North) on the said plot of land more fully and particularly described in the **Schedule 'A'** written hereunder and referred to as the "**SAID BUILDING**".

**2.6. FORCE MAJEURE**

Shall include natural calamities, Act of God, flood, pandemic situation like Covid 19, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or charges in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the **Promoter**.

**2.7. REASONABLE HINDERANCE APART FROM FORCE MAJEURE :**

That if any situation that may arise apart from the reasons covered under the 'force majeure' clause hereunder that might have the reasonability to cause hindrance to the performance of the said project; in that case, such shall be considered for condoning the cause of any delay towards completion of the said project and the extension of the time period for the project completion shall have to be agreed upon by and between the parties upon mutual discussion and consensus expressed in writing.

**FLAT/UNIT** – a separate and self-contained part of any immovable property, including one or more rooms enclosed spaces, located on one or more floors or any part thereof.

**2.8. SALABLE SPACE:**

Shall mean the constructed space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the Owner's allocation.

**2.9. LAND OWNER'S ALLOCATION:**

It has been further agreed by and between the parties herein that the **Owner** shall be entitled to the following :-



- a. An amount of interest free security deposit ("Security Deposit") which is of **Rs. 3,50,000/- (Rupees Three lakhs and Fifty Thousand)** only and such amount shall be refunded to the **Promoter** by the **Owner** after receiving Completion Certificate of the project from the concerned Authority.
- b. Apart from that the **Owner** shall be entitled to receive a net share of **38.8% (Thirty Eight point Eight Percent)** of the total sale proceeds that shall be received from the sale proceeds of sale of apartments / units / Flat / Parking Space in the **Said Building** as well as un-demarcated and undivided proportionate share of land therein in the said property proportionate to such said **38.8% (Thirty Eight point Eight Percent)** share accrued thereto, out of the entire sale proceeds acquired in respect of the said property the Proportionate share **38.8% (Thirty Eight point Eight Percent)** of the sale proceeds / revenue shall be paid by the **Promoter** in favour of the **Owner** from the inception of receiving any amount from any **Intending Purchaser(s)** in respect of any sale of Flat/ Parking Space till receiving the full and final payment from any **Intending Purchaser(s)**. On the other hand, the **Promoter** (having selling rights) shall be entitled to receive a net share of the balance / remaining share **61.2% (Sixty One point Two Percent)** of the sale proceeds after disbursing the **38.8% (Thirty Eight point Eight Percent)** of the sale proceeds / revenue in favour of the **Owner** that will pertain to the sale of apartments / units in the **Said Building TOGETHER WITH** sale of parking spaces as well as un-demarcated and undivided proportionate share of land therein in the Said Property proportionate to such said **61.2% (Sixty One point Two Percent)** share accrued thereto, out of the entire sale proceeds acquired in respect of the Said Property. Therefore, the sharing of sale proceeds between the **Owner** and **Promoter** with regard to selling of apartments/units, Flat / Parking Space or any nature of commercial transaction shall be in **38.8:61.2 (Thirty Eight point Eight : Sixty One point Two) ratio**. The Brokerage and/or Marketing costs associated with the sales and marketing of the abovementioned salable areas shall be included as cost and after consideration of such cost the aforesaid revenue shall be ascertained and the **Owner** shall not be liable for any such payments in this regard.
- c. The said Security Deposit shall be paid by the **Promoter** to the **Owner** at the time of Registration of this instant **Development Agreement** and this said amount shall be refunded by the **Owner** to the **Promoter** after receiving Completion Certificate from the concerned Authority.
- d. Apart from the **Owner's allocation** as mentioned in **Schedule 'B'** hereof, the **Owner** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities, pertaining to rights of access and enjoyment in commonality as mentioned in **Schedule 'D' and Schedule 'E'** hereof.
- e. In case further floor(s) is/are constructed above the 4<sup>th</sup> floor of the building after obtaining the fresh or revised building plan, the revenue sharing ratio shall be distributed by and between both the parties herein on the basis of the ratio of **38.8 : 61.2 %** share as mentioned herein.
- f. Be it more specifically and categorically stated herein that the aforesaid refundable Security Deposit amount of **Rs. 3,50,000/- (Rupees Three lakhs and Fifty Thousand)** only shall be refunded by the **Owner** to the **Promoter** after receiving Completion Certificate from the Concerned Authority and by failing and neglecting to refund the aforesaid refundable Security Deposit amount of **Rs. 3,50,000/- (Rupees Three lakhs and Fifty Thousand)** only, the **Promoter** shall be at liberty to deduct the said Security Deposit amount being **Rs. 3,50,000/- (Rupees Three lakhs and Fifty Thousand)** only from the sale

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proceeds of the **Owner's allocation** that being **38.8%** revenue sharing ratio as mentioned herein.

**2.10. PROMOTER / PROMOTER'S ALLOCATION:**

The **Promoter** will get the balance/remaining share **61.2%** of the sale proceeds.

**2.11. BUILT UP AREA / COVERED-AREA:**

Shall mean the plinth area of that Flat including the area of bathrooms, balconies and terraces, in any apartment thereto and also the thickness of the walls (external or internal), the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, the one-half of the area under such wall, column or pillar shall be included in each such Flat.

**2.12. SUPER BUILT-UP AREA:**

Shall mean the area of a Flat to be computed by the **Promoter** by adding to the Built-up / Covered Area of the Flat with proportionate share in the Common Portions as may be deemed appropriate by the **Promoter** and/or the **Architect** in its absolute discretion.

**2.13. TRANSFEREE:**

Shall mean a person / firm / HUF/ limited company / association of person to whom any space in the building has been transferred.

**2.14. SINGULAR:**

Shall include plural and vice versa.

**2.15. MASCULINE GENDER:**

Shall include feminine and neutral genders and vice versa.

**2.16. PERSON:**

Shall include any corporation, firm partnership or other forms of association.

**2.17. ADVOCATE FOR THE PROJECT**

Shall mean Mr. Swapnadip Das, Advocate, having its office at Temple Chamber, no. 6, Old Post Office Street, Room no.56, Ground Floor, Kolkata - 700001.

**3. ARTICLE - II, COMMENCEMENT**

This Agreement shall be deemed to have been commenced on and with effect from \_\_\_\_\_ day of \_\_\_\_\_.

**4. ARTICLE - III, OWNER'S RIGHT and REPRESENTATION :**

**4.1. Rightful legal possession**

**4.1.A.** The **Owner** is now seized and possessed of and / or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as immediate possession to the **Promoter** to develop the said premises. The **Owner** hereby represents and covenants that the land comprising the Said Property is butted and bounded on all sides as per plan annexed herewith.

**4.1.B.** There is/are no existing agreement(s) regarding the development or sale of the said premises and that all other agreement(s) if any made prior to this agreement, be treated as cancelled and the **Owner** agree to indemnify and keep indemnified the **Promoter** against any or all claims made by any third party in respect of the said premises and the **Promoter** has or shall have no liability in this regard. That the **Owner** shall handover the vacant peaceful and exclusive possession of the aforesaid property after meeting all liabilities pertaining to project property to the **Promoter** and the **Owner** has not executed any Power of Attorney in respect of the Said Property or any part thereof for any purpose whatsoever in favour of any person and the **Owner** has not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the Said Property or any part thereof.

**4.1.C.** The **Owner** shall pay and clear up all the arrears on account of Khajna/ Municipal / Panchayat taxes and outgoing of the said project land up to the

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date of execution of this instant agreement. It is further agreed by and between the parties that the **Owner** shall not pay any taxes and municipal taxes and other taxes in respect of the said project property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said property would be borne by the **Promoter** from the date of execution of these presents till the date of handing over the entire share of the sale proceeds as per **Owner's allocation** mentioned herein above. After getting the entire share of the sale proceeds as per **Owner's allocation** mentioned herein the **Owner** shall pay respective tax and khajna only for its allocated portion.

#### **4.2. Free from Encumbrances**

**4.2.A.** The **Owner** specifically undertakes that the said project property has not been subject to any notice of attachment under Public Demands Recovery Act or for non- payment of Income Tax or under any other Law of the Land. The Said project Property is not affected by any attachment including any attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or law or otherwise whatsoever or howsoever and there was or is no certificate case or proceeding against the Land Owner for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts or law for the time being in force.

**4.2.B.** The **Owner** hereby unequivocally and unambiguously declares that the said plot of land is free from all encumbrances and liens, lis-pendens, attachments, trust acquisitions, requisitions whatsoever and howsoever and the **Owner** has marketable title thereto and the aforesaid lands are not affected by or under the Urban Land (Ceiling and Regulation) Act, 1976 or under the West Bengal Land Reforms Act, 1955 or by any other Act or law and that no certificate proceeding and no notice of attachment has or have been instituted and / or served upon the **Owner** under the Income Tax Act, 1961 or Gift Tax or wealth Tax and / or under Estate Duty Act or under any Statute law of the past or of the present in force and that no notice has ever been served upon the **Owner** and the **Owner** hereby also declares that there is no excess vacant land in the said property within the meaning of **Urban Land (Ceiling and Regulation) Act, 1976 or by any other Act or law.** Nevertheless, the **Promoter** shall prefer search enquiry/(ies) under the provisions as laid down under the Right to Information (RTI) Act, 2005 before the concerned Government Authority/(ies) for cross verification of the representation/s as made by the **Owner** herein, and, if any discrepancy (ies) is/are found upon such enquiry, and, if there lay any encumbrance in regards to the said land in question of the **Owner**, in that case, the **Owner** shall take full responsibility to clear the same in order to make it conducive for construction of the said development project, and, in order to do so, the **Owner** may choose to take help from the **Promoter**, if need be, for all the practical purposes, and shall also offer relevant concession/s to the timeline of the said Development Project as mutually agreed herein for the delay that may be caused upon such discovery of any such encumbrance(s).

**4.2.C.** The **Owner** hereby represents and covenants that no portion of the said project property has been affected by West Bengal Thika Tenancy Act, 2001 or by any of its amendments and thereafter.

**4.3.** That the **Owner** undertakes to hand over the peaceful, exclusive and vacant

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possession of the property for the purpose of raising the new construction at the said project property to the **Promoter**. That the **Owner** undertakes to make good all losses suffered by the **Promoter** on account of any defect in title of the property and also undertakes that if any defect be found in future then the **Owner** shall repay the entire amount which the Directors / Authorized Representatives of the **Owner** received from **Promoter** and also compensate the **Promoter** for the monetary loss incurred by the **Promoter** during construction.

4.4. That the **Owner** undertakes that said property is free from all encumbrances, attachments and Said Property is not affected by any requisition or acquisition or alignment or scheme of any authority or authorities under any law and/or otherwise.

4.5. That the **Owner** undertakes to sign all the required documents that are required for the mutation of project land that are yet to be mutated in the name of the **Owner** in the records of the BL and LRO Department, Govt. of West Bengal at the cost of the **Owner**.

4.6. That the total area of the project land which is Bastu in nature is more or less **4 decimals / satak** *more or less which is equivalent to 2 katha, 6 chitab, 3/2*

4.7. That if the **Owner** fails to provide the right title and interest of the said land for the purpose of the said project free from encumbrance(s) within the specified time as mentioned herein-above and, furthermore, if there be any emergence of encumbrance(s) thereafter at any time during the subsistence of the completion of the said project which in the opinion of the **Promoter** cannot be resolved within a reasonable period and such might reasonably hamper the progress and profitability of the said project, in that case, the **Promoter** shall have the right to terminate this instant development agreement and exit from the said project by assigning the said reason vide a written notice to the **Owner** which the **Owner** shall accept the same without raising any dispute and shall refund the said security advance and any other money and/or money's worth that may be relevant within a month from the receipt of the said notice to the **Promoter** of the said project.

#### **5. ARTICLE - IV, PROMOTER'S RIGHTS**

5.1. **Authority of Promoter:** The **Promoter** shall have the authority to deal with the project property in terms of the Agreement and/or negotiate with any person or persons or enter into any Contract or Agreement or take any advance against the **Promoter's** allocation or acquired right under this instant Agreement and, in case, the **Promoter** requires any financial assistance from any Nationalized / Private / Foreign Bank or from any Financial Institution for the better development or expansion of the proposed building without imposing any financial liability to the **Owner**, the **Owner** shall enter into any kind of Agreement and execute any sorts of documents that may be required from time to time for this purpose.

5.2. **Legal right of Construction:** The **Owner** hereby grants permission, subject to what have been hereunder provided to the **Promoter** to build new building upon the said land in accordance with the plan sanctioned by **Patharghata Gram Panchayat, N.K.D.A. and N-24 Parganas Zilla Parishad**, or any other Govt. authorities and any amendment thereof in the name of the **Owner** with or without any amendment and / or modification thereto made or caused to be made by the parties thereto.

5.3 That the Promoter shall by all reasonable means try to get the entire project plan sanctioned within one (1) year from the date of the execution of the instant development agreement from the concerned authorities provided there arise no reasonable cause of exigency.

5.4. **Booking and Agreement for sale:** The Booking from any Intending Purchaser(s) shall be taken by the **Promoter** and the Agreement with the Intending



Purchaser(s) shall be signed / executed by **Promoter** herein on behalf of the **Owner** as a Registered Power of Attorney Holder for the entire project property.

**5.5. Selling Rate:** As the selling rate as has been discussed and agreed upon by and between the **Owner** and the **Promoter** to be as per Revenue Sharing Model hence the **Promoter** shall have the liberty to fix the selling rate of the said salable area any amount beyond the base rate of **Rs. 3,000/-** per square feet without any permission or consultation with the **Owner**. If there be a situation that the selling rate of the said salable area needs to be dropped below the base rate of **Rs. 3,000/-** per square feet, in that case the **Promoter** would have to seek a written permission from the **Owner** explaining why such permission has been sort and only if the **Owner** allows the **Promoter** to do so, in that case the **Promoter** shall be able to exercise such option of selling the same below the base price as mentioned herein.

**5.6. Legal power of Promoter:** The **Promoter** is empowered to collect the consideration money (part and full) from the sale of the entire salable area from the Intending Purchaser(s) and issue money receipt in its own name. The **Promoter** shall deposit the said amount in the **Joint Account**-(Sales) as is mutually agreed herein.

**5.7. Realization Of Sale Proceeds:** Upon sale of the apartments/units (including all saleable areas), the **Promoter** shall be entitled to receive the entire sale proceeds in its name including earnest money, part payments, consideration, deposits and other amount which shall be proportionately shared between the **Owner** and the **Promoter** in the **38.8 : 61.2 (Thirty Eight point Eight : Sixty One point Two)** ratio as mentioned above. However, the **Promoter** shall collect and deposit the Goods and Services Tax-(GST) **(as applicable)** against the sale proceeds to the office of the Government department and provide the valid receipts of the same to the **Owner**.

**5.8.** That the **Promoter** shall act as the sole 'Selling Agent' for transactions namely booking and selling of all saleable area save and except the areas covered by the covenants for said project in its entirety.

**5.9.** The **Owner** and the **Promoter** mutually agree to open a **JOINT ACCOUNT**-(SALES) with the Bank wherein the monetary consideration pertaining to the sale consideration of the prospective flats that shall be constructed and sold shall be deposited by the **Promoter** upon receipt of the same from any/all allottee (s)/purchaser(s). The Said Bank account number shall be mentioned in all marketing documents. i.e. Booking Form. Demand notices etc.

**5.10.** That from the afore-said **JOINT ACCOUNT**-(SALES) in compliance with The Real Estate (Regulation and Development) ACT, 2016, **70% (seventy) per cent**, of the amounts realized for the real estate project from the allottee(s) / purchaser(s), from time to time, shall be deposited in a separated **ESCROW ACCOUNT** to be maintained in the Bank to cover the cost of construction and the land development cost and shall be used only for that purpose.

**5.11.** That the **Promoter** shall withdraw the amounts from the said **ESCROW ACCOUNT** to cover the cost of the project in proportion to the percentage of the completion of the project.

**5.12.** That the amounts from the said **ESCROW ACCOUNT** shall be withdrawn by the **Promoter** after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

**5.13.** That all the cost and expenses pertaining to the **ESCROW AGENT BANK** and all other cost and consequences that may arise while operation of the said **ESCROW ACCOUNT** shall be borne by the **Owner** and the **Promoter** in equal shares.

**5.14.** That the **Promoter** shall get its accounts audited within 6 (six) months after the end of every financial year by a chartered accountant in practice, and shall produce a

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statement of accounts duly certified and signed by such Chartered Accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

**5.15.** That in regards to the remaining **30% (Thirty percent)** of the monetary consideration pertaining to the sale consideration of the prospective saleable area realized from the said real estate project from the allottee(s) / purchaser(s), the said sum shall be regularly transferred to another Joint Current Account of the Promoter and the **Owner** respectively. The said account shall be jointly operated by one representative each, of the **Promoter** and of the **Owner** jointly and further the apportionment shall be on the basis of the proportionate share, that being **38.8 (Owner) : 61.2 (Promoter)** and such shall be periodically transferred to the independent bank accounts of both the **Owner** and the **Promoter** respectively.

**5.16. Construction cost:** The construction cost shall be borne by the **Promoter** solely and entirely.

**5.17. Authority of signature:** All applications, plans and other papers and documents that may be required by the **Promoter** for the purpose of obtaining necessary sanction from the local panchayat or any other competent authorities, shall be prepared and submitted by the **Promoter** on behalf of the **Owner** and the **Owner** shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the **Promoter**.

**5.18. Demolition of the Existing Building/Structure :** The **Promoter** herein shall demolish building/ structure if any that exist on the project land at its own cost and the scrap material that shall be generated from such act of demolishing shall be retained, possessed and sold by the **Promoter** entirely and exclusively without any share of proceeds extended to the **Owner** as the **Owner** has relinquished such right from such share altogether by virtue of execution of this instant development agreement.

**5.19.** That the **Intending Purchaser/s** shall/can avail any and/or loan from any bank and/or financial organization for purchasing **flat/s** and/or **car parking space/s** of the said project.

#### **6. ARTICLE - V, CONSIDERATION :**

**6.1.** The **Owner** having agreed to grant exclusive right for developing the said premises in term of these presents the **Promoter** has agreed to build the said proposed building project consisting of flat/ unit/ right of usage of the common area/ car parking-(saleable area) at **its** own cost and expenses and **Owner** shall not contribute any sum of money towards the construction of the same in the said project premises.

**6.2.** Apart from the aforesaid Security Deposit as has been agreed to be paid by the **Promoter** to the **Owner** upon execution of the Instant Agreement. The **Promoter** has further agreed to pay and shall remain bound to pay and bear several necessary expense/cost for the purpose of development of the said project premises and / or this **Development Agreement** and such expense/cost for all practical purpose shall be incurred of the following purposes as mentioned below :-

- (a). Cost, charge and expenses incurred for construction erection and completion of the said new building at the said project premises.
- (b). Cost, charge and expenses incurred for appointment of Engineer if any and also sewerage, drainage and other connection.
- (c). Fees payable to the Architect, the Engineers, and also the fees payable to the **Patharghata Gram Panchayat**, in the District of 24-Parganas (North) or



any other Govt. authorities for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connections.

(d). Legal expenses incurred and paid for this instant **Development Agreement** and all other expenses and charges for the purpose of development permission of sanction for sewerage, drainage and water connection.

(e). The cost of supervision of construction of the said project building on the said project land.

#### **7. ARTICLE - VI. PROCEDURE**

The **Owner** hereby grants to the **Promoter** a **Registered Power of Attorney** as is required for the purpose of obtaining sanction plan and all necessary permission and sanction from different authorities in connection with the construction of the building in the said project premises and also for pursuing and following up the matter with the **Patharghata Gram Panchayat or N.K.D.A. or N-24 Parganas Zilla Parishad**, in the District of 24-Parganas (North) and other Govt. authorities.

#### **8. ARTICLE - VII. POWER AND PROCEDURE**

The **Owner** hereby executes this instant Registered Power of Attorney in favour of the **Promoter** which shall include the Power of Attorney for developing and constructing the said project premises and also for preparing, executing, signing and presenting the Deed of Conveyance for the registration of the saleable area belonging to the **Promoter's Allocation** which are as follows :-

1. To construct a **Multistoried Building** upon the said project property mentioned in the Schedule herein below in accordance with the Plan to be sanctioned in the name of the **Owner** by the appropriate authority (ies) and to sign on behalf of the **Owner** in the building plan and to file and obtain the same from said Authority or (ies) and to take all other necessary steps in the **Patharghata Gram Panchayat**, in the District of 24-Parganas (North), West Bengal or any other Office(s).

2. To deal and correspond with the concerned Authority (ies) in connection with or relating to the development of the said project property and in particular to do the following acts, deeds, matters and things including but not limited to:

(a) To apply for and obtain, sanction, revalidation with further alterations or additions or modifications, as the said Attorney(s) may require;

(b) To apply for and obtain the occupation and/or completion certificate(s) in respect of the buildings to be constructed and completed on the land of the said Property;

(c) To apply for and obtain, necessary clearances and/or No Objections from Statutory Authorities including but not limited to Fire Brigade, Electricity Supply Agency, Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Land Revenue and Land Reforms Authority, concerned local authority, North 24-Parganas Zilla Parishad and/or any other authority or authorities and sign all papers, documents, writings, declarations on **my** behalf in connection with and other Concerned Authorities under any Statute or law as may be in force from time to time.

3. To appear and represent before the authorities of **Patharghata Gram Panchayat**, in the District of 24-Parganas (North), B.L. & L.R.O, and S.L.R.O. and before the D.L.R.S., C.E.S.C / W.B.S.E.B., Income Tax Department, authorities under the Town and Country Planning Act, Airport authority of India, Assurance of Calcutta, District Registrar, Barasat, Addl. Dist. Sub-Registrar - Bidhannagar, Salt Lake City, Addl. Dist. Sub-Registrar - Rajarhat and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in this

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Development Agreement for registration of flats.

4. To apply obtain electricity, gas, water, sewerage order and permissions from the necessary authorities as to expedient for sanction, modification and/ or alteration of the development, plans and also to submit and take delivery titles deeds 'concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint engineers, architects, and other agents and Sub - Contractor for the aforesaid purpose as the said attorney may think fit and proper.
5. To defend possession, manage and maintain the said project premises including the project building to be constructed thereon.
6. To correspond with all concerned authorities and bodies in connection with the sanction of plans, obtaining of floor space index for the construction proposed to be carried on the land of the said Property and any other matters pertaining to the said Property.
7. To sign, verify and file application, forms, and building plans and for **Multistoried project Building**, documents and papers in respect of the said premises before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building over and above the said premises.
8. To amalgamate the said project property with any adjoining plot or plots for the purpose of development and to sign and execute all deeds and documents in this behalf on behalf of the **Owner**.
9. To make and prepare and/or cause to be made and prepared all such layout, sub-division, plans, specifications and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable at the discretion of the said Attorney of the **Owner** for the purpose of constructing of the buildings on the project land of the '**Said Property**' and to engage the services of any Architect, Engineer, Consultant, or any person as may be necessary or advisable at the discretion of the said attorney and to pay necessary fees and premium required for getting the plans sanctioned and do all other acts and things as may be necessary for getting the plans of the buildings sanctioned by the concerned authority and/or any other statutory authorities.
10. To appear and represent the **Owner** before any and all concerned authorities and parties as may be required and/or advisable for or in connection with the development of the said project property and to make such agreement(s) arrived at such arrangement as may be conducive to the development work and completing the same.
11. To pay and discharge all rents, Khajna, taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the said project land from the date of the execution of the said Agreement and henceforth, thereafter.
12. To sign transfer forms, documents and writings for transferring the portion of Land, the right title and interest that belong to the **Owner** to the records of Government or Panchayat authorities and other public authorities and to do all other acts in connection therewith on the behalf of the **Owner**.
13. To commence, carry out and complete and/or cause to be commenced and completed, construction work on the said project Land in accordance with the sanctioned plans, specifications and/or the permissions granted by the Competent Authority and permissions under the Urban Land (Ceiling and regulation) Act, 1976 and/or the permissions of any other statutory authority to

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be granted under the laws for the time being in force and so far as any construction work is concerned, to see that all applicable rules and regulations are strictly observed.

**14.** To invite tenders and offers for the purpose of construction of one or more building(s) or structure(s) on the project land of the said Property, to accept such tenders or offers and such consideration and on such terms and conditions as the said attorney(s) may in its absolute discretion deem fit and proper and also to engage, appoint the contractors, Architect, Labour, Labour contractor (Rajmistri), Carpenter, Plumber etc. and enter into the contract with such person(s) as the said Attorney(s) may deem fit and proper and to get all such building(s) or structure(s) duly completed by the said contractors and to enter into such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development of and/or construction on the project land of the said Property wholly, partly or in stages and for construction(s) of buildings or structure(s) thereon and/or furnishing the project property therein as the said Attorney may in its absolute discretion deem fit and to pay the cost of construction and development of the said building(s) or structure(s) and furnishing of the Property to such contractors and other persons or bodies and to obtain valid receipts and discharges therefore and to enter into contracts for supply of materials, labour and for all other services as may be required for development and construction of the building(s) or structure(s) on the project land on such terms and conditions as the said Attorney(s) may in its absolute discretion deem fit and proper.

**15.** To appoint Contractors/sub-contractors/dealers/sub-dealers and to negotiate and decide the terms and conditions thereof concerning the project land and / or the building(s) or block(s) to be constructed thereon and/or for carrying on the interior works therein and also for suppliers of materials required in connection therewith, from time to time and to revoke their appointments and pay their remunerations/bills to be raised, time to time, including miscellaneous charges.

**16.** To nominate, appoint, engage and authorize solicitors, advocates, attorneys, pleaders in respect of any litigation concerning the said project land and/or any structure, building, or block, or any self-contained flats or commercial spaces to be constructed on the said project land and to execute Vakalatnamas or other necessary authorities in their favour from time to time and to instruct them to initiate and/defend any proceedings before any judicial and quasi-judicial authority and/or any other statutory department and pay their remuneration/bills/fees including special fees and other charges to discontinue them and also to appoint and engage other solicitors, advocates, attorneys, pleaders afresh and instruct them accordingly.

**17.** To instruct the Advocate / Lawyer for preparing and / or drafting such agreement, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in this agreement as may be necessary for the purpose for sale of the flats / units in the said building over and above the said premises.

**18.** To appoint and engage Income-tax and Goods and Services Tax (GST) practitioners, Chartered Accountants, Architects, Surveyors, Engineers, and other professional agents in respect of the multi-storied building to be constructed on the project land of the said project Property.

**19.** To enter upon the project land at any time, affix board, put the barbed wire fencing or construct a compound wall on the project land of the said project property or any portion thereof as per demarcation thereof and to make all

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- payments for getting the said work done.
20. To represent before the public, local and/or private authorities in respect of the development of the said project property and to make such of the actions and things as may be necessary for effectually commencing the said construction and/or development work and completing the same.
21. To make, sign, declare and / or affirm and submit applications, petitions, written statement, vakalatnama, letters and memorandum of appeals, etc. to appropriate Government Departments, Local authorities and/or other Competent Authorities under any law, for the time being in force, for all and any licenses, permissions, exemptions, sanctions and consents required by any law or otherwise in connection with the management, improvements and development and construction in the said project property.
22. To attend any Court of Law either Civil or Criminal and to represent in all Government Offices including BL & LRO office on **my** behalf in connection with the construction of the proposed multi-storied building upon the said project property as mentioned in the Schedule below.
23. To sign all plaints, petition, application, forms, affidavit etc. and to file the same in any Court of Law or any other Office or Offices, if required.
24. In connection with or relating to the project land and to take action against persons allegedly claiming to be tenants, occupiers, etc. if any, in any court, to represent us in any Court of Law and to sign all applications, plaints, written statements, affidavits, review, appeal, petitions, on **my** behalf from time to time be found necessary and proper and/or enter into any agreement relating to development of the said project property and to otherwise deal with the same effectively for all intents and purposes as aforesaid.
25. To make applications for obtaining certified copies of the proceedings in the Court, tribunal and other statutory authority whatsoever including Judgment, decree, Order, applications, pleadings, etc. and to receive the same on the behalf of the **Owner**.
26. In the event any understanding or compromise reached between the parties, to negotiate and to settle the terms of compromise and to sign and execute such compromise deed etc. and to file the same in the court of relevant jurisdiction.
27. In case the said project property or any part thereof is notified for acquisition or requisition or reservation or road widening, to appear before the relevant authorities and to file or submit applications, objections, claims for compensation or otherwise and to do all other acts, deeds, matters and things as may be necessary in that behalf and to file appeals, references, petitions against any order or orders made by such acquisition or requisitioning authorities and to accept service of any writ petition, summons or other legal proceedings or motion and to appear and represent the **Owner** in any Court of Justice including Tribunal and other statutory authority (ies) and before all magistrates, judges, judicial officers whatsoever as by the Attorney(s) shall be thought advisable and to commence and continue any such proceedings in any court of law and before any public officers or tribunals or other statutory authorities, as aforesaid, for receiving compensation, acquisition, requisition, reservation and/or relief for de-acquisition or derequisitioning or de-reservation or otherwise whatsoever.
28. To refer any dispute touching and arising out of the said project property and/or any structure, building, or block, or any self-contained flats or units or commercial spaces to be constructed on the said project land to arbitration and also to take steps on behalf of the **Owner** and to represent the **Owner** before the arbitrator accordingly.

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29. To appear in any suit, proceedings, motion, L.A. Office, I.T. Office etc. on behalf of the **Owner** and to file the statement or objection, Affidavit, Affidavit - in - opposition etc. if required, in connection with the said land mentioned in the Schedule herein below.
30. To call for the tender, quotation etc. from the supplier for supply of cement, iron rod, sand, wood, iron grill etc.
31. To deal with the electricity and water supply authorities for the supply of electricity and water to the buildings that may be constructed on the project and for that purpose to sign and/or execute all letters, applications, undertakings, or subscribed to terms and conditions as may from time to time be thought necessary or as may be required by the concerned authorities.
32. To make application to the authorities and such other private and public authorities for making availability of water, electricity, etc. on the project land of the said Property that may be required for commencing the development work and to complete the same and for that to execute necessary documents including undertakings.
33. To empower on behalf and in name and to represent the interest of the **Owner** before the concerned officers for the grant of the licenses or permits or for any other purpose or renewal thereof as may be necessary under any Act, Rules, Regulations or Bye-laws, for the time being in force, and also to appear before any Public or Government officer(s) or other Authority (ies) whosoever and to execute the necessary documents in connection therewith.
34. To apply for refund of deposits made or to be made with the concerned Authorities and receive the said refunds.
35. To make applications to the government or quasi-government authorities for sanction of cement and steel and/or such other building materials as may be required for the said development work and for that purpose to execute necessary documents including undertakings and bonds and to furnish necessary deposits including bank guarantee for the same.
36. To manage and supervise the said project property and to take such of the steps as may be necessary to manage, secure and supervise the said project Property till the time of completion of its development.
37. To attend and to represent us before any Collector, Authority(ies) or officer(s) of Government of India or any other State or States, before all Revenue, Municipal, Public or other officer(s) including those of Income-tax as and when occasion shall arise for any purpose connected with the said development work.
38. To advertise in the newspapers for the sale of the Units and to enter into agreements for the sale of such Units with the prospective purchasers on and for such price or consideration and upon such terms and conditions as said Attorney(s) shall deem fit and proper and for the same and also to execute all such writings as may be necessary, effectually entering into the said agreements for sale of the Units in respect of the entire project and to do all such necessary acts and things as may be necessary or proper in that behalf.
39. To develop and negotiate sale of the buildings consisting of apartments/flats ("Units") for residential purpose, commercial units and/or ancillaries in the said property and for that purpose to negotiate and execute agreement for sale with the prospective purchaser(s) on such terms and conditions as the Attorney(s) may think fit and proper and to receive and appropriate the entire consideration for and in respect of the aforesaid sale and to give receipt for the same in respect of the entire project.
40. To book flats and to enter into all Agreements for sale or sales of flats which

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are to be constructed on the said project property mentioned in the Schedule below in respect of the entire project.

41. To receive from the intending Purchaser(s) any earnest money and / or advances and also the balance of purchase money on completion of such sale or sales and to give good and valid receipt for the same in respect of the entire project.
42. To execute necessary only Agreement(s) for Sale (not Deed of Conveyance) in favour of the Intending Purchaser or Purchasers for flats / shops / garages and / or car spaces by putting the signature of the above named attorney on behalf of the **Owner** and also to receive full and final consideration of the flats / units / commercial units or car parking space and by giving discharge to the Intending Purchaser(s) by issuing money receipts in **its** name in respect of the entire project.
43. To ask for, demand, recover, receive and collect all money due and payable in connection with the said proposed building from the intending purchaser / purchasers or any other person or persons in connection with the said building or construction and to settle, compromise and compound any debt or claim whatsoever.
44. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any or portion thereof.
45. For all or any of the purposes herein before stated and to appear and represent the **Owner** before all concerned authority (ies) having Jurisdiction over the said premises as per the condition mentioned in the instant development agreement.
46. To sign and execute all papers, correspondence and all other documents and assurances and documents of any kind whatsoever which the owner could have done for the completion of the said project development work.
47. To do any act, deed or thing, as our said Attorney(s) may deem fit and proper and necessary in the best interest of the development of the said project property and construction thereon and sale of the Units, flats and car parking space including all other acts and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.
48. To execute Deed of Rectification, Declaration and register the same before any concerned registration offices in connection with said project property.
49. To apply for No Objection Certificate or necessary permissions from the Panchayat / Municipal authority for occupying the said project building and to do all acts deeds or things for the said purpose.
50. And also for more effectually doing, executing and performing the several matters and things aforesaid to appoint from time to time or generally such person(s) as our Attorney(s) may think fit as their substitute or substitutes, to do, execute and perform all or any of such matters and things as aforesaid and any such substitute or other in its or their place and the **Owner** hereby agrees at all times to ratify and confirm whatever it's Attorney(s) or any such substitute(s) shall lawfully do or cause to be done in or about the said project property and the development of the same.
51. For any of the purposes mentioned hereinabove to sign all applications, papers, undertakings, terms and conditions as may be required from time to time.
52. And to do all such acts, things, deeds which are necessary for the aforesaid purpose.
53. To all acts and things in contemplation of and in achievement of the objects and purposes contained in the said Development Agreement which are otherwise

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mentioned hereinabove.

**54. AND** the **Owner** does **HEREBY** agree to ratify and confirm whatsoever **his** said Attorneys shall do in the premises by virtue of these presents **AND** the **Owner** **HEREBY DECLARES** that the **Owner** has not done anything inconsistent with this Power of Attorney.

**55. AND** the **Owner** does **HEREBY** agree to ratify and confirm whatsoever all acts, deeds and things lawfully and bonafide done by **its** said Attorney which shall be construed as the acts, deeds and things done by the **Owner** to all intents and purpose notwithstanding the facts that no special power in that behalf is contained in these presents.

#### **9. ARTICLE - VIII, NEW Multi-storied BUILDING**

**9.1. Construction cost :** The **Promoter** shall at **its** own costs construct and complete the new multi-storied building at the said project premises in accordance with the sanctioned plan as sanctioned by the relevant authority with good and standard material as may be specified by the Architect from time to time for the development of the said project

**9.2. Installation of common amenities:** The **Promoter** shall at its own cost and/or expense shall organize and shall attain the electricity connection from the electricity providing company and shall also obtain the permanent electric connection from the electricity providing company, namely, C.E.S.C / W.B.S.E.D.C.L., and until the permanent electric connection shall be obtained, the temporary electric connection shall be provided in the said project multi-storied building having self-contained flat/unit and constructed for sale the flats/units/car-parking spaces and / or commercial spaces therein. The **Owner** further undertakes and covenants with the **Promoter** not to raise any requisition or objection in regards to the installation of the Electric Transformer as such be carried out by the electricity providing company as per their time schedule and the installation process and procedure on the said project land.

**9.3. Fees payable to Architect :** All cost, charges and expenses including Architect's fees shall be provided and paid by the **Promoter** and the **Owner** shall neither bear nor share any/or responsibility in this context.

#### **10. ARTICLE - IX, COMMON FACILITIES**

**10.1.** The **Promoter** shall pay and bear all the tax(s), khajna(s) and land revenue(s) and/or any other due(s) and outgoing(s) in respect of the said project land/ premises on and from the date of execution of this instant development agreement.

**10.2.** The **Owner** shall not do any act, deed or things whereby the **Promoter** may be prevented from construction and completion of the said project building. The extension of time shall be countable for any unforeseen reason beyond the control of the **Promoter**, in any case of any cause that may create a situation of impossibility or frustration of contract that may impede the performance of the Promoter under this instant development agreement.

#### **11. ARTICLE - X, COMMON RESTRICTION**

The **Owner** hereby agrees and covenants with the **Promoter** not to cause any interference in the construction of the proposed building for the benefits of all occupiers of the building which shall include the following:-

**11.1. No illegal and immoral act :** Neither party to this instant development agreement shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and/or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

**11.2. No breach of Laws and bye laws :** Both parties to this instant development

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agreement shall abide by all laws, bye-laws, rules and regulations of the Government/(s)-(Centre and/or State)/statutory body/(ies) and / or local body/(ies) as the case may be and shall attend to answer and be responsible for any deviation or violation and / or breach of any of the said laws byelaws and regulation.

**11.3. Maintain of self unit** : The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the said multi-storied project building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein.

**11.4. Maintenance of cleanliness of building** : Neither party shall throw or accumulate any dirt, rubbish, waste and refuse to permit the same to be thrown or accumulated in or about the building or in the compound corridor or any other portion or portions of the building.

All Units in the New Building shall be subject to the same restrictions as are applicable and intended for common benefit of all occupiers of the New Building.

## **12. ARTICLE - XI, OWNER'S OBLIGATION**

**12.1. No interference**: That the **Owner** hereby covenants with **Promoter** not to cause any interference or hindrance in the construction of the multi-storied building at the said premises by the **Promoter**.

**12.2. Owner covenant with Promoter**: That the **Owner** hereby agrees and covenants with **Promoter** not to do any act(s), deed(s) or thing(s) whereby the **Promoter** shall be prevented from selling, assigning and / or disposing of the said project premises/land or any portion thereof belonging to the Promoter's only.

**12.3. Vesting of interest during Construction**: That the **Owner** hereby agrees and covenants with the **Promoter** not to let out, grant, lease, mortgage and / or charge the said project premises/land or any portion thereof or in its entirety.

**12.4. Signature** : That the **Owner** undertakes that in the future if any signature(s) is/are required then the **Owner** shall do so within 7 (Seven) working days after receiving any intimation from the **Promoter** through post, or by mail or by any other mode as may be reasonably required.

## **13. ARTICLE - XII, PROMOTER'S OBLIGATION**

**13.1. Time period of handing over the Possession**: The **Promoter** shall complete the entire process of development of the Said Project Property within a period of **51 (Fifty One) months** from this date of execution of this instant development agreement unless the period is extended on mutual consent expressed in writing in case of exigency of circumstances there from subject to save and except **FORCE MAJEURE** and/or any other reason(s), reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the Promoter

**13.2. Time period for sectioning the Plan for construction** : The **Promoter** shall execute all measures to obtain the sanctioned plan for construction/development of the Said project property from concerned authority within a period of **1 (One) year** from this date of execution of this instant development agreement unless the period as stated herein is extended by mutual consent expressed in writing by and between the parties in exigency of circumstances arising there from subject to save and except **FORCE MAJEURE** and/or any other reason(s), reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Promoter**.

**13.3. Exit Clause** : If the **Promoter** fails to execute the said plan of the said project property within a period of **1 (One) year** from this date of execution of this instant agreement, unless the said period is extended on mutual consent expressed in

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writing in exigency of circumstances there from subject to save and except **FORCE MAJEURE** and/or any other reason(s), reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Promoter** in that case only, the **Owner** shall have the option to exit from this instant contractual obligation of development agreement without any dispute for such failure on the part of the **Promoter** and shall duly refund the security deposit without any interest to the **Promoter** without any demur or dispute.

**13.4. Conversion :** That the **Promoter** undertakes to take all steps at **its** own cost that may be required for the purpose of construction of the said multi-storied project building under the nature and character of such project land as Housing Complex.

**14. ARTICLE - XIII, MISCELLANEOUS**

**14.1. Fixing of Hoarding and banner:** the **Promoter** immediately after obtaining peaceful, vacant and exclusive possessions of the project premises for the said development, shall have the right to fix hoardings and banners and be entitled to start construction if laws of the land so permit after obtaining the required sanction plan of the multi-storied building from the competent authority.

**14.2. Supplementary deeds and documents:** It is understood that from time to time in order to facilitate the construction of the multi-building project by the **Promoter**, as various deeds matters and things not hereby specified may be required to be done by the **Promoter** and for which the **Promoter** may need the authority of the **Owner** and various applications and other documents may be required to be signed or made by the **Owner** for which specific provisions may not have been mentioned herein. The **Owner** hereby undertake to do all such legal act, deed, matters and things as and when required and the **Owner** shall execute any such additional Power of Attorney and / or authorization as may be required by the **Promoter** for all such purposes and the **Owner** also undertake to sign and execute 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 rights of the **Owner** and / or against the spirit of these presents.

**14.3. Name of the Building:** The name of the said project building shall be given by the **Promoter** in due course. The **Owner** / or the Flat **Owner** and / or the Association shall not be entitled to change the said name under any circumstances whatsoever.

**14.4. Association of building:** The **Promoter** and the **Owner** shall mutually frame scheme for the management and the administration of the said project building and / or common parts thereof after the completion of the said building.

**14.5. Electric meter and Security deposit:** The installation of electric meters charges of the entire project shall be borne by the Purchaser(s) and further more shall pay Rs. 1,00,000/- to the **Promoter** for installation of Electric Meter and Purchaser/s shall also pay Rs. 10,000/- as security deposit to the **Promoter**.

**14.6.** The **Owner** and the **Promoter** have entered into this Agreement purely as a **Joint Venture** by and between the parties hereto.

**14.7.** The **Promoter** shall be entitled to borrow funds for construction of the proposed **Multistoried project Building** from any Bank of Financial Institutions without creating any financial liability on or over the **Owner** or affecting the **Owner's** estate and interest in the said project premises and it is being expressly agreed and understood that in no event the **Owner** or any of **part of the Owner's** estate shall be responsible and / or be made liable for payment of any such dues if payable, by the **Promoter** to such Banks and for that purpose.

**14.8. Common Agreement / Deed :** The Advocate for the project shall prepare a common Agreement For Sale and common Deed of Conveyance for all the

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prospective purchaser(s) in respect of project property.

**14.9. Common Maintenance:** The Purchaser/s in respect of entire project property shall pay the maintenance charges from the date of registration of the Deed of Conveyance in respect of respective flats/units to the Promoter until the formation of the Owner's Association in the said multi-storied building project.. The **Promoter** or **Owner** shall not issue any possession letter before final registration of Flat/Unit in favour of the Purchaser/s.

**15. ARTICLE - XIV, FORCE MAJEURE**

In the event of any delay suffered by the **Promoter** in performance of its obligations herein due to Force Majeure or for reasons beyond the control of the **Promoter** and reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Promoter** in that event the time for construction of the project multi-storied building shall stand suitably extended.

**16. ARTICLE - XV, REASONABLE HINDERANCE APART FROM FORCE MAJEURE**

That if any situation that may arise apart from the reasons covered under the 'force majeure' clause hereunder that might have the reasonability to cause hindrance to the performance of the said project; and/or reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Promoter** in that case, such shall be considered for negating the cause of any delay towards completion of the said project.

**17. ARTICLE - XVI, INDEMNIFICATION**

That the **Owner** in addition to all relevant documents relating to right, title and interest shall also provide a declaration supported by an affidavit that all the documents provided by the **Owner** to the **Promoter** are true in nature and the representations by made by virtue of such are of true accounts born out of real knowledge of facts that have been submitted to **Promoter** for the purpose of this said development multi-storied building project and have the full right and absolute authority to sign and execute all documents of every nature in the capacity of the **Owner** and the **Owner** have not agreed, committed or contracted or entered into any agreement for sale or lease of the said project property/land or any part thereof with/to any person or persons other than the Promoter and that no mortgage, charge or any other encumbrances of any kind or nature on the said project property has / have been created on the said project property and the **Owner** has not done any act, deed, matter or thing whereby or by reason whereof, by which the development of the said project property/land may be prevented or be affected in any manner whatsoever and if there be any such breach from the side of the **Owner** in this regard, the **Owner** shall indemnify and keep indemnified the Promoter against all losses, damages, costs, charges, expenses that will be incurred or suffered by the **Promoter** on account of or arising out any such breach of any of these terms or any law, rules or regulations thereof.

**18. ARTICLE - XVII, JURISDICTION**

The Court of relevant jurisdiction shall have the jurisdiction to entertain and determine all action suits and proceeding arising out of these presents by and between the parties hereto.

**19. ARTICLE - XVIII, LEGAL ACTION**

**19.1.** The **Promoter** has every right to execute Agreement for Sale, conveyances or sale deeds or join in the execution thereof in favour of the prospective purchaser(s) of flats/Units in the said project building that to be constructed. The fees for Stamp Duty and the Registration charges and all other formalities and miscellaneous charges in connection therewith shall be paid and borne exclusively and solely by the

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intending purchaser(s)/ and/or their nominee(s), agent(s) or allottee (s) and the **Owner** shall have no responsibility whatsoever in that respect thereof.

**19.2.** 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 instant Development 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 have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996 as amended time to time till date and the Arbitrator to be appointed by the **Promoter**. The process of litigation shall only be preferred by the **Promoter** or the **Owner** if the final award as awarded by the arbitrator be alleged to be vexatious and arbitrary.

**19.3.** That the Agreement for Sale and Deed of Conveyance of all the Flats constructed by the **Owner / Promoter** on the plot of land mentioned in **Schedule 'A'** shall be prepared by Mr. Swapnadip Das, Advocate, having its office at no. 6, Old Post Office Street, Temple Chamber, Room no.56, Ground Floor, Kolkata - 700001, for this entire multi-storied building project. The Purchaser/s shall deposit with the **Promoter** or his Advocate the estimated amount of stamp duty, registration fee and other connected and miscellaneous expenses including Advocate's remuneration (@ 1% of the market value determined by the concerned Registration Office in each and every registration) relating to the execution and registration of the Agreement For Sale / Deed of Conveyance.

**SCHEDULE "A" ABOVE REFERRED TO**  
**(Description of the Land and Property)**

All that piece and parcel of **Sali land** measuring about **1.00 Decimal** more or less out of **41.00 decimals** comprised in C.S. Dag No. 408, **L.R. / R.S. Dag No. 413** and **Sali land** measuring about **2.3229 Decimal** more or less out of **9.00 decimals** under **L.R. / R.S. Dag No. 414** and **Sali land** measuring about **0.6771 Decimals** more or less out of **12 decimals**, **R.S./L.R. Dag No. 415**, totaling to **4 (Four) decimals** more or less which is equivalent to **2 Cottah 6 Chitak 32 sq. ft.** more or less which is comprised in **L.R. Khatian No. 1743 (Sawkat Ali Laskar), present L.R. Khatian 4165** in the name of **SHIVRATHI BUILDERS PRIVATE LIMITED**, lying and situate at **Mouza - Chakpanchuria, P.S. Rajarhat, presently New Town, J.L. No.33, Re. Sa. No. 205 ½, Touzi No. 145, Pargana-Kalikata, P.S. Rajarhat, presently Techno City, A.D.S.R.O. Bidhannagar (Salt Lake City) presently A.D.S.R. Rajarhat** within the local limit of **Patharghata Gram Panchyat, District : North 24 Parganas, West Bengal, Pin Code - 700156**, as per following particulars :

R.S./L.R. Plot No.	Presently L.R. Khatian No.	Total Area in Plot (Decimal)	Sold (Decimal)
413	4165	41.00	1.00
414	4165	9.00	2.3229
415	4165	12.00	0.6771
<b>Total</b>			<b>4.00</b>

And butted and bounded as follows :-

**R.S. & L.R. Dag No. 413**

ON THE NORTH	<b>Hidco Canal Road 27 ft</b>
ON THE SOUTH	C.S. Dag No.408
ON THE EAST	R.S. Dag No. 413(P)/ R.S. Dag



	No.416
ON THE WEST	R.S. Dag No. 413(P)

**R.S. & L.R. Dag No. 414**

ON THE NORTH	R.S. Dag No. 416(P)
ON THE SOUTH	C.S. Dag No.408
ON THE EAST	R.S. Dag No. 414(P)
ON THE WEST	R.S. Dag No. 413(P)

**R.S. & L.R. Dag No. 415**

ON THE NORTH	R.S. Dag No. 416(P)
ON THE SOUTH	R.S. Dag No. 415(P)
ON THE EAST	R.S. Dag No. 415(P)
ON THE WEST	R.S. Dag No. 414(P)

**SCHEDULE "B" ABOVE REFERRED TO**  
**(Owner's Allocation)**

The **Owner** shall receive as per the following mentioned :-

- a. A security deposit of **Rs. 3,50,000/- (Rupees Three lakhs and Fifty Thousand)** only and this amount shall be refunded to the **Promoter** after receiving Completion Certificate of the said multi-storied building project from the concerned Authority.
- b. Apart from that the **Owner** shall be entitled to receive a net share of **38.8% (Thirty Eight point Eight Percent)** of the total sale proceeds that shall pertain from the sale of Flat / Unit/ Parking Space in the said project buildings well as un - demarcated and undivided proportionate share of the Said project property proportionate to such said **38.8% (Thirty Eight point Eight Percent)** share as accrued thereto, out of the entire sale proceeds acquired in respect of the Said project property. Such **38.8% (Thirty Eight point Eight Percent)** of the sale proceeds / revenue shall be paid by the **Promoter** in favour of the **Owner** from the inception of receiving any such amount from any **Intending Purchaser(s)** in respect of any Flat(s)/ Unit(s)/ Parking Space(s) till receiving the full and final payment from any **Intending Purchaser(s)**. On the other hand, the **Promoter** (having selling rights) shall be entitled to receive a net share of the balance / remaining **61.2% (Sixty One point Two Percent)** of the sale proceeds after disbursing the **38.8% (Thirty Eight point Eight Percent)** of the sale proceeds / revenue in favour of the **Owner** that will pertain to the sale of flats/ units in the Said project Building **TOGETHER WITH** sale of car parking space(s) as well as un-demarcated and undivided proportionate share of the said project property proportionate to such said **61.2% (Sixty One point Two Percent)** share accrued thereto, out of the entire sale proceeds acquired in respect of the Said project Property. Therefore, the sharing of sale proceeds between the **Owner** and **Promoter** with regard to selling of Flat/ Units/ Car Parking Space(s) or any nature of commercial transaction including Advertising Banner / Sign Board / Mobile Tower etc and un-demarcated and undivided proportionate share in respect of the Said Property shall be in **38.8:61.2 (Thirty Eight point Eight : Sixty One point Two) ratio.**
- c. Apart from the **Owner's allocation** mentioned in **Schedule 'B'** hereof, the **Owner** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'D'** and **Schedule 'E'** hereof.
- d. In case further floor(s) is/are constructed above 4<sup>th</sup> floor of the building after obtaining the fresh or revised building plan ratio shall be distributed between the parties on the basis of the ratio of **38.8 : 61.2 %** share.
- e. Be it more specifically and categorically stated herein that the aforesaid refundable Security Deposit amount of **Rs. 3,50,000/- (Rupees Three lakhs and Fifty Thousand)** only will positively be refunded by the **Owner** to the **Promoter**

*Handwritten notes:*  
 - M  
 BKJ  
 Prashant



after receiving Completion Certificate from the concerned Authority. Failing and neglecting to refund the aforesaid refundable Security Deposit amount of **Rs. 3,50,000/- (Rupees Three lakhs and Fifty Thousand)** only, the **Promoter** will be at absolute discretion to handed over the Owner's Allocation i.e. **38.8%** of the sale proceeds after deducting **Rs. 3,50,000/- (Rupees Three lakhs and Fifty Thousand)** only.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
**(Promoter's Allocation)**

The **Promoter** will get the balance/remaining **61.2%** share of/from the sale proceeds, the **Promoter** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'D' and Schedule 'E'** hereof.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
**(Common Facilities)**

1. Staircase on all floors.
2. Staircase landing and lift landings on all floors and roof of the top floor.
3. Common passage on the ground floor.
4. Water pump, water tank (overhead) water pipes and other common plumbing installation.
5. Drainage and sewerage.
6. Pump.
7. Electrical wiring, meters and fittings.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installation, fixture, fittings and spaces in or about the said building as are necessary for passage or for the use and occupancy of the flats in common.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
**(Specification of the work)**

1.	Structure	RCC Frame Structure.
2.	Brick Work	Brick work will be done with good quality Bricks, all outer walls are 8" thick, main partition walls are 5" thick and all inner walls 3" thick respectively.
3.	Doors	Wooden frames with flush door.
4.	Windows	Aluminum windows.
5.	Living /Dining	Flooring -Vitrified Tiles.
6.	Bedrooms	Flooring -Vitrified Tiles.
7.	Kitchen	Flooring - Anti Skid Tiles. Counter - Black Stone Platform with Stainless Steel Sink and Tiles upto 2 feet height above counter.
8.	Toilets	Flooring - Anti Skid Tiles. Wall Tiles - Tiles upto 6 feet/Door height. Sanitary wares - White branded fittings CP fittings - Superior quality fittings - ISI marked.
9.	Electrical	Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
10.	Inner Wall	Will be Plaster of Paris finished.
11.	Lifts	Passenger Lifts of reputed ISI make.

**Extra Work :** Any extra works other than the standard schedule shall be charged extra as decided by the **Promoter** and such amount shall be deposited before execution of such works to the **Promoter**. Nobody has the right to do any extra work by their own labour and all extra work shall be done through the **Promoter** on and upon its consent.

mp  
BKS  
An-500L



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

**SIGNED SEALED AND DELIVERED**

By the **parties** at KOLKATA

In presence of :

**WITNESSES :**

1. *[Signature]*  
9/1, Lane, Rondon St.  
Kal - 20.
2. Saukat Ali Lasker  
S/o Ayub Ali Lasker  
Laskerzali  
P.O. Chakpanchik.  
P.S. Newtown -  
Kal - 156  
Business

**SHYRATHI BUILDERS PRIVATE LIMITED**

*[Signature]*

**Director**

**Signature of the Owner**  
(Mr. Ranajit Seth as the Director)

**VENI REALTORS LLP**

*[Signature]*  
Partner

*[Signature]*  
Partner

**Signature of the Promoter**

Read over, Explained, Drafted  
and Prepared By me as per  
documents  
and information supplied to me :-

*[Signature]*

**Swapnadip Das**

*Advocate*

6, Old Post Office Street,

6r Floor, Room No. 56

Kolkata - 700 001

Enrollment no. WB/1782/02

Contact : 9830168651



## Memo of consideration

**RECEIVED** with thanks of and from the within named **Promoter** a sum **Rs. 3,50,000/- (Rupees Three lakhs and Fifty Thousand)** only as security money as per this Agreement as per Memo below with good health and sound mind and put our signature on this **Development Agreement** without any provocation of any person and/or without any pressure raised by any person.

Sl. no.	Dated	Mode of Payment	Amount (Rs)
1.	02.06.2021	RTGS through Indian Bank	2,50,000/-
2.	20.03.2021	Cheque no. 571418 (Indian Bank)	1,00,000/-

**Total : Rs. 3,50,000/-**  
**(Rupees Three lakhs**  
**and Fifty**  
**Thousand)only**

**WITNESSES :**

1. 
2. 

**SHIVRATHI BUILDERS PRIVATE LIMITED**

*Ranajit Seth*

**Director**

-----  
**Signature of the Owner**  
**(Mr. Ranajit Seth as the**  
**Director)**



# SPECIMEN FORM FOR THE FINGERPRINTS



Rangjit Soth

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



Rinku Suman

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



Binay Kumar Singh

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



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AAUCS1796J



पंजी नाम  
SHIVNATH BUILDERS PRIVATE  
LIMITED

28/01/2014

दिनांक : 28/01/2014  
Date of Issuance: 28/01/2014

यदि कार्ड के कोड़े/पंजी संख्या खराब मुद्रित हैं/गिरींगे,  
आयकर विभाग प्रमाण, एन एन डीएल  
कोडि प्रकृत, नई दिल्ली,  
पिनकोड - 110 054, एन ई 1007/4,  
सिडको बस्तानी, एन एन डीएल के पास,  
एन - 411 010।

If this card is not/erroneously/has card is faded,  
Please return /return to:  
Tax and E-invoice Services Unit, NSDL,  
1st Floor, 2nd Stage, NSDL,  
Plot No. 141, Survey No. 29/1A,  
Mandali Village, Near Deep Bazar, Chawli,  
Pune - 411 010.  
Tel: 020-2611 2001, Fax: 020-26121 2001  
e-mail: [nsdl@nsdl.com](mailto:nsdl@nsdl.com)







Ranajit Sethi





ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

প্রতিষ্ঠানের আইডি: Enrollment No.: 0240/00033-07900

স্বামী সেন  
 Ranjit Sen  
 44 S KROY ROAD  
 SPANISH GUN  
 Beliaghata Kolkata  
 West Bengal 700026



LN198428234CF



আপনার আধার সংখ্যা / Your Aadhaar No. :

**7672 8014 6027**

আধার - সাধারণ মানুষের অধিকার



আধার সংখ্যা



স্বামী সেন  
 Ranjit Sen  
 44 S KROY ROAD  
 SPANISH GUN  
 Beliaghata Kolkata  
 West Bengal 700026



7672 8014 6027

আধার - সাধারণ মানুষের অধিকার

*Ranjit Sen*



आयकर विभाग  
INCOME TAX DEPARTMENT  
RINKU SHAW  
JINDARI SHAW  
04/12/1977  
Permanent Account Number  
BFOP83130R  
Rinku Shaw  
Signatures

भारत सरकार  
GOVT. OF INDIA



01530008

Rinku Shaw





भारत सरकार  
GOVERNMENT OF INDIA



Mr. Rinku Shaw  
DOB: 04/12/1977  
Male / MALE



3125 8570 8671

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

**Address**

S/O Mr. Jimdari Prasad Shaw, EI/1 JANGRA  
SOUTH MATH, GROUND FLOOR, BACK SIDE,  
C/O SURESH JAISWAL NEAR MOHAMAYA  
CLUB, Baguihati, North Twenty Four  
Parganas,  
West Bengal - 700059



1847  
1800 200 1847

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1847,  
Bengaluru-560 081

Rinku Shaw



**ELECTION COMMISSION OF INDIA**  
**ভারতের নির্বাচন কমিশন**

**IDENTITY CARD**  
**পরিচয় পত্র**

**FQH0006697**



<b>Elector's Name</b> নির্বাচকের নাম	<b>Rinku Shaw</b> রিন্ধু শাহ
<b>Father's Name</b> নির্বাচকের নাম	<b>Jindal</b> জিন্দাল
<b>Sex</b>	<b>M</b>
<b>Age</b>	<b>22</b>
<b>Age as on 1.1.2000</b>	<b>22</b>
<b>১.১.২০০০-এ বয়স</b>	<b>২২</b>

**Address**

**2 PANCHAMANTALA LANE MUCHIPARA**  
**Calcutta 700012**

**ঠিকানা**

**২ পঞ্চামন্তালা লেন মুচিপারা ৭০০০১২**

**Facsimile Signature**  
**Electoral Registration Officer**  
**নির্বাচন নিবন্ধন কর্মকর্তা**

**For 146-Bow Bazar**

**Assembly Constituency**

**১৪৬-বই বাজার**

**বিধানসভা নির্বাচন কেন্দ্র**

**Place Calcutta**

**স্থান কলিকতা**

**Date 02.08.2000**

**তারিখ ০২.০৮.২০০০**

*Rinku shaw*





Binay Kumar Singh  
 জন্মতারিখ/ DOB: 02/03/1982  
 পুংস / MALE

7131 5308 6357

সামান্য - সাধারণ মানুষের অধিকার

*Binay Kumar Singh*

সামান্য - সাধারণ মানুষের অধিকার  
 COMMON PEOPLE'S UNIVERSITY OF INDIA

সি/ও ম্যানেজার  
 সি/ও ম্যানেজার প্রসাদ সিং, লোকনাথ  
 মন্দির, মিশেকায়া, লোকনাথ মন্দির  
 ২৪ নং পল্লী,  
 পল্লী নং - 700157

S/O Manager Prasad Singh,  
 LOKENATH TOWER,  
 MISHAKAIA, NEAR  
 LOKENATH MANDIR,  
 TEGHARIA, Heliara, North 24  
 Parganas,  
 West Bengal - 700157

১০০ ১০০ ১১৪৪  
 http://www.cup.edu.in  
 P.O. Box No. 1207,  
 Bangalore-560 007







Binay Mr Singh



Rinky Suman











भारत सरकार  
GOVERNMENT OF INDIA



স্বর্নদীপ দাস  
Swarnodip Das  
পিতা / Father : দেবপ্রতাপ দাস  
স্বর্ন দাস / Year of Birth : 1977  
পুরুষ / Male



5214 0312 9338

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা

১৮, মহাজন রোড, কলকাতা, পশ্চিম  
বঙ্গ, কলকাতা-৩৯, কোলকাতা,  
কলকাতা-৭০০০২৯

Address

88, Mahajan Road, Kolk  
Dum Dum P.S. Dum Dum S.O.  
Kolkata, West Bengal, 700029



1997  
1800 180 1847



help@uidai.gov.in



www.uidai.gov.in



PO, Dui Ho 2317  
Bengaluru 560 081

SITE PLAN OF R.S. & L.R. DAG NO. 413; 414; 415 RS KHATTAN NO  
 L R KHATTAN NO AT MOUZA CHAKPACHURIA J.L. NO 33  
 R S NO 205 1/2 TOUZI NO 145 P S RAJAR HATNOW UNDER NEW TOWN  
 DIST NORTH 24 PARGANAS  
 AREA SHOWN IN RED BORDER  
 SCALE 10" = 1"

OWNER OF LAND  
 SHIBRATHI BUILDERS PVT. LTD.



REFERENCE

R.S. DAG NO	AREA IN DECIMAL
R.S. DAG NO 413	01.0000
R.S. DAG NO 414	02.1229
R.S. DAG NO 415	00.6771
TOTAL	04.0000

SHYRATHI BUILDERS PRIVATE LIMITED

*Director*

Director

SIGNATURE OF OWNERS

VENI REALTORS LLP

*Partner*

Partner

SIGNATURE OF DEVELOPERS

Drawn By:  
 PIYAR ALLASKAR

PIYAR ALLASKAR

Surveyor & Civil

Reg. No. 12175/19038

Village Engineer, Hatnow, Town

20/11/2018



## Major Information of the Deed

Deed No :	I-1904-07104/2021	Date of Registration	11/08/2021
Query No / Year	1904-2001274476/2021	Office where deed is registered	
Query Date	27/07/2021 5:34:13 PM	1904-2001274476/2021	
Applicant Name, Address & Other Details	SWAPNADIP DAS 6, Old Post Office Street,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 6289852900, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 3,50,000/-]		
Set Forth value	Market Value		
	Rs. 32,40,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,061/- (Article:48(g))	Rs. 3,605/- (Article:E, E, E.)		
Remarks			

### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria, JI No: 33, Pin Code : 700157

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-413 (RS :-)	LR-4165	Bastu	Bastu	1 Dec		8,10,000/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
L2	LR-414 (RS :-)	LR-4165	Bastu	Bastu	2.3229 Dec		18,81,549/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
L3	LR-415 (RS :-)	LR-4165	Bastu	Bastu	0.6771 Dec		5,48,451/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>4Dec</b>	<b>0 /-</b>	<b>32,40,000 /-</b>	
		<b>Grand Total :</b>			<b>4Dec</b>	<b>0 /-</b>	<b>32,40,000 /-</b>	



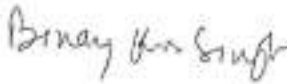


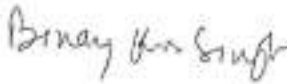


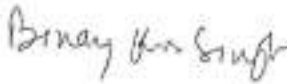


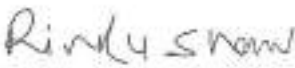


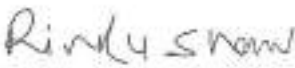


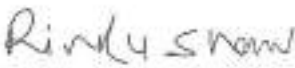









### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SHIVRATHI BUILDERS PRIVATE LIMITED</b> Unit No. 204, 2nd Floor 52A, City:- Kolkata, , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: AAxxxxxx8J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>VENI REALTORS LLP</b> Lokenath Tower, Flat No. 17, 5th Floor, At Premises No. 73, Nishi Kanan, Teghoria, City:- , P.O:- HATIARA, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 , PAN No.:: AAxxxxxx7N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature											
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr BINAY KUMAR SINGH</b>                      Son of Late MANAGER PRASAD SINGH                      Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office                 </td> <td>                       Aug 11 2021 12:38PM                 </td> <td>                       LTI                      11/08/2021                 </td> <td>                       11/08/2021                 </td> </tr> </tbody> </table> <p>Lokenath Tower, Flat No. 17, 5th Floor, Premises No. 73, Nishi Kanan Teghoria, City:- , P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFxxxxxx9A, Aadhaar No: 71xxxxxxxx6357 Status : Representative, Representative of : VENI REALTORS LLP (as REPRESENTATIVE as Partner)</p>	Name	Photo	Finger Print	Signature	<b>Mr BINAY KUMAR SINGH</b> Son of Late MANAGER PRASAD SINGH Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office	 Aug 11 2021 12:38PM	 LTI 11/08/2021	 11/08/2021			
Name	Photo	Finger Print	Signature									
<b>Mr BINAY KUMAR SINGH</b> Son of Late MANAGER PRASAD SINGH Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office	 Aug 11 2021 12:38PM	 LTI 11/08/2021	 11/08/2021									
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr RINKU SHAW (Presentant )</b>                      Son of Mr JIMDARI SHAW                      Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office                 </td> <td>                       Aug 11 2021 12:37PM                 </td> <td>                       LTI                      11/08/2021                 </td> <td>                       11/08/2021                 </td> </tr> </tbody> </table> <p>Premises No. E I / 1, Jyangra South Math, Near Maha Maya Club, City:- , P.O:- HATIARA, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFxxxxxx0R, Aadhaar No: 31xxxxxxxx8671 Status : Representative, Representative of : VENI REALTORS LLP (as REPRESENTATIVE as Partner)</p>	Name	Photo	Finger Print	Signature	<b>Mr RINKU SHAW (Presentant )</b> Son of Mr JIMDARI SHAW Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office	 Aug 11 2021 12:37PM	 LTI 11/08/2021	 11/08/2021			
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3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr RANAJIT SETH</b>                      Son of Mr JHANTU SETH                      Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office                 </td> <td>                       Aug 11 2021 12:39PM                 </td> <td>                       LTI                      11/08/2021                 </td> <td>                       11/08/2021                 </td> </tr> </tbody> </table> <p>44, S.N ROY ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: DExxxxxx0F, Aadhaar No: 76xxxxxxxx6027 Status : Representative, Representative of : SHIVRATHI BUILDERS PRIVATE LIMITED (as REPRESENTATIVE as Partner)</p>	Name	Photo	Finger Print	Signature	<b>Mr RANAJIT SETH</b> Son of Mr JHANTU SETH Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office	 Aug 11 2021 12:39PM	 LTI 11/08/2021	 11/08/2021			
Name	Photo	Finger Print	Signature									
<b>Mr RANAJIT SETH</b> Son of Mr JHANTU SETH Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office	 Aug 11 2021 12:39PM	 LTI 11/08/2021	 11/08/2021									



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SWAPNADIP DAS</b> Son of Late D B DAS 98, MAHAJATI RAOD, City:- North Dum Dum, , P.O:- DUM DUM, P.S:-Dum Dum Cantonment, District:-North 24-Parganas, West Bengal, India, PIN:- 700028			
	11/08/2021	11/08/2021	11/08/2021
Identifier Of Mr BINAY KUMAR SINGH, Mr RINKU SHAW, Mr RANAJIT SETH			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	SHIVRATHI BUILDERS PRIVATE LIMITED	VENI REALTORS LLP-1 Dec

**Transfer of property for L2**

SI.No	From	To. with area (Name-Area)
1	SHIVRATHI BUILDERS PRIVATE LIMITED	VENI REALTORS LLP-2.3229 Dec

**Transfer of property for L3**

SI.No	From	To. with area (Name-Area)
1	SHIVRATHI BUILDERS PRIVATE LIMITED	VENI REALTORS LLP-0.6771 Dec

**Land Details as per Land Record**

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria, JI No: 33, Pin Code : 700157

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 413, LR Khatian No:- 4165	Owner:শিবরথী বিল্ডার্স প্রা লি, Gurdian:পক্ষে ডাইরেক্টর, Address:৯৬ বি ২ ভগসিয়া রোড কলি ৪৬ , Classification:শালি, Area:0.01000000 Acre,	SHIVRATHI BUILDERS PRIVATE LIMITED
L2	LR Plot No:- 414, LR Khatian No:- 4165	Owner:শিবরথী বিল্ডার্স প্রা লি, Gurdian:পক্ষে ডাইরেক্টর, Address:৯৬ বি ২ ভগসিয়া রোড কলি ৪৬ , Classification:শালি, Area:0.02000000 Acre,	SHIVRATHI BUILDERS PRIVATE LIMITED
L3	LR Plot No:- 415, LR Khatian No:- 4165	Owner:শিবরথী বিল্ডার্স প্রা লি, Gurdian:পক্ষে ডাইরেক্টর, Address:৯৬ বি ২ ভগসিয়া রোড কলি ৪৬ , Classification:শালি, Area:0.01000000 Acre,	SHIVRATHI BUILDERS PRIVATE LIMITED

On 11-08-2021

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:32 hrs on 11-08-2021, at the Office of the A.R.A. - IV KOLKATA by Mr RINKU SHAW

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 32,40,000/-

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

Execution is admitted on 11-08-2021 by Mr BINAY KUMAR SINGH, REPRESENTATIVE as Partner, VENI REALTORS LLP (LLP), Lokenath Tower, Flat No. 17, 5th Floor, At Premises No. 73, Nishi Kanan, Teghoria, City:- , P.O:- HATIARA, P.S:-Baguiati, District-North 24-Parganas, West Bengal, India, PIN:- 700157

Identified by Mr SWAPNADIP DAS, , Son of Late D B DAS, 98, MAHAJATI RAOD, P.O: DUM DUM, Thana: Dum Dum Cantonment, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Advocate

Execution is admitted on 11-08-2021 by Mr RINKU SHAW, REPRESENTATIVE as Partner, VENI REALTORS LLP (LLP), Lokenath Tower, Flat No. 17, 5th Floor, At Premises No. 73, Nishi Kanan, Teghoria, City:- , P.O:- HATIARA, P.S:-Baguiati, District-North 24-Parganas, West Bengal, India, PIN:- 700157

Identified by Mr SWAPNADIP DAS, , Son of Late D B DAS, 98, MAHAJATI RAOD, P.O: DUM DUM, Thana: Dum Dum Cantonment, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Advocate

Execution is admitted on 11-08-2021 by Mr RANAJIT SETH, REPRESENTATIVE as Partner, SHIVRATHI BUILDERS PRIVATE LIMITED (Private Limited Company), Unit No. 204, 2nd Floor 52A, City:- Kolkata, , P.O:- SHAKESPEARE SARANI, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017

Identified by Mr SWAPNADIP DAS, , Son of Late D B DAS, 98, MAHAJATI RAOD, P.O: DUM DUM, Thana: Dum Dum Cantonment, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 3,605/- ( B = Rs 3,500/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 84/-, by online = Rs 3,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/08/2021 12:00AM with Govt. Ref. No: 192021220044243781 on 04-08-2021, Amount Rs: 3,521/-, Bank: Indian Bank ( IDIB000C001), Ref. No. IB04082021079377 on 04-08-2021, Head of Account 0030-03-104-001-16

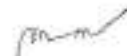
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,061/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 7,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 92977, Amount: Rs.50/-, Date of Purchase: 28/01/2021, Vendor name: S Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/08/2021 12:00AM with Govt. Ref. No: 192021220044243781 on 04-08-2021, Amount Rs: 7,011/-, Bank: Indian Bank ( IDIB000C001), Ref. No. IB04082021079377 on 04-08-2021, Head of Account 0030-02-103-003-02



**Mohul Mukhopadhyay**

**ADDITIONAL REGISTRAR OF ASSURANCE**

**OFFICE OF THE A.R.A. - IV KOLKATA**

**Kolkata, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2021, Page from 352647 to 352700  
being No 190407104 for the year 2021.



Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2021.08.27 16:05:47 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/08/27 04:05:47 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)

**REGISTERED DEVELOPMENT AGREEMENT  
along with REGISTERED  
DEVELOPMENT POWER OF ATTORNEY**

**DATED THIS 11<sup>th</sup> DAY OF August, 2021**

**BETWEEN**

**SHIVRATHI BUILDERS PRIVATE LIMITED**

**A N D**

**VENI REALTORS LLP**

**Swapnadip Das**

*Advocate*

**6, Old Post Office Street,**

**Gr Floor Room No. 56**

**Kolkata - 700 001**

**Contact: 9830168651**

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