

পশ্চিমন্বঙ্গ पश्चिम बंगाल WEST BENGAL

AA 998543

DEVELOPMENT AGREEMENT

AND

RELATED POWER OF ATTORNEY



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

GRN Details

GRN:

192021220001567861

GRN Date:

06/04/2021 16:14:43

BRN: Payment Status: 61325269

Successful

Payment Mode:

Bank/Gateway:

Payment Ref. No:

BRN Date:

ICICI Bank

06/04/2021 16:04:11

Online Payment

2000693569/8/2021 [Query No/*/Query Year]

Depositor Details

Depositor's Name:

SRIJAN RESIDENCY LLP

Address:

36/1A, ELGIN ROAD KOLKATA - 700020

Mobile:

9836016301

Depositor Status:

Others

Query No:

2000693569

Applicant's Name:

Mr Debjyoti Ghosh

Identification No:

2000693569/8/2021

Remarks:

Sale, Development Agreement or Construction agreement Payment No 8

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000693569/8/2021	Property Registration- Stamp duty	0030-02-103-003-02	75060
2	2000693569/8/2021	Property Registration-Registration Fees	0030-03-104-001-16	28

Total

75088

IN WORDS:

SEVENTY FIVE THOUSAND EIGHTY EIGHT ONLY.

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THIS DEVELOPMENT AGREEMENT made and executed at Kolkata on this _____ day of _____2021.

BETWEEN

1)B K CONSORTIUM ENGINEERS PRIVATE LIMITED, (PAN: AACCB6082A) a company incorporated under the Companies Act, 1956 having its registered office at 1B, Middleton Manor, 9/4, Middleton Row, Kolkata-700 071, (2) FOXGLOVE REALCON PRIVATE LIMITED, PAN AACCF4558R, (3) DUNDUN REALESTATE PRIVATE LIMITED, PAN AAFCD1367D, (4) SONAPANI VINIMAY PRIVATE LIMITED, PAN AAVCS0189G, (5) BUTTERNUT CONCLAVE PRIVATE LIMITED, PAN AAGCB0527L, all companies incorporated under the Companies Act, 1956 having their registered office at 197/2 (197 off 2), Motilal Colony P.O. Rajbari, P.S.Dumdum, Kolkata - 700 081 (6) CHESHIRE VANIJYA PRIVATE LIMITED, PAN AAFCC7941L, (7) WATERSHIELD CONCLAVE PRIVATE LIMITED, PAN AABCW5667P, (8) LINKBUILD VANIJYA PRIVATE LIMITED. PAN AACCL7482Q, all companies incorporated under the Companies Act, 1956 having their registered office at 72, Ghosh Para Road, Khandokarpara, P.O.- Dakshin Jagaddal, P.S.Sonarpur, District-South 24 Parganas, Kolkata - 700 151 (9) BLUEFLOWER VINIMAY PRIVATE LIMITED, PAN AAGCB0525J (10) CALLIOPE REALCON PRIVATE LIMITED, PAN AAFCC7706D, all companies incorporated under the Companies Act, 1956 having their registered office at Premises No- 1st Floor, Flat- C/2, 50 Barodakanta Road, P.O. Ghughudanga , P.S. Dumdum, Kolkata - 700 030 (11) EUPHONIUM REALCON PRIVATE LIMITED, PAN AADCE7582P, a company incorporated under the Companies Act, 1956 having their registered office at Premises No- B.C. Roy Road, Jagaddal, 71 Sonarpur P.O.Dakshin Jagaddal, P.S.: Sonerpur, District- South 24 Parganas, Kolkata - 700 150 (12) HARMONICA REALTORS PRIVATE

LIMITED, PAN AADCH4686H, a company incorporated under the Companies Act, 1956 having their registered office at Katyanitala Street, P.O. South Jagaddal, P.S. Sonarpur, District- South 24 Parganas, Kolkata - 700 151 (13) RAINSTICK REALTORS PRIVATE LIMITED, PAN AAHCR0298K, (14) BERGAMOT REALCON PRIVATE LIMITED. PAN AAGCB0524K (15) HALLONG REALESTATE PRIVATE LIMITED, PAN AADCH4684F, All companies incorporated under the Companies Act, 1956 having their registered office at 13 No. Jalaberia, Gazimolla, Brahaman Sarderpara, P.O. - 4 No. Naskarpara, P.S. Kultali, District- South 24 Parganas, Pin - 743 338, (16) HYDRILLA CONCLAVE PRIVATE LIMITED, PAN AADCH4795D, a company incorporated under the Companies Act, 1956 having their registered offices at Vill-Kotalpara, P.O.- Pashyampur, P.S.- Pursurah, Hooghly, Pin - 712 401, (17) PAPILO VANIJYA PRIVATE LIMITED, PAN AAHCP8427C, [18] BLADDERWORT CONCLAVE PRIVATE LIMITED. AAGCB0526M, all companies incompanies under the Companies Act, 1956 having their registered offices at 134, Lalabegan, Santoshpur, P.O. Bidhannagar, P.S. Rabindra Nagar, Kolkata-700 066 (19) CUMBERLAND NIRMAN PRIVATE LIMITED, PAN AAFCC7944R. (20) MEGHNA ESTATE PRIVATE LIMITED, PAN AAJCM4020E, (21) SNAPDRAGON REALCON PRIVATE LIMITED. AAUCS9883L, all companies incorporated under the Companies Act. 1956 having their registered offices at Katyanitala Street, P.O. South Jagaddal, P.S. Sonarpur, District- South 24 Parganas, Kolkata - 700 151 (22) PITCHFORK DEVELOPER PRIVATE LIMITED. PAN AAHCP8426D a company incorporated under the Companies Act, 1956 having their registered office at 197/2 (197 off 2), Motilal Colony P.O. Rajbari , P.S.Dumdum, Kolkata - 700 081 (23) RIMO RIALTY PRIVATE LIMITED, PAN AAHCRO295E, (24) DHANSIRI CONCLAVE PRIVATE LIMITED, PAN AAFCD1204P, a company incorporated

under the Companies Act, 1956 having their registered offices at Premises No- 1s Floor, Plat- C/2, 50 Barodakanta Road, P.O.Ghughudanga , P.S. Dumdum, Kolkata - 700 030 (25) DAWSON CONCLAVE PRIVATE LIMITED, PAN AAFCD1208B, a company incorporated under the Companies Act, 1956 having their registered offices at 13 No. Jalaberia, Gazimolla, Brahaman Sarderpara, P.O. - 4 No. Naskarpara, P.S. Kultali, District- South 24 Parganas, Pin - 743 338, (26) CHURNI BUILDCON PRIVATE LIMITED, PAN -AAFCC7942K, a company incorporated under the Companies Act, 1956 having their registered offices at 197/2 (197 off 2), Motilal Colony P.O.Rajbari, P.S.Dumdum, Kolkata - 700 081 [27] SEBERT REALESTATE PRIVATE LIMITED, PAN AAUCS9196G, WATERTOWN VANIJYA PRIVATE LIMITED, PAN AABCW5668C, all companies incorporated under the Companies Act, 1956 having their registered offices at Vill Kotalpara, P.O .- 4 No. Pashyampur, P.S. -Pursurah, Hooghly, Pin - 712 401 (29) MILAM VINIMAY PRIVATE LIMITED, PAN AAJCM4022G a company incorporated under the Companies Act, 1956 having their registered offices at 197/2 (197 off 2), Motilal Colony P.O.Rajbari , P.S.Dumdum, Kolkata - 700 081 (30) GLACIERPEAK REAL ESTATE PRIVATE LIMITED, AAFCG7534H, a company incorporated under the Companies Act, 1956 having their registered offices at Katyanitala Street, P.O. South Jagaddal, P.S. Sonarpur, District- South 24 Parganas, Kolkata - 700 151, (31) RIMO VINIMAY PRIVATE LIMITED, PAN AAHCR0297G, (32) LACHUNG BUILDCON PRIVATE LIMITED, PAN AACCL7390K, all companies incorporated under the Companies Act, 1956 having their registered offices at Udayanpally, Batanagar, P.O. Maheshtala, P.S. Maheshtala, Kolkata-700 140 (33) ROCKYHILL VANIJYA PRIVATE LIMITED, PAN AAHCRO502J, a company incorporated under the Companies Act, 1956 having their registered offices at Pashchatya Para Lane, Ward-9, Sonarpur P.O.Rajpur, P.S. Sonarpur,

District- South 24 Parganas, Kolkata - 700 149 (34) ROXBURY VANIJYA PRIVATE LIMITED, PAN AAHCRO594G, a company incorporated under the Companies Act, 1956 having their registered offices at Premises No 8H/8, Bhukailash Road, P.O.-Khidirpur, P.S.-Ekbalpore, Kolkata - 700 023, all 1 to 59 Companies being represented by their authorized representative Mr Chanchai Mozumder, (PAN NO. AHCPM2290B) (Aadhar: 9894 2962 0217), (Phone No. 9330110512), son of Late Biswa Sundar Mozumder by Nationality-Indian, Residing at 41, Kansari Road, P.O. Bhawanipore, P.S. Kalighat, Kolkata-700025, hereinafter referred to as the OWNERS (which expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successor or successors-in-interest) of the FIRST PART

AND

SRIJAN RESIDENCY LLP. (PAN ADEFS1907P) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its regd. Office at 36/1A, Elgin Road, Kolkata - 700 020 represented by Sri Ram Narcsh Agarwal(PAN No: ACYPA1903G), (Having Aadhar No. 594889630890) son of Late N.K.Agarwal, by Occupation- Business, by faith- Hindu, residing at 135G, S.P. Mukherjee Road, Police Station- Tollygunge, Post Office- Kalighat, Kolkata- 700026, Designated Partner hereinafter referred to as the DEVELOPER/PROMOTER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor and/or successors-in-interest and assigns) of the OTHER PART.

(The Owner ,the Promoter are, hereinafter, collectively referred to as 'Parties' and individually as 'Party').

WHEREAS:

- A. Since 2014, a negotiations were going on between the owners and the Srijan Realty Private Limited regarding development of a Housing Project on the scheduled land of the owners. After protracted negotiations decisions were finally arrived at whereby and whereunder the following scheme was evolved.
 - The development of the project shall be a Row House/ Bungalow
 - ii) The Developer shall be responsible for all constructional work including obtaining registration of West Bengal HIRA
 - iii) The Owner No. 1 had entered into an understanding with the Srijan Realty Private Limited in June 2014 for the development of a Housing Project on the Owners' land containing an aggregate area of 1662.50 decimals or 50.29 Bighas be the same a little more or less in Mouzas Elachi (J.L. No.70 and Jagaddal (J.L No.71), Police Station – Sonarpur, District South 24 Parganas, in accordance with the terms and conditions stated therein.
- B. Thereafter, by several Deeds of Conveyence the Owner Nos 2 to 18 who are the Associates of the Owner No. 1 purchased contiguous land parcels measuring 167 decimal equivalent to 5.05 Bighas, a little more or less in Mouza Elachi (J.L. No. 70) P.S Sonarpur, District South 24 Parganas.

- C. Thus, the Owner nos 1 to 18 became seized and possessed of land measuring 1829.5 decimal or 55.34 Bighas more fully described in the FIRST SCHEDULE hereunder and hereinafter referred to as the ENTIRE LAND.
- D. Thereafter before the Development could start, the Owner No 1 by executing several deeds of Conveyance sold transferred and conveyed contiguous plots of land measuring 583 decimal equivalent to 353 Kottahs or 17.66 Bighas more or less out of the said Entire Land to a group of Purchasers who are associates of the Developer who are also keen to have a Row Flouse/ Bungalow Project developed by the same Developer named herein on the land more fully described in the SECOND SCHEDULE and hereinafter referred to as the 'ADJACENT LAND'.
- E. Further, by virtue of several Deeds of Conveyances the Owner No. 1 sold, transferred and / or conveyed several plots of land unto and in favour of Owner Nos. 19 to 34 and all the owner nos 19 to 34 are the associates of the Owner no. 1 in respect of the land measuring 160 decimal equivalent to 4.84 Bighas a little more or less out of the said entire land in Mouza- Jagaddal (J.L. No. 71), P.S Senarpur. District- South 24 Parganas.
- F. The Owner Nos 1-34 are thus seized and possessed of 1246.5 Decimal more fully described in the THIRD SCHEDULE hereunder referred to as PROJECT LAND.
- G. Out of the said Project Land the Owner Nos 1 to 34 have earmarked an area measuring 574 decimal as the area to be developed in the First Phase of development.

- H. In the meantime the said Srijan Realty Private Limited formed a Limited Liability Partnership on 31.08.2016 named SRIJAN RESIDENCY LLP to undertake the development of the contemplated Project.
- I. The Owner No.1 to 34 shall through the Promoter herein either separately develop their First Phase land or jointly develop their First Phase Land alongwith the Owners of the Adjacent Land in a common integrated development over aggregate land measuring 1157 decimals more or less more fully described in the FOURTH SCHEDULE hereunder hereinafter referred to as the FIRST PHASE LAND.
- J. The parties have now decided to record the understanding by execution of this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED by and between the parties hereto as follows:-

- The Owner has appointed the 'Promoter' as the Developer of the Project
- The Developer/Promoter shall be entitled to the following share in the revenue arising from development of the Project:

"76%(seventy-six per cent) of the revenues from sale of sellable areas in the Project to be constructed on the Said Land and Additional Land TOGETHER WITH 76% (Seventy in per cent) of our parking spaces in the Project and 75% (Seventy six per cent) of ultimate roof of the New Buildings at the Project AND TOGETHER WITH the undivided proportionate impartible part or share in the said land and Additional Land attributable thereto AND TOGETHER WITH the

share in the same proportion in all Common Areas, Facilities and Amenities including Club.

The Owners Allocation shall be entitled to the following share in the revenue arising from development of the Project:

"24% (Twenty Four per cent) of the revenues from sale of sellable areas in the Project to be constructed on the said land TOGETHER WITH 24% (Twenty Four per cent) of car parking spaces in the Project and 24% (Twenty Four per cent) of ultimate roof of the New Buildings in the Project AND TOGETHER WITH the undivided proportionate impartible part or share in the said land and Additional Land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities including Club."

- 4. The Owners and Developer have decided that the Said Project to be developed shall consist of either Ground plus one or Ground plus two Storied Row Houses/Bungalows as may be decided by the Promoter.
- 5. The Owners through the Developer herein shall develop in the First Phase land measuring 574 decimal either on their own or join the Adjacent Land Owners to develop an integrated Project over land measuring 1157 decimal more fully described in the FOURTH SCHEDULE.
- 6. After completion of the First phase development, the Promoter at its option shall consider development of their remaining land subject to land being marketable and contiguous.
- 7. The lands adjacent to the said entire land owned by other companies are also going to be developed by the Developer herein. In the event, the Owners herein and the adjacent land owners decide to develop a common integrated project, the

little ...

Developer is ready to combine the land to facilitate the development of a larger project. The owners herein give their irrevocable consent to the Developer to enter into a Development Agreement with the adjacent land owners for the development of a common integrated project. However, the revenues arising from the said project shall be shared between the owners and the Developer in terms of their respective agreements with the Developer. The Developer herein shall honour the terms and contents of the Agreements that shall be entered into with each owner separately without prejudicing the rights of the other owners. Furthermore, the owners herein has also no objection if the Developer and / or its nominees acquire the adjacent parcels of land contiguous to the said entire land of which the revenue arising from such additional parcels of land will not be shared with the present owners and the same shall be kept by the developer alone.

8. The schedules herein is and shall remain fully binding on each of the Parties and the Owner and the Developer/Promoter and have accepted the understanding as stated herein above in their free will and this Agreement shall always be read and understood in its present form.

POWER OF ATTORNEY

RELATED WITH AGREEMENT DEVELOPMENT AGREEMENT AS MENTIONED HEREIN ABOVE

1) B.K.CONSORTIUM ENGINEERS PRIVATE LIMITED, (PAN: AACCB6082A) a company incorporated under the Companies Act, 1956 having its registered office at 1B, Middleton Manor, 9/4, Middleton Row, Kolkata-700 071, (2) FOXGLOVE REALCON PRIVATE LIMITED, PAN AACCF4558R. (3) DUNDUN REALESTATE PRIVATE LIMITED, PAN AAFCD1367D, (4) SONAPANI VINIMAY PRIVATE LIMITED, PAN AAVCS0189G, (5) BUTTERNUT CONCLAVE PRIVATE LIMITED, PAN AAGCB0527L, all companies incorporated under the Companies Act, 1956 having their registered office at 197/2 (197 off 2), Motilal Colony P.O. Rajbari, P.S.Dumdum, Kolkata - 700 081 (6) CHESHIRE VANIJYA PRIVATE LIMITED, PAN AAFCC7941L. [7] WATERSHIELD CONCLAVE PRIVATE LIMITED, PAN AABCW5667P, (8) LINKBUILD VANIJYA PRIVATE LIMITED. PAN AACCL7482Q, all companies incorporated under the Companies Act, 1956 having their registered office at 72, Ghosh Para Road, Khandokarpara, P.O.- Dakshin Jagaddal, P.S.Sonarpur, District-South 24 Parganas, Kolkata - 700 151 (9) BLUEFLOWER VINIMAY PRIVATE LIMITED, PAN AAGCB0525J, [10] CALLIOPE REALCON PRIVATE LIMITED, PAN AAFCC7706D, all companies incorporated under the Companies Act, 1956 having their registered office at Premises No- Ist Floor, Flat- C/2, 50 Barodakanta Road, P.O. Ghughudanga , P.S. Dumdum, Kelkata - 700 030 (11) EUPHONIUM REALCON PRIVATE LIMITED, PAN AADCE7582P, a company incorporated under the Companies Act, 1956 having their registered office at Premises No- B.C. Roy Road, Jagaddal, 71 Scharpur P.O.Dakshin Jagaddal. P.S.: Sonarpur, District- South 24 Parganas. Kolkata - 700 150 (12) HARMONICA REALTORS PRIVATE LIMITED, PAN AADCH46864, a company incorporated under the

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VANIJYA PRIVATE LIMITED, PAN AAHCRO594G, a company incorporated under the Companies Act, 1956 having their registered offices at Premises No 8H/8, Bhukailash Road, P.O.-Khidirpur, P.S.-Ekbalpore, Kolkata — 700 023, all 1 to 34 Companies being represented by their authorized representative Mr Chanchal Mozumder, (PAN AHCPM2290B, Aadhar No989429620217), (Phone No. 9831176512), son of Late Biswa Sundar Mozumder by Nationality-Indian, Residing at 41, Kansari Road, P.O. Bhawanipore, P.S. Kalighat, Kolkata-700025, hereinafter referred to as "THE PRINCIPAL";

TO AND IN FAVOUR OF

SRIJAN RESIDENCY LLP. (PAN ADEFS1907P) a Limited Liability Paartnership incorporated under the Limited Liability Partnership Act, 2008 having its regd. Office at 36/1A, Elgin Road, Kolkata - 700 020 represented by Sri Ram Naresh Agarwal(PAN No: ACYPA1903G), (Having Aadhar No. 594889630890) son of Late N.K.Agarwal, by Occupation- Business, by faith- Hindu, residing at 135G, S.P. Mukherjee Road, Police Station- Tollygunge, Post Office- Kalighat, Kolkata- 700026, Designated Partner hereinafter referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor and/or successors-in-interest and assigns) of the OTHER PART

WHEREAS the Principal is the Owner of All That the pieces and parcel of land containing an area of 1246.5 Decimal equivalent to 37.71 BIGHAS under Mouza Elachi (J.L.No. 70) & Mouza- Jagaddal (J.L. No. 71) lying at various R.S and L.R Dags under A.D.S.R Sonarpur, P.O. Sonarpur, Police Station Sonarpur, under Rajpur

Sonarpur Municipality in the District of South 24 Parganas to be developed in Phases more fully and particularly described in the Schedule hereunder written (hereinafter referred to as "SAID PROPERTY")

AND WHEREAS for the purpose of development the Principal is now desirous of nominating, appointing and constituting SRIJAN RESIDENCY LLP (PAN: ADEFS1907P) a Limited liability Partnership firm registered under the provisions of Limited Liability Partnership Act, 2008 having its regd. Office at 36/1A, Elgin Road, Post Office-Lala Lajpat Rai Sarani, Kolkata - 700 020, Police Station-Bhowanipore represented by its Director, SRI RAM NARESH AGARWAL, (Pan ACYPA1903G, Aadhar No 594889530890), son of Late N.K. Agarwal, residing at Flat No. 5B, 135G, S.P.Mukherjee Road. Kolkata- 700026, Post Office Kalighat, Police Station-Tollygunge, (hereinbefore as also hereinafter referred to as the "ATTORNEY") to act, do and perform the following acts, deeds, matters and things.

KNOW YE ALL MEN BY THESE PRESENTS, the Principal by writing under its common seal, do hereby appoint, nominate and authorize the Attorney as its TRUE AND LAWFUL ATTORNEY for itself and on its behalf and in its name to do the following further acts, deeds and things relating to the Said Property (more fully described in the SCHEDULE hereunder written

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

- a) re-classification, re-constitution and / or re-union of the Said Property commensurate with the purposes for which the Development Agreement has been entered upon
- Demolition of any superstructure(s) on the Said Property
- Proposed constructions (s) of New Building (s)
- d Additions, revisions and alterations renewals, regularisation to the proposed New Buildings.;
- Obtaining permanent or temporary service connections of water-supply, drainage, sewerage and electricity

- To apply for and obtain sanction of the building plan in respect of the Said Property and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter.
- To apply for quotas, entitlements and other allocations for cement, steel, bricks and any other building material that may be required, for and on behalf of the owners/principals for construction of the New Building on the Said Property.
- To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the Said Property.
- To obtain delivery of the sanction plan from the KMC/Municipality/Panchayat/Zila Parishad or any other authority or authorities.
- to enter upon the Said Property with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned
- 7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions from any statutory authority including the KMC/Municipality/Panchayat/Zila Parishad, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India Bharat Sanchar Nigam Ltd., and all other statutory authority or body.

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

- To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the Said Property or any part thereof.
- 13. To appear and represent us before all authorities including KMC for fixation and/or finalization of the annual valuation of the Said Property and for that purpose to sign, execute and submit necessary papers and documents and to do all acts, deeds and things as the Attorneys may deem fit and proper.
- To arrange for financing of the project (project finance) from any 14. Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land belonging to the Owners in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating English mortgage and/ or Registered Mortgage. Further the Developer shall create charge in respect of its share of revenue or allocation in the Project without creating any charge or liability in respect of Owner's share of revenue or Owner's allocation in the Project... Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc., Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.

- 15. To insure the New Buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as the Developer may think sufficient to protect the interest of all concerned therein.
- To collect advance / payment from the intending purchaser against sale/lease of the proposed constructed areas in the proposed New Buildings.
- 17. To ask for, receive and recover from all the Purchasers/Lessees and Transferees of Row House and Bunglows service charges for maintenance and all the other charges and also on non-payment thereof to enter upon and restrain and/or take legal steps for the recovery thereof.
- 18. To engage Advocates and to commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning construction on the Said Property or any part thereof and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non – suited in any such action proceedings aforesaid before any Court, Civil or Criminal Tribunal or Revenue including the Rent Controller.
- 19. To Deposit and withdraw fees, documents and monies in and from any Court or Courts and /or any ather person or Authority and give valid receipts and discharges therefor.
- To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney,

Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.

- To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the Said Property.
- 22. To make and sign necessary application or pursue and follow up all applications already made and/or to be made to the appropriate Government Department, Local authority or other competent authorities including appropriate authorities under the West Bengal (Regulation of Promotion of Construction And Transfer by Promoters) Act, 1995 and the Urban Land (Ceiling & Regulation)Act, 1976 for all and any licenses, registrations, permissions and consents required by any act order statutory instruments regulations by laws or otherwise in connection with the Said Property in pursuance of the Map/Plan to be sanctioned and make payment of all charges and fees therefore and recovery of compensation, if any.
- 23. For all or any of the purposes hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents.
- 24. To sign, execute and register and to appear before the sub registrar to register any Agreement (s), deeds or documents relating to the Developer's Allocation.
- To present such agreement or conveyances for registration before the registering authority and admit execution thereof as if the

same is executed by the Principal in respect of the Developer's Allocation.

26. To delegate such of the powers as the Attorneys in their absolute discretion shall think fit and proper to any of its officers and upon such delegation this power of attorney shall be deemed to have been granted by the Principal in favour of the said delegate or delegates as the case may be.

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

This Power of Attorney shall remain co-existent with the Development Agreement and completion of the project.

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

THE FIRST SCHEDULE ABOVE REFERRED TO: ENTIRE LAND

ALL THAT the pieces and parcel of land containing an area of 1829.5 decimal in Mouza Elachi (J.L.No. 70) & Mouza- Jagaddal (J.L. No. 71) equivalent to 55.34 Bighas be the same a little more or less situate lying at various R.S and L.R Dags under A.D.S.R Sonarpur, P.O. Sonarpur, Police Station Sonarpur, under Rajpur Sonarpur Municipality in the District of South 24 Parganas as detailed below:

	MOUZA: JA	GADDAL (J.L.NO.71) Sout	h 24 Pes
R.S. Dag	L.R. Dag	LR. Khatlan No.	Area
No.	No.		12055
786	936	2595	12 decimals
783	933		27
		2595	1.000
781	931	2595	11
787	937	2595	12
790	940	2595	39.5
784	934	2595	37
791	941	2595	21
757	910	Do	37
758	911	-do-	35
759	912	-do-	09
760	913	-do-	33
763	916	-do-	05
765	918	-do-	29
766	909	-do-	07
769	919	-do-	42
772	922	-	20
773	923	-do-	05
73/1362	-do-	2595	02
774	924	2595	06
776	926	2595	04
11000		2595	54
793	943	2595	09
794	944	2595	09
795	945	2595	11
796	946	2595	07
797	947	2595	18
799	949	2595	16
800	950	2595	18
801	951	2595	15

		TOTAL	789 decimals
820	969	2595	29
818	968	2595	37
817	967	2595	04
816	966	2595	-27
815	965	2595	23
812	962	2595	26
811	961	2595	03
810	960	2595	03
809	959	2595	06
808	958	2595	19
807	957	2595	11
806	956	2595	37
805	955	2595	25
804	954	2595	17
803	953	2595	14

R.S. Dag	L.R. Dag	CHI (J.L.No.70), South 24 L.R. Khatian No.	Area in decimal
No.	No.	170721000000000000000000000000000000000	THE WASCUING
1622	1646	1270	12
1623/2142	1647	1270	7
1644	1666	1270	16
1621	1645	1270	_10
1612	1636	1270	18
1638	1660	1270	10
1614	1638	1270	44
1637	1659	1270	15.42
1623	1648	1270	9
1624	1649	1270	9
1636	1658	1270	16,5
1615	1639	1270	30
1616	1640	1270	17
1619	1643	1270	03
1620	1644	1270	10
1636	1658	1270	51
1639	1651	1270	19
1640	1662	1270	22
1642	1664	1270	10
1645	1667	1270	16
1646	1668	1270	59
1647	1669	1270	32
1549	1671	1270	44
1650	1672	1270	22
1651	1673	1270	36
1652	1674	1270	36

		TOTAL	873.5
1672	1694	1270	35
1662	1684	1270	39
1661	1683	1270	48
1660	1682	1270	37
1657	1679	1270	34
1656	1678	1270	14
1655	1677	1270	05
1654	1676	1270	51
1653	1675	1270	36

ADDITIONAL LAND AT ELACHI						
.5.DAG	LR. DAG	Registered at	AREA			
1658	1680	D.S.R IV, South 24 Parganas	23			
1659	1681	D.S.R IV, South 24 Parganas	21			
1663	1685	D.S.R IV, South 24 Parganas	46			
1667	1689	D.S.R IV, South 24 Parganas	39			
1664	1686	D.S.R IV, South 24 Parganas	7			
1666	1588	D.S.R IV, South 24 Parganas	31			

	TOTAL	167
GR	AND TOTAL	1829 DECIMA;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(ADJACANT LAND OF SRIJAN GROUP OWNERS)

ALL THAT the pieces and parcel of land containing an area of 583 decimal equivalent to 352.72 Cottahs be the same a little more or less situate lying at various L.R Dags of Mouza Elachi (J.L.No 70) and Jagaddal (J.L.No.71) A.D.S.R Sonarpur, P.O. Sonarpur, Police Station Sonarpur, under Rajpur Sonarpur Municipality in the District of South 24 Parganas as detailed below:

		ZA ELAICHIU.L.NO.	70)
5l.no	R.S.DAG	L.R. DAG	AREA IN DECIMAL
1	1636	1658	51
2	1638	1660	10
3	1639	1661	19
4	1646	1668	59
5	1647	1669	32
6	1649	1571	44
2	1650	1672	22
8	1651	1673	36
9	1652	1674	36
10	1653	1675 -	36
11	1654	1676	6
12	1657	1679	51
13	1660	1582	37
14	1661	1683	28
15	1662	1684	39
16	1672	1694	35
		Sub-Total	541
	MOUZA	AGADDAL (J.L.NO	. 71)
17	760	913	15
18	803	953	34
19	806	956	8
20	809	959	5

Sub-Total	42
Grand Total	583

THE THIRD SCHEDULE ABOVE REFERRED TO: PROJECT LAND

ALL THAT the pieces and parcel of land containing an area of 1246.5 decimal in Mouza Elachi (J.L.No. 70) & Mouza-Jagaddal (J.L. No. 71) equivalent to 37.772 Bighas be the same a little more or less situate lying at various R.S and L.R. Dags under A.D.S.R. Sonarpur, P.O. Sonarpur, Police Station Sonarpur, under Rajpur Sonarpur Municipality in the District of South 24 Parganas as detailed below:

Sl.no	R.S.DAG	L.R. DAG	L.R Khatian Nos.	AREA IN DECIMAL	Mouza nam
1	1658	1680	2946, 2947, 2948	23	Elachi
2	1659	1681	2946, 2949, 2950,	21	Do
3	1663	1685	2950, 2951, 2952, 2953, 2954,	45	Do
4	1667	1689	2959, 2960, 2961, 2958	39	Do
5	1664	1686	2962	U7	Do
6	1666	1688	2955, 2956, 2957, 2958	31	Do
	То	tal		167 Decimal	
51.no	R.S.DAG	L.R. DAG	L.R Khatian Nos.	AREA IN DECIMAL	Mouza Name
1	820	969	3555, 3556, 3557,	29	Jagaddal
2	<u>818</u>	968	3561, 3559, 3557, 3558, 3560	37	Do
3	817	967	3561,	8.	Do
4	816	966	3563, 3570, 3562,	27	Da -
5	815	965	3563, 3564, 3565,	23	Do
	808	958	3568, 3567,	19	Do
6		1 2 2 2	3566, 3567	11	Do
Z	807	957	33307	74.00	F-10
	<u>807</u> <u>812</u>	957	3569	10	Do

757 758 759 760 766 804 805 806 809 810 811 812 Tot	910 911 912 913 909 954 955 956 959 960 961 962	2595 2595 2595 2595 2595 2595 2595 2595	DECIMAL 27 35 9 18 7 17 25 29 1 3 3 15	Name Jagadda Do
759 760 766 804 805 806 809 810 811 812	912 913 909 954 955 956 959 960 961 962	2595 2595 2595 2595 2595 2595 2595 2595	35 9 18 7 17 25 29 1 3 3	Do
760 766 804 805 806 809 810 811 812	913 909 954 955 956 959 960 961 962	2595 2595 2595 2595 2595 2595 2595 2595	9 18 7 17 25 29 1 3 3	Do
766 804 805 806 809 810 811 812	909 954 955 956 959 960 961 962	2595 2595 2595 2595 2595 2595 2595 2595	18 7 17 25 29 1 3 3	Do Do Do Do Do Do Do Do Do
804 805 806 809 810 811 812	954 955 956 959 960 961 962	2595 2595 2595 2595 2595 2595 2595 2595	7 17 25 29 1 3 3	Do Do Do Do Do Do Do Do
805 806 809 810 811 812	954 955 956 959 960 961 962	2595 2595 2595 2595 2595 2595 2595	17 25 29 1 3 3	Do Do Do Do Do
806 809 810 811 812	955 956 959 960 961 962	2595 2595 2595 2595 2595 2595	25 29 1 3 3	Do Do Do Do
806 809 810 811 812	956 959 960 961 962	2595 2595 2595 2595 2595	29 1 3 3 15	Do Do Do
809 810 811 812 Tot	959 960 961 962	2595 2595 2595	1, 3, 3, 15	Do Do
810 811 812 Tot	960 961 962	2595 2595	3 3 15	Do Do
811 812 Tot	961 962	2595	3 15	Do
812 Tot	962		15	
Tot		2555		Do
	a)			
R.S.DAG			1.90 Dacimal	
R.S.DAG		L.R Khatian	455410	-
	L.R. DAG	Nos.	AREA IN DECIMAL	Mouza Name
1655	1677	1270	5	Elachi
1656	1678	1270	14	Do
1657	1679	1270	28	Do
Tot	al		47 Decimal	Do
Owner No.	L.R. Dag	L.R. Khatian	Area	Mouza
	No.	No.		Name
	936	2595	12 decimais	Jagaddal
1	933	2595	27	Do
1	931	2595	11	Do
1	931	2595	71	Do
1	937			Do
1	The second second second		The second second	Do
1	The second of th	The state of the s		Do
1		The state of the s		Da
1		The second secon	71.100	Do
1	1000		The state of the s	
				Do
	100000000000000000000000000000000000000			Da
	1100		100000000000000000000000000000000000000	Do
		The factor of the contract of		Do
70.000		-		Do
	The second section is not the second			Do
		The second secon	111000	Do
				Do
4		The second secon	09	Do
1	70000	2595		Do
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	No. 1 936 1 933 1 931 1 931 1 937 1 940 1 934 1 940 1 941 1 940 1 941 1 910 1 916 1 918 1 919 1 922 1 923 1 do- 1 924 1 926	No. No. 1 936 2595 1 933 2595 1 931 2595 1 931 2595 1 931 2595 1 940 2595 1 940 2595 1 934 2595 1 941 2595 1 941 2595 1 916 2595 1 918 2595 1 919 2595 1 922 2595 1 923 2595 1 924 2595 1 924 2595 1 926 2595 1 943 2595	No. No. 1 936 2595 12 decimais 1 933 27 2595 11 1 931 2595 11 1 931 2595 11 1 937 1595 12 1 940 2595 39.5 1 940 2595 39.5 1 941 2595 21 1 941 2595 21 1 941 2595 10 1 941 2595 05 1 916 2595 05 1 918 2595 05 1 918 2595 29 1 919 2595 20 1 923 2595 05 1 923 2595 05 1 924 2595 06 1 924 2595 04

796	1	946	2595	07	D.
797	1	947	2595	18	Do
799	1	949	2595	16	Do
800	1	950	2595	18	Do
801	1	951	2595	15	Do
			2223		Do
	Tot	aı		397 Decimal	
R.S. Dag No.	owner no.	L.R. Dag No.	L.R. Khatian No	Area in decimal	Mouza
1622	1	1646	1270	12	Elachi
1623/2142	1	1647	1270	7	Do
1544	1	1666	1270	16	Do
1621	1	1645	1270	10	Do
1612	1	1636	1270	18	Do
1614	1	1638	1270	44	Do
1637	1	1659	1270	16.42	Da
1623	1	1648	1270	9	Do
1624	1	1649	1270	9	Da
1617	1	1641	1270	9	Do
1618	1	1642	1270	6	Do
1615	1	1639	1270	30	Do
1616	1	1640	1270	17	Do
1619	1	1643	1270	03	Do
1620	1	1644	1270	10	
1640	1	1662	1270	22	Do
1642	1	1664	1270	10	
1645	1	1667	1270	16	Do
1661	1	1683	1270	21.5	Do
	Total		2270	285.5	Do
	GRAND TO			1246.50 Dec	

THE FOURTH SCHEDULE ABOVE REFERRED TO: [FIRST PHASE LAND]

	A. SRUAN	GROUP LAND IN F	IRST PHASE
	MOUZ	A ELAICHI(J.L.NO.	70)
Sl.no	R.S.DAG	L.R. DAG	AREA IN DECIMAL
1	1636	1658	51
2	1638	1660	10
3	1639	1661	19
4	1646	1668	59

5	1647	1669	
6	1649	1671	32
Z	1650	1672	44
8	1651	1673	22
9	1652	1674	36
10	1653	1675	36
11	1654	1676	36
12	1657	1679	51
13	1660	1682	6
14	1661	1683	37
15	1662	1684	28
16	1672	1694	39
		JAGADDAL (J.L.NO.	35
17	760	913	15
18	803	953	14
19	806	956	8
20	809	959	5
TO	TAL OF SRIJAN O		583
		NERS LAND IN FIRST PI	
.NO	R.S.DAG	L.R. DAG	AREA
	MOUZA	ELAICHI(J.L.NO.70)	
- 1	1658	1680	23
1	1		
2	1659	1681	21
2	1659 1663	1681 1685	21
	57250 LEVA	750	
2	1663	1685	46

	IV.	IOUZA: JAGADDAL	
Sl.no	R.S.DAG	L.R. DAG	AREA IN DECIMAL
1	820	969	29
2	818	968	37

3	817	957	4
4	<u>816</u>	966	27
5	815	965	23
6	808	958	19
2	807	957	11
8	312	962	10
	Mouz	A :ELAICHI (J.L.NO.:	70)
2	1655	16/7	5
10	1656	1678	14
11	1657	1679	28
	MOUZA	: JAGADDAL(J.I.No	71)
12	257	910	37
13	258	911	35
14	759	912	9
<u>15</u>	760	913	18
16	766		7
17	804	954	17
17	805	955	25
18	806	956	29
19	809	959	1
20	810	960	3
21	811	961	3
22	<u>812</u>	962	16
	TOTAL OF OWNER	574 Decimals	
GRAN	D TOTAL OF FIRST	1157 Decimals	

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and the year mentioned hereinabove.

SIGNED AND DELIVERED by
Owners in the presence of.....

Amij Jalan

1. Sto. LATE AJAY JALAH

36/1A, ELGINT ROAD,

KOLKATA-700020

For B K CONSORTIUM ENGINEERS PRIVATE LIMITED, FOXGLOVE REALCON PRIVATE LIMITED, DUNDUN REALESTATE PRIVATE LIMITED. SONAPANI VINIMAY PRIVATE LIMITED, BUTTERNUT CONCLAVE PRIVATE LIMITED, CHESHIRE VANIJYA PRIVATE LIMITED. WATERSHIELD CONCLAVE PRIVATE LIMITED. LINKBUILD VANIJYA PRIVATE LIMITED, BLUEFLOWER VINIMAY PRIVATE LIMITED. CALLIOPE REALCON PRIVATE LIMITED, TUPHONIUM REALCON PRIVATE LIMITED.

chanchal Hozelmelt

AUTHORISED SIGNATORY

2. S/O. Late N.G. Kimdu. 36/14, ELGIN ROAD, ROLKATA-700020.

For HARMONICA REALTORS PRIVATE LIMITED. RAINSTICK REALTORS PRIVATE LIMITED, BERGAMOT REALCON PRIVATE LIMITED. HALLONG REALESTATE PRIVATE LIMITED, HYDRILLA CONCLAVE PRIVATE LIMITED, PAPILO VANLIVA PRIVATE LIMITED, BLADDERWORT CONCLAVE PRIVATE LIMITED. CUMBERLAND NIRMAN PRIVATE LIMITED, MEGHNA ESTATE PRIVATE LIMITED.

rehal Nozumder

AUTHORISED SIGNATORY

SNAPDRAGON REALCON PRIVATE LIMITED, PITCHFORK DEVELOPER PRIVATE LIMITED, RIMO RIALTY PRIVATE LIMITED, DHANSIRI CONCLAVE PRIVATE LIMITED. DAWSON CONCLAVE PRIVATE LIMITED, CHURNI BUILDCON PRIVATE LIMITED, SEBERT REALESTATE PRIVATE LIMITED, WATERTOWN VANIJYA PRIVATE LIMITED, MILAM VINIMAY. PRIVATE LIMITED. GLACIERPEAK REAL ESTATE PRIVATE LIMITED, RIMO VINIMAY PRIVATE LIMITED. LACHUNG BUILDCON PRIVATE LIMITED. ROCKYHILL VANIJYA PRIVATE LIMITED. ROXBURY VANIJYA PRIVATE LIMITED.

Charchal Hoseinder

AUTHORISED SIGNATORY

SIGNED AND DELIVERED by Within named Promoter in the presence of.....

1. Any Jalan

2. Wilesh Kundu.

For SRIJAN RESIDENCY LLP

AUTHORISED SIGNATORY

DRAFTED BY ME
(As Per Instruction)

(DEBJYOTI GHOSH)

ADVOCATE

SEALDAH CIVIL COURT

KOLKATA-700 014

WB/547/2009