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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Registration. The signature sheets and the
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document are the part of this document.

District Sub-Registrar-II
Alipore, South 24 Parganas

13 SEP 2024

**DEVELOPMENT AGREEMENT WITH
DEVELOPMENT POWER OF ATTORNEY**

**THIS DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER
OF ATTORNEY** is made on this the 13th day of September, Two Thousand
and Twenty Four (2024) A.D.

B E T W E E N

SL No.....Date.....

Rs.....

Name.....

Address.....

02 MAY 2024

02 MAY 2024

1044

DEBES KUMAR MISRA
ADVOCATE
CALCUTTA HIGH COURT
KOLKATA - 700 001

SMRITI BIKASH DAS
Govt. Licence Stamp Vendor
Alipore Police Court
Kol-27



(1) **ANIL KUMAR AGARWAL (HUF)**, (PAN : **AADHA9792A**) a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas, represented by its Karta **MR. ANIL KUMAR AGARWAL**, (PAN: **ACLPA2210R**, **AADHAAR NO.4272 4658 2420**) son of Mr. Radhe Shyam Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas; (2) **OM PRAKASH AGARWAL (HUF)**, (PAN: **AAAH05669R**) a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas, represented by its Karta **MRS. BELA AGARWAL**, (PAN: **ACZPA4431G**, **AADHAAR NO.9237 7458 6165**) wife of Late Om Prakash Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas; (3) **BALJNATH AGARWAL (HUF)**, (PAN: **AAEHB4171R**) a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas, represented by its Karta **MR. BALJNATH AGARWAL**, (PAN: **ACLPA2211Q**, **AADHAAR NO. 9610 1857 8140**) son of Mr. Radhe Shyam Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas; (4) **SURENDRA AGARWAL (HUF)**, (PAN: **AAZHS3178N**) a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas, represented by its Karta **MR. SURENDRA AGARWAL**, (PAN: **PAN: ACXPA6394A**, **AADHAAR NO.9244 6637 5046**) son of Late Sagar Mal Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas; (5) **RABINDRA AGARWAL (HUF)**, (PAN: **AARHR0464G**) a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas, represented by its Karta **MR. RABINDRA**



AGARWAL, (PAN: ACXPA6284B, AADHAAR NO.2819 4428 7018) son of Late Sagar Mal Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata - 700 041, District South 24-Parganas; (6) **ANUP KUMAR AGARWAL (HUF)**, (PAN: AACHA3953J) a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata - 700 041, District South 24-Parganas, represented by its Karta **MR. ANUP KUMAR AGARWAL**, (PAN: ACJPA1752C, AADHAAR NO.7230 6655 3589) son of Late Sagar Mal Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata - 700 041, District South 24-Parganas; (7) **MR. SOURAV AGARWAL**, (PAN: BNMPA2410E, AADHAAR NO.9020 8964 0338) son of Anup Kumar Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata - 700 041, District South 24-Parganas; (8) **MRS. MONIKA AGARWAL**, (PAN: ACZPA7434P, AADHAAR NO.4762 5231 3369) wife of Mr. Baijnath Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata - 700 053, District South 24-Parganas; and (9) **MRS. BELA AGARWAL**, (ACZPA4431G, AADHAAR NO.9237 7458 6165) wife of Late Om Prakash Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata - 700 053, District South 24-Parganas; hereinafter jointly called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes their respective heirs, executors, legal representatives and assigns) of the **ONE PART**.

A N D

"MMRG GROUP", (PAN : AAKAM3859Q) an Association of Person, having its registered office of 45B, Orphangunge Market, Post Office: Khidderpore, Police Station-Watgunge, Kolkata-700023, represented by its Chairman **SRI SHASHANK AGARWAL**, (PAN : BBEP5915N,



AADHAAR NO.9875 2691 1131), son of Late Om Prakash Agarwal, by faith: Hindu, by Occupation: Business, by Nationality: Indian, residing at 65, Tollygunge Circular Road, Post Office: New Alipore, Police Station: New Alipore, Kolkata: 700053, District South 24-Parganas, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

WHEREAS by virtue of a Bengali Deed of Conveyance dated 04.11.2015, one Souvik Dutta purchased and become the owner in respect of **ALL THAT** piece and parcel of land measuring 7.66 Decimals, comprised in (i) R.S. & L.R. Dag No. 185, under L.R. Khatian No. 724 (1 Decimal out of 51 Decimals Sali land) of Mouza – Kolaria, J.L. No. 133, R.S. No. 282, Touzi No. 331/ 332, Police Station – Bishnupur, under Chaluari Gram Panchayet, District: South 24-Parganas; (ii) R.S. Dag No. 99, corresponding to L.R. Dag No. 452 (3 Decimals out of 35 Decimals Bastu-land) and (iii) R.S. Dag No. 100 corresponding to L.R. Dag No. 461 (3.66 Decimals out of 43 Decimals Danga land) under R.S. Khatian Nos. 497 and 830 corresponding to L.R. Khatian No. 1726 of Mouza – Amtala, J.L. No. 73, Touzi No. 395, Police Station – Bishnupur, District: South 24-Parganas. The said Deed of Conveyance was registered in the Office of Additional District Sub-Registrar at Falta and entered in Book No. I, Volume No. 1619-2015, Pages from 26774 to 26789, Being No. 161902642 for the year 2015.

AND WHEREAS by virtue of another Bengali registered Deed of Conveyance dated 04.11.2015, one Mrs. Bansari Dutta purchased and became the owner in respect of **ALL THAT** piece and parcel of Sali land measuring 7.66 Decimals comprised in (i) R.S. & L.R. Dag No. 185, under L.R. Khatian No. 724 (1 Decimal out of 51 Decimals Sali land) of Mouza – Kolaria, J.L. No. 133, R.S. No. 282, Touzi No. 331/ 332, Police Station – Bishnupur, under Chaluari Gram Panchayet, District: South 24-Parganas; (ii) R.S. Dag No. 99, corresponding to L.R. Dag No. 452 (3 Decimals out of 35 Decimals Bastu-land) and (iii) R.S. Dag No. 100 corresponding to L.R. Dag No. 461 (3.66 Decimals out of 43 Decimals Danga land) under R.S. Khatian Nos. 497 and 830 corresponding to



L.R. Khatian No. 1726 of Mouza – Amtala, J.L. No. 73, Touzi No. 395, Police Station – Bishnupur, District: South 24-Parganas. The said Deed of Conveyance was registered in the Office of Additional District Sub-Registrar at Falta and entered in Book No. I, CD Volume No. 1619-2015, Pages from 26758 to 26773, Being No.1061902640 for the year 2015.

AND WHEREAS by virtue of another Bengali Deed of Conveyance dated 05.11.2015 the said Souvik Dutta and Mrs. Bansari Dutta jointly purchased and become the joint owners in respect of **ALL THAT** piece and parcel of Sali land measuring 7.68 Decimals comprised in (i) R.S. & L.R. Dag No. 185, under L.R. Khatian No. 724 (1 Decimal out of 51 Decimals Sali land) of Mouza – Kolaria, J.L. No. 133, R.S. No. 282, Touzi No. 331/ 332, Police Station – Bishnupur, under Chaluari Gram Panchayet, District: South 24-Parganas; (ii) R.S. Dag No. 99, corresponding to L.R. Dag No. 452 (3 Decimals out of 35 Decimals Bastu-land) and (iii) R.S. Dag No. 100 corresponding to L.R. Dag No. 461 (3.66 Decimals out of 43 Decimals Danga land) under R.S. Khatian Nos. 497 and 830 corresponding to L.R. Khatian No. 1726 of Mouza – Amtala, J.L. No. 73, Touzi No. 395, Police Station – Bishnupur, District: South 24-Parganas. The said Deed of Conveyance was registered in the Office of Additional District Sub-Registrar at Falta and entered in Book No. I, C.D. Volume No. 1619-2015, Pages from 26974 to 26990, Being No. 161902645 for the year 2015.

AND WHEREAS by virtue of another Bengali Deed of Conveyance dated 20.11.2015, the said Souvik Dutta purchased and become the owner in respect of **ALL THAT** piece and parcel of Sali land measuring 6.625 Decimals comprised in (i) R.S. and L.R. Dag No. 185, corresponding to L.R. Khatian No. 724 (1 decimal out of 51 Decimals) in Mouza-Kolaria, Pargana – Muragachha, Touzi No. 331/332, J.L. No. 133, R.S. No. 282 under Chaluari Gram Panchayet, Police Station – Bishnupur, District: South 24-Parganas; (ii) R.S. Dag No. 647, corresponding to L.R. Dag No. 451 (2.375 Decimals out of 4.75 Decimals danga land); (iii) R.S. Dag No. 676, corresponding to L.R. Dag No. 460 (.25 Decimal out of .50 Decimal danga land); (iv) R.S. Dag No. 101 corresponding to L.R. Dag No. 462 (1.875 Decimals out of 3.75 Decimals Danga land); (v) R.S. Dag No. 96, corresponding to L.R. Dag No. 465 (.375 Decimal out of .75 Decimal



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danga land); (vi) R.S. Dag No. 404 corresponding to L.R. Dag No. 502 (0.75 Decimals out of 1.5 Decimals danga Land) of Mouza – Amtala, Pargana - Azimabad, Touzi No.395, J.L. No. 73, Police Station – Bishnupur, District: South 24-Parganas . The said Deed of Conveyance was registered in the Office of Additional District Sub-Registrar at Falta and entered in Book No. I, Volume No. 1619-2015, Pages from 28800 to 28816, Being No. 161902769 for the year 2015.

AND WHEREAS by another Bengali Deed of Conveyance dated 20.11.2015 the said Mrs. Bansari Dutta purchased and become the owner in respect of **ALL THAT** piece and parcel of Sali land measuring 6.625 Decimals comprised in (i) R.S. and L.R. Dag No. 185, corresponding to L.R. Khatian No. 724 (1 decimal out of 51 Decimals) in Mouza-Kolaria, Pargana – Muragachha, Touzi No. 331/332, J.L. No. 133, R.S. No. 282 under Chaluari Gram Panchayet, Police Station – Bishnupur, District: South 24-Parganas; (ii) R.S. Dag No. 647, corresponding to L.R. Dag No. 451 (2.375 Decimals out of 4.75 Decimals danga land); (iii) R.S. Dag No. 676, corresponding to L.R. Dag No. 460 (.25 Decimal out of .50 Decimal danga land); (iv) R.S. Dag No. 101 corresponding to L.R. Dag No. 462 (1.875 Decimals out of 3.75 Decimals Danga land); (v) R.S. Dag No. 96, corresponding to L.R. Dag No. 465 (.375 Decimal out of .75 Decimal danga land); (vi) R.S. Dag No. 404 corresponding to L.R. Dag No. 502 (0.75 Decimals out of 1.5 Decimals danga Land) of Mouza – Amtala, Pargana - Azimabad, Touzi No.395, J.L. No. 73, Police Station – Bishnupur, District: South 24-Parganas. The said Deed of Conveyance was registered in the Office of Additional District Sub-Registrar at Falta and entered in Book No. I, Volume No.1619-2015, Pages from 28817 to 28833, Being No. 161902768 for the year 2015.

AND WHEREAS one Smt. Gita Dutta wife of Late Tulsi Charan Dutta was the recorded owner and absolutely seized and possessed and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 30.749 decimals comprised in (i) R.S. Dag No. 676, under L.R. Dag No. 460 (0.50 Decimal out of danga land measuring 2 decimals), (ii) R.S. Dag No. 101, under L.R. Dag No. 462 (3.75 Decimal out of danga land measuring 15 decimals) (iii) R.S. Dag No. 647, under



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L.R. Dag No. 451 (4.75 Decimal out of danga land measuring 19 decimals), (iii) R.S. Dag No. 99, under L.R. Dag No. 452 (8.75 Decimal out of danga land measuring 35 decimals), (iv) R.S. Dag No. 96, under L.R. Dag No. 465 (0.75 Decimal out of danga land measuring 3 decimals), (v) R.S. Dag No. 100, under L.R. Dag No. 461 (10.75 Decimal out of danga land measuring 43 decimals) and (vi) R.S. Dag No. 404, under L.R. Dag No. 502 (1.499 Decimal out of danga land measuring 42 decimals), under R.S. Khatian Nos.640 & 621, corresponding to L.R. Khatian Nos.6018, 6019, 6062, 6063, 1529, 3750, 3751, 3752 and 4590, of Mouza – Amtala, Touzi No. 395, J.L. No. 73, R.S. Nos. 14 & 17, Pargana – Azimabad, under Chandi Gram Panchayat, Police Station – Bishnupur, District: South 24-Parganas; together with all right of easement, amenities and facilities annexed thereto.

AND WHEREAS by virtue of a registered Bengali Deed of Gift dated 25.01.2016 the said Smt. Gita Dutta, wife of Late Tulsi Charan Dutta gifted and assign **ALL THAT** piece and parcel of land measuring 30.749 decimals comprised in (i) R.S. Dag No. 676, under L.R. Dag No. 460 (0.50 Decimal out of danga land measuring 2 decimals), (ii) R.S. Dag No. 101, under L.R. Dag No. 462 (3.75 Decimal out of danga land measuring 15 decimals) (iii) R.S. Dag No. 647, under L.R. Dag No. 451 (4.75 Decimal out of danga land measuring 19 decimals), (iii) R.S. Dag No. 99, under L.R. Dag No. 452 (8.75 Decimal out of danga land measuring 35 decimals), (iv) R.S. Dag No. 96, under L.R. Dag No. 465 (0.75 Decimal out of danga land measuring 3 decimals), (v) R.S. Dag No. 100, under L.R. Dag No. 461 (10.75 Decimal out of danga land measuring 43 decimals) and (vi) R.S. Dag No. 404, under L.R. Dag No. 502 (1.499 Decimal out of danga land measuring 42 decimals), of Mouza – Amtala, Touzi No. 395, J.L. No. 73, R.S. Nos. 14 & 17, Pargana – Azimabad, under Chandi Gram Panchayat, Police Station – Bishnupur, District: South 24-Parganas; together with all right of easement, amenities and facilities annexed thereto, unto and in favour of Mrs. Gopa Laha, wife of Late Bhanu Kumar Laha and Mrs. Sujata Das, wife of Sri Sanjoy Das. The said Deed of Gift was registered in the Office of Additional District Sub-Registrar at Bishnupur and entered in Book No. I, CD Volume No.1613-2016, Pages from 7075 to 7095, Being No.161300411, for the year 2016.



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AND WHEREAS thereafter for better use and beneficial enjoyment of the aforesaid landed property of Mouza, namely, Amtala and Kolaria, the said Mrs. Gopa Laha and Mrs. Sujata Das herein jointly described as the First Party; the said Mr. Souvik Dutta and Mrs. Bansari Dutta therein jointly described as the Second Party and other co-owners therein, of the said properties, namely, Smt. Santana Dutta, Sri Subrata Dutta, Sri Sarthak Dutta, Smt. Konika Dutta and Sri Partha Sarathi Dutta therein jointly described as the Third Party and Smt. Pampa Dutta, therein described as the Fourth Party amicably partitioned the same by metes and bounds by a registered Deed of Partition dated 24.10.2016. The said Deed of Partition was registered in the Office of Additional District Sub-Registrar at Falta and entered in Book No. I, Volume No. 1619-2016, Pages from 46014 to 46057, Being No. 161902816 for the year 2016.

AND WHEREAS by virtue of the said Deed of Partition dated 24.10.2016 the said Souvik Dutta and Bansari Dutta were jointly allotted 35.75 Decimals land comprised in L.R. Dag No. 451 (6.18 Decimals out of 19 Decimals danga land); L.R. Dag No. 460 (1.67 Decimals out of 2 Decimals danga land); L.R. Dag No. 461 (23.15 Decimals out of 43 Decimals danga land) and L.R. Dag No. 502 (4.75 Decimals out of 42 Decimals danga land) in L.R. Khatian Nos. 6018, 6019, 6062, 6063, 1529, 3750, 3751, 3752 and 4590; R.S. Khatian Nos. 640 and 621 of Mouza – Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, within Chandi Gram Panchayet, Police Station – Bishnupur, District: South 24-Parganas apart from 2 Decimals Sali land in R.S. & L.R. Dag No. 185, L.R. Khatian No. 724 of Mouza – Kolaria, J.L. No. 133 under Chaluria Gram Panchayet, District: South 24-Parganas.

AND WHEREAS the said Souvik Dutta and Bansari Dutta are thus well seized and possessed of the said 35.75 Decimals land comprised in L.R. Dag NO. 451 (6.18 Decimals danga land); L.R. Dag No. 460 (1.67 Decimal danga land); L.R. Dag No. 461 (23.15 Decimal danga land); L.R. Dag No. 502 (4.75 Decimal danga land) in L.R. Khatian No. 6062 and 6063, Mouza – Amtala, Pargana - Azimabad, Touzi No. 395, J.L. No. 73, R.S. No. 14, within Chandi Gram Panchayet, Police Station – Bishnupur, District: South 24-Parganas and are absolutely entitled to the same.



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AND WHEREAS by virtue of the said Deed of Partition dated 24.10.2016, the said Gopa Laha and Sujata Das were jointly allotted 30.75 Decimals land comprised in (i) L.R. Dag No. 460 (0.33 Decimal out of danga land measuring 2 decimals), (ii) L.R. Dag No. 461 (7.17 Decimal out of danga land measuring 43 decimals) (iii) L.R. Dag No. 462 (15 Decimal out of danga land measuring 15 decimals), (iii) L.R. Dag No. 465 (3 Decimal out of danga land measuring 3 decimals), (iv) L.R. Dag No. 502 (5.25 Decimal out of danga land measuring 42 decimals), under R.S. Khatian Nos.640 & 621, corresponding to L.R. Khatian Nos.6018, 6019, 6062, 6063, 1529, 3750, 3751, 3752 and 4590, of Mouza – Amtala, Touzi No. 395, J.L. No. 73, R.S. Nos. 14 & 17, Pargana – Azimabad, under Chandi Gram Panchayat, Police Station – Bishnupur, District: South 24-Parganas, which has been morefully described in Schedule – “Ka” of the said Deed of Partition dated 24.10.2016 shown as Plot No. A delineated with “RED” Border, together with all right of easement, amenities and facilities annexed thereto.

AND WHEREAS the said Gopa Laha and Sujata Das are thus well seized and possessed of the said 30.75 Decimals land comprised in (i) L.R. Dag No. 460 (0.33 Decimal out of danga land measuring 2 decimals), (ii) L.R. Dag No. 461 (7.17 Decimal out of danga land measuring 43 decimals) (iii) L.R. Dag No. 462 (15 Decimal out of danga land measuring 15 decimals), (iii) L.R. Dag No. 465 (3 Decimal out of danga land measuring 3 decimals), (iv) L.R. Dag No. 502 (5.25 Decimal out of danga land measuring 42 decimals), under R.S. Khatian Nos.640 & 621, corresponding to L.R. Khatian Nos.6018, 6019, 6062, 6063, 1529, 3750, 3751, 3752 and 4590, of Mouza – Amtala, Touzi No. 395, J.L. No. 73, R.S. Nos. 14 & 17, Pargana – Azimabad, under Chandi Gram Panchayat, Police Station – Bishnupur, District: South 24-Parganas and are absolutely entitled to the same.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 12.06.2018, the said Souvik Dutta and Bansari Dutta represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 8.73 Decimals comprised in (i) L.R. Dag No. 460 (0.87 decimals Danga land), (ii) L.R. Dag No. 461 (6.31 decimals



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Danga land), (iii) L.R. Dag No. 502 (1.55 decimals Danga land), out of land measuring 35.75 decimals, under L.R. Khatian Nos. 6062 & 6063, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Anil Kumar Agarwal (HUF), represented by its Karta Anil Kumar Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 108752 to 108793, Being No. 160403687 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 12.06.2018 the said Souvik Dutta and Bansari Dutta represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 8.73 Decimals comprised in (i) L.R. Dag No. 460 (0.28 decimals Danga land), (ii) L.R. Dag No. 461 (6.80 decimals Danga land), (iii) L.R. Dag No. 502 (1.65 decimals Danga land), out of land measuring 35.75 decimals, under L.R. Khatian Nos. 6062 & 6063, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Om Prakash Agarwal (HUF), represented by its Karta Om Prakash Agarwal (since deceased). The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 108794 to 108834, Being No. 160403688 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 12.06.2018 the said Souvik Dutta and Bansari Dutta represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 8.73 Decimals comprised in (i) L.R. Dag No. 460 (0.52 decimals Danga land), (ii) L.R. Dag No. 461 (6.66 decimals Danga land), (iii) L.R. Dag No. 502 (1.55 decimals Danga land), out of



land measuring 35.75 decimals, under L.R. Khatian Nos. 6062 & 6063, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Baijnath Agarwal (HUF), represented by its Karta Baijnath Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 108835 to 108876, Being No. 160403689 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 12.06.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 4.50 Decimals comprised in (i) L.R. Dag No. 462 (3.26 decimals Danga land), (ii) L.R. Dag No. 465 (0.48 decimals Danga land), (iii) L.R. Dag No. 502 (0.76 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Surendra Agarwal (HUF), represented by its Karta Surendra Kumar Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 108877 to 108914, Being No. 160403690 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 12.06.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 4.50 Decimals comprised in (i) L.R. Dag No. 462 (3.26 decimals Danga land), (ii) L.R. Dag No. 465 (0.48 decimals Danga land), (iii) L.R. Dag No. 502 (0.76 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together



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with all right of easement, facilities and amenities annexed thereto, unto and in favour of Sourav Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 110174 to 110209, Being No. 160403691 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 12.06.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 4.50 Decimals comprised in (i) L.R. Dag No. 461 (0.62 decimals Danga land), (ii) L.R. Dag No. 462 (3.00 decimals Danga land), (iii) L.R. Dag No. 502 (0.76 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Rabindra Agarwal (HUF), represented by its Karta Rabindra Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 110466 to 110504, Being No. 160403692 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 04.07.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 4.50 Decimals comprised in (i) L.R. Dag No. 462 (3.26 decimals Danga land), (ii) L.R. Dag No. 465 (0.48 decimals Danga land), (iii) L.R. Dag No. 502 (0.76 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Anup Kumar Agarwal (HUF), represented by its Karta Anup Kumar Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar – IV at Alipore and entered in Book



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No. I, Volume No. 1604-2018, Pages from 156876 to 156911, Being No. 160404324 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 04.07.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 4.50 Decimals comprised in (i) L.R. Dag No. 461 (1.30 decimals Danga land), (ii) L.R. Dag No. 462 (1.96 decimals Danga land), (iii) L.R. Dag No. 465 (0.48 decimals Danga land) and (iv) L.R. Dag No. 502 (0.76 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana - Azimabad, Police Station - Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Mrs. Monika Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar - IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 157182 to 157218, Being No. 160404325 for the year 2018.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 04.07.2018 the said Gopa Laha and Sujata Das represented by their constituted attorney namely, Mr. Siddhartha Shankar Dutta, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of demarcated land measuring 8.25 Decimals comprised in (i) L.R. Dag No. 460 (0.33 decimals Danga land), (ii) L.R. Dag No. 461 (5.87 decimals Danga land), (iii) L.R. Dag No. 465 (0.60 decimals Danga land) and (iv) L.R. Dag No. 502 (1.45 decimals Danga land), under L.R. Khatian Nos. 6018 & 6019, in Mouza-Amtala, Touzi No. 395, J.L. No. 73, R.S. No. 14, Pargana - Azimabad, Police Station - Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, unto and in favour of Mrs. Bela Agarwal. The said Deed of Conveyance was registered in the Office of District Sub-Registrar - IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 157219 to 157255, Being No. 160404326 for the year 2018.



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AND WHEREAS by virtue of aforesaid properties the present owners got their names mutated in the records of B.L. & L.R.O. Government of West Bengal, under (i) L.R. Khatian No. 6672, in R.S. & L.R. Dag Nos. 461, 462, 465 & 502 containing in total land measuring 5 decimals in the name of Monika Agarwal; (ii) L.R. Khatian No. 6665, in R.S. & L.R. Dag Nos. 460, 461, 465 & 502 containing in total land measuring 7 decimals in the name of Bela Agarwal; (iii) L.R. Khatian No. 6668, in R.S. & L.R. Dag Nos. 460, 461 & 502 containing in total land measuring 8 decimals in the name of Brijnath Agarwal (HUF); (iv) L.R. Khatian No. 6667, in R.S. & L.R. Dag Nos. 460, 461 & 502 containing in total land measuring 8 decimals in the name of Om Prakash Agarwal (HUF); (v) L.R. Khatian No. 6660, in R.S. & L.R. Dag Nos. 462, 465 & 502 containing in total land measuring 4 decimals in the name of Sourav Agarwal; (vi) L.R. Khatian No. 6670, in R.S. & L.R. Dag Nos. 462, 465 & 502 containing in total land measuring 4 decimals in the name of Surendra Agarwal (HUF); (vii) L.R. Khatian No. 6671, in R.S. & L.R. Dag Nos. 461, 462, 465 & 502 containing in total land measuring 3 decimals in the name of Rabindra Agarwal (HUF); (viii) L.R. Khatian No. 6664, in R.S. & L.R. Dag Nos. 462, 465 & 502 containing in total land measuring 4 decimals in the name of Anup Kumar Agarwal (HUF) and (ix) L.R. Khatian No. 6666, in R.S. & L.R. Dag Nos. 460, 461 & 502 containing in total land measuring 7 decimals in the name of Anil Kumar Agarwal (HUF).

AND WHEREAS the owners executed an Agreement and formed an Association of Persons dated 01.09.2019 named as MMRG Group, having its registered Office at 45B, Orphangunge Market, Police Station : Khiddirpore, Kolkata – 700 023, represented by its Chairman Mr. Om Prakash Agarwal (since deceased) to acts for and on behalf of MMRG Group. The owners contributed their share of land to the MMRG Group as initial capital at the time of formation of MMRG Group.

AND WHEREAS after the demise of Om Prakash Agarwal his son namely, Shashank Agarwal has been Authorized by the owners as Chairman of MMRG Group and to do draft and execute a suitable agreement and have authorized him along with the members as mentioned in the above Agreement of Association of Persons to carry on business as estate agent housing and land agent, property dealers and



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estate managers and to collect rents, repair, look after and manage immovable properties of or for any persons, firms and companies, governments and states as well as this company, to give, take, let and sublet and to carry out under taking supervising, building, constructing, altering, improving, demolishing and repairing operations and all other works and operations in connection with immovable estates and properties.

AND WHEREAS the owners also obtained Conversion Certificate from Danga to Bastu from Office of the Block Land & Land Reforms Officer, Bishnupur II, South 24-Parganas in terms of the provisions of Section 4C of the West Bengal Land Reforms Act, 1955 vide Case Nos. CN/2019/1605/846 dated 27.08.2019; CN/2019/1605/911 dated 19.09.2019; CN/2019/1605/845 dated 27.08.2019; CN/2019/1605/847 dated 27.08.2019; CN/2019/1605/841 dated 27.08.2019; CN/2019/1605/645 dated 26.06.2019; CN/2019/1605/844 dated 27.08.2019; CN/2019/1605/927 dated 20.09.2019 and CN/2019/1605/926 dated 20.09.2019.

AND WHEREAS by virtue of purchase the present owners owned and possessed **ALL THAT** piece and parcel of Bastu land measuring 34 Cottahs 7 Chittacks 8 Square Feet, be the same or a little more or less lying and situated in R.S. & L.R. Dag Nos. 460, 461, 462, 465 & 502, under R.S. Khatian No. 640, corresponding to L.R. Khatian Nos. 6670, 6664, 6666, 6660, 6668, 6665, 6667, 6671 & 6672, of Mouza – Amtala, J.L. No. 73, Touzi No. 395, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, which is specifically described in **SCHEDULE – “A”** hereunder written and hereinafter referred to as the “***Said Property***”.

AND WHEREAS the said MMRG Group in its name got a sanctioned building plan from the Zilla Parisad, South 24-Parganas being Building Permit No.621/731/KMDA dated 31.03.2022 (hereinafter referred to as the “***Sanction Plan***”) for construction of two ground plus four storied building with two Blocks being No. Block-1 & Block – 2, upon the said property.



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AND WHEREAS the said Owners are now desirous of developing the said property mentioned in **SCHEDULE "A"** hereunder by constructing thereupon a ground plus two four storied building having two Blocks - Block-1 & Block - 2, in accordance with the building sanction plan approved by the Zilla Parishad, South 24 Parganas for construction of the building of the said property at the costs and expenses of the Developer.

AND WHEREAS MMRG Group undertakes to construct the buildings upon the said property in accordance with the sanctioned plan approved by the Zilla Parishad at its cost and expenses and on the basis of the sanction plan, and with the consent and approval of the owners, the construction of the building has been started.

AND WHEREAS on negotiation between the parties, the Owners shall allow the Developer to develop the said property on the terms and conditions hereinafter contained.

(2) **NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO** on the following terms and conditions.

ARTICLE-I: DEFINITIONS

- 1.1. **OWNERS:-** Shall mean (1) **ANIL KUMAR AGARWAL (HUF)**, a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata - 700 053, District South 24-Parganas, represented by its Karta **MR. ANIL KUMAR AGARWAL**, son of Mr. Radhe Shyam Agarwal, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata - 700 053, District South 24-Parganas, (2) **OM PRAKASH AGARWAL (HUF)**, a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata - 700 053, District South 24-Parganas, represented by its Karta **MR. OM PRAKASH AGARWAL**, son of Mr. Radhe Shyam Agarwal, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata - 700 053, District South 24-Parganas, (3) **BAIJNATH AGARWAL (HUF)**, a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata - 700 053, District South 24-Parganas, represented by its Karta **MR. BAIJNATH AGARWAL**, son of Mr. Radhe



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Shyam Agarwal, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas, (4) **SURENDRA AGARWAL (HUF)**, a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas, represented by its Karta **MR. SURENDRA AGARWAL**, son of Late Sagar Mal Agarwal, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas, (5) **RABINDRA AGARWAL (HUF)**, a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas, represented by its Karta **MR. RABINDRA AGARWAL**, son of Late Sagar Mal Agarwal, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas, (6) **ANUP KUMAR AGARWAL (HUF)**, a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas, represented by its Karta **MR. ANUP KUMAR AGARWAL**, son of Late Sagar Mal Agarwal, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas, (7) **MR. SOURAV AGARWAL**, son of Anup Kumar Agarwal, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata – 700 041, District South 24-Parganas, (8) **MRS. MONIKA AGARWAL**, wife of Mr. Baijnath Agarwal, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas and (9) **MRS. BALA AGARWAL**, wife of Mr. Om Prakash Agarwal, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053.

- 1.2. **DEVELOPER:-** Shall mean “**MMRG GROUP**”, a company incorporated under the Companies Act, 2013, having its registered office of 45B, Orphangunge Market, Post Office: Khidderpore, Police Station- Watgunge, Kolkata-700023, represented by one of its Authorized Signatory **SRI SHASHANK AGARWAL**, son of Late Om Prakash Agarwal, residing at 65, Tollygunge Circular Road, Post Office: New Alipore,



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Police Station: New Alipore, Kolkata: 700053, District South 24-Parganas, include its successor-in-office, administrators and assigns and who have agreed to develop and complete a real estate project on the aforesaid land /said property of the owners by constructing a Building (s) as per sanction plan of the Zilla Parishad and the proposed building to be used for residential, commercial or for any other related purposes.

- 1.3. **TITLE DEEDS:-** Shall mean all the documents of title and ownership relating to the said property and the same has been handed over in original by the Owners to the Developer simultaneously on execution of this Agreement. The Developer shall acknowledge the receipt of these original documents on tendering of the same.
- 1.4. **SAID PROPERTY:** Shall mean **ALL THAT** piece and parcel of Bastu land measuring 34 (thirty four) Cottahs 7 (seven) Chittacks 8 (eight) Square Feet, be the same or a little more or less, whereupon ground plus four storied building with two blocks, which is under construction, lying and situated in R.S. & L.R. Dag Nos. 460, 461, 462, 465 & 502, under R.S. Khatian No. 640, corresponding to L.R. Khatian Nos. 6670, 6664, 6666, 6660, 6668, 6665, 6667, 6671 & 6672, of Mouza – Amtala, J.L. No. 73, Touzi No. 395, R.S. No. 14, Pargana – Azimabad, Police Station – Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas; together with all right of easement, facilities and amenities annexed thereto, as more fully and particularly mentioned and described in the **SCHEDULE-"A"** hereunder written.
- 1.5. **BUILDING:** - Shall mean a ground plus two four storied building having two Blocks - Block-1 & Block - 2, in accordance with the building sanction plan approved by the Zilla Parishad, South 24 Parganas for construction of the building of the said property.
- 1.6. **OWNERS' ALLOCATION:-** Shall mean and has been mentioned in the **SCHEDULE-"B"** hereunder in this development agreement.
- 1.7. **DEVELOPER'S ALLOCATION: -** Shall mean and has been mentioned in the **SCHEDULE-"C"** hereunder in this development agreement.
- 1.8. **COMMON AREAS, PORTIONS, FACILITIES & AMENITIES** : Shall mean and include the entire land on which the proposed building is to



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come up , roof top, common basements , terraces, corridors, hall ways, stair case /ways, passage ways, drive ways, pumps space, accommodation for the watch and ward or for the lodging of community services personnel, underground water reservoir, overhead water tank, stair and stair landing on all floors, lifts, lift well, lift landing on all floors, lift lobbies, fire escapes ,common entrance and exits of the building, common storage spaces ,water pump and motor, fans, compressors, sumps, central services for electricity, water ,gas, sanitation and all other common facilities and amenities which may be set up and established by the Developer herein at its discretion and/or as advised by the competent authority and as may be reasonably required and feasible for the establishment, enjoyment, maintenance and/or management of the building and land there under and such other common facilities and amenities as are in future, after the building is complete and possession handed over to the respective allottees/buyers and their association/society is formed for the maintenance of the building and premises, mutually agreed and settled between the Owners/allottees of the various units/floors/flats/ commercial space, and which have been mentioned and described in the **SCHEDULE "D"** hereunder.

- 1.9. **COMPETENT AUTHORITY;** shall mean Zilla Parishad and West Bengal Housing Board, having at present the authority and powers to give permission for development of the said property and to construct building(s) thereat and thereon as per building and other related plans to be sanctioned and approved by them or such other authority or authorities as are notified by the govt in future for the said purposes.
- 1.10. **SANCTION PLAN;** Shall mean Building Permit No.621/731/KMDA dated 31.03.2022 has been sanctioned by the Zilla Parishad for construction of ground plus four storied building and/or any its modification/alteration.
- 1.11. **APARTMENT(S);** Shall mean and include dwelling units, flats, offices, showrooms, godowns, suit, tenement, units, rooms, enclosed spaces as are created/built/constructed in the proposed building by the Developer for sale, transfer and/or use for residential or commercial or business or



professional or occupational purposes or for any other related and ancillary purpose as per sanction plan of the competent authority.

- 1.12. **CAR PARKING AREAS/GARAGES:** Shall mean areas/spaces whether covered, uncovered or open, as are sanctioned by the competent authority in the proposed Building for parking of two wheelers, motor cars and vehicles and for use as garages for other means of conveyances.
- 1.13. **SALEABLE SPACE:** Shall mean apartment(s) (being the dwelling and other units/floors/ flats/space and car parking area/space) in the building (s), to be developed/constructed by the Developer under this development agreement and which are available for independent dwelling, residence, commercial purpose, use, occupation and enjoyment after making due provisions for common areas and facilities and the space required for such common facilities.
- 1.14. **ARCHITECT:** Shall mean such person or persons, registered under the provisions of the Architect act, 1972, who may be entrusted and/or appointed by the Developer for both designing and sanction of the building plan(s) on the said land and premises as aforesaid.
- 1.15. **BUILT UP AREA :** Shall mean and include the covered area of the unit/ apartment/flat and including external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the Plan to be Sanctioned by the competent authority being the Zilla Parishad.
- 1.16. **CARPET AREA:** - Shall mean the net usable floor area of an Apartment excluding the area covered by the external walls, 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(s).
- 1.17. **TRANSFEROR:** Shall mean the Owners and the Developer herein who intend to sell and transfer the apartments, out of the sanctioned areas being allocated to them respectively in this agreement, to the intending allottees (being the intending buyers/allottees/purchasers /users) together with undivided proportionate share of the land and right to use the common space in the building to be built on the said property.



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- 1.18. **ALLOTTEE**: Shall mean the individual, person, firm, limited or private limited company, limited liability partnership, society, any other authorized entity or an Association of persons to whom Apartment (s) and/or car parking spaces in the building are and have been allotted, sold and or transferred by the Developer and/or owners, out of their respective shares/allocations and include such persons who subsequently acquire the said allotment of apartments through sale, transfer or otherwise but shall not include a person to whom the apartment is given on rent.
- 1.19. **TRANSFER**: Shall mean with its grammatical variation and include transfer by possession and by any other means adopted for effecting what is legally termed as a transfer of any property/ apartment/ building/flat/unit/commercial space/car parking or garage area to the Allottee (s) thereof in terms of transfer of property act 1882 and/or any other applicable law.
- 1.20. **NOTICE**: - Shall mean and include all notices to be served hereunder by either of the parties to the other and such notices shall deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the concerned party hereto.
- 1.21. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.
- 1.22. **PARTIES** : shall collectively mean both owners and Developer herein in the agreement

ARTICLE-II COMMENCEMENT

- 2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III: OWNERS RIGHTS & REPRESENTATIONS

- 3.1. The Owners hereto are absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring 34 Cottahs 7 Chittacks 8 Square Feet, be the same or a little more or less, whereupon a ground plus two four storied building having



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two Blocks - Block-1 & Block - 2, is under construction, lying and situated in R.S. & L.R. Dag Nos. 460, 461, 462, 465 & 502, under R.S. Khatian No. 640, corresponding to L.R. Khatian Nos. 6670, 6664, 6666, 6660, 6668, 6665, 6667, 6671 & 6672, of Mouza - Amtala, J.L. No. 73, Touzi No. 395, R.S. No. 14, Pargana - Azimabad, Police Station - Bishnupur, within Chandi Gram Panchayet, District: South 24-Parganas, District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Bishnupur, District- South 24 Parganas.

- 3.2. Save and except the Owners herein nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of and in the said property.
- 3.3. That the said property are free from all encumbrances, charges, liens, disputes, claims, attachments, mortgages, power of attorneys, trusts ,tenancy rights , legal and court cases whatsoever or howsoever.
- 3.4. That since the day of execution of this agreement and till the completion of the proposed building and sale of all the saleable space; if any person/s claims any kind of right, title and interest in respect of the said property, then the Owners shall be fully liable for the same and pay the amount of expenses and amounts to be or may be incurred and/or paid by the Developer towards the same.
- 3.5. That the Owners have not sold or entered into any agreement for sale and/or development or any other kind of agreement whatsoever or howsoever in respect of the said property prior to this agreement.
- 3.6. That the said property is not subject to any notice of acquisition or requisition from any person/authority/govt.

ARTICLE-IV: DEVELOPERS' RIGHTS

- 4.1. The Owners herein, hereby grant exclusive rights to the Developer to develop the said property by way of constructing a ground plus two four storied building having two Blocks - Block-1 & Block - 2, in accordance with the building sanction plan approved by the Zilla Parishad, South 24 Parganas with or without any amendment/change/alterations and/or modifications thereto made or caused to be made by the parties hereto.



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- 4.2. That the Developer has already borne the expenses for obtaining sanction of the building plan and shall bear all expenses for construction of the building & construction materials, labour cost, legal fees and all construction charges of the building and to complete it in all respects at its own costs or at the cost of the intending Allottee or Allottees including architect fees, charges and expenses required to be paid or deposited for the purpose of development of the said property and the Owners shall not have any responsibility in these respects.
- 4.3. It is agreed between the parties that the Developer shall have every liberty to sell, transfer or alienate the entire construction of the two buildings to be constructed upon the said property to its intending buyer(s)/nominee to be selected by itself without any participation by the owners and to receive all the sale proceeds/consideration amount in its account and shall disburse 15% of the total consideration to the owners time to time in their account.
- 4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said property or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer other than exclusive rights and license to the Developer for the purpose of development of the said property in terms hereof and to deal with the entire construction of the buildings.
- 4.6. The Developer shall have right to publish and issue advertisements or put out hoardings at any place or at the site of the premises to draw the attention of the prospective buyers of the apartment(s)/ car parking areas/ garages of the proposed building/s.

ARTICLE-V: CONSIDERATION

- 5.1. In consideration of the Agreement, the Owners have agreed to grant exclusive right of development of the said property to the Developer and the Developer agrees and/or undertakes to allot the Owners' Allocation to the Owners as more fully and particularly mentioned in the **SCHEDULE-"B"** hereunder written, while the Developer will have the allocation as per **SCHEDULE-"C"** mentioned hereunder. It is pertinent to mention herein that the Developer is entitled to 85% of the entire



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construction while the owners are entitled to 15% of the entire construction of the proposed buildings.

- 5.2. It is agreed between the parties that the Developer shall have every liberty to sell, transfer or alienate the entire construction of the two buildings to be constructed upon the said property to its intending buyer(s)/nominee to be selected by itself without any participation by the owners and to receive all the sale proceeds/consideration amount in its account and shall disburse 15% of the total consideration to the owners time to time in their account.
- 5.3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said property or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof by constructing the building(s) on the said property and to deal with the entire construction in the building in the manner herein stated, without creating any liability, financial or otherwise, whatsoever upon the Owners.

ARTICLE-VI: POSSESSION

- 6.1. The Owners have already handed over vacant and peaceful possession of the said property simultaneously on execution of this Development Agreement along with all original papers and documents of ownership/title relating to the said property to the Developer.

ARTICLE-VII: PROCEDURE

- 7.1. Simultaneously on execution and registration of this Agreement, the Owners shall grant proper authority to the Developer by executing and registering a Power of Attorney in favour of the Developer in such format as may be required by the Developer for the purpose of construction of the proposed buildings sanctioned by the Competent authority and for development of the said property and for selling out the flat(s), floor(s), unit(s), car parking areas/ garages namely the entire construction in the buildings together with undivided share of the land to the intending buyer(s) through Deeds of Conveyance/s, Agreements for Sale and to sign and execute all necessary papers, deeds, documents, etc. and also to represent the Owners for all purposes in connection with all



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appropriate and necessary works and deeds/acts before the appropriate authorities, agencies, departments etc provided however the same shall not create financial liabilities upon the Owners.

- 7.2. Apart from the said registered Power of Attorney; the Owners also do hereby undertakes that they shall execute as and when necessary all required papers, deeds, documents, plans etc. for the purpose of development of the said property, if and as shall be necessary.
- 7.3. The Developer shall keep original and certified copy of the sanctioned Architectural building Plan and the Structural Plan in its custody but the Developer shall handover the parties copy to the Owners after completion of the building.
- 7.4. The Owners have already handed over original title deeds, mutation certificate, certificate of conversion of the land, paid tax receipts and other muniments relating to the title of the said property to the Developer. The Developer acknowledged to receipt of the same. The Developer shall handover all those and such original documents to the "Owners Association or body "after completion of the building and after the grant of completion /occupancy certificate by the competent authority.
- 7.5. The Developer shall execute and register the Agreements for Sale and Deeds of Conveyance in respect of entire constructed area in favour of the intending Allottee(s)/Nominee(s) as selected and fixed by the Developer, on the basis of the said registered Power of Attorney to be given and executed by the owners as per para-7.1 above.
- 7.1 The Developer shall keep the original Development Agreement & Power of Attorney in its custody, while the Owners shall keep a certified copy of the Development Agreement and of the Power of Attorney.

ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING

- 8.1. The Developer shall on completion put the intending buyer(s) in undisputed possession of the buildings **TOGETHER WITH** the rights in common facilities and amenities to be enjoyed proportionately with other allottees/Buyers/Owners of apartment(s)/ car parking areas/ garages. The Owners also empowered to sell of the Owner's allocation to the Developer and the Developer will be entitled to transfer or otherwise deal



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with the Owners' allocation as mentioned in the **SCHEDULE "B"** hereunder of the proposed building in terms of Clause No.7.1 as mentioned hereinabove.

- 8.2. That save and except allocation mentioned in the **SCHEDULES-"B" & "C"** hereunder, the common arrears, facilities and amenities will be jointly possessed and enjoyed by the Owners and the Developer and their heirs and nominees including the intending buyers/allottees/ owners of the apartments and the Developer shall have exclusive right to dispose of their portions in any manner whatsoever.
- 8.3. The Developer shall be exclusively entitled to its own allocation of mentioned in **SCHEDULE "C"** hereunder with the right to transfer, or otherwise deal with or dispose of the same and the Owners shall not in any way interfere with or disturb the Developers' allocation provided that the Developer complies with all the terms and conditions to be observed and performed by the Developer under these presents.
- 8.4. The Developer being the party of the Other Part in the agreement, shall be at liberty with exclusive rights and authority to negotiate for sale of apartment(s)/ car parking areas/ garages namely, the entire construction together with proportionate share of land which includes the Owners' and the Developer's allocation of the said proposed buildings on the said property with any prospective allottees/ buyers on or before or during the course of the construction work of the said building at such sale consideration and price and on such terms and conditions as the Developer may think fit and proper at its sole discretion. It is clearly agreed and declared by the parties herein that the consideration/sale money for such sale and transfer of Owners' and Developers allocation as aforesaid, including earnest money or initial payments or part payments thereof shall be received by the Developer directly in its account and the Developer shall disburse 15% of the total consideration of the sale proceeds received in its account to the owners.
- 8.5. The Developer shall be entitled to enter into agreement(s) for sale/s in respect of Owners and the Developers' allocation mentioned in **SCHEDULE "B" & "C"** hereunder on the basis of the registered Power of Attorney and shall be entitled to sign all necessary papers, documents and agreements for such purpose on behalf of the Owners by virtue of



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the same registered Power of Attorney, however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owners.

ARTICLE-X: COMMON FACILITIES

- 10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due as and from the date of this agreement till handover of the entire building to the respective allottees.
- 10.2. As soon as the building is completed, the Developer shall after obtaining completion/occupancy certificate from competent authority and drainage connection, give written notice to the Owners requiring the Owners to take possession of the Owners' allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any and as are levied on the building as a whole.
- 10.3. The Owners and the Developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon by and between the Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either or them as the case may be consequent upon a default by Owners or the Developer in this behalf.
- 10.4. Any transfer or any transfer of any part of the Owners' Allocation of the new building shall be subject to the other provisions hereof and the respective transferee/s or allottees shall have to be responsible in respect of the space transferred and to pay the said rates and service



and maintenance charges for the common facilities in accordance with law.

- 10.5. If any person/buyer fails to pay maintenance charges in respect of his/her/their particular area/apartment, in that event he/she/they will have to pay interest as would be mutually determined between the Owner/Developers and the buyers/allottees of the apartments.
- 10.6. The Owners shall not do any acts, deeds or things whereby the Developer shall be prevented or obstructed from construction and completion of the said building, as per approved plan.
- 10.7. Both the Developer and Owners herein shall enjoy their respective allocations/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-XI: COMMON RESTRICTION

The Owners' allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which restrictions shall include the following:-

- 11.1. Neither party shall use or permit the use of their respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal, immoral trade or activity and nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 11.3. Neither party shall transfer or permit to transfer their respective allocations or any portion thereof unless :-



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- a. Such party shall have reasonably observed and performed the terms and conditions on their respective part to be observed and/or performed as per this development agreement.
 - b. The proposed transferee(s) shall have given a written undertaking to the effect that such transferee(s) shall remain bound by the terms and conditions hereof and of these presents and further that such transferee(s) shall pay all and whatsoever shall be payable in relation to the area of their respective possession.
- 11.4. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws, rules and regulations.
- 11.5. The respective allottees/buyers 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 building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any such breach.
- 11.6. Neither party shall do or cause or permit to be done any act or thing which may render void and violate any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 11.7. No goods or other items shall be kept by either party or by the allottees for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 11.8. Neither party and/or the allottees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or



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accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

- 11.9. Either of the parties shall permit the other's agents with or without workmen and others at all reasonable times to enter into and upon the each party's allocation for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, sewer lines, electrical lines , gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XII: OWNERS' OBLIGATIONS

- 12.1. The Owners doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said property by the Developers. If any unreasonable interference or hindrance is caused by the Owners or their agents, servants, representative or impediment to such construction; the Owners will be liable for such losses and damages.
- 12.2. The Owners doth hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developers' allocated portion in the building at the said property in favour of the intending buyers of apartment(s)/ car parking areas/ garages in the said building. The Owners further gives undertaking for and on behalf of their agents, servants, representatives for similar acts at their own liability and responsibility subject to fulfillment of the Developer's obligation to the Owners as agreed upon herein.
- 12.3. The Owners doth hereby agree and covenant with the Developer not to let out, grant, lease mortgage, and/or charge or part with possession of the said property or any portion thereof before date of completion of the construction without the consent in writing of the Developer on and from the date of execution of this development Agreement.
- 12.4. The Owners herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building or apartment's therein save



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and except in case of any confirmed illegal acts and default of the Developers. It is recorded herein that the completion period of the proposed building shall be within **30 (thirty)** months from the date of execution of this Agreement with a further grace period of 6 (six) months thereof.

- 12.5. The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said property/lands or any portion thereof at any time during the subsistence of this agreement.
- 12.6. The Owners hereto without being influenced or provoked by anybody do hereby categorically undertake that, as the Developer has started the construction of the said buildings exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Owners hereto, the Owners henceforth and for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the Power of Attorney, except otherwise mentioned within this agreement and the Developer shall be at liberty to receive any amounts from any Allottee/Allottees in its own name and to appropriate the said amounts and sale proceeds of the apartment(s)/ car parking areas/ garages of the said buildings with regard to the entire construction at its sole discretion without having any attachment and/or share thereon. Be it recorded that the money collected by the Developer from the allottee/allottees shall not in any way fasten the Owners with any liability nor shall it create any charge upon the said property or any part thereof.
- 12.7. The Owners shall clear and pay the outstanding dues in respect of the said property, if any.

ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

- 13.1. The Developer doth hereby agree and covenants with the Owners to complete the construction of the building within **30 (thirty)** months from the date of execution of this Agreement with a further grace period of 6 (six) months thereof, provided that the Developer shall not be responsible for not adhering to these schedules if prevented by reasons, causes and circumstances beyond its control or due to any unmanageable adverse situations or circumstances .



- 13.2. The Developer shall pay cost of the entire construction of the proposed building and cost of revise and/or modify of the sanction of the building plan from Zilla Parishad.
- 13.3. The Developer hereby agrees and covenants with the Owners not to do any act deed or things whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owners' allocations in the building at the said property.
- 13.4. The Developer doth hereby agree and covenant with the Owners not to transfer and/or assign the rights and benefits of this development agreement in full or any portion thereof to any party or parties without the consent in writing of the Owners.
- 13.5. The Developer hereby agrees and covenants with the Owners not to violet or contravenes any of the provisions and rules applicable to the construction of the said proposed building.
- 13.6. The Developer shall receive the entire sale proceeds of the entire construction of the buildings in its account and shall disburse 15% of the sale proceeds to the owners in their account on accountable receipt.
- 13.7. The Developer shall not take any loan from the bank or financial institution creating charge over the said property as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Owners and the Developers' Allocation and also in respect of apartment(s)/ car parking areas/ garages of the intending Allottee/s or buyers who want to purchase and/or buy the same from the Developer out of the Owners and the Developers' Allocation by availing loan/financial assistance from commercial banks or financial institutions. The Developer shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments to get necessary bank/institutional loans with ease and without much hassle.
- 13.8. The Developer shall obtain all papers and documents relating to the said property at its cost and expenses for causing sanction of the building plan from the competent authority. The Owners shall have no liability or



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responsibility to obtain any documents for causing necessary sanction of the building plan.

- 13.9. The Developer shall not assign this development agreement to any other third party without the prior written approval of the owners.

ARTICLE-XIV: OWNERS INDEMNITY

- 14.1. The Owners hereby undertakes that the Developer shall be entitled to the to the building(s) to be constructed on the said property and shall enjoy its allocated space mentioned in **SCHEDULE "C"** hereunder without any interference or disturbances by or on the part of the Owners provided the Developer performs and fulfills the terms and conditions herein contained and/or in its part to be observed and performed.

ARTICLE-XV: DEVELOPER'S INDEMNITY

- 15.1. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of accident or omission or commission of the Developer in relation to the construction of the said building and the Developer shall also be fully responsible if the construction fails down due to inferiority of the materials and other latent defects thereto.
- 15.2. The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developers' action with regard to the development of the said property and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE-XVI: MISCELLANEOUS

- 16.1. The Owners and the Developer have entered into this development Agreement purely as a contract on basis of this joint venture agreement and under no circumstances this shall be treated as partnership and/or Associations of persons in between the Owners and the Developers.
- 16.2. Immediately after possession of premises is given by the Owners, the Developer shall be entitled to start construction of the said building at the said property in accordance with the sanction building plan.
- 16.3. The Owners and Developers shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the each other's allocation



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and the respective party shall be liable to make payment of the same and keep the other affected party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

- 16.4. The Developer and/or its nominees/assignees and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts hereof and the Owners hereby agree to abide by all the rules and regulations to be framed by any society/ association and/or any other organization which will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations. It is made clear that the allottees/buyers/Owners of the respective apartment(s)/ and/or car parking areas/ garages of the said building, after the handover of the possession to them by the Developer and owners; shall maintain the same themselves and/or through an association/society to be formed for such purpose.
- 16.5. As and from the date of completion of the building; the Developer and/or its transferees/buyers/allottees and the Owners and/or their transferees/buyers/allottees shall each be liable to pay and bear the proportionate charges on account of ground rent, wealth taxes, municipal tax, property tax and other taxes and maintenance charges payable in respect of their respective spaces/flats/apartments.

ARTICLE-XVII: FORCE MAJEURE

- 17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations are prevented by the existence of the **"Force Majeure"** and accordingly shall be suspended from the obligations during the duration of the **"Force Majeure"**.
- 17.2. **"Force Majeure"** shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the



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Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riots, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labor, any legislation, regulation, ruling or omissions (including delay or failure to grant or get any necessary permissions or sanctions for reasons outside the control of either Party) or for any orders from any authorities/governments/courts.

ARTICLE-XIX: JURISDICTION

- 19.1. The Courts (Civil & Criminal) of Kolkata, West Bengal alone shall have the jurisdiction to entertain and determine all actions, suits, disputes and proceedings arising out of this development agreement between the parties hereto.

POWER OF ATTORNEY

- 20.1. The Development Power of Attorney is executed by **ANIL KUMAR AGARWAL (HUF)**, (PAN: AADHA9792A) a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas, represented by its Karta **MR. ANIL KUMAR AGARWAL**, (PAN: ACLPA2210R) son of Mr. Radhe Shyam Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas; (2) **OM PRAKASH AGARWAL (HUF)**, (PAN: AAAHO5669R) a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas, represented by its Karta **MRS. BELA AGARWAL**, (PAN: AAAHO5669R) wife of Late Om Prakash Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas; (3) **BAIJNATH AGARWAL (HUF)**, (PAN: AAEHB4171R) a Hindu Undivided Family of 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata – 700 053, District South 24-Parganas, represented by its Karta **MR.**



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BAIJNATH AGARWAL, (PAN: **AAEHB4171R**) son of Mr. Radhe Shyam Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata - 700 053, District South 24-Parganas; (4) **SURENDRA AGARWAL (HUF)**, (PAN: **AAZHS3178N**) a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata - 700 041, District South 24-Parganas, represented by its Karta **MR. SURENDRA AGARWAL**, (PAN: **AAZHS3178N**) son of Late Sagar Mal Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata - 700 041, District South 24-Parganas; (5) **RABINDRA AGARWAL (HUF)**, (PAN: **AARHR0464G**) a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata - 700 041, District South 24-Parganas, represented by its Karta **MR. RABINDRA AGARWAL**, (PAN: **AARHR0464G**) son of Late Sagar Mal Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata - 700 041, District South 24-Parganas; (6) **ANUP KUMAR AGARWAL (HUF)**, (PAN: **AACHA3953J**) a Hindu Undivided Family of 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata - 700 041, District South 24-Parganas, represented by its Karta **MR. ANUP KUMAR AGARWAL**, (PAN: **AACHA3953J**) son of Late Sagar Mal Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata - 700 041, District South 24-Parganas; (7) **MR. SOURAV AGARWAL**, (PAN: **BNMPA2410E**) son of Anup Kumar Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 270, Raja Ram Mohan Roy Road, Post Office : Paschim Putiari, Police Station : Haridevpur, Kolkata - 700 041, District South 24-Parganas; (8) **MRS. MONIKA AGARWAL**, (PAN: **ACZPA7434P**) wife of Mr. Baijnath Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata - 700 053, District South 24-Parganas; and (9)



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MRS. BELA AGARWAL, (PAN: ACZPA4431G) wife of Late Om Prakash Agarwal, by faith-Hindu, by Occupation-Business, Nationality - Indian, residing at 65, Tollygunge Circular Road, Post Office and Police Station : New Alipore, Kolkata - 700 053, District South 24-Parganas; hereinafter (hereinafter referred to as the "**OWNERS**" in favour **SRI SHASHANK AGARWAL**, (PAN:BBEPA5915N, AADHAAR NO.9875 2691 1131), son of Late Om Prakash Agarwal, by faith: Hindu, by Occupation: Business, by Nationality: Indian, residing at 65, Tollygunge Circular Road, Post Office: New Alipore, Police Station: New Alipore, Kolkata: 700053, District South 24-Parganas, Chairman of "**MMRG GROUP**", (PAN : **AAKAM3859Q**) an Association of Person, having its registered office of 45B, Orphangunge Market, Post Office: Khidderpore, Police Station- Watgunge, Kolkata-700023, appointing, nominating and constituting the Attorney herein in respect of the said property mentioned in **SCHDEULE "A"** hereunder as their true and "**LAWFUL ATTORNEY**" for and on their behalf and in their names, place and stead at cost of the Attorney, do the following acts, deeds, matters and things that is to say :-

1. To defend, manage and maintain the said property and to construct the buildings upon the said property.
2. To erect boundary walls in and around of the said property.
3. To construct of the building on the basis of the Sanctioned plan to apply for and obtain revised sanction of the building plan from the competent authority and/or any other authorities and to sign and execute any such papers documents instruments that may be required in this regard.
4. To sign, execute and submit all applications, maps, plans, specification and obtain the same thereof upon sanction in respect of any new plan and/or any modification or alterations thereafter upon the building plan sanctioned by the Zilla Parishad, South 24-Parganas and to sign and execute and submit any plan papers and documents and perform all the formalities and obligations as may be required or necessary from time to time.
5. To pay fees to obtain sanction and other records permission and/or consents from the necessary authorities as be necessary or



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required for modification, alteration and/or sanction of the plan and/or any utility serving and/or concerning the said property and also to sign other documents as may be required by the authorities from time to time.

6. To appoint Engineers, Architects and their agent or agents and Sub-Contractors as the said Attorney shall think fit and proper and to make payment of their fees and charges of such Architects, Engineers and his agent or agents and/or sub-contractors, for and on behalf of the Principals.
7. To apply for electricity, water, drainage, sewerage, telephone, lift or of any other utility in the said property and/or to make alterations in the existing connection and to have disconnected the same and for that to sign answer 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 attorney.
8. To apply for and obtain licenses and permissions that may be necessary or be required for the purpose of installation and running of lift, generator for auxiliary power supply or for the purpose of having the drain of the said property to be disconnected and/or connected to the municipal drain and for all or any of the purposes above mentioned to sign and execute all necessary papers.
9. To make supervise and construction of the building and/or structures according to the sanction building plan to be sanctioned by the competent authority in respect of the said property as mentioned in Schedule hereunder and to that effect to get signed, pursue and collect on behalf of the principals all such or relevant applications, drawings, documents and any representations of whatsoever manner or nature that is being sought to be done by the aforesaid department of the competent authority or by other and when necessary as and/or asked for.
10. To appear and represent the Owners before the Zilla Parishad, South 24-Parganas, building Tribunal and other authorities concerned regarding any notice received or served upon the Owners



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in respect of the said property and to make representations, prefer appeals reviews and revisions and for that to sign and submit all papers appeals applications and papers and to appear and make representation for and on behalf of the Owners before the authorities concerned.

11. To appear and represent the Owners before the Zilla Parishad, Kolkata Metropolitan Development Authority, Fire Services Dept. West Bengal & Kolkata Police, WBSEB in connection with the said property and to sign and execute all the papers and documents wherever necessary.
12. To apply for electricity, water, drainage, sewerage, telephone, lift or of any other utility in the said property and/or to make alterations in the existing connection and to have disconnected the same and for that to sign answer 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 attorney.
13. To sign and execute all the papers and documents for mutation of the said property in the name of the Owners before the Zilla Parishad, South 24-Parganas.
14. To sign and execute all the papers and documents including Deed of Gift and other Deeds, Declaration, Supplementary Agreement, Supplementary Development Agreement for and on behalf of the owners.
15. To appear and represent Owners before any Notary Public, Registrar of Assurances, District Registrar, Sub-Registrar or any other officer or officers having jurisdiction and to present for registration and have registered and performed all deeds, agreements, documents and instruments executed and signed by the said Attorney in any manner concerning the said property or any part thereof with undivided share of land and admit execution thereof.
16. To sign and execute all papers and documents which are require by the Authority as per West Bengal Housing Regulation Act, 2017 and rules made thereunder.



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17. To enter into agreement for sale(s), deed of conveyance(s), transfer or otherwise in respect flat/s, car parking space/s, shop/s and commercial space/s in the buildings together with undivided impartible proportionate share of the land to the intending allottees/buyer/s at a settled price to be settled by the attorney and to collect money from the intending Purchaser(s) and to grant receipt and acknowledge the payment.
18. To sign and execute any other deeds, documents, Agreements for Sale, Deed of Conveyance or Deed of Sale in respect flat/s, car parking space/s, shop/s and commercial space/s in the buildings together with undivided impartible proportionate share of the land to the intending allottees/buyer/s and to present the same for registration before the registering authority and to admit the execution thereof.
19. To receive money or moneys whether in advance or booking from time to time or at a time from the intending Purchaser or Purchasers in respect flat/s, car parking space/s, shop/s and commercial space/s in the buildings together with undivided impartible proportionate share of the land to the intending allottees/buyer/s in terms of the said Development Agreement and to grant proper receipt and discharge thereof.
20. The developer shall have liberty to receive the amount from the intending purchaser in respect flat/s, car parking space/s, shop/s and commercial space/s in the buildings together with impartible proportionate share of the land in terms of the development agreement and shall sign all papers and documents as required.
21. To deliver khas and vacant possession to the intending Purchaser or Purchasers.
22. To charge by way of equitable mortgage in respect of the Developer's Allocation in respect flat/s, car parking space/s, shop/s and commercial space/s of the proposed building and to make the Principals free from all encumbrances and liabilities whatsoever.
23. To sign execute and submit all declarations statements applications



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13 SEP 2024

and affirm affidavits as may be necessary or required from time to time.

24. To commence prosecute enforce defend answer and oppose all actions and proceedings concerning in any way the said property or any part thereof including those relating to acquisition and/or requisition in which the Owners are now or may hereafter be interested or concerned and if thought fit and compromise settle refer to arbitration abandon become non-suited submit to judgment in any action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue.
25. To appoint any retainers, solicitors, advocate and other legal agents and to revoke such appointments and others as occasion shall require.
26. To sign affirm and verify plain, petition, written statements, tabular statements, Review, Revisions, Affidavit, Declarations, Memorandum of Appeal or any other paper or pleadings including applications under Article 226 of the Constitution of India in any suit action or proceedings relating to the said property or any part thereof.
27. This Power of Attorney is revocable subject to consent of both the parties.

AND GENERALLY to do all acts and things concerning the powers herein conferred in respect of the said property which the Owners could have done lawfully under their own hands if present personally. And said the Owners do hereby agree ratify and confirm all acts, deeds and things whatsoever and the said Attorney shall do and/or cause to do in accordance herewith.

THE SCHEDULE "A" ABOVE REFERRED TO
(Description of the said property)

ALL THAT piece and parcel of Bastu land measuring **34 (thirty four) Cottahs 7 (seven) Chittacks 8 (eight) Square Feet**, be the same or a little more or less, whereupon ground plus four storied building having two Blocks- Block 1 & Block 2, measuring 63000 Square feet, be the same or a little more or less, (each floor measuring 12600 Square Feet)



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which is under construction, lying and situated in R.S. & L.R. Dag Nos. 460, 461, 462, 465 & 502, under R.S. Khatian No. 640, corresponding to L.R. Khatian Nos. 6670, 6664, 6666, 6660, 6668, 6665, 6667, 6671 & 6672, of Mouza - Amtala, J.L. No. 73, Touzi No. 395, R.S. No. 14, Pargana - Azimabad, Police Station - Bishnupur, within Chandi Gram Panchayet, together with all right of easement, facilities and amenities annexed thereto, District Sub-Registration Office at Alipore and Additional District Sub-Registration office at Bishnupur, District : South 24 Parganas, together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH BY : Others Property;
ON THE SOUTH BY : Others Property;
ON THE EAST BY : 21 feet wide Panchayet Road;
ON THE WEST BY : Others Property;

THE SCHEDULE "B" ABOVE REFERRED TO
(Description of the Owners' Allocation)

In lieu of the land of the said premises/property; the Owners will be entitled to get **15% (Fifteen percent)** of the total saleable area/allocation of the proposed building in the manner following :-

Flat No.	Flat Area (Built up)/Sq. Ft.	Floor	Block
J	583	4	2
K	583	4	2
L	523	4	2
M	525	4	2
N	652	4	2
O	667	4	2
P	580	4	2
Q	525	4	2
R	583	4	2
S	583	4	2
G	441	4	1
F	669	4	1



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Apart from flats as the owners are entitled to car parking spaces as manner following :-

Car Parking No.	Block No.
24	2
27	2
30	2
37	2
5	1
8	1

Together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto.

THE SCHEDULE "C" ABOVE REFERRED TO
(Description of the Developers' Allocation)

Save and except the Owners' allocation of 15% (Fifteen percent) as mentioned in **SCHEDULE - "B"** hereinabove, in lieu of making construction of the proposed building; the Developer will be entitled to get the rest of 85% (Eighty Five percent) of the saleable area/allocation of the proposed building together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto.

THE SCHEDULE "D" ABOVE REFERRED TO
(Common Areas/Portions/Facilities & Amenities)

1. Common entrance and exits to the said property and the proposed building.
2. Boundary walls, main gate and other gates of the said property and of the proposed building.
3. Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any apartment or exclusively for its use).
5. Space underneath the stairs of the ground floor where electric meters or other facilities will be installed.



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[Signature]

6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, fire escapes, fire fighting facilities, guard room and other common facilities and amenities as are created in the building for common use and enjoyment.
7. Installations of central services such as electricity, gas, water and sanitation.
8. Water supply system, water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
9. Such other common parts, areas, equipments, electric & other installations, fittings, fixtures and space in or about the said property and the said Building as are necessary for passage and use of the flats /apartments/ units in common by the allottees/owners.
10. Lift well with lift, machine room with all concerned accessories.
11. Drive way.
12. Common bathroom/toilet for common use in the ground floor of the proposed building.
13. All other portions of the real estate project/building necessary or convenient for its maintenance, safety etc and for and in common use.



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District Sub Registrar-II
Alipore, South 24 Parganas
13 SEP 2024

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the
PARTIES at Kolkata in the Presence of :-
WITNESSES :-

1. Goutam Jana
Alipore Judges Court
Kolkata - 700027

ANIL KUMAR AGARWAL HUF
Anil Agarwal
Karta

Rabindra Agarwal HUF
Rabindra Agarwal
KARTA

Om Prakash Agarwal HUF
Bela Agarwal
Karta

Surendra Agarwal HUF
Surendra Agarwal
KARTA

Anup Kumar Agarwal HUF
Anup Kumar Agarwal
KARTA

BAIJNATH AGARWAL HUF
Bijnath Agarwal
Karta
Bela Agarwal

Monika Agarwal
Sourav Agarwal

2. Nirmal Gini
Alipore Judges Court.
Kolkata - 700027.

Signature of the **OWNERS**

MMRG GROUP
Shashank Agarwal.
Authorized Signatory

Signature of the **DEVELOPER**

Drafted by and Prepared
in my office :-

Binay Kumar Seth
Binay Kumar Seth
Advocate

Enrolment No.F/32/13/2017 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 27.



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District Sub Registrar-II
Alipore, South 24 Parganas
13 SEP 2024



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Hand

Right
Hand

Thumb	First Finger	Middle Finger	Ring Finger	Small Finger

NAME:- ANIL KUMAR AGARWAL

Signature :



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Thumb	First Finger	Middle Finger	Ring Finger	Small Finger

NAME:- MRS. BELA AGARWAL

Signature :



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NAME:- MR. BAIJNATH AGARWAL

Signature :



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District Sub Registrar-II
Alipore, South 24 Parganas
13 SEP 2024



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- MR. SURENDRA AGARWAL

Signature :



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- MR. RABINDRA AGARWAL

Signature :



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- MR. ANUP KUMAR AGARWAL

Signature :





	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- MR. SOURAV AGARWAL

Signature :

Photo



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- MRS. MONIKA AGARWAL

Signature :



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District Sub Registrar-II
Alipore, South 24 Parganas
13 SEP 2024



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NAME:- MRS. BELA AGARWAL

Signature : *Bela Agarwal*

Photo



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Hand

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NAME:- SRI SHASHANK AGARWAL

Signature : *Shashank Agarwal*



District Sub Registrar-II
Alipore, South 24 Parganas
13 SEP 2024



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



192024250187310908

GRN Details

GRN:	192024250187310908	Payment Mode:	SBI Epay
GRN Date:	01/09/2024 20:46:03	Bank/Gateway:	SBlePay Payment Gateway
BRN :	0038141579715	BRN Date:	01/09/2024 20:47:22
Gateway Ref ID:	38942839	Method:	State Bank of India WIBMO PG CC
GRIPS Payment ID:	010920242018731089	Payment Init. Date:	01/09/2024 20:46:03
Payment Status:	Successful	Payment Ref. No:	2002319493/1/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr Shashank Agarwal
Address:	65 T C Road, New Alipore, Kolkata - 700053
Mobile:	9836469429
Email:	shashankagarwal.india@gmail.com
Period From (dd/mm/yyyy):	01/09/2024
Period To (dd/mm/yyyy):	01/09/2024
Payment Ref ID:	2002319493/1/2024
Dept Ref ID/DRN:	2002319493/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002319493/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2002319493/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

Major Information of the Deed

Deed No :	I-1602-12981/2024	Date of Registration	13/09/2024
Query No / Year	1602-2002319493/2024	Office where deed is registered	
Query Date	31/08/2024 3:29:05 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subhankar Sarkar Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8276936406, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
		Rs. 9,10,23,077/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,070/- (Article:48(g))		Rs. 60/- (Article:E, E, E, M(b), H)	
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala, JI No: 73, Pin Code : 743503

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-460 (RS -)	LR-6670	Bastu	Bastu	34 Katha 7 Chatak 8 Sq Ft		2,48,73,077/-	Width of Approach Road: 21 Ft., Adjacent to Metal Road,
Grand Total :					56.8402Dec	0 /-	248,73,077 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	63000 Sq Ft.	0/-	6,61,50,000/-	Structure Type: Structure Lift Facility,
Gr. Floor, Area of floor : 12600 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 12600 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 12600 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 3, Area of floor : 12600 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 4, Area of floor : 12600 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		63000 sq ft	0 /-	661,50,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	ANIL KUMAR AGARWAL HUF 65, Tollygunge Circular Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Date of Incorporation:XX-XX-1XX8 , PAN No.:: AAxxxxxx2A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
2	OM PRAKASH AGARWAL HUF 65, Tollygunge Circular Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Date of Incorporation:XX-XX-1XX1 , PAN No.:: AAxxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
3	BAIJNATH AGARWAL HUF 65, Tollygunge Circular Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx1R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
4	SURENDRA AGARWAL HUF 270, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiari, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Date of Incorporation:XX-XX-1XX7 , PAN No.:: AAxxxxxx8N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
5	RABINDRA AGARWAL HUF 270, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiari, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Date of Incorporation:XX-XX-1XX9 , PAN No.:: AAxxxxxx4G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
6	ANUP KUMAR AGARWAL HUF 270, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiari, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Date of Incorporation:XX-XX-1XX3 , PAN No.:: AAxxxxxx3J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
7	Name	Photo	Finger Print	Signature
	Mr SOURAV AGARWAL Son of Mr Anup Kumar Agarwal Executed by: Self, Date of Execution: 13/09/2024 , Admitted by: Self, Date of Admission: 13/09/2024 ,Place : Office		 Captured	
	13/09/2024	13/09/2024	LTI 13/09/2024	13/09/2024
	270, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiari, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.:: BNxxxxxx0E, Aadhaar No: 90xxxxxxxx0338, Status :Individual, Executed by: Self, Date of Execution: 13/09/2024 , Admitted by: Self, Date of Admission: 13/09/2024 ,Place : Office			
8	Name	Photo	Finger Print	Signature
	Mrs MONIKA AGARWAL Wife of Mr Baijnath Agarwal Executed by: Self, Date of Execution: 13/09/2024 , Admitted by: Self, Date of Admission: 13/09/2024 ,Place : Office		 Captured	
	13/09/2024	13/09/2024	LTI 13/09/2024	13/09/2024

65, Tollygunge Circular Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX2 , PAN No.: ACxxxxxx4P, Aadhaar No: 47xxxxxxxx3369, Status :Individual, Executed by: Self, Date of Execution: 13/09/2024 , Admitted by: Self, Date of Admission: 13/09/2024 ,Place : Office

9	Name	Photo	Finger Print	Signature
	Mrs BELA AGARWAL Wife of Late Om Prakash Agarwal Executed by: Self, Date of Execution: 13/09/2024 , Admitted by: Self, Date of Admission: 13/09/2024 ,Place : Office	 13/09/2024	 Captured LTI 13/09/2024	 13/09/2024
	65, Tollygunge Circular Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.: ACxxxxxx1G, Aadhaar No: 92xxxxxxxx6165, Status :Individual, Executed by: Self, Date of Execution: 13/09/2024 , Admitted by: Self, Date of Admission: 13/09/2024 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MMRG GROUP 45B, Orphangunge Market., City:- , P.O:- Khidderpore, P.S:-Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700023 Date of Incorporation:XX-XX-2XX9 , PAN No.: AAxxxxxx9Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
Mr ANIL AGARWAL Son of Mr Radhe Shyam Agarwal Date of Execution - 13/09/2024, , Admitted by: Self, Date of Admission: 13/09/2024, Place of Admission of Execution: Office		 Sep 13 2024 3:51PM	 Captured LTI 13/09/2024	 13/09/2024
65, Tollygunge Circular Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX4 , PAN No.: ACxxxxxx0R, Aadhaar No: 42xxxxxxxx2420 Status : Representative, Representative of : ANIL KUMAR AGARWAL HUF (as karta)				

2	Name Mrs BELA AGARWAL Wife of Late Om Prakash Agarwal Date of Execution - 13/09/2024, , Admitted by: Self, Date of Admission: 13/09/2024, Place of Admission of Execution: Office	Photo 	Finger Print  Captured	Signature 
	Sep 13 2024 3:30PM	LTI 13/09/2024	13/09/2024	
65, Tollygunge Circular Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: ACxxxxxx1G, Aadhaar No: 92xxxxxxxxx6165 Status : Representative, Representative of : OM PRAKASH AGARWAL HUF (as karta)				
3	Name Mr BAIJNATH AGARWAL Son of Mr Radhe Shyam Agarwal Date of Execution - 13/09/2024, , Admitted by: Self, Date of Admission: 13/09/2024, Place of Admission of Execution: Office	Photo 	Finger Print  Captured	Signature 
	Sep 13 2024 3:33PM	LTI 13/09/2024	13/09/2024	
65, Tollygunge Circular Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.: ACxxxxxx1Q, Aadhaar No: 96xxxxxxxxx8140 Status : Representative, Representative of : BAIJNATH AGARWAL HUF (as karta)				
4	Name Mr RABINDRA AGARWAL Son of Late Sagar Mal Agarwal Date of Execution - 13/09/2024, , Admitted by: Self, Date of Admission: 13/09/2024, Place of Admission of Execution: Office	Photo 	Finger Print  Captured	Signature 
	Sep 13 2024 3:47PM	LTI 13/09/2024	13/09/2024	
270, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiari, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.: ACxxxxxx4B, Aadhaar No: 28xxxxxxxxx7018 Status : Representative, Representative of : RABINDRA AGARWAL HUF (as karta)				
5	Name Mr ANUP KUMAR AGARWAL Son of Late Sagar Mal Agarwal Date of Execution - 13/09/2024, , Admitted by: Self, Date of Admission: 13/09/2024, Place of Admission of Execution: Office	Photo 	Finger Print  Captured	Signature 
	Sep 13 2024 3:50PM	LTI 13/09/2024	13/09/2024	
270, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiari, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: ACxxxxxx2C, Aadhaar No: 72xxxxxxxxx3589 Status : Representative, Representative of : ANUP KUMAR AGARWAL HUF (as karta)				

6	Name	Photo	Finger Print	Signature
	Mr SHASHANK AGARWAL (Presentant) Son of Late Om Prakash Agarwal Date of Execution - 13/09/2024, , Admitted by: Self, Date of Admission: 13/09/2024, Place of Admission of Execution: Office		 Captured	
		Sep 13 2024 3:34PM	LTI 13/09/2024	13/09/2024
	65, Tollygunge Circular Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.: BBxxxxxx5N, Aadhaar No: 98xxxxxxxx1131 Status : Representative, Representative of : MMRG GROUP (as Chairman)			
7	Name	Photo	Finger Print	Signature
	Mr SURENDRA AGARWAL Son of Late Sagar Mal Agarwal Date of Execution - 13/09/2024, , Admitted by: Self, Date of Admission: 13/09/2024, Place of Admission of Execution: Office		 Captured	
		Sep 13 2024 3:51PM	LTI 13/09/2024	13/09/2024
	270, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiari, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: ACxxxxxx4A, Aadhaar No: 28xxxxxxxx7018 Status : Representative, Representative of : SURENDRA AGARWAL HUF (as karta)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Goutam Jana Son of Mr Mahitoah Jana Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	13/09/2024	13/09/2024	13/09/2024
Identifier Of Mr SOURAV AGARWAL, Mrs MONIKA AGARWAL, Mrs BELA AGARWAL, Mr ANIL AGARWAL, Mrs BELA AGARWAL, Mr BAIJNATH AGARWAL, Mr RABINDRA AGARWAL, Mr ANUP KUMAR AGARWAL, Mr SHASHANK AGARWAL, Mr SURENDRA AGARWAL			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	ANIL KUMAR AGARWAL HUF	MMRG GROUP-6.31558 Dec
2	OM PRAKASH AGARWAL HUF	MMRG GROUP-6.31558 Dec
3	BAIJNATH AGARWAL HUF	MMRG GROUP-6.31558 Dec
4	SURENDRA AGARWAL HUF	MMRG GROUP-6.31558 Dec
5	RABINDRA AGARWAL HUF	MMRG GROUP-6.31558 Dec
6	ANUP KUMAR AGARWAL HUF	MMRG GROUP-6.31558 Dec
7	Mr SOURAV AGARWAL	MMRG GROUP-6.31558 Dec
8	Mrs MONIKA AGARWAL	MMRG GROUP-6.31558 Dec
9	Mrs BELA AGARWAL	MMRG GROUP-6.31558 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	ANIL KUMAR AGARWAL HUF	MMRG GROUP-7000.00000000 Sq Ft
2	OM PRAKASH AGARWAL HUF	MMRG GROUP-7000.00000000 Sq Ft
3	BAIJNATH AGARWAL HUF	MMRG GROUP-7000.00000000 Sq Ft
4	SURENDRA AGARWAL HUF	MMRG GROUP-7000.00000000 Sq Ft
5	RABINDRA AGARWAL HUF	MMRG GROUP-7000.00000000 Sq Ft
6	ANUP KUMAR AGARWAL HUF	MMRG GROUP-7000.00000000 Sq Ft
7	Mr SOURAV AGARWAL	MMRG GROUP-7000.00000000 Sq Ft
8	Mrs MONIKA AGARWAL	MMRG GROUP-7000.00000000 Sq Ft
9	Mrs BELA AGARWAL	MMRG GROUP-7000.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Amtala, JI No: 73, Pin Code : 743503

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 460, LR Khatian No:- 6670		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 160212981 / 2024

On 13-09-2024

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 15:21 hrs on 13-09-2024, at the Office of the D.S.R. -I SOUTH 24-PARGANAS by Mr SHASHANK AGARWAL ..

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 9,10,23,077/-

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

Execution is admitted on 13/09/2024 by 1. Mr SOURAV AGARWAL, Son of Mr Anup Kumar Agarwal, 270, Raja Ram Mohan Roy Road, P.O: Paschim Putiari, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by Profession Business, 2. Mrs MONIKA AGARWAL, Wife of Mr Baljnath Agarwal, 65, Tollygunge Circluar Road, P.O: New Alipore, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Business, 3. Mrs BELA AGARWAL, Wife of Late Om Prakash Agarwal, 65, Tollygunge Circluar Road, P.O: New Alipore, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Business

Identified by Mr Goutam Jana, , Son of Mr Mahitoah Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 13-09-2024 by Mr ANIL AGARWAL, karta, ANIL KUMAR AGARWAL HUF (HUF), 65, Tollygunge Circluar Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053

Identified by Mr Goutam Jana, , Son of Mr Mahitoah Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 13-09-2024 by Mrs BELA AGARWAL, karta, OM PRAKASH AGARWAL HUF (HUF), 65, Tollygunge Circluar Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053

Identified by Mr Goutam Jana, , Son of Mr Mahitoah Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 13-09-2024 by Mr BAIJNATH AGARWAL, karta, BAIJNATH AGARWAL HUF (HUF), 65, Tollygunge Circluar Road, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053

Identified by Mr Goutam Jana, , Son of Mr Mahitoah Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 13-09-2024 by Mr RABINDRA AGARWAL, karta, RABINDRA AGARWAL HUF (HUF), 270, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiari, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Identified by Mr Goutam Jana, , Son of Mr Mahitoah Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 13-09-2024 by Mr ANUP KUMAR AGARWAL, karta, ANUP KUMAR AGARWAL HUF (HUF), 270, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiari, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Identified by Mr Goutam Jana, , Son of Mr Mahitoah Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 13-09-2024 by Mr SHASHANK AGARWAL, Chairman, MMRG GROUP (Association of persons / Body of Individuals), 45B, Orphangunge Market,, City:- , P.O:- Khidderpore, P.S:-Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700023

Identified by Mr Goutam Jana, , Son of Mr Mahitoah Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 13-09-2024 by Mr SURENDRA AGARWAL, karta, SURENDRA AGARWAL HUF (HUF), 270, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiari, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Indetified by Mr Goutam Jana, , Son of Mr Mahitoah Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 39.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/09/2024 8:47PM with Govt. Ref. No: 192024250187310908 on 01-09-2024, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 0038141579715 on 01-09-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,070/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 957531, Amount: Rs.50.00/-, Date of Purchase: 02/05/2024, Vendor name: SMRITI BIKASH DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/09/2024 8:47PM with Govt. Ref. No: 192024250187310908 on 01-09-2024, Amount Rs: 75,020/-, Bank: SBI EPay (SBlePay), Ref. No. 0038141579715 on 01-09-2024, Head of Account 0030-02-103-003-02


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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 433803 to 433863

being No 160212981 for the year 2024.



Suman

Digitally signed by Suman Basu
Date: 2024.09.13 17:55:30 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 13/09/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS

West Bengal.