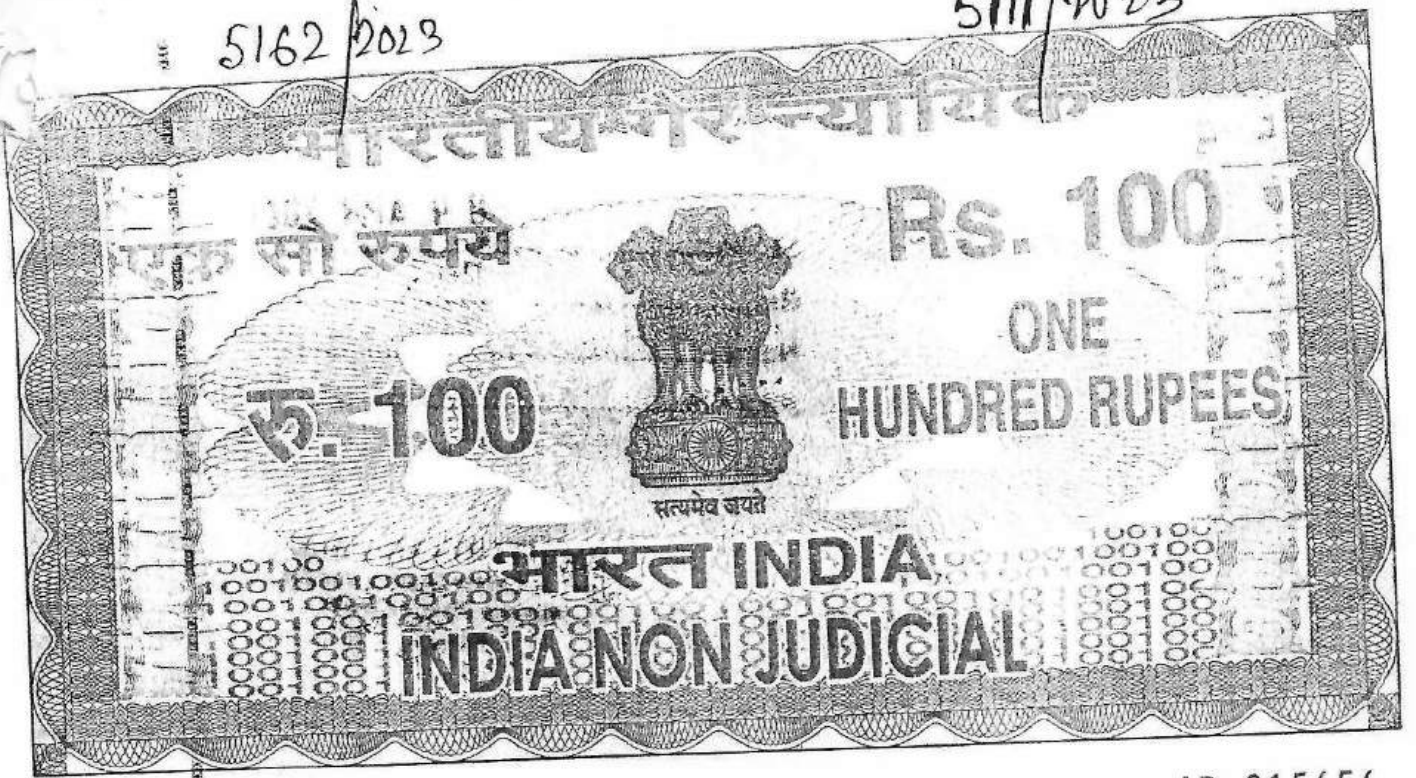


5162/2023

5111/2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AP 215656

DEVELOPMENT AGREEMENT WITH
DEVELOPMENT POWER OF ATTORNEY

1. Date: 10/04/2023
2. Place: Kolkata
3. Parties:



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

Additional Registrar of
Assurances-IV, Kolkata

Additional Registrar of
Assurances-IV, Kolkata

Cont.....



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



192023240012579248

GRN Details

GRN:	192023240012579248	Payment Mode:	SBI Epay
GRN Date:	10/04/2023 14:43:05	Bank/Gateway:	SBIePay Payment Gateway
BRN :	8609347695440	BRN Date:	10/04/2023 14:43:49
Gateway Ref ID:	IGAPKPVSO8	Method:	State Bank of India NB
GRIPS Payment ID:	100420232001257923	Payment Init. Date:	10/04/2023 14:43:05
Payment Status:	Successful	Payment Ref. No:	2000908101/3/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr JOY MONDAL
Address: ALIPORE JUDGES COURT KOLKATA 700027
Mobile: 7003574517
EMail: mondaljoy85@gmail.com
Period From (dd/mm/yyyy): 10/04/2023
Period To (dd/mm/yyyy): 10/04/2023
Payment Ref ID: 2000908101/3/2023
Dept Ref ID/DRN: 2000908101/3/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000908101/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	2000908101/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	61021

Total 100942

IN WORDS: ONE LAKH NINE HUNDRED FORTY TWO ONLY.



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



192023240012843458

GRN Details

GRN:	192023240012843458	Payment Mode:	SBI Epay
GRN Date:	10/04/2023 16:29:08	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	2859601942938	BRN Date:	10/04/2023 16:30:03
Gateway Ref ID:	IGAPKQJGH8	Method:	State Bank of India NB
GRIPS Payment ID:	100420232001284344	Payment Init. Date:	10/04/2023 16:29:08
Payment Status:	Successful	Payment Ref. No:	2000908101/8/2023

[Query No.*/Query Year]

Depositor Details

Depositor's Name: Mr Joy Mondal
Address: Alipore judges court kolkata 27
Mobile: 7003574517
EMail: mondaljoy85@gmail.com
Period From (dd/mm/yyyy): 10/04/2023
Period To (dd/mm/yyyy): 10/04/2023
Payment Ref ID: 2000908101/8/2023
Dept Ref ID/DRN: 2000908101/8/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000908101/8/2023	Property Registration- Stamp duty	0030-02-103-003-02	50
2	2000908101/8/2023	Property Registration- Registration Fees	0030-03-104-001-16	7

Total 57

IN WORDS: FIFTY SEVEN ONLY.

3.1. (1) **APURBA MOHAN MANNA** (PAN -AFHPM3448L) (AADHAAR NO. 6264-1511-2944) Son of Late Mahendra Nath Manna, by faith- Hindu, by nationality – Indian, by occupation- Medical Practitioner, (2) **SMT. RINA MANNA** (PAN – AMQPM2664L) (AADHAAR NO. 6350-9309-6219) Wife of Sri Apurba Mohan Manna, by faith- Hindu, by nationality – Indian, by Profession - Teacher, both are residing at Flat No. K-2/7, Karunamoyee Housing Estate, Salt Lake City, Sector- II, Post Office – Sech Bhawan, Police Station- Bidhannagar (East), Kolkata- 700091, Dist. North 24 PGS, State- West Bengal hereinafter referred to as the “**LANDOWNERS**” (which expressions shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representative and assigns) of the **FIRST PART**.

AND

3.2. **M/S. GANANAYAK COMMERCIAL PRIVATE LIMITED**, (PAN NO. AACCG5276B) a Private Limited Company incorporated under the Companies Act 1956, having its Registered office at AE-23, Rabindra Pally, Krishnapur, Ganapati Apartment, Block-B, P.O- Krishnapur, P.S- Baguiati, Kolkata-700101, represented by its Directors (1) **SMT. MEENA JAISWAL** (PAN-AFAPJ3834Q) (AADHAAR NO. 6285 8644 9647) wife of Late Rajesh Jaiswal and (2) **MR. AMAN JAISWAL** (PAN-ATPPJ9739D) (AADHAAR NO. 7373 6832 0838) son of Late Rajesh Jaiswal, both by faith- Hindu, by Nationality – Indian, by occupation- Business, both are residing at - Flat No- 11D, Tower-4, Merlin 5th Avenue, Mahisbathan, P.S- Electronic Complex, Kolkata-700102, District- North 24 Parganas, hereinafter referred to as the “**DEVELOPER**” (which term or expression unless excluded by or repugnant to the content shall deem to mean and include its successors, successors-in-office, legal representatives and assign(s)) of the **SECOND PART**.

Landowners and Developer Collectively Parties

NOW THIS DEVELOPMENT AGREEMENT RECORDS, GOVERNS
AND BINDS THE PARTIES AS FOLLOWS:

4. SUBJECT MATTER OF DEVELOPMENT AGREEMENT:

Development: Development and commercial exploitation of the **ALL THAT** piece and parcel of bastu land measuring 6 (three) cottahs 14 (fourteen) chittacks 18 (eighteen) sq.ft. to be little more or less, Being Plot No. 7 and 8, lying and situates under Mouza- Mahisbathan, J.L No. 18, R.S. No. 203, Touzi No. 145, R.S. Dag No. 490 (part), L.R. Dag No. 490, R.S. Khatian No. 10, L.R. Khatian No. Agri. 392, 393, 17 and 19, L.R. Khatian No. formerly 1484 presently 1576 and 1577, Police Station – formerly Rajarhat presently Bidhannagar Electronic Complex, within the limit of Bidhannagar Municipal Corporation, ward no.28 within the jurisdiction of Additional District Sub-Registry Office Bidhannagar, Salt Lake City, Dist. North 24 PGS, described in the First Schedule below (hereinafter referred to as the Property).

4.1. DEFINATION /CLASSIFICATION :-

4.1.1. LANDOWNERS shall mean and include (1) APURBA MOHAN MANNA (PAN -AFHPM3448L) (AADHAAR NO. 6264-1511-2944) Son of Late Mahendra Nath Manna, by faith- Hindu, by nationality – Indian, by occupation- Medical Practitioner, (2) SMT. RINA MANNA (PAN – AMQPM2664L) (AADHAAR NO. 6350-9309-6219) Wife of Sri Apurba Mohan Manna, by faith- Hindu, by nationality – Indian, by Profession - Teacher, both are residing at Flat No. K-2/7, Karunamoyee Housing Estate, Salt

Lake City, Sector- II, Post Office - Sech Bhawan, Police Station- Bidhannagar (East), Kolkata- 700091, Dist. North 24 PGS, State- West Bengal, their legal heirs, executors, administrators and assigns and legal representatives.

4.1.2 **DEVELOPER** shall mean **M/S. GANANAYAK COMMERCIAL PRIVATE LIMITED (PAN NO. AACCG5276B)** a Private Limited Company incorporated under the Companies Act 1956, having its Registered office at AE-23, Rabindra Pally, Krishnapur, Ganapati Apartment, Block-B, P.O- Krishnapur, P.S- Baguiati, Kolkata-700101, represented by its Directors **(1) SMT. MEENA JAISWAL (PAN-AFAPJ3834Q) (AADHAAR NO. 6285 8644 9647)** wife of Late Rajesh Jaiswal, and **(2) MR. AMAN JAISWAL (PAN-ATPPJ9739D) (AADHAAR NO. 7373 6832 0838)** son of Late Rajesh Jaiswal, both by faith- Hindu, by Nationality – Indian, by occupation- Business, both residing at- Flat No- 11D, Tower-4, Merlin 5th Avenue, Mahisbathan, P.S- Electronic Complex, Kolkata-700102, District- North 24 Parganas.

4.1.3 **ARCHITECT** shall mean any person or firm appointed or nominated by the Developer to prepare building plan and after obtaining sanctioned building plan the supervision of the construction of the multi storied building.

4.1.4. **BUILDING** shall mean the multi storied R.C.C framed structure with brick building to be constructed on the said First schedule mentioned land.

4.1.5 **BUILDING PLAN** shall mean drawings, plans and specifications for the construction of the said building sanctioned by the competent authority.

4.1.6 **COMMON AREAS AND FACILITIES** shall mean facilities including the land on which the building is located and all easement rights, appurtenances belonging to the land and the building the foundation, columns, supports, main walls, lift, stairs case, way and entrance and exist of the building.

5. Background Representation and Warranties:-

Landowner's Representations: The Landowner has represented and warranted to the Developer as follows :

5.1. Antecedent Title:

5.1.1. SWAPAN KUMAR BHADRA PURCHASED LAND MEASURING 3 (THREE) COTTAHS 8 (EIGHT) CHITTACKS 13 (THIRTEEN) SQ.FT. MORE OR LESS FROM ABODH CHANDRA PRAMANICK AND OTHERS :-

WHEREAS One Swapn Kumar Bhadra son of Late Prafulla Kumar Bhadra purchased All that piece and parcel of land measuring 3 (three) cottahs 8 (eight) chittacks 13 (thirteen) sq.ft. more or less, Being Plot No. 8, lying and situates under Mouza- Mahisbathan, R.S. Dag No. 490 (part), L.R. Dag No. 490, R.S. Khatian No. 10, L.R. Khatian No. Agri. 392, 393, 17 and 19, by virtue of a Deed of Conveyance executed and registered on 07.08.1995 at Sub Registrar-II, Barasat, North 24 Parganas, recorded in Book No. I, Volume No. 110, Pages 299 to 306, Being No. 6068, for the year 1995, from (1) Abodh Chandra Pramanick, (2) Sushil Kumar Pramanick, (3) Anil Chandra Pramanick sons of Dillishwar Pramanick, (4) Gobindra Pramanick, (5)

Sailen Pramanick, (6) Soumen Pramanick, (7) Somnath Pramanick, (8) Sambhu Pramanick son of Late Subodh Chandra Pramanick, (9) Smt. Gita Pramanick, wife of Late Subodh Chandra Pramanick for self and natural guardian of her minor daughter kumari Shampa Pramanick (10) Smt. Narayani Mondal wife of Gopal Chandra Mondal, (11) Smt. Maya Mondal wife of Sri Dulal Mondal and (12) Smt. Daya Pramanick wife of Basudev Pramanick.

5.1.2. SWAPAN KUMAR BHADRA FURTHER PURCHASED LAND MEASURING 3 (THREE) COTTAHS 6 (SIX) CHITTACKS 5 (FIVE) SQ.FT. MORE OR LESS FROM SUDHIR KUMAR BISWAS :-

AND WHEREAS One Swapan Kumar Bhadra son of Late Prafulla Kumar Bhadra purchased All that piece and parcel of land measuring 3 (three) cottahs 6 (six) chittacks 5 (five) sq.ft. more or less, Being Plot No. 7, lying and situates under Mouza- Mahisbathan, R.S. Dag No. 490 (part), L.R. Dag No. 490, R.S. Khatian No. 10, L.R. Khatian No. Agri. 392, 393, 17 and 19, by virtue of a Deed of Conveyance executed and registered on 16.12.1994 at Additional District Sub Registrar Office Bidhannagar (Salt Lake City), Barasat, North 24 Parganas, recorded in Book No. I, Being No. 238, for the year 1995, from Sudhir Kumar Biswas.

5.1.3. SWAPAN KUMAR BHADRA MUTATED HIS NAME IN RESPECT OF TOTAL LAND MEASURING 6 (SIX) COTTAHS 14 (FOURTEEN) CHITTACKS 18 (EIGHTEEN) SQ.FT.MORE OR LESS:-

AND WHEREAS while Swapan Kumar Bhadra was enjoying the said property mutated his name before B.L. and L.R.O. Office Rajarhat in respect of said plot of land and obtained L.R. Khatian No. 1484.

5.1.4. SWAPAN KUMAR BHADRA BECAME ABSOLUTE OWNER OF LAND MEASURING 6 (SIX) COTTAHS 14 (FOURTEEN) CHITTACKS 18 (EIGHTEEN) SQ.FT. MORE OR LESS:-

AND WHEREAS by dint of purchase by virtue of two separate deed of conveyance, Swapan Kumar Bhadra son of Late Prafulla Kumar Bhadra became absolute owner thus seized and possessed and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of bastu land measuring 6 (six) Cottahs 14 (fourteen) Chittacks 18 (eighteen) Sq.ft. to be little more or less, Being Plot Nos. 7 and 8, lying and situates under Mouza- Mahisbathan, J.L No. 18, R.S. No. 203, Touzi No. 145, R.S. Dag No. 490 (part), L.R. Dag No. 490, R.S. Khatian No. 10, L.R. Khatian No. Agri. 392, 393, 17 and 19, L.R. Khatian No. formerly 1484 presently 1576 and 1577, Police Station – formerly Rajarhat presently Bidhannagar Electronic Complex, within the jurisdiction of Additional District Sub-Registry Office Bidhannagar, Salt Lake City, Dist. North 24 PGS, paying ground rent before competent authority, exercising absolute right title and interest over the said property, and enjoying the same, without any interruption of others and free from all sorts of encumbrances whatsoever and has a good and marketable title thereto.

said plot of land and obtained new L.R. Dag No. 490 and L.R. Khatian No. 1576.

5.1.7. APURBA MOHAN MANNA ALSO COVERED HER PROPERTY FROM SALI TO BASTU:-

AND WHEREAS while Apurba Mohan Manna was enjoying the said property converted the character of the said land from "Sali" to "Bastu" before B.L. and L.R.O. Office Rajarhat, vide Memo No. 1844/BL&LRO/RHT/20/3.

5.1.8. APURBA MOHAN MANNA BECAME ABSOLUTE OWNER OF LAND MEASURING 3 (THREE) COTTAHS 8 (EIGHT) CHITTACKS 13 (THIRTEEN) SQ.FT. MORE OR LESS:-

AND WHEREAS by virtue of purchase said Apurba Mohan Manna became absolute owner thus seized and possessed and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of bastu land measuring 3 (three) cottahs 8 (eight) chittacks 13 (thirteen) sq.ft. to be little more or less, Being Plot No. 8, lying and situates under Mouza- Mahisbathan, J.L No. 18, R.S. No. 203, Touzi No. 145, R.S. Dag No. 490 (part), L.R. Dag No. 490, R.S. Khatian No. 10, L.R. Khatian No. Agri. 392, 393, 17 and 19, L.R. Khatian No. formerly 1484 presently 1576, Police Station – formerly Rajarhat presently Bidhannagar Electronic Complex, within the jurisdiction of Additional District Sub-Registry Office Bidhannagar, Salt Lake City, Dist. North 24 PGS, paying ground rent before competent authority, exercising absolute right title and interest over the said property, and enjoying the same, without any interruption of others and

free from all sorts of encumbrances whatsoever and has a good and marketable title thereto.

5.1.9. SWAPAN KUMAR BHADRA SOLD LAND MEASURING 3 (THREE) COTTAHS 6 (SIX) CHITTACKS 5 (FIVE) SQ.FT. MORE OR LESS:-

AND WHEREAS while said Swapan Kumar Bhadra was enjoying the above mentioned property sold, transferred and conveyed **ALL THAT** piece and parcel of bastu land measuring 3 (three) cottahs 6 (six) chittacks 5 (five) sq.ft. to be little more or less, Being Plot No. 7, lying and situates under Mouza- Mahisbathan, J.L No. 18, R.S. No. 203, Touzi No. 145, R.S. Dag No. 490 (part), L.R. Dag No. 490, R.S. Khatian No. 10, L.R. Khatian No. Agri. 392, 393, 17 and 19, L.R. Khatian No. 1484, Police Station – formerly Rajarhat presently Bidhannagar Electronic Complex, within the jurisdiction of Additional District Sub-Registry Office Bidhannagar, Salt Lake City, Dist. North 24 PGS, by virtue of a Deed of Conveyance executed and registered on 24.02.2011 at Additional District Sub-Registry Office Bidhannagar, Salt Lake City, recorded in Book No. I, CD Volume No. 4, Pages 9310 to 9325, Being No. 02242 for the year 2011, in favour of Rina Manna Wife of Sri Apurba Mohan Manna Landowner No. 2 herein.

5.1.10. RINA MANNA MUTATED HER NAME IN RESPECT OF LAND MEASURING 3 (THREE) COTTAHS 6 (SIX) CHITTACKS 5 (FIVE) SQ.FT. MORE OR LESS:-

AND WHEREAS while Rina Manna was enjoying the said property mutated his name before B.L. and L.R.O. Office Rajarhat in respect of said plot of land and obtained new L.R. Dag No. 490 and L.R. Khatian No. 1577.

5.1.11. RINA MANNA ALSO COVERED HER PROPERTY FROM SALI TO BASTU:-

AND WHEREAS while Rina Manna was enjoying the said property converted the character of the said land from "Sali" to "Bastu" before B.L. and L.R.O. Office Rajarhat, vide Memo No. 1845/BL&LRO/RHT/20/3.

5.1.12. RINA MANNA BECAME ABSOLUTE OWNER OF LAND MEASURING 3 (THREE) COTTAHS 6 (SIX) CHITTACKS 5 (FIVE) SQ.FT. MORE OR LESS:-

AND WHEREAS by virtue of purchase said Rina Manna became absolute owner thus seized and possessed and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of bastu land measuring 3 (three) cottahs 6 (six) chittacks 5 (five) sq.ft. to be little more or less, Being Plot No. 7, lying and situates under Mouza- Mahisbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, R.S. Dag No. 490 (part), L.R. Dag No. 490, R.S. Khatian No. 10, L.R. Khatian No. Agri. 392, 393, 17 and 19, L.R. Khatian No. formerly 1484 presently 1577, Police Station – formerly Rajarhat presently Bidhannagar Electronic Complex, within the jurisdiction of Additional District Sub-Registry Office Bidhannagar, Salt Lake City, Dist. North 24 PGS, paying ground rent before competent authority, exercising absolute right title and interest over the said property, and enjoying

the same, without any interruption of others and free from all sorts of encumbrances whatsoever and has a good and marketable title thereto

5.1.13. APURBA MOHAN MANNA AND RINA MANNA AMALGAMATED THEIR LAND BEING ADJACENT TO EACH OTHER IN ONE PLOT 6 (THREE) COTTAHS 14 (FOURTEEN) CHITTACKS 18 (EIGHTEEN) SQ.FT.:-

AND WHEREAS while said APURBA MOHAN MANNA AND RINA MANNA landowners herein were enjoying the abovementioned properties both being adjacent to each other the landowners herein have executed a notarized Deed of Amalgamation and duly amalgamated the said two plot in one plot i.e. ALL THAT piece and parcel of bastu land measuring 6 (three) cottahs 14 (fourteen) chittacks 18 (eighteen) sq.ft. to be little more or less, Being Plot No. 7 and 8, lying and situates under Mouza- Mahisbathan, J.L No. 18, R.S. No. 203, Touzi No. 145, R.S. Dag No. 490 (part), L.R. Dag No. 490, R.S. Khatian No. 10, L.R. Khatian No. Agri. 392, 393, 17 and 19, L.R. Khatian No. formerly 1484 presently 1576 and 1577, Police Station – Police Station – formerly Rajarhat presently Bidhannagar Electronic Complex, within the limit of Bidhannagar Municipal Corporation, ward no. 28 within the jurisdiction of Additional District Sub-Registry Office Bidhannagar, Salt Lake City, Dist. North 24 PGS.

5.2. Decision to Develop: The Landowners became desirous of developing the property by constructing a new building and realized that

it will not be possible for them to do so and hence had decided to do such development through the present Developer.

5.3. **Background of the Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field with sound financial status.

5.4. **Offer to Development:** The Landowners after coming to know of the background of the developer from the developer himself and his agent, approached the developer and made the above representations and requested the developer to take up the development in their development works of the property.

5.5. **Reliance on Representations:** Relying on the representations of the Landowners, the developer had agreed to develop and commercially exploit the property by constructing a new building thereon.

5.6. **Negotiations:** Discussions and negotiations had taken place between the parties and terms and conditions had been agreed upon, which the parties are desirous of recording hereunder.

6. **Developer express its intention** : the Developer intends to enter into this Development Agreement upon being satisfied after searching all the documents and the relevant title deeds/documents of the land Owners which are presently available with the owners, for raising construction of a multi storied building on the land mentioned in the First Schedule below.

7. **Landowners' Consideration:**

7.1. **Landowners' Allocation** : The Developer shall at its own costs and expenses, construct the building and deliver to the Landowner 50% constructed area of the building upto G+4 BUILDING as per specification of this agreement, the said 50% shall be allocated as follows:-

- a) 50% commercial area of the ground floor, 50% parking space of the ground floor and 50% remaining area of the ground floor.
- b) Entire 2nd floor
- c) Entire 4th floor

It is also agreed between the parties hereof that upon obtaining of sanctioned building plan the parties hereof shall identify/earmarked their respective shares with regard to ground floor area only and in any case neither party shall object/or disturb share of other party within the said multi storied building which has already been decided hereabove.

That a document shall be executed in regards to allocation of ground floor and the same shall be notarized.

That it is also agreed between the parties hereof that the developer herein shall construct G+4 storied building and the owners allocation and developer's allocation mentioned herein is related to said G+4 storied building and if in future any additional floor/s is/are constructed over the existing multistoried building, in that case the allocation shall be decided mutually by the parties hereof.

That in addition to the area the owners shall also get refundable Rs. 61,00,000/- (Rupees Sixty One Lakh) only, from the Developer herein at

the time of execution and registration of the Development Agreement and Power of Attorney as per memo below.

That out of the entire refundable security deposit amount as aforesaid the Owners shall refund the said Rs. 46,00,000/- (Rupees Forty-Six Lakhs) only without interest, to the developer at the time of handover of the owners' allocation.

It is further pertinent to mention herein that during construction work if there will be any sale of the flat/portion of landowners allocation then as per mutual discussion the landowners shall refund upto fifteen to twenty lakhs to the developer.

That the Owners shall refund remaining amount Rs. 15,00,000/- (fifteen lac) only without interest, to the developer at the time of obtaining completion certificate/occupancy certificate.

It is pertinent to mention here that until and unless the part refundable security deposit amount i.e. Rs.46,00,000/- without interest is refunded to the Developer, the owners' allocation shall not be handed over.

The building/project name shall be decided mutually by both the parties.

It is clarified that the Landowners' allocation shall include undivided, impartible and indivisible proportionate share in the land, common areas and facilities made available in the New Building, the Landowners' Allocation morefully described in the Second Schedule below.

8. **Developer's Consideration:**

8.1. **Developer's Allocation:** The Developer shall be fully and completely entitled to remaining 50% area of the building except landowner's allocation, the said 50% shall be allocated as follows:-

- a) 50% commercial area of the ground floor, 50% parking space of the ground floor and 50% remaining area of the ground floor.
- b) Entire 1st floor
- c) Entire 3rd floor

It is also agreed between the parties hereof that upon obtaining of sanctioned building plan the parties hereof shall identify/earmarked their respective shares with regard to ground floor area only and in any case neither party shall object/or disturb share of other party within the said multi storied building which has already been decided hereabove.

That a document shall be executed in regards to allocation of ground floor and the same shall be notarized.

That it is also agreed between the parties hereof that the developer herein shall construct G+4 storied building and the owners allocation and developer's allocation mentioned herein is related to said G+4 storied building and if in future any additional floor/s is/are constructed over the existing multistoried building, in that case the allocation shall be decided mutually by the parties hereof.

The Developer's Allocation shall also include undivided, impartible and indivisible proportionate share in the land, common areas and facilities made available in the New Building, the Developer's Allocation morefully described in the Second Schedule below.

9. Powers and Authorities (DEVELOPMENT POWER OF ATTORNEY):-

KNOW ALL MEN BY THIS PRESENTS, We, (1) APURBA MOHAN MANNA (PAN -AFHPM3448L) (AADHAAR NO. 6264-1511-2944) Son of Late Mahendra Nath Manna, by faith- Hindu, by nationality - Indian, by occupation- Medical Practitioner, (2) SMT. RINA MANNA (PAN - AMQPM2664L) (AADHAAR NO. 6350-9309-6219) Wife of Sri Apurba Mohan Manna, by faith- Hindu, by nationality - Indian, by Profession - Teacher, both are residing at Flat No. K-2/7, Karunamoyee Housing Estate, Salt Lake City, Sector- II, Post Office - Sech Bhawan, Police Station- Bidhannagar (East), Kolkata- 700091, Dist. North 24 PGS, State- West Bengal, as Principals/Owners herein in respect of the property mentioned herein First Schedule below, do hereby appoint and nominate, M/S. GANANAYAK COMMERCIAL PRIVATE LIMITED, (PAN NO. AACCG5276B) a Private Limited Company incorporated under the Companies Act 1956, having its Registered office at AE-23, Rabindra Pally, Krishnapur, Ganapati Apartment, Block-B, P.O- Krishnapur, P.S- Baguiati, Kolkata-700101, represented by its Directors (1) SMT. MEENA JAISWAL (PAN-AFAPJ3834Q) (AADHAAR NO. 6285 8644 9647) wife of Late Rajesh Jaiswal and (2) MR. AMAN JAISWAL (PAN-ATPPJ9739D) (AADHAAR NO. 7373 6832 0838) son of Late Rajesh Jaiswal, both by faith- Hindu, by

Nationality – Indian, by occupation- Business, both are residing at -Merlin 5th Avenue, Tower -4, Flat No- 11D, Mahisbathan, North 24 Parganas, P.S- Electronic Complex, Kolkata-700102, as Attorney Holder/Developer herein as their true and lawful attorney to represent the Principals/Owners to do exercise, execute and perform individually and every acts, deeds, matters and things as mentioned hereunder:-

NOW KNOW ALL THESE PRESENTS WITNESSES:

- i. To construct building/buildings according to said proposed Sanctioned Plan to be sanctioned by the Competent Authority on the property fully described in the First Schedule below, as per this agreement.
- ii. To sign any application or affidavits and affirm the same on behalf of the Principals/Owners herein which may be necessary for the construction of the said building or buildings and to carry correspondence on behalf of the Principals/Owners herein with all concerned authorities and body/bodies, Government of West Bengal, Police, Fire Brigade etc. in connection with the said construction and development of the said premises under reference to make sign and submit application petition/petitions letters and other writings to the appropriate authorities, local bodies for all and every licensees, permissions, sanctions and consents required for the proposed construction and development of the said premises.
- iii. To amalgamate the first schedule mentioned property with the other lands and to sanction plan on the amalgamated land.

- iv. To execute Agreement for Sale, Deed of Conveyance on behalf of the Owners herein in respect of the flats, offices car parking spaces of the said proposed building/buildings to be constructed by the said Attorney/Developer in accordance with this Agreement for the **Developer's Allocation only** morefully described and mentioned in the Second Schedule below and to receive payments from the intending Purchaser/Purchasers and to grant receipt to them subject always to the terms, conditions, stipulations and undertakings contained in these presents, in respect of **Developer's allocation only**.
- v. To procure Purchasers of the flats/ offices /car parking spaces of the said proposed building (excluding the Landowners' Allocation) to be constructed by the Attorney/Developer on behalf of the Landowners'/Principals' at the said premises.
- vi. To represent us before the Registrar or any registration office namely Registrar of Assurance, District Sub-Registrar Barasat 24 Parganas (North), Additional District Sub-Registrar Rajarhat, for the purpose of registration of the Agreement/Agreements, Deed of Conveyance/ Conveyances in respect of any saleable space or parts or portions being the **Developer's Allocation only**.
- vii. To enter into hold and defend possession of the said land and every part thereof and also to manage, maintain and administer the said land and every part thereof.
- viii. To develop the said land by construction of buildings and/or structure thereon and for the said purpose to do all soil testing, excavation and allied other works whatsoever.

- ix. To pay all outgoings from the date of execution of these presents including sanctioning fees, municipal tax, rent revenue and other charges whatsoever payable for and on account of the said land and building and receive refund and/or other moneys including compensation of any nature from requisition and/or acquisition authorities and to grant valid receipts and /or discharges thereof.
- x. To take booking and/or enter into Agreement for Sale of the said **Developer's Allocation only** with the intending or proposed purchasers or from the nominee/nominees of the Developer and to receive booking money or earnest money from them and shall have full right to take the amount from the intending buyers by disposing the **Developer's Allocation only** and at the same time shall have full right to execute proper deed of conveyance in favour of the purchaser and to issue possession letter for the said sold space namely flats, office and/or car parking space in the said proposed project.
- xi. To affix sign board or install any hoarding on the said schedule plot of the land in the name of the Attorney/Developer.
- xii. To advertise in the newspapers for procuring purchasers for selling the flats, office and/or car parking space in the said proposed project.

- xiii. To sign and submit all papers, documents, applications, undertakings, declarations and plans as will be required for having the plan sanctioned and to have the said Sanctioned Plan modified and /or altered by the competent authority, other competent authorities, and in connection therewith to make, sign execute and submit necessary application and declarations by giving undertakings paying fees, obtaining sanction and such order or orders and permission as be expedient.
- xiv. To appear before the necessary authority including competent authority, Fire Brigade and Police Authorities in connection of sanctioning of building plan and other plans.
- xv. To apply for appear before and obtain electricity, gas, telephones, water, sewerage and/or other connection of any other utilities from appropriate authorities or from the competent authority.
- xvi. To ward off and prohibit, if necessary, proceed against in due form of Law against all or any trespassers on the said land or any part thereof and to take appropriate steps whether by actions or otherwise and to abate all nuisance.
- xvii. To accept notice and serving of papers from any Courts, Tribunal and/or Attorney and/or persons.
- xviii. To receive and pay and/or deposit all moneys including Court fee, receive refunds and to receive and grant valid receipts and discharges

in respect thereof in all public records and with all authorities and/or persons who has appropriate jurisdiction in respect of the said land or any portion thereof and to deal with such authority and/or authorities in any manner to have mutation effected for all and any of the purpose hereinbefore stated to appear and represent the Principals/Landowners before all authorities having jurisdiction and to sign execute all the papers and documents as the said Attorney can act.

- xix. To represent the Landowners before any Notary, Registrar of Assurance, District Sub-Registrar, Barasat 24 Parganas (North), Additional District Sub-Registrar Rajarhat, New Town, and other offices or authority/ authorities of having jurisdiction and to present for registration and to acknowledge the Registrar or have registered and perfected and presented all deed, instruments and writings and signed by the said Attorney in any manner concerning the sale of **Developer's allocation only.**

And the Principals/Landowners hereby ratify confirm and agree or undertake to ratify confirm and agree or undertake all the whatsoever their said Attorney or agents appointed under this power in that hereinabove contained shall lawfully do or caused to be done in the right of or by virtue of these presents.

The Landowners hereby undertake that he will execute, as and when necessary all papers documents, plans etc. subject to law & Provision for the purpose of Development of Property.

9.1. **Development Power of Attorney**: The Landowners herewith have granted registered Development Power of Attorney in favour of the Developer, so that the Developer can sale/transfer its allocation with proportionate share of land. If, during continuance of development works, any of the Landowners is expired, in that case, the legal heirs of said Landowners shall execute fresh Registered Power of Attorney, without any objection, to the Developer with same right as before, for Developer's allocation, if necessary, the existing landowner and the legal heirs of deceased landowner/s shall execute and register fresh Power of Attorney, in favour of the Developer to continue the development work till completion of the work and till fulfill all the terms and conditions of the Development Agreement, without any objection, and also if necessary the existing landowner and the legal heirs of deceased landowner shall execute and register fresh Development Agreement.

9.2. **Further Acts** : Notwithstanding grant of the aforesaid Development Power of Attorney, the Landowners hereby undertakes that they will execute, as and when necessary all papers documents, plans etc.

10. **Construction**

10.1 **Construction of the New Building**: The Developer shall at its own costs construct, erect the new building. All costs, charges and expenses including Architect Fees shall be borne, discharged and paid by the Developer and the Landowners shall have no responsibility in this context nor shall have any liabilities to that effect and concerned.

10.2 **Construction Time** : The Developer shall construct the new building within **24 (Twenty Four) Months** from the date of receiving of

the sanction plan of the building, this time may be extended as per clause No. 10.7 of this agreement save and except force majeure period. That time is the essence of this contract.

10.3 **Utilities** : The Developer shall at his own costs install and erect in New Building, pump, lift, water storage tank, overhead and underground reservoir, after obtaining permission from concern authority, water connection, temporary electric connection and water and sewage connection.

10.4 **Temporary and Permanent Connection**: The Developer shall be authorized in the name of the Developer to apply for and obtain temporary and permanent connection of water, electric and drainage sewerage.

10.5 **Modification**: Any amendment or modification to the Plans may be made or cause to be made by the developer and such amendments shall be informed to the owners by the developer beforehand.

10.6 **No Obstruction**: The Landowners shall not do any act, deed or thing whereby the Developer is obstructed or prevented from construction and completion of the New building.

10.7 **Extension of Time**: If the Developer fails to construct the Building within the aforesaid specified time period i.e. **24 (twenty four) months** from the date of sanction of the building plan, then time shall be extended for further six months and inspite of this if the Developer fails, then the Developer shall have to pay penalty @ Rs.70,000/- (Rupees Seventy Thousand) only, per month to the landowners, as penalty till handover the Landowners' allocation.

10.8 **Roof Right:-** As agreed upon by both the Parties herein that the ultimate roof of the building shall be common to all the inhabitants of the building.

11. **Dealings with Units of the New Building:**

11.1 **Landowners' Allocation:** The Landowners shall be entitled to deal with the Landowners' allocation depends on Landowners' discretion. The developer shall not interfere to that effect.

11.2 **Developer's Allocation:** The Developer shall be entitled to deal with the Developer's Allocation, depends on Developer discretion, the Landowner or anybody shall not interfere to that effect.

11.3 **Transfer of Developer's Allocation:** The Developer shall give possession and shall execute Deeds of Conveyances of the Flat/Flats, Car Parking spaces and other saleable spaces of the Developer's Allocation in the said building together with undivided proportionate share in the land and common areas in favour of the Transferees, on the basis of Development Agreement and Development Power of Attorney.

11.4 **Cost of Transfer:** The costs of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferee.

11.5 The Developer shall have the right to affix sign board or install any hoarding on the said first schedule plot of the land in the name of the Developer.

11.6 The Developer shall has the right to advertise in the newspapers for procuring purchasers for selling the flats, office and/or car parking space in the said proposed project with regard to developer's allocated area.

12 **Municipal Taxes and Outgoings and Ground Rents :**

12.1 The owners shall pay update tax with regard to schedule property till the handover of the same to developer and/or obtaining of sanctioned building plan whichever is later.

12.2 **Relating to Period after full Possession:** As from the date of making over full possession of the Property to the Developer, till delivery of possession of the Landowners' allocation, the Developer shall pay rates and taxes of the property.

13 **Possession and Post Completion Maintenance :**

13.1 **Notice of Completion:** As soon as the New Building is completed in respect of Landowners share, the Developer shall ask the Owners to take possession of the Owners' Allocation.

13.2 **Possession Date and Rates:** On and from such a date taking physical possession as above, the Owners shall be exclusively responsible for payment of all Municipal rates and taxes and maintenance charges of

the building and impositions whatsoever (collectively rates) payable in respect of the Owners' Allocation only.

13.3 **Punctual Payment and Mutual Indemnity**: The Owners and the Transferees shall punctually and regularly pay the rates for their respective allocations to the concerned authorities and all parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

13.4 **Maintenance**: The Developer shall frame a Scheme for the management and administration of the new building. The Landowners hereby agree to abide by all the rules and regulations to be framed by representative body of the Landowner and Transferees (Association) to be formed officially as per Law of Land which shall be in charge of such management of the affairs of the New Building.

13.5 **Maintenance Charges**: For a period of 12 (twelve months from the Possession date) or till such time the Association i.e. formed, whichever is earlier, the Developer shall manage and maintain the Common Portions of the Building upon the Owner and the Transferees paying and bearing forthwith on demand to the developer, the costs and service charge for such management and maintenance (Maintenance charge).

13.6 **Failure to Pay Maintenance Charges:** Should be Owner or any of the Transferees fail to pay the Maintenance charges or any amount payable in respect of the Rates within 15 (fifteen) days of demand in this behalf, the defaulter shall be liable to pay interest on the amount outstanding @10% (ten percent) per annum from the due date of payment till the payment is made and in addition during the period of default, none of the common services shall be available to the defaulter.

14 **Common Restrictions :**

14.1 Applicable to Both : The Owners' Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions are applicable to Ownership building, intended for common benefit of all occurs of the New Building, which shall include the following :

14.1.1 **No illegal Activity** : No occupant including the Owners of the New Building shall use or permit to use their units or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building or the Law of Land.

14.1.2 **Interior Maintenance** : The Owners and the Transferees 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 units in good working condition and repair in particular so as not to cause any damage to the New Building or any other space or accommodations therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

14.1.3 **No Obstruction of Common Portions** : after selling out all the units of the building Neither the Owners nor the Transferees shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building.

14.1.4 **Cleanliness**: Neither the Owner nor the Transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the New Building or in the compound, corridors or any other portions or portions of the New Building.

14.2 **Right of Entry**: For the Purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintenance, rebuilding, cleaning lighting and keeping in order and good condition any common portions and/or for any purpose of similar nature, the Owners shall permit the Developer/Association, with or without workman, at all reasonable time, to enter into and upon the Owners' Allocation and every part thereof.

14.3 That the layout and floor plan shall be discussed mutually between the owners and Developer

14.4 That the name of the building shall be given on mutual discussion between the parties.

15 **Owners' Obligation :**

15.1 The landowners shall pay all ground rents and rates and taxes of Competent authority upto date of handover of vacant possession of first schedule mentioned property by the landowner to the Developer herein, thereafter till the date of handover possession of owner's allocation to the landowner, the Developer shall pay all ground rents and rates and taxes of Competent authority.

15.2 The Owners covenants not to do any act, deed or thing whereby the Developer may be prevented from selling and/or disposing of any part or portion of the Developer's Allocation.

15.3 The Owners hereby covenants not to cause any interference or hindrance in the construction of the New Building in any case.

15.4 The Owners hereby covenants not to enter into any agreement with the Third Party for Developing the said Schedule Property during the existence of this Agreement keeping in mind the proportionate work in proportionate time.

15.5 The Owners shall hand over all original papers and documents, in respect of the said property, to the Developer, at the time of execution of this Development Agreement and Development Power of Attorney. If any other original documents are necessary at the time of sanctioning building plan or other necessary works, the Owners shall also handover all the original Documents to the Developer. It is pertinent to mention here if necessary, the Owner shall personally appear before any office as per request of the Developer

and shall not make any objection to that. It is pertinent to mention here that after completion of project and transfer of all the units of the Developer the original documents shall be returned.

15.6 The Owners shall hand over all original papers and documents, in respect of the said property, to the Developer, at the time of execution of this Development Agreement and Development Power of Attorney, those documents shall be written in a list on a stamp paper that will be made in two original copies. One will be kept with the owners and another will be kept with the developer, at the time of handover of the document by the developer similar list will be prepared in two original stamp paper.

15.7 It is further agreed between the parties hereof that in case the developer fails to complete the aforesaid project and/or any dispute(s) arises in between the parties hereof then in that event the developer shall return all the original documents to the land owners. It is further agreed that if the original documents are misplace/lost/destroyed by the developer then in that case the developer shall be liable to pay penalty to that regard and shall endeavor to get back the original documents.

15.8 That the Developer shall have right to amalgamate the first schedule property with the properties adjacent to it and shall make construction over the entire plot of land after amalgamation, the landowner shall not make any objection to that effect and shall sign each and every document necessary for amalgamation of the first schedule property with the other adjacent properties.

15.9 If due to any fault or due to any acts from the end of Owners, or due to any fault of the documents of the Owner, in respect of first schedule property, the Developer is bound to stop the construction works of the said building, for the time being, in that case the lost time will be excluded from the said time which has been fixed to complete the said building.

15.10 To enable the developer to develop the said property the Owners shall grant in favour of developer one Development Power Of Attorney, empowering himself to construct and/or complete the entire building project including the right to enter into any agreement for sale with the intending Purchaser/Purchasers and to execute and register deed of Conveyance in respect of the developer's allocation only, and if necessary, the Owners shall sign along with the developer in the proposed Sale deed of the respective units of the Developer's Allocation in favour of the intending Purchasers.

15.11 That if any other persons as co-owner of the property or adjacent plot holder claim any right, in that case the Owners shall be liable to give him share of his property from their allocation or shall pay money for claimant share, the Developer shall not be liable in any way for the said claim of any other co-owner. If any co-owners take any legal step including filling of suit before civil or criminal court or any other court or tribunal, the Owners shall appear in the suit and shall take all responsibility and liability of the suit, including all expenses of the suit, if the construction of the building is stopped due to any order of the court, or interference of any authority or persons, in that case the owners shall be liable to pay damage charges to the Developer for the stopping of the construction work, if the Owners are not able to pay the compensation by

money, in that case, the said compensation money will be adjusted with the share of the owner in the said building.

15.12 That it is also assured by the land owners that in case the construction work of the new building/project get delayed/stalled/stopped due to any fault whatsoever of the land owners or by any person(s) claiming under them then in that event the owners shall be liable to pay compensation to the developer to the tune of damage.

15.13 That if due to lockdown imposed by State Govt. or Govt. of India or due to Covid 19 pandemic or any other pandemic, it is not possible to carry out the construction work, then the said period shall be deducted from the stipulated period, the owner shall not make any objection to that effect.

16 **Developer's Obligations:**

16.1 **Time of Completion:** The Developer hereby agrees and covenants with the Owners to complete the construction of the New Buildings as per point No. 10.2 of this agreement and subject to extension as per Clause No. 10.7. That within one to two months from the date of receiving the development agreement and power of attorney copy from registry office, the developer shall gather all documents and will submit the building plan to the competent authority. It is also pertinent to mention herein that after receiving of sanction plan from the competent authority, within one month the foundation work will be started and thereafter roof casting of the ground floor shall be done within three months therefrom and

subsequently in each month roof casting shall be done. The time is essence of this contract.

- 16.2 All claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the project including the Common Areas appertaining thereto in all respect upto handing over possession of Units to the intending purchaser and the Owners shall be at the cost of Developer defend any action in respect of such injury brought under the Employees Compensation Act or other provisions of law.
- 16.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or Developers, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or therefrom. That the developer shall be responsible for any eventually or consequences arising of any structural defects then in that event the developer shall take necessary remedial measures to rectify the same.
- 16.4 If either party breach any of the terms and conditions mentioned herein above then in that event defaulting party shall compensate the other party.
- 16.5 **No Obstruction in Dealing with Owner's Allocation** : The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying selling, assigning and/or disposing of any part or portion of the Owner's Allocation.

16.6 **Handover of possession**: After completion of the building the developer shall handover the owners' allocation in complete condition with all facilities and amenities and possession letter.

17 **Owner' Indemnity :**

17.1 **Developer's Allocation**: The Owners doth hereby undertake that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the Owners and to this effect the Owners hereby indemnifies and agrees to keep indemnified the Developer.

18 **Miscellaneous :**

18.1 **No Partnership** : The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute any association and shall be guided by the contract Act.

18.2 **No Demise or Assignment**: Nothing in these presents shall be construed as demise or assignment or conveyance in Law of the building/Property of any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the properties in terms of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Properties)

ALL THAT piece and parcel of bastu land measuring 6 (three) cottahs 14 (fourteen) chittacks 18 (eighteen) sq.ft. to be little more or less, Being Plot No. 7 and 8, at Saltlake, Sector V, Kolkata- 700102, (near Mahisbathan Gas Gudam), Post Office- Krishnapur, Dist. North 24 PGS, State- West Bengal, lying and situates under Mouza- Mahisbathan, J.L. No. 18, R.S. No. 203, Touzi No. 145, R.S. Dag No. 490 (part), L.R. Dag No. 490, R.S. Khatian No. 10, L.R. Khatian No. Agri. 392, 393, 17 and 19, L.R. Khatian No. formerly 1484 presently 1576 and 1577, Police Station – formerly Rajarhat presently Bidhannagar Electronic Complex, within the limit of Bidhannagar Municipal Corporation, ward no. 28, within the jurisdiction of Additional District Sub-Registry Office Bidhannagar, Salt Lake City, Dist. North 24 Parganas, which is butted and bounded as follows :-

ON THE NORTH : 24ft wide Mahisbathan Main Road

ON THE EAST : Plot No, 9

ON THE SOUTH : Plot No. 14 and 15

ON THE WEST : 20ft wide road

THE SECOND SCHEDULE ABOVE REFERRED TO

Landowners' Allocation : The Developer shall at his own costs and expenses, construct the building and deliver to the Landowner 50% constructed area of the building upto G+4 BUILDING as per specification of this agreement, the said 50% shall be allocated as follows:-

- a) 50% commercial area of the ground floor, 50% parking space of the ground floor and 50% remaining area of the ground floor.
- b) Entire 2nd floor
- c) Entire 4th floor

It is also agreed between the parties hereof that upon obtaining of sanctioned building plan the parties hereof shall identify their respective shares with regard to ground floor area only and in any case neither party shall object or disturb share of other party within the said multi storied building which has already been decided hereabove.

That a document shall be executed in regards to allocation of ground floor and the same shall be notarized.

That it is also agreed between the parties hereof that the developer herein shall construct G+4 storied building and the owners allocation and developer's allocation mentioned herein is related to said G+4 storied building and if in future any additional floor/s is/are constructed over the existing multistoried building, in that case the allocation shall be decided mutually by the parties hereof.

That in addition to the area the owners shall also get refundable Rs. 61,00,000/- (Rupees Sixty One Lakh) only, from the Developer herein at the time of execution and registration of the Development Agreement and Power of Attorney as per memo below.

That out of the entire refundable security deposit amount as aforesaid the Owners shall refund the said Rs. 46,00,000/- (Rupees Forty-Six Lakhs) only without interest, to the developer at the time of handover of the owners' allocation.

It is further pertinent to mention here that if there will be any sale of the flat/portion of landowners allocation then as per mutual discussion the landowner shall refund upto fifteen to twenty lac to the developer.

That the Owners shall refund remaining amount Rs. 15,00,000/- (fifteen lac) only without interest, to the developer at the time of obtaining completion certificate/occupancy certificate.

It is pertinent to mention here that until and unless the part refundable security deposit amount i.e. Rs.46,00,000/- without interest is refunded to the Developer, the owners' allocation shall not be handed over.

The building/project name shall be decided mutually by both the parties.

It is clarified that the Landowners' allocation shall include undivided, impartible and indivisible proportionate share in the land, common areas and facilities made available in the New Building

Developer's Allocation: The Developer shall be fully and completely entitled to remaining 50% area of the building except landowner's allocation, the said 50% shall be allocated as follows:-

- a) 50% commercial area of the ground floor, 50% parking space of the ground floor and 50% remaining area of the ground floor.
- b) Entire 1st floor
- c) Entire 3rd floor

It is also agreed between the parties hereof that upon obtaining of sanctioned building plan the parties hereof shall identify their respective shares with regard to ground floor area only and in any case neither party shall object/or disturb share of other party within the said multi storied building which has already been decided hereabove.

That a document shall be executed in regards to allocation of ground floor and the same shall be notarized.

That it is also agreed between the parties hereof that the developer herein shall construct G+4 storied building and the owners allocation and developer's allocation mentioned herein is related to said G+4 storied building and if in future any additional floor/s is/are constructed over the existing multistoried building, in that case the allocation shall be decided mutually by the parties hereof.

The Developer's Allocation shall also include undivided, impartible and indivisible proportionate share in the land, common areas and facilities made available in the New Building

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS & FACILITIES)

1. Entrance lobby
2. Staircases and such other commons areas earmarked for Common use
3. Electrical Meter rooms
4. Overhead Water Tank
5. Water Reservoir
6. Staircase Overhead
7. Lift Machine Rooms
8. Lifts
9. Electrical installations
10. Distribution pipes all around the building
11. Drainage & sewage line.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS):-

Elevation:

- Plastered and paint finish building as designed by Architect and as per mutual understanding of both the parties..

Foundation & Structure:

- Foundation will be done for Ground + 4 Storied Building (as per design) and then Brick flat soiling will be done casting will be done properly with M20 grade using mixture and vibrator, etc. Anti-termite treatment will be done properly in foundation.

Superstructure

- a) R.C.C. Structure with M-20 Grade Concrete and FE -500 TMT bars (ISI marked Tata / SRMB/ Equivalent/Branded Durgapur) for foundation and all the floor slab casting.
- b) 200 mm external brick work with cement mortar (1:5)
- c) Machine mix M20 RCC work for all other RCC work
- d) 125/75 thk internal brick work (1:4)
- e) 15 mm thk internal plaster (1:5)
- f) 15 mm thk external plaster (1:5)
- g) Elevation decorative as per submitted view
- h) Commercial area as per drawing and direction.

Cement: Ambuja/JSW/NOVOCO/DALMAI/Ultratech/ACC
– 53 Grade, PPC

Steel: ISI, TATA, SRMB, and/BRANDED DURGAPUR or
of any reputed equivalent brand.

Stone Chips: 3/4" & 5/8" dn

Sand: Full coarse for RCC job and medium for others

Bricks: 1st class BRICKS/AAC BLOCKS and/or of any
reputed equivalent brand.

M.S. Grill as per design in window & balconies

Wall finish:

- Brick masonry outer wall 8" thick partition wall 5" & 3" thick with wire netting cement Plaster both sides within the Rats Plaster of Paris. Road side view with unique blend of Oriental and Modern Architecture and Weather coat outside Paint.

Doors:

- a) Salwood Door Frames 100 x 67.5 for doors as per design approved.

- b) Doors: made of 32 mm Flush Door/ Block board water proof/termite proof with approved laminate and design frame in all doors
- c) Toilet Door: 32mm water proof phenol bonded Flush door with APPROVED laminate
- d) Outer door framing with plywood and approved laminate as per the doors
- e) Main door fitting samples to be approved
 - I. Godrej night latch (rs.950/-). And main doors lock approx Rs.2000/-
 - II. 1 pair decorative handle (until price Rs. 450/-)
 - III. 1 no. 250mm stainless steel hasp Bolt. (Price Rs. 200/-)
 - IV. 1 No. stainless steel tower bolt. (Price Rs. 175/-)
 - V. 1 no. Door Stopper (Rs. 90/-)
 - VI. 1 No. rubber Buffer
- f) Internal doors : Sample to be approved
 - I. Mortise Lock with Handle (Unit Price Rs. 500/-)
 - II. 1 no. 250mm S.S. tower bolt (Price Rs. 120/-)) 4.-
 - III. 1 no. Door Stopper (Price Rs. 90/-)
 - IV. 1 no. Buffer

Windows:

- A. Anodized aluminum sliding powder coating window Brown colour with 1.2/1.3/1.5mm thick section medium and 4mm white figured /clear /transparent glass and balance area covered by granite or tiles.
 - a) Bedrooms
 - b) Kitchen
 - c) Toilet louver type
 - d) Grill of outside using 12mm square bar black / white painted over two coat primer.

- Use of LED lighting in major areas to minimize common area power consumption (mescab/havels/wipro/syska and/or of any reputed brand).

Electrical details:

- Concealed electrical wiring through fire proof pvc conduit. (finolex/Mescab/or of any reputed equivalent brand).
- All switches are modular (Havells/LNT/ Crabtree and/or of any reputed equivalent brand, White in colour.
- 12/16 way MCB for all Circuits
- 64a main switches for each flat (havells/MESCAB and/or of any reputed equivalent brand.
- Proper electrical earthing as per the IS specification
- Electrical arrangements for pump, lift etc.
- Specification lighting areas.

Bedroom:

- 1no. fan point(2 way)
- 5 nos. light points(1 pc 2way)
- 1no. 5A plug socket on main switch board
- 2nos. 5A socket point on the other location
- 1no. regulator point with regulator(2way)
- A.C. points all bedrooms
- 1no. TV point in all bedrooms with cable line

Drawing & Dining Rooms:

- 2nos. Fan point
- 4Nos. Light Point
- 1no. 5A power socket on main switch board
- 2 nos .A.C. points
- 2Nos. 15A socket
- 1No. Ceiling light points

Kitchen:

- 2Nos. Light Point
- 1nos. Exhaust fan point/ 1 no. point chimney point
- 1no. 5A plug socket on main switch board
- 3nos. 15A plug socket as per individual choice for refrigerator, Oven, Mixer/ Grinder
- 1no. fan point (wall mounted or ceiling as per choice).

Toilet:

- 2nos. Light point
- 1nos. exhaust fan point
- 1nos 5A plug socket for Geyser
- 1nos 5A plug socket for hair dryer etc
- 1 fan point (wall mounted)

Balcony:

- 1no. light point
- 1 no. 15 amp plug point for washing machine
- 2 5amp plug points one in each verandah

4. Essco C.P fittings for all toilets in each floor
5. Vitreous sanitary fittings like normal white cistern & commode, basin, etc will be given in each floor (parryware/hindware/and/or of any reputed equivalent brand.
6. S.S. Sink with sink cock with extra tap point in kitchen
7. aqua guard point in suitable position
8. 6" dia S.W. sewerage line with necessary manholes, inspection chambers and master trap covered surface drain along the boundary wall

Toilet:

1. 12"x18" or 15"x 18" glazed wall tiles upto lintel level (Rs.600 rs) per box of kajaria/ARK STONE /jhonson/orient/vivanta and/or of any reputed equivalent brand .
2. White colour basin.(parryware/ hindware)
3. Floor tiles antiskid of the range of Rs.500 PER BOX over waterproofing treatment upto 1.5 ft hight.
4. 1 no EWC commode with cistern white colour (hindware/parrywareand/or of any reputed equivalent brand basic.
5. 3 in 1 wall mixture with hand shower and O.H. shower.
6. 1 no commode shower

Roof:

Roof tiles /mozaaik, water proofing treatment heat proof.

Staircase floor:

Good quality Marble or tiles with Iron railing complete as discussed.

Main Entrance of the building:

M.S Gate, oriental and good design with Granite finishing

Painting:

1. 2 coats of weather coat paint in exterior
2. White wash to lift well
3. 2 coats of distemper to inner surface of boundary wall
4. 2 coats of cement primer over BIRLA PUTTY and/or of any reputed equivalent brand which may be mutually decided by the parties.
5. Staircase area to be painted with basic plastic paint from either burrzer or Asian paints and/or of any reputed equivalent brand which may be mutually decided by the parties.

Water supply:

As per concern authority, plans and specification separate delivery lines for individual flats with UPVC branded pipes of 80mm schedule white colour.

Raw Materials:

Stones Chips from pakur or similar quality.

Pavement:

With designer Tiles or Blocks in drive ways and pavements with well illuminated.

IN WITNESS WHEREOF the parties here to have set and subscribed respective hand and seals in these present on the day, months and year first above written.

SIGNED, SEALED AND DELIVERED

by the Landowner at Kolkata in presence of :

Witness:-

1. JOY Mondal (Adv)
Alipore Judges Court
Kolkata - 27

1. Upendra Mohan Manna

2. Rina Manna

2. Arash Gupta
S/o Anil Gupta
Add - 38, W.C. Avenue
Kol - 13

Signature of the Landowners

GANANAYAK COMMERCIAL PVT. LTD.

মোনা গাঙ্গুলি

DIRECTOR

Prepared by me according to the instructions and documents supplied by the parties:

JOY Mondal.

(JOY MONDAL)
Advocate

ALIPORE JUDGES COURT
KOLKATA 700 027.

ENROLMENT NO. F/1338/2009

GANANAYAK COMMERCIAL PVT. LTD.

Anand Kumar

DIRECTOR

(Anand Kumar)

Signature of the Developer

Sl. No.	Date	Cheque/D.D./RTGS	Particulars	Amount
1	10/04/2023	RTGS	Through SBI, Branch- Dakshin Para, Baguiati, vide No. 223845962 dt. 10/04/2023	39,00,000/-
2	10/04/2023	RTGS	Through SBI, Branch- Dakshin Para, Baguiati, vide No. 250964102 dt. 10/04/2023	22,00,000/-
			TOTAL=	Rs.61,00,000/-

1. Day Normal (AM)

1. *Aperta* *Abraham* *Manna*

2. Arachnida

2. Rina Manna

LANDOWNERS



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name ATUL NATHAN MATHA

Signature Atul Nathan Matha



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name RINA MANNA

Signature Rina Manna



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name MEENA JAISWAL

Signature मीना जायसवाल



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name AMAN JAISWAL

Signature Aman Jaiswal
(Aman Jaiswal)

Major Information of the Deed

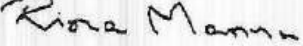
Deed No :	I-1904-05111/2023	Date of Registration	10/04/2023
Query No / Year	1904-2000908101/2023	Office where deed is registered	
Query Date	07/04/2023 10:16:26 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	JOY MONDAL ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7003574517, Status : Advocate		
Transaction	Additional Transaction		
[011] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 61,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,63,01,249/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,071/- (Article:48(g))	Rs. 61,112/- (Article:E, E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- East Bidhannagar, Municipality: B DHANNAGAR MUNICIPALITY CORPORATION, Road: Mahisbathan, Mouza: Mahisbathan, JI No: 18, Pin Code : 700102

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-490 (RS -)	LR-1576	Bastu	Bastu	3 Katha 8 Chatak 13 Sq Ft		83,11,405/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
L2	LR-490 (RS -)	LR-1577	Bastu	Bastu	3 Katha 6 Chatak 5 Sq Ft		79,89,844/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
		TOTAL :			11.385Dec	0 /-	163,01,249 /-	
		Grand Total :			11.385Dec	0 /-	163,01,249 /-	

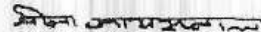
Lard Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr APURBA MOHAN MANNA Son of Late MAHENDRA NATH MANNA Executed by: Self, Date of Execution: 10/04/2023 , Admitted by: Self, Date of Admission: 10/04/2023 ,Place : Office	 10/04/2023	 LTI 10/04/2023	 10/04/2023
	FLAT NO.K-2/7, KARUNAMOYEE HOUSING ESTATE, SALT LAKE CITY, SECTOR-II,, City:- Not Specified, P.O:- SECH BHAWAN, P.S:-East Bidhannagar, District:-North24-Parganas, West Bengal, India, PIN:- 700091 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: AFxxxxxx8L, Aadhaar No: 62xxxxxxxx2944, Status :Individual, Executed by: Self, Date of Execution: 10/04/2023 , Admitted by: Self, Date of Admission: 10/04/2023 ,Place : Office			
	Name	Photo	Finger Print	Signature
2	Mrs RINA MANNA Wife of Mr APURBA MOHAN MANNA Executed by: Self, Date of Execution: 10/04/2023 , Admitted by: Self, Date of Admission: 10/04/2023 ,Place : Office	 10/04/2023	 LTI 10/04/2023	 10/04/2023
	FLAT NO.K-2/7, KARUNAMOYEE HOUSING ESTATE, SALT LAKE CITY, SECTOR-II,, City:- Not Specified, P.O:- SECH BHAWAN, P.S:-East Bidhannagar, District:-North24-Parganas, West Bengal, India, PIN:- 700091 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AMxxxxxx4L, Aadhaar No: 63xxxxxxxx6219, Status :Individual, Executed by: Self, Date of Execution: 10/04/2023 , Admitted by: Self, Date of Admission: 10/04/2023 ,Place : Office			

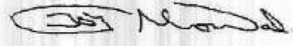
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	GANANAYAK COMMERCIAL PRIVATE LIMITED AE-23, RABINDRA PALLY, KRISHNAPUR, GANAPATI APARTMENT, BLOCK-B, Block/Sector: BLOCK-B, City:- Not Specified, P.O:- KRISHNAPUR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700101, PAN No.:: AAxxxxxx6B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mrs MEENA JAISWAL Wife of Late RAJESH JAISWAL Date of Execution - 10/04/2023, , Admitted by: Self, Date of Admission: 10/04/2023, Place of Admission of Execution: Office	 Apr 10 2023 4:33PM	 LTI 10/04/2023	 10/04/2023
	MERLIN 5TH AVENUE, TOWER-4, FLAT NO.11D, MAHISHBATHAN, City:- Not Specified, P.O:- MILAN BAZAR, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700102, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AFxxxxxx4Q, Aadhaar No: 62xxxxxxxx9647 Status : Representative, Representative of : GANANAYAK COMMERCIAL PRIVATE LIMITED (as DIRECTOR)			
2	Name	Photo	Finger Print	Signature
	Mr AMAN JAISWAL (Presentant) Son of Late RAJESH JAISWAL Date of Execution - 10/04/2023, , Admitted by: Self, Date of Admission: 10/04/2023, Place of Admission of Execution: Office	 Apr 10 2023 4:34PM	 LTI 10/04/2023	 10/04/2023
	MERLIN, 5TH AVENUE, TOWER-4, FLAT NO.11D, MAHISHBATHAN, City:- Not Specified, P.O:- MILAN BAZAR, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ATxxxxxx9D, Aadhaar No: 73xxxxxxxx0838 Status : Representative, Representative of : GANANAYAK COMMERCIAL PRIVATE LIMITED (as DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr JOY MONDAL Son of Mr S MONDAL ALIPORE JUDGES COURT, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 10/04/2023	 10/04/2023	 10/04/2023
Identifier Of Mrs MEENA JAISWAL, Mr AMAN JAISWAL, Mr APURBA MOHAN MANNA, Mrs RINA MANNA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr APURBA MOHAN MANNA	GANANAYAK COMMERCIAL PRIVATE LIMITED-2.9024 Dec
2	Mrs RINA MANNA	GANANAYAK COMMERCIAL PRIVATE LIMITED-2.9024 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr APURBA MOHAN MANNA	GANANAYAK COMMERCIAL PRIVATE LIMITED-2.7901 Dec
2	Mrs RINA MANNA	GANANAYAK COMMERCIAL PRIVATE LIMITED-2.7901 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- East Bidhannagar, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION,
Road: Mahisbathan, Mouza: Mahisbathan, JI No: 18, Pin Code : 700102

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 490, LR Khatian No:- 1576	Owner:অপূর্ব মোহন মান্না, Gurdian:মহেন্দ্র নাথ মান্না, Address:কে-২/৭, করুণাময়ী হাউসিং এস্টেট, সল্টলেক , Classification:শালি, Area:0.06000000 Acre,	Mr APURBA MOHAN MANNA
L2	LR Plot No:- 490, LR Khatian No:- 1577	Owner:রীনা মান্না, Gurdian:অপূর্ব মোহন মান্না, Address:কে-২/৭, করুণাময়ী হাউসিং এস্টেট, সল্টলেক , Classification:শালি, Area:0.05000000 Acre,	Mrs RINA MANNA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 254393 to 254458

being No 190405111 for the year 2023.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.04.11 16:46:20 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/04/11 04:46:20 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)