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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with document are the part of this document.

District Sub-Registrar-V  
Alipore, South 24 Parganas

**DEVELOPMENT AGREEMENT  
AND POWER OF ATTORNEY**

29 JAN 2024

**THIS DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY** is made on

this 25<sup>th</sup> day of January, 2024 (Two Thousand and Twenty Four)

18488

26 JUL 2023

SIRAJUL ISLAM  
Advocate  
Calcutta High Court

102  
Aham Chatterjee

V.C.T. #  
169

ARYAN  
Aham Chatterjee  
Proprietor

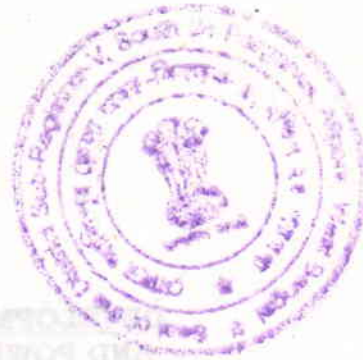
V.C.T. #  
170

Indira Indira Chatterjee

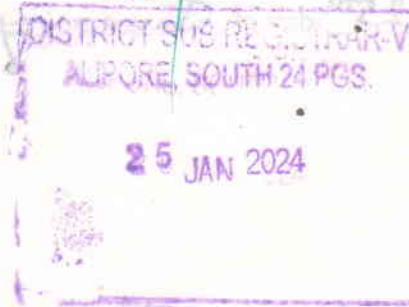
V.C.T. #  
171

Arpita Chatterjee

MOUSUMI CHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



V.C.T. #  
172



Ajay A Borkh  
so Jagadish Borkh  
4, Gov. Place  
Kolkata  
8240825767

**-BETWEEN-**

(1) **MR. SAILENDRA KISHORE BHATTACHARYA** (PAN: AEBPB7303N & Aadhaar No. 5483-6552-5631), son of Hitendra Kishore Bhattacharya, by faith Hindu, by occupation Service, nationality Indian and (2) **MRS. ARPITA BHATTACHARYA** (PAN: ADKPB5211D & Aadhaar No. 2197-8238-5034), wife of Mr. Sailendra Kishore Bhattacharya, by faith Hindu, by occupation Service, nationality Indian, residing at Baishali Apartment, 18/2, Kalikapur, Post Office Mukundapur, Police Station Purba Jadavpur, Kolkata - 700099, District South 24 Parganas [hereinafter collectively called the "**Owners**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, successors, legal representatives, nominees and/or successors-in-interest)] of the **ONE PART**

**And**

**M/S. ARYAN**, a Proprietorship Firm having its office at C/47, Survey Park, Post Office Santoshpur, Police Station Survey Park (formerly Purba Jadavpur), Kolkata - 700075, District South 24 Parganas, represented by its Proprietor, **SRI ATANU CHATTERJEE** (PAN AHOPD6541L and AADHAAR No. 3291-1060-3686), son of Late Dipankar Deogharia, by faith Hindu, by occupation Business, nationality Indian, residing at Narayani Apartment 4<sup>th</sup> Floor, 809, Madurdah, Post Office EKTP, Police Station Anandapur (formerly Tiljala), Kolkata - 700107, District South 24 Parganas [hereinafter referred to as the "**Developer/Attorney**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, nominees, successor or successors in office)] of the **OTHER PART**

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

**Said Premises:** **ALL THOSE** pieces and parcels of (1) land measuring about 1152 (one thousand one hundred and fifty two) Square Feet, more or less, being identified as Scheme Plot No. 'B/19' (hereinafter referred to as the **First Premises**) and (2) land measuring about 1152 (one thousand one hundred and fifty two) Square Feet, more or less, being identified as Scheme Plot No. 'B/21' (hereinafter referred to as the **Second Premises**), both the First Premises and Second Premises (hereinafter collectively referred to as the **Said Premises**, morefully and particularly described in the **First Schedule** hereunder written) comprised in L.R. Dag No. 784, recorded under L.R. Khātian No. 1303, in Mouza Langalberia, J.L. No. 88, District Sub-Registry Office at Sonarpur, under Police Station Sonarpur, Kolkata-700145, within Langalberia Gram Panchayet, District of South 24 Parganas;

**Background:**

The Owners represent and warrant to the Developer regarding the title of the Said Premises as follows:

- A. At all material time by virtue of a Deed of Sale dated 8<sup>th</sup> December, 2017, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas at Alipore, recorded in Book No. I, being Deed No. 02530 for the year 2018, M/s. Aryan Technocon Private Limited purchased inter alia the Said

Premises and became the sole and absolute owner in respect of the Said Premises and mutated his name in the records of the Block Land and Land Reforms Officer, Sonarpur, under L.R. Khatian No. 1303, free from all encumbrances.

- B. By a Deed of Conveyance dated 15<sup>th</sup> February, 2022, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas at Alipore, recorded in Book No. I, Volume No. 1604-2022, at Pages 54082 to 54111, being Deed No. 160401427 for the year 2022, said M/s. Aryan Technocon Private Limited sold, conveyed and transferred the Said Premises unto and in favour of (1) Mr. Sailendra Kishore Bhattacharya and (2) Mrs. Arpita Bhattacharya (the Owners herein), free from all encumbrances.
- C. In the above mentioned events and circumstances said (1) Mr. Sailendra Kishore Bhattacharya and (2) Mrs. Arpita Bhattacharya (the Owners herein) became the joint and absolute owners of the Said Premises comprised in the First Premises and the Second Premises, being a portion of the project presently known as "Aryan Aquagreens" formerly known as "Aryan Techcity", free from all encumbrances.
- D. The Developer herein on being approached and requested by the Owners and also relying on the various representations and assurances given by the Owners with respect to the marketable title of the Said Premises, has agreed to undertake and carry out development of the Said Premises, morefully described in the **First Schedule** hereunder written and it has been decided and agreed by the Parties that, the Developer shall develop the Said Premises by constructing ready to use residential bungalow/s (**Project**), capable of being held and enjoyed independently, on the agreed terms and conditions.
- E. The Parties hereto have agreed to record in writing the various terms and conditions for Joint Development of the "Said Premises" and construction of the proposed Project at or upon the land comprised therein as hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby mutually agreed and declared by and between the Parties hereto as follows:-

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
  - 1.1 **"Applicable Law"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
  - 1.2 **"Approvals"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals,

revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;

- 1.3 **"Association"** shall mean any association, syndicate, committee, body, society or company which would comprise one representative from each Units of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;
- 1.4 **"Owners"** shall mean and include said (1) Mr. Sailendra Kishore Bhattacharya and (2) Mrs. Arpita Bhattacharya and their respective successor or successors in interest and/or assigns.
- 1.5 **"Developer"** shall mean and include M/s. Aryan, a Proprietorship Firm, represented by its Proprietor, Sri Atanu Chatterjee and its successor or successors in interest and/or successors-in-office.
- 1.6 **"Said Complex"** shall mean and include **ALL THOSE** pieces and parcels of land comprised in various R.S./L.R. Dag Nos. including said R.S./L.R. Dag No. 784, in Mouza Langalberia, J.L. No. 88, District Sub-Registry Office at Sonarpur, under Police Station Sonarpur, Kolkata-700145, within Langalberia Gram Panchayet, District of South 24 Parganas being known as *"Aryan Aquagreens"* formerly known as *"Aryan Techcity"*.
- 1.7 **"Said Premises"** shall mean and include **ALL THOSE** pieces and parcels of (1) the First Premises, i.e. land measuring about 1152 (one thousand one hundred and fifty two) Square Feet, more or less, being identified as Scheme Plot No. 'B/19' and (2) the Second Premises, i.e. land measuring about 1152 (one thousand one hundred and fifty two) Square Feet, more or less, being identified as Scheme Plot No. 'B/21', both the First Premises and Second Premises (collectively referred to as the **Said Premises**, morefully and particularly described in the **First Schedule** hereunder written) comprised in L.R. Dag No. 784, recorded under L.R. Khatian No. 1303, in Mouza Langalberia, J.L. No. 88, District Sub-Registry Office at Sonarpur, under Police Station Sonarpur, Kolkata-700145, within Langalberia Gram Panchayet, District of South 24 Parganas.
- 1.8 **"Project"** shall mean and include building/s consisting of residential bungalow/s to be constructed at or upon the land comprised in the "Said Premises" as per the sanctioned plan to be issued and/or approved by the competent authority and as per the Building Rules.
- 1.9 **"Units"** shall mean and include the Bungalow/s (shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other residential building, which is directly accessible from an outer gate/door and not by walking through the living space of another household), which would be available for independent use and occupation at the said Project.

- 1.10 "Development Work" shall mean and include development of the "Said Premises" comprised therein and construction of the proposed Project thereat by the Developer as per the Sanctioned Plan and also as per the Building Rules.
- 1.11 "Sanctioned Plan" shall mean and include the building Plan to be sanctioned and/or approved by the competent authority for construction of the proposed Project as also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
- 1.12 "Common Parts" shall mean and include the common parts and areas of the Said Complex including paths, passages, ways, and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the Said Complex but shall not include the area and the open spaces of the Said Complex which are not identified as Common Areas by the Developer.
- 1.13 "Owners' Allocation" shall mean and include **20% (twenty percent)** of the Total Sale Proceeds, defined below, of the Units comprised in the Project as per the provisions contained in **clause no. 14.1** hereunder.
- 1.14 "Developer's Allocation" shall mean and include the remaining sum of the Total Sale Proceeds, defined below, of the Units comprised in the Project as per the provisions contained in **clause no. 14.2** hereunder after settlement of the Owners' Allocation.
- 1.15 "Total Sale Proceeds" shall mean and include the amounts as may be received, realised and/or collected by the Developer from the intending buyers towards consideration against "Bungalows" including but not limited to preferred location charges, nomination/cancellation charges, which will be tendered by the intending buyer/s either in part or full, as applicable, excluding the **excluded receipts** specifically mentioned in **clause no. 14.4** hereunder.
- 1.16 "Bank Account" shall mean the Bank Account to be opened by the Developer in its name as provided in **clause 15** hereunder.
- 1.17 "Architect" shall mean the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed Project as per the sanctioned plan as also the Building Rules.
- 1.18 "Buyers" shall mean and include the intending Buyers/ Transferees of bungalow units and other saleable spaces, at the Project.
- 1.19 "Competent Authority" shall mean and include the Langalberia Gram Panchayet as also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force.

And shall also include all other authorities as applicable for completion of the Project.

1.20 "Development Rights" shall mean the right, power, entitlement, authority, sanction and permission of or being hereby granted to the Developer to:

(i) enter upon and take permissive possession of the Said Premises from the Owners for the purpose of development and construction of the Project thereon in accordance with the terms of this Agreement;

(ii) appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project/Complex in accordance with the Approvals;

(iii) to carry out all the infrastructure and related works/constructions for the Project/Complex, including water storage facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Premises as may be required by the Architects of the Project in view of any Approvals, layout plan, or order of any Governmental Authority;

(iv) to launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of all Units and/or saleable areas in the Project and the Said Premises from the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas and related undivided interests in the Said Premises/ Said Project and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements of transfer with all intending purchasers in respect of all Units and/or saleable areas in the Said Project and the Said Premises, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefor and transfer ownership, possession, use or occupation of all Units and/or saleable areas comprised in the Project to the respective intending purchasers/transferees;

(v) Execute all necessary, legal and statutory writings, agreements and documents including the declarations, affidavits and/or gift deeds/ any deed/s for amalgamation of the Said Premises and/or any adjacent property with the Said Premises into one premises (if required) and/or gift deeds for sanction of Plans, licensing or sale of all Units and/or saleable areas as envisaged herein and appear, admit execution of and present for registration

before the jurisdictional Registrar or Sub-Registrar the documents for the same;

(vi) manage the Said Project and the Common Areas, Installations and Facilities constructed upon the Said Premises and also to form the Association and thereafter, to transfer / assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project/ Said Complex in trust for the Association and handover the same to the Association;

(vii) apply for and obtain any Approvals in its name or in the name of the Owners, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owners for the purpose of development and construction of the Project;

(viii) generally any and all other acts, deeds and things incidental or ancillary for the development of the Project/ Complex as more elaborately stated in this Agreement;

1.21 **"Force Majeure"** shall mean any event preventing either Party from performing any or all of their obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or 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 Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion, delays due to political unrest, municipal, panchayet, general or other elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order;

## 2 **INTERPRETATIONS:**

2.1 Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.

2.2 Any covenant by the Developer and/or the Owners not to do or commit any acts deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.

2.3 Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.4   | The paragraph headings used in this Agreement are for convenience only and shall form part of this Agreement but not control the construction or interpretation of the clauses under the headings.                                                                                                                                                                                                                                                                                                                                                                |
| 2.5   | The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.6   | In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.                                                                                                                                                                                                                                                                          |
| 3     | <b>PURPOSE, APPOINTMENT AND DATE OF COMMENCEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.1   | <b>Purpose</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3.1.1 | This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Said Premises in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.                                                                                                                                                                                                                      |
| 3.1.2 | The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.                                                                                                                                                                                                                                                                                                                                                                                       |
| 3.1.3 | If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.                                                                                                                                                  |
| 3.2   | <b>Appointment:</b> The Parties hereby accept all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the Developer of the Said Premises with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.                                                                                                                                                                 |
| 3.3   | <b>Commencement:</b> This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the Project (which shall mean and include development of the Said Premises by constructing ready to use building/s, complex comprising of various independent residential bungalow/s, in habitable and useable condition) and also till the commercial exploitation of the Project either in full or as to be decided by and between the Parties, and as stated hereinafter. |

#### 4 **MUTUAL COVENANTS:**

4.1 The Owners and the Developer jointly and severally represent and covenant with each other as follows:

- (a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owners and Developer are competent to perform their respective obligations hereunder.
- (b) This Agreement constitutes valid, legally binding and enforceable obligations;
- (c) Both the Owners and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the Said Premises in such manner as contemplated in this Agreement; and

- (d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owners and/or the Developer. In other words the mutual obligations and covenants as envisaged in this Agreement shall remain valid, undisturbed, binding on both the Parties, unless either of the Party is barred by any Order, Decree, Judgement of any court of competent jurisdiction which directly or in directly affect the Said Premises and/or this Agreement.

**5 OWNERS' REPRESENTATIONS:** The Owners declare and confirm to have made the under-mentioned various representations and assurances to the Developer.

- 5.1 The Owners are the joint and absolute owners in respect of the "Said Premises", more fully described in the **First Schedule** hereunder written.
- 5.2 The "Said Premises" are free from all encumbrances, mortgages, charges, liens, *hispens*, claims, demands, liabilities, attachments, leases, tenancies, debutter, wakf and trusts whatsoever created made done or suffered by the Owners or Owners' predecessors-in-title.

5.3 The Owners have full power and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "Said Premises" and that there is no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owners to entrust the development of the "Said Premises" to the Developer as per the terms herein recorded.

5.4 The Owners have not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Premises" which is subsisting on the date of execution hereof.

- 5.5 The Land Revenue, panchayet taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Premises" and the land comprised therein, have been paid up to date by the Owners and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement the Owners shall pay the same and in this regard. The Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owners, subject to the term that the Owners shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.
- 5.6 The "Said Premises" are not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "Said Premises" and/or the development thereof.
- 5.7 The "Said Premises" are not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act, 1953 and/or the West Bengal Land Reforms Act, 1955 and/or the West Bengal Urban Land (Ceiling & Regulation) Act, 1976.
- 5.8 There are no subsisting agreement or arrangement entered into by the Owners concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Premises" or any part thereof nor is there subsisting any dealing of the Owners with the same in any manner whatsoever;
- 5.9 The "Said Premises" and/or the land comprised therein is not adversely affected by any provision of the West Bengal Estates Acquisition Act, 1953.
- 6. DEVELOPER'S REPRESENTATIONS:**
- 6.1 The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new building/s.
- 6.2 The Developer has sufficient means of necessary finance for carrying out the development of the "Said Premises" and/or construction of the said Project thereat.
- 6.3 The Developer shall carry out and complete the development in respect of the "Said Premises" and/or construction of the said Project and the same strictly in accordance with the plan obtained/ sanction from and/or approved by the competent authority and the same as per the relevant Laws as may be applicable and building Rules relating to the development of immovable properties and/or construction of new Project and further strictly as per the provisions contained in these presents.
- 7. DEVELOPMENT WORK:**
- 7.1 The Owners being desirous of development of the Said Premises have duly appointed and/or hereby appoint the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "Said Premises" and

construction of the said Project thereat as per the sanctioned plan and on the terms and conditions herein recorded.

7.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Premises" and further agrees to undertake and carryout the said project of development of the "Said Premises" and construction of the proposed Project as per the Sanctioned Plans thereat in the manner and within the time and on the terms and conditions herein recorded.

7.3. The Owners hereby agree to allow the Developer to undertake development of the "Said Premises" in accordance with the 'Sanctioned Plan';

7.4. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint ownership or any other legal relationship between the party hereto except as specifically provided herein.

7.5. The Owners should be allowed uninterrupted and unhindered right to inspect the development without prior permission of the Developer during normal working hours by giving 24 hours prior notice.

7.6. It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Premises" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.

7.7. The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Premises" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Premises" for development. It is expressly agreed and declared that juridical possession of the "Said Premises" for development shall vest in the Owners until such time the development is completed in all regards.

## **8. DEVELOPER'S OBLIGATIONS/COVENANTS:**

8.1. In consideration of the premises aforesaid and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development Work of the "Said Premises" and/or construction of the said Project in one or more phases and the same in accordance with the sanctioned plans and as per the applicable laws and building rules and upon observing fulfilling and performing all the terms and conditions of this Agreement.

8.2. The Developer may duly apply for and obtain/revise necessary plans duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "Said Premises" and/or construction of the said Project in one or more phases as per provision of Laws. The Developer may cause to be prepared or revise the plans for

- construction of the Project/Complex by causing and ensuring the consumption of maximum permissible Floor Area Ratio (FAR).
- 8.3. The Developer shall also be responsible for soil testing, ground leveling, construction of boundary walls and construction of approach road to the project at its own costs.
- 8.4. The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Premises" and/or construction of the said Project and in this respect, the Owners shall not in any manner be liable or responsible.
- 8.5. The Developer shall not require the Owners to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Premises" and/or construction of the proposed Project.
- 8.6. The development of the "Said Premises" and/or construction of the said Project shall be made in one or more phases and the same complete in all respect including installation of electrical connection and fittings, water pumps, water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other common parts.
- 8.7. The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings as may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per sizes and quality as may be recommended by the Architect.
- 8.8. The Developer herein shall solely be responsible for the structural stability of the building and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the laws and/or in respect of workmanship or quality of materials used and/or for any delay or default in respect of the construction and completion of the Project and/or for any delay or default pertaining to the Occupation Certificate and other clearances and permissions in respect of the Project.
- 8.9. The Developer shall keep the Owners indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "Said Premises" and/or construction of the said Project.
- 8.10. The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and shall also obtain necessary occupation certificate from the competent authority as be required under the statutes.
- 8.11. The Developer herein shall, unless prevented by Force Majeure reasons, (a) carry out and complete the development of the "Said Premises" and

construction of the Project and (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupation certificate in respect of the project from the competent authority, all within **24 (twenty four) months** from the date of approval and/or sanction of the Plans in respect of the proposed building/s from the Competent Authority with a grace period of 12 (twelve) months (hereinafter referred to as the "Project Completion Date") or as may be agreed by the Parties.

8.12. The Developer shall complete the construction work of the said Project within the period as contemplated in **Clause 8.11** hereinabove. In case the construction work is stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.

8.13. The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the force majeure causes. The obligations of the Developer shall remain suspended during the duration of the force majeure.

8.14. The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, solely be responsible for planning the project, development of the "Said Premises" and construction of the proposed Project, making publicity and marketing the project and also selling or otherwise disposing of the "Bungalow Units" and also "other saleable spaces" of the Project and for management, maintenance and administration of the Project and its Common Parts until handing over to the Association and to observe, fulfill and perform all the terms and conditions hereof in connection therewith.

## 9. OWNERS' OBLIGATIONS/COVENANTS

9.1. The Owners herein shall bear and pay the land revenue, panchayet taxes and all other rates, taxes and outgoings on account and in respect of the "Said Premises" till the date of execution of this Agreement.

9.2. The Owners shall maintain good and marketable title in respect of the "Said Premises" till the sale of the proportionate share in the "Said Premises" in favour of the intending buyers and further duly reply and comply with the reasonable requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.

9.3. The Owners shall as per his obligation, render his best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "Said Premises" and/or construction of the said Project, as may from time to time be necessary or required.

9.4. The Owners shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "Said Premises" and/or construction of the said Project by the Developer.

- 9.5. The Owners shall deposit the original Deeds and all other title related documents to the Developer on the date of execution of this Agreement. The Developer shall hold and keep the said original title deeds and documents in its custody as the capacity of escrow holder and shall give a valid receipt against all original documents. All original deeds shall be handed over to the prospective purchaser/s or to the Owners in case of termination of this Development Agreement, whichever is applicable. However, the Developer shall be entitled to submit, produce all original documents before the bank and/or non-banking financial companies in order to facilitate financial accommodation in terms of **clause 16.1.**
- 9.6. The Owners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining/revising the original Sanctioned Plan from the Competent Authority in the name of the Owners. The Owners shall render all sorts of Reasonable co-operation to the Developer, as may be required by the Developer to complete the intending development work of the "Said Premises".
- 9.7. The Owners shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the Project.
- 9.8. The Owners shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Owners shall remain suspended during the duration of such Force Majeure.
- 9.9. It is further clarified that if any sanction, clearances, certificates, no objection certificates, conversions, mutations etc., in respect of the "Said Premises" is required whether for the purpose of sanction or construction or anything relating thereto, the Developer shall obtain the same in the name of the Owners at the costs and expenses of the Developer.
- 9.10. However, if any existing sanctions, clearances, certificates, no objection certificates, conversions, mutations already obtained by the Owners and provided to the Developer are found to be defective, the Developer would apply for and obtain the same in the name and at the risk and cost of the Owners. Provided also that in the event of the existing sanction, clearances Certificates, No-objection Certificates, Conversions and Mutations already obtained by the Owners are found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such sanction, clearances Certificates, No-objection Certificates, Conversions and Mutations, the Developer shall not in any manner be liable for the same.
- 9.11. **Powers and Authorities**

9.11.1. **Power of Attorney for Building Plans Sanction:** The Owners hereby grant to the Developer and/or its nominees a Power of Attorney (as mentioned in the **Second Schedule** given hereunder) for the purpose of getting the Building Plans sanctioned / revalidated / modified / altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.

9.11.2. **Power of Attorney for Construction and Sale of Bungalow Units:** The Owners hereby also grant to the Developer and/or its nominees a Power of Attorney (as mentioned in the **Second Schedule** given hereunder) for construction of the Building/s Complex/ Project and booking and sale of all Bungalow Units.

9.11.3. **Further Acts:** The Owners shall also from time to time grant further Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts, deeds, matters and things, to carry out development of the "Said Premises" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that it shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement including but not limited to the documents as required for obtaining financial accommodation from any bank and/or financial institution.

9.12. The Owners herein shall not in any manner encumber, sell or otherwise deal with the "Said Premises" nor part with possession of the "Said Premises", in any manner whatsoever during the subsistence of this Agreement.

## 10. **CONSTRUCTION WORK:**

10.1. The construction of the said Project shall be strictly as per the applicable Laws and/or the Building rules, regulations and byelaws framed there under and the same strictly in accordance with the sanctioned plan. In this respect, the Developer shall keep the Owners absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said Project and/or any accident or untoward incident arising at the site due to construction and/or the said development work being in deviation from the sanctioned plans and/or in violation of the applicable Laws and/or the Rules, regulations and bye-laws there under.

10.2. The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out

the said development work and/or construction of the Project and to comply with all applicable laws connected therewith and in this respect, the Owners shall not in any manner be responsible.

10.3. The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out of the said development work and/or construction of the Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owners shall not in any manner be liable.

10.4 The works of development of the "Said Premises" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects.

10.5. Both the Parties shall exclusively be liable towards their part for registering themselves and complying with all provisions of Real Estates Regulation Act.

10.6. The Developer hereby assures that the Owners would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction. The Developer shall obtain all necessary insurances in respect of the Project.

## **11. COSTS OF CONSTRUCTION:**

11.1. The Developer herein shall solely be responsible for carrying out the development of the "Said Premises" and construction of the proposed Project.

11.2. The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing development of the "Said Premises" and the construction of the proposed Project in one or more phases and the same as per the plan to be sanctioned and/or approved by the competent authority.

11.3. The parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of revised plan from the competent authority and other concerned Government authorities and/or departments and the Developer herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.

11.4. It is agreed and made clear that the Owners herein shall not be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "Said Premises" and/or construction of the proposed Project.

11.5. The Parties have further agreed that so far as the costs of construction to be incurred and paid by the Developer as mentioned hereinabove the

Developer hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development of the construction of the said Project.

## 12. PUBLICITY & MARKETING

12.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces and other facilities comprised in the Project on such terms and conditions and at such prices as may be decided from time to time by the Developer.

12.2 The Developer may retain and appoint qualified agents for marketing and sales of the Project on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference on any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.

12.3 The Developer shall be entitled to receive consideration / allotment money / advance consideration, etc. in its own name only in the Bank Account in respect of sale of the Units and other areas comprised in the Project and give receipts thereof and transfer ownership, possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.

12.4 The Owners and the Developer hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for sale / allotment for sale, booking of any Unit, bungalow or any other space/ area in the Project to be developed or constructed over the "Said Premises" and to accept or receive any request for booking or allotment of sale of any bungalow unit or any other space / area in the Project to be developed or constructed over the "Said Premises".

12.5 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or in conflict with any terms or provisions of this Agreement and the Applicable Laws. Moreover, The Developer herein shall be entitled to cause the publicity and marketing for sale of the Project under its brand name owned by the Developer.

12.6 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale and/or otherwise transfer of the Units comprised in the Project shall be appropriated and shared by the Parties in the ratio mentioned below, save and except the receipts on account of (i) all payments made by the intending purchasers as reimbursement of GST and other taxes, as may be applicable, (ii) all payments made by the intending purchasers towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits / expenses for formation of the Association and Maintenance Organisation, Common Expenses,

panchayat taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities, charges / costs / expenses for additional work requested by any intending purchaser in his Unit, charges, out-pocket expenses and fees payable for changes / regularization / completion under the Applicable Law and rules, etc., (iii) all payments made by the intending purchasers towards installation and maintenance of any facility in the Project for common enjoyment (all hereinafter collectively referred to as "the **Excluded Receipts**", more fully mentioned in clause 14.4 herein below), which shall be exclusively received by the Developer for its use of the respective purposes.

12.7 The costs as may be incurred on account of publicity and marketing of the project of development of the Project would be borne and paid by the Developer and the Owners shall not have any responsibility in this regard.

12.8 The publicity and marketing of the project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.

### 13. SALE OF UNITS/PROJECT:

13.1. The Developer would sell, transfer or otherwise dispose of the Bungalow Units of the Project in favour of the intending buyers, on ownership basis and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:

13.2. The minimum rate at which the Bungalow Units shall be sold or transferred shall be decided by the Developer at its sole discretion.

13.3. Photocopies of each allotment and/or agreement entered with any intending buyer/transferee shall be handed over on a monthly basis by the Developer to the Owners.

13.4. All sale deeds may be signed and registered by the Developer through the constituted attorney appointed by the Owners on the term that the immediate full consideration after all adjustments are deposited in the Bank Account of the Developer as per this Agreement. However, the power and authorities as given by the Owners to the Developer and/or its representative shall always be subject to fulfillment of all obligations of the Developer towards the Owners.

13.5. It has been agreed that post the payment of the allotment money by the intending purchasers, the entirety of the Total Sale Proceeds including the earnest monies, part payments and consideration amounts, which the Developer would from time to time receive and/or realize on account and in respect of sale of the bungalow units of the Project would be taken in the name of the Bank Account and all buyers/transferees shall be notified in respect thereof and deposited in the Bank Account of the parties as provided hereunder.

13.6. For the sale of the bungalow units and other saleable spaces of the Project as per **Clause 13.1** above, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest moneys, part payments and consideration amounts, which the Owners hereby agree and confirm.

13.7. The Parties hereto hereby agree that all agreements, contracts, deeds and documents for sale of the Bungalow Units of the Project shall be drawn up on terms, conditions and covenants as the Developer may decide with knowledge to the Owners and which the Project Advocate may approve.

13.8. The Parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, bill-boards etc. at the "Said Premises" of its said brand.

This clause should be read in conjunction with Clause 12.6 herein above.

#### **14. ALLOCATION OF TOTAL SALE PROCEEDS**

14.1. The Parties have agreed that in consideration of the Owners entrusting the development of the "Said Premises" and construction of the proposed Project to the Developer as per the terms herein recorded, the Owners herein shall be entitled to **20% (twenty percent)** of the Total Sale Proceeds for and on account of sale of the "Bungalow Units" at the proposed Project ("**Owners' Allocation**"). It is noted that no monetary transaction is done between the Parties hereof on or before execution of this Development Agreement.

14.2. The parties have also agreed that in consideration of the Developer herein at its own costs undertaking and carrying out development of the "Said Premises" as also construction of the proposed Project as also carrying out its other obligations herein recorded or arising here from, the Developer shall be entitled to the remaining sum of the Total Sale Proceeds after settlement of the Owners' Allocation in respect of the "Bungalow Units" at the proposed Project ("**Developer's Allocation**").

14.3. For the purpose of this Agreement the expression "Total Sale Proceeds" shall be as defined.

14.4. The Parties hereto hereby agree, declare and confirm that the term or expression "Total Sale Proceeds" shall not include the following amounts to be received, realised and recovered by the Developer from the Buyers of "Bungalow Units", towards deposits and other costs, charges and expenses:-

(a) Stamp duty, Registration fees and all other legal expenses as may be collected from the intending Buyers respectively of the Bungalow Units at the Project;

(b) Cost of extra works to be carried out exclusively at the instance of the intending Buyers/Transferees of Bungalow Units at the Project;

- (c) The amounts towards reimbursement of Panchayet Taxes, Works Contract, Service Tax, G.S.T. and other rates, taxes and outgoings which are received and/or realized from the intending Buyers/Transferees of Bungalow Units and "Other Saleable Spaces" of the Project;
- (d) Amounts of deposit for Electricity Board, Association Formation Charges, Deposits/Security as may be collected from the intending Buyers/Transferees of Bungalow Units and "Other Saleable Spaces" of the Project;
- (e) Amounts which are received from the intending Buyers of Bungalow Units on account of or as extras towards generator, transformer and other installations and facilities, legal fees, association formation expenses, association membership (if any), maintenance charges etc. and also those received as deposits/advances against rates, taxes and maintenance charges etc.
- (f) Deposits and expenses for purchase, installation and maintenance of the common installation (including but not limited to the areas, facilities and amenities and/or the Said Premises/ Said Complex, earmarked for common use and enjoyment of the Buyers of the Units), more fully described in clause no. 1.12 above.
- 14.5. The Parties hereto have agreed that the Developer herein shall solely and exclusively be entitled to receive, realize and recover separately from the Buyers all Excluded Receipts, more fully mentioned in clause 14.4 above in its own bank account and further to deal with the same in the manner as the Developer shall at its discretion think proper and in this regard, the Owners herein shall not in any manner be accountable or responsible.
- 14.6. The parties have also agreed that Total Sale Proceeds shall be distributed according to the respective shares of the parties therein mentioned in **Clauses 14.1 and 14.2** hereinabove.
- 14.7. In the event of cancellation of booking of Bungalow Units by the intending buyers, the parties hereto would be liable to return the refundable amount on account of such bookings in their respective proportion mentioned in **Clause 14.1 and 14.2** above. Provided however that, in case of cancellation of such bookings being on the grounds of delay or default on the part of the Developer and the intending buyers claiming interest, damages or compensation on account of such delay or default, the Developer herein shall solely be responsible for payment of such interest, damages or compensation, if any.
- 15. BANK ACCOUNT:**
- 15.1 A bank account shall be opened by the Developer for and on account of the Project and the same with such bank (**Banker**) as the Developer shall think proper. The Developer herein shall operate such Bank Account and all the amounts as may from time to time be received and/or realized towards Total Sale Proceeds including earnest money, part payments and

consideration amounts for and on account of sale or otherwise Transfer/disposal of the Bungalow Units of the Project, subject to the provision of this Agreement mentioned above, shall be deposited in such Bank Account.

15.2 It is agreed and made clear that the amounts which would be received, realized and recovered by the Developer from the Buyers of the "Bungalow Units" towards Excluded Receipts, mentioned in clause 14.4 above, shall also be deposited in the above Bank Account but the same shall be encashed and realised by the Developer and further be dealt by the Developer in the manner as it would think proper as provided in Clause 14.5 hereinabove.

15.3 The Parties shall after 15 (fifteen) months from the date of the sanctioned building plan and thereafter, on a quarterly basis (unless any other period is otherwise mutually agreed in writing), compute the accounts as regards the Total Sale Proceeds and their respective entitlements in terms thereof and distribute the Total Sale Proceeds inter-se accordingly and if any party is found to have received more than its entitlement, such party shall pay to the other party the amount in excess so received.

## 16. MORTGAGE:

16.1 The Owners hereby agree, undertake and acknowledge that the Developer shall be entitled, to obtain loans and/or advances from the Banks and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required specifically and only for carrying out and completing the Project and not for any other purpose and the same by creating charge/mortgage over the Developer's Allocation by deposit of original title deed/s or through a Deed of Simple Mortgage of and in respect of the said Premises and the same on such terms and conditions as the Developer shall think proper.

16.2 To enable the Developer to raise finance exclusively for development of the "Said Premises", the Owners shall extend his co-operation and assistance as may be required for obtaining such loans and advances from the Banks and/or NBFCs as also for creating charge over the "Said Premises" and/or the project. The Owners for such purpose hereby grant Power of Attorney, wherein, the Developer and or its nominee or nominees would be empowered to represent the Owners to create charge in favour of the Banks and/or NBFCs.

16.3 The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owners shall not be liable or responsible in any manner what so ever.

16.4 The Developer shall keep the Owners as also the "Said Premises" and/or the said Project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim,

demand, action, prosecution or proceeding as may be suffered or incurred by the Owners or any buyer/transferee in the Project in this regard.

#### **17. RATES, TAXES AND MAINTENANCE:**

17.1 The Owners herein shall bear and pay the land revenue, panchayat taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Premises" for the period till the date of execution hereof.

17.2 On and from the date of execution of this present, the Developer herein shall bear and pay the land revenue as also the panchayat taxes and other rates taxes and outgoings whatsoever concerning or relating to the "Said Premises" till the Developer complete construction of the Project and makes over the bungalow units of the Project to the buyers and the buyers start paying the same.

17.3 On and from the date of completion of the proposed Project as also making over of possession of the Bungalow Units of the Project to the buyers and/or transferees, the Buyers/Transferees shall be responsible to bear and pay the land revenue, panchayat taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Bungalow Units.

17.4 On and from the date of completion of construction of the said Project, the Developer shall be responsible to look after, manage and administer the day to day maintenance of the Said Complex as also maintenance of the common parts, areas, amenities and facilities at the Project/Complex, on the terms and conditions the Developer deems fit and proper, and till the formation of an Association/Syndicate or incorporation of a Company for the purpose.

17.5 The Developer shall cause an Association or Syndicate or Limited company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said Complex. The Developer shall also be responsible to frame the rules, regulations and byelaws of such Management Association/Syndicate / Company.

#### **18. CERTAIN DEFAULTS AND CONSEQUENCES:**

18.1 In case the Developer fails to construct and complete the Project within completion time as contemplated in Clause 8.11 above then and in such event, the Developer shall be entitled to a further grace period of 12 (twelve) months subject to the Developer paying the "delay penalty/amount" and any other liabilities and consequences arising thereof to the Buyers/Transferees of both the Owners and the Developer as may be agreed in the Unit Transfer Agreement during such extended grace period of 12 (twelve) months.

18.2 None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided in Clause 26 hereunder. In the event of any default on the part of either Party, the other

Party shall be entitled to claim specific performance of this Agreement and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

## 19. MISCELLANEOUS:

19.1 The Owners and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owners nor shall the parties hereto constitute an Association of persons.

19.2 Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owners of the "Said Premises" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.

19.3 The proposed Project to be constructed by the Developer in or upon the land comprised in the "Said Premises" shall be named with such name as decided by the Developer.

19.4 On completion of the development of the "Said Premises" and construction of the said Project as also distribution and payment of the Net Sale Proceeds between the Owners and the Developer of the Owners' allocation subject to maximum cap of Rupees twenty six lakh only and the Developer's allocation respectively mentioned in Clauses 14.1 and 14.2 above, this Agreement shall stand fulfilled.

19.5 The Owners and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.

19.6 The Owners and/or their authorized representatives and/or successors-in-interest shall at all times be entitled to view, inspect the development work and/or construction of the Project at the "Said Premises" after giving prior notice of 24 hours to the Developer.

19.7 Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.

19.8 At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Owners and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.

19.9 Any Goods and Service Tax or other impositions and taxes relating to development and construction of the Project and in respect of implementation of this transaction shall be borne and paid by the

Developer. However, the Goods and Service Tax or other impositions and taxes relating to sell of the Units shall be borne by the Owners and Developer as per the ratio of their respective allocation.

## 20. **NOTICES:**

20.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by registered post with acknowledgement due to the proper address, described below and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this clause by each Party from time to time). The Owners shall address all such notices and other written communications to **Sri Atanu Chatterjee**, the Proprietor of the Developer and the Developer shall address all such notices and other written communications to **Mr. Sailendra Kishore Bhattacharya**, being the representative of the Owners herein.

20.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery (2) if sent by registered post, on the 4<sup>th</sup> day of handing over the same to the postal authorities.

20.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of registered/speed post, that such notice or other written communication was properly addressed and delivered to the postal authorities.

21 **No Assignment/Nomination:** Under no circumstances, either of the Parties be entitled to assign/nominate or transfer any benefit of any nature whatsoever, as conferred in their favour by virtue of this Agreement and/or Said Premises.

## 22 **DOCUMENTATION:**

22.1 All agreements, contracts, deeds, documents for the sale of the units at the Project shall be identical containing the similar terms and conditions as may be decided by the Developer.

22.2 All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for sale of the Bungalow Units and other saleable spaces of the Project shall be prepared by the Advocate appointed by the Developer (**Project Advocate**) and the same shall be strictly in accordance with the agreed terms under this agreement.

## 23 **ENTIRE AGREEMENT:**

23.1 This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.

23.2 This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and

all rights and obligations with respect to the "Said Premises" and/or development thereof as also construction of the proposed Project thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

## **24 AMENDMENTS:**

24.1 No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

## **25 SEVERABILITY:**

25.1 If any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

## **26 ARBITRATION AND CONCILIATION:**

26.1 In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this agreement or any of the clauses herein recorded and/or the completion of the transaction as per this agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.

26.2 In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences as provided hereinabove, all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred and adjudicated adjudication as per the provisions of the Arbitration and Conciliation Act, 2015.

## **27 JURISDICTION:**

27.1 The Courts having territorial jurisdiction over the Said Premises shall exclusively have the jurisdiction to entertain, try and determine all matters concerning or relating to or arising out of this Agreement.

## **THE FIRST SCHEDULE ABOVE REFERRED TO "Said Premises"**

**ALL THOSE** pieces and parcels of (1) vacant land measuring about 1152 (one thousand one hundred and fifty two) Square Feet, more or less, being identified as Scheme Plot No. B/19, and (2) vacant land measuring about 1152 (one thousand one hundred and fifty two) Square Feet, more or less, being identified

as Scheme Plot No. B/21, said Plot No. B/19 and B/21 collectively comprised in L.R. Dag No. 784, recorded under L.R. Khatian No. 1303, in Mouza Langalberia, J.L. No. 88, District Sub-Registry Office at Sonarpur, under Police Station Sonarpur, Kolkata-700145, within Langalberia Gram Panchayet, District of South 24 Parganas. The Said Premises is more clearly shown and delineated in the map or **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

|                     |   |                                                     |
|---------------------|---|-----------------------------------------------------|
| <b>On the North</b> | : | By Scheme Plot Nos. B/16 & B/17                     |
| <b>On the East</b>  | : | By 20'-0" (twenty feet) wide proposed internal road |
| <b>On the South</b> | : | By Scheme Plot No. B/23                             |
| <b>On the West</b>  | : | By Scheme Plot Nos. B/18 & B/20                     |

### **THE SECOND SCHEDULE ABOVE REFERRED TO POWER OF ATTORNEY**

**NOW KNOW YE ALL MEN BY THESE PRESENTS** that we, (1) **MR. SAILENDRA KISHORE BHATTACHARYA (PAN: AEBPB7303N & Aadhaar No. 5483-6552-5631)**, son of Hitenra Kishore Bhattacharya, by faith Hindu, by occupation Service, nationality Indian and (2) **MRS. ARPITA BHATTACHARYA (PAN: ADKPB5211D & Aadhaar No. 2197-8238-5034)**, wife of Mr. Sailendra Kishore Bhattacharya, by faith Hindu, by occupation Service, nationality Indian, residing at Baisali Apartment, 18/2, Kalikapur, Post Office Mukundapur, Police Station Purbajadavpur, District South 24 Parganas (hereinafter referred to as the "**Owners/Grantors**") do hereby make nominate constitute retain and appoint and have made nominated constituted retained and appointed the said **M/S. ARYAN**, a Proprietorship Firm having its office at C/47, Survey Park, Post Office Santoshpur, Police Station Survey Park (formerly Purbajadavpur), Kolkata - 700075, District South 24 Parganas, represented by its Proprietor, **SRI ATANU CHATTERJEE (PAN AHOPD6541L and Aadhaar No. 3291 1060 3686)**, son of Late Dipankar Deogharla, by faith Hindu, by occupation Business, nationality Indian, residing at Narayani Apartment 4<sup>th</sup> Floor, 809, Madurdah, Post Office EKITP, Police Station Anandapur (formerly Tiljala), Kolkata - 700107, District South 24 Parganas (hereinafter referred to as the "**Attorney**") as our true and lawful Attorney to act in our name, on our behalf and on our account and to do all or any of the acts deeds matters and things relating to the Said Premises namely:

a) To appear and represent the Owners/Grantors before the Panchayet, Zila Parishad, Police authorities, Fire Brigade Authority, Electricity authorities, Urban Land Ceiling Authorities, B.L.&L.R.O. and other Government authorities and/or departments, Central or State in connection with the development of the "Said Premises" and/or construction of the proposed new building project/complex and further to sign execute and deliver all necessary letters, statements, applications, declarations and other papers and documents and to do all acts deeds matters and things as the said Attorney shall think proper;

b) To demolish or cause to be demolished the existing structures of the "Said Premises" or portions thereof and for the said purpose to retain and appoint any contractor and to do all acts deeds matters and things as the said Attorney shall think proper;

- To bear and pay land revenue, panchayet taxes and other rates, taxes and outgoings on account and in respect of the "Said Premises" at the office of the said B.L. & L.R.O. and/or the Panchayet and other concerned authorities and departments and for the said purpose to sign, execute and deliver all papers and documents and to do all acts, deeds, matters and things as the said Attorney shall think proper;
- To apply for and get our names mutated and recorded as the owners in respect of the "Said Premises" described in the First Schedule hereinabove written and convert the nature of use of the land thereof in the Record of Rights at the office of the B.L. & L.R.O. as also in the records of the Panchayet and other Government Authorities and/or departments and for the said purpose to do all acts, deeds, matters and things as our said Attorney shall think proper;
- To do or cause to be done necessary measurement survey, soil testing and such other acts at or upon the land comprised in the "Said Premises" as our said Attorney shall think proper;
- To apply for and obtain all necessary sanctions, permissions, No Objections and clearances from the appropriate Government authorities and/or departments including necessary sanction of plan from the Sanctioning Authority for development of the "Said Premises" and/or construction of proposed building project/complex in or upon the land comprised in the "Said Premises" or portion thereof and for the said purpose to do all acts deeds matters and things as our said Attorney shall think proper;
- To apply for and obtain all necessary maps, plans, sketches, diagrams, elevations and other specifications duly sanctioned and/or approved by the Sanctioning Authority, Fire Brigade authorities, Police authorities and other Government authorities and/or departments as may from time to time be necessary or required for the development of the "Said Premises" and/or demolition of the existing structures comprised in the "Said Premises" and/or construction of proposed building project/complex or other structures in or upon the land comprised in the "Said Premises" and for the said purpose to sign execute and deliver all applications, maps, plans or other papers and documents as also to do all acts deeds matters and things as the said Attorney shall think proper;
- To apply for and obtain water, sewerage, telephone, telex, electricity, gas and other public utility services, in or upon the "Said Premises" and/or the new building and other structures as may hereafter be erected and the same in such name or names as the said Attorney shall think proper and for the said purpose to sign execute and deliver necessary applications, papers, letters, documents, declarations, undertakings and Bonds as also to do all acts deeds matters and things as the said Attorney shall think proper;
- To undertake and carry out the construction of the proposed building project/complex as per the Sanctioned Plans by the Sanctioning Authority and for the said purpose to sign execute and deliver all papers and

- documents as also to do all acts deeds matters and things as our said Attorney shall think proper;
- j) To institute and/or prosecute all or any suits, appeals, revisions, writ petitions and other legal proceedings or litigation civil or criminal in the appropriate courts of law in connection with the "Said Premises" and/or construction of the proposed new building in or upon the land comprised in the "Said Premises" as per the Sanctioned Plan by the Sanctioning Authority and for the said purpose, to do all acts deeds matters and things as our said Attorney shall think proper;
- k) To defend and/or contest all or any suits, appeals, revisions, applications and other litigations and legal proceedings civil or criminal in any court of law concerning or relating to the "Said Premises" and/or construction of the proposed new building and for the said purpose to do all acts deeds matters and things as our said Attorney shall think proper;
- l) To sign execute affirm and verify all plaints, written statements, affidavits, applications, writ petitions and other papers and documents as may from time to time be necessary or required for prosecuting and/or defending all or any legal proceedings and/or litigations as our said Attorney shall think proper;
- m) To settle and/or compromise all or any disputes or differences and/or suits or litigations and other legal proceedings concerning or relating to the "Said Premises" and/or construction of the proposed new building threat and the same on such terms and as our said Attorney shall think proper;
- n) To pay the fees and other costs charges and expenses for obtaining all required sanctions and/or permissions and/or clearances and No Objection Certificates including the sanction of plan as also obtaining of public utility services and further to do all acts deeds matters and things as our said Attorney shall think proper;
- o) To retain and appoint Advocates and lawyers for prosecuting and/or defending all or any legal proceedings and/or litigations and for the said purpose to sign execute and deliver Vakalatnama and other authority letters and further to revoke such appointment as our said Attorney shall think proper;
- p) To retain and appoint Architects, Engineers, Contractors, Masons, Mistries, Electricians, plumbers, Chowkidars, Durwans, Security Guards and other employees or staff for carrying out the development of the "Said Premises" and the same for such salaries or remuneration or charges and on such terms and conditions as our said Attorney shall think proper;
- q) To obtain loans, project loans and finance from Banks and Financial Institutions for carrying out development of the "Said Premises" as also construction of the proposed building threat and further to secure the repayment thereof and for the said purpose to sign, execute and deliver all deeds, documents and papers as also to do all deeds, acts, matters and things as our said Attorney shall think proper;

- r) From time to time to apply for and have the sanctioned plan modified, renewed, varied, alter, revalidate and/or rectified by the Sanctioning Authority and for the said purpose to pay necessary charges as also to do all acts deeds matters and things as the said Attorney shall think proper;
- s) To sell, transfer or otherwise dispose of the bungalow units and other spaces of the proposed Building Project to be erected at the "Said Premises" and for the said purposes, to sign execute and deliver the Sale Deeds, Transfer Deeds, Lease Deeds and other documents and Agreements after execution of the same and further to admit the execution of the same and do all acts, deeds matters and things for completion of Registration thereof and as our said Attorney shall think proper;
- t) To appear before the Notary Public and appropriate Registering authorities and to present the Agreements for Sale, Sale Deeds, lease deeds, Transfer Deeds, Gift or Exchange Deed or Amalgamation Deed for amalgamation of the Said Premises or any adjacent plot/s with the Said Premises, Boundary Declarations and other deeds, documents and Agreements after execution of the same and further to admit the execution of the same and do all acts, deeds matters and things for completion of the same and as our said Attorney shall think proper;
- u) To receive, realise and recover the amounts of earnest moneys, deposits, part payments and consideration moneys for and on account of sale and/or transfer of residential bungalow units and other spaces of the proposed building project and also to issue valid and effective receipts and discharges for the same and for the said purpose to do all acts deeds matters and things as our said Attorney shall think proper and the appropriate the sale proceeds in favour of the Developer and the Owners/Grantors as mentioned in these presents;
- v) To transfer by way of gift strip of land and/or corner splay in favour of the Sanctioning Authority for enhancement of the Floor Area Ratio (FAR) in the building plan to be sanctioned and for the said purpose to sign, execute and register appropriate Deed, documents and papers in favour of Sanctioning Authority and also to do all acts, deeds and matters and things as our said Attorney shall think proper.
- w) To retain and appoint one or more substitute or substitutes to carry out all or any of the acts deeds matters and things as hereinbefore stated and further to revoke and cancel such appointment as our said Attorney shall think proper;
- x) To construct temporary sheds and godowns for storage of building materials and running of site office and to construct the New Building and/or any other structure on the Said Premises.
- y) To receive and pay and/or deposit moneys including fees, rent, interest from any person or persons, body or bodies, authority or authorities and receive fund and to receive and grant valid receipts and discharges in respect thereof.
- z) **AND GENERALLY** to do all that is or may be necessary for carrying out the development of the "Said Premises" and/or construction of the

proposed building Project thereat and as our said Attorney shall think proper;

**AND** it is clarified that nothing herein contained shall authorize the Attorney to give consent on behalf of the Owners/Grantors to the Developer in respect of any matter contained in these presents which require the Developer to take consent of the Owners/Grantors nor to represent the Owners/Grantors in any claim, dispute or legal proceeding by or against the Developer or persons claiming through it.

**AND** the Owners/Grantors abovenamed do hereby ratify and confirm and agree to ratify and confirm all and whatsoever the said Attorney, lawfully do.

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

**SIGNED SEALED AND DELIVERED**  
by the **Owners/Grantors** and  
**Developer/Attorney** above named at  
Kolkata in the presence of:

1. Arjun Baid  
4, Gov Place  
Kod - 1

2. Shuvadip Chakraborty  
Advocate  
High Court, Calcutta

**Owners/Grantors**

1. Bishnu Kumar Baid  
2. Arjun Baid

**Developer/Attorney**

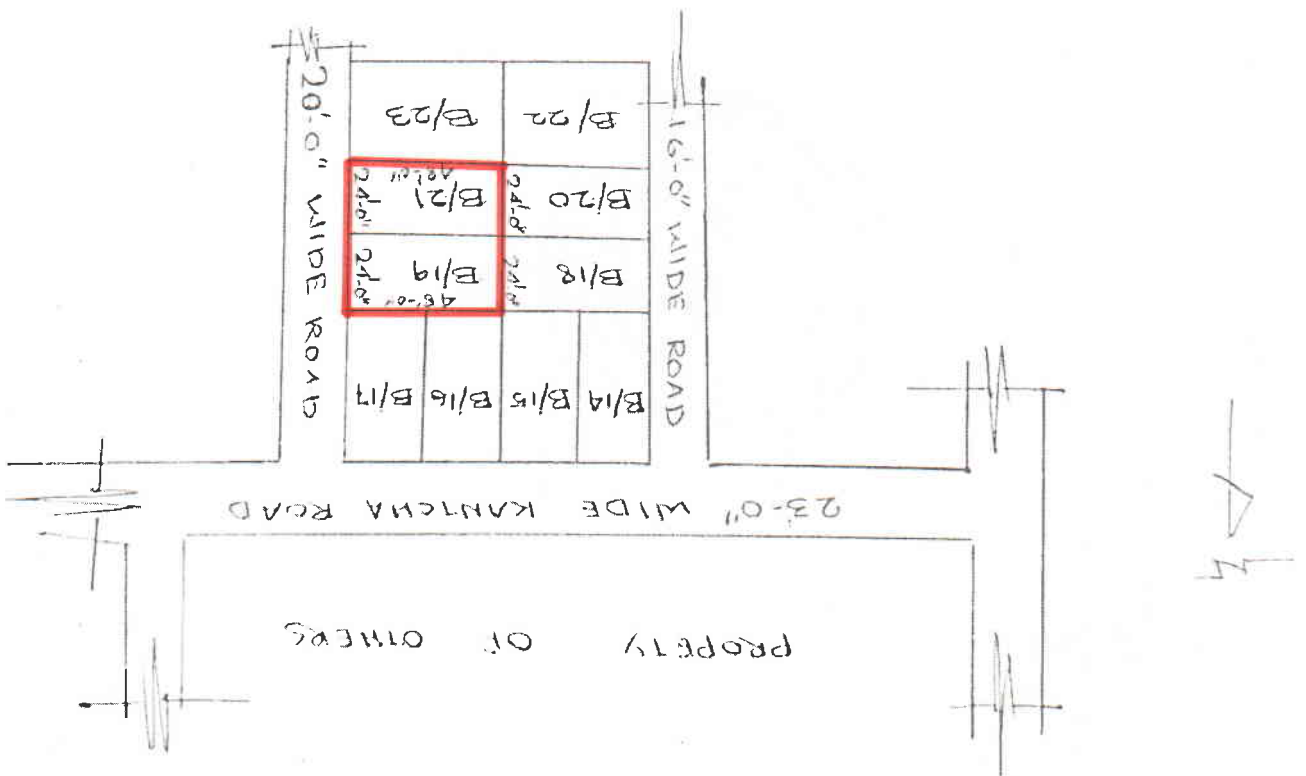
ARYAN  
Proprietor  
Atanu Chatterjee

Drafted By:

Shuvadip Chakraborty  
Advocate  
High Court at Calcutta  
18/4/14

PLOT OF LAND SITUATED IN MOUZA - LANGALBERIA, J.L. NO.88, COMPRISING IN L.R. DAG NO.784, UNDER L.R. KHATAN NO.1303, P.S. SONARPUR, DISTRICT - SOUTH 24 PARGANAS, UNDER LANGALBERIA GRAM PANCHAYET KOLKATA - 700 145.

SOLD PLOT NO./B/19 MEASURING NET LAND AREA OF 1152 SQ.FT. AND PLOT NO./B/21 MEASURING NET LAND AREA OF 1152 SQ.FT. BOTH PLOTS OF LAND SHOWN BY RED BORDER LINE.



SITE PLAN

1. *Prithvi Kumar Ghosh*  
2. *Prithvi Kumar Ghosh*

OWNERS

*ARUN CHATTERJEE*  
Proprietor

DEVELOPER

**SPECIMEN FORM FOR TEN FINGERPRINTS**

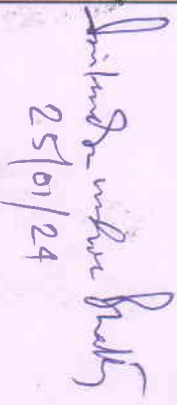
|        |              |                                                                                       |      |                          |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
|--------|--------------|---------------------------------------------------------------------------------------|------|--------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------|--|------|--------|------|--------|--------|-------------|--|------|-------|------|--------|
|        |              |    |      | <i>Anur Chatterjee</i>   |  | <table border="1"> <tr> <td rowspan="2">Thumb</td> <td colspan="2">(Right Hand)</td> <td rowspan="2">Ring</td> <td rowspan="2">Little</td> </tr> <tr> <td>Fore</td> <td>Middle</td> </tr> <tr> <td rowspan="2">Little</td> <td colspan="2">(Left Hand)</td> <td rowspan="2">Fore</td> <td rowspan="2">Thumb</td> </tr> <tr> <td>Ring</td> <td>Middle</td> </tr> </table> | Thumb | (Right Hand) |  | Ring | Little | Fore | Middle | Little | (Left Hand) |  | Fore | Thumb | Ring | Middle |
| Thumb  | (Right Hand) |                                                                                       | Ring | Little                   |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
|        | Fore         | Middle                                                                                |      |                          |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
| Little | (Left Hand)  |                                                                                       | Fore | Thumb                    |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
|        | Ring         | Middle                                                                                |      |                          |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
|        |              |  |      | <i>Aneta Chatterjee</i>  |  | <table border="1"> <tr> <td rowspan="2">Thumb</td> <td colspan="2">(Right Hand)</td> <td rowspan="2">Ring</td> <td rowspan="2">Little</td> </tr> <tr> <td>Fore</td> <td>Middle</td> </tr> <tr> <td rowspan="2">Little</td> <td colspan="2">(Left Hand)</td> <td rowspan="2">Fore</td> <td rowspan="2">Thumb</td> </tr> <tr> <td>Ring</td> <td>Middle</td> </tr> </table> | Thumb | (Right Hand) |  | Ring | Little | Fore | Middle | Little | (Left Hand) |  | Fore | Thumb | Ring | Middle |
| Thumb  | (Right Hand) |                                                                                       | Ring | Little                   |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
|        | Fore         | Middle                                                                                |      |                          |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
| Little | (Left Hand)  |                                                                                       | Fore | Thumb                    |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
|        | Ring         | Middle                                                                                |      |                          |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
|        |              |  |      | <i>Anisha Chatterjee</i> |  | <table border="1"> <tr> <td rowspan="2">Thumb</td> <td colspan="2">(Right Hand)</td> <td rowspan="2">Ring</td> <td rowspan="2">Little</td> </tr> <tr> <td>Fore</td> <td>Middle</td> </tr> <tr> <td rowspan="2">Little</td> <td colspan="2">(Left Hand)</td> <td rowspan="2">Fore</td> <td rowspan="2">Thumb</td> </tr> <tr> <td>Ring</td> <td>Middle</td> </tr> </table> | Thumb | (Right Hand) |  | Ring | Little | Fore | Middle | Little | (Left Hand) |  | Fore | Thumb | Ring | Middle |
| Thumb  | (Right Hand) |                                                                                       | Ring | Little                   |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
|        | Fore         | Middle                                                                                |      |                          |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
| Little | (Left Hand)  |                                                                                       | Fore | Thumb                    |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |
|        | Ring         | Middle                                                                                |      |                          |  |                                                                                                                                                                                                                                                                                                                                                                          |       |              |  |      |        |      |        |        |             |  |      |       |      |        |



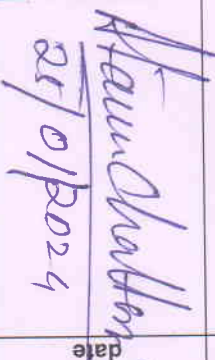
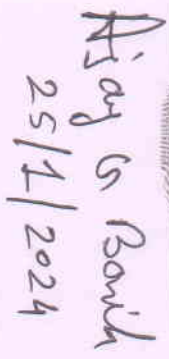
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS, District Name :South 24-Parganas  
Signature / LTI Sheet of Query No/Year 16302000197645/2024

I. Signature of the Person(s) admitting the Execution at Private Residence.

| SI | No. | Name of the Executant                                                                                                                                                                                | Category  | Photo                                                                               | Finger Print                                                                        | Signature with date                                                                              |
|----|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| 1  |     | Mr SAILENDRA KISHORE BHATTACHARYA<br>Baishali Apartment, 18/2, Kalikapur, City:- Not Specified, P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 | Land Lord |  |  | <br>25/01/24  |
| 2  |     | Mrs ARPITA BHATTACHARYA<br>Baishali Apartment, 18/2, Kalikapur, City:- Not Specified, P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099           | Land Lord |   |   | <br>25/01/2024 |

I. Signature of the Person(s) admitting the Execution at Private Residence.

| SI No. | Name of the Executant                                                                                                                                                                                             | Category                            | Photo                                                                               | Finger Print                                                                        | Signature with date                                                                               |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 3      | Mr ATANU CHATTERJEE Narayani Apartment 4th Floor, 809, Madurdah, City:- Not Specified, P.O:- EKT, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107                                     | Representative of Developer [ARYAN] |  |  | <br>25/01/2024 |
| 1      | Mr AJAY KUMAR BARIK Son of Mr Jagadish BHATTACHARYA, Mrs ARPITA BHATTACHARYA, Mr ATANU CHATTERJEE 4, GOVERNMENT PLACE, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, India, PIN:- 700001 | Identifier of                       | Photo                                                                               | Finger Print                                                                        | Signature with date                                                                               |
|        |                                                                                                                                                                                                                   |                                     |  |  | <br>25/1/2024  |

(Jaideb Pal)  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
South 24-Parganas, West Bengal



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



192023240359847808

GRN Details

|                   |                     |                     |                         |
|-------------------|---------------------|---------------------|-------------------------|
| GRN:              | 192023240359847808  | Payment Mode:       | SBI Epay                |
| GRN Date:         | 25/01/2024 12:23:28 | Bank/Gateway:       | SBIePay Payment Gateway |
| BRN :             | 8942498349418       | BRN Date:           | 25/01/2024 12:24:08     |
| Gateway Ref ID:   | 240251965584        | Method:             | HDFC Retail Bank NB     |
| GRIPS Payment ID: | 250120242035984779  | Payment Init. Date: | 25/01/2024 12:23:28     |
| Payment Status:   | Successful          | Payment Ref. No:    | 2000197645/3/2024       |

Depositor Details

Depositor's Name: Mr Atanu Chatterjee  
Address: 809 Madurdaha, Narayani A  
Mobile: 9748003669  
Email: atanu2sept@gmail.com  
Period From (dd/mm/yyyy): 25/01/2024  
Period To (dd/mm/yyyy): 25/01/2024  
Payment Ref ID: 2000197645/3/2024  
Dept Ref ID/DRN: 2000197645/3/2024

Payment Details

| Sl. No. | Payment Ref No    | Head of A/C                              | Description        | Head of A/C | Amount (₹) |
|---------|-------------------|------------------------------------------|--------------------|-------------|------------|
| 1       | 2000197645/3/2024 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 5070        |            |
| 2       | 2000197645/3/2024 | Property Registration- Registration Fees | 0030-03-104-001-16 | 28          |            |

Total

5098

IN WORDS: FIVE THOUSAND NINETY EIGHT ONLY.

## Major Information of the Deed

|                                                                                                                                                                      |                       |                                                           |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------------|------------|
| Deed No :                                                                                                                                                            | 1-1630-00263/2024     | Date of Registration                                      | 29/01/2024 |
| Query No / Year                                                                                                                                                      | 1630-2000197645/2024  | Office where deed is registered                           |            |
| Query Date                                                                                                                                                           | 23/01/2024 8:54:41 PM | D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas |            |
| Applicant Name, Address & Other Details                                                                                                                              |                       |                                                           |            |
| SHUVADIP CHAKRABORTY<br>6, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL,<br>PIN - 700001, Mobile No. : 7278416548, Status : Advocate |                       |                                                           |            |
| Transaction                                                                                                                                                          |                       |                                                           |            |
| Additional Transaction                                                                                                                                               |                       |                                                           |            |
| [0110] Sale, Development Agreement or Construction                                                                                                                   |                       |                                                           |            |
| agreement                                                                                                                                                            |                       |                                                           |            |
| Set Forth value                                                                                                                                                      |                       |                                                           |            |
| Market Value                                                                                                                                                         |                       |                                                           |            |
| Rs. 7,84,082/-                                                                                                                                                       |                       |                                                           |            |
| Stampduty Paid(SD)                                                                                                                                                   |                       |                                                           |            |
| Registration Fee Paid                                                                                                                                                |                       |                                                           |            |
| Rs. 60/- (Article:E, E, E)                                                                                                                                           |                       |                                                           |            |
| Remarks                                                                                                                                                              |                       |                                                           |            |

## Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: LANGALBERIA, Mouza: Langalberia, JI No: 88, Pin Code : 700145

| Sch           | Plot        | Khatian | Land Use     | Area of Land   | SetForth       | Market         | Other Details                                           |
|---------------|-------------|---------|--------------|----------------|----------------|----------------|---------------------------------------------------------|
| No            | Number      | Number  | Proposed ROR | Value (in Rs.) | Value (in Rs.) | Value (in Rs.) |                                                         |
| L1            | LR-784 (RS) | LR-1303 | Bastu        | Shall          | 1152 Sq Ft     | 3,92,041/-     | Width of Approach Road: 20 Ft., Adjacent to Metal Road, |
| L2            | LR-784 (RS) | LR-1303 | Bastu        | Shall          | 1152 Sq Ft     | 3,92,041/-     | Width of Approach Road: 20 Ft., Adjacent to Metal Road, |
| TOTAL :       |             |         |              |                | 5.28Dec        | 0 -/-          | 7,84,082 -/-                                            |
| Grand Total : |             |         |              |                | 5.28Dec        | 0 -/-          | 7,84,082 -/-                                            |

## Land Lord Details :

| SI No | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>Mr SAILENDRA KISHORE BHATTACHARYA</b><br>Son of Hitendra Kishore Bhattacharya Baishali Apartment, 18/2, Kalikapur, City:- Not Specified, P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PAN No.:: AEXXXXXX3N, Aadhaar No: 54xxxxxxx5631, Caste: Hindu, Occupation: Service, Citizen of: India, PIN:- 700099 Sex: Male, By Status: Individual, Executed by: Self, Date of Execution: 25/01/2024<br>, Admitted by: Self, Date of Admission: 25/01/2024, Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/01/2024<br>, Admitted by: Self, Date of Admission: 25/01/2024, Place : Pvt. Residence |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | <p><b>Mrs ARPITA BHATTACHARYA</b></p> <p>Wife of Mr Sallendra Kishore Bhattacharya Baisnali Apartment, 18/2, Kalikapur, City:- Not Specified, P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ADxxxxxx1D, Aadhaar No: 21xxxxxxxx5034, Status: Individual, Executed by: Self, Date of Execution: 25/01/2024</p> <p>, Admitted by: Self, Date of Admission: 25/01/2024, Place : Pvt. Residence, Executed by: Self, Date of Execution: 25/01/2024</p> <p>, Admitted by: Self, Date of Admission: 25/01/2024, Place : Pvt. Residence</p> |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Developer Details : | <table> <tr> <th>Sl No</th><th>Name,Address,Photo,Finger print and Signature</th></tr> <tr> <td>1</td><td> <p><b>ARYAN</b></p> <p>C/47, Survey Park, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 , PAN No.:: AHxxxxxx1L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p> </td></tr> </table> | Sl No | Name,Address,Photo,Finger print and Signature | 1 | <p><b>ARYAN</b></p> <p>C/47, Survey Park, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 , PAN No.:: AHxxxxxx1L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p> |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sl No               | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                                                                                                                                                                      |       |                                               |   |                                                                                                                                                                                                                                                                                     |
| 1                   | <p><b>ARYAN</b></p> <p>C/47, Survey Park, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 , PAN No.:: AHxxxxxx1L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>                                                                                                                                |       |                                               |   |                                                                                                                                                                                                                                                                                     |

| Representative Details : | <table> <tr> <th>Sl No</th><th>Name,Address,Photo,Finger print and Signature</th></tr> <tr> <td>1</td><td> <p><b>Mr ATANU CHATTERJEE (Presentant)</b></p> <p>Son of Late Dipankar Deogharia Narayanl Apartment 4th Floor, 809, Madurdah, City:- Not Specified, P.O:- EKTp, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx1L, Aadhaar No: 32xxxxxxxx3686 Status : Representative, Representative of : ARYAN (as Sole Proprietor)</p> </td></tr> </table> | Sl No | Name,Address,Photo,Finger print and Signature | 1 | <p><b>Mr ATANU CHATTERJEE (Presentant)</b></p> <p>Son of Late Dipankar Deogharia Narayanl Apartment 4th Floor, 809, Madurdah, City:- Not Specified, P.O:- EKTp, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx1L, Aadhaar No: 32xxxxxxxx3686 Status : Representative, Representative of : ARYAN (as Sole Proprietor)</p> |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sl No                    | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |                                               |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1                        | <p><b>Mr ATANU CHATTERJEE (Presentant)</b></p> <p>Son of Late Dipankar Deogharia Narayanl Apartment 4th Floor, 809, Madurdah, City:- Not Specified, P.O:- EKTp, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx1L, Aadhaar No: 32xxxxxxxx3686 Status : Representative, Representative of : ARYAN (as Sole Proprietor)</p>                                                                                                                                |       |                                               |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                                                                                                                                                                                                           |       |              |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------|-----------|
| Identifier Details :                                                                                                                                                                                      |       |              |           |
| Name                                                                                                                                                                                                      | Photo | Finger Print | Signature |
| <div>Mr AJAY KUMAR BARIK</div> <div>Son of Mr Jagadish Barik</div> <div>4, GOVERNMENT PLACE, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001</div> |       |              |           |
| Identifier Of Mr SAILENDRA KISHORE BHATTACHARYA, Mrs ARPITA BHATTACHARYA, Mr ATANU CHATTERJEE                                                                                                             |       |              |           |

| Transfer of property for L1 |                                   |                           |  |
|-----------------------------|-----------------------------------|---------------------------|--|
| Sl.No                       | From                              | To, with area (Name-Area) |  |
| 1                           | Mr SAILENDRA KISHORE BHATTACHARYA | ARYAN-1.32 Dec            |  |
| 2                           | Mrs ARPITA BHATTACHARYA           | ARYAN-1.32 Dec            |  |
| Transfer of property for L2 |                                   |                           |  |
| Sl.No                       | From                              | To, with area (Name-Area) |  |
| 1                           | Mr SAILENDRA KISHORE BHATTACHARYA | ARYAN-1.32 Dec            |  |
| 2                           | Mrs ARPITA BHATTACHARYA           | ARYAN-1.32 Dec            |  |

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: LANGALBERIA, Mouza: Langalberha, JI No: 88, Pin Code : 700145

| Sch No | Plot & Khatian Number                  | Details Of Land                                                                                                |                                                    | Owner name in English as selected by Applicant |
|--------|----------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------------|
| L1     | LR Plot No:- 784, LR Khatian No:- 1303 | Owner:আবিসাম হোসেন শ্রী: শ্রী: , Gurdian: অরুণ হাটহী, Address:লিড , Classification:জমি, Area:0.300000000 Acre, | Seller is not the recorded Owner as per Applicant. |                                                |
| L2     | LR Plot No:- 784, LR Khatian No:- 1303 | Owner:আবিসাম হোসেন শ্রী: শ্রী: , Gurdian: অরুণ হাটহী, Address:লিড , Classification:জমি, Area:0.300000000 Acre, | Seller is not the recorded Owner as per Applicant. |                                                |

On 25-01-2024

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

Presented for registration at 19:10 hrs on 25-01-2024, at the Private residence by Mr ATANU CHATTERJEE .,

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 7,84,082/-

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

Execution is admitted on 25/01/2024 by 1. Mr SAILENDRA KISHORE BHATTACHARYA, Son of Hitendra Kishore

Bhattacharya, Baishali Apartment, 18/2, Kalikapur, P.O: Mukundapur, Thana: Purba Jadabpur, South 24-Parganas,

WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession Service, 2. Mrs ARPITA BHATTACHARYA, Wife

of Mr Sailendra Kishore Bhattacharya, Baishali Apartment, 18/2, Kalikapur, P.O: Mukundapur, Thana: Purba Jadabpur,

, South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession Service

Indefinitely by Mr AJAY KUMAR BARIK, , Son of Mr Jagadish Barik, 4, GOVERNMENT PLACE, P.O: GPO, Thana: Hare

Street, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Others

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

Execution is admitted on 25-01-2024 by Mr ATANU CHATTERJEE, Sole Proprietor, ARYAN (Sole Proprietorship),

C/47, Survey Park, City:- Not Specified, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West

Bengal, India, PIN:- 700075

Indefinitely by Mr AJAY KUMAR BARIK, , Son of Mr Jagadish Barik, 4, GOVERNMENT PLACE, P.O: GPO, Thana: Hare

Street, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Others



Jaideb Pal

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-

PARGANAS

South 24-Parganas, West Bengal

On 29-01-2024

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.

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 32.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 25/01/2024 12:24PM with Govt. Ref. No: 192023240359847808 on 25-01-2024, Amount Rs: 28/-, Bank: SBI

EPay ( SBIPay), Ref. No. 8942498349418 on 25-01-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,070/- and Stamp Duty paid by Stamp Rs 10.00/-,  
by online = Rs 5,070/-  
Description of Stamp  
1. Stamp: Type: Impressed, Serial no 18488, Amount: Rs.10.00/-, Date of Purchase: 26/07/2023, Vendor name:  
Mousumi Ghosh  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 25/01/2024 12:24PM with Govt. Ref. No: 192023240359847808 on 25-01-2024, Amount Rs: 5,070/-, Bank:  
SBI EPay (SBIEPay), Ref. No. 8942498349418 on 25-01-2024, Head of Account 0030-02-103-003-02



**Jaideb Pal**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - V SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**



*Chakraborty*

Digitally signed by Jaideb Pal  
Date: 2024.01.31 17:35:27 +05:30  
Reason: Digital Signing of Deed.

(Jaideb Pal) 31/01/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.