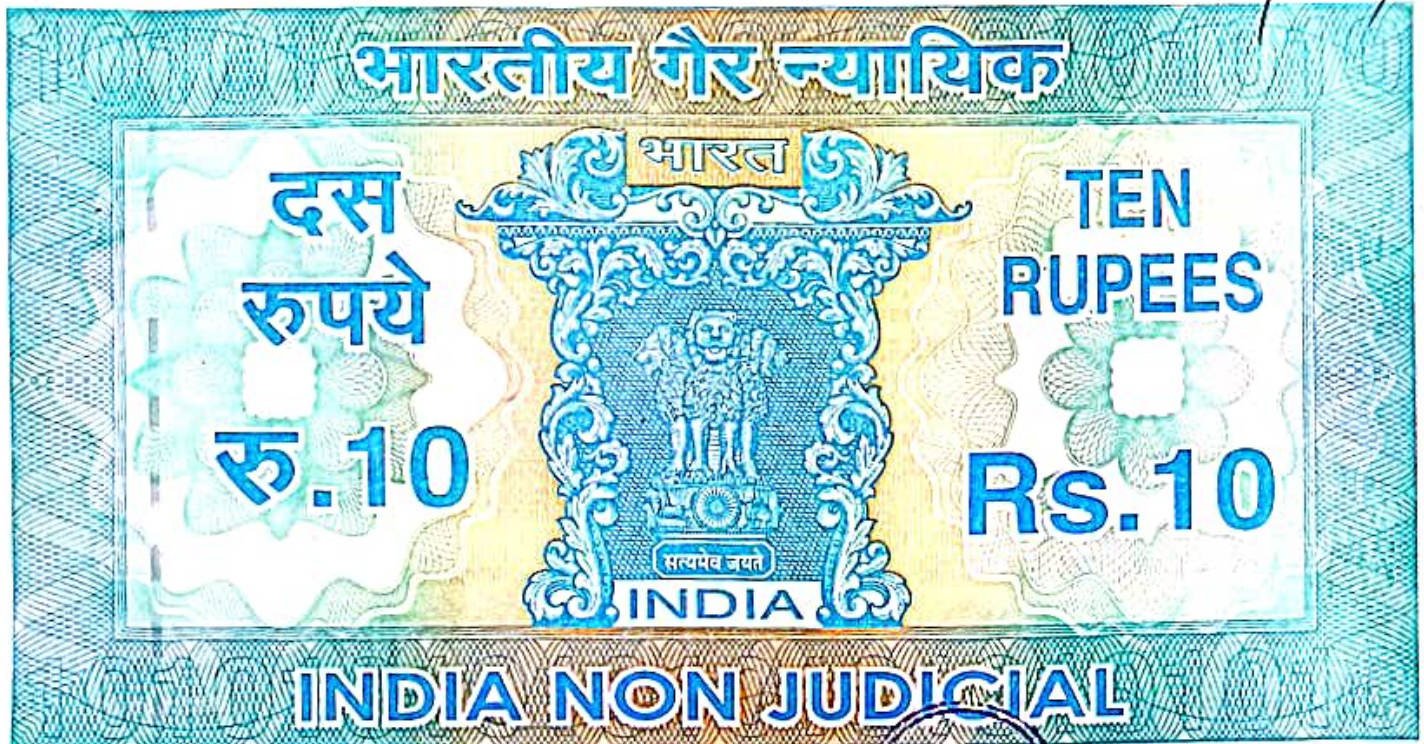


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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



82AB 191281

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

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

9 MAY 2024

Development Agreement and Development Power of Attorney

This Development Agreement is made on this the 9th day of May, 2024 (Two Thousand and Twenty-Four) BETWEEN

073033

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

Name:-RAI MOHAN SINHA (Advocate)

Address:- Alipore Judge's Court

Vendor:Kolkata-27

I. CHAKRABORTY
Dr. Rajendra Prasad Sarani
Kolkata-700 001

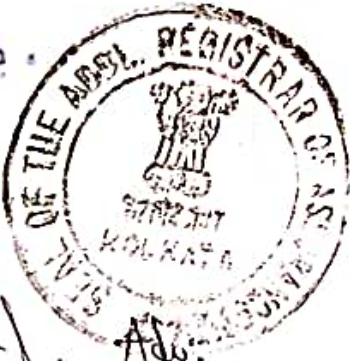
JUN 2023



স্বাক্ষরিত ও মোহরিত এই নথি আদালত
এবং এর প্রমাণস্বরূপ এই নথি
আদালতের নথি হিসেবে সংরক্ষিত
করা হবে।

to witness in Bengali
and in English

30th MAY 2024



to witness in Bengali
and in English

Souvar Daidya
Sho Debbar Daidya
Alipore Judge's Court
Kol- 700027.
(N: 7003320267)

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 9 MAY 2024

Sri Saroj Kumar Giri (PAN - AHUPG3184G; AADHAAR no. 2221 0748 3748), son of Sri Shiv Shankar Giri, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sankarawasan, Helabattala near Telephone Exchange, P.O. Hatiara Road, P.S. Baguiati now Eco Park, Kolkata - 700157, District - North 24 Parganas hereinafter referred to as the **LANDLORD/LANDOWNER** (which term or expression shall unless excluded by or repugnant to the context thereto shall be deemed to mean and include their heirs, executors, assignors, successors, administrators, legal representatives, agents) of the **FIRST PART**.

AND

(PAN - AAQFAD0664M)

Hive Construction Housing Projects, a partnership firm having its registered office at Premises No. 04-0686, Plot No. AAID/2901, Street No- 751, Newtown, Action Area II, near 11 No Tank, Talipark, Kolkata- 700136 represented though its partners **Mr. SUDIP MAITY (PAN - ATOPM0487E; AADHAAR NO. 9414 2144 8090, Mobile no. 8961811314)**, son of Sri Anubhusan Maity, by faith - Hindu, by occupation - business, by nationality - Indian, residing at Chhoto Srikrishnapur, Datan - II, Post Office - Chhoto Srikrishnapur, Police Station - Datan, PIN - 721435, District - Paschim Medinipur, **AND (2) Mr. AZIZUL HAQUE (PAN - AQJPH7233B; AADHAAR NO. 6919 1892 7257, Mobile no. 9874249262)**, son of Sirajul Haque, by faith - Muslim, by occupation - business, by nationality - Indian, residing at Paschim Para, Jatragachi (CT), Post Office - Ghuni, Police Station - New Town, PIN - 700157, District - North 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-interest/office) of the **SECOND PART**.

Sudip Maity

WHEREAS ALL THAT piece and parcel of land admeasuring an area of more or less 54 Decimals of R.S. Dag no. 730 situated at Mouza - Chakpachuria, J.L. no. 33, Reh.Sah. no. 205 ½, under Police Station - **Technocity (previously New Town)** within the jurisdiction of A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas was owned and possessed by one Keshapati Dasi, wife of Late Ram Sardar of Chakpachuria, Police Station - **Technocity (previously New Town)**, District - North 24 Parganas by virtue of several Deeds of Conveyances and she recorded her name in L.R. Krishi Khatian no. 449 and absolutely seized and possessed thereon.

AND WHEREAS by virtue of a Bengali Deed of Conveyance executed on 27th of August, 2007 registered on 18th of March, 2009 registered before the Office of the Additional District Sub Registrar Bidhannagar (Salt Lake City) and recorded in **Book no. I, CD Volume no. 3, Pages - 4934 to 4943, Being no. 02456 for the year 2009** for the valuable consideration therein mentioned, said **Keshapati Dasi sold, transferred, granted and conveyed ALL THAT piece and parcel of more or less 03 Cottahs of Sali land equivalent to more or less 05 Decimals** out of 54 Decimals of land in R.S. and L.R. Dag no. 730 under Krishi Khatian no. 449 at Mouza - Chakpachuria, Pargana - Kolikata, Hal Touzi no. 10, J.L. no. 33, Reh.Sah. no. 205 ½, under Police Station - **Technocity (previously New Town)** within the jurisdiction of A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas in favour of one **Smt. Mousumi Majumder**.



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 9 MAY 2024

AND WHEREAS by virtue of a **Bengali Deed of Conveyance** executed on 27th of August, 2007 registered on 23rd of September, 2008 registered before the Office of the Additional District Sub Registrar Bidhannagar (Salt Lake City) and recorded in Book no. I, CD Volume no. 11, Pages - 13934 to 13943, Being no. 12014 for the year 2008 for the valuable consideration therein mentioned, said Keshpati Dasi sold, transferred, granted and conveyed **ALL THAT** piece and parcel of more or less 05 Cottahs of Sali land out of 54 Decimals of land in R.S. and L.R. Dag no. 730 under Krishi Khatian no. 449 at Mouza - Chakpachuria, Pargana - Kolikata, Hal Touzi no. 10, J.L. no. 33, Reh.Sah. no. 205 ½, under Police Station - **Technocity (previously New Town)** within the jurisdiction of A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas in favour of one **Sri Ashoke Kumar Bhattacharya**.

AND WHEREAS by virtue of a **Bengali Deed of Conveyance** executed on 27th of August, 2007 registered on 9th of October, 2009 registered before the Office of the Additional District Sub Registrar Bidhannagar (Salt Lake City) and recorded in Book no. I, CD Volume no. 9, Pages - 10519 to 10528, Being no. 09196 for the year 2009 for the valuable consideration therein mentioned, said Keshpati Dasi sold, transferred, granted and conveyed **ALL THAT** piece and parcel of more or less 08 Cottahs 05 Chhitaks of Sali land out of 54 Decimals of land in R.S. and L.R. Dag no. 730 under Krishi Khatian no. 449 at Mouza - Chakpachuria, Pargana - Kolikata, Hal Touzi no. 10, J.L. no. 33, Reh.Sah. no. 205 ½, under Police Station - **Technocity (previously New Town)** within the jurisdiction of A.D.S.R. Bidhannagar (Salt Lake City) in the District of North 24 Parganas in favour of one **Sri Nemai Chandra Roy and Smt. Arati Roy**.

AND WHEREAS said Mousumi Majumder recorded her name in L.R. Khatian no. 2730, Ashoke Kumar Bhattacharya recorded his name in L.R. Khatian no. 2518, Nemai Chandra Roy recorded his name in L.R. Khatian no. 2516 and Arati Roy recorded her name in L.R. Khatian no. 2517 and absolutely seized and possessed thereon.

AND WHEREAS thus the said Smt. Mousumi Majumder, Sri Ashoke Kumar Bhattacharya, Sri Nemai Chandra Roy and Smt. Arati Roy herein became the absolute Owner of the land admeasuring more or less 16 Cottahs 05 Chhitaks of land in R.S. & L.R. Dag no. 730 as mentioned above and have been owning and possessing thereon free from all encumbrances and they have every right to sell or transfer the same by any means.

AND WHEREAS the said Smt. Mousumi Majumder, Sri Ashoke Kumar Bhattacharya, Sri Nemai Chandra Roy and Smt. Arati Roy being the then land Owner busy for an urgent piece of business and it is quite impossible on their part to look after in respect of the Sali land admeasuring an area of more or less 16 Cottahs 05 Chhitaks of R.S. and L.R. Dag no. 730 under L.R. Khatian no. Kri 449 (in the name of Keshpati Dasi) at present L.R. Khatian no. 2730 (in the name of Mousumi



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
- 9 MAY 2021



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



090520242004120374

GRIPS Payment Detail

GRIPS Payment ID:	090520242004120374	Payment Init. Date:	09/05/2024 12:40:53
Total Amount:	8055	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	9573275015239	BRN Date:	09/05/2024 12:41:19
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

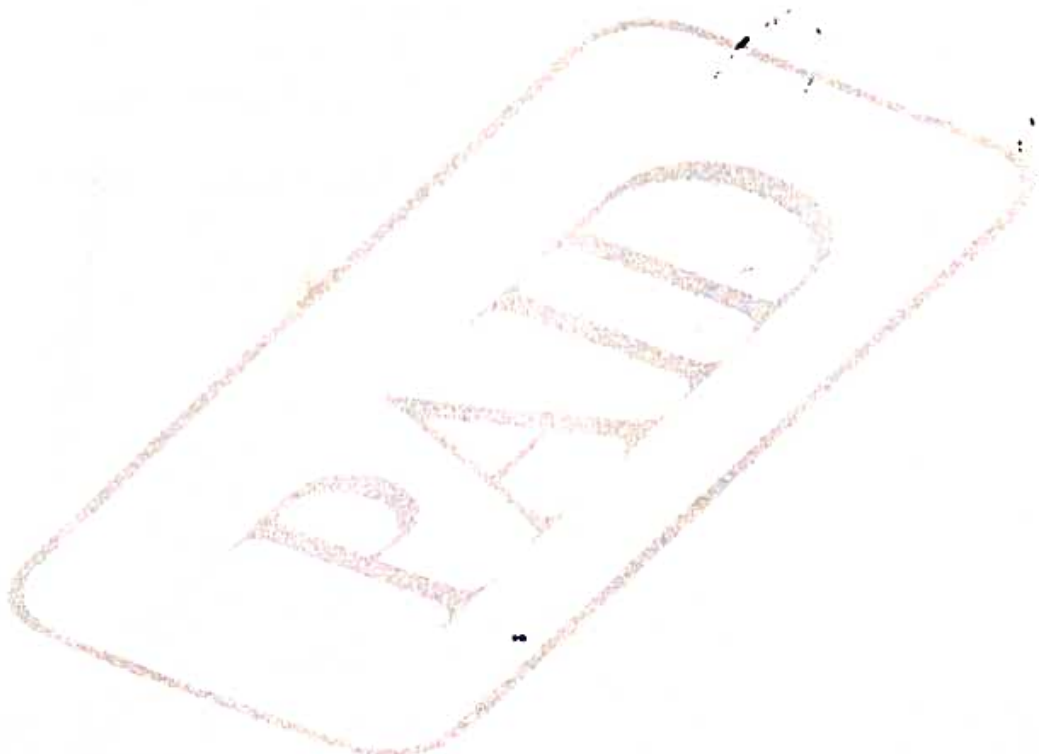
Depositor's Name:	Mr HIVE CONSTRUCTION HOUSING PROJECTS
Mobile:	8961811314

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250041203758	Directorate of Registration & Stamp Revenue	8055
Total			8055

IN WORDS: EIGHT THOUSAND FIFTY FIVE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192024250041203758

GRN Details

GRN:	192024250041203758	Payment Mode:	SBI Epay
GRN Date:	09/05/2024 12:40:53	Bank/Gateway:	SBICPay Payment Gateway
BRN :	9573275015239	BRN Date:	09/05/2024 12:41:19
Gateway Ref ID:	0838665921	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	090520242004120374	Payment Init. Date:	09/05/2024 12:40:53
Payment Status:	Successful	Payment Ref. No:	2001159787/1/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr HIVE CONSTRUCTION HOUSING PROJECTS
Address:	TALIPARK
Mobile:	8961811314
Period From (dd/mm/yyyy):	09/05/2024
Period To (dd/mm/yyyy):	09/05/2024
Payment Ref ID:	2001159787/1/2024
Dept Ref ID/DRN:	2001159787/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001159787/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	7041
2	2001159787/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	1014
Total				8055

IN WORDS: EIGHT THOUSAND FIFTY FIVE ONLY.

Majumder), 2518 (in the name of Ashoke Kumar Bhattacharya), 2516 (in the name of Nemai Chandra Roy) and 2517 (in the name of Arati Roy) situated at Mouza - Chakpachuria, J.L. no. 33, Reh.Sah. no. 205 ½ under P.S. **Technocity (previously New Town)** within the jurisdiction of Additional District Sub Registrar Bidhannagar (Salt Lake City) at present Rajarhat under the limits of the Patharghata Gram Panchayet in the District of North 24 Parganas, State - West Bengal. In view of the circumstances it is necessary and also expedient of them to appoint their nearest faithful person to look after, manage, control and supervise all of their affairs in relation to the said property during their absence and as such on **13th May, 2014** they do hereby constitute, nominate and appoint **Sri Saroj Kumar Giri** by dint of one registered General Power of Attorney recorded in Book no. IV, CD Volume no. I, Pages from 2869 to 2886, Being no. 00242 for the year 2014 registered before the Office of the District Sub Registrar II, Barasat, North 24 Parganas.

AND WHEREAS one **Brahm Deo Singh**, son of Sri Ram Bilash Singh, of Village - Bach, P.O. Ganspur Sarsouna, P.S. Bangara, District - Samastipur, PIN - 848130, represented through his constituted Power of Attorney (Through registered General Power of Attorney dated 02.01.2018, registered before the Office of the Additional District Sub Registrar, Rajarhat and recorded in Book no. IV, Volume no. 1523-2018, Pages from 495 to 511, Being Deed no. 152300002 for the year 2018) Holder **Sri Tapas Ghosh**, son of Late Biswanath Ghosh, of Hatiara Sardar Para, Dishari Apartment, Flat no. A-4, P.O. Hatiara, P.S. New Town, Kolkata - 700157, North 24 Parganas, **purchased in respect of the land admeasuring an area of more or less 06 Cottahs 08 Chhitaks of Sali land out of more or less 16 Cottahs 05 Chhitaks of land appertaining to R.S. and L.R. Dag no. 730** from Smt. Mousumi Majumder, Sri Ashoke Kumar Bhattacharya, Sri Nemai Chandra Roy and Smt. Arati Roy represented through their appointed and constituted Power of Attorney Holder namely **Sri Saroj Kumar Giri** by virtue of a **Deed of Conveyance executed on 4th of July, 2016 and registered on 8th of July, 2016**, registered before the Office of the District Sub Registrar-II, Barasat, District - North 24 Parganas and recorded in Book no. I, Volume no. 1502-2016, Pages from 56214 to 56240, Being no. 150202261 for the year 2016. That thereafter said **Brahm Deo Singh** have been owning and possessing the said landed property free from all encumbrances and he had every right, title and interest to sell, transfer and convey the same by any means.

AND WHEREAS said **Brahm Deo Singh** for urgent need of money sold, transferred and conveyed the said landed property of more or less 06 Cottahs 08 Chhitaks (equivalent to more or less 10.725 Decimals) of Sali land (being Plot no. A/2) out of more or less 16 Cottahs 05 Chhitaks of land appertaining to R.S. and L.R. Dag no. 730 (morefully and particularly described in the Schedule hereunder written) in favour of one **Sri Saroj Kumar Giri**, being the Land Owner to this Development Agreement by dint of one **English Deed of Conveyance dated 14th of August, 2023, registered on 23rd August, 2023** before the Office of the District Sub Registrar III, North 24 Parganas at Barasat and recorded in Book no. I, Volume no. 1525-2023, Pages from 275492 to 275522, Being no. 152510662 for the year 2023 and thereby has been possessing and enjoying the said landed property free from all encumbrances till date.

AND WHEREAS for the purpose of **commercial exploitation of the piece and parcel of land of more or less 06 Cottahs 08 Chhitaks of Sali land** being owned and possessed by the Land Owner herein, approached the Developer of this Agreement for Development proposing to develop their portion of the piece of land and the Developer having accepted the proposal for development of the piece and parcel of land of the Land Owner herein described in the Schedule Below to this Development Agreement, both the parties herein have agreed to execute this Agreement on the terms and conditions hereunder mentioned.

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 and expressions shall have meanings as follows :-
 - 1.1 "Applicable Law"** shall mean all applicable laws, by-laws, rules and regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Government Authority or person acting under the authority of any Government 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 unit 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 purposes of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;
- "Owner"** shall mean and include **Sri Saroj Kumar Giri (PAN - AHUPG3184G; AADHAAR no. 2221 0748 3748)**, son of Sri Shiv Shankar Giri, by faith - Hindu, by occupation - Business, by nationality

- Indian, residing at Sankarawasan, Helabattala near Telephone Exchange, P.O. Hatiara Road, P.S. Baguiati now Eco Park, Kolkata - 700157, District - North 24 Parganas.

"Developer" shall mean and include **Hive Construction Housing Projects**, a partnership firm having its registered office at Premises No. 04-0686, Plot No. AAID/2901, Street No- 751, Newtown, Action Area II, near 11 No Tank, Talipark, Kolkata- 700136 represented though its partners **Mr. SUDIP MAITY (PAN - ATOPM0487E; AADHAAR NO. 9414 2144 8090, Mobile no. 8961811314)**, son of Sri Anubhusan Maity, by faith - Hindu, by occupation - business, by nationality - Indian, residing at Chhoto Srikrishnapur, Datan - II, Post Office - Chhoto Srikrishnapur, Police Station - Datan, PIN - 721435, District - Paschim Medinipur, **AND (2) Mr. AZIZUL HAQUE (PAN - AQJPH7233B; AADHAAR NO. 6919 1892 7257, Mobile no. 9874249262)**, son of Sirajul Haque, by faith - Muslim, by occupation - business, by nationality - Indian, residing at Paschim Para, Jatragachi (CT), Post Office - Ghuni, Police Station - New Town, PIN - 700157, District - North 24 Parganas.

"Said Property" shall mean and include **ALL THAT** piece and parcel of Sali land admeasuring an area of more or less 06 Cottahs 08 Chhitaks being an area of more or less 10.7244 Decimals as per record under L.R. Khatian no. 4529 recorded in the name of Saroj Kumar Giri, appertaining to R.S. and L.R. Dag no. 730, L.R. Khatian no. Kri 449, currently renumbered as L.R. Khatian no. 4529, in Mouza - Chakpachuria, Pargana - Kolikata, J.L. no. 33, Reh.Sah. no. 205 ½, Touzi no. 10, District - North 24 Parganas, Police Station - Technocity (previously New Town), Kolkata - 700156 within the limits of B.L. and L.R.O. Rajarhat, within Patharghata Gram Panchayet and under the jurisdiction of Additional District Sub Registrar, Bidhannagar (Salt Lake City) together with all the rights of easement and egress and ingress into the schedule land, more fully and particularly mentioned in the Schedule below.

1.4 "Project" shall mean and include **multi-Storied Building** consisting of residential units, commercial spaces and car parking spaces to be constructed at or upon the land comprised in the "Said Property" in accordance with the Sanction Plan, upon amalgamation of the Said Property with any adjacent land, if available, as per the sole discretion of the Developer. However, the Developer may raise construction over and above the to be sanctioned multi-storied building by obtaining additional sanction building plan from the appropriate authority and in that event the allocation by and between the Land Owner and the Developer shall be such as may be mutually discussed between the parties herein.

1.5 "Units" shall mean and include residential units, commercial spaces and car parking spaces which would be available for independent use and occupation at the said Project.



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ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA
- 9 MAY 2024

1.6 "Car Parking Spaces" shall mean and include car parking spaces both covered and open of the Project.

1.7 "Commercial Units" shall mean and include shops, show-rooms, offices and other spaces meant for commercial use.

1.8 "Development Work" shall mean and include development of the "Said Property" comprised therein and construction of the proposed Project thereat by the Developer as per the sanctioned Plan and also as per the Municipal laws and Building Rules.

1.9 "Sanctioned Plan" shall mean and include the building plan which shall be sanctioned and/or approved by the **Patharghata Gram Panchayat** as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project and also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.

1.10 "Common Parts" shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, underground and overhead water reservoirs, water pipes, water pump and motor, lifts, lift well, lift machine room 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 Project but shall not include the roof and the open spaces on the ground floor level of the Project which are not identified as Common Areas by the Developer. Roof rights shall be with the Developer, Land Owner and also the Purchasers of the Units as would be allotted by the Developer and the Land Owner respectively.

1.11 "Owner' Allocation" shall mean the Owner shall be allotted **40% of the constructed area of the entire multi-storied building AS PER THE sanctioned building plan** obtained from the Patharghata Gram Panchayat comprising of residential unit, Covered commercial space and parking space of the Said Building **together with undivided proportionate share in the land and undivided proportionate share in the Common Parts.**

1.12 "Developer's Allocation" shall mean and include **entire remaining constructed area of the multi-storied building after given to the Land Owner as per the sanctioned building plan** to be obtained from the concerned authority of the Patharghata Gram Panchayat (residential and car parking space, both covered and open and commercial spaces, if any) and other units on the ground floor save and except which shall be allotted to the Owner as mentioned hereinabove, of the Said Building **Together with Roof**



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 9 MAY 2024

Right Together with undivided proportionate share in the land and undivided proportionate share in the Common Parts.

Be it specifically mentioned here that during the entire duration of the course of development and construction of the multi-storied building, the roof right of the structure under construction and to be constructed shall be with the Developer. However, on completion of the multi-storied structure according to the sanctioned building plan after the completion certificate being obtained and possession has been handed over to the Landlords, the right of the roof top of the proposed then already constructed multi-storied building will vest upon all the Flat Owner in common along with the Land Owner.

1.13 "Architect" shall mean and include 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 and also the Municipal laws and Building Rules.

1.14 "Buyers" shall mean and include the intending Buyers/Transferees of the residential units, parking spaces and other saleable spaces at the Project.

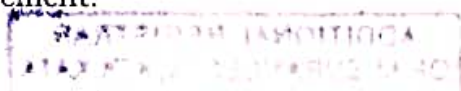
1.15 "Competent Authority" shall mean and include the **Patharghata Gram Panchayat** and also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project.

1.16 "Development Rights" shall mean and include 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 Property from the Owner for the purpose of development and construction of the Project/Complex 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 Complex including water 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 Property 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 within the Developer's Allocation in the Project/Complex and the Said Property 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 within the Developer's Allocation and related undivided interests in the Said Property and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements for transfer with all intending purchasers in respect of all Units and/or saleable areas within the Developer's Allocation in the Project/Complex and the Said Property, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefore and transfer Ownerhips, possession, use or occupation of all Units and/or saleable areas within the Developer's Allocation comprised in the Project to the respective intending Purchasers/Transferees;
- (v) Execute all necessary legal and statutory writings, agreements and documentations including the declarations, affidavits and/or gift deeds for sanction of Plans, amalgamation, licensing or sale of all Units and/or saleable areas within the Developer's Allocation 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 project and the Common Areas, Installations and Facilities constructed upon the Said Property 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 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 Owner, as the case may be including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owner 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 as more elaborately stated in this Agreement.



1.17 "Force Majeure" shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does

not arise from and is not attributable to any 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, general 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 :

- (a) 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;
- (b) Any covenant by the Developer and/or the Owner not to do or commit any acts, deeds or things shall mean and include their respective obligations not to permit such act or thing to be done or committed;
- (c) Reference to recitals, articles, clauses and the Schedules shall be deemed to be reference for those in this Agreement;
- (d) 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;
- (e) The recitals and the Schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement;
- (f) 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. PURPOSE, APPOINTMENT AND THE DATE OF COMMENCEMENT

3.1 Purpose

- 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 Owner with respect to the Said Property 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 co-operations 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 Appointment: 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 Owner hereby appoint the Developer as the Developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

3.3 Commencement: 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 Property by constructing ready to use residential building, complex comprising of various independent car parking spaces, 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:

- i.** The Owner 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 Owner and the Developer are competent to perform their respective obligations hereunder.
 - (b)** This Agreement constitutes valid, legally binding and enforceable obligations;
 - (c)** Both the Owner and the Developers 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 Property in such manner as contemplated in this Agreement;
 - (d)** The execution and/or performance of this Agreement will not conflict with or cause a breach or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument bonding upon the Owner 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, Judgment of any Court of competent jurisdiction

which directly or indirectly affect the Said Property and/or this Agreement.

5.

OWNER'S REPRESENTATIONS: The Owner declare and confirm to have made the undermentioned various representations and assurances to the Developer.

- (a) The "Said Property" is free from all encumbrances, mortgages, charges, liens, *lis pendens*, claims, liabilities, attachments, leases, tenancies, debutter, waqf and trusts whatsoever created made done or suffered by the Owner or Owner's predecessors-in-title.
- (b) The Owner have full and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "Said Property" and that there are no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owner to entrust the development of the "Said Property" to the Developer as per the terms herein recorded.
- (c) The Owner have not entered into any other Development Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Property" which is subsisting on the date of execution hereof.
- (d) The Land Revenue, Municipal Taxes/panchayat taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Property" and the land comprised therein, have been paid up to date by the Owner 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 Owner herein 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 Owner, subject to the term that the Owner shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.
- (e) The "Said Property" is not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or any other such right, which may adversely affect the "Said Property" and/or the Development thereof.
- (f) The "Said Property" is 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.
- (g) There are no subsisting agreement or arrangement entered into by the Owner concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Property" or any part thereof nor is there subsisting any dealing of the Owner with the same in any manner whatsoever.

- (h) The "Said Property" 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 the new building.
- 6.2** The Developer has sufficient means of necessary finance for carrying out the development of the "Said Property" and/or construction of the said Project thereat.
- 6.3** The Developer shall carry out and complete the development in respect of the "Said Property" and/or construction of the said Project strictly in accordance with the sanctioned plan and as per the relevant Municipal Laws/Panchayat 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. SECURITY DEPOSIT:** The Land Owner is paid by the Developer herein with the execution and registration of this Development Agreement and Power of Attorney an amount of Rs. 1,00,000/- (Rupees One Lac) only as refundable security deposit to be refunded to the Developer on the completion of the project and handing over of possession of the Owner's Allocation, as per the memo of consideration mentioned hereinbelow to this Development Agreement.

8. DEVELOPMENT WORK:

- 8.1** The Owner being desirous of development of the Said Property 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 Property" and construction of the said Project thereat as per the Sanctioned Plan and on the terms and conditions herein recorded.
- 8.2** The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Property" and further agree to undertake and carryout the said Project of development of the "Said Property" and construction of the proposed Project as per the Sanctioned Plan thereat in the manner and within the time and on the terms and conditions herein recorded.
- 8.3** The Owner hereby agree to allow the Developer to undertake development of the "Said Property" in accordance with the "Sanctioned Plan".

- 8.4 The Owner should be allowed uninterrupted and unhindered right to inspect the development without prior permission of the Developer during normal working hours by giving minimum 24 Hours prior notice.
- 8.5 It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Property" 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.
- 8.6 The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Property" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Property" for development. It is expressly agreed and declared that juridical possession of the "Said Property" for development shall vest in the Owner until such time the development is contemplated in all regards.

9. DEVELOPER'S OBLIGATIONS AND COVENANTS:

- 9.1 In consideration of the Developer's Allocation 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 Property" and/or construction of the said Project in one or more phases and the same in accordance with the Sanctioned Plan and as per the municipal/Panchayet laws and building Rules and upon observing fulfilling and performing all the terms and conditions of this Agreement.
- 9.2 The Developer shall duly apply for and obtain 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 Property" and/or construction of the said Project in one or more phases as per provision of Municipal Laws. The Developer may cause to be prepared the plans for construction of the said Project by causing and ensuring the consumption of maximum permissible Floor Area Ration (F.A.R.).
- 9.3 The Developer shall also be responsible for soil testing, ground levelling, construction of boundary walls and construction of approach road to the Project at its own costs.
- 9.4 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 Property" and/or construction of the said Project and in this respect, the Owner shall not in any manner be liable or responsible.

- 9.5 The Developer shall not require the Owner to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Property" and/or construction of the proposed Project.
- 9.6 The Development of the "Said Property" and/or construction of the said Project shall be made in one or more phases and the same complete in all respect including installations of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and underground water reservoirs and all other common parts. All the residential Units in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the Second Schedule hereunder written.
- 9.7 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 and the same as per the specifications mentioned in the Second Schedule hereunder written and also 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 the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said Project.
- 9.8 The Developer shall keep the Owner indemnified and harmless against all third-party claims and actions arising out any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "Said Property" and/or construction of the said Project.
- 9.9 The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and the costs thereof shall be borne by the Developer and shall also obtain necessary occupation certificate from the concerned/competent authority as be required under the statutes. However, applying for and obtaining electrical connection within each Unit shall not be the responsibility of the Developer.

- 9.10** The Developer shall erect the said Building at its own costs, obtain sanctioned plan, install pump, tube well, overhead reservoirs, electrifications and Mother Meter for the building as are required to be provided.
- 9.11** The Developer herein shall, unless prevented by Force Majeure reasons (a) carry out and complete the development of the "Said Property" and construction of the Project; (b) obtain completion certificate from the concerned Government Department and also (c) apply for occupation certificate in respect of the Project from the competent authority all positively within 48 months from the date of obtaining Sanctioned building Plan with a grace period of 06 (six) months (hereinafter referred to as the "Project Completion Date").
- 9.12** The Developer shall complete the Construction work of the said Project within the period as contemplated hereinabove. In case the construction work stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.
- 9.13** 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.
- 9.14** The Developer herein shall, notwithstanding anything to the contrary, contained in this Agreement, solely be responsible for planning the Project, development of the "Said Property" and construction of the proposed Project making publicity and marketing the project and also selling or otherwise disposing of the "Units", "Parking Spaces" 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, fulfil and perform all the terms and conditions hereof in connection therewith.
- 9.15** The Developer shall arrange for electric meter for the Owner' Allocation at the cost of the Developer.
- 9.16** The Developer shall provide AC connection in each and every bed room of each flat of Owner' Allocation.

9.17 The Developer shall provide copy of sanctioned building plan, copy of development agreement and copy of power of Attorney made between the present Owner and the Developer herein.

9.18 The Developer herewith agrees with the Owner that during continuance of the construction to be constructed over and above the 'A' schedule property, the Developer at no such circumstances will transfer the project to any Developer or 3rd party at any point of time without any plea or pretext.

9.19 It is further agreed between the Developer and the Owner that after completion of Owner' allocation the Developer shall provide possession letter for each and every flat of the Owner' allocation.

9.20 That after obtaining vacant and peaceful possession of the premises, the Developer shall be entitled to enter upon the premises and do all works for the construction of the said building thereon at its own costs, risks and expenses and supervision.

9.21 That upon obtaining the sanctioned building plan from the Competent Authority, the Developer shall notify the Land Owner about the same within 15 days from the day of getting the sanctioned plan.

9.22 The Developer shall hold and remain in possession of the Premises and it shall always be deemed that the Developer is in possession of the entirety of the Premises in part performance of this Agreement during the subsistence hereof and furthermore, the Developer will not assign this Agreement to any other person/firm.

9.23 That the Developer shall have no right, title and interest whatsoever in the Owner' Allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities which shall solely and exclusively belong and continue to the Land Owner.

10. OWNER'S OBLIGATIONS/COVENANTS:

10.1 The Owner herein shall bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "Said Property" till the date of execution of this Agreement.

10.2 The Owner shall maintain good and marketable title in respect of the "Said Property" till the sale of the proportionate share in the "Said

Property" 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.

10.3 The Owner shall as per its obligations, render its best co-operation and assistance to the Developer in the matter of Developer commencing, carrying out and completing the development of the "Said Property" and/or construction of the "Said Project" as may from time to time be necessary or required.

10.4 The Owner shall not do or 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 Property" and/or construction of the Said Project by the Developer.

10.5 The Owner shall be bound to hand over the originals all the relevant papers and documents in respect of the schedule below property mentioned below to this Development Agreement simultaneous with the execution and registration of this Development Agreement and Power of Attorney before concerned Registration Office, against proper receipt in favour of the Developer herein enabling the Developer to efficiently proceed with the construction and development work. That on the completion of the Project when the possession of the Owner's Allocation will be handed over by the Developer then in that event the originals documents of the schedule below property will be handed over against proper receipt either in favour of the Landlords themselves or in the case of formation of Association of the Building, in favour of the authorized personnel of the Association.

10.6 The Owner 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 at the costs and expenses of the Developer for obtaining original/revised Sanctioned Plan from the competent authority in the name of the Owner. The Owner 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 Property".

10.7 The Owner 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 at the costs and expenses of the Developer.

10.8 The Owner shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining conversion of the Said Property from the Competent Authority as may be required by the Developer in the name of the Owner. The Owner shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer for conversion of the Said Property.

10.9 The Owner shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under West Bengal Land Reforms Act, 1955 and from the Competent Authority as may be required by the Developer in the name of the Owner. The Owner shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer in this regard.

10.10 It is further clarified that if any other clearances, certificates, no objection certificates, conversions, mutations, etc. in respect of the "Said Property" is required whether for the purpose of sanction or construction or anything required thereto, the Developer shall obtain the same in the name of the Owner at the costs and expenses of the Developer.

10.11 The Owner shall not be considered to be liable for any default or breach of their 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 Owner shall remain suspended during the duration of such Force Majeure.

10.12 However, if any existing clearances, certificates, no objection certificates, conversions, mutations, Sanctioned Building Plan, already obtained by the Owner and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk of the Owner. Provided also that in the event of the existing clearance certificates, no-objection

certificates, conversions, mutations and Sanctioned Building Plan already obtained by the Owner and found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance certificates, no-objection, conversions, mutations and Sanctioned Building Plan, the Developer shall not in any manner be liable for the same.

10.13 It is further clarified that if the Owner's title and/or representation in respect of the "Said Property" as aforesaid is found defective or untrue, then the Developer will rectify the same and/or settle the dispute and/or claim thereof on behalf of the Owner and the loss or expenses incurred by the Developer with regard to the said rectification and/or settlement of the said dispute and/or claim shall be adjusted from the Owner's Allocation accordingly.

10.14 That the Landlord shall have to pay an amount of Rs. 50,000/- (Rupees Fifty Thousand) only against each flat of their allocation in favour of the Developer towards the amenities charges for the amenities like Power Back Up Generator, Lift, CCTV, etc.

10.15 That the Land Owner shall take full-fledged initiative to non-encumber (settling any pending civil and/or criminal cases, if any, by or against the Party of the First Part) the Schedule below property within a period of two to three months from the date of execution and registration of the said Development Agreement and Power of Attorney and the Land Owner shall at all times be in contact and communicate the progress of the work to the Developer.

10.16 That the First Part i.e. the Landowner herein agree that the full and entire responsibility of regularising all the land related documents Schedule below property, payment of all arrear and subsequent taxes before the concerned government bodies, conversion, etc. shall at all times be with the Party of the First Part i.e. Saroj Kumar Giri. In case of any delay in regularising the paper works of the schedule land or default in the payment of land taxes/khajnas or conversion, etc., then the computation of time for completion of the entire project Schedule property shall stand extended. Furthermore, the responsibility and expenses for conversion of the nature of the entire schedule land and record of the title before the concerned office of the B.L.&L.R.O shall be with the Landlord.

11. Powers and Authorities

11.1 Power of Attorney for Building Plan Sanction : The Owner hereby grant to the Developer and/or its nominees Power of Attorney for the purpose of getting the Building Plan/s

sanctioned/revalidated/modified/alterd by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.

11.2 Power of Attorney for Construction and sale of Units : The Owner hereby grant to the Developer and/or its nominees Power of Attorney for construction of the Building/s Complex/Project and booking and sale of all Units within the Developer's Allocation.

11.3 Further Acts : The Owner 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 and things and matters, to carry out development of the "Said Property" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Power of Attorney, the Owner hereby undertake that they 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.

11.4 The Owner herein shall not in any manner encumber, sell or otherwise deal with the "Said Property" nor part with the possession of the "Said Property", in any manner whatsoever. This will not however prevent the Owner to deal with the "Owner' Allocation" in terms hereof.

11.5 The detailed powers granted by these presents are given in the **Third Schedule** hereunder.

12. CONSTRUCTION WORK :

12.1 The Construction of the said Project shall be strictly as per the Municipal Laws and/or Building rules, regulations and byelaws framed thereunder and the same strictly in accordance with the Sanctioned Plan. In this respect, the Developer shall keep the Owner 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 Plan and/or in violation of the Municipal/Panchayet Laws and/or the Rules, regulations and byelaws thereunder.

12.2 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 Owner shall not in any manner be responsible.

12.3 The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out 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 Owner shall not in any manner be liable.

12.4 The works of development of the "Said Property" 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 and also as per the Specifications mentioned in the **Second Schedule** hereunder written.

12.5 The Developer hereby assures that the Owner 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.

12.6 The Developer shall be entitled to get the said Property amalgamated by the Owner with other adjacent land.

13. COSTS OF CONSTRUCTION:

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

13.2 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 the development of the "Said Project" and the construction of the proposed Project in one or more phases and the same as per the Sanctioned Plan approved and/or to be revised/modified by the competent Authority.

13.3 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 plan from the Municipality and/or 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.

13.4 It is agreed and made clear that the Developer herein shall be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "Said Property" and/or construction of the proposed Project.

13.5 The Parties have further agreed that so far as to 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 in construction of the said Project.

PUBLICITY AND MARKETING:

- 14.1 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 Parking Spaces and other facilities within the Developer's Allocation comprised in the Projection such terms and conditions and at such prices as may be decided from time to time by the Developer.
- 14.2 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 of 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.
- 14.3 The Developer shall be entitled to receive consideration/allotment money/advance consideration, etc. in its own name in respect of sale of the Units and other areas within the Developer's Allocation 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.
- 14.4 The Owner and the Developer hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for transfer/allotment, booking of any Unit or any other saleable spaces/areas within the Developer's Allocation in the Project to be developed or constructed over the "Said Property" and to accept and receive any request for booking or allotment of any Unit or any other saleable spaces/areas within the Developer's Allocation in the Project to be developed or constructed over the "Said Property".
- 14.5 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 within the Developer's Allocation comprised in the Project shall be appropriated solely by the Developer.
15. 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.

16. SALE OF UNITS/PROJECT:

16.1 The Developer would sale, transfer or otherwise dispose of the Units and/or car parking spaces of the Project within the Developer's Allocation in favour of the intending transferees on leasehold basis and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:

16.1.1 All Sale Deed with regard to the Developer's Allocation may be signed and registered by the Developer, the constituted Attorney appointed by the Owner as per this Agreement and the Development Power of Attorney agreed to be granted by the Owner in favour of the Developer. However, the power and authorities However, the power and authorities as to be given by the Owner to the Developer and/or its representative shall always be subject to fulfilment of all obligations of the Developer towards the Owner.

16.1.2 It has been agreed that the payment of the allotment money by the intending transferees, the entirety of the total Sale proceeds including the earnest monies, part payments and consideration amounts, which the Developer would from time to time received and/or realize on account and in respect of transfer of the several Residential Units, car parking spaces of the Project within the Developer's Allocation would be taken in the name of the Developer and all buyers/transferees shall be notified in respect thereof and deposited in the account of the Developer.

16.1.3 For the transfer of the commercial units, if any constructed in the Project, and other saleable spaces of the Project within the Developer's Allocation as mentioned hereinabove, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest monies, part payments and consideration amounts which the Owner agree and confirm.

16.2 The Parties hereto hereby agree that all agreements, contracts, deeds and documents for transfer of the Residential Units, commercial Units, if any and car parking spaces of the Project shall be drawn upto the terms, conditions and covenants as the Developer may decide with knowledge to the Owner and which the Project Advocate may approve. Further, Owner should also maintain the same format of documents while disposing the Owner's Allocation being part of the said Project to the future allottees.

16.3 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 Property of its said Brand name.

17. ALLOCATION:

"Owner's Allocation" shall mean the Owner shall be allotted 40% of the constructed area of the entire multi-storied building AS PER THE sanctioned building plan obtained from the Patharghata Gram Panchayat comprising of residential unit, Covered commercial space and parking space of the Said Building together with undivided proportionate share in the land and undivided proportionate share in the Common Parts.

"Developer's Allocation" shall mean and include entire remaining constructed area of the multi-storied building after given to the Land Owner as per the sanctioned building plan to be obtained from the concerned authority of the Patharghata Gram Panchayat (residential and car parking space, both covered and open and commercial spaces, if any) and other units on the ground floor save and except which shall be allotted to the Owner as mentioned hereinabove, of the Said Building **Together with Roof Right** Together with undivided proportionate share in the land and undivided proportionate share in the Common Parts. That the rest of the sanctioned area in the ground floor of the multi-storied building shall be totally exclusive allocation of the Developer.

17.1 The Parties agree that the Developer shall be responsible to keep the Owner' Allocation secured from entry of trespassers or any other person who has no legal right over possession on the Owner' Allocation.

17.2 The Parties agree that the Developer shall have the sole, exclusive and absolute right to recover their cost of construction and profits from sale of the Developer's Allocation.

17.3 The Developer hereby agrees and covenants with the Owner not to do any acts, deeds or things whereby the Owner will be prevented from enjoying, seeing, assigning, disposing of the Owner' Allocation or any part of it.

17.4 The Developer shall complete the construction and make the said Project habitable and handover the Owner' Allocation within the Project Completion Date i.e. 48 months from the date of obtaining the Sanctioned Building Plan from the concerned Authority and with a grace period of 6 months as described hereinabove, unless prevented by the circumstances of Force Majeure described hereinabove. After the completion of the Owner' Allocation, the Developer will inform the Owner to take possession of the Owner' Allocation in favour of the Owner in writing via Speed Post/Registered Post and the Owner shall be bound to take the possession of the

Owner' Allocation within 07 (seven) days from the date of issuance of the said letter and if the Owner fail to take delivery of the Owner' Allocation within the stipulated period then it shall be deemed that satisfactory physical possession of the Owner' Allocation has been handed over to the Owner by the Developer on the seventh day of the date of issuance of the said letter and the Developer shall have no responsibility with regard to the Owner' Allocation thereafter. That in case of any delay in completion of the entire project beyond the period as stipulated hereinabove, except the conditions of Force Majeure, the Developer shall be liable to pay compensation as per the prevailing banking interest rate calculable per annum over the rate per square feet of the entire Owner's Allocation fixed between the parties herein.

- 17.5 Neither party shall use or permit to be used with the respective allocation in the building or any part or portion thereof for carrying on any obnoxious, illegal and immoral trade or activity and not be use the same for any purpose which may cause any nuisance or hazard to the occupiers of the said Project/Complex.
- 17.6 Neither party shall demolish or permit demolition or any wall or other structure in their respective allocation or any portion thereof and make any structural alteration after completion of the said Project without the written permission of the Society.

18. **RATES, TAXES AND MAINTENANCE:**

- 18.1 The Owner herein shall bear and pay the land revenue, Panchayet/Municipal taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" for the period till the date of execution hereof.
- 18.2 On and from the date of execution of this Presents, the Developer herein shall bear and pay the land revenue as also the Municipality Taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" till the Developer complete construction of the Project and after handing over possession of the Owner' Allocation, the Developer and the Owner shall be liable to pay the rates and taxes and other levies in respect of their final allocation settled between the Owner and the Developer accordingly.
- 18.3 On and from the date of completion of the proposed Project as also making over the possession of the several Units and Car Parking spaces of the Project to the buyers and/or the transferees, the Buyers/Transferees shall be responsible to bear and pay the land revenue, Panchayet/Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Commercial Units, if any and/or car parking spaces.

18.4 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 Project as also maintenance of the common parts, areas, amenities and facilities at the Project, 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.

18.5 The Developer shall cause an Association/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 Project. The Developer shall also be responsible to frame the rules, regulations and bye laws of such Management Association/Syndicate/Company.

19. **CERTAIN DEFAULTS AND CONSEQUENCES:**

19.1 In case the Developer fails to construct and complete the Project within completion time as contemplated hereinabove then and in such event, the Developer shall be entitled to a further grace period of 6 (six) months subject to the Developer paying penalty amount to be mutually discussed between the Landlords and the Developer.

19.2 None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided 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 also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such relief/s.

20. **MISCELLANEOUS:**

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

20.2 Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owner of the "Said Property" 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.

20.3 The proposed Project to be erected by the Developer in or upon the land comprised in the "Said Property" shall be named with such name as decided by the Developer.

20.4 On completion of the development of the "Said Project" and construction of the said project as also distribution of the Owner's

Allocation and the Developer's Allocation between the Owner and the Developer respectively as mentioned hereinabove, this Agreement shall stand fulfilled.

20.5 The Owner 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.

20.6 The Owner and/or their authorized representatives shall at all times be entitled to view, inspect the development work and/or construction of the Project at the "Said Property" after giving prior 24 hours notice to the Developer.

20.7 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.

20.8 At all times the Developer hereto shall indemnify and agree to keep the Owner, 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 Owner and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.

20.9 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.

21. NOTICES:

21.1 **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 Owner shall address all such notices and other written communications to **Hive Construction Housing Projects, a partnership firm having its registered office** at Premises No. 04-0686, Plot No. AAID/2901, Street No- 751, Newtown, Action Area II, near 11 No Tank, Talipark, Kolkata- 700136 represented through its partners **Mr. SUDIP MAITY (PAN - ATOPM0487E; AADHAAR NO. 9414 2144 8090, Mobile no. 8961811314)**, son of Sri Anubhusan Maity, by faith - Hindu, by occupation - business, by nationality - Indian, residing at Chhoto Srikrishnapur, Datan - II, Post Office - Chhoto Srikrishnapur, Police Station - Datan, PIN - 721435, District - Paschim Medinipur, **AND (2) Mr. AZIZUL HAQUE (PAN - AQJPH7233B; AADHAAR NO. 6919 1892 7257, Mobile no. 9874249262)**, son of Sirajul Haque, by faith - Muslim, by occupation - business, by nationality - Indian, residing at Paschim Para, Jatragachi (CT), Post Office - Ghuni, Police Station -

New Town, PIN - 700157, District - North 24 Parganas mentioned above and the Developer shall address all such notices and other written communications to the Owner and/or their authorised representatives.

21.2 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 4th day of handing over the same to the postal authorities.

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

21.4 Electronic Mail: Any notice sent by way of electronic mail (E-Mail) shall be considered **not** to have been served.

22. No assignment/nomination: Under no circumstances, wither 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 the "Said Property".

23. DOCUMENTATION:

23.1 All agreements, contracts, deeds, documents for the sale of the units at the Project shall be identical the similar terms and conditions as may be decided by the Developer in consultation with the Owner.

23.2 All deeds, Agreements, documents and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for transfer of Units and other saleable spaces of the Project shall be prepared by Sourav Baidya (Project Advocate) and the same shall be strictly in accordance with the agreed terms under this Agreement.

24. ENTIRE AGREEMENT:

24.1 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.

24.2 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 Property" and/or development thereof as also construction of them 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.

25. AMENDMENTS:

25.1 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.

26. **SEVERABILITY:**

26.1 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.

27. **ARBITRATION AND CONCILIATION:**

27.1 In case of there being any dispute or differences or misunderstandings 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 misunderstanding mutually.

27.2 In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstanding 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 as per the provisions of the Arbitration and Conciliation Act, 2015.

28. **JURISDICTION:**

28.1 The Courts at North 24 Parganas 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 PROPERTY")

ALL THAT piece and parcel of vacant Sali land admeasuring an area of more or less 06 Cottahs 08 Chhitaks, being Plot no. A/2 (equivalent to an area of more or less 10.7244 Decimals as per record under L.R. Khatian no. 4529 recorded in the name of Saroj Kumar Giri), appertaining to R.S. and L.R. Dag no. 730, L.R. Khatian no. Kri 449, currently renumbered as L.R. Khatian no. 4529, in Mouza - Chakpachuria, Pargana - Kolikata, J.L. no. 33, Reh.Sah. no. 205½, Touzi no. 10, District - North 24 Parganas, Police Station - Technocity (previously New Town), Kolkata - 700156 within the limits of B.L. and L.R.O. Rajarhat, within Patharghata Gram Panchayet and under the jurisdiction of Additional District Sub Registrar, Bidhannagar (Salt Lake City) together with all the rights of easement and egress and ingress into the schedule land which is butted and bounded by :-

- On the North : R.S. Dag no. 730, Plot no. A/1;
On the South : R.S. Dag no. 730, Plot no. A/3;
On the East : R.S. Dag no. 730, Plot no. B; and
On the West : R.S. Dag nos. 728 and 729.

THE SECOND SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

- **Foundation: -**

According to structural drawings.

- **Brick** - ACC block/Traditional Brick. The outer wall of the building shall be 6 inches thick, inner walls shall be 5 inches thick and shared wall shall be 5 inches thick.

- **Exteriors: -**

Cement plaster, Putty, cement-based painting over water repellent weather coating.

- **Flooring: -**

Vitrified 2 feet x 2 feet tiles in Bedrooms, living/dining and common areas (lobbies) on all floors of all the residential units.

- **Interiors: -**

Putty inside flats shall be of Berger/equivalent brand. Outer and Inner plaster of the Flat shall be made by the Second Party. Coloring of the common areas together with putty, weather coat and coloring of the outer part of the building shall be undertaken by the Second Part

- **Kitchen: -**

Anti-skid ceramic tiles on floor, Cuddapah kitchen counter, stainless steel sink with one number of taps at each and every kitchen, glazed ceramic tiles dado on the walls above kitchen counter (2 feet x 1 foot), CP fittings of reputed make, granite table top of the kitchen, upto 2.5 feet height ceramic tiles from the table top of kitchen. Kitchen shall have one chimney point, one microwave oven point, one light point and one exhaust fan point.

- **Bathroom-cum-Toilets: -**

Anti-skid ceramic tiles (2 feet x 1 foot) on floor, glazed ceramic tiles dado on the walls upto the height of the bathroom door height, ceramic wash basins, European WC and CP fittings of reputed make. Fittings shall be of Jaquar/Essco/equivalent brand. Bathroom cum Toilet shall consist of hot and cold water line provided with CPVC pipe. Bathroom cum toilet shall have one light point, one fan point (exhaust) and one geyser point.

- **Doors:** - Wooden door frames, Pinewood/sun mica pasting plywood door for main entrance door and magic eye, outside finish, polish teak Veneer, Inside Paint finish, Painted wooden door frames, solid core flush shutters for all internal doors with paint finish. The external main door and inner side doors shall be of sun mica pasting plywood door/laminated solid core flush door. Lock of the main door will be of reputed brand.
- **Lift:** Automatic.
- **Windows:** - Powder coated aluminum frames.
- **Stairs and Stair-Case:** - Granite or Marble for the stairs and side railing for the Stair-Case.
- **Roof:** - Properly waterproofed and heat proofed.
- **Electricals of the Flat:** - Wire of Finolex/V.Guard or equivalent company for the rooms of the Flat along with one A.C. point, two charging points in each bedroom, three light points and one fan point in each room of the Flat, one charging point in the Dining cum Drawing room. The Second Party shall provide one Bed Switch point in any one of the bedrooms, One TV point in the Dining cum Drawing room, one refrigerator point in the kitchen and one washing machine point in any of the available space in the Flat.
- **Plumbing:** Plumbing Fittings of the building shall be of Supreme/Ashirbad/Joy/equivalent brand.
- **Grill :** Balcony 3 feet iron grill.
- **Flooring of the Ground floor and common areas on the ground floor** shall be of Paper Block.
- **Switch :** Anchor/Legrand/V Guard/Indo Asian or equivalent.
- **MCB Box :** Legrand/V Guard/Indo Asian or equivalent.

THE THIRD SCHEDULE ABOVE REFERRED TO

POWER OF ATTORNEY

1. **Sanction, revalidation, modification, extension and alteration of Building Plans and other Statutory Compliances:** To cause sanction, revalidation, modification, extension and alteration of the Building Plans to be prepared and submitted by appointing a qualified person/architect and structural engineer and then to have the same sanctioned and/or revalidated and/or modified and/or extended and/or altered and/or revised by the concerned Patharghata Gram Panchayat the other authorities and to pay fees, costs and charges for such sanction, modification, alteration, revision, extension and revalidation as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate and other certificates from the concerned Patharghata Gram Panchayat and other authorities.
2. **Dealing with Authorities:** To deal with all authorities including but not limited to concerned Patharghata Gram Panchayat and other Authorities for sanction, modification, alteration, extension, revision and re-validation of the Building plans and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required and cause gift of portion of the Said Property in favour of the concerned Patharghata Gram Panchayat and other Authorities for road widening or any other necessities as may be required by the Developer/Attorney.
3. **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.
4. **Amalgamation of Said Property:** To apply and take all steps in order to amalgamate the said property on behalf of the Owner along with the adjacent land.
5. **Regulatory clearances:** To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under (1) West Bengal Land Reforms Act, 1955 and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.

6. **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the said Project on the Said Property.
7. **Construction:** To construct temporary sheds and go-downs for storage of building materials and running of site office and to construct the said Project and/or any other structure on the said Property, in accordance with the Development Agreement.
8. **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Developer/Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Owner.
9. **Signing and execution:** To sign, execute, accept, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, Deed of Gift in favour of the Municipality/Panchayet, confirmations and consents for and in connection with the Said Property, sanction, modifications, alterations, revision and re-validation of the Building Plans, Boundary declaration and to have the same registered and obtain all permissions and clearances as may be required for the same.
10. **Mortgage:** To obtain construction loan from any Bank or financial institution as contemplated within the Development Agreement and/or any part thereof and can sign and execute all documents in this behalf from time to time and arrange for registration of the same from the appropriate authority.
11. **Acceptance of Papers:** To accept notices and service of papers from the concerned Municipality/Gram Panchayet, Fire Brigade/Competent Authority under the Police, both Civil Court and Criminal, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.
12. **Granting receipts:** To received and pay and/or deposit moneys including fees, rent, interest from any person or persons, body or bodies, authority/ies and receive fund and to receive and grant valid receipts and discharges in respect thereof.
13. **Land Revenue:** To make payment of up to date land revenue/municipality/local authority taxes in respect of the said property

by way of approaching the concerned authorities and obtaining necessary orders for such payments and to collect receipt thereof.

14. **Outgoings:** To pay all outgoings, including Municipal/Panchayet Taxes, etc. in respect of the Said Property/Said Project and to collect receipts thereof.
15. **Mutation:** To take all necessary steps and to sign and submit all papers, applications and documents to record the Owner's name as Owner of the Said Property in the Office of the B.L. & L.R.O., the concerned authorities/Municipality/Panchayet, Local authorities and/or any other concerned authorities and to pay fees, costs and charges for that purpose.
16. **Land Conversion:** To take all necessary steps and to sign and submit all papers, applications and documents in connection with change of the nature and character of land contained in the Said Property inter alia by way of approaching the concerned authorities and obtaining necessary orders for conversion of the said Property as may be required or deemed fit by the Developer and thereafter paying fees and charges for the same.
17. **Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Property.
18. **Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
19. **Negotiation and Transfer:** To negotiate for transfer/sublet/assignment and transfer the Units and Parking Spaces in the said Project, and also commercial spaces, if any, in the said Project, comprised in the Developer's Allocation (as defined in the Development Agreement) including any future supplementation/s and as per the terms therein), to the intending buyers, on terms and conditions as be deemed fit by the Developer and to prepare sign, execute and deliver agreements, conveyances and other instruments in this regard.
20. **Received Payments:** To receive all payments with regard to the transfer of the Units and Parking Spaces and Commercial spaces, if any, in the said Project falls within the Developer's Allocation to the intending buyers and acknowledge receipt of the payments.
21. **Permissions and Clearances:** To apply for and obtain all kinds of permissions and clearances required for entering into such agreements, conveyances, sub-lease, assignment and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer of the

Units in the said Project falls within the Developer's Allocation to the intending buyers.

22. Registration and Authentication: To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated, declarations, gifts Deed in favour of Patharghata Gram Panchayat, amalgamation and/or other Authorities (if required), boundary declarations as may be required and to appear before the concerned Registrar for registration of Sale Deeds of, assignments, other instruments for transfer of the Units and parking spaces, and commercial spaces, if any in the said Project falls within the Developer's Allocation and in particular to present for registration, admit execution, have registered and obtain original of said declarations, said Gift Deed in favour of the concerned Patharghata Gram Panchayat and/or other Authorities and Sale Deeds for transfer of the Units and parking spaces, commercial spaces if any, in the said Project falls within the Developer's Allocation.

23. Registration of Sale Deeds: To appear before the concerned Registrar for Registration of Sale Deeds assignments, other instruments for transfer of the Units and Parking Spaces, Commercial Spaces, if any in the said Project falls within the Developer's Allocation and in particular to present for registration, admit execution, have registered and obtain original of Sale Deed from the concerned Registration Office.

24. Legal Action: To take any legal action or to defend any legal proceedings including arbitration proceedings arising out of any matter in respect of the Said Property and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees, etc.

Ratification hereby made: The Owner/Grantors hereby ratify and confirm and agree to ratify and confirm all lawful actions of the Developer/Attorney in pursuance of this Power of Attorney.

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

SIGNED, SEALED AND DELIVERED by

The **Owner/Grantor** abovenamed at
Kolkata in the presence of:-

Shant Sanyal
Vill + Post - Chakpachuria,
Rajarhat, Kol-156.
Sourav Baidya,
Alipore Judges Court,
Kol-27.

SIGNED, SEALED AND DELIVERED by

The **Developer/Attorney** abovenamed at
Kolkata in the presence of:-

Shant Sanyal
Vill + Post - Chakpachuria,
Rajarhat - Kol-156.

Sourav Baidya,
Alipore Judges Court,
Kol-27.

Prepared and Drafted by me,

Sourav Baidya
Adv.

SOURAV BAIDYA
Advocate
Alipore Judges Court
Alipore, Kol-27
Regd. WB/2217/2013.

Sanjay Kumar Ghosh

HIVE CONSTRUCTION HOUSING PROJECTS
Sandip Maity
Partner

HIVE CONSTRUCTION HOUSING PROJECTS
Azizul Haque
Partner

MEMO OF PAYMENT

Received a sum of Rs. 1,00,000/- (Rupees One Lac) only on this date from the Developer with the execution and registration of this Development Agreement and Power of Attorney as refundable security deposit, memo of which is given below and the receipt of which the Landlord hereby acknowledges.

Date	Mode of Payment	Amount
9/5/2024	Transfer To S.K. Gini HC 93562525093	1,00,000/-

Witnesses :

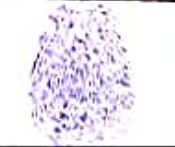
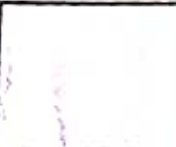
Shant Sanyal

VILTPo Chak Ranchi Sanyal

Pat KOL - 156

Saurav Sanyal

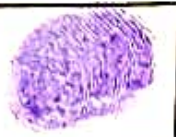
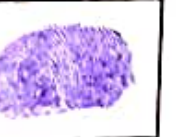
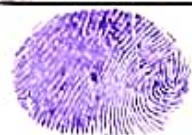
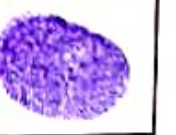
Sanjay Kumar Gini
Signature of the Landlord.

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name

Signature *Sanjay Kumar Gini*

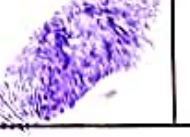
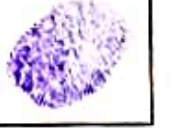


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right hand					

Name *Azizul Haque*

Signature *Azizul Haque*



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left hand					
right hand					

Name *Sudip Maity*

Signature *Sudip Maity*

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left hand					
right hand					

Name

Signature

Major Information of the Deed

Deed No :	I-1904-06636/2024	Date of Registration	09/05/2024
Query No / Year	1904-2001159787/2024	Office where deed is registered	
Query Date	09/05/2024 9:19:24 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sourav Baidya 889/1A DH Road, Kol 63, Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700063, Mobile No. : 7003320267, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
	Rs. 43,43,625/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,051/- (Article:48(g))	Rs. 1,098/- (Article:E, E, B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria, JI No: 33, Touzi No: 10 Pin Code : 700156

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-730 (RS :-)	LR-4529	Bastu Shali	6 Katha 8 Chatak		43,43,625/-	Width of Approach Road: 25 Ft.,
Grand Total :				10.725Dec	0/-	43,43,625/-	

Land Lord Details :

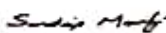
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SAROJ KUMAR GIRI Son of Shri SHIV SHANKAR GIRI Executed by: Self, Date of Execution: 09/05/2024 , Admitted by: Self, Date of Admission: 09/05/2024 ,Place : Office		 Captured	
	SANKARAWASAN, HELABATTALA, City:- Not Specified, P.O:- HATIARA ROAD, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.: AHxxxxxx4G, Aadhaar No: 22xxxxxxxx3748, Status :Individual, Executed by: Self, Date of Execution: 09/05/2024 , Admitted by: Self, Date of Admission: 09/05/2024 ,Place : Office			

Developer Details :

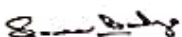
SI No	Name,Address,Photo,Finger print and Signature
1	HIVE CONSTRUCTION HOUSING PROJECTS 04-0686, PLOT NO. AAID/2901, STREET NO. 751, NEW TOWN, ACTION AREA II, TALIPARK, City:- Not Specified, P.O:- NEW TOWN, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Date of Incorporation:XX-XX-2XX3 , PAN No.:: AAxxxxxx4M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SUDIP MAITY (Presentant) Son of Shri ANUBHUSAN MAITY Date of Execution - 09/05/2024, , Admitted by: Self, Date of Admission: 09/05/2024, Place of Admission of Execution: Office	 May 9 2024 5 49PM	 Captured LTI 09/05/2024	 09/05/2024
CHHOTO SRIKRISHNAPUR, DATAN, City:- Not Specified, P.O:- CHHOTO SRIKRISHNAPUR, P.S:- Datan, District:-Paschim Midnapore, West Bengal, India, PIN:- 721435, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: ATxxxxxx7E, Aadhaar No: 94xxxxxxxx8090 Status : Representative, Representative of : HIVE CONSTRUCTION HOUSING PROJECTS (as PARTNER)				
2	Name	Photo	Finger Print	Signature
	Mr AZIZUL HAQUE Son of Late SIRAJUL HAQUE Date of Execution - 09/05/2024, , Admitted by: Self, Date of Admission: 09/05/2024, Place of Admission of Execution: Office	 May 9 2024 5 51PM	 Captured LTI 09/05/2024	 09/05/2024
PASCHIM PARA JATRAGACHI, City:- Not Specified, P.O:- GHUNI, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.:: AQxxxxxx3B, Aadhaar No: 69xxxxxxxx7257 Status : Representative, Representative of : HIVE CONSTRUCTION HOUSING PROJECTS (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SOURAV BAIDYA Son of Mr DEBDAS BAIDYA ALIPORE JUDGES COURT, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 09/05/2024	 Captured 09/05/2024	 09/05/2024

Identifier Of Shri SAROJ KUMAR GIRI, Mr SUDIP MAITY, Mr AZIZUL HAQUE

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri SAROJ KUMAR GIRI	HIVE CONSTRUCTION HOUSING PROJECTS-10.725 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria, JI No: 33,
Touzi No: 10 Pin Code : 700156

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 730, LR Khatian No:- 4529	Owner:শরোজ কুমার গিরি, Gurdian:পির শফর, Address:বিরজ , Classification:শদি, Area:0.11000000 Acre,	Shri SAROJ KUMAR GIRI

Endorsement For Deed Number : I - 190406636 / 2024

09-05-2024

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 (a) of Indian Stamp Act 1899.

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

Presented for registration at 15:54 hrs on 09-05-2024, at the Office of the A.R.A. - IV KOLKATA by Mr SUDIP MAITY

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 43,43,625/-

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

Execution is admitted on 09/05/2024 by Shri SAROJ KUMAR GIRI, Son of Shri SHIV SHANKAR GIRI, SANKARAWASAN, HELABATTALA, P.O: HATIARA ROAD, Thana: Bagulati, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Business

Indetified by Mr SOURAV BAIDYA, . . Son of Mr DEBDAS BAIDYA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 09-05-2024 by Mr SUDIP MAITY, PARTNER, HIVE CONSTRUCTION HOUSING PROJECTS (Partnership Firm), 04-0686, PLOT NO. AAID/2901, STREET NO. 751, NEW TOWN, ACTION AREA II, TALIPARK, City:- Not Specified, P.O:- NEW TOWN, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Indetified by Mr SOURAV BAIDYA, . . Son of Mr DEBDAS BAIDYA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 09-05-2024 by Mr AZIZUL HAQUE, PARTNER, HIVE CONSTRUCTION HOUSING PROJECTS (Partnership Firm), 04-0686, PLOT NO. AAID/2901, STREET NO. 751, NEW TOWN, ACTION AREA II, TALIPARK, City:- Not Specified, P.O:- NEW TOWN, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700136

Indetified by Mr SOURAV BAIDYA, . . Son of Mr DEBDAS BAIDYA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,098.00/- (B = Rs 1,000.00/- , E = Rs 14.00/- , I = Rs 55.00/- , M(a) = Rs 25.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 1,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/05/2024 12:41PM with Govt. Ref. No: 192024250041203758 on 09-05-2024, Amount Rs: 1,014/-, Bank: SBI EPay (SBIEPay), Ref. No. 9573275015239 on 09-05-2024, Head of Account 0030-03-104-001-16

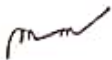
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,051/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 7,041/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 73033, Amount: Rs.10.00/-, Date of Purchase: 01/06/2023, Vendor name: I Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 09/05/2024 12:41PM with Govt. Ref. No: 192024250041203758 on 09-05-2024, Amount Rs: 7,041/-, Bank: SBI EPay (SBIPay), Ref. No. 9573275015239 on 09-05-2024, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 407701 to 407751
being No 190406636 for the year 2024.



mm

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.05.29 15:28:59 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 29/05/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.