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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A.R.A.
IV

70AB 902615

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

Additional Registrar of
Assurances-IV, Kolkata

Additional Registrar of
Assurances-IV, Kolkata

28 APR 2023

REGISTERED DEVELOPMENT AGREEMENT along with
REGISTERED DEVELOPMENT POWER OF ATTORNEY

THIS INDENTURE AND POWER OF ATTORNEY is made on this 28th
day of April, Two Thousand Twenty Three (2023).

BETWEEN

SWAPNADIP DAS
Advocate
Office Street,

NAME: G. Old Chambers
ADD: Ground Floor, Room No. 56
Ra: Kolkata-700001
26 AUG 2022
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
28 & K. B. Roy Road, Kol-1

263839

26 AUG 2022

26 AUG 2022



Stamp and the document is submitted to
Registration. The Stamp is placed on the
document after it is submitted to the
Registrar.

Additional Registrar of
Assurances IV, Kolkata

28 APR 2023



Additional Registrar of
Assurances IV, Kolkata

ADDITIONAL REGISTRAR
OF ASSURANCES IV, KOLKATA
28 APR 2023



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



192023240032169968

GRN Details

GRN:	192023240032169968	Payment Mode:	SBI Epay
GRN Date:	27/04/2023 20:21:36	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	1570603569119	BRN Date:	27/04/2023 20:22:00
Gateway Ref ID:	3117202227054823	Method:	CSC Wallet WALLET
GRIPS Payment ID:	270420232003216995	Payment Init. Date:	27/04/2023 20:21:36
Payment Status:	Successful	Payment Ref. No:	2001044176/2/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SWEET HUT INFRASTRUCTURE PRIVA
Address:	SYNTHESIS BUSINESS PARK, OPPOSITE ECO PARK, NEW TOWN, P.O:- NEW TOWN, P.S:- New Town West Bengal, India, PIN:- 700156
Mobile:	9830168651
Period From (dd/mm/yyyy):	27/04/2023
Period To (dd/mm/yyyy):	27/04/2023
Payment Ref ID:	2001044176/2/2023
Dept Ref ID/DRN:	2001044176/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001044176/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	5061
2	2001044176/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	5028
Total				10089

IN WORDS: TEN THOUSAND EIGHTY NINE ONLY.

PAID

Ranu Karmakar

(1). **RUMA KARMAKAR**, (PAN no. **BFZPK9366Q**), (Aadhaar No. **9468 5063 8731**), (Phone No. **9143906064**) widow of late Sukumar Karmakar, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at Village - Bhatenda, Ramesh Mitra Road, Rajarhat, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700135, West Bengal; (2). **ARYABAN KARMAKAR** (PAN no. **LGVPK6487P**), (Aadhaar No. **3961 9115 5591**), (Phone No. **8777702195**) son of late Sukumar Karmakar, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Village - Bhatenda, Ramesh Mitra Road, Rajarhat, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700135, West Bengal; hereinafter called the "**Owners**" (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include **their** heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **ONE PART**.

AND

SWEET HUT INFRASTRUCTURE PRIVATE LIMITED, (PAN No. **AAOCS9984L**), a Private Limited Company, having its office at Synthesis Business Park, 7th Floor, Block - A, Room No. - 12, opposite Eco Park Gate no. 2, Action area - 2A, New Town, P.O. New Town, P.S. Rajarhat, District - 24 Parganas (north), Pin code - 700156, State - West Bengal, represented through its Managing Director namely **SRI. ARINDAM BANERJEE**, (PAN no. **AFFPB8754F**) & (**MOBILE NO. 8910688473**), son of late Alok Banerjee, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at "Siddha Pines", Block - Silver1, Flat - SL401, opposite Derozio College, Rajarhat Giopalpur, P.O. & P.S. Rajarhat, District - 24 Parganas (North), Pin code - 700136, State - West Bengal, hereinafter called and referred to as the "**DEVELOPER / PROMOTER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **its** legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **OTHER PART**.

1. Recitals & Background of the Premises :

Absolute Ownership of Kiran Chandra Karmakar : Kiran Chandra Karmakar was the absolute owner of **49 satak** land lying and situated at **Mouza - Bhatenda**, J.L No. 28, Touzi No.2998, **R.S./L.R. Dag No. 586** corresponding to **R.S./L.R. Khatian No. 349**, **Bishnupur-I Gram Panchayet, P.S. Rajarhat, A.D.S.R. Office Bidhannagar, Salt Lake City** (Presently Rajarhat, Newtown) Pargana - **Kalikata**.

Ownership of Rajarhat Siksha Niketan : By an **Indenture of Binimoy Deed dated 23.12.1955** registered in the office of Kashipore, Dum Dum recorded in **Deed No. 9921 for the year 1955**, **Kiran Chandra Karmakar** transferred **5 decimal** land in favour of **Rajarhat Siksha Niketan**.

Demise of Kiran Chandra Karmakar : Kiran Chandra Karmakar died intestate leaving behind as his legal heir and heiress **2 (two) wives** namely **Smt. Durba Rani Karmakar** and **Bimala Bala Karmakar**, **7 (seven) sons** namely **Ashutosh Karmakar, Sunil Karmakar, Sushil Karmakar, Anil Chandra Karmakar, Krishna Chandra Karmakar, Sushanto Karmakar, Sukumar Karmakar** and **4 (four) daughters** namely **Reba Karmakar, Renuka Ghosh, Indubala Karmakar** and **Nalini Karmakar** who jointly inherited **49 satak** land.

1.1. Absolute Ownership of Sukumar Karmakar: Sukumar Karmakar became the absolute owner of **4 decimal** by virtue of inheritance from his father **Kiran Chandra Karmakar**.

Record of Rights: Sukumar Karmakar recorded his name with the Block Land and Land Reforms Office under **L.R. Khatian No. 820** and has been paying taxes from time to time.

Demise of Sukumar Karmakar : Sukumar Karmakar died intestate on 12.09.2016 leaving behind as his legal heir and heiress **his mother Bimala Bala Karmakar**, widow of late Kiran Chandra Karmakar, **wife Ruma Karmakar**, widow of late Sukumar Karmakar and son **Aryaban Karmakar** who jointly inherited their equal shares from the Property owned by their husband and father **i.e., 1.33 decimal each**.

1.2. Project property : **ALL THAT** piece and parcel of undivided land admeasuring **2.67 (two point Six Seven) decimal more or less** out of **4(four) decimal more or less** lying and situated at **Mouza - Bhatenda**, J.L No. 28, Touzi No.2998, **L.R. Dag No. 586** corresponding to **L.R. Khatian No. 820, Bishnupur-I Gram Panchayet, P.S. Rajarhat**,



A.D.S.R. Office Bidhannagar, Salt Lake City (Presently Rajarhat, Newtown) Pargana - Kalikata, District North 24-Parganas, West Bengal, more fully described in the **Schedule 'A'** written hereunder.

1.3. Development Agreement by & between the parties herein :

The **Owners** herein expressed their desire to develop the said premises by constructing a **Multistoried Building** consisting of flats, Garages and Shops etc. on the said land thereon but due to lack of construction fund, the **Owners** jointly approached the **Developer** herein to develop the said premises by constructing a **Multistoried Building** consisting of flats / Garages / Shops etc. on the said land morefully described in the **Schedule 'A'** written hereunder at the cost and expenses of the said **Developer** and accordingly the said **Owners** have agreed to execute one **Registered DEVELOPMENT AGREEMENT** along with **Registered Development Power of Attorney** in favour **SWEET HUT INFRASTRUCTURE PRIVATE LIMITED**, having its Office at Synthesis Business Park, 7th Floor, Block - A, Room No. - 12, opposite Eco Park Gate no. 2, Action area - 2A, New Town, P.O. New Town, P.S. Rajarhat, District - 24 Parganas (north), Pin code - 700156, State - West Bengal, represented by its Managing Director namely **SRI. ARINDAM BANERJEE**, son of late Alok Banerjee, residing at "Siddha Pines", Block - Silver1, Flat - SL401, opposite Derozio College, Rajarhat Giopalpur, P.O. & P.S. Rajarhat, District - 24 Parganas (North), Pin code - 700136, State - West Bengal, **Developer** herein as **their Constituted Attorney** and to avoid future contradiction and confrontation the **Owners** have agreed to execute this Agreement in favour of the **Developer** as mutually agreed upon and the **Owners** herein agreed to develop the aforesaid building on the following terms and conditions.

1.4. Registered Power of Attorney : For the smooth running of the said project, the **Owners** have agreed to execute a **Registered Development Power of Attorney** by which the **Owners** herein will appoint and nominate the **Developer** herein.

2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows :-

ARTICLE - I, DEFINITION

2.1. LAWS/REGULATIONS - For the purpose of this **JOINT DEVELOPMENT AGREEMENT**, unless the context otherwise requires: -

- i. **"Act"** means the Real Estate (Regulations and Development) Act, 2016 (Act 16 of 2016, dated 26.03.2016) as amended by the Real Estate (Regulations and Development) Removal of Difficulties Order, 2016 dated 28.10.2016.
- ii. That the said Development Agreement, the content and the purports thereof shall be primarily guided by the provisions of the afore-mentioned act and order alongwith all its subsequent amendments.
- iii. **"Advertisement"** means any document described or issued a advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment of inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes.
- iv. **"Agreement for sale"** means an agreement entered into the promoter and the allottee.
- v. **"allottee"** in relation to a real estate project, means the person to whom a plot, apartment or building, as the case maybe, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.
- vi. **"apartment"** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified.
- vii. **"architect"** means a person registered as an architect under the provisions of the Architects Act, 1972 (20 of 1972).



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- viii. **"building"** includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes.
- ix. **"car parking area"** means such area as may be prescribed.
- x. **"carpet area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- xi. **"Commencement certificate"** means the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan.
- xii. **"common areas"** mean-
 - a. the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - b. the staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of buildings;
 - c. the common basements, terraces, parks, play areas, open parking areas and common storage spaces.
 - d. the Premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
 - e. installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.
 - f. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
 - g. all community and commercial facilities as provided in the real estate project.
 - h. all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;
- xiii. **"competent authority"** means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property.
- xiv. **"completion certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- xv. **"day"** means the working day, in the concerned State or Union territory, as the case may be, notified by the appropriate Government from time to time;
- xvi. **"development"** with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes re-development;
- xvii. **"development works"** means the external development works and internal development works on immovable property;
- xviii. **"engineer"** means a person who possesses a bachelor degree or equivalent from an institution recognized by the all India Council of Technical Education or any University or any Institution recognized under a law or is registered as any engineer under any law for the time being in force;
- xix. **"external development works"** includes roads and road systems landscaping, water supply, sewage and drainage system, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or any outside, a project for his benefit, as may be proof under the local laws;
- xx. **"family"** includes husband, wife, minor son and unmarried daughter wholly



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- dependent on a person;
- xxi. **"garage"** means a place within a project having a roof and walls on three uncovered parking space such as open parking areas;
- xxii. **"immovable property"** includes land, building, rights of ways, lights or any other benefits arising out of land and things attached to the earth or permanently fastened to anything which is attached to the earth, but not standing timber, standing crops or grass;
- xxiii. **"interest"** means the rates of interest payable by the promoter or the allottee, as the case may be;
- xxiv. **"internal development works"** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit as per sanctioned plans;
- xxv. **"local authority"** means the Municipal Corporation or Municipality or Panchayats or any other local body constituted under any law for the time being in force for providing Municipal Services or basic services, as the case may be in respect of areas under its Jurisdiction
- xxvi. **"occupancy certificate"** means the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- xxvii. **"Promoter"** means,-
- I. a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or
 - II. a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures there on; or
 - a. buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or
 - b. plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or
 - III. any development authority or any other public body in respect of allottees of-
 - IV. an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or
 - V. any other person who acts himself as a builder, colonizer, contractor, promoter, estate promoter or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or
 - VI. Such other person who constructs any building or apartment for sale to the general public.
- xxviii. **"prospectus"** means any document described or issued as a prospectus or any notice, circular, or other document offering for sale of any real estate project or inviting any person to make advances or deposits for such purposes;
- xxix. **"real estate agent"** means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who



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introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case maybe, and includes property dealers, brokers, middlemen by whatever name called;

- xxx. **"real estate project"** means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case maybe, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;
- xxxi. **"regulations"** means the regulations made by the Authority under this Act;
- xxxii. **"rule"** means the rules made under this Act by the State Government;
- xxxiii. **"sanctioned plan"** means the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project;
- xxxiv. **"State Government"** means the State Government in the Housing Department;

Words and expressions used herein but not defined in this Act and defined in any law for the time being in force or in the municipal laws or such other relevant laws of the State Government shall have the same meanings respectively assigned to them in those laws.

2.2. OWNERS / VENDORS SHALL MEAN

RUMA KARMAKAR, widow of late Sukumar Karmakar, residing at Village - Bhatenda, Ramesh Mitra Road, Rajarhat, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700135, West Bengal; **ARYABAN KARMAKAR** son of late Sukumar Karmakar, residing at Village - Bhatenda, Ramesh Mitra Road, Rajarhat, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700135, West Bengal, to execute all sorts of documents in connection with the Development of the land mentioned in **Schedule 'A'** written hereunder and for executing any sorts of documents, Agreements and also to give Power of Attorney on behalf of the Company to **SWEET HUT INFRASTRUCTURE PRIVATE LIMITED**, for the purpose of Development, Sale and to register all Sale Deeds / Conveyances in favour of the prospective purchaser.

2.3. DEVELOPER / PROMOTER SHALL MEAN

SWEET HUT INFRASTRUCTURE PRIVATE LIMITED, represented through its Managing Director namely **SRI. ARINDAM BANERJEE** and its respective heirs, legal representative, successor, administrator, successor-in-interest and assigns.

2.4. PREMISES / LAND SHALL MEAN

ALL THAT piece and parcel of undivided land admeasuring **2.67 (two point Six Seven) decimal more or less** out of 4(four) decimal more or less lying and situated at **Mouza - Bhatenda, J.L No. 28, Touzi No.2998, L.R. Dag No. 586** corresponding to **L.R. Khatian No. 820, Bishnupur-I Gram Panchayet, P.S. Rajarhat, A.D.S.R. Office Bidhannagar, Salt Lake City (Presently Rajarhat, Newtown) Pargana - Kalikata, District North 24-Parganas, West Bengal.**

2.5. BUILDING

Shall mean **Multistoried Building** to be constructed by the **Developer** herein according to the sanctioned plan issued by the competent authorities including, in the District of 24-Parganas (North) on the said plot of land more fully and particularly described in the **Schedule 'A'** written hereunder and referred to as the **"SAID BUILDING"**.

2.6. COMMON FACILITIES AND AMENITIES :

Shall mean entrance of the building, corridor, staircase, passage, driveway, lift, machine room, overhead water tank, water pump and motor and other facilities which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

2.7. THE ARCHITECT

Shall mean such person or persons who may be appointed by the **Developer** for



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designing, planning and supervision of the building.

2.8. BUILDING PLAN

Shall mean such plan prepared by the Architect for construction of the building or modified plan and sanctioned by the **Rajarhat Bishnupur 1 No. Gram Panchayet** and / or any other such competent authorities as the case may be and amended thereof.

2.9. PROJECT

shall mean the work of development undertaken and to be done by the **Developer** in respect of the Premises in pursuance of the Agreement and / or any modification or extension thereof till such development of the Premises be completed and possession of the completed Flats be made over to the Unit **Owners**.

2.10. FORCE MAJEURE

Shall include natural calamities, Act of God, flood, pandemic situation like Covid 19, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or charges in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the **Developer**.

2.11. SALABLE SPACE :

Shall mean the constructed space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the **Owner's allocation**.

2.12. LAND OWNER'S ALLOCATION :

It has been further agreed by and between the parties herein that the **Owners** will get the following :-

a. A sum of Rs. 5,00,000/- (Rupees Five Lacs) only will be paid by the **Developer** to the **Owners** as refundable.

b. 3 (three) residential flats each measuring 800 (eight hundred) sq.ft. to 850 (eight hundred and fifty) sq.ft. super built up area more or less and 3 (three) Car Parking Space from the proposed building which will be constructed on the **Schedule "A"** property hereinabove as per proposed valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid **Schedule "A"** property save and except the **Developer's Allocation** more fully described in the **Schedule "C"** hereinafter along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof in respect thereof.

c. The **Owners** can choose 1 (one) Flat from the first floor, 1 (one) Flat from the second floor and 1 (one) Flat from the third floor of the building.

d. Apart from the **Owner's allocation** mentioned in **Schedule 'B'** hereof, the **Owners** are also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'D' & Schedule 'E'** hereof.

e. That it is agreed by and between the parties hereto that the allocation mentioned in paragraph 2.12 (a & b) and also Common facilities morefully mentioned in **Schedule 'D' & Schedule 'E'** respectively here of Agreement written hereunder would be the full and final consideration of the **Owners**.

2.13. DEVELOPER / PROMOTER'S ALLOCATION :

Shall mean remaining Flat(s) of the constructed area of the proposed **Multistoried Building** (excluding **Owner's allocation**), including the proportionate share of common facilities, common parts and common amenities of the building which is more fully described in the **Schedule 'D' & Schedule 'E'** respectively written hereunder.

2.14. BUILT UP AREA / COVERED-AREA :

Shall mean the plinth area of that Flat including the area of bathrooms, balconies and terraces, in any apartment thereto and also the thickness of the walls (external or internal), the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, the one-half of the area under such wall, column or pillar shall be included in each such Flat.

2.15. SUPER BUILT-UP AREA

Shall mean the area of a Flat to be computed by adding the Built-up Area of the Flat



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with proportionate share in the Common Portions & Common services i.e. Driveways, Walkways, Security rooms, Boundary walls, Drains, Septic tanks, Underground reservoirs, Service toilets, Maintenance room, Generator room, Electrical rooms, Gym room, Community Hall and any other additional Space provided for common services. For convenience of calculation the **Developer** may ascertain a percentage (25% more or less of the Built up Area) to calculate the Super Built up Area, as may be deemed appropriate by the **Developer** in its absolute discretion.

2.16. APPLICABLE LAW

Shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter and shall include Change in Laws.

2.17. ADVOCATE FOR THE PROJECT

Shall mean Mr. Swapnadip Das, Advocate having his Office at no.6. Old Post Office Street, ground floor, Room no.56, Kolkata – 700001.

2.18. TRANSFEREE

Shall mean a person / firm / limited company / association of person to whom any space in the building has been transferred.

2.19. SINGULAR

Shall include plural and vice versa.

2.20. MASCULINE GENDER

Shall include feminine and neutral genders and vice versa.

ARTICLE - II, COMMENCEMENT

3.1. This Agreement shall be deemed to have been commenced on and with effect from the date of registration.

ARTICLE - III, OWNER'S RIGHT & REPRESENTATION

4.1. Rightful legal possession

4.1.A. The **Owners** are now seized and possessed of and / or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as immediate possession to the **Developer** to develop the said premises. The **Owners** hereby represent and covenant that the land comprising the Said Property is butted and bounded on all sides as per plan annexed herewith.

4.1.B. There is/are no existing agreement(s) regarding the development or sale of the said premises and that all other agreement(s) if any made prior to this agreement, be treated as cancelled and the **Owners** agree to indemnify and keep indemnified the **Developer** against any or all claims made by any third party in respect of the said premises and the **Developer** has or shall have no liability in this regard. That the **Owners** shall handover the vacant peaceful and exclusive possession of the aforesaid property after meeting all liabilities pertaining to project property to the **Developer** and the **Owners** have not executed any Power of Attorney in respect of the Said Property or any part thereof for any purpose whatsoever in favour of any person and the **Owners** have not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the Said Property or any part thereof.

4.1.C. The **Owners** shall pay and clear up all the arrears on account of Khajna/ Municipal / Panchayat taxes and outgoing of the said project land up to the date of execution of this instant agreement. It is further agreed by and between the parties that the **Owners** shall not pay any taxes and municipal taxes and other taxes in respect of the said project property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said property would be borne by the **Developer** from the date of execution of these presents till the date of handing over the entire share of the sale proceeds as per **Owner's allocation** mentioned herein above. After getting the Possession Letter of Flats/Units/Car Parking Spaces as per **Owner's allocation** mentioned herein, the **Owners** shall pay respective Electricity, GST, tax and khajna, Maintenance for their allocated portion.

4.2. Free from Encumbrances

4.2.A. The **Owners** specifically undertake that the said property has not been



subject to any notice of attachment under Public Demands Recovery Act or for payment of Income Tax or other Statutory Law.

4.2.B. The Owners hereby unequivocally and unambiguously declare that the said plots of lands are free from all encumbrances and liens, lispendents, attachments, trust acquisitions requisitions whatsoever and howsoever and the **Owners** have marketable title thereto and the aforesaid lands are not affected by or under the Urban Land (Ceiling and Regulation) Act, 1976 or under the West Bengal Land Reforms Act, 1955 or by any other Act and that no certificate proceeding and no notice of attachment has or have been instituted and / or served upon the **Owners** under the Income Tax Act, 1961 or Gift Tax or wealth Tax and / or under Estate Duty Act or under any Statute and that no notice has ever been served upon the **Owners** and the **Owners** hereby also declare that there is no excess vacant land in the said property within the meaning of **Urban Land (Ceiling and Regulation) Act, 1976 or by any other Act** the **Owners** hereby also declare that they never created any mortgage of **their Schedule "A"** mentioned property to any Bank or Financial institutions.

4.3. That the **Owners** undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the **Developer**. That the **Owners** undertake to make good all losses suffered by the **Developer** on account of any defect in title of the property and also undertake that if any defect has been found in future then they will repay the entire amount which they received from the **Developer** and also compensate the **Developer** for the monetary loss incurred by the **Developer** during construction and the said loss shall be computed by the Chartered Accountant of the **Developer** which the **Owners** shall accept the same without raising any dispute.

4.4. On and from the date of delivery of physical possession of the **Owner's Allocation**, the **Owners** shall also be responsible to pay and bear and shall forthwith pay on demand to the **Developer / its** nominee or assignees the proportionate service charges for the common facilities in the newly constructed building payable in respect of the **Owner's Allocation** and such charges are to include proportionate share of premises for the insurance of the building, water, fire charges, lights sanitary and maintaining, occasional repair of the portion to be used in common and its renovation, replacement, repair and maintenance charges and expenses for the building to be used in common and of all common wiring, pipes, electrical and equipments, stairways, corridors, halls, passage, ways, parkways and other facilities whatsoever as may be mutually agreed from time to time subject to the chargeability to actual Flat/property owners.

4.5. That the **Owners** undertake that said property is free from all encumbrances, attachments and Said Property is not affected by any requisition or acquisition or alignment or scheme of any authority or authorities under any law and/or otherwise.

4.6. That the **Owners** undertake to sign all the required documents that are required for the mutation of project land that are yet to be mutated in the name of the **Owners** in the records of the BL and LRO Department, Govt. of West Bengal at the cost of the **Owners**.

4.7. That if the **Owners** fail to provide the right title and interest of the said land for the purpose of the said project free from encumbrance(s) within the specified time as mentioned herein-above and, furthermore, if there be any emergence of encumbrance(s) thereafter at any time during the subsistence of the completion of the said project which in the opinion of the **Developer** cannot be resolved within a reasonable period and such might reasonably hamper the progress and profitability of the said project, in that case, the **Developer** shall have the right to terminate this instant development agreement and exit from the said project by assigning the said reason vide a written notice to the **Owners** which the **Owners** shall accept the same without raising any dispute and shall refund the said security advance and any other money and/or money's worth that may be relevant within a month from the receipt of the said notice to the **Developer** of the said project.

4.8. That the total area of land is more or less **2.67 (two point Six Seven) decimal**.

ARTICLE - IV, DEVELOPER/PROMOTER'S RIGHTS

5.1. Authority of Developer : The **Developer** shall have authority to deal with the property in terms of the Agreement or negotiate with any person or persons or enter into any contract or Agreement or take any advance against **its** allocation or acquired



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right under these Agreement and in case the **Developer** requires any financial assistance from any Nationalized / Private / Foreign Bank or from any Financial Institution for the better development or expansion of the proposed building without imposing any financial liability to the **Owners**, the **Owners** shall enter into any kind of Agreement and execute any sorts of documents that may be required time to time for this purpose.

5.2. Legal right of Construction : The **Owners** hereby grant permission, subject to what have been hereunder provided to the **Developer** to build new building upon the said land in accordance with the plan sanctioned by **Rajarhat Bishnupur 1 No. Gram Panchayet** or any other Govt. authorities and any amendment thereof in the name of the **Owners** with or without any amendment and / or modification thereto made or caused to be made by the parties thereto.

5.3. Booking & Agreement for sale : Booking from Intending Purchaser for **Developer's Allocation** will be taken by the **Developer** and the Agreement with the Intending Purchaser/s will be signed by **Developer** herein on behalf of the **Owners** as a Registered Power of Attorney Holder.

5.4. Selling Rate : The selling rate of the **Developer's allocation** will be fixed by the **Developer** without any permission or consultation with the **Owners**. The profit & loss, earned from the project will be entirely received or borne by the **Developer** and no amount will be adjusted from the **Owners' Allocation** on account of loss or vice versa on account of profit from **Developer's allocation**.

5.5. Legal power of Developer : **Developer** is empowered to collect consideration money from the sale of **Developer's allocation** from the Intending Purchaser and issue money receipt in its own name, take advance and full and final consideration from the Intending Purchaser for **Developer's allocation** only.

5.6. Delivery of Possession : That on completion of the proposed **Multistoried Building** when the flats / Garages / Shops are ready for giving possession, the **Developer** will put the **Owners** in their allocation. The possession letter will be signed by the **Developer** and Power of Attorney holder of the **Owners** and **Owners** also will sign if needed. The Deed of Conveyance will be signed by the **Developer**, for its allocation, on behalf of and as representative and Registered Power of Attorney Holder of the **Owners** and the **Owners** will sign the Deed of Conveyance as Vendors, if needed.

5.7. Construction cost : All construction cost will be borne by the **Developer**.

5.8. Authority of signature : All applications, plans and other papers, documents and Plan that may be required by the **Developer** for the purpose of obtaining necessary sanction from the local panchayat or any other competent authorities, shall be prepared and submitted by the **Developer** on behalf of the **Owners** and the **Developer** shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the **Developer**.

5.9. Realization Of Sale Proceeds: Upon sale of the apartments/units for **Developer's allocation** only, the **Developer** shall be entitled to receive the entire sale proceeds in its name including earnest money, part payments, consideration, deposits and other amount from the Intending Purchaser/s and the **Developer** shall collect and deposit the Goods and Services Tax-(GST) (as applicable) against the sale proceeds to the office of the Government department and provide the valid receipts of the same to the **Owners**.

5.10. Demolition of building : The **Developer** herein shall demolish the existing structure, if any, at its own cost and the materials of the said demolished building shall be taken by the **Developer**.

5.11. The **Developer** herein may amalgamate the said plot to any other plot or future plots for construction/extension of the proposed building.

ARTICLE - V. CONSIDERATION

6.1. The **Developer** has agreed to build the said proposed building / unit at its own cost and expenses and **Owners** shall not be required to contribute any sums towards the construction of the said building or buildings on the said premises.

6.2. In consideration of the **Owners** having agreed to grant exclusive right for developing the said premises in addition to the **Owner's allocation** as herein provided, as mentioned herein.

6.3. Apart from the aforesaid consideration, which has already been made by the **Developer** to the **Owners**, the **Developer** has agreed to make and shall remain bound



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to make and bear several necessary expenses as consideration for the purpose of development of the said premises and / or this **Development Agreement** and such consideration for all practical purpose will be deemed to be apparent consideration which are as follows :-

- (a). Space allocation to the **Owners**.
- (b). Cost, charge and expenses incurred for construction erection and completion of the said new building at the said Premises.
- (c). Cost, charge and expenses incurred for appointment of Engineer if any and also sewerage, drainage and other connection.
- (d). Fees payable to Architect and the Engineers as also fees payable to the **Rajarhat Bishnupur 1 No. Gram Panchayet**, in the District of 24-Parganas (North) or any other Govt. authorities for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connections.
- (e). Legal expenses incurred and paid for this Development Agreement and all other expenses and charges for the purpose of development of the said permission of sanction for sewerage, drainage and water connection.
- (f). Cost of supervision of construction of the **Owner's allocation** of the said premises.

6.4. The **Owners** having agreed to grant exclusive right for developing the said premises in term of these presents the **Developer** has agreed, undertaken to build the said building at its own cost and expenses and the **Owners** shall not be required to contribute any sum towards construction of the said building and or development of the land.

ARTICLE - VI. PROCEDURE

7.1. The **Owners** shall grant to the **Developer** one Registered Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the **Rajarhat Bishnupur 1 No. Gram Panchayet**, in the District of 24-Parganas (North) and other Govt. authorities.

ARTICLE - VII. DEALING OF SPACE IN THE BUILDING

8.1. The **Developer** shall on completion of the new building put the **Owners** in undisputed possession of the **Owner's allocation** together with all right of the common facilities and amenities as mentioned earlier.

8.2. The **Owners** shall be entitled to transfer or otherwise deal with **Owner's allocation** in the building and the **Developer** shall not in any way interfere or disturb with peaceful possession of the **Owner's Allocation**.

8.3. The **Developer** shall be exclusively entitled to the **Developer's allocation** in the building with exclusive right to transfer any right, claim, interest therein irrespective of the **Owners** and the **Owners** shall not in any way interfere with or disturb the quiet and peaceful possession of the **Developer's Allocation**.

ARTICLE - VIII. SPACE ALLOCATION

9.1. On completion of the proposed building the **Owners** agree to sign, execute and register at the cost of the **Developer** or Intending Purchaser all such agreements, documents, installments and writing as may be necessary and expedient for the purpose of transfer or sale of the **Developer's Allocation**.

ARTICLE - IX. POWER AND PROCEDURE

10.1. The **Owners** executing one Registered Power of Attorney in favour of the **Developer** including power of preparing and executing and signing and also presenting for registration of deed of conveyance for **Developer's Allocation** as follows :-

1. To construct the **Multistoried Building** upon the said property mentioned in the Schedule herein below in accordance with the Plan to be sanctioned on **our** name by the appropriate authority or authorities and to sign on **our** behalf in the building plan and to file and obtain the same from said Authority or authorities and to take all other necessary steps in the **Rajarhat Bishnupur 1 No. Gram Panchayet**, in the District of 24-Parganas (North), West Bengal or any other Office or Offices.
2. To deal and correspond with the concerned Authorities in connection with or relating to the development of the said Property and in particular to do the following acts, deeds, matters and things including but not limited to:
 - (a) To apply for and obtain, sanction, revalidation with further alterations or



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additions or modifications, as our said Attorney(s) may require;

(b) To apply for and obtain the occupation and/or completion certificate(s) in respect of the buildings to be constructed and completed on the land of the said Property;

(c) To apply for and obtain, necessary clearances and/or No Objections from Statutory Authorities including but not limited to Fire Brigade, Electricity Supply Agency, Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Land Revenue & Land Reforms Authority, concerned local authority, North 24-Parganas Zilla Parishad and/or any other authority or authorities and sign all papers, documents, writings, declarations on our behalf in connection with and other Concerned Authorities under any Statute as may be in force from time to time.

3. To appear and represent before the authorities of **Rajarhat Bishnupur 1 No. Gram Panchayet**, in the District of 24-Parganas (North), B.L.L.R.O. and S.L.R.O. and before the D.L.R.S., C.E.S.C / W.B.S.E.B., Income Tax Department, authorities under the Town and Country Planning Act, Airport authority of India, Assurance of Calcutta, District Registrar, Barasat, Addl. Dist. Sub-Registrar - Bidhannagar, Salt Lake City, Addl. Dist. Sub-Registrar - Rajarhat and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in this Development Agreement for registration of flats.
4. To apply obtain electricity, Gas, water, Sewerage order and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint engineers, architects, and other agents and Sub - Contractor for the aforesaid purpose as the said **Developer** may think fit and proper.
5. To defend possession, manage and maintain the said premises including the building to be constructed thereon.
6. To correspond with all concerned authorities and bodies in connection with the sanction of plans, obtaining of floor space index for the construction proposed to be carried on the land of the said Property and any other matters pertaining to the said Property.
7. To sign, verify and file application, forms, and building plans and for **Multistoried Building**, documents and papers in respect of the said premises before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building over and above the said premises.
8. To amalgamate the said Property with any adjoining plot or plots for the purpose of development and to sign and execute all deeds and documents in this behalf on **our** behalf.
9. To make and prepare and/or cause to be made and prepared all such layout, sub-division, plans, specifications and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable at the discretion of **our** said Attorneys for the purpose of constructing the buildings on the land of the **'Said Property'** and to engage the services of any Architect, Engineer, Consultant, or any person as may be necessary or advisable at the discretion of **our** said attorneys and to pay necessary fees and premium required for getting the plans sanctioned and do all other acts and things as may be necessary for getting the plans of the buildings sanctioned by the concerned authority and/or any other statutory authorities.
10. To appear and represent **us** before any and all concerned authorities and parties as may be required and/or advisable for or in connection with the development of the said Property and to make such agreement(s) arrived at such arrangement as may be conducive to the development work and completing the same.
11. To pay and discharge all rents, Khajna, taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the Land from the date of the execution of the said Agreement onwards.
12. To sign transfer forms, documents and writings for transferring the Land in the records of Government or Panchayat authorities and other public authorities and to do all other acts in connection therewith on **our** behalf.



13. To commence, carry out and complete and/or cause to be commenced and completed, construction work on the said Land in accordance with the sanctioned plans, specifications and/or the permissions granted by the Competent Authority under the Urban Land (Ceiling and regulation) Act, 1976 and/or the permissions of any other statutory authority to be granted under the laws for the time being in force and so far as any construction work is concerned, to see that all applicable rules and regulations are strictly observed.
14. To invite tenders and offer for the purpose of construction of one or more building(s) or structure(s) on the land of the said Property, to accept such tenders or offers and such consideration and on such terms and conditions as the said attorney(s) may in its absolute discretion deem fit and proper and also to engage, appoint the contractors, Architect, labour, labour contractor (Rajmistri), Carpenter, Plumber etc and enter into the contract with such person(s) as **our** said Attorney may deem fit and proper to get all such building(s) or structure(s) duly completed by the said contractors and to enter into such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development of and/or construction on the land of the said Property wholly, partly or in stages and for construction(s) of buildings or structure(s) thereon and/or furnishing the Property therein as the said Attorney may in its absolute discretion deem fit and to pay the cost of construction and development of the said building(s) or structure(s) and furnishing of the Property to such contractors and other persons or bodies and to obtain valid receipts and discharges therefore and to enter into contracts for supply of materials, labour and for all other services as may be required for development and construction of the building(s) or structure(s) on the Land on such terms and conditions as **our** said Attorney(s) may in its absolute discretion deem fit and proper.
15. To appoint Contractors/sub-contractors/dealers/sub-dealers and to negotiate and decide the terms and conditions thereof concerning the land and/or the building(s) or block(s) to be constructed thereon and/or for carrying on the interior works therein and also for suppliers of materials required in connection therewith, from time to time and to revoke their appointments and pay their remunerations/bills to be raised, time to time, including miscellaneous charges.
16. To nominate, appoint, engage and authorize solicitors, advocates, attorneys, pleaders in respect of any litigation concerning the said land and/or any structure, building, or block, or any self contained flats or commercial spaces to be constructed on the said land and to execute Vakalatnamas or other necessary authorities in their favour from time to time and instruct them to initiate and/defend any proceedings before any judicial and quasi-judicial authority and/or any other statutory department and pay their remuneration/bills/fees including special fees and other charges to discontinue them and also to appoint and engage other solicitors, advocates, attorneys, pleaders afresh and instruct them accordingly.
17. To instruct the Advocate / Lawyer for preparing and / or drafting such agreement, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in this agreement as may be necessary for the purpose for sale of the flats / units in the said building over and above **our** said premises.
18. To appoint and engage Income-tax and sales tax practitioners, Chartered Accountants, Architects, Surveyors, Engineers, and other professional agents in respect of the project to be constructed on the land of the said Property.
19. To enter upon the Land at any time, affix board, put the barbed wire fencing or construct a compound wall on the land of the said Property or any portion thereof as per demarcation thereof and to make all payments for getting the work done.
20. To represent before the public, local and/or private authorities in respect of the development of the said Property and to make such of the actions and things as may be necessary for effectually commencing the said construction and/or development work and completing the same.
21. To make, sign, declare and / or affirm and submit applications, petitions, written statement, vakalatnama, letters and memorandum of appeals, etc. to appropriate Government Departments, Local authorities and/or other Competent Authorities under any law, for the time being in force, for all and any licenses, permissions, exemptions, sanctions and consents required by any law or otherwise in connection with the management, improvements and development and construction in the



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said Property.

22. To attend any Court of Law either Civil or Criminal and to represent in all Government Offices including BLLRO office on **our** behalf in connection with the construction of the proposed building upon the said properties mentioned in Schedule below.

23. To sign all plaints, petition, application, forms, affidavit etc. and to file the same in any Court of Law or any other Office or Offices, if required.

24. In connection with or relating to the Land to take action against person or tenants, occupiers, etc. if any, in any court, to represent us in any Court of Law and to sign all applications, plaints, written statements, affidavits, review, appeal, petitions, on our behalf from time to time be found necessary and proper and/or enter into any agreement relating to development of the said Property and to otherwise deal with the same effectively for all intents and purposes as aforesaid.

25. To make applications for obtaining certified copies of the proceedings in the Court, tribunal and other statutory authority whatsoever including Judgment, decree, Order, applications, pleadings, etc. and to receive the same on **our** behalf.

26. In the event any understanding or compromise reached between the parties, to negotiate and settle the terms of compromise and to sign and execute such compromise deed etc. and to file the same in the courts.

27. In case the said Property or any part thereof is notified for acquisition or requisition or reservation or road widening, to appear before the relevant authorities and to file or submit applications, objections, claims for compensation or otherwise and to do all other acts, deeds, matters and things as may be necessary in that behalf and to file appeals, references, petitions against any order or orders made by such acquisition or requisitioning authorities and to accept service of any writ petition, summons or other legal proceedings or motion and to appear and represent us in any court of justice including Tribunal and other statutory authority and before all magistrates, judges, judicial officers whatsoever as by the Attorney(s) shall be thought advisable and to commence and continue any such proceedings in any court of law and before any public officers or tribunals or other statutory authorities, as aforesaid, for receiving compensation, acquisition, requisition, reservation and/or relief for de-acquisition or derequisitioning or de-reservation or otherwise whatsoever.

28. To refer any dispute touching and arising out of the said Property and/or any structure, building, or block, or any self contained flats or commercial spaces to be constructed on the said land to arbitration and also to take steps on **our** behalf and represent **us** before the arbitrator accordingly.

29. To appear in any suit, proceedings, motion, L.A. Office, I.T. Office etc. on **our** behalf and to file the statement or objection, Affidavit, Affidavit - in - opposition etc. if required, in connection with the land mentioned in the Schedule herein below.

30. To call the tender, quotation etc. from the supplier for supply of cement, iron rod, sand, wood, iron grill etc.

31. To deal with the electricity and water supply authorities for the supply of electricity and water to the buildings that may be constructed on the Land and for that purpose to sign and/or execute all letters, applications, undertakings, or subscribed to terms and conditions as may from time to time be thought necessary or as may be required by the concerned authorities.

32. To make application to the authorities and such other private and public authorities for making availability of water, electricity, etc. on the land of the said Property that may be required for commencing the development work and to complete the same and for that to execute necessary documents including undertakings.

33. To empower on **our** behalf and in **our** name and to represent **our** interest before the concerned officers for the grant of the licenses or permits or for any other purpose or renewal thereof as may be necessary under any Act, Rules, Regulations or Bye-laws, for the time being in force, and also to appear before any public or Government officer or other Authorities whatsoever and to execute the necessary documents in connection therewith.

34. To apply for refund of deposits made or to be made with the concerned Authorities and receive the said refunds.

35. To make applications to the government or quasi-government authorities for



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- sanction of cement and steel and/or such other building materials as may be required for the said development work and for that purpose to execute necessary documents including undertakings and bonds and to furnish necessary deposits including bank guarantee for the same.
36. To manage and supervise the said Property and to take such of the steps as may be necessary to manage and supervise the said Property till the time of completion of its development.
37. To attend and to represent us before any Collector, Authorities or officers of Government of India or any other State or States, before all Revenue, Municipal, Public or other officers including those of Income-tax as and when occasion shall arise for any purpose connected with the said development work.
38. To advertise in the newspapers for the sale of the Units and to enter into agreements for the sale of such Units with the prospective purchasers on and for such price or consideration and upon such terms and conditions as **our** said Attorney(s) shall deem fit and proper and for the same and also to execute all such writings as may be necessary, effectually entering into the said agreements for sale of the Units in respect of only **Developer's Allocation** and to do all such necessary acts and things as may be necessary or proper in that behalf.
39. To develop and negotiate sale of the buildings consisting of apartments/flats ("Units") for residential purpose, commercial units and/or ancillaries in the said Property and for that purpose to negotiate and execute agreement for sale with the prospective purchasers on such terms and conditions as the Attorney(s) may think fit and proper and to receive and appropriate the entire consideration for and in respect of the aforesaid sale and to give receipt for the same in respect of only **Developer's Allocation**.
40. To book flats and to enter into all Agreements for sale or sales of flats which are to be constructed on the said properties mentioned in the Schedule below in respect of only **Developer's Allocation**.
41. To receive from the intending Purchaser or Purchasers any earnest money and / or advances and also the balance of purchase money on completion of such sale or sales and to give good and valid receipt for the same in respect of only **Developer's Allocation**.
42. To execute necessary Deeds of Conveyance in favour of the Intending Purchaser or Purchasers for flats / shops / garages and / or car spaces by putting the signature of the above named **Developer** on behalf of **us** and also to receive full and final consideration of the flats / shops / garages and / or car spaces and giving discharge the Intending Purchasers by issuing money receipts in **its** name in respect of only **Developer's Allocation**.
43. To attend along with **us** before any office of the Registrar and / or to execute and present for Registration and admit, Execution of any Agreement, Deed, Conveyance, Transfer, Assignment, Assurance Release, indemnity or other instrument which is compulsory under the Registration Act and generally to do all things necessary or expedient for Registration.
44. To ask for, demand, recover, receive and collect all money due and payable in connection with the said proposed building from the intending purchaser / purchasers or any other person or persons in connection with the said building or construction and to settle, compromise and compound any debt or claim whatsoever.
45. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning **our** said premises or any or portion thereof.
46. For all or any of the purposes herein before stated and to appear and represent **our** before all concerned authorities having Jurisdiction over the said premises as per the condition mentioned in the development agreement.
47. To sign and execute all papers, correspondence and all other documents and assurances and documents of any kind whatsoever which **we** could have done for the completion of the said development work.
48. To do any act, deed or thing, as our said Attorney(s) may deem fit and proper and necessary in the best interest of the development of the said Property and construction thereon and sale of the Units, including all other acts and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.



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49. To execute Deed of Rectification, Declaration and register the same before any concerned registration offices in connection with said properties.

50. To apply for No Objection Certificate or necessary permissions from the Panchayat / Municipal authority for occupying the building and to do all acts deeds or things for the said purpose.

51. And also for more effectually doing, executing and performing the several matters and things aforesaid to appoint from time to time or generally such person or persons as our Attorney(s) may think fit as their substitute or substitutes, to do, execute and perform all or any of such matters and things as aforesaid and any such substitute or other in his or their place and **we** hereby agree at all times to ratify and confirm whatever our Attorney(s) or any such substitutes or substitute shall lawfully do or cause to be done in or about the said Property and the development of the same.

52. For any of the purposes mentioned hereinabove to sign all applications, papers, undertakings, terms and conditions as may be required from time to time.

53. And to do all such acts, things, deeds which are necessary for the aforesaid purpose.

54. To all acts and things in contemplation of and in achievement of the objects and purposes contained in the said Development Agreement which are otherwise mentioned hereinabove.

55. **AND we HEREBY** agree to ratify and confirm whatsoever **our** said Attorneys shall do in the premises by virtue of these presents **AND we HEREBY DECLARE** that **we** have not done anything inconsistent with this Power of Attorney.

56. **AND we DO HEREBY** agree to ratify and confirm whatsoever all acts, deeds and things lawfully and bonafide done by **our** said Attorney which shall be construed as **our** acts, deeds and things done by **them** to all intents and purpose notwithstanding the facts that no special power in that behalf is contained in these presents.

ARTICLE - X, NEW BUILDING

11.1. Construction cost : The **Developer** shall at **its** own costs construct, and complete the new building at the said premises in accordance with the sanctioned plan with good and standard material as may be specified by the Architect from time to time.

11.2. Installation of common amenities : The **Developer** shall install, erect in the building at **Developer's** own cost expenses electrification, permanent electric connection from the C.E.S.C / W.B.S.E.B., and until permanent electric connection will be obtained temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale the flats / shops / garages and / or car spaces therein Ownership basis and as may be mutually agreed upon.

11.3. Fees payable to Architect : All cost, charges and expenses including Architect's fees shall be discharged and paid by the **Developer** and the **Owners** shall bear no responsibility in this context.

11.4. Municipal / Panchayat and other Taxes : The **Owners** shall pay and clear up all the arrears on account of Panchayat taxes and outgoing of the said premises up to the date of this agreement. It is further agreed by and between the parties that the **Owners** shall not pay any taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the **Developer** from the date of execution of these presents till the date of handing over **Owner's allocation**.

ARTICLE - XI, COMMON FACILITIES

12.1. The **Developer** shall pay and bear all property, taxes and other dues and outgoing in respect of the said premises according to dues as and from the date of execution of this agreement.

12.2. After completion of this project or after receiving respective allocation the **Owner** and the **Developer** shall punctually and regularly pay for **their** respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the **Owners** and **Developer** and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the **Owner** or the **Developer** in this behalf.

12.3. As and from the date of service of notice of possession, the **Owners** shall also be



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responsible to pay and bear and shall pay to the **Developer** the service charges for the common facilities in the new building payable in respect of the **Owner's Allocation** such charges is to include proportionate share of premium for the insurances of the building, if any, water, fire and damaging charges and taxes, light, sanction and maintenance, occasional repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways and other common facilities and other common facilities whatsoever agreed upon or may be mutually agreed from time to time.

12.4. The **Owners** shall not do any act, deed or things whereby the **Developer** may be prevented from construction and completion of the said building. The time factor will be countable regarding any unforeseen reason beyond the control of the **Developer**.

ARTICLE - XII, COMMON RESTRICTION

The **Owners** hereby agree and covenant with the **Developer** not to cause any interference in the construction of the proposed building for the benefits of all occupiers of the building which shall include the following :-

13.1. No illegal & immoral act : Neither party shall use or permit to be used the obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

13.2. No breach of Laws and byelaws : Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation or violation and / or breach of any of the said laws byelaws and regulation.

13.3. Maintain of self unit : The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein.

13.4. Maintenance of cleanliness of building : Neither party shall throw or accumulate any dirt, rubbish, waste and refuse to permit the same to be thrown or accumulated in or about the building or in the compound corridor or any other portion or portions of the building.

ARTICLE - XIII, OWNER'S OBLIGATION

14.1. No interference : The **Owner** hereby covenants with **Developer** not to cause any interference or hindrance in the construction of the building at the said premises by the **Developer**.

14.2. Owner covenant with Developer : The **Owners** hereby agree and covenant with **Developer** not to do any act, deed or thing whereby the **Developer** may be prevented from selling assigning and / or disposing of any of the **Developer's allocation** in the building at the said premises.

14.3. Vesting of interest during Construction : The **Owners** hereby agree and covenant with the **Developer** not to let out, grant, lease, mortgage and / or charge the said premises or any portion thereof in respect of **Developer's allocation**.

14.4. Owner's Co-operation : The **Owners** shall permit the **Developer** and its servants and agent with or without workmen and others at all reasonable times to enter into and upon the **Owner's Allocation** and every part thereof for the purpose of repairing, maintaining building, cleaning, lighting and keeping in order and good condition any common facility and / or for the purpose of putting down maintaining, repairing and testing drains, gas and water pipe and electric wire and for any similar purpose.

14.5. Maintenance and miscellaneous fund : The **Owners** shall pay the amount for Maintenance, transformer installation charges, personal Electric Meter installation charges, Generator charges and other common and extra facilities which have been provided by the **Developer** for **Owner's Allocation**. The amount in this regard calculated by the **Developer** should be paid by the **Owners** to the **Developer** Company before the receiving possession of the **Owner's Allocation**. The **Owners** will not pay any common and extra facility charges to the **Developer** for 1 (one) flat out of 3 (three) flats of their Allocation. But for the remaining 2 (two) flats, the **Owners** will be liable to pay all the common and extra facility charges to the **Developer**.



ARTICLE - XIV, DEVELOPER'S OBLIGATION

15.1. Time period of handing over the Possession : The Developer hereby agrees and covenants with the Owners to complete the construction of the building within **36 (Thirty Six)** months from the date of receiving Sanctioned plan from the appropriate authority. This period can be extended for a further period of **6 (Six) months** subject to **FORCE MAJEURE** reasons. The Developer shall pay Rs. 15,000/- (Rupees Fifteen Thousand) only per month, as penalty charge, if the Developer fails to hand over the **Owner's Allocation** to the Owners within **36 (Thirty Six)** months from the date of receiving Sanctioned plan from the appropriate authority subject to **FORCE MAJEURE** reasons.

15.2. Developer covenants with Owners : The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners are prevented from enjoying selling, assigning and / or disposing of any **Owner's Allocation** in the building at the said premises vice versa.

15.3. Tax of Developer's allocation : The Owners shall not be responsible for any Income Tax and any other taxes in respect of the **Developer's allocation** in the proposed building.

ARTICLE - XV, OWNER'S INDEMNITY

16.1. The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without interference or disturbances.

ARTICLE - XVI, DEVELOPER'S INDEMNITY

17.1. The Developer hereby undertakes that the Owners shall enjoy their allocated space without interference or disturbances.

ARTICLE - XVII, MISCELLANEOUS

18.1. Fixing of Hording & banner : Immediately upon the Developer obtaining vacant possessions of the premises for the development, shall fix hoardings and banners and be entitled to start construction if laws of the land so permit after obtaining sanction of the building plan from the competent authority.

18.2. Supplementary deeds and documents : It is understood that from time to time to facilitate the construction of the building by the Developer various deeds matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners for which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such legal act, deed, matters and things as and when required and the Owners shall execute any such additional Power of Attorney and / or authorization as may be required by the Developer for all such purposes and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and / or against the spirit of these presents.

18.3. Name of the Building : The name of the building shall be given by the Developer in due course. The Owners / or the Flat Owners and / or the Association shall not be entitled to change the said name under any circumstances whatsoever.

18.4. Association of building : The Developer and the Owners shall mutually frame scheme for the management and the administration of the said building and / or common parts thereof after the completion of the said building.

18.5. Electric meter and Security deposit: The installation of electric meters charges of the entire project (including **Owner's Allocation**) shall be borne by the Owners and further more shall pay Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand only) to the Developer for installation of Transformer and Purchaser/s shall also pay Rs. 24,000/- in respect of each Flat as security deposit to the Developer.

18.6. The Owners and the Developer have entered into this Agreement purely as a Joint Venture between the parties hereto.

18.7. the Developer shall be entitled to borrow money for construction of the proposed **Multistoried Building** from any Bank of Financial Institutions without creating any financial liability of the Owners or affecting their estate and interest in the said premises and it is being expressly agreed and understood that in no event the Owner or any of his estate shall be responsible and / or made liable for payment of any dues if payable, by the Developer to such Banks and for that purpose.

18.8. Common Agreement / Deed : The Advocate for the project namely Mr. Swapnadip Das shall prepare a common Agreement For Sale and common Deed of Conveyance for all the prospective purchaser(s) in respect of entire project property.



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18.9. Common Maintenance: The **Owners**, for **Owner's Allocation**, shall pay the maintenance charges from the date of receiving Owner's allocation in respect of respective flats/units to the **Developer** until the formation of the Owner's Association in the said multi-storied building project. The **Developer** or **Owners** shall not issue any possession letter before final registration of Flat/Unit in favour of the Purchaser/s.

18.10. The **Developer** herein may amalgamate the said plot to any other plot or future plots for construction/extension of the proposed building.

ARTICLE - XVIII, FORCE MAJEURE

19.1. In the event of any delay suffered by the Developer in performance of its obligations herein due to Force Majeure or for reasons beyond the control of the **Developer** and in that event the time for construction of the building shall stand suitably extended.

19.2. Force Majeure shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, (including by contractor/construction agencies), lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, amendment in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control of the **Developer**.

ARTICLE - XIX, INDEMNIFICATION

20. That the **Owners** in addition to all relevant documents relating to right, title and interest shall also provide a declaration supported by an affidavit that all the documents provided by the **Owners** to the **Developer** are true in nature and the representations made by virtue of such are of true accounts born out of real knowledge of facts that have been submitted to **Developer** for the purpose of this said development multi-storied building project and have the full right and absolute authority to sign and execute all documents of every nature in the capacity of the **Owners** and the **Owners** have not agreed, committed or contracted or entered into any agreement for sale or lease of the said project property/land or any part thereof with/to any person or persons other than the **Developer** and that no mortgage, charge or any other encumbrances of any kind or nature on the said project property has / have been created on the said project property and the **Developer** have not done any act, deed, matter or thing whereby or by reason whereof, by which the development of the said project property/land may be prevented or be affected in any manner whatsoever and if there be any such breach from the side of the **Owners** in this regard, the **Owners** shall indemnify and keep indemnified the **Developer** against all losses, damages, costs, charges, expenses that will be incurred or suffered by the **Developer** on account of or arising out of any such breach of any of these terms or any law, rules or regulations thereof

ARTICLE - XX, JURISDICTION

21.1. The Jurisdictional Court shall have the Jurisdiction to entertain and determine all action suits and proceeding arising out of these presents between the parties hereto.

ARTICLE - XXI, LEGAL ACTION

22.1. The **Developer** has every right to execute conveyances or sale deeds or join in the execution thereof in favour of the prospective purchasers of flats in the said building to be constructed. The Stamp Duty and Registration charges and all formalities in connection therewith will be paid and borne by the Intending Purchaser and the **Owners** shall have no responsibility whatsoever in respect thereof. Be it provided however that the costs of the conveyance or conveyances including non judicial stamps and registration expenses and all other legal expense shall be borne exclusively and paid by the Intending Purchaser, its nominee or nominees and / or prospective buyers.

21.2. The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this instant Development Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and



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Conciliation Act, 1996 as amended time to time till date and the Arbitrator to be appointed by the **Developer**. The process of litigation shall only be preferred by the **Developer** or the **Owner** if the final award as awarded by the arbitrator be alleged to be vexatious and arbitrary.

21.3. That the Agreement for Sale and Deed of Conveyance of all the Flats constructed by the Developer on the plot of land mentioned in **Schedule 'A'** shall be prepared by Mr. Swapnadip Das, Advocate having his Office at no. 6. Old Post Office Street, ground floor, Room no. 56, Kolkata - 700001 appointed Advocate for this entire project and the registration charges and all other expenses should be deposited by the Purchaser / Purchasers to the said Advocate.

21.4. Any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Flat Unit and/or the Memorandum of any term or condition herein contained and/or relating to interpretation thereof shall be referred to proper court of law having jurisdiction over the place of issue.

ARTICLE - XXII. DEFAULTS & CONSEQUENCES

If the **Developer** fails to complete the project due to any defect arising from the part of the **Owners** or any defect subsequently found in respect of the land then the **Owners** return the investment of the **Developer** along with interest @ 12% per annum within 3 (Three) months from the date of Notice issued by the **Developer** concern.

SCHEDULE "A" ABOVE REFERRED TO (Description of the Land and Property)

ALL THAT piece and parcel of undivided land admeasuring **2.67 (two point Six Seven) decimal more or less** out of 4(four) decimal more or less lying and situated at **Mouza - Bhatenda, J.L No. 28, Touzi No.2998, L.R. Dag No. 586** corresponding to **L.R. Khatian No. 820, Bishnupur-I Gram Panchayet, P.S. Rajarhat, A.D.S.R. Office Bidhannagar, Salt Lake City (Presently Rajarhat, Newtown) Pargana - Kalikata, District North 24-Parganas, West Bengal**, which is butted and bounded by:

ON THE NORTH	20 ft Common Passage
ON THE SOUTH	L.R. Dag No. 597
ON THE EAST	L.R. Dag No. 589
ON THE WEST	L.R. Dag No. 586 (P)

SCHEDULE "B" ABOVE REFERRED TO (Owner's Allocation)

The **Owners** will get as following :-

a. A sum of **Rs. 5,00,000/- (Rupees Five Lacs)** only will be paid by the **Developer** to the **Owners** as refundable amount.

b. **3 (three) residential flats** each measuring **800 (eight hundred) sq.ft.** to **850 (eight hundred and fifty) sq.ft.** super built up area more or less and **3 (three) Car Parking Space** from the proposed building which will be constructed on the **Schedule "A"** property hereinabove as per proposed valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid **Schedule "A"** property save and except the **Developer's Allocation** more fully described in the **Schedule "C"** hereinafter along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof in respect thereof.

c. The **Owners** can choose **1 (one) Flat** from the first floor, **1 (one) Flat** from the second floor and **1 (one) Flat** from the third floor of the building.

d. Apart from the **Owner's allocation** mentioned in **Schedule 'B'** hereof, the **Owners** are also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'D' & Schedule 'E'** hereof.

e. That it is agreed by and between the parties hereto that the allocation mentioned in paragraph (a & b) and also Common facilities morefully mentioned in **Schedule 'D' & Schedule 'E'** respectively here of Agreement written hereunder would be the full and final consideration of the **Owners**.



THE SCHEDULE "C" ABOVE REFERRED TO
(Developer's Allocation)

ALL THAT the remaining flats of the constructed area on the **Schedule "A"** property hereinabove as per proposed valid sanction together with undivided importable proportionate share or interest over the aforesaid **Schedule "A"** property save and except the **Owner's Allocation** more fully described in the **Schedule "B"** hereinabove along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof.

THE SCHEDULE "D" ABOVE REFERRED TO
(Common Facilities)

1. Staircase on all floors.
2. Staircase landing and lift landings on all floors and roof of the top floor.
3. Common passage on the ground floor.
4. Water pump, water tank (overhead and underground) water pipes and other common plumbing installation.
5. Drainage and sewerage.
6. Pump house.
7. Electrical wiring, meters and fittings.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installation, fixture, fittings and spaces in or about the said building as are necessary for passage or for the use and occupancy of the flats in common.

THE SCHEDULE "E" ABOVE REFERRED TO
(Specification of the work)

1	Structure	RCC Frame Structure.
2	Brick Work	Brick work will be done with good quality Bricks, all outer walls are 8" thick, main partition walls are 5" thick and all inner walls 3" thick respectively.
3	Doors	Wooden frames with flash door.
4	Windows	Aluminium windows.
5	Living / Dining	Flooring – Marbel / Vitrified Tiles.
6	Bedrooms	Flooring – Marbel / Vitrified Tiles.
7	Kitchen	Flooring – Anti Skid Tiles. Counter – Black Stone / Granite Platform with Stainless Steel Sink & Tiles upto 2 feet height above counter.
8	Toilets	Flooring – Anti Skid Tiles. Wall Tiles – Tiles upto 6 feet/Door height. Sanitary wares – White branded fittings CP fittings – Superior quality fittings – ISI marked.
9	Electrical	Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
10	Inner Wall	Will be Plaster of Paris finished.
11	Lifts	Passenger Lifts of reputed ISI make.

Extra Work : Any extra works other than the standard schedule shall be charged extra as decided by the **Developer** and such amount shall be deposited before execution of such works to the **Developer**. Nobody has the right to do any extra work by their own labour all extra work will be done through the **Developer**.



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IN WITNESS WHEREOF all the parties, hereto have hereunto set and subscribed their respective hands, seals and signature on the day, month and year first above written.

SIGNED SEALED AND DELIVERED
By the parties at KOLKATA

In presence of :

WITNESSES :

1. Swapnadip Das.
S/o. H. D. B. Das.
High Court, Kcl - 1.

2. Tanmay Banerjee
S/o. Solomon Banerjee
Vikasp. O. Chandpur.
Pin - 700135

Ruma Kartmakar

Angaben Kartmakar

Signature of the Owners.

FOR SWEET DRY INFRASTRUCTURE PVT. LTD.

Arun Banerjee
Director

Signature of the Developer.

Read over, Explained, Drafted
& Prepared By me as per documents
and information supplied to me :-

Swapnadip Das.

Sri. Swapnadip Das,
Advocate.

6, Old Post Office Street,
Gr. Floor, Room No. 56
Kolkata - 700 001

☎ 9830168651 ☎

☎ (033) 22481990 ☎

E-Mail : swapnadip_das@yahoo.com

Enrolment no. WB/1782/02



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Memo of consideration

RECEIVED with thanks of and from the within named Developer a sum of Rs. 5,00,000/- (Rupees Five Lacs) only as an advance money with good health and sound mind and put our signature on this **Development Agreement** without any provocation of any person and/or without any pressure raised by any person as per Memo below :-

Sl. no.	Dated	Mode of Payment	Amount
1.	27.04.23	RTGS (HDFC)	4,90,000
2.	27.04.23	RTGS (HDFC)	10,000
3.			
4.			
5.			

Total Rs. 5,00,000/-
(Rupees Five Lacs) only.

WITNESSES :

1. *Shripadip Das.*
2. *Tanmay Banerjee*

Ruma Karmakar
Angshuman Karmakar

Signature of the Owners.



[Handwritten signature]

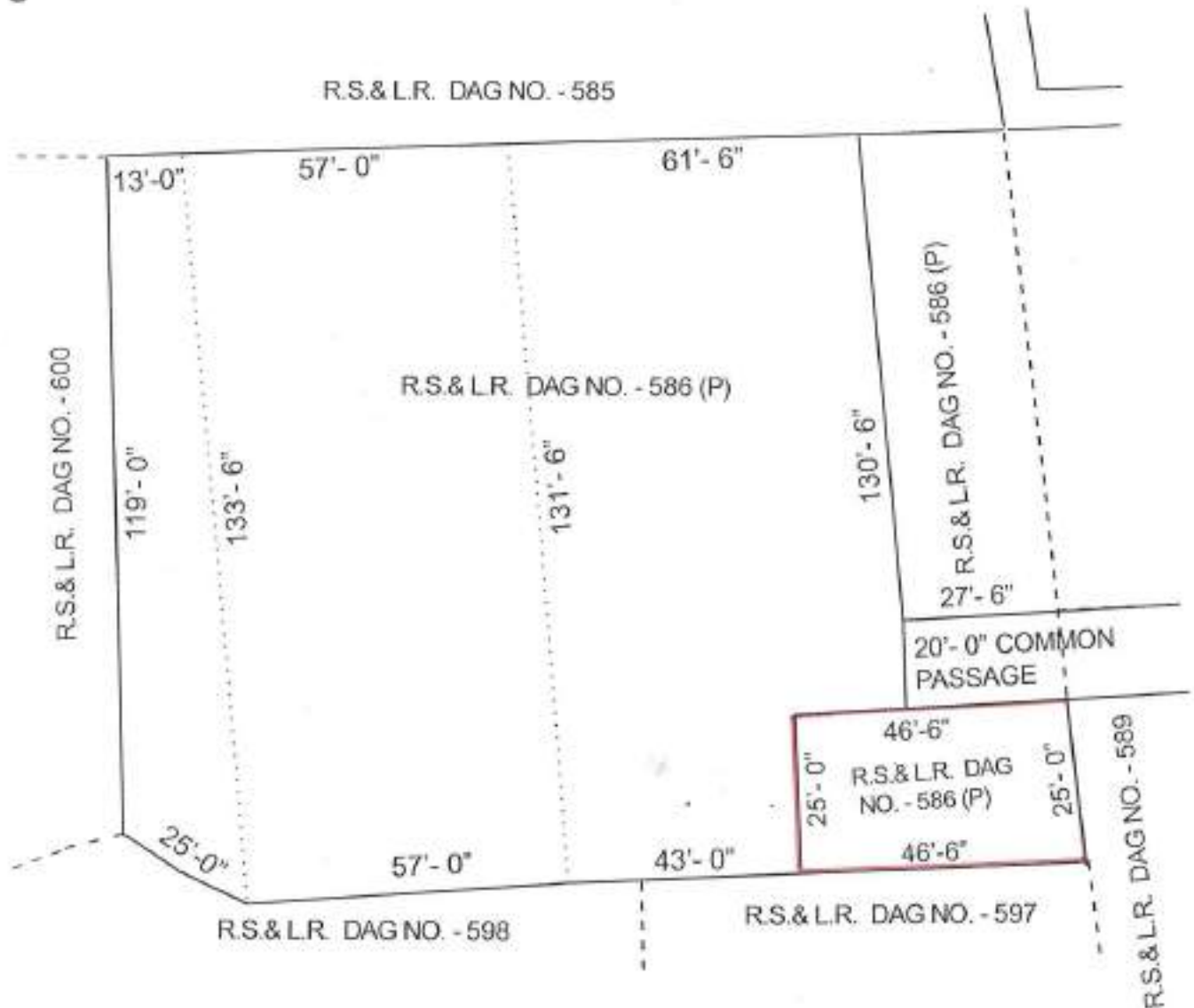
ADDITIONAL REGISTRAR
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SITE PLAN OF PART OF R.S.&L.R. DAG NO. - 586, AT MOUZA - BHATENDA,
J.L. NO. - 28, R.S NO - 50, L.R. KHATIAN NO. - 820, TOUZI NO. - 2998, P.S. - RAJARHAT,
DIST. - NORTH 24 PARGANAS UNDER RAJARHAT - BISHNUPUR 1 NO. GRAM
PANCHAYET. SCALE - 1" = 30'-0"



NAME OF OWNER : - 1 RUMA KARMAKAR.

2. ARYABAN KARMAKAR.



COLOUR	REFERENCE	AREA			
		DEC			
	R.S.&L.R. DAG NO. - 586 (P)	2.67			

MORE OR LESS

Ruma Karmakar

Aryaban Karmakar

OWNER'S SIGNATURE.

THE SURVEYING AND INFRASTRUCTURE PVT. LTD.
Aridam Banerjee

COPIED BY
M. Biswas
 M. BISWAS
 SURVEYER
 RAJARHAT.



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SPECIMEN FORM FOR THE FINGERPRINTS



<i>Arindam Banerjee</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



<i>Ruema Karmakar</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



<i>Anjali Karmakar</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



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Major Information of the Deed

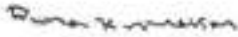
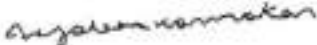
Deed No :	I-1904-06008/2023	Date of Registration	28/04/2023
Query No / Year	1904-2001044176/2023	Office where deed is registered	
Query Date	25/04/2023 11:17:01 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Swapnadip Das 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830168651, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 18,02,250/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,071/- (Article:48(g))	Rs. 5,112/- (Article:E, E, E.)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda, JI No: 28, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-586 (RS :-)	LR-820	Bastu	Bagan	2.67 Dec	1/-	18,02,250/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
Grand Total :					2.67Dec	1 /-	18,02,250 /-	

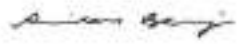
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name RUMA KARMAKAR Wife of Late SUKUMAR KARMAKAR Executed by: Self, Date of Execution: 28/04/2023 , Admitted by: Self, Date of Admission: 28/04/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	28/04/2023	LT1 28/04/2023	28/04/2023	
,BHATENDA RAMESH MITRA ROAD, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BFxxxxxx6Q, Aadhaar No: 94xxxxxxxx8731, Status :Individual, Executed by: Self, Date of Execution: 28/04/2023 , Admitted by: Self, Date of Admission: 28/04/2023 ,Place : Office				
2	Name ARYABAN KARMAKAR Son of Late SUKUMAR KARMAKAR Executed by: Self, Date of Execution: 28/04/2023 , Admitted by: Self, Date of Admission: 28/04/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	28/04/2023	LT1 28/04/2023	28/04/2023	
,BHATENDA RAMESH MITRA ROAD, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:- North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: LGxxxxxx7P, Aadhaar No: 39xxxxxxxx5591, Status :Individual, Executed by: Self, Date of Execution: 28/04/2023 , Admitted by: Self, Date of Admission: 28/04/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	SWEET HUT INFRASTRUCTURE PRIVATE LIMITED ,SYNTHESIS BUSINESS PARK,OPPOSITE ECO PARK,NEW TOWN, City:- Not Specified, P.O:- NEW TOWN, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156, PAN No.: AAxxxxxx4L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr ARINDAM BANERJEE (Presentant) Son of Late ALOKE BANERJEE Date of Execution - 28/04/2023, , Admitted by: Self, Date of Admission: 28/04/2023, Place of Admission of Execution: Office	Photo  Apr 28 2023 2:57PM	Finger Print  LTI 28/04/2023	Signature  28/04/2023
,SIDDHA PINES,OPPOSITE DEROZIO COLLAGE, Block/Sector: SILVER 1, Flat No: SL401, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AExxxxx4F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SWEET HUT INFRASTRUCTURE PRIVATE LIMITED				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SWAPNADIP DAS Son of Late D B DAS HIGH COURT, City:- Not Specified, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 28/04/2023	 28/04/2023	 28/04/2023
Identifier Of RUMA KARMAKAR, ARYABAN KARMAKAR, Mr ARINDAM BANERJEE			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	RUMA KARMAKAR	SWEET HUT INFRASTRUCTURE PRIVATE LIMITED-1.335 Dec
2	ARYABAN KARMAKAR	SWEET HUT INFRASTRUCTURE PRIVATE LIMITED-1.335 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda, JI No: 28, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 586, LR Khatian No:- 820	Owner:সুকুমার কর্মকার ., Gurdian:কিরন কর্মকার, Address:নিজ , Classification:বাগান, Area:0.04000000 Acre,	Seller is not the recorded Owner as per Applicant.

On 28-04-2023

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:17 hrs on 28-04-2023, at the Office of the A.R.A. - IV KOLKATA by Mr ARINDAM BANERJEE .

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 18,02,250/-

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

Execution is admitted on 28/04/2023 by 1. RUMA KARMAKAR, Wife of Late SUKUMAR KARMAKAR, BHATENDA RAMESH MITRA ROAD, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession House wife, 2. ARYABAN KARMAKAR, Son of Late SUKUMAR KARMAKAR, BHATENDA RAMESH MITRA ROAD, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Business

Indetified by Mr SWAPNADIP DAS, , , Son of Late D B DAS, HIGH COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 28-04-2023 by Mr ARINDAM BANERJEE,

Indetified by Mr SWAPNADIP DAS, , , Son of Late D B DAS, HIGH COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,112.00/- (B = Rs 5,000.00/- ,E = Rs 28.00/- ,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 5,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/04/2023 8:22PM with Govt. Ref. No: 192023240032169968 on 27-04-2023, Amount Rs: 5,028/-, Bank: SBI EPay (SBlePay), Ref. No. 1570603569119 on 27-04-2023, Head of Account 0030-03-104-001-16

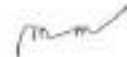
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,071/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 5,061/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 263839, Amount: Rs.10.00/-, Date of Purchase: 26/08/2022, Vendor name: S CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/04/2023 8:22PM with Govt. Ref. No: 192023240032169968 on 27-04-2023, Amount Rs: 5,061/-, Bank: SBI EPay (SBlePay), Ref. No. 1570603569119 on 27-04-2023, 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 1904-2023, Page from 302782 to 302816
being No 190406008 for the year 2023.



Mohul
Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.05.04 15:30:53 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/05/04 03:30:53 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)