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Certified that the document is admitted for Registration. The signature sheets and the endroement sheets attached with the document are the part of this document. AG 640647

  
District Sub-Register-II  
Alipore, South 24-Parganas

DEVELOPMENT AGREEMENT  
together with DEVELOPMENT POWER OF ATTORNEY

24 MAR 2022

THIS DEED OF DEVELOPMENT AGREEMENT TOGETHER WITH  
DEVELOPMENT POWER OF ATTORNEY is made this the 24<sup>th</sup> day of  
March , 2022 (Two Thousand Twenty-Two) **B E T W E E N ;**

15 DEC 2021

No. 40555

Rs. 100/- Date.....

Name: Anil Kumar Agarwal and Another

Address: 10, S.N. Roy Road, Kolkata-700038

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)  
**SUBHANKAR DAS**  
**STAMP VENDOR**  
Alipur Police Court, Kol-27



15 DEC 2021



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Partha Saha  
S/O Lrle R.N Saha  
Alipur police ct  
Kol-27

(1) **MR. ANIL KUMAR AGARWAL**, having PAN: ACJPA0780C, Aadhaar No.3086 7490 5793, son of O.P. Agarwal, by creed : Hindu, Indian by national, by occupation : Business, (2) **MRS. MANISHA AGARWAL**, having PAN: ADAPA9365P, Aadhaar No.8847 9761 0722, wife of Anil Kumar Agarwal, by creed : Hindu, Indian by national, by occupation : Business, both are residing at 21/3, S. N. Chatterjee Road, Post Office : Sahapur, Police Station : Behala, Kolkata : 700038, District : 24 Parganas (South) and (3) **ANIL KUMAR AGARWAL (HUF)**, having PAN : AAFHA2892F, represented by its Karta **MR. ANIL KUMAR AGARWAL**, having PAN : ACJPA0780C, Aadhaar No.3086 7490 5793, son of O.P. Agarwal, by creed : Hindu, Indian by national, by occupation : Business, residing at 21/3, S. N. Chatterjee Road, Post Office : Sahapur, Police Station : Behala, Kolkata : 700038, District : 24 Parganas (South), hereinafter jointly called and referred to as "**the OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**SUN SHAKTI REALTOR LLP**, LLPIN : AAV-0792, having PAN : AEHFS9308G, a Limited Liability Partnership Firm, having its



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registered Office at 21/7, Aswini Dutta Road, Post Office : Sarat Banerjee Road, Police Station : Lake, Kolkata : 700029, being represented by one of its Designated Partner viz. **SRI JAY S. KAMDAR**, having PAN : AKWPK2270L, Aadhaar No.7074 3050 7318, son of Late Sharad. H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, hereinafter called and referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office and assigns) of the **OTHER PART**.

**SECTION : "A"**

(INTERPRETATION, BACKGROUND AND PURPOSE)

A.1. **INTERPRETATION:-**

A.1.1. In this Agreement, unless there be something contrary or repugnant to the subject or context :-



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- i. "AGREEMENT" shall mean this Agreement along with all annexure and **SCHEDULES** attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms, including the specific Power of Attorney.
  
- ii. "AGREED RATIO" shall mean the ratio of sharing or distribution in realization and several other matters referred to herein between the Landowners on the one hand and the Developer on the other hand which shall be 30% (Thirty Percent) belonging to the Landowners (each Landlord will be entitled to 10%) and 70% (Seventy Percent) belonging to the Developer.
  
- iii. "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



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thereafter and shall include any changes and/or amendments from time to time being in force.

- iv. "APPROVALS" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearance, permit, sanctions, licenses, etc., in any form whatsoever irrespective of its nomenclature required under any Applicable Law from any Government Authority for sanction of Plans (as defined hereinafter) construction, development, Ownership, management, operation, implementation and completion of the Project (as defined hereinafter), including any completion certificate and any occupation certificates.
- v. "ARCHITECT" shall mean such person or persons and/or Firm or Firms who may be appointed by the Developer from time to time at its own costs for preparation drawing and designing of the Plan and planning and supervision of the construction of the Project at the said property.



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- vi. "ASSOCIATION" shall mean any Association, Syndicate, Committee, Body, Society or Company, which would comprise one representative from all the Units and which shall be formed or incorporated at the instance of the Developer for the common purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise.
- vii. "COMMON AREAS, INSTALLATIONS AND FACILITIES" shall mean the areas, facilities and amenities in the Building(s) and/or the said property earmarked for common use and enjoyment of the Unit Owners/Occupiers of the Units and shall include corridors, stairways, landings, lobbies, entrances and/or exit gates, passageways, driveways, pathways, lifts, shafts/ducts, drains, sewers, pits, lift machine room, electric/generator/meter or other equipment room, common toilets, other spaces, overhead tank, underground water reservoirs, pumps/motors, pipes, plumbing, periphery walls, parapet walls, projections,



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foundation, columns, supports, facilities whatsoever required for the use, enjoyment, establishment, locations, maintenance and/or management of the Building(s) and/or the common facilities or any of them as the case may be.

viii. "COMMON PURPOSES" shall mean and include the purposes of managing, maintaining and up-keeping the Project (and in particular the common areas, installations and facilities), rendition of common services in common to the Unit Owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the common areas, installations and facilities, in common.

ix. "DEVELOPMENT RIGHTS" shall refer to the right, power, entitlement, Authority, sanction and permission to



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- A. To enter upon and take permissive possession of the said property as a licensee for the purpose of development and construction of the Project in accordance with the terms of this Agreement and, unless the Agreement is terminated earlier, however, such permissive possession should be vacant.
  
- B. To appoint, employ or engage Architects, Surveyors, Engineers, Contractors, Sub-Contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project in accordance with the Approvals.
  
- C. To carry out all the infrastructure and related work/ constructions for the Project, including leveling, water storage facilities, water mains, sewages, septic tank, storm water drains, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed on the said property as may be required by any approvals, layout Plan or order of any Governmental Authority.



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- D. To launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of all Units and/or saleable areas in the Project and the said property from the intending Purchasers and Transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas and related undivided interests in the said Property and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into Agreements of transfer with all intending Purchasers in respect of all Units and/or saleable areas in the project and the said Property, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefore and transfer Ownership, possession, use or occupation of all Units and/or saleable areas comprised in the Project to the respective intending Purchasers/Transferees.
- E. Execute all necessary, legal and statutory writings, Agreements and documentations including the leasing,



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declarations affidavits and/or gift deeds for sanction of plan, licensing or sale of all Units and/or saleable areas as envisaged herein and appear, admit execution of and present for registration before the jurisdictional Registrar or Sub-Registrar towards registration of the documents for sale, lease or transfer of the same.

F. Manage the Project and the common areas, installations and facilities constructed upon the said property and also to form the Association and thereafter, to transfer/assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association.

G. Apply for and obtain any approvals in its name or in the name of The Landowners, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Landowners for the



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purpose of development and construction of the Project.

- H. Generally any and all other acts, deeds and things incidental or ancillary for the development of the Project as more elaborately stated in this Agreement.
- x. "EFFECTIVE DATE" shall mean the date of execution of this Agreement by the Parties.
- xi. "ENCUMBRANCE" shall mean any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of preemption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security Interest or other Third Party interest or negative lien which could affect the construction and development and/or Ownership of the Project.
- xii. "FORCE MAJEURE" shall mean a event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not



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attributable to any acts, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, terrorist action, civil commotion, delays due to Municipal elections, any legislation, regulation, ruling or missions (including delay or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order.

- xiii. "MAINTENANCE ORGANIZATION" shall mean the Developer for the time being and upon its formation, the Association, who shall be responsible to carry out and look after the maintenance management and upkeep of



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the Project and the said property particularly and in general, the common area, installations and facilities thereat.

XIV. "PARKING SPACES" shall mean and include the areas and spaces, either covered or open or stacked, meant or earmarked or intended to be reserved by the Developer in the Project for the purpose of parking of two or four wheeled vehicles of the Unit Owners.

XV. "PLANS" shall mean the Plan for construction and development of the Project and the new Buildings at the said property as already been prepared and sanctioned by the Authority bearing Plan No: 2017160245 dated 12/10/2017 and revised Sanction Plan No: 2021160387 dated 08/12/2021 and shall include conceptualization and all modifications alterations additions, amendments, renewals, revalidations and/or extension thereof or thereto made or caused by the Developer and intimate the same to the Landowners.



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- xvi. **"PROJECT"** shall mean the project comprising of Unit(s) to be constructed at the said property by the Developer for the purpose of sale of the Units, Parking Spaces, etc. comprised therein to the intending Purchasers in accordance with the Plans and wherever the context so refers or permits, shall include the Parking Spaces, the common areas, installations and facilities and other areas or spaces to be constructed by the Developer at the said property and shall also include the land comprised in the said property.
- xvii. **"PROJECT COSTS"** shall include all costs and expenses for the construction and development of the Project, marketing cost of the Project, Architect fees etc. and all.
- xviii. **"PROJECT REVENUES"** shall mean the sale proceeds, advances, sale consideration, lease rents, license fees, etc. (excluding the excluded receipts, as defined in Clause 7.6 of this Agreement) to be shared by the Landowners and the Developer in the ratio mentioned in this Agreement.



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- xix. "PROPORTIONATE" or "PROPORTIONATELY" or "PROPORTIONATE SHARE" insofar as the matters of Units and/or Unit Owners and/or the Common Purposes are concerned, shall mean the proportion in which the total built-up area of a Unit may bear to the total built-up area of all the Units in the Project.

PROVIDED THAT where it refers to the share of any rates and/or taxes and/or the common expenses in general, for any unsold area, if any, after completion of the project then such share of whole of the common expenses shall be such as be determined by the Developer or the Association upon its formation and insofar as the sharing of the gross revenue of the Project amongst the Landowners and the Developer is concerned, it shall mean the ratio of 30:70 (Thirty : Seventy) for the Landowners and the Developer respectively after handover of unsold area. Unsold area liability to be divided into 30:70 ratio.

- xx. "SAID PROPERTY" shall mean ALL THAT pieces and parcels of land measuring 18 (Eighteen) Cottahs 14 (Fourteen) Chittacks along with 2 (Two) Cottahs 8 (Eight) Chittacks



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12 (Twelve) Square Feet common passage be little more or less comprising of two plots of 9 (Nine) Cottahs 7 (Seven) Chittacks along with 1 (One) Cottah 4 (Four) Chittacks 6 (Six) Square Feet common passage be little more or less recorded in R.S. Dag No. 3755, R.S. Khatian No.1044 and 9 (Nine) Cottahs 7 (Seven) Chittacks along with 1 (One) Cottah 4 (Four) Chittacks 6 (Six) Square Feet common passage be little more or less recorded in R.S. Dag No.3757, R.S. Khatian No.109 both in Mouza : Purba Barisha, J.L. No. 23, Police Station : Thakurpukur, Post Office : Joka, District : 24 Parganas (South), in the State of West Bengal under Premises No.51/10, Srijani, Ward No.143 of Kolkata Municipal Corporation together with structures standing thereon, more or less, as morefully mentioned and described in the FIRST SCHEDULE hereunder written.

- xxi. "TRANSFER" with its grammatical variations shall mean and include transfer by possession or by sale or by lease or by any other means adopted for effecting what is



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understood as a transfer of space in the Project to the Purchaser/Transferee thereof.

xxii. "UNITS" shall mean the divided, demarcated and developed spaces or other constructed areas in the Project to constructed on the said property which are capable of being independently and exclusively held used owned occupied and/or enjoyed by the respective owners and in respect of each such Units, wherever the context so Permits or intends shall include the proportionate undivided indivisible impartible part or share in the land comprised in the said property underneath the Building in which each such Unit comprise and appurtenant thereto.

xxiii. "UNIT OWNERS" shall according to the context, mean all persons who have from time to time purchased or agreed to purchase any Unit in the Project, whether or not possession of such Units have been taken including the Developer or those units not alienated or agreed to be alienated by it, if any.



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- A.1.2. The paragraph headings herein shall not form part of this Agreement and the same have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of any of the terms or provisions of these presents.
- A.1.3 Words importing Singular Number shall include the Plural Number and vice-versa.
- A.1.4 Words importing Masculine Gender shall include the Feminine Gender and Neuter Gender; similarly words importing Feminine Gender shall include Masculine Gender and Neuter Gender; likewise Neuter Gender shall include Masculine Gender and Feminine Gender.

A.2. **BACKGROUND** :-

- A.2.1 One Surabala Dasi was the recorded Owner of R.S. Dag No.3755, R.S. Khatian No.1044 of Mouza: Purba Barisha, J.L. No.23, Police Station: Thakurpukur, Post Office: Joka, District: 24 Parganas (South), by a Deed of Gift bearing No.98 of 1971 registered in the Office of Sub-Registrar Behala and recorded in the Book No:1, Volume No:10 Page No:46-50 said Surabala Dasi gifted her entire share to Prasad



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Kumar and Mritunjoy Kumar. Thereafter said Prasad Kumar and Mritunjoy Kumar sold 9 (Nine) Cottahs 7 (Seven) Chittacks along with 1 (One) Cottah 4 (Four) Chittacks 6 (Six) Square Feet common passage be little more or less to one Mala Sharma through Deed of Conveyance bearing No.7840 of 1988 registered in the Office of Sub-Registrar, Behala, said Mala Sharma sold her entire share of 9 (Nine) Cottahs 7 (Seven) Chittacks along with 1 (One) Cottah 4 (Four) Chittacks 6 (Six) Square Feet common passage be little more or less to the Landowners mentioned herein through a Deed of Conveyance bearing No.7676 of 2008 registered in the Office of Additional District Sub-Registrar, Behala and recorded in the Book No.I, CD Volume No.20, Page No.1889 to 1904, Khitindra Nath Mondal and Dhirendra Nath Mondal were the recorded Owners of R.S. Dag No.3757, R.S. Khatian No:109 of Mouza : Purba Barisha, J.L. No.23, Police Station : Thakurpukur, Post Office : Joka, District : 24 Parganas (South). While enjoying the property said Khitindra Nath Mondal died Intestate leaving behind him, his widow Tarulata Mondal and daughter Pushpalata Nath as his sole surviving heirs. In 1959 Dhirendra Nath Mondal, Tarulata Mondal and Pushpalata Nath mutually



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partitioned the land under R.S. Dag No.3757, R.S. Khatian No.109 of Mouza : Purba Barisha, J.L. No.23, Police Station: Thakurpukur, Post Office : Joka, District : 24 Parganas (South) along with other land, which was registered in the Office of Sub-Registrar Behala being No.3746 of 1959 and recorded in the Book No.1, Volume No.69, Page No.180 to 183. By virtue of the said deed, Tarulata Mondal and Pushpalata Nath became the sole Owners of the said land. By a Deed of Conveyance said Tarulata Mondal and Pushpalata Nath sold their entire share to Anjan Kumar and Mantatha Kumar @ Makhan Kumar. While enjoying the property said Mantatha Kumar @ Makhan Kumar died intestate leaving behind him his widow Laxmimoni Kumar, two sons namely, Prasad Kumar and Mritunjoy Kumar and two daughters namely, Mahamaya Polleya and Mahashakti Makhal. Thereafter said Prasad Kumar, Mritunjoy Kumar, Mahamaya Polleya, Mahashakti Makhal and Laxmimoni Kumar sold 9 (Nine) Cottahs 7 (Seven) Chittacks along with 1 (One) Cottah 4 (Four) Chittacks 6 (Six) Square Feet common passage be little more or less to one Bijoy Kumar Sharma through a Deed of Conveyance bearing No.9599 of 1988 registered in the Office of Sub-Registrar Behala. said



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Bijoy Kumar Sharma sold her entire share of 9 (Nine) Cottahs 7 (Seven) Chittacks along with 1 (One) Cottah 4 (Four) Chittacks 6 (Six) Square Feet common passage be little more or less to the Landowners mentioned herein through a Deed of Conveyance bearing No.7674 of 2008 registered in the Office of Additional District Sub-Registrar, Behala and recorded in the Book No.1, CD Volume No.20, Page No.1281 to 1297. By virtue of the abovementioned two Deeds bearing No.7674 of 2008 and bearing No.7676 of 2008, the Landowners became the absolute Owners of **ALL THAT** the said Property as morefully mentioned and in the **FIRST SCHEDULE** hereunder written, in the manner and proportions, as morefully mentioned in the table contained in the **SECOND SCHEDULE** hereunder written.

A.2.2. The Owners herein duly mutated their names with the Office of the B.L & L.R.O. in respect of their aforesaid property and after such mutation, the name of said Anil Kumar Agarwal had been mutated and recorded under R.S. Khatian No. 1044 & 109, appertaining to R.S. Dag Nos .3755 & 3757 in respect of land measuring about 14



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(Fourteen) Cottahs 4 (Four) Chittacks 8 (Eight) Square Feet more or less and the name of said Manisha Agarwal had been mutated and recorded under R.S. Khatian No.1044 & 109, appertaining to R.S. Dag Nos: 3755 & 3757 in respect of land measuring about 7 (Seven) Cottahs 2 (Two) Chittacks 4 (Four) Square Feet more or less.

A.2.3. The said Manisha Agarwal also converted her land from Sali to Bastu with the Office of the B.L. & L.R.O., T. M., South 24 Parganas vide Memo No: 51(C)/42/583/P/09 dated 12<sup>th</sup> February, 2010 passed in Conversation Case No.431/08 and the said Anil Kumar Agarwal also converted his land from Sali to Bastu with the Office of the B.L. & L.R.O., T.M., South 24 Parganas vide Memo No.254/SDL&LRO, Sadar Alipore dated 28<sup>th</sup> February, 2018 passed in Conversation Case No.1755/17 R.S.L. No.101/16.

A.2.4. The Landowners are in vacant and peaceful possession of the said property.

A.2.5. One Building Plan had been sanctioned for construction of a multistoried Building upon the said property by the



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Kolkata Municipal Corporation bearing B.P. No: 2021160387  
dated 08/12/2021.

A.2.6. The Developer has represented that, the Developer has infrastructure and financial ability to develop the said property and has approached the Landowners to appoint the Developer for developing the said property.

A.2.7. In order to facilitate the smooth Development of the said property and/or the Project to be developed and built thereat and marketing of the Project, the Landowners have agreed to appoint the Developer to carry out, on behalf of the Landowners, the development and marketing of the Project, the sale of the saleable spaces in the Project comprising the Units, Parking Spaces and other constructed or developed areas or spaces thereat till completion of sale and/or transfer of all such saleable spaces in the Project and the Developer has agree to accept such appointment and to implement the Project on the terms and conditions, as contained hereinafter.

A.3. PURPOSE:-



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- A.3.1. This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Landowners in favour of the Developer with respect to the said property.
- A.3.2 The Parties shall extend all co-operations to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.
- A.3.3. If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties, respectively, may have against each other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.
- A.3.4. The Parties hereby accept the basic understanding between them as recorded herein and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations the Landowners hereby appoint the Developer as the exclusive developer of the said property with right to



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execute the Project and the Developer hereby accepts the said appointment.

A.3.5. The Developer agrees to enter into this Agreement after satisfaction with the title of the property mentioned in the FIRST SCHEDULE.

A.3.6. This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution hereof and his Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

-:: SECTION : "B" ::-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :-

ARTICLE : "I"  
(COMMENCEMENT)



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- 1.1. This Agreement shall commence and/or be deemed to have commenced on and with effect from the date of execution hereof.

**ARTICLE : "II"**

**(TITLE INDEMNITIES AND REPRESENTATIONS)**

- 2.1. The Landowners do and each of them doth hereby declare and covenant with the Developer as follows :-

- i. That by way of the abovementioned two Deed of Conveyances bearing No: 7674 of 2008 and bearing No:7676 of 2008, they are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to and have clear and marketable title over their respective undivided shares/holding in the said property.
- ii. That their undivided share/holdings in the said property are free from all encumbrances charges mortgages liens lis pendens acquisitions requisitions attachments and trusts of any nature, whatsoever or howsoever.



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- iii. That excepting themselves no one else has any right, title, interest claim or demand, whatsoever or howsoever, in respect of their respective undivided shares in the said property or any part thereof.
- iv. That they have absolute indefeasible right title and Authority to enter into this Agreement with the Developer in respect of their respective undivided shares in the said property for the purpose of development thereof.

2.2. The Landowners hereby agrees that in case at any time hereafter if there is any dispute in the title of the Landowners with respect to the said property or any part thereof, the respective Landowners shall be liable to clear all disputes and encumbrances at their own costs and expenses without foisting any liability, be it financial or otherwise, upon the Developer and the Landowners do and each of them doth hereby agree to indemnify and keep the Developer saved harmless and indemnified of from and against all losses, ~~costs,~~ damages or actions, which the Developer may suffer or



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be put to due to such disputes. The Developer shall further be entitled to stop or suspend the work of development of the Project at the risk, costs and consequences of the Landowners until all disputes and claims in respect of the said property or part thereof are cleared by The Landowners.

**ARTICLE : "III"**

(TITLE DEEDS)

3.1. The Landowners and the Developer have agreed that simultaneously with the execution of this Agreement, the Landowners shall put all original title deeds and documents in respect of the said property in custody of the Developer.

**ARTICLE : "IV"**

(APPOINTMENT)

4.1. The Developer has represented that it has the required infrastructure, financial ability and expertise to commence and there by conclude the construction on the said property within the time specified herein. Based on such express



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representations the Landowners have exclusively appointed the Developer to develop the said property.

- 4.2. The Landowners do hereby appoint the Developer to exclusively carry out the development of the Project on the said property and to carry out the Project on behalf of the Landowners on the terms and conditions, as hereinafter contained.

**ARTICLE : "V"**  
**(POSSESSION)**

- 5.1. Notwithstanding anything contrary contained elsewhere in this Agreement, for the purpose of this Agreement alone, the Landowners hereby agree to grant to the Developer the right to occupy and use the said property simultaneously with signing of this Agreement. The Developer shall be entitled to carry out survey, soil testing and other development related works at the said Property. The Developer hereby confirms and undertakes that such grant shall only act as a permissive possession of the said property which shall at no



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point of time entitle the Developer to claim any title over the said Property.

**ARTICLE : "VI"**

**(DEVELOPER'S OBLIGATIONS/COVENANTS)**

- 6.1. Simultaneously with the execution of this Agreement, the Developer has deposited with the Landowners an interest free adjustable security deposit of Rs.40,00,000/- (Rupees Forty Lac) only in the manner and shares, as provided in the **THIRD SCHEDULE** hereunder written. It is agreed by both the Parties that such Security Deposit shall be adjusted from the later 25% (Twenty-Five) of revenue payable towards the Landowners. Letter of Communicate will be issued by the Developer at such stage. Both the Landlords and the Developer shall be abiding by this terms and condition.
  
- 6.2. The Developer, satisfied with the title of the Landowners, has agreed to take up the Project and hereby confirms and undertakes that, the Developer shall start/ commence construction of Project as per sanction building plan bearing no: 2017160245 dated 12/10/2017 and raised revised



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sanctioned building plan bearing no: 2021160387 dated 08/12/2021 within 1 (One) months from the date of this Agreement, subject to any Force Majeure, as defined in this Agreement or conditions which are beyond the reasonable control of the Developer ("**DATE OF COMMENCEMENT**"). Be it specified herein that in case the Developer fails to commence the development work/project development within 1month from the Date of Commencement, the Developer shall be liable to pay damages at 14%(Fourteen) per annum of 30% of the revenue or market value of the land for the entire period of delay.

- 6.3. The Landlord has already obtained sanction vide Plan No: 2017160245 dated 12/10/2017 and revised Sanction vide Plan No: 2021160387 dated 08/12/2021 and the Developer shall be responsible for obtaining all sanctions except the above mentioned plan, permissions, clearances and approvals needed for the Project (including Occupancy Certificate, if any) and all costs and fees for sanction, permissions, clearances and approvals shall be borne and paid by the Developer.

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- 6.4. The Developer shall commence the process of inviting applications for booking of saleable areas in the Project immediately after signing of this agreement.
- 6.5. The Developer shall be responsible to arrange all necessary finances and/or funds and/or moneys and also undertake all interests, charges, costs and expenses as may from time to time be necessary or required for the Project and in this regard the Landowners shall not be liable or responsible.
- 6.6. The Developer would be entitled to change its nature/character from a Company to a Partnership Firm or a LLP or otherwise as permitted by law, without the consent of the Landowners but without affecting the understanding, as envisaged herein.
- 6.7. The Project shall be made complete in all respects including providing all required Common Areas, Installations and Facilities and essential services including drainage/sewerage, water, electricity and any other essential connections and the landscaping and



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electrification of such Common Areas, Installations and Facilities, as may be required for beneficial use of the Units.

- 6.8. The Developer shall be responsible for applying and obtaining electricity, water, sewerage and drainage connection or any other connections at or for the said property and/or the new Buildings(s) and/or Units as may from time to time be required.
- 6.9. On and from the date of execution of this Agreement, the Developer shall be in management and custody of the said property and shall bear and pay all costs and expenses on account of tax, electricity, security, safety and all other expanses of the said property.
- 6.10. The Developer shall not violate or contravene any provisions or rules applicable for construction of Building(s) and development of the said Property.
- 6.11. The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.



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6.12. The Developer shall not initiate any proceedings/litigation against third Parties in the Court in exercise of the Authority given to Developer under this Agreement without intimation to the Landowners.

6.13. The Developer shall purchase and maintain, during the period of construction of the Project and for a period of 1 (One) year after the date of obtaining the Completion Certificate in respect thereof, insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount, consistent with similar facilities of the size and type of the Project and as may be required by the lenders (if any). The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the Project Costs. The proceeds from all insurance claims, except for life and injury, shall be promptly be applied for the repair, renovation, restoration or re-instatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.



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- 6.14. For the purpose of maintaining clarity in the Project accounts and also to provide ease in monitoring cash flow of the Project, the Landowners hereby agree that the Developer alone shall be entitled and authorized in the name of the Landowners and also itself to receive all earnest moneys, advances, deposits, considerations and all other amounts payable by the Unit Owners for the sale and Transfer of their respective Units in their favour and give valid receipts and discharges therefore.
- 6.15. The Developer shall also be solely responsible for the Development of the Project and shall be entitled for itself and on behalf of The Landowners, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the said property and construction of the Project thereat, at its own cost and expenses, as also those arising with the ultimate buyers of Units in the Project.
- 6.16. The Developer will duly intimate the Landowners and mutually decided the terms and conditions of lease or rent or



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leave and license if they give any unit/(s) on lease or rent or leave and license.

**ARTICLE : "VII"**  
(MARKETING OF PROJECT)

- 7.1. The Developer shall have the exclusive right and entitlement to market/advertise/promote the entire Project including the right to sell, transfer and otherwise dispose off any Unit(s) and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and conditions and at such prices as may be decided by the Developer.
  
- 7.2. The Developer shall be entitled to receive consideration/allotment money/advance consideration, etc. in its own name or in the name of the Landowners in respect of sale/lease/leave and license of the Units and other areas comprised in the Project and give receipts thereof and transfer Ownership, possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.



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7.3. The Parties have mutually asserted that, the entirety of the Project shall be sold out and completed within 36 (Thirty-Six) months from the Date of Commencement, with a further grace period of another 6 (Six) months. In case, the entirety of the Project does not get sold within the time specified herein, the Parties may extend the time upon mutual Agreement and after the agreed grace period, upon the mutual consent the unsold stock shall be divided between the Parties as per the Agreed Ratio and amongst the Landowners according to their respective share in the whole of the said Property. The Developer will adjust fractional entitlements by financial compensation at mutually decided rate.

7.4. The Landowners hereby agree and the Developer hereby agrees, undertakes and acknowledges that the Developer shall be entitled to enter into any arrangement or Agreement for sale/ lease/leave and license/allotment for sale, booking of any Unit, Flat, apartment or any other space/area of the Project to be developed or constructed over the said property and to accept or receive any request for booking or allotment of sale/lease/leave and license of any Flat, Apartment, Unit



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or any other space/area of the Project to be developed or constructed over the said Property.

7.5. The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or in conflict with any terms or provisions of this Agreement and the Applicable Laws.

7.6. The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale, lease and/or otherwise, transfer of the Unit/(s) comprised in the Project shall be appropriated and shared by the Parties in the ratio mentioned herein below, save and except the receipts on account of (i) all payments made by the intending Purchasers as reimbursement of GST, cess and other taxes, as may be applicable, (ii) all payments made by the intending Purchasers towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance etc. (all hereinafter collectively referred to as "the **EXCLUDED RECEIPTS**"), which



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shall be exclusively received by the Developer for its use of the respective purposes.

- 7.7. All the above sums/receipts except receipts towards taxes, legal fees, stamp duties and registration charges, shall be paid by the intending Purchasers directly to the Developer and all such payment shall be held by the Developer in its accounts for the purpose for which the same is received and shall be applied to achieve all such purposes.

**ARTICLE : "VIII"**

(INCOMES & EXPENDITURES/ACCOUNTS/FINANCIAL COVENANTS)

- 8.1 All costs and expenses for the Development of the Project shall be for and to the account of and be borne and paid by the Developer.
- 8.2 The total revenue in terms of sale proceeds of the Project spaces (excluding the Excluded Receipts) shall be shared by the Landowners and the Developer in the Agreed Ratio i.e., 30% (Thirty Percent) belonging to the Landowners (each Landlord will be entitled to 10%) and 70% (Seventy Percent) belonging to the Developer. The total revenue in terms of



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rentals for grant of lease, leave and license or other rights of nonpermanent Transfer or use of the Project spaces shall be shared by the Landowners and the Developer in the Agreed Ratio. It is clarified that in case of grant of any lease or leave or license or any other form of right, the amounts deposited by the intending Lessees/Tenants on account of security deposits shall be held exclusively by the Developer and the Landowners shall not be entitled to any part or share thereof. However, it is agreed that the total interests, if any, earned by the Developer on such security deposits shall be shared by the Landowners and the Developer in the Agreed Ratio as and when realized.

- 8.3 Refunds to be made on any amount shall be at the first instance made by the Developer from the "SPECIFIED ACCOUNT" to be adjusted from the future revenues of development. It is further agreed that if any cancellation of booking occur, then in that case the refund to the Buyer will be made by the Developer on the first instance and the same will be adjusted from the next revenue transfer made to the Landowners on such proportion equivalent to the agreed ratio.



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8.4 It has been decided that, the sale of the total saleable spaces/ units and parking in the Project to the Transferees shall be made by the Developer and the sale proceeds shall be collected by the Developer. The sale proceeds in respect of all sales of the Units in the Project as also the GST thereon payable by the Transferees shall be deposited in a separate bank account ("**SPECIFIED ACCOUNT**") details of which shall be shared with the Landowners in writing and the said account shall be operated by the Developer in the manner that the Landowners shall receive the Landowners' share of the agreed ratio of sale proceeds i.e., 30% of total revenue in terms of sale proceeds of the Project spaces (excluding the Excluded Receipts), subject to adjustment of the security deposits paid by the Developer to the Landowners as agreed under Article : 6.1. of this Agreement and the Developer receives the Developer's share of the agreed ratio of sale proceeds and other sums due to it in terms of this Agreement. It is pertinent to mention herein that on the 1st working day of every week, the Developer will transfer the Landowners' share of the agreed ratio of sale proceeds excluding the excluded receipts, TDS as per provision of Section : 194(IC) of the Income Tax Act, 1961 and Security



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Deposits as per Article : 6.1. paid by the Developer to the Landowners specific bank account as they intimate to the Developer in writing. Under no circumstances, the Developer shall receive any income or revenue or sale proceeds or rentals from the Project in any other bank account, without the written consent of the Landowners. The Parties hereby accept and agree that, strict compliance of this provision shall always be considered as one of the important essence of this Agreement and any breach of it shall be considered serious violation of the covenant on the part of the Developer.

- 8.5 The Developer will maintain accounts for all receipts and shall be entitled to make payments of costs and expenses for development of the Project from out of such receipts. Such accounts shall be audited annually by mutually appointed auditors. Unless errors are pointed out within 60 (Sixty) days of receipt of copies of such accounts, the audited accounts so provided shall not be put into question or be subject to any query from any of the Parties thereafter.



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8.6 With effect from the month when booking of Flats is started, by the 15th day of each succeeding month, the Developer will write to the Landowners, enclosing a statement containing details of adjustments and transactions entered into with persons for sale/lease or otherwise transfer of spaces in the Project along with the statement of the specified account, during the immediately preceding English calendar month, cancellations, if any, moneys received and/or paid as refunds or on any other account to such third persons during such period, with relevant particulars and other details. In this regard it has been stated that the Developer shall endeavour to generate and distribute revenue payable to the Landowners within 1 (One) months from the date of Agreement. In the event, the Project is not completed within the completion period mentioned above, subject to any force majeure or other conditions which are beyond the reasonable control of the Developer, the Developer shall be liable to pay damages to the Landowners 14% (Fourteen) per annum for the Landlord's due revenue for the entire period of delay and if such delay continues beyond the grace period then the landlord has right to terminate this agreement along with Power of Attorney granted hereunder. However, the Developer shall not be held



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liable for slow booking of the Project, subject to the fact that the Developer making best efforts for marketing of the same.

- 8.7 GST, cess and all other taxes, impositions or levies, as may be imposed or levied by any Statutory or Governmental Body or Authority upon the development of the said property or matters connected therewith (taxes), if any, relating to the development and construction of the Project shall be paid and borne solely by the Developer, who shall comply with the applicable provisions regarding the same and keep the Landowners indemnified in this regard. The taxes in respect of the sale of the Units to the Transferees shall be collected by the Developer from the Transferees and deposited in the specified account mentioned above. Deposit of such taxes with the concerned Authority in accordance with law in respect of the sale of the Units to the transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer.

- 8.8 It is further recorded that, the intending Purchasers may deduct tax deductible at source in accordance with the provisions of the Income Tax laws of India. Credit for such



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taxes deducted at source shall be taken by the Developer at the first instance and proportionate audit in the Agreed Ratio passed on to the Landowners on an annual basis by suitable adjustments of payments from the Specified Account.

- 8.9 After completion of development of the Project, the Parties shall carry out final reconciliation of accounts of the Project and pay or receive suitable adjustment amounts, to or from each other. Apart from the share or dues of Landowners in the sale proceeds of the Project, the Landowners shall have no other share or interest in any other head or account arising out of the Development of the said Property.

**ARTICLE : "IX"**

**(SANCTIONS & DEVELOPMENT RIGHTS AND RESPONSIBILITIES)**

- 9.1. All applications, plans, revised plans, papers and other documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate Authorities shall be prepared and submitted by the Developer and all costs and expenses including Architect's fees charges and expenses required to be paid or deposited for exploitation of the said property shall be borne by the Developer.



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- 9.2. The Developer shall abide by all laws, by-laws, rules and regulations of the Government, local bodies and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws by-laws rules and regulations.
- 9.3. During the period of construction of the Project, the Landowners may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions/observations, if made on such inspection; shall be communicated to the corporate Office of the Developer, who may discuss the same with the Architect and implement, if feasible.
- 9.4. The Developer shall be entitled to develop and construct the Project at the said property in accordance with the Plans/ revised plans. The type of construction, specification of materials to be used for the construction of the new Buildings comprising the residential and other Units in the Project shall be such, as may be finalized by the Architect.



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- 9.5. The Developer shall be obliged to obtain water and sewerage connections, electricity connection, etc. for the said Project in accordance with the laws for the time being in force. All security deposits and charges and fees in respect of all amenities, utilities and facilities and/or on account thereof, shall be borne by the Developer.
- 9.6. The Project shall be constructed with and shall have all amenities and facilities commensurate with a modern residential project of the type and nature envisaged herein.
- 9.7. The Developer shall abide by all laws by-laws rules and regulations of the appropriate Government and local bodies relating to development of the said property and to be observed by it in favour of this Agreement and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, by-laws, rules and regulations. The Developer hereby agrees to keep the Landowners saved harmless and indemnified against all punitive actions, loss, damage, accidents, mishaps, liabilities, fines, penalties, compensation, costs charges and expenses, resulting due to omission, non compliance, lapses or violations of any law,



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bye-law, rules and regulations concerning the development of the said property and/or any accident or mishap arising out of faulty design, construction or workmanship and arising as a result of the acts and omissions of the Developer. Provided that in carrying out all of the obligations of the Developer, as aforesaid, the Landowners will, without any claim or demand, sign and execute all necessary papers and applications as may be required by the Developer and render their active co-operation and assistance in getting and keeping valid all such consents and the Landowners agree not to do or cause to be done any act or thing, which will render invalid or make liable to be rendered invalid any such consents.

9.8. The Developer shall be entitled to construct the new Buildings at the said property without any hindrance or obstruction from the Landowners or any person claiming under through or in trust for them.

9.9. The Developer shall with consultation with the Landowners be entitled to make any variation and/or modifications in the Plans and/or specifications and/or construction of the new Buildings, as may be required to be done from time to time at



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the instance of the concerned Municipality or the sanctioning Authority or other appropriate Authorities or under any statute or under the advice of the Architect, without any objection or hindrance or claim by the Landowners or any of them.

9.10. The Architect, in consultation with the Developer, shall determine as to what quality and specifications of Building materials are to be used in construction of the new Buildings in the Project. However, the Developer shall be entitled to modify the Plans, but all such charges shall be subject to the following:-

- i. the average size of each Unit should not be altered and
- ii. the total saleable area should not get increased or decreased significantly.

9.11. The Developer shall determine and ascertain the super built up area of the Project with the objective of optimum utilization of available space, keeping in mind the market scenario.



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- 9.12. The intending buyers of the constructed spaces of the Project shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreements for Sale to be executed in their favour. The Landowners agree to join in all such financing/loan Agreements with the Banks/Financial Institutions along with the Developer as a necessary/consenting Party, if required.
- 9.13. It is also agreed that as a matter of necessity, the intending Purchasers shall also be entitled to mortgage and/or create charge over or in respect of their respective Units while obtaining loans for purchasing the same in the said Project.
- 9.14. To enable the expeditious construction of the Project by the Developer, various acts, deeds, matters and things not herein specifically referred to and as may be required to be done by the Developer shall, if found to be in order, be ratified and confirmed by the Landowners and in addition, the Landowners hereby agree upon being required by the Developer in this behalf to forthwith execute any such



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additional powers or Authorities as may be required by the Developer for implementing the said Project and the Landowners also undertake to sign and execute all such additional applications and other documents which may be reasonably required for such purposes.

9.15. The Developer shall in consultation with The Landowners, frame all rules and regulations regarding the usage and rendition of common services to the intending Purchasers and also the common restrictions which should be normally kept in the sale and transfer of the residential and commercial Units in the Project.

9.16. All Common Areas, Installations and Facilities in the Project shall be managed by the Developer and upon its formation and hand over, by the Association for the common use and enjoyment of the joint Owners.

**ARTICLES : "X"**

(THIRD PARTY INTERESTS DOCUMENTATION)



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10.1. The Landowners shall execute necessary Power or Powers of Attorney in favour of the Developer or its nominated persons to enable the Developer to carry on the work of development and construction of the Project at the said property with power to sell, lease, let-out or otherwise deal with or Transfer the Units, Parking Spaces and/or other constructed areas or spaces in the Project to be constructed at the said Property.

10.2. The Landowners agree to give powers to the Developer and/or its nominee or nominees to sign all documents of transfer including all Agreements, Deed or Deeds of Conveyance of the Units, Parking Spaces, etc., in favour of the ultimate Purchasers thereof as and when requested by the Developer. If the Developer so consider feasible, it shall sign all such documents as the duly constituted Attorney of the Landowners the Developer having an interest in the subject matter of the appointment, its Authority shall continue unrevoked till completion of the Project and delivery of possession. The Landowners agree that they shall, while executing such documents, not demand or claim any further or additional sum or money or any part or share of



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the consideration to be received by the Developer from the said intending Transferees and/or Lessees subject to timely transfer of Landlords share of revenue.

- 10.3. The Landowners shall simultaneously with execution of this Agreement execute Power or Powers of Attorney in favour of the Developer and/or its duly appointed/authorised nominee or nominees in the form as may be required by the Developer, to enable it to carry on development and construction of the new Buildings in the Project, enter into Agreements for Sale and other documents or otherwise deal with the residential and commercial spaces as well as the undivided proportionate interest in the land of the said property appertaining to the said spaces, receive consideration moneys, execute receipts and all documents in connection therewith. The Agreements entered into by the Developer on behalf of the Landowners on the strength of the said Power or Owners of Attorney in terms of this Agreement shall be binding on the Landowners. The Landowners further agree that they will not revoke the said Powers of Attorney during the subsistence of this Agreement subject to timely transfer of Landlords share of revenue.



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10.4. The Developer will be entitled to deal with and/or execute Agreements for sale in respect of the Units and/or other constructed areas in the Buildings in the said property for the purpose of sale, lease and/or otherwise transfer thereto to Third Parties and / or end users on such terms and conditions as it may deem fit and proper without any interference by the Landowners. Decision of the Developer regarding selection of such third Parties and all terms and conditions of sale, shall be final and binding.

10.5. The Deed or Deeds of Conveyance of the Units together with the undivided proportionate share or interest of land comprised in the said property and attributable to such Unit, shall be drawn by the Advocate appointed by the Developer and executed by the Developer for itself and on behalf of the Landowners, either in favour of the intending Purchasers or their nominee or nominees after completion of the respective Units.

**ARTICLE : "XI"**

(GENERALLY)



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11.1. The Developer hereby agrees and covenants with the Landowners not to transfer and / or assign this Agreement or any rights or benefits hereunder in favour of any Third Party without the prior written consent of the Landowners. Any transfer of shares or the doing or not doing of any other act deed or thing which results in the management and control of party being changed shall be deemed to be an assignment without consent.

11.2. The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a Court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this



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Agreement or at law or in equity, including without limitation a right for damages.

11.3. Each Party shall indemnify, keep indemnified, defend and hold harmless the other Party and its directors, officers, employees assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty contained in this Agreement; (ii) any breach of or non-compliance with any covenant or any other term of this Agreement; and (iii) any claims, demands, suits, litigation and proceedings of any nature in respect of said Property.

11.4. Additionally the Landowners agree to indemnify, keep indemnified, defend and hold harmless the Developer and its directors, officers, employees, assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any claim of right, title, Ownership and interest in, to or upon the said property or any obstruction hindrance or



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impediment to development of the said property by the Landowners or any of them or any Third Party. In such event the Landowners will be liable to rectify such defect and/or dispute and/or settle such claim within 6 (Six) months from date of such intimation. Otherwise the Developer will be at liberty to cancel this instrument along with appropriate damages.

11.5. The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Landowners and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for „development and construction of the Project.

11.6. All costs, charges and expenses incidental to the construction of the Project, including cost of materials, Architect's fees shall be borne, paid and discharged by the Developer and the Developer hereby agrees to indemnify and keep indemnified the Landowners from and against all suits,



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proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same.

11.7. The Developer shall indemnify and always keep the Landowners, its employees, assigns and agents indemnified and harmless against.

11.7.1. All claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the Projector upto handing over possession of Units to the intending Purchasers and the Landowners shall at the cost of the Developer defend any action filed in respect of such injury brought under the Employees Compensation Act or other provisions of law.

11.7.2. Any lien or charges claimed or enforced against any material supplied in construction of the Project by any supplier of such materials.



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11.7.3. All acts, commissions, omissions, negligence and deviation in respect of the sanctioned Building Plan with such modification as be approved by the concerned Authority in regard to meeting its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, Engineers, architects and their successors to be employed in the Project.

11.7.4. All borrowings made for the Project and mortgages and charges created over the said property.

11.8. If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15 (Fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the



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performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting force majeure be extended by the same period as the period of force majeure event.

11.9. The Landowners and the Developer shall thus not be considered to be in breach of any obligation hereunder to the extent that the performance of the relevant obligation is prevented by the existence of force majeure condition with a view that the obligation of the party affected shall be suspended for the duration of the force majeure condition.

11.10. The documents for transfer including Agreements for Sale and Deeds of Conveyance of the Units in the Project shall be prepared by the developer or their nominated advocate. The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the new Buildings. The fees and cost of preparation, stamping, registration and other charges of the



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Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Transferees of all the constructed spaces of the new Building. The legal fees, if any, payable by every Transferee of Units in the Project to the developer at such rate which is determined/fixed by the developer and shall be paid at the time of the registration of the respective Agreements for Sale and the Deeds of Conveyance. The said legal fee is applicable for any flat/Unit booked in the project.

11.11. If at any time additional/further constructions before permissible on the said property due to change in any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs. The Developer shall sell such additional/further constructions and the sale proceeds thereof shall be shared by the Landowners and the Developer in the ratio mentioned herein.

11.12. Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Landowners to the Developer or creation of any right,



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title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.

11.13. All cost of stamp duty and registration fees and charges to the concerned Authorities, if any, required to be paid for registration of this Agreement and all incidental or miscellaneous and other charges and/or expenses to be incurred in respect thereof shall be paid by the Developer.

11.14. Any notice intended to be given by any party to the other shall be deemed to be properly and validly given only if it is delivered or sent by any means of recorded delivery, Registered Post A/D, Speed Post or delivered by hand to the registered Office addresses of the Landowners and Developer.

**ARTICLE : "XII"**

**(DISPUTE RESOLUTION AND FORUM)**

12.1. Parties shall attempt in good faith to resolve and dispute, differences, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not



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been settled through negotiation within 14 (Fourteen) days from the date of which either party has served written notes on the other of the dispute ("**DISPUTE NOTICE**") than the following provisions shall apply.

- 12.2. In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, either party shall be entitled to, by notice in writing ("**ARBITRATION NOTICE**") to the other party, refer such dispute for final resolution by binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification there under and such arbitration shall be before 3 (Three) Arbitrators, 1 (One) to be appointed by Owners and the other to be appointed by the Developer and the 2 (Two) Arbitrators thereafter by mutual consent appoint an Umpire and/or the Third Arbitrator. Place of arbitration will be at Kolkata. The language of arbitration will be in English and the Arbitrators shall have the power to pass summary awards in all matters including claim of damages by either Parties without reasoning which will be accepted by the Parties without any reason.



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- 12.3. The Parties hereby agree that until the award is given none of the Parties shall do any act, deed or thing whereby the construction and development of the project is in any way stopped or prevented provided the dispute is not relating to the quality of the material being used and/or relating to violation of the statutory provisions and/or deviation from the Building Plan.
- 12.4. In connection with the aforesaid arbitration proceedings, the courts at the District Court having territorial jurisdiction over the said property and the High Court only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

**ARTICLE : "XIII"**

**(JURISDICTION)**

- 13.1. **COURT** : Courts at Kolkata alone shall have the exclusive jurisdiction to try, entertain and consider all actions suits and proceedings arising out of this Agreement.



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DEVELOPMENT POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT we, (1) MR. ANIL KUMAR AGARWAL, having PAN : ACJPA0780C, Aadhaar No.3086 7490 5793, son of O.P. Agarwal, by creed : Hindu, Indian by national, by occupation : Business, (2) MRS. MANISHA AGARWAL, having PAN : ADAPA9365P, Aadhaar No.8847 9761 0722, wife of Anil Kumar Agarwal, by creed : Hindu, Indian by national, by occupation : Business, both are residing at 21/3, S. N. Chatterjee Road, Post Office : Sahapur, Police Station : Behala, Kolkata : 700038, District : 24 Parganas (South) and (3) ANIL KUMAR AGARWAL (HUF), having PAN : AAFHA2892F, represented by its Karta MR. ANIL KUMAR AGARWAL, having PAN : ACJPA0780C, Aadhaar No.3086 7490 5793, son of O.P. Agarwal, by creed : Hindu, Indian by national, by occupation : Business, residing at 21/3, S. N. Chatterjee Road, Post Office: Sahapur, Police Station : Behala, Kolkata : 700038, District : 24 Parganas (South), hereinafter referred to as "the LANDOWNERS/ EXECUTANTS" do hereby SEND GREETINGS :-

WHEREAS we, the Executants namely Mr. Anil Kumar Agarwal, Mrs. Manisha Agarwal and Anil Kumar Agarwal (HUF) represented



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by its Karta Mr. Anil Kumar Agarwal herein are joint Owners of **ALL** **THAT** the piece or parcel of land an area of 18 (Eighteen) Cottahs 14 (Fourteen) Chittacks along with 2 (Two) Cottahs 8 (Eight) Chittacks 12 (Twelve) Square Feet common passage be little more or less together with structure lying and situate at Premises No.51/10 Srijani being Assessee No.71-143-25-0455-8 within the limits of Kolkata Municipal Corporation, under Ward No.143, Police Station: Thakurpukur, Post Office : Joka in the District : 24 Parganas (South).

**AND WHEREAS** we have already appointed **SUN SHAKTI REALTOR LLP**, a Limited Liability Partnership Firm, having its registered Office at 21/7, Aswini Dutta Road, Post Office : Sarat Banerjee Road, Police Station : Lake, Kolkata : 700029, being represented by one of its Designated Partner viz. **SRI JAY S. KAMDAR**, son of Late Sharad. H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, hereinafter called and referred to as "the **DEVELOPER**" to developer our aforesaid property as mentioned herein above and herein below by constructing a new Building thereon and therefore we are committed to execute a



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Development Power of Attorney in favour of the said Company or its delegated person or persons to look after the day to day affairs, management of the subject property and as such we feel it necessary and urgent to appoint Attorney in our names and on our behalf and as such we, the Landowners/Executants, do hereby nominate constitute and appoint our well wisher **SRI JAY S. KAMDAR**, having PAN : AKWPK2270L, Aadhaar No.7074 3050 7318, son of Late Sharad. H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, being the Designated Partner of **SUN SHAKTI REALTOR LLP**, LLPIN : AAV-0792, having PAN : AEHFS9308G, a Limited Liability Partnership Firm, having its registered Office at 21/7, Aswini Dutta Road, Post Office : Sarat Banerjee Road, Police Station : Lake, Kolkata : 700029, as our true and lawful Attorney for us in our names and on our behalf to do and execute and perform or cause to be done, executed and performed all or any of the following acts, deeds and things :-

1. To enter, possess, look after, manage control, and supervise our property morefully mentioned in the **FIRST SCHEDULE** hereunder written.



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2. To appoint such Surveyor or other person/s as may be necessary for the purpose of soil testing and/or having the plot surveyed for the purpose of boundary, declaration and boundary construction etc.
  
3. To apply to the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1978 for the grant of all approvals that may/if/are required under the said Act for sanction of Building Plan and on sanction for taking all consequential steps in the said premise or any part thereof and for this purpose to sign all documents and papers as may be necessary and to appear before the Competent Authority for all hearings and to do all acts and things that shall be necessary for the aforesaid purpose (though it is the duty and obligation of the appointer to provide all permissions, no objection certificates and sanction for the said premises).
  
5. To give notice or notices to any Tenant or Tenants and other Occupiers of the land or Building standing thereon in our property, to quit and vacate for any purposes whatsoever and to avail of and enforce all remedies which are open to us in respect



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thereof and to exercise all rights already vested to us in our names and on our behalf.

6. To effect mutation or separation and/or amalgamation with any adjacent land in the Department of revenue, Kolkata Municipal Corporation and to sign all applications and objections in our names and on our behalf.

7. To make, sign, and verify all applications or objections before appropriate Authorities for all and any sanction, license, permission or consent, etc., to mutate, separate and/or amalgamate the said property with any adjacent land, required by law in connection with the management of our aforesaid property.

8. To appear for and represent us before the B.L. & L.R.O., D.L. & L.R.O., Collectorate, Sub-Divisional Officer, Kolkata Municipal Corporation, Housing Board, all courts, any Magistrate, Judge, Munsiff, C.E.S.C. Limited, Pollution Control Board, West Bengal Fire Service, Airport Authority of India, before any police station, and all Government offices, Commissioners of any Division in all



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matters and relating to our property or its affairs, represent us before all concerned Authorities for all purpose as the Owners of the said premises and in connection with all matters relating thereto and for that purpose to sign, and execute all necessary papers and documents in our names and on our behalf.

8. To engage or appoint any advocate, solicitor or any Agents other legal practitioner to sign and execute his deed of appointment and/or to receive such appointments and to sign plaints, petitions, pleadings appeals, affidavits, oppositions, reply, application, compromise, memo and/or adduce evidence in all Court proceeding before any Court of law or statutory Authorities and/or to take all other steps as may be required from time to time for the purpose of fulfillment of any or all the objects and to deal with all pending cases, if there be any.

9. To make, sign and verify all applications and objections to any statutory/other authorities for all or any sanction, permission or consent etc. required by law in connection with the aforesaid premises.



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10. To compromise, compound or withdraw cases or be non-suited to refer to arbitration all disputes and differences if it is all required.
11. To sign, verify and file application for execution of decrees or orders of any court in our names and on our behalf.
12. To withdraw and receive documents or money from any Court, Offices or Opposite Party either in execution of decrees or otherwise, and to do all the acts that may be necessary in connection with any of such cases.
13. To sign and execute Deed of Gift or Sale Deed for amalgamation, Deed of Gift of Strip of Land, Corner area or other documents as required by Kolkata Municipal Corporation or other Authority for optimum FAR utilization of said land.



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14. To enter into any Agreement for Sale or transfer or any other documents and/or to execute conveyance for sale of flat on completion of the Building and to do execute sign, verify any other documents, with or in favour of any intending Purchaser/s for sale or transfer of Flat/s and/or two/four wheeler parking space/s along with undivided proportionate share of land attributable to that Flat/s and two/four wheeler parking space/s or any further additional area part and portion thereof and to present them before the Registering Authority and other Authorities and have the documents executed and registered in accordance with law on our behalf and to receive earnest money, any part payment including the entire sale proceeds from the intending Purchaser or Purchasers and to give valid receipt and discharge for the same and to deposit all such amount in "**SPECIFIED ACCOUNT**" against proper receipt at the risk and responsibility of the Attorneys as agreed upon set forth in the said Memorandum of Agreement executed on even date.

15. To sign and execute any such Agreements, Deeds of Conveyance, any Declaration and instruments which the Attorney shall consider necessary and to enter into and/or



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agree to such covenant/s and condition/s as may be required and to admit execution and present all such Agreements, Deeds and documents before the concerned Registration Offices and to that effect to sign and execute all necessary papers, Agreements, Deeds and documents for complete Registration in our names and on our behalf.

16. To prepare Building plan/s, any modification/revised Building plan/s from such architect or architects as the said Attorney shall deem fit and proper and to submit the said plan/s before the appropriate Authority for sanction of the same and for that purpose to appear and to apply for obtaining sanction, permission, clearance and service connections before the appropriate Authorities, for sanitary, water, drainage, sewerage, electricity connection and any other amenity or amenities and/or service/s as are and may be required in respect of the FIRST SCHEDULE property, before Kolkata Municipal Corporation, W.B.S.E.D.C.L. Limited and any local and statutory and all government offices and apply for obtaining permit, license, permanent and temporary supply and service as may be required in our aforesaid property and for that purpose to deposit all fees required there for such sanction plan/s,



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modification plan/s from the Authority concerned and to receive and/or take delivery of all such sanction, permission, clearance, permit, license, permanent and/or temporary supply and service connections and to receive refund of any such fees/expenses paid that may be in excess of the required amounts and to that effect to sign in forms, applications, petitions and documents in our names and on our behalf.

17. That by virtue of this Power of Attorney our said appointed Attorneys shall have the absolute right and liberty to issue no objection certificate and sign or execute all other documents on our behalf to any intending Purchaser/s or for mortgaged of our undivided share in the aforesaid property or any part and portion thereof before any Nationalized Bank or Private Bank or any Financial Institutions and to sell the aforesaid property or any part thereof at any price or consideration as our said Attorneys think fit and better.

18. That by virtue of this Power of Attorney our said appointed Attorneys shall have the absolute right and liberty to issue no objection certificate and sign or execute all documents as



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required for the purpose availing financial assistance by the Developer.

19. To delegate all or any of the powers Authorities and liberties hereunder vested and to appoint any substitute/s limited to any one or more purposes, as he shall from time to time deem necessary in that behalf.

**BE IT EXPRESSLY STATED THAT** this Power of Attorney shall not be revoked and or shall remain valid till the entire Flat/s and or two/four wheeler parking spaces of Project at the said premises will be sold out by the Developer provided, the Developer shall comply the terms and conditions of registered Agreement executed on even date.

**ALL** other power/s as may be necessary to perform any obligation under registered Agreement executed on even date.

**THIS** Power of Attorney is unalterable.

**AND** we do hereby ratify and confirm and agree all act or acts, deed or deeds of our said Attorneys, which they shall lawfully, do execute or perform or cause to be done, executed and/or performed in terms of



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this Power of Attorney, which we could do ourselves, if we were personally present.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE SAID PROPERTY)**

**ALL THAT** piece and parcel of land measuring about little more or less 18 (Eighteen) Cottahs 14 (Fourteen) Chittacks along with 2 (Two) Cottahs 8 (Eight) Chittacks 12 (Twelve) Square Feet common passage comprising of two plots of 9 (Nine) Cottahs 7 (Seven) Chittacks along with 1 (One) Cottah 4 (Four) Chittacks 6 (Six) Square Feet common passage be little more or less recorded in R.S. Dag No.3755, R.S. Khatian No.1044 and 9 (Nine) Cottahs 7 (Seven) Chittacks along with 1 (One) Cottah 4 (Four) Chittacks 6 (Six) Square Feet common passage be little more or less recorded in R.S. Dag No.3757, R.S. Khatian No.109 both in Mouza : Purba Barisha, J.L. No.23, Police Station : Thakurpukur, Post Office : Joka, District : 24 Parganas (South), in the State of West Bengal under Premises No.51/10, Srijani, Ward No.143 of Kolkata Municipal Corporation along with 1500 (One Thousand Five Hundred) Square Feet of pucca structure standing thereon and the same is butted & bounded in the manner following, that is to say :-

**ON THE NORTH**

**: 12' wide K.M.C Road;**



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**ON THE SOUTH** : 12' wide Common Passage ;

**ON THE EAST** : Part of R.S. Dag Nos.3755 & 3757 .

**ON THE WEST** : 12' wide K.M.C Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
(SHAREHOLDING OF THE LANDOWNERS IN THE SAID PROPERTY)

SL. NO.	LAND OWNER	R.S. DAG NO	R.S. KHATI YAN NO	AREA OF LAND HOLDING
1	ANIL KUMAR AGARWAL	3755 & 3757	109 & 1044	6 Cottah 4 Chittak 30 Square Feet alongwith 13 Chittak 19 Square Feet common passage
2	MANISHA AGARWAL	3755 & 3757	109 & 1044	6 Cottah 4 Chittak 30 Square Feet alongwith 13 Chittak 19 Square Feet common passage
3	ANIL KUMAR AGARWAL(HUF)	3755 & 3757	109 & 1044	6 Cottah 4 Chittak 30 Square Feet alongwith 13 Chittak 19 Square Feet common passage



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**THE THIRD SCHEDULE ABOVE REFERRED TO**  
(MANNER AND SHARING OF SECURITY DEPOSIT BY THE LANDOWNERS)

**AT THE TIME OF SIGNING OF THIS DOCUMENT :-**

SL. NO.	LAND OWNER	BANK & BRANCH	DATE	CHEQUE NO	AMOUNT OF SECURITY DEPOSIT (IN RS.)
1	ANIL KUMAR AGARWAL	FEDERAL BANK B.B.D BAG.	24.03.2022	063945	13,33,333/-
2	MANISHA AGARWAL	FEDERAL BANK B.B.D BAG.	24.03.2022	063946	13,33,334/-
3	ANIL KUMAR AGARWAL(HUF)	FEDERAL BANK B.B.D BAG.	24.03.2022	063947	13,33,333/-



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24 MAR 2022

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

**SIGNED, SEALED AND DELIVERED**

by the Parties at Kolkata in the presence of:

**WITNESSES :-**

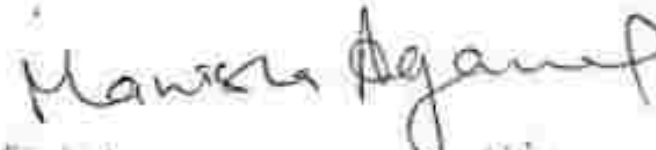


1. Mhinmay Naskar  
393 A Rabindra Sarani  
Kolkata-700005.

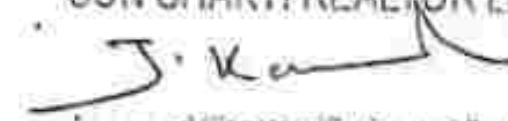
2. Arijit Das  
19th H.M. Rd.  
Kol- 700026

Drafted by us :-  
Arijit Kumar Bose  
ADVOCATE  
Alipore Police Court  
No. F/1168/2014  
Advocate  
Alipore Judges" Court, Kol : 27.

Computer Typed by :-

  
**DEBASISH NASKAR**  
Alipore Judges" Court, Kol : 27.

  
  
  
Signature of the **OWNERS**

SUN SHAKTI REALTOR LLP  
  
Signature of the **DEVELOPER**



DISTRICT SUB REGISTRAR-II  
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**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Developer the within mentioned sum of Rs. 40,00,000/- (Rupees forty lakhs) only towards the part payment of the security deposit in terms of this Agreement, as per Memo below :-

**MEMO**

- 1. Paid by A/C Payee Cheque being No. 063945, dated 24.03.2022, drawn on FEDERAL BANK at its B.B.D. BAG Branch, in the name of the Owner No.1 herein, amounting to Rs. 13,33,333/-
  - 2. Paid by A/C Payee Cheque being No. 063946, dated 24.03.2022, drawn on FEDERAL BANK, at its B.B.D. BAG Branch, in the name of the Owner No.2 herein, amounting to Rs. 13,33,334/-
  - 3. Paid by A/C Payee Cheque being No. 063947, dated 24.03.2022, drawn on FEDERAL BANK, at its B.B.D. BAG Branch, in the name of the Owner No.3 herein, amounting to Rs. 13,33,333/-
- TOTAL** ..... Rs. 40,00,000/-

(RUPEES FORTY LAKHS) ONLY

**WITNESSES :-**

1. Minmay Nasikah,  
393A Rabindra Sarani,  
Kolkata-700005.

*Manish Aggarwal*  
*Anil Aggarwal*  
*Anil Aggarwal*




Signature of the OWNERS

2. Anil K  
19A H.M. Rd.  
Kolkata-700026



DISTRICT SUB REGISTRAR-II  
SOUTH 24 PARGANAS ALIPORE  
24 MAR 2022

**SPECIMEN FORM FOR TEN FINGERPRINTS**

	<i>Anil Aggarwal</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	<i>Hanuman Prasad</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	<i>JAY S. KANPAR</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER





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

GRN Details

GRN: 192021220210038878 Payment Mode: Online Payment (SBI Epay)  
GRN Date: 22/03/2022 16:38:17 Bank/Gateway: SBIEpay Payment Gateway  
BRN : 3013872511130 BRN Date: 22/03/2022 16:03:33  
Gateway Ref ID: 94873639 Method: Federal Bank NB  
Payment Status: Successful Payment Ref. No: 2000903647/1/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: SUN SHAKTI REALTOR LLP  
Address: 21/7, ASWINI DUTTA ROAD  
Mobile: 9830718888  
EMail: sunshakti2020@gmail.com  
Depositor Status: Buyer/Claimants  
Query No: 2000903647  
Applicant's Name: Mr PARTHA SANA  
Identification No: 2000903647/1/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000903647/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	20071
2	2000903647/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	40028
			<b>Total</b>	<b>60099</b>

IN WORDS: SIXTY THOUSAND NINETY NINE ONLY.



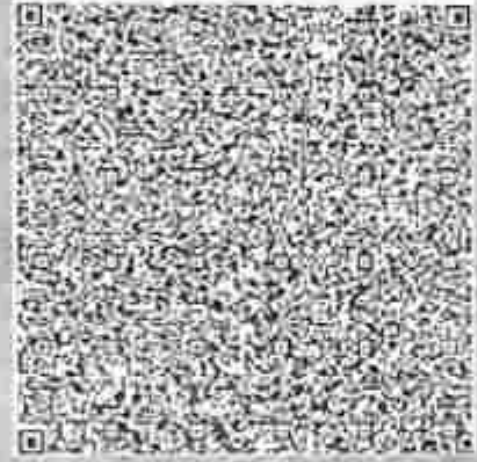
आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
ACJPA0780C



नाम / Name

ANIL AGARWAL

पिता का नाम / Father's Name

OM PRAKASH AGARWAL

जन्म की तारीख :  
Date of Birth

11/10/1973

*Anil Agarwal*

हस्ताक्षर / Signature

*Anil Agarwal*



ভারত সরকার

ভারত সরকার

Unique Identification Authority of India  
Government of India

চালিকাভুক্তি নং/Enrollment No.: JHQA/19800/25166

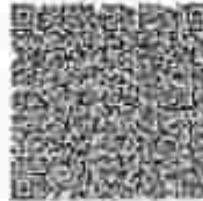
01/11/2012

To  
অনিল আগরওয়াল  
ANIL AGARWAL  
21/3 S.N.CHATTERJEE ROAD  
SAHAPUR Sahapur S.O  
Sahapur Kolkata  
West Bengal 730038

1430042



MN162136515DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**3086 7490 5793**

আধার - সাধারণ মানুষের অধিকার

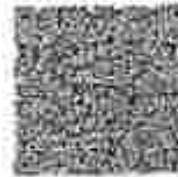


ভারত সরকার  
GOVERNMENT OF INDIA



অনিল আগরওয়াল  
ANIL AGARWAL  
পিতা : শ্রী প্রকাশ আগরওয়াল  
Father : SHRI PRAKASH AGARWAL  
জন্ম তারিখ / Year of Birth : 1973  
পুংস্ব / Male

**3086 7490 5793**



আধার - সাধারণ মানুষের অধিকার

*Anil Agarwal*

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

MANISHA AGARWAL  
MAHABIR DHANDANIA

10/07/1974  
Permanent Account Number  
ADAPA9365P  
Manisha Agarwal



Manisha Agarwal



ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

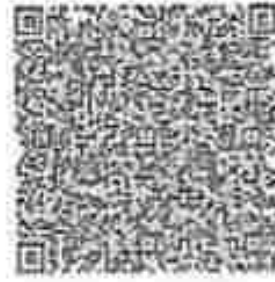
ভালিকাভুক্তির আই ডি/Enrollment No.: 1040/19800/25187

To  
 মনীষা আগড়ওয়াল  
 MANISHA AGARWAL  
 21/3 S.N.CHATTERJEE ROAD  
 SAHAPUR Sahapur S.O  
 Sahapur Kolkata  
 West Bengal 700038

10632531



MN166325313DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**8847 9761 0722**

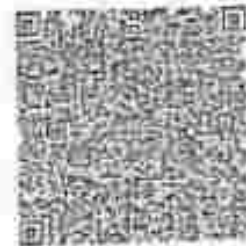
আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
 GOVERNMENT OF INDIA



মনীষা আগড়ওয়াল  
 MANISHA AGARWAL  
 পিতা : মহাবীর প্রসাদ দান ডানিয়া  
 Father : MAHABIR PRASAD DHAN DHANIA  
 জন্ম সাল / Year of Birth : 1974  
 মহিলা / Female



**8847 9761 0722**

আধার - সাধারণ মানুষের অধিকার

Scanned by CamScanner

*Manisha Agarwal*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ANIL KUMAR AGARWAL HUF



15/07/1995  
Permanent Account Number  
AAFHA2892F

Signature

*[Handwritten signature]*



SUN SHAKTI REALTOR LLP

J. K. K.

सत्यमेव जयते

उपकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

JAY S KAMDAR  
SHARD H KAMDAR  
12/05/1982

Panhandle Account Number  
AKWPK2270L

*J. Kamdar*  
Signature



*J. Kamdar*


 भारत सरकार  
 GOVERNMENT OF INDIA



 Jay. S. Kamdar  
 DOB: 12/06/1982  
 MALE



7074 3050 7318




मेरा आधार, मेरी पहचान

J. Kamdar


 भारतीय विशिष्ट पहचान प्राधिकरण  
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA

**Address**  
 S/O Late Sharad H Kamdar, 38A/26,  
 JYOTISH ROY ROAD, New Allpore,  
 Kolkata,  
 West Bengal - 700053

7074 3050 7318

### Major Information of the Deed

Deed No :	I-1602-03921/2022	Date of Registration	24/03/2022
Query No / Year	1602-2000903647/2022	Office where deed is registered	
Query Date	21/03/2022 11:04:51 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT, Thana : Allpore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status :Deed Writer		
Transaction	Additional Transaction:		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 40,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,17,62,908/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 20,171/- (Article:48(g))	Rs. 40,060/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :







District: South 24-Parganas, P.S:- Haridevpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Srijani Road, , Premises No: 51/10, , Ward No: 143 Pin Code : 700104

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	18 Katha 14 Chatak	1/-	1,07,50,408/-	Width of Approach Road: 12 Ft.
<b>Grand Total :</b>				<b>31.1438Dec</b>	<b>1 /-</b>	<b>107,50,408 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1500 Sq Ft.	1/-	10,12,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>1500 sq ft</b>	<b>1/-</b>	<b>10,12,500 /-</b>	







**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>ANIL AGARWAL</b> Son of O P AGARWAL Executed by: Self, Date of Execution: 24/03/2022 , Admitted by: Self, Date of Admission: 24/03/2022 ,Place : Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
	24/03/2022	LTI 24/03/2022	24/03/2022	
10, S N ROY ROAD, City:- , P.O:- SAHAPUR, P.S:-Behala, District:-South24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx0C, Aadhaar No: 30xxxxxxxxx5793, Status :Individual, Executed by: Self, Date of Execution: 24/03/2022 , Admitted by: Self, Date of Admission: 24/03/2022 ,Place : Office				
2	<b>Name</b> <b>MANISHA AGARWAL</b> Wife of ANIL KUMAR AGARWAL Executed by: Self, Date of Execution: 24/03/2022 , Admitted by: Self, Date of Admission: 24/03/2022 ,Place : Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
	24/03/2022	LTI 24/03/2022	24/03/2022	
10, S N ROY ROAD, City:- , P.O:- SAHAPUR, P.S:-Behala, District:-South24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx5P, Aadhaar No: 88xxxxxxxxx0722, Status :Individual, Executed by: Self, Date of Execution: 24/03/2022 , Admitted by: Self, Date of Admission: 24/03/2022 ,Place : Office				
3	<b>ANIL AGARWAL</b> 10, S N ROY ROAD, City:- , P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 , PAN No.:: ACxxxxxx0C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SUN SHAKTI REALTOR LLP</b> 21/7 ASWINI DUTTA ROAD, City:- , P.O:- SARAT BANERJEE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: AExxxxxx8G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name, Address, Photo, Finger print and Signature			
1	<b>Name</b> <b>JAY S KAMDAR</b> <b>(Presentant)</b> Son of Late SHARAD H KAMDAR Date of Execution - 24/03/2022, , Admitted by: Self, Date of Admission: 24/03/2022, Place of Admission of Execution: Office	<b>Photo</b>  Mar 24 2022 2:13PM	<b>Finger Print</b>  L71 24/03/2022	<b>Signature</b>  24/03/2022
38A/26 JYOTISH ROY ROAD, City:- , P.O:- NEW ALIPORE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx0L, Aadhaar No: 70xxxxxxxx7318 Status : Representative, Representative of : SUN SHAKTI REALTOR LLP (as AS PARTNER)				
2	<b>Name</b> <b>Mr ANIL AGARWAL</b> Son of O P AGARWAL Date of Execution - 24/03/2022, , Admitted by: Self, Date of Admission: 24/03/2022, Place of Admission of Execution: Office	<b>Photo</b>  Mar 24 2022 2:14PM	<b>Finger Print</b>  L71 24/03/2022	<b>Signature</b>  24/03/2022
10 SN ROY ROAD, City:- , P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx0C, Aadhaar No: 30xxxxxxxx5793 Status : Representative, Representative of : ANIL AGARWAL (as AS KARTRA)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>PARTHA SANA</b> Son of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 24/03/2022	 24/03/2022	 24/03/2022
Identifier Of ANIL AGARWAL, MANISHA AGARWAL, JAY S KAMDAR, Mr ANIL AGARWAL			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	ANIL AGARWAL	SUN SHAKTI REALTOR LLP-10.3813 Dec
2	MANISHA AGARWAL	SUN SHAKTI REALTOR LLP-10.3813 Dec
3	ANIL AGARWAL	SUN SHAKTI REALTOR LLP-10.3813 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	ANIL AGARWAL	SUN SHAKTI REALTOR LLP-500.00000000 Sq Ft
2	MANISHA AGARWAL	SUN SHAKTI REALTOR LLP-500.00000000 Sq Ft
3	ANIL AGARWAL	SUN SHAKTI REALTOR LLP-500.00000000 Sq Ft

**Endorsement For Deed Number : I - 160203921 / 2022**

**On 24-03-2022**

**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 12:00 hrs on 24-03-2022, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by JAY S KAMDAR .

**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 1,17,62,908/-

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

Execution is admitted on 24/03/2022 by 1. ANIL AGARWAL, Son of O P AGARWAL, 10, S N ROY ROAD, P.O: SAHAPUR, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business, 2. MANISHA AGARWAL, Wife of ANIL KUMAR AGARWAL, 10, S N ROY ROAD, P.O: SAHAPUR, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business

Identified by PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 24-03-2022 by Mr ANIL AGARWAL, AS KARTRA, ANIL AGARWAL (HUF), 10, S N ROY ROAD, City:- , P.O:- SAHAPUR, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038

Identified by PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Execution is admitted on 24-03-2022 by JAY S KAMDAR, AS PARTNER, SUN SHAKTI REALTOR LLP (LLP), 21/7 ASWINI DUTTA ROAD, City:- , P.O:- SARAT BANERJEE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Identified by PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 40,060/- ( B = Rs 40,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 40,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/03/2022 4:41PM with Govt. Ref. No: 192021220210038878 on 22-03-2022, Amount Rs: 40,028/-, Bank: SBI EPay ( SBlePay), Ref. No. 3013872511130 on 22-03-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 20,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 640647, Amount: Rs.100/-, Date of Purchase: 15/12/2021, Vendor name: S Das  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/03/2022 4:41PM with Govt. Ref. No: 192021220210038878 on 22-03-2022, Amount Rs: 20,071/-, Bank: SBI EPay ( SBlePay), Ref. No. 3013872511130 on 22-03-2022, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 173656 to 173752  
being No 160203921 for the year 2022.



Digitally signed by SUMAN BASU  
Date: 2022.04.11 18:34:40 +05:30  
Reason: Digital Signing of Deed.

(Suman Basu) 2022/04/11 06:34:40 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.



(This document is digitally signed.)