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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

[Signature]
District Sub-Register-III
Alipore, South 24-parganas

20 DEC 2024

DEVELOPEMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on the 20th Day
of December, 2024 (TWO THOUSAND AND TWENTY FOUR)

BETWEEN

45188

SL. No..... Date. 12/12/2024

Name :- B . C . LAHIRI (ADVOCATE)

ADD:- ALIPORE JUDGES' COURT KOLKATA-700027.

Ra. 10/-



TANMOY KAR PURKAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-700027



Identified by me—
Debarshi Mazumder
Sp-late Santosh Kumar Mazumder
East forthead Sahapur
Kol - 700084
Service

(1) SMT. MOUSUMI SHRESTHA (PAN : RCIPS3365B), (Aadhaar No.: 3110 1137 7144), wife of Sri Madhu Shrestha, daughter of Nitai Mondal, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at- Garia Station Road, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata - 700084, District - South 24 Parganas, **(2) SMT. MITHU DUTTA (PAN : EBYPD9702D), (Aadhaar No.: 4533 6720 1670)**, wife of Kamal Dutta, daughter of Nitai Mondal, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at- Taramani Ghat Road, P.O.- Paschim Putiari, P.S.- Tollygunj, Kolkata - 700041, District - South 24 Parganas, **(3) TAPATI MONDAL (PAN : DTXPM1552C), (Aadhaar No.: 4388 3794 7726)**, wife of Late Raju Mondal, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at- Garia Station Road, Near B. P. High School, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata - 700084, District - South 24 Parganas, hereinafter collectively called and referred to as the **LANDOWNERS** (which term or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, legal representatives, administrators and/or assigns) of the **ONE PART;**

AND

GANGULY EVERA DEVELOPERS LLP (PAN: AATFG9509M) a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 4Sight Prestige, 159, Garia Station Road, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata - 700084, and represented through one of its designated partner **SHRI AMIT GANGULY (PAN - AIEPG3746R) (Aadhaar No.: 2726 8086 1832)**, son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 174, Garia Station Road , P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata-700 084, District - South 24 Parganas, hereinafter referred to as the **DEVELOPER** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARG. ALIPORE
20-DEC 2024

in office nominee or nominees and/or assigns) of the **OTHER PART**;

WHEREAS the **LANDOWNERS** herein are now the joint owners of and seized and possessed of **ALL THAT** land measuring an area of about **4.8 decimal** be the same a little more or less together with a tile shed structure measuring about 100 sq. ft. standing thereon and the said land has been more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS one Hari Bhushan Neogi was recorded owner of land measuring about 11.5 decimal out of the total land of 23 decimal in R.S. Dag No.- 100, R.S. Khatian No.- 1055, more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS the said Hari Bhushan Neogi died intestate leaving behind his wife Nirmala Neogi, two sons namely Netai Lal Neogi @ Netai Lal Mondal and Kanai Lal Neogi @ Kanai Lal Mondal and three daughters namely Khadu bala, Ranibala and Bhushanbala, as his legal heirs who jointly inherited the land measuring about 11.5 decimal out of the total land of 23 decimal in R.S. Dag No.- 100, R.S. Khatian No.- 1055;

AND WHEREAS after the death of said Nirmala Neogi, sons and daughters of said Hari Bhushan Neogi jointly inherited the said land 11.5 Decimal lands;

AND WHEREAS one of the daughters of said Hari Bhushan Neogi namely Smt. Bhushanbala Das, wife of Dukhiram Das gifted her share in the said land i.e. 1.91 decimal (though in that deed the area was wrongly typed as 4 Decimal) out of total 11.5 Decimal lands to her nephew Chandan Mondal son of Kanai Neogi @ Kanai Lal Mondal by virtue of a registered Gift Deed dated 10.02.1977 bearing No. 1094 of 1977 of DR Alipore ;

AND WHEREAS one of the daughters of said Hari Bhushan Neogi namely Ranibala Das, wife of Surendranath Das, died intestate and issueless at her in law's house in



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARG., ALIPORE
20 DEC 2024

rural area. Her husband has also died intestate before her. That another daughter of said Hari Bhushan Neogi namely Khadubala Das, wife of Makhanlal Das died leaving behind her only son Sri Shital Chandra Das as her sole legal heir. The said Shital Chandra Das died intestate as bachelor. Therefore the share of two daughters of Late Haribhusan Neogi in the said land was evolved to his two sons according to Hindu Succession Act. Thus Netai Lal Neogi @ Netai Lal Mondal and Kanai Lal Neogi @ Kanai Lal Mondal became joint owners of 9.59 decimal lands out of all that 11.5 decimal lands;

AND WHEREAS thus virtue of Law of Inheritance the said Nitai @ Netai Lal Neogi @ Netai Lal Mondal became owner of undivided share of Land measuring 4.8 decimal be the same a little more or less together with a tile shed structure measuring about 100 sq. ft. standing thereon in R.S. Dag No.- 100, R.S. Khatian No.- 1055;

AND WHEREAS for the purpose of commercially exploit and constructing a multistoried building in his property said Nitai @ Netai Lal Neogi @ Netai Lal Mondal with his other co-sharers on 28-05-2014 entered into a Joint Venture Agreement with CITY STAR GRIHA UDYOG PRIVATE LIMITED in certain 'Terms and Conditions' mentioned in the said Agreement which was registered in the office of the ADSR Sonarpur and recorded in Book No. I, Volume No. 11, Pages 3561 to 3600 Being No. 05476 for the year 2014;

AND WHEREAS accordingly the said Developer started his part of contract but during progress on the said work, the parties to the said agreement later on found some difficulties in the smooth work and some technical difficulties in the said Agreement, they jointly decided to cancel/revoke the same. Accordingly a cancellation of joint venture agreement Deed was executed by them bearing Deed No. 162902929 for the year 2021, registered before the ADSR Garia and entered in Book No. I, Volume No. 1629-2021, Page from 116159 to 116188;



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

AND WHEREAS thereafter, said Nitai @ Netai Lal Neogi @ Netai Lal Mondal being desirous of construction of a new multi-storied building on his said First Schedule premises had approached the Developer herein and both the parties had executed a Development Agreement dated 12.05.2021, duly registered before the ADSR Garia, and recorded in Book I, Volume No. 1629-2021, Page from 116212 to 116264, being No. 162902935 for the year 2021;

AND WHEREAS said Nitai @ Netai Lal Neogi @ Netai Lal Mondal had also executed a Development Power of Attorney in favour of the Developer herein dated 12.05.2021, duly registered before the ADSR Garia, and recorded in Book I, Volume No. 1629-2021, Page from 116189 to 116211, being No. 162902942 for the year 2021;

AND WHEREAS said said Nitai @ Netai Lal Neogi @ Netai Lal Mondal, due to his natural love and affection towards his two daughters namely Mousumi Shrestha, wife of Madhu Shrestha, and Mithu Dutta, wife of Kamal Dutta along with his daughter-in-law namely Tapati Mondal, widow of Late Raju Mondal, son of said Nitai @ Netai Lal Neogi @ Netai Lal Mondal, he gifted his said landed properties unto and in favour of said Mousumi Shrestha, Mithu Dutta and Tapati Mondal by dint of a Deed of Gift dated 19-12-2024 which was duly registered before the Office of DSR III, being Deed No. 21658 for the year 2024;

AND WHEREAS by virtue of the aforesaid Deed of Gift, said Mousumi Shrestha, Mithu Dutta and Tapati Mondal, the Landowners herein became the joint owners and possessors of all that land measuring 4.8 decimal be the same a little more or less together with a tile shed structure measuring about 100 sq. ft. standing thereon in R.S. Dag No.- 100, R.S. Khatian No.- 1055, which is more fully and particularly mentioned in the First Schedule hereunder written;

Mithu Dutta



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGB., ALIPORE

20 DEC 2024

AND WHEREAS due to the changed circumstances as mention hereinabove, at present it is required to execute this present Development Agreement between the parties herein on the following terms and conditions as stated hereinafter;

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

ARTICLE - I - DEFINITION

In this Development Agreement unless it be contrary or repugnant to the context the following words shall have the following meaning:-

- 1.1 LANDOWNERS:** Shall mean **(1) SMT. MOUSUMI SHRESTHA (PAN : RCIPS3365B), (Aadhaar No.: 3110 1137 7144)**, wife of Sri Madhu Shrestha, daughter of Nitai Mondal, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at- Garia Station Road, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata - 700084, District - South 24 Parganas, **(2) SMT. MITHU DUTTA (PAN : EBYPD9702D), (Aadhaar No.: 4533 6720 1670)**, wife of Kamal Dutta, daughter of Nitai Mondal, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at- Taramani Ghat Road, P.O.- Paschim Putiari, P.S.- Tollygunj, Kolkata - 700041, District - South 24 Parganas, **(3) TAPATI MONDAL (PAN : DTXPM1552C), (Aadhaar No.: 4388 3794 7726)**, wife of Late Raju Mondal, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at- Garia Station Road, Near B. P. High School, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata - 700084, District - South 24 Parganas.
- 1.2 DEVELOPER:** shall mean **GANGULY EVERA DEVELOPERS LLP (PAN: AATFG9509M)** a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 4Sight Prestige, 159, Garia Station Road, P.O.- Garia, P.S.-



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

Narendrapur (erstwhile Sonarpur), Kolkata - 700084, and represented through one of its designated partner **SHRI AMIT GANGULY (PAN : AIEPG3746R) (Aadhaar No.: 2726 8086 1832)**, son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 174, Garia Station Road , P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata-700 084, District - South 24 Parganas.

- 1.3 SAID LAND** shall mean ALL THAT piece and parcel of Bastu land measuring an area of about **4.8 decimal** together with a tile shed structure measuring about 100 sq. ft. standing thereon out of the total land of 11.5 decimal in R.S. & L.R. Dag No.- 100, under R.S. Khatian No.- 1055, L.R. Khatian No.- 767 & 4762, being Portion of Holding No. 3006, Garia Station Road, Kolkata - 700084, comprised in Mouza- Barhans Fartabad, J.L. No.47, within Ward No. 29 of Rajpur-Sonarpur Municipality under ADSR & P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), within the District- 24 Parganas (South), morefully particularly described in the **FIRST SCHEDULE** hereunder written.
- 1.4 NEW BUILDING** shall mean the new building or buildings to be constructed on the said Land with the maximum floor area Ratio (FAR) available or permissible under the Rajpur Sonarpur Municipality New Building Rules and Regulations and for the time being prevailing as per the plan to be sanctioned by the Rajpur Sonarpur Municipality Building Department.
- 1.5 UNIT/FLATS** shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said plot of Land.



DISTRICT SUB REGISTRAR-III
SOUTH 24 P.S., ALIPORE
20 DEC 2024

- 1.6 BUILT-UP AREA** shall mean the total covered area of Flat including proportionate share of corridors, staircases lobby, lift lobby, caretaker room of the New Building or Buildings to be constructed at the said premises.
- 1.7 SUPER BUILT-UP AREA** shall mean the total constructed area which will include corridors, staircases, passage gateway, walls, water tanks, lobby reservoirs, pump room, meter room, caretaker room together with the walls and such other areas used for accommodating common services to the New Building or buildings to be constructed at the said plot of Land.
- 1.8 THE PLAN:** shall mean and include the plan or plans, revised plans, elevations, designs, drawings and specifications of the New Building or buildings as shall be sanctioned by the Rajpur Sonarpur Municipality, Building Department in accordance with law.

- 1.9 LANDOWNERS' ALLOCATION:** shall mean and include:

All that residential area measuring 1900 Sq. Ft. Built up area, i.e. 1762 Sq. Ft. carpet area, equivalent to **2565 Sq. Ft. of Super Built up area** on the 4th Floor of the proposed building, along with two Car Parking Spaces, as per the building plan or plans to be sanctioned by the Rajpur-Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule Plot of Land.

The Landowners' Allocation has been more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

- 1.10 DEVELOPER'S ALLOCATION:** shall mean and include the **remaining** built up area (save and except Landowners' Allocation) inclusive of



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

flats, commercial areas and car parking spaces as per the Building sanctioned Plan for the new building or buildings together with the undivided proportionate share of land and roof and the common facilities which shall absolutely belong to the Developer after providing for the Landowners' Allocation to the Landowners as aforesaid under this Development Agreement which is more fully and particularly described in the **THIRD SCHEDULE** hereunder written.

1.11 COMMON EASEMENT shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements, obligations and duties of like nature of the other units in the said building in or upon such unit or on part thereof, more fully and particularly described in the **FIFTH SCHEDULE** hereunder written. Common areas and facilities to be provided at the said premises shall be used and enjoyed by the Landowners and Developer jointly.

1.12 COMMON EXPENSES shall mean the proportionate share of the costs, charges and expenses for working maintenances, upkeepment, repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the Rajpur Sonarpur Municipality Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, after delivering possession of Landowners' allocation to the Landowners and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier more fully and particularly described in the **SIXTH SCHEDULE** hereunder written.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

- 1.13 TAX LIABILITIES:** The Landowners shall be liable to pay the tax to Rajpur Sonarpur Municipality & other statutory tax liability in respect of the flats and car parking spaces under the Landowners' Allocation from the date of receiving possession of Landowners' allocation as per terms of this deed. The Landowners shall also be liable to pay the GST or any other applicable taxes in respect of their allocation under this agreement, if applicable.
- 1.14 TRANSFEREE** – shall mean a person, persons firm limited company, Association of persons to whom any space and/or unit in the building to be constructed at the said plot of Land has been transferred.
- 1.15** Words importing masculine gender shall include feminine and neuter gender and vice versa.

ARTICLE - II - COMMENCEMENT

THIS AGREEMENT shall be deemed to have been commenced on and with effect from the date of its execution.

ARTICLE - III

LANDOWNERS' REPRESENTATIONS AND OBLIGATIONS

- 3.1** The Landowners are the lawful owners and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the entirety of the said plot of Land more fully particularly described in the **FIRST SCHEDULE** hereunder written.
- 3.2** Except the Landowners and their legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said plot of Land and/or any portion thereof.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

- 3.3 The Landowners are fully competent to enter into this Development Agreement.
- 3.4 The said plot of Land is free from all encumbrances, charges liens, lispendences, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5 There is no Mosque, debottor or burial ground on the said plot of Land.
- 3.6 The Landowners herein shall also appoint the Developer as their lawful constituted attorney by executing a registered Development Power of Attorney in favour of the Developer for the purpose of obtaining necessary permission and/sanction from different authorities in connection with the development of the said First Schedule Land, and also for pursuing up the matter with the Rajpur Sonarpur-Municipality and other statutory authorities and to do other act and deeds mentioned hereunder.
- 3.7 The Landowners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the Landowners shall have the right to supervise the construction of the new building or buildings as well as may also verify the quality of material used for construction at the said plot of Land personally.
- 3.8 The Landowners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building or buildings at the said plot of Land subject to the delivery of the undisputed possession of



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

the Landowners' allocation to the Landowner by the Developer's within specified period.

- 3.9** That for the purpose of making the proposed building more feasible and viable the Developer shall be entitled to amalgamate with neighboring/adjacent land in JV or by purchase, as the case may be and as the Landowners have no direct access from their plot to the road, therefor the Landowners shall not and cannot claim any extra area or allotment as land owners' allocation in the building project is in excess of their allocated area specifically mentioned herein.
- 3.10** The Landowners hereby agree and covenant with the Developer that the landowners are liable to pay all the arrear Rajpur Sonarpur Municipality taxes if any in respect of the Schedule mentioned property prior to the date of execution of this agreement.
- 3.11** The Landowners hereby agree and covenant with the Developer to pay proportionate municipal rates, taxes, on and from the date of delivery of the possession of the Landowners' allocation to the Landowners by the Developer.
- 3.12** The Landowners shall cause to be joined such as Vendor as may be required by the Developer in the Agreements and/or Sale Deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers, for the transfer of undivided proportionate share in the land only.
- 3.13** The Landowners shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building and for effectuating the sale and/or transfer envisaged hereunder.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

- 3.14** Upon the Developer's constructing and delivering possession to the Landowners of the Landowners' allocation, the Landowners shall hold the same on the terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.

ARTICLE- IV

DEVELOPER'S REPRESENTATIONS AND OBLIGATIONS

- 4.1** The Landowners had furnished photocopies of Title Documents with regard to the possession & title of their land under this agreement to the Developer. Based on the search of these documents and prima-facie satisfied with the Title, developer has decided to participate in the development of the land.
- 4.2** The Developer shall submit the said plan for sanction before the office of Rajpur-Sonarpur Municipality. It has been specifically agreed by the Developer that the Developer will submit for sanction of the plan of the proposed building before Rajpur-Sonarpur Municipality within one year from the date of execution of this Agreement, failing which Developer shall be liable to pay Rs. 5000/- per month to the owners towards damages for the delayed period of submission of the building plan for sanction beyond one year.
- 4.3** After obtaining sanction within 30 days the Developer shall demarcate the Landowners' Allocation and a supplementary agreement to be signed by both the parties which will be treated as part of this agreement. The landowners' allocated units shall be determined and fixed in reciprocal manner by the parties herein viz. at first the landowners shall choose one unit (residential and car parking) for themselves and then the Developer shall choose one



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
20.DEC 2024

unit (residential and car parking) for the landowners and that shall continue until the agreed upon 2560 Sq. Ft. of the super built up area of the landowners' allocation is exhausted.

- 4.4 Upon receipt of the peaceful and vacant possession of the said land and after sanction of building plan by concerned authority, the Developer shall commence constructions of the said multi-storied building as per the said sanctioned plan at its own cost.
- 4.5 The Developer shall complete the construction of the said building/s and deliver the owners' allocation as mentioned in the second schedule herein, as per specification and in good and habitable condition, to the owners towards the consideration for development of proportionate share of their land, positively within 48 months from this day or from the handover possession of vacant land to the Developer whichever be later, along with possession letter, copies of sanctioned building plan, Completion Certificate drainage and sewerage connection, permanent water connection with adequate ferrule and main electric supply line, upto date paid up tax bill; The said time may be extended for a further period of 6 months failing which the Developer shall be liable to pay Rs. 5000/- per month to the owners as compensation for the delayed period.
- 4.6 The Developer shall prepare plan of the Multi-storied building and get it sanctioned and shall construct, erect and complete the Landowners' allocation in the building at first, with all common facilities, amenities on the project in accordance with the sanctioned plan with good and standard materials as specified in Fourth Schedule, at its own cost within 48 months from this day or from the handover possession of vacant land to the Developer whichever be later,. Unless prevented by force majeure as defined in Article XIII.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

However the period of construction may be extended by mutual consent of the parties.

- 4.7 The Developer shall get the remaining portion of the built-up area of the proposed building constructed in accordance with Sanctioned Plan.
- 4.8 The Developer shall on completion of the New Building or buildings put the Landowners in undisputed possession of the Land Owners' allocation in habitable condition together with all rights in common in the portions and common amenities and facilities along with all easement and quasi easements rights within the stipulated period.
- 4.9 The Developer hereby agrees and covenants with the Landowners to complete the construction delivery of the possession of the Landowners' allocation to the Landowners of the new building at the said First Schedule plot of Land in terms of the sanction plan within the stipulated period. Time is the essence of this contract.
- 4.10 The Developer hereby agrees and covenants with the Landowners not to violate or contravene any of the provisions of Rules applicable for construction of the new building or buildings at the said plot of Land.
- 4.11 The Developer hereby agrees and covenants with the Landowners that Developer shall bear and pay all municipal and statutory rates, taxes and other dues and outgoing in respect of the said plot of Land without any objection from the date of handover of possession of project land till completion of construction.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

- 4.12 The Developer hereby agrees and covenants with the Landowners not to transfer and/or assign the benefits of this agreement or any portion thereof to any outsider.
- 4.13 The Developer will take the proceeds of scraps on demolition if any of the existing structure on the First Schedule plot of Land and the Landowners will not be entitled to the same.
- 4.14 In case the Developer's project is neglected, delayed or otherwise fails due to breach of contract and default within the time limit herein the Developer shall be liable to compensate the Landowner.
- 4.15 The Developer shall start the proceeding of sanction after taking the possession of the plot of land from the Landowners and the Developer shall deliver the possession of the Landowners' allocation within 48 months from this day or from the handover of possession of vacant land to the Developer whichever is later.

ARTICLE -V
(PROJECT AND PROJECT DEVELOPMENT)

- 5.1 The Landowners hereby grant subject to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said plot of Land and construct the New Building or buildings on the said plot of Land in accordance with the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department.
- 5.2 That the Developer shall at his own cost shall demolish the existing dilapidated structure standing on the said land and shall be entitled to get all the materials available therein.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

- 5.3 The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said plot of Land in accordance with the Building Plan with good and standard quality materials as may be specified by the Architects from time to time.
- 5.4 The Developer for the purpose of smooth running of development process and/or betterment of the project shall be entitled to appoint co-developer in respect of the said project land.
- 5.5 All application, Building plans and others papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Landowners and submitted by the Developer on behalf of the Landowners at Developer's own costs and expenses for sanction of the Building plan. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Rajpur Sonarpur Municipality and other authorities shall be borne and met by the Developer **PROVIDED HOWEVER** that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer in connection therewith.
- 5.6 The Developer shall have right to enter into an agreement with any third party for construction of the new building if he desired for that and in that case the Landlords shall not put any objection in future.
- 5.7 Developer herein shall have the right to install Signage on the roof at the place of its choice and the Landowners will not object or obstruct the Developers from doing so by any means or acts whatsoever.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

- 5.8** The Developer shall have the right to display Signboard on the land inviting the intending or prospective buyers of flats.
- 5.9** The roof of the constructed multi storied building shall remain for common use of the Landowners and Developer, furthermore, the Landowners shall not interfere or obstruct the Signage placed by the Developers herein for the purpose as described in para 5.7 hereto.
- 5.10** The Developer shall have right to purchase or enter into development agreement with the owners of another plot of Lands which is adjacent with this plot of Land mentioned in the first schedule herein under and the Developer shall have right to amalgamate this plot of Land with the other plots of Land which the Developer would purchase in future.
- 5.11** The Landowners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings at the said plot of Land and for this purpose the Landowners shall keep the Developer saved, harmless and indemnified so long the interest of the Landowners are protected.
- 5.12** The Developer shall construct the said Multi storied building in accordance with Sanctioned plan and terms of the agreement. The Landowners, if he so desires, in respect of his flats any change, addition, alteration and renovation, may get it done on payment of cost for this purpose, provided such change is not legally barred by the competent authority, which may demanded by the Developer. The cost incurred or to be incurred in such change shall be given in cash to the Developer by the Landowners either in advance or after completion of such work as settled by the parties.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

- 5.13** The Developer shall build a new building or buildings together with all rights in common in the common portions and common amenities and facilities which are more fully described in the **SEVENTH SCHEDULE** hereunder written. The Developer shall upon completion of the new building or buildings put the Landowners in undisputed possession of the Landowners useable Allocation together with all rights in common facilities as stated herein, positively within the time specified above. Time is the essence of contract.

ARTICLE -VI-TITLE DEEDS

- 6.1** Simultaneously with the delivery of possession of the said plot of Land to the Developer, the Landowners shall also deliver to the Developer all the original documents of title in their possession relating to the said plot of Land which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the Developer and the Developer shall produce the original copies of the same before the appropriate authority as and when required by the Developer and/or its nominee or nominees being the owners of the Land forming part of the Developers Allocation and also for sanctioning plan from the Rajpur Sonarpur Municipality and for smooth running of the construction work of the proposed building. The Developer will also give proper acknowledgement of documents on non-judicial stamp paper and duly signed by the authorised person of the Developer.
- 6.2** The Developer shall be entitled to mortgage the project land and execute necessary documents in this regard on behalf of the Landowners in favour of any bank/financial institute/NBFC to secure the project finance to be obtained by the developer for development of this project land only. However, the repayment of



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

any such loan shall be the sole responsibility of the developer and the Landowners shall not be liable for such repayment of loan by the developer in any manner whatsoever.

ARTICLE -VII-CONSIDERATION

- 7.1** In consideration of the Landowners allowing the Developer to commercially exploit the said premises at its cost the Developer shall allocate the Landowners' allocation as stated earlier in Article-I, Para 1.9 of this instant Agreement which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

ARTICLE -VIII COMMON FACILITIES

- 8.1** The Developer shall pay and bear all the dues of municipal taxes, water taxes in respect of the said plot of Land from the date of execution of the Joint Venture Agreement till the date of the delivery of possession of the Landowners' Allocation as stated herein in the new building and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
- 8.2** As soon as the new building is completed the Developer shall give notice to the Landowners requiring the Landowners to take possession of their Allocations in the building and then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Landowners shall be exclusively responsible for payment of all municipal and other taxes from the date of delivery of possession of the said Landowners' allocation, payable in respect of the said Landowners' allocation by the Landowners.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

- 8.3** As and from the date of service of notice of possession of the Landowners' allocation in the New building, the Landowner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate minimum service charges in respect of the new building @ Rs. 2.50/- per sq.ft. more or less in respect of the Landowners' allocation, the said charges to include, water, fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities and of all common wiring, pipes, electrical and mechanical equipment, switch gear, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipment, stairways, corridors, halls, passage ways, gardens, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time morefully particularly described in **SIXTH SCHEDULE** hereunder written. Provided all the facilities and amenities be available from the date of handing over possession of owners' allocation to them.

ARTICLE IX - COMMON RESTRICTIONS

- 9.1** The Landowners' Allocation in the new building at the said plot of Land shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building intended for the common benefits of all occupiers of the new building or buildings.
- 9.2** Neither the Landowners nor the Developer shall use or permit to use their respective Allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

nuisance or hazard to the other occupiers of the new building or buildings.

- 9.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.
- 9.4 The parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye-laws, Rules and Regulations.
- 9.5 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from or against the consequences of any breach.
- 9.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any condition in insurance of the new building or any part thereof and shall keep the Developer and other occupiers of the said building or buildings harmless and indemnified from and against the consequences of any breach.
- 9.7 No goods or other items/materials shall be kept by the Landowners or by the Developer for display or otherwise in the corridors or



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20-DEC-2024

other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building and in case any such hindrance is caused the Developer or the Executor, as the case may be shall be entitled to remove the same at the risk and cost of the other.

- 9.8 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.
- 9.9 The Landowners shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Landowners' allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for any similar purposes. Subject to 24 hours prior notice in writing to that effect.

ARTICLE X- LAND OWNERS' INDEMNITY

- 10.1 The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/or its part to be observed and performed.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

20 DEC 2024

- 10.2 The Landowners hereby undertake to keep the Developer indemnified against all third party claims and action against the said plots of project Land.

ARTICLE XI-DEVELOPERS INDEMNITY

- 11.1 The Developer hereby undertakes to keep the Landowners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building at the said plot of land.
- 11.2 The Developer hereby undertakes to keep the Landowners indemnified against all actions suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said plot of Land and/or in the matter of construction of the said building at the said plot of Land and/or for any defect thereon and/or for dealing with the Developer's allocation.

ARTICLE XII-MISCELLANEOUS

- 12.1 It is understood that from time to time to facilitate the construction of the new building at the said plot of Land by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowners relating to which specific provisions may not have been mentioned herein, and the Landowners hereby undertake to co-operate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

and the Landowners shall execute and sign all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the right of the owners and/or go against the spirit of this Agreement.

- 12.2 The Developer shall frame scheme for the management and administration of the said building at the said plot of Land and/or common parts thereof. The Land owners hereby agree to abide by all the Rules and Regulations of such Management/Association/Holding organization and hereby give their consent to abide by the same.
- 12.3 As and from the date of completion of the new building, the Developer and/or its transferees and the Landowners and/or their transferees shall each be liable to pay and bear proportionate charges on account of Building Tax, GST and other taxes payable in respect of their allocation (if applicable).
- 12.4 The entire roof/terrace of the building shall belong to the Developer and if by virtue of any change the RajpurSonarpur Municipality allows any further construction to be made on the said terrace, such construction shall be made by the Developer at its own costs and expenses.
- 12.5 That the new building to be constructed on the said plot of Land shall be known by a name to be fixed by the Developer.

ARTICLE XIII- FORCE MAJURE

- 13.1 The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

under the Force-Majeure clause. "Force-Majure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raid, strikes, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, any claim or disputes or doubts relating to or concerning the owner right, title, interest of the said First Schedule land including the statutory department such as BLLRO, ULC, Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Parties herein.

ARTICLE XIV- JURISDICTION

14.1 The High Court at Calcutta and Courts sub-ordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

AND WHEREAS, in order to develop the said landed property mentioned in the First Schedule herein before in terms of this instant Agreement the WE, the **LANDOWNERS/FIRST PART** herein as **PRINCIPAL** do also hereby appoint the **DEVELOPER/SECOND PART** herein as my lawful constituted Attorney or agent and execute this **DEVELOPMENT POWER OF ATTORNEY** in favour of the **DEVELOPER/SECOND PART** above mentioned to do and execute the following acts on my behalf:-

- 1.** To hold and defend possession of the said premises and every part thereof and receive and/or deliver possession thereof from and/or to any person or persons occupying the same or desirous of purchasing the same and also to



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

manage, maintain and administer the said premises every part thereof.

2. To pay all rents and taxes, charges expenses and other out goings whatsoever payable for or an account of the said premises or any portion thereof or any undivided share or shares therein and to ensure any building thereon against loss or damages by fire and/or other risks as be deemed necessary and/or desirable by our said Attorney and to pay all premium for such insurance.
3. To enter upon the said premises and every part thereof as be desired to view the state or repairs thereof and to require any occupier/licensees/purchaser as a result of such view to remedy any want of repairable any nuisance.
4. To execute and registrar necessary deed and documents in respect of the landed property for the purpose of amalgamation of the same with adjacent lands, whenever required.
5. To enforce any covenant in any Agreement, Sale Deed(except Landowners' allocation), Declaration and/or License or Tenancy Agreement or any other document relating to the said premises or any part thereof and if any right to re-enter arises in any manner under each covenants or under Notice to quit them to exercise such rights, amongst others.
6. To appoint and terminate the appointment of Architect and to get prepared plans for demolition, construction and/or re-construction of and/or additions and/or alteration to any new or existing Building or Buildings or Structures on the said premises or any portion or portions thereof.
7. To make sign and verify all applications or objections to appropriate



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

authorities for all and any License permission or consent etc. required by law in connection with management of the property or properties mentioned in Schedule below.

8. To effect mutation or separation of holding in the Revenue in Settlement Offices or Competent Authorities and sign all applications or objections or hearing and swear Affidavits relating to mutation or any other purpose in our names and on our behalf.
9. To appear for and represent before the Board of Revenue, Collector any District Sub-Divisional Officer, any Magistrate Judge, Munsif, BLRRO Office, any Magistrate, Judge, Munsif, Settlement Offices, Municipality, Improvement Trust, K.M.D.A. Fire Brigade, Commissions of any Division on all matter and things relating to estate or its affairs.
10. To appear before and execute all formalities to submit plan, before the Rajpur Sonarpur Municipality.
11. To pay fees, obtain sanction for principal plan and/or allocation and modification of plan and to take delivery of the same and such other orders and permissions from the necessary authorities including the Rajpur Sonarpur Municipality be expedient for sanctioning and/or modification and/or alterations of plans and also to submit and take delivery of title deeds concerning the said premises documents as be required by the necessary authorities.
12. To build upon and exploit commercially the said premises by making construction of building or buildings, thereon and for that to arrange to take down or demolish structure of whatsoever nature existing thereon or as may be constructed in future.
13. To appoint any Contractor/Sub-Contractor for construction work or



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

building thereon and to cancel the same and engage new contractor to be done by its own discretion as if We did the same personally.

14. To apply for and obtain such certificate, permissions and clearance including certificate and/or permissions from Govt. of West Bengal Housing Department under the Income Tax Act or other law relating to Revenue and/or Land and/or Building both Urban and Rural as may be required for execution and/or Registration of any Sale Deed (except Landowners' allocation), lease deed, mortgage deed or other documents of transfer in compliance with the terms of the Development Agreement coupled hereinbefore concerning the said premises and also to appear before and sign and submit all papers and submit all papers and documents and make representations to the necessary authorities for getting such certificate and/or permissions.
15. To negotiate on terms for and to agree and to sell the said space/spaces with flats and/or proportionate land to be lying or situate with common space and car parking space/spaces /share etc. in the premises to any Purchaser or Purchasers either for space, proportionate share of land and/or space with super structures and/or flat or flats at such price which the said Attorney in his absolute discretion think proper only upon the Developer's allocation and not in any case from the Landowners' Allocation.
16. To mortgage the schedule land and deposit the original title deeds and documents with a Bank, Financial Institution or any other NBFC for creation of mortgage on behalf of landowner and in favour of the Lender and sign the mortgage deed and such other documents as are necessary to secure the project finance to be taken for development of the project.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

17. To collect the maintenance charges, service charges or whatsoever charges from the intending Purchaser or Purchasers as it thinks fit.
18. To agree upon and to enter into any Agreement or Agreements with any party, Firm or Company for sale or sales of space or spaces with super structures or flats proportionate share of land and/or cancel and repudiate the same with the intending Purchaser or Purchasers in compliance with the terms of the Development Agreement coupled herewith only upon the Developer's allocation and not in any case from the Landowners' Allocation.
19. To receive from the Intending Purchaser or Purchasers any booking money and/or earnest money or advance or progressive advances and also the balance of the purchase money and to give good valid receipts for the same which will protect the interest of purchaser or purchasers only upon the Developer's allocation and not in any case from the Landowners' Allocation.
20. Upon such receipt as aforesaid and as our act and deed to sign and to execute and to deliver any Conveyance or Conveyances for the selling of proportionate share of land and/or flat/flats and/or space with super structures and/or flat/flats/space proposed to be constructed and maintenance and easement rights of the common areas of the proposed selling of space/flat/ proportionate share of land in favour of the Purchaser or Purchasers or their nominee or nominees our said Attorney also join as vendor in the Conveyance or Conveyances of the proposed sale if the said Attorneys receive and acknowledge the advance and/or booking money and/or earnest money and/or full consideration money from the intending Purchaser or Purchasers be treated as receipt and respectively from the Intending Purchaser or Purchasers as mentioned in Indenture made between the parties.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

21. To sign and execute all other deeds, instruments and assurance which he shall consider necessary and to enter into and/or agree to such covenant and condition as may be required for fully and effectually conveying the said proportionate share of land, flat/flats, flat/space together with the easement right of the common passage as ourselves to personally present only upon the Developer's allocation and not in any case from the Landowners' Allocation.
22. To prepare sign, execute, submit, enter into modify cancel, alter, draw approve present of Developer's allocation for registration and admit registration of all papers, documents, deeds, contractors, agreement, tenancy Agreement, Surrender Deed, Cancellation Deed, Nomination Deed, Rectification Deed, Declaration, Affidavit applications consent and other documents as may in any way be required to be so done for or in connection with all or any of the powers herein contained including sale, assignment, tenancies and/or leave and license, permissions of the said premises and every or any part thereof and the termination of all contracts rights of occupancy user and/or enjoyment by any person or persons whatsoever and also in connection with observing fulfilling and performing all the terms, conditions and covenants on our part to be observed fulfilled and performed under the terms of Development Agreement coupled herewith.
23. To commence, prosecute enforce, defend answer or oppose all actions and other legal proceedings and demand touching any of the matters aforesaid or any other matter relating to the said Premises in which we are now or may hereafter be interested or connected and also if though fit, give evidence and compromise refer to Arbitration abandon, submit to judgement or before non-suited in any such action or proceedings as aforesaid before any Court Civil or Criminal or Revenue including the



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

Rent Controller, District Court and Small Causes Court.

24. To appear and represent before any court including Hon'ble High Court and also Tribunals for and on my behalf and to appoint and engage Advocate for instituting or defending any suit or proceedings in court of Law and to sign all complaints, applications, petitions, written statements, etc., and to affirm any affidavit on our behalf and in doing it, may appoint Lawyer and to pay fees and charges and sign the Vakalatnama on my behalf for the purpose of the same in respect of the said property described in the Schedule hereunder.
25. To receive any payment and/or deposit all monies including the Court Fee, Stamp Duty, Rectification Fees, receive refunds and in receive and grant, valid, receipts and discharge in respect thereof.
26. For the better and more effectually executing the powers or authorities aforesaid to retain and employ Solicitors, Architects Mukhters and/or debt collecting or other agents.
27. To institute conduct and defend all proceedings for acquisition and/or requisition in respect of the said Premises or any part thereof and to receive compensation payable in respect thereof and also to grant, valid, receipts and discharges thereof.
28. To appear and represent me before all authorities make commitments and give undertakings as be required for all or any of the purpose herein contained.
29. To appear before the Rajpur Sonarpur Municipality and/or other Authorities regarding the Tax Assessment or in any other way relating to the said Premises or any portion thereof or any undivided share or shares therein.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

30. To observe fulfill and perform all the terms, conditions and obligations on our part to be observed fulfilled and performed under the said Development Agreement and to exercise all our rights therein.
31. To appoint and/or terminate the appointment from time to time and to make other or others of any substitute or substitutes for exercising all or any of the authorities herein above contained.
32. This Power of Attorney is related and collateral covenants of Development Agreement coupled herewith in respect of Schedule Property between the Landowner/Principal, the Developer/ Attorney.
33. The Power conferred hereby to the Attorney is in terms of the Development Agreement coupled herewith under the provision of Section 202 of the Indian Contract Act and shall remain restricted only for the Development of the said property mentioned in Schedule hereunder and construction of the proposed building and Agreements for Sale and Sale Deeds in respect of the said premises.

AND GENERALLY to do all acts, deeds and things concerning the said Premises or in any part thereof and for better exercise of the authorities herein contained which we could have lawfully done under our own hands and seals, if personally present.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF LAND AND PREMISES)**

ALL THAT piece and parcel of the land measuring an area of about **4.8 decimal** out of the total land of 11.5 decimal in R.S. & L.R. Dag No.- 100, under R.S. Khatian No.- 1055, out of which land measuring 2.4 decimal under L.R. Khatian No.- 767 and land measuring 2.4 decimal under L.R. Khatian No.- 4762, together with a tile shed structure measuring about 100



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

sq. ft. standing thereon being Portion of Holding No. 3006, Garia Station Road, Kolkata - 700084, comprised in Mouza- Barhans Fartabad, J.L. No.47, within Ward No. 29 of Rajpur-Sonarapur Municipality under ADSR & P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), within the District- 24 Parganas (South). The said land and the building is butted and bounded as follows:-

ON THE NORTH : By R.S. Dag No.- 99;
ON THE SOUTH : By R.S. Dag No.- 103;
ON THE EAST : By R.S. Dag No.- 104;
ON THE WEST : By R.S. Dag No.- 100 (P), Garia Sitala Mandir & 4' ft. wide road;

**THE SECOND SCHEDULE ABOVE REFERRED TO
(LANDOWNERS' ALLOCATION)**

SHALL MEAN AND INCLUDE:-

All that residential area measuring 1900 Sq. Ft. Built up area, i.e. 1762 Sq. Ft. carpet area, equivalent to **2565 Sq. Ft. of Super Built up area** on the 4th Floor of the proposed building, along with two Car Parking Spaces, as per the building plan or plans to be sanctioned by the Rajpur-Sonarapur Municipality, Building Department for the proposed construction at the said First Schedule Plot of Land.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)**

ALL THAT the remaining built up area mentioned hereinbefore (save and except the Owner's Allocation) inclusive of flats, commercial areas and car



DISTRICT and SUB-REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

parking spaces as per the Building sanctioned Plan for the new building or buildings together with the undivided proportionate share of land and roof and the common facilities which shall absolutely belong to the Developer after providing for the Landowner Allocation to the Landowner as aforesaid under this Development Agreement

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS OF CONSTRUCTION)**

1. Foundation & Structures

- a. RCC framed structure on concrete piles all the materials are to be best of quality and the steel should be from the Company of ISI brand.

2. Walls-

- a. Plaster of Paris in the interiors of the walls and ceilings.
- b. Attractive external finish with best quality cement paint like Weather Coat with silicon.

3. Doors- Main door should be of Flush doors/wooden/steel.

- a. Aluminum sliding windows with large glass panes (French window if required).
- b. Door frames of Sal wood.
- c. Solid core commercial hot pressed phenol bonded Flush doors with accessories from reputed Co. with ISI mark. The locks of all doors will be of reputed Co. of ISI mark.

4. Flooring:-

Flooring - Vitrified tiles of reputed co. drawing dining tiles size should be 2' x 2' sqre. or slab.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS., ALIPORE

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5. **Kitchen**– Floor should be non-slippery impressed tiles.
 - a. Coloured designed ceramic tiles up to height of 30 inch.
 - b. Kitchen working table counter top with granite to be used.
 - c. Provision for exhaust fan.
6. **Bathrooms:-**
 - a. Coloured/designed ceramic tiles up to height of upper level of window (minimum 7")
 - b. Concealed plumbing system using standard make pipes and fittings of ISI mark.
 - c. White sanitary ware of ISI Mark with C.P. fittings, Bathroom sanitary ware from reputed Co. and use taps and shower fitting should from reputed brand.
 - d. Provision for exhaust fan.
7. **Lift**– Lift for all co-owner and should be of reputed Company.
8. **Electrical:-**
 - a. Two 2KW Electric Meter shall be provided by the Developer exclusively to the Land Owner only in respect of his any Two Flats.
 - b. PVC conduit pipes with copper wiring
 - c. 15 & 5 Amp. Points one in living room, one bedroom, one bathroom and kitchen, T.V. connection should be in one bed room.
 - d. M.C.B. & E.L.C.B. make of reputed Co. to be installed in all Flats, floors of Blocks.
9. **Intercom facilities** to be installed and to be interconnected to all the flats and security office.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

10. **CCTV Surveillance** security system to be installed inside the ground floor lobbies and and the vacant area of the project.
 - a. Electrical Calling Bell point at entrance of residential flats.
 - b. Concealed Telephone point in living room & one Bedroom.
 - c. T. V. point in living room & all the Bed rooms.
 - d. Common lighting, street lighting to be of electrical.
11. **Special Features**
 - a. Common Staff toilet in ground floor.
 - b. Deep tube-well and overhead tank will be provided.
 - c. Roof treatment for water proofing on the Roof and heat reflecting tiles to be fitted.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EASEMENT)**

1. The clear un-interrupted right of access in common with the Landowner and/or other occupiers of the said building at all times and for all purpose connected with the use and enjoyment of the staircases, generator, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises roof, terrace, the passage leading to the building and staircase save and except the car parking spaces in the passage.
2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

said flat/unit over and along with the drive way and pathway comprised in the said building.

3. The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.
4. The right to passage in common as aforesaid electricity and soil from and to the said flat/unit throughout pipes, drains wires and conduits or beings in under throughout pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. The expenses for maintenance, operating white washing painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings deep tube well, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.
2. Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND AMENITIES, FACILITIES)**

1. Land on which the building is located and all easements rights, and appurtenances belonging to the said land and the building.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

2. Staircase on all the floors.
3. Staircase Landings and lift landings on all floors.
4. Lift well
5. Lift plant installation
6. Lift room.
7. Common passage and lobby on the ground floor excepting for parking space area if any.
8. Water pump water tank water pipes and other common plumbing installations.
9. Electrical substation, electrical, wiring, meter room, generator room and fittings.
10. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s)
11. Drainage, sewers and pipes from the building to the Rajpur Sonarpur Municipality drainage.
12. Pump room.
13. Boundary walls and main gates.
14. Ventilation duct.
15. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024

specified by the Developer expressly to be the common parts after construction of the building.

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 & DELIVERED

by the Parties

In presence of:-

1. *Sucowp Mandal*
Purpur, Jangalia
Jayrayar, 743372.

Mousumi Shrestha -

Mithu Dutta.

Tapati Manzel
SIGNATURE OF THE LANDOWNER

2. *Kuladireti Mizumder*
East Farakabad Schafara
Kol - 700084

GANGULY EVERA DEVELOPERS LLP

[Signature]
Designated Partner

SINGNATURE OF THE DEVELOPER

Drafted by:-

[Signature]
SOMA CHAKRABORTY
Advocate.

Baruipur Civil Court
WB - 2618/99



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
2-8-DEC 2024

SPECIMEN FORM FOR TEN FINGER PRINTS



Molzen Shrestha

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Hithu Dutta

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Tapati Mandal

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Subir

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
20 DEC 2024


 ভারতের নির্বাচন কমিশন
 পুরনো পত্র
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD

WB/23/109/489815




নির্বাচকের নাম : দেবব্রত মজুমদার

Elector's Name : Deabrata Mazumdar

পিতার নাম : সত্যনাথ মজুমদার

Father's Name : Santanath Majumdar

লিঙ্গ/সেক্স : পুরুষ / M

জন্ম তারিখ : XX/XX/1975

Date of Birth :

Deabrata Mazumdar.

WB/23/109/489815

ঠিকানা:

দক্ষিণ পার্শ্ববাদ, রাজপুর সোনারপুর, নরেন্দ্রপুর,
 পোস্টাল কোড-700084

Address:

DAKSHIN PARTBAG, RAJPUR SONARPUR,
 NARENDRAPUR, SOUTH 24
 PARGANAS-700084

Date: 30/04/2019

151 - Sonarpur Uttar Constituency

Facsimile Signature of the Electoral
 Registration Officer for:

151 - Sonarpur Uttar Constituency

বিজ্ঞপ্তি: এই কার্ডটি আপনার ভোটাভূমিকার জন্য ব্যবহার করা হবে।
 এটিতে আপনার নাম, পিতার নাম, লিঙ্গ, জন্ম তারিখ এবং
 ভোটাভূমিকার নাম উল্লেখ করা হয়েছে।

In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with your number

179 / 753

Major Information of the Deed

Deed No :	I-1603-21783/2024	Date of Registration	23/12/2024
Query No / Year	1603-2003190952/2024	Office where deed is registered	
Query Date	16/12/2024 8:15:01 PM	D.S.R. - III SOUTH 24-PARGANAS, District, South 24-Parganas	
Applicant Name, Address & Other Details	Soma Chakraborty Baruipur Civil Court, Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, PIN - 700144, Mobile No. : 8335047751, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 73,02,730/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,030/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

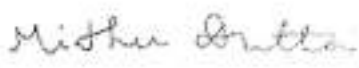
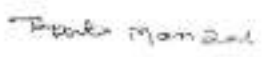
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Station Road, Mouza: Barhans Fartabad, , Ward No: 29 JI No: 47, Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-100	RS-1055	Bastu	Bastu	4.8 Dec	1/-	72,72,730/-	Property is on Road
Grand Total :					4.8Dec	1 /-	72,72,730 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	30,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Smt MOUSUMI SHRESTHA Daughter of Shri NITAI MONDAL Executed by: Self, Date of Execution: 20/12/2024 , Admitted by: Self, Date of Admission: 20/12/2024 ,Place : Office	Photo  20/12/2024	Finger Print  Captured LTI 20/12/2024	Signature  20/12/2024
GARIA STATION ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: RCxxxxxx5B, Aadhaar No: 31xxxxxxxx7144, Status :Individual, Executed by: Self, Date of Execution: 20/12/2024 , Admitted by: Self, Date of Admission: 20/12/2024 ,Place : Office				
2	Name Smt MITHU DUTTA (Presentant) Daughter of Shri NITAI MONDAL Executed by: Self, Date of Execution: 20/12/2024 , Admitted by: Self, Date of Admission: 20/12/2024 ,Place : Office	Photo  20/12/2024	Finger Print  Captured LTI 20/12/2024	Signature  20/12/2024
TARAMANI GHAT ROAD, City:- Not Specified, P.O:- PASCHIM PUTIARI, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: EBxxxxxx2D, Aadhaar No: 45xxxxxxxx1670, Status :Individual, Executed by: Self, Date of Execution: 20/12/2024 , Admitted by: Self, Date of Admission: 20/12/2024 ,Place : Office				
3	Name Smt TAPATI MONDAL Wife of Late RAJU MONDAL Executed by: Self, Date of Execution: 20/12/2024 , Admitted by: Self, Date of Admission: 20/12/2024 ,Place : Office	Photo  20/12/2024	Finger Print  Captured LTI 20/12/2024	Signature  20/12/2024
GARIA STATION ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: DTxxxxxx2C, Aadhaar No: 43xxxxxxxx7726, Status :Individual, Executed by: Self, Date of Execution: 20/12/2024 , Admitted by: Self, Date of Admission: 20/12/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	GANGULY EVERA DEVELOPERS LLP 159, GARIA STATION ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Date of Incorporation:XX-XX-2XX9 , PAN No.:: AAXxxxxx9M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri AMIT GANGULY Son of Late RANJIT GANGULY Date of Execution - 20/12/2024, , Admitted by: Self, Date of Admission: 23/12/2024, Place of Admission of Execution: Office		 Captured	
	Dec 23 2024 1:27PM	LTI 23/12/2024	23/12/2024	
174, GARIA STATION ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.: AXxxxxxx6R, Aadhaar No: 27xxxxxxxx1832 - Status : Representative, Representative of : GANGULY EVERA DEVELOPERS LLP (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri DEBOBRATA MAZUMDER Son of Late SANTOSH KUMAR MAZUMDER EAST FARTABAD SAHAPARA, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084		 Captured	
	20/12/2024	20/12/2024	20/12/2024
Identifier Of Smt MOUSUMI SHRESTHA, Smt MITHU DUTTA, Smt TAPATI MONDAL, Shri AMIT GANGULY			
Mr Debabrata Mazumder Son of Late Santosh Kumar Mazumder East Fartabad, Saha Para, City:- , P.O:- Garia, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084		 Captured	
	23/12/2024	23/12/2024	23/12/2024
Identifier Of Shri AMIT GANGULY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt MOUSUMI SHRESTHA	GANGULY EVERA DEVELOPERS LLP-1.6 Dec
2	Smt MITHU DUTTA	GANGULY EVERA DEVELOPERS LLP-1.6 Dec
3	Smt TAPATI MONDAL	GANGULY EVERA DEVELOPERS LLP-1.6 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt MOUSUMI SHRESTHA	GANGULY EVERA DEVELOPERS LLP-33.33333300 Sq Ft
2	Smt MITHU DUTTA	GANGULY EVERA DEVELOPERS LLP-33.33333300 Sq Ft
3	Smt TAPATI MONDAL	GANGULY EVERA DEVELOPERS LLP-33.33333300 Sq Ft

Endorsement For Deed Number : I - 160321783 / 2024

On 20-12-2024

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

Presented for registration at 13:20 hrs on 20-12-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Smt MITHU DUTTA , one of the Executants.

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 73,02,730/-

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

Execution is admitted on 20/12/2024 by 1. Smt MOUSUMI SHRESTHA, Daughter of Shri NITAI MONDAL, GARIA STATION ROAD, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife, 2. Smt MITHU DUTTA, Daughter of Shri NITAI MONDAL, TARAMANI GHAT ROAD, P.O: PASCHIM PUTIARI, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by Profession House wife, 3. Smt TAPATI MONDAL, Wife of Late RAJU MONDAL, GARIA STATION ROAD, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife

Indetified by Shri DEBOBRATA MAZUMDER, , Son of Late SANTOSH KUMAR MAZUMDER, EAST FARTABAD SAHAPARA, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/12/2024 10:08PM with Govt. Ref. No: 192024250323780831 on 19-12-2024, Amount Rs: 21/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2034274147 on 19-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by by online = Rs 10,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/12/2024 10:08PM with Govt. Ref. No: 192024250323780831 on 19-12-2024, Amount Rs: 10,020/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2034274147 on 19-12-2024, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 23-12-2024

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

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

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

Execution is admitted on 23-12-2024 by Shri AMIT GANGULY, PARTNER, GANGULY EVERA DEVELOPERS LLP, 159, GARIA STATION ROAD, City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Indetified by Mr Debabrata Mazumder, , Son of Late Santosh Kumar Mazumder, East Fartabad, Saha Para, P.O: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 10.00/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 45188, Amount: Rs.10.00/-, Date of Purchase: 12/12/2024, Vendor name: T K PUROKAYASTHA



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 562765 to 562814
being No 160321783 for the year 2024.



Dhar

Digitally signed by Debasish Dhar
Date: 2024.12.24 12:12:07 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 24/12/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.