

6963/2023

6944/2023

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A.R.A.
IV

AH 161705

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

Additional Registrar of
Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata
DEVELOPMENT AGREEMENT
AND POWER OF ATTORNEY

17 MAY 2023

THIS DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY is made on

this 17th day of May, Two Thousand and Twenty-Three

003090

Sl. No.....Date.....

Name.....

Add.....

AMT.....50.....

02 MAY 2023

02 MAY 2023

BASAB CHATTOPADHYAY
Advocate
High Court, Calcutta



SOUMITRA CHANDRA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kolkata

স্বাক্ষরিত নথিটি আইনজীবী বা
অন্য কোন ব্যক্তি দ্বারা প্রস্তুত
করা হলে এটি গ্রহণযোগ্য হবে না।
অন্য কোন ব্যক্তি দ্বারা প্রস্তুত
করা হলে এটি গ্রহণযোগ্য হবে না।

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করা হলে এটি গ্রহণযোগ্য হবে না।





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



090320232032555707

GRIPS Payment Detail

GRIPS Payment ID:	090320232032555707	Payment Init. Date:	09/03/2023 15:35:04
Total Amount:	35099	No of GRN:	1
Bank/Gateway:	HDFC Bank	Payment Mode:	Online Payment
BRN:	2075411526	BRN Date:	09/03/2023 15:37:48
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name: Himadri Chakraborty
Mobile: 7980131689

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230325557081	Directorate of Registration & Stamp Revenue	35099
Total			35099

IN WORDS: THIRTY FIVE THOUSAND NINETY NINE ONLY.

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



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



192022230325557081

GRN Details

GRN:	192022230325557081	Payment Mode:	Online Payment
GRN Date:	09/03/2023 15:35:04	Bank/Gateway:	HDFC Bank
BRN :	2075411526	BRN Date:	09/03/2023 15:37:48
GRIPS Payment ID:	090320232032555707	Payment Init. Date:	09/03/2023 15:35:04
Payment Status:	Successful	Payment Ref. No:	2000553173/4/2023

(Query No * Query Year)

Depositor Details

Depositor's Name:	Himadri Chakraborty
Address:	Kolkata Kolkata , West Bengal, 700001
Mobile:	7980131689
E-Mail:	advhimadri.chakraborty@gmail.com
Contact No:	7980131689
Depositor Status:	Advocate
Query No:	2000553173
Applicant's Name:	Mr SNEHAHSIS BOSE
Identification No:	2000553173/4/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	09/03/2023
Period To (dd/mm/yyyy):	09/03/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000553173/4/2023	Property Registration- Stamp duty	0030-02-103-003-02	10071
2	2000553173/4/2023	Property Registration- Registration Fees	0030-03-104-001-16	25028
Total				35099

IN WORDS: THIRTY FIVE THOUSAND NINETY NINE ONLY.

-BETWEEN-

(1) BISWAJIT SIPUI (PAN - ANLPS7263F), (AADHAAR - 4685 5685 8577), son of Late Manick Chandra Sipui, by faith Hindu, by Occupation - Business, by Nationality Indian, residing at VIP Towers, Block - E, 83, Golaghata Road, Sreebhumi Post Office, Kolkata - 700 048, **(2) SATYAJIT SIPUI (PAN - AYGPS0187A), (AADHAAR - 7822 4011 7077)**, son of Late Manick Chandra Sipui, by faith Hindu, by Occupation - Business, by Nationality Indian, residing at Block - E, Sreekunj, 83, Golaghata VIP Tower, Sreebhumi, Kolkata - 700 048, **(3) RANJIT SIPUI (PAN - ANLPS7264C), (AADHAAR - 7823 2938 6396)**, son of Late Manick Chandra Sipui, by faith Hindu, by Occupation - Business, by Nationality Indian, residing at VIP Towers, Block - E, Flat - 103/104, 83, Golaghata Road, Sreebhumi, Kolkata - 700 048, **(4) SANJIB SIPUI (PAN - AYCP9450L), (AADHAAR - 6827 2205 5865)**, son of Late Manick Chandra Sipui, by faith Hindu, by Occupation - Business, by Nationality Indian, residing at VIP Towers, Block - F, Flat - 103/104, 1st Floor, 83, Golaghata, Sreebhumi, Kolkata - 700 048, hereinafter called the "**Owners/Grantors**", (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **FIRST PART**

AND

M/S. SHREE SHYAM INFRA DEVELOPERS, PAN NO. AEXFS5308G, a partnership firm, having its office at Premises No. 18, (Holding - 30) Golaghata Road, Ground Floor, Post Office - Sreebhumi, Police Station - lake Town, Kolkata - 700048 (24 PGNS North), represented by its Partners namely, **1. RAJIV KUMAR GOENKA (PAN No. ADSPG1811C) (AADHAR NO. 7124 0006 3892)** Son of Late of Surendra Kumar Goenka, by Religion - Hindu, by occupation - Business, by Nationality - Indian, residing at 120, Block- C, Bangur Avenue, Kolkata - 700 055, **2. ASHWIN TEKRIWAL (PAN No. ABMPT0199C) (AADHAR NO. 9524 2611 5582)** Son of Mr. Dwarika Prasad Tekriwal, by Religion - Hindu, by occupation - Business, by Nationality - Indian, , residing at P-227, Lake Town, Block-'B', Post Office & Police Station - Lake Town, Kolkata - 700 089 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 his heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

- 1. Whereas** (a) Panchu Gopal Sipui son of Late Binod Behari Sipui, (b) Nepal Sipui and Gopal Sipui both sons of Late Umesh Chandra Sipui, (c) Nemai Sipui son of Late Dukhiram Sipui were the recorded owners of **ALL THAT** piece and parcel of Sali land measuring an area about 52 Decimals, out of which Panchu Gopal Sipui is entitled to 17.33 Decimals, Nepal Sipui and Gopal Sipui jointly are entitled to 17.33, Decimals, and Nemai Sipui is

entitled to 17.33 Decimal, out of 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag No. 235 under R.S. Khatian No. 332, corresponding to L.R. Khatian No. 75, 145, 136 and 158 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station - Lake Town, District -North 24 Parganas.

2. **Whereas** (a) Panchu Gopal Sipui son of Late Binod Behari Sipui, (b) Nepal Sipui and Gopal Sipui both sons of Late Umesh Chandra Sipui, (c) Nemai Sipui son of Late Dukhiram Sipui were the recorded owners of **ALL THAT** piece and parcel of Sali land measuring an area about 59 Decimals, out of which Panchu Gopal Sipui is entitled to 19.66 Decimals, Nepal Sipui and Gopal Sipui jointly are entitled to 19.66, Decimals, and Nemai Sipui is entitled to 19.66 Decimal, out of 59 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khatian NO. 295, corresponding to L.R. khatian NO. 75, 144, 137 and 156 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas.
3. **Whereas** The said Panchu Gopal Sipui died intestate leaving behind and/or survived by his (5) five sons namely Manick Chandra Sipui, Mukta Chandra Sipui, Swadesh Ranjan Sipui, Nanda Kumar Sipui and Ananda Sipui, and (2) Two Daughters namely Ashalata Burman and Mana santra, who all collectively became the absolute owners, of 17.33 Decimals, out of 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag NO. 235 under R.S. Khatian NO. 332, corresponding to L.R. khatian NO. 158 within the municipal limits of the South Dum Dum Municipality, Premises No. 207, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas and 19.66 Decimals, out of 59 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khatian NO. 295, corresponding to L.R. khatian No. 156 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas, each son individually having undivided 1/7th share.
4. **Whereas** the said two daughters of Late Panchu Gopal Sipui, namely Ashalata Burman and Mana Santra by way of Deed of Release dated 14th September, 1993, registered at the office of the Additional District Sub Registrar Bidhannagar (Salt Lake), recorded in Book No. I, Being Deed No. 7318, for the year 1993, released and transferred their undivided 2/7th share in respect land area comprised in R.S and L.R. Dag No. 234 and 235, unto and in favour of their (5) five brothers namely Manick Chandra Sipui,

Mukta Chandra Sipui, Swadesh Ranjan Sipui, Nanda Kumar Sipui and Ananda Sipui.

5. **Whereas** thus the said Manick Chandra Sipui, Mukta Chandra Sipui, Swadesh Ranjan Sipui, Nanda Kumar Sipui and Ananda Sipui, became the absolute owners, well seized and possessed of and sufficiently entitled to 17.33 Decimals, out of 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag NO. 235 under R.S. Khatian NO. 332, corresponding to L.R. khatian NO. 158 within the municipal limits of the South Dum Dum Municipality, Premises No. 207, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas and 19.66 Decimals, out of 59 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khatian NO. 295, corresponding to L.R. khatian NO. 156 within the municipal limits of the South Dum Dum Municipality, Premises No. 207, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas, each son individually having undivided 1/5th share.
6. **Whereas** The said Manick Chandra Sipui, died intestate on 20th April, 2021, leaving behind his wife Ranu Bala Sipui, four sons Biswajit Sipui, Satyajit Sipui, Ranjit Sipui, Sanjib Sipui, and four daughters namely Jharna Naskar, Tandra Dalui, Putul Khan and Sonali Roy who all became the owners and sufficiently entitled to undivided **1/5th share as left by Manick Sipui, equivalent to 3.466 Decimals,** over and in respect of 17.33 Decimals, out of 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 235 under R.S. Khatian NO. 332, corresponding to L.R. khatian NO. 158, within the municipal limits of the South Dum Dum Municipality, Premises No. 207, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas and **equivalent to 3.932 Decimals over and in respect of 19.66 Decimals,** out of 59 Decimals, in total aggregation and accumulation land area measuring about lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khatian NO. 295, corresponding to L.R. khatian NO. 156 within the municipal limits of the South Dum Dum Municipality, Premises No. 207, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas, **7.398 Decimals equivalent to 4.48 Cottahs,** hereinafter referred to as the **SAID PROPERTY, each having 1/9th Share over and in respect of the Said Property.**
7. **Whereas** the said Ranu bala Sipui, and Jharna Naskar, Tandra Dalui, Putul Khan and Sonali Roy, by way of Deed of Gift dated 30.11.2022, registered at the Office of the Additional District Sub Registrar Bidhannagar (Salt

Lake). Recorded in Book No. I, Volume No. 1504-2022, Pages from 206512 to 206542, Being Deed No. 150405016, for the year of 2022, gifted and transferred their undivided **5/9th share** over and in respect of the **SAID PROPERTY**, unto and in favour of 4 (four) sons Biswajit Sipui, Satyajit Sipui, Ranjit Sipui, and Sanjib Sipui.

8. **WHEREAS** the said 4 (four) sons namely Biswajit Sipui, Satyajit Sipui, Ranjit Sipui, Sanjib Sipui, became the collective owners, well seized and possessed of and sufficiently entitled to undivided **1/5th share as left by Manick Sipui, equivalent to 3.466 Decimals**, over and in respect of 17.33 Decimals, out of 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 235 under R.S. Khatian NO. 332, corresponding to L.R. khatian NO. 158, within the municipal limits of the South Dum Dum Municipality, Premises No. 207, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas and **equivalent to 3.932 Decimals over and in respect of 19.66 Decimals**, out of 59 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza-Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khaian NO. 295, corresponding to L.R. khatian NO. 156 within the municipal limits of the South Dum Dum Municipality, Premises No. 207, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas, in total aggregation and accumulation land area measuring about **7.398 Decimals equivalent to 4.48 Cottahs**, hereinafter referred to as the **SAID PROPERTY**, each having **1/4th Share over and in respect of the Said Property**.

9. The Developer herein on being approached and requested by the Owners and also relying on the various representations and assurances given by the Owners with respect to the marketable title of the Said Property, has agreed to undertake and carry out development of the Said Property, morefully described in the **Second Schedule** written hereunder, and it has been decided and agreed by the Parties that, the Developer shall develop the Said Property by constructing Multi Storied Building, in amalgamation the rest of the undivided land comprised in the Entire Property hereinafter referred to as the **SAID BUILDING** in accordance to the Sanctioned Plan (**Project**) comprising of various units, etc. capable of being held and enjoyed independently, on the agreed terms and conditions.

A. The Parties hereto have agreed to record in writing the various terms and conditions for Joint Development of the "Said Property" and construction of the proposed Project at or upon the land comprised therein as hereinafter contained.

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

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
 - 1.1 **"Applicable Law"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
 - 1.2 **"Approvals"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, Ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;
 - 1.3 **"Association"** shall mean any association, syndicate, committee, body, society or company which would comprise one representative from each Units of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;
 - 1.4 **"Owners"** shall mean and include **(1) BISWAJIT SIPUI (PAN - ANLPS7263F), (AADHAAR - 4685 5685 8577)**, son of Late Manick Chandra Sipui, by faith Hindu, by Occupation - Business, by Nationality Indian, residing at VIP Towers, Block - E, 83, Golaghata Road, Sreebhumi Post Office, Kolkata - 700 048, **(2) SATYAJIT SIPUI (PAN - AYGPS0187A), (AADHAAR - 7822 4011 7077)**, son of Late Manick Chandra Sipui, by faith Hindu, by Occupation - Business, by Nationality Indian, residing at Block - E, Sreekunj, 83, Golaghata VIP Tower, Sreebhumi, Kolkata - 700 048, **(3) RANJIT SIPUI (PAN - ANLPS7264C), (AADHAAR - 7823 2938 6396)**, son of Late Manick Chandra Sipui, by faith Hindu, by Occupation - Business, by Nationality

Indian, residing at VIP Towers, Block - E, Flat - 103/104, 83, Golaghata Road, Sreebhumi, Kolkata - 700 048, (4) **SANJIB SIPUI (PAN - AYCP59450L), (AADHAAR - 6827 2205 5865)**, son of Late Manick Chandra Sipui, by faith Hindu, by Occupation - Business, by Nationality Indian, residing at VIP Towers, Block - F, Flat - 103/104, 1st Floor, 83, Golaghata, Sreebhumi, Kolkata - 700 048, hereinafter called the "**Owners/Grantors**", (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **FIRST PART**

- 1.5 "**Developer**" shall mean and include **M/S. SHREE SHYAM INFRA DEVELOPERS, PAN NO. AEXFS5308G**, a partnership firm, having its office at Premises No. 18, (Holding - 30), Golaghata Road, Ground Floor, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700048 (24 PGNS North), represented by its Partner namely, **1. RAJIV KUMAR GOENKA (PAN No. ADSPG1811C) (AADHAR NO. 7124 0006 3892)** Son of Late of Surendra Kumar Goenka, by Religion - Hindu, by occupation - Business, by Nationality - Indian, , residing at 120, Block- C, Bangur Avenue, Kolkata - 700 055, **2. ASHWIN TEKRIWAL (PAN No. ABMPT0199C) (AADHAR NO. 9524 2611 5582)** Son of Mr. Dwarika Prasad Tekriwal, by Religion - Hindu, by occupation - Business, by Nationality - Indian, , residing at P-227, Lake Town, Block-'B', Post Office & Police Station - Lake Town, Kolkata - 700 089.

- 1.6 "**Said Property**" shall mean and include **ALL THAT** undivided **1/5th share as left by Manick Sipui, equivalent to 3.466 Decimals**, over and in respect of 17.33 Decimals, out of 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 235 under R.S. Khatian NO. 332 , corresponding to L.R. khatian NO. 158, within the municipal limits of the South Dum Dum Municipality, Premises No. 207, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas and **equivalent to 3.932 Decimals over and in respect of 19.66 Decimals**, out of 59 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza-Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khaian NO. 295, corresponding to L.R. khatian NO. 156 within the municipal limits of the South Dum Dum Municipality, Premises No. 207, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas, in total aggregation and accumulation land area measuring about **7.398 Decimals equivalent to 4.48 Cottahs**, hereinafter referred to as the **SAID PROPERTY**

- 1.7 "**Project**" shall mean and include **Multi Storied Building** consisting of Residential Units, commercial units, and car parking spaces to be

constructed at or upon land comprised in the "Said Property" upon amalgamation of the adjacent plots, in accordance to the Sanctioned Plan. In case of amalgamation with the back side land, then Multi storied Building shall be developed by the Developer.

- 1.8 **"Units"** shall mean and include Residential, Commercial Units and Car parking Spaces, which would be available for independent use and occupation at the said Project.
- 1.9 **"Commercial Units"** shall mean and include shops, show rooms, offices and other spaces meant for commercial use.
- 1.10 **"Car Parking Spaces"** shall mean and include car parking spaces both covered and open of the Project.
- 1.11 **"Development Work"** shall mean and include development of the "Said Property" comprised therein and construction of the proposed Project thereat by the Developer as per the Sanctioned Plan and also as per the Municipal laws and the Building Rules.
- 1.12 **"Sanctioned Plan"** shall mean and include the building Plan which shall be sanctioned and/or approved by the South Dum Dum Municipality, as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project and also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
- 1.13 **"Common Parts"** shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, underground and overhead water reservoirs, water pipes, water pump and motor, lifts, lift well, lift machine rooms and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the Project but shall not include the roof and the open spaces on the ground floor level of the Project which are not identified as Common Areas by the Developer.
- 1.14 **"Owners' Allocation"** It is agreed by the parties that in total area measuring (more or less) **7600 Sq.ft. (Built-Up area)**, comprising of (Residential and Car Parking Space) as per Sanctioned Plan in which **(1200 sq.ft. (built-up area) X 4 = 4800 sq.ft.)** flat on the 4th or 5th floor with 4 (four) covered car parking space on the ground floor, and togetherwith

ADDITIONAL REGISTRAR
OF ASSURANCES & KYC DATA
2023

(625 sq.ft. (built-up area) X 4 = 2500 sq.ft.) flat on the 3rd Floor with 1(One) covered car parking space of 110 sq.ft. on the ground floor, in the yet to be constructed multi-storied building, together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes Common Roof Right, as shall be attached to the Building.

- 1.15 **CONSIDERATION:** (1) The Owners shall be paid Non - Refundable, Forfeit amount of **Rs. 5,00,000/- (Rupees Five Lakhs only)**. The amount shall not be refunded by the Owners.
- 1.16 **"Developer's Allocation"** shall mean (1) the balance entire Constructed/Unconstructed, (Residential, Commercial and Car Parking Spaces (Covered and Open) and other Commercial Units on the Ground Floor save and except which shall be allotted to the Owners as mentioned hereinabove, of the Said Building, Together with Roof Right, together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes Common Roof Right, in amalgamation the rest of the undivided land of the other co-owners hereinafter referred to as the **SAID BUILDING** in accordance to the Sanctioned Plan (**Project**) and in future in amalgamation with the adjacent plot of land.
- 1.17 **"Architect"** shall mean the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed Project as per the Sanctioned Plan and also the Municipal laws and the Building Rules.
- 1.18 **"Buyers"** shall mean and include the intending Buyers/Transferees of commercial units and other saleable spaces, at the Project.
- 1.19 **"Competent Authority"** shall mean and include the South Dum Dum Municipality, and also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project. The Project shall be registered under West Bengal Housing Regulation Act, 2017.

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

- (i) enter upon and take permissive possession of the Said Property from the Owners for the purpose of development and construction of the Project/Complex thereon in accordance with the terms of this Agreement;
- (ii) appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project/Complex in accordance with the Approvals;
- (iii) to carry out all the infrastructure and related works/ constructions for the Complex, including water storage facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Property as may be required by the Architects of the Project in view of any Approvals, layout plan, or order of any Governmental Authority;
- (iv) to launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of all Units and/or saleable areas within the Developer's Allocation in the Project/Complex and the Said Property from the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas within the Developer's Allocation and related undivided interests in the Said Property and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements of transfer with all intending purchasers in respect of all Units and/or saleable areas within the Developer's Allocation in the Project/Complex and the Said Property, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefore and transfer Ownership, possession, use or occupation of all Units and/or saleable areas within the Developer's Allocation comprised in the Project to the respective intending purchasers / transferees;
- (v) Execute all necessary, legal and statutory writings, agreements and documentations including the declarations, affidavits and/or gift



deeds for sanction of Plans, amalgamation, licensing or sale of all Units and/or saleable areas within the Developer's Allocation as envisaged herein and appear, admit execution of and present for registration before the jurisdictional Registrar or Sub-Registrar the documents for the same;

- (vi) manage the Project and the Common Areas, Installations and Facilities constructed upon the Said Property and also to form the Association and thereafter, to transfer / assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;
- (vii) apply for and obtain any Approvals in its name or in the name of the Owners, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owners for the purpose of development and construction of the Project;
- (viii) generally, any and all other acts, deeds and things incidental or ancillary for the development of the Project as more elaborately stated in this Agreement;

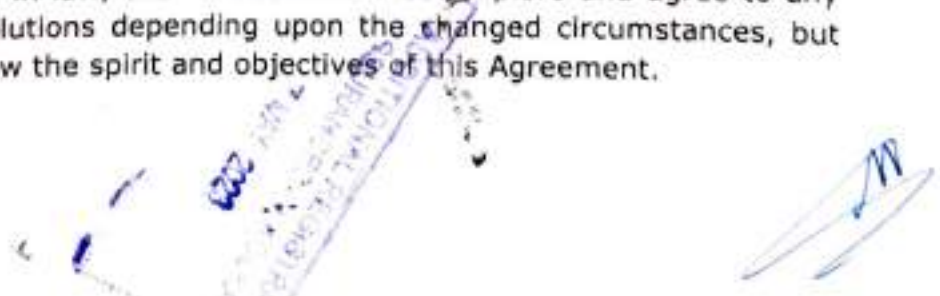
1.21 "**Force Majeure**" shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which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

2.INTERPRETATIONS:

- (a) Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.
- (b) Any covenant by the Developer and/or the Owners not to do or commit any acts deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.
- (c) Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.
- (d) The paragraph headings used in this Agreement are for convenience only and shall form part of this Agreement but not control the construction or interpretation of the clauses under the headings.
- (e) The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.
- (f) In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

3. PURPOSE, APPOINTMENT AND DATE OF COMMENCEMENT

3.1 Purpose:

- 3.1.1** This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Said Property in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.
 - 3.1.2** The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.
 - 3.1.3** If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.
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- 3.2 Appointment:** The Parties hereby accept all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoints the Developer as the Developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.
- 3.3 Commencement:** This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the Project (which shall mean and include development of the Said Property by constructing ready to use commercial building, complex comprising of various independent commercial units and dependent/independent car parking spaces, in habitable and useable condition) and also till the commercial exploitation of the Project either in full or as to be decided by and between the Parties, and as stated hereinafter.

4. MUTUAL COVENANTS:

- i. The Owners and the Developer jointly and severally represented covenant with each other as follows:
- (a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owners and Developer are competent to perform their respective obligations hereunder.
 - (b) This Agreement constitutes valid, legally binding and enforceable obligations;
 - (c) Both the Owners and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the Said Property in such manner as contemplated in this Agreement; and
 - (d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owners and/or the Developer. In other words, the mutual obligations and covenants as envisaged in this Agreement shall remain valid, undisturbed, binding on both the Parties, unless either of the Party is barred by any Order, Decree, Judgment of any



court of competent jurisdiction which directly or indirectly affect the Said Property and/or this Agreement.

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

- a) The "Said Property" is free from all encumbrances, mortgages, charges, liens, lispens, claims, demands, liabilities, attachments, leases, tenancies, debutter, wakf and trusts whatsoever created made done or suffered by the Owners or Owners' predecessors-in-title.
- b) The Owners have full power and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "Said Property" and that there is no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owners to entrust the development of the "Said Property" to the Developer as per the terms herein recorded.
- c) The Owners have not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Property" which is subsisting on the date of execution hereof.
- d) The Land Revenue, South Dum Dum Municipality taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Property" and the land comprised therein, have been paid up to date by the Owners and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement the Owners herein shall pay the same and in this regard.
- e) The Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owners, subject to the term that the Owners shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.
- f) The "Said Property" is not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "Said Property" and/or the development thereof.



- g) The "Said Property" is not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act 1955.
- h) There are no subsisting agreement or arrangement entered into by the Owners concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Property" or any part thereof nor is there subsisting any dealing of the Owners with the same in any manner whatsoever;
- i) The "Said Property" and/or the land comprised therein is not adversely affected by any provision of the West Bengal Estates Acquisition Act, 1953.
- j) The Owners shall be liable to mutate their names in the Records of Block Land and Reforms and in the records of South Dum Dum Municipality with the co-operation of the Developer.

6.DEVELOPER'S REPRESENTATIONS:

- 6.1 The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of the new building.
- 6.2 The Developer has sufficient means of necessary finance for carrying out the development of the "Said Property" and/or construction of the said Project thereat.
- 6.3 The Developer shall carry out and complete the development in respect of the "Said Property" and/or construction of the said Project strictly in accordance with the Sanctioned Plan and as per the relevant South Dum Dum Municipality Laws as may be applicable and building Rules relating to the development of immovable properties and/or construction of new Project and further strictly as per the provisions contained in these presents.

7. SECURITY DEPOSIT: (1) The Owners shall be paid a Refundable, ~~adjustable interest free~~ Security Deposit of **Rs. 20,00,000/- (Rupees Twenty Lakhs only)**. Each Owner will get Rs. 5,00,000/- (Five Lakhs Only). The amount shall be refunded from each Owners to the Developers at the time of handover Khas Possession of Onwer allocation in habitable condition.

8. DEVELOPMENT WORK:

- 8.1. The Owners being desirous of development of the Said Property has duly appointed and/or hereby appoints the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to

undertake and carry out development of the "Said Property" and construction of the said Project thereat as per the Sanctioned Plan and on the terms and conditions herein recorded.

- 8.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Property" and further agree to undertake and carryout the said project of development of the "Said Property" and construction of the proposed Project as per the Sanctioned Plan thereat in the manner and within the time and on the terms and conditions herein recorded.
- 8.3. The Owners hereby agrees to allow the Developer to undertake development of the "Said Property" in accordance with the 'Sanctioned Plan'.
- 8.4. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint Ownership or any other legal relationship between the party hereto except as specifically provided herein.
- 8.5. It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Property" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.
- 8.6. The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Property" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Property" for development. It is expressly agreed and declared that juridical possession of the "Said Property" for development shall vest in the Owners until such time the development is completed in all regards.

9. **DEVELOPER'S OBLIGATIONS/COVENANTS:**

- 9.1 In consideration of the Developer's Allocation aforesaid and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development Work of the "Said Property" and/or construction of the said Project in one or more phases and the same in accordance with the Sanctioned Plan and as per the **South Dum Dum Municipality** laws and building rules and upon observing fulfilling and performing all the terms and conditions of this Agreement.

- 9.2 The Developer shall duly apply for and obtain necessary plans duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "Said Property" and/or construction of the said Project in one or more phases as per provision of Municipal Laws. The Developer may cause to be prepared the plans for construction of the said Project by causing and ensuring the consumption of maximum permissible Floor Area Ratio (FAR).
- 9.3 The Developer shall also be responsible for soil testing, ground leveling, construction of boundary walls and construction of approach road to the project at its own costs.
- 9.4 The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Property" and/or construction of the said Project and in this respect, the Owners shall not in any manner be liable or responsible.
- 9.5 The Developer shall not require the Owners to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Property" and/or construction of the proposed Project.
- 9.6 The development of the "Said Property" and/or construction of the said Project shall be made in one or more phases and the same complete in all respect including installation of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other common parts. All the Commercial Units in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the **Second Schedule** hereunder written.
- 9.7 The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the **Second Schedule** hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the
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Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said Project.

- 9.8 The Developer herein shall solely be responsible for the structural stability of the building and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the Sanctioned Plan and/or infringement or violation of the municipal laws or other state laws and/or in respect of workmanship or quality of materials used and/or for any delay or default in respect of the construction and completion of the Project and/or for any delay or default pertaining to the Occupation Certificate and other clearances and permissions in respect of the Project.
- 9.9 The Developer shall keep the Owners Indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "Said Property" and/or construction of the said Project.
- 9.10 The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and the cost thereof shall be borne by the Developer and shall also obtain necessary occupation certificate from the South Dum Dum Municipality as be required under the statutes. However, applying for and obtaining electrical connection within each Unit shall not be the responsibility of the Developer.
- 9.11 The Developer herein shall, unless prevented by Force Majeure reasons, (a) carry out and complete the development of the "Said Property" and construction of the Project and (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupation certificate in respect of the Project from South Dum Dum Municipality and/or the competent authority, all positively **within 48 months from the from the date of Sanctioned Plan or starting of construction**, whichever is later with a **grace period of 6 (six) months** (hereinafter referred to as the "Project Completion Date").
- 9.12 The Developer shall complete the construction work of the said Project within the period as contemplated hereinabove. In case the construction work is stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.



- 9.13 The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations is prevented by the existence of the force majeure causes. The obligations of the Developer shall remain suspended during the duration of the force majeure.
- 9.14 The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, solely be responsible for planning the project, development of the "Said Property" and construction of the proposed Project, making publicity and marketing the Project and also selling or otherwise disposing of the "Units", "Parking Spaces" and also "other saleable spaces" of the Project and for management, maintenance and administration of the Project and its Common Parts until handing over to the Association and to observe, fulfill and perform all the terms and conditions hereof in connection therewith

10. OWNERS'S OBLIGATIONS/COVENANTS

- 10.1 The Owners herein shall mutate the names of them in the records of the Block Land and Land Reforms Office and South Dum Dum Municipality and others and bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "Said Property" till the date of the Sanctioned Plan.
- 10.2 The Owners shall allow the Developer to amalgamate the land of back side/adjacent land being the undivided share of the other Co-Owner comprised in the Entire Property and in this regard the Owners shall co-operate the Developer in all respect. The Developer shall bear all the Municipal Taxes and other expenses after the Plan shall be sanctioned and the Developer shall bear all the cost and expenses relating to amalgamation if the Said Property gets amalgamated in future with the back side land.
- 10.3 The Owners upon execution of the Development Agreement shall handover the peaceful, vacant and khas possession of the **Said Property** unto and in favour of the Developer.
- 10.4 The Owners shall maintain good and marketable title in respect of the "Said Property" till the sale of the proportionate share in the "Said Property" in favour of the intending buyers and further duly reply and comply with the reasonable requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.



- 10.5 The Owners shall as per its obligation, render its best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "Said Property" and/or construction of the said Project, as may from time to time be necessary or required.
- 10.6 The Owners shall not do or permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "Said Property" and/or construction of the said Project by the Developer.
- 10.7 The Owners shall be bound to produce all original documents before the bank and/or non-banking financial companies in order to facilitate financial accommodation.
- 10.8 The Owners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining original/revised Sanctioned Plan from the Competent Authority in the name of the Owners. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer to complete the intending development work of the "Said Property".
- 10.9 The Owners shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the Project at the costs and expenses of the Developer.
- 10.10 The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining conversion of the Said Property from the Competent Authority as may be required by the Developer in the name of the Owners. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer for conversion of the Said Property.
- 10.11 The Owners shall sign, execute and deliver all necessary papers, applications and other documents as may from time to time be prepared by



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

- 10.12 It is further clarified that if any other clearances, certificates, no objection certificates, conversions, mutations etc., in respect of the "Said Property" is required whether for the purpose of sanction or construction or anything relating thereto, the Developer shall obtain the same in the name of the Owners at the costs and expenses of the Developer.
- 10.13 The Owners shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations are prevented by the existence of the Force Majeure causes. The obligations of the Owners shall remain suspended during the duration of such Force Majeure.
- 10.14 However, if any existing clearances, certificates, no objection certificates, conversions, mutations, Sanctioned Building Plan already obtained by the Owners and provided to the Developer are found to be defective or unlawfully obtained, the Developer would apply for and obtain the same in the name and at the risk and cost of the Owners. Provided also that in the event of the existing clearance Certificates, No-objection Certificates, Conversions, Mutations and Sanctioned Building Plan already obtained by the Owners are found to be defective or unlawful, should the Developer despite its efforts is not able to obtain such Clearance Certificates, No-objection Certificates, Conversions, Mutations and Sanctioned Building Plan, the Developer shall not in any manner be liable for the same.
- 10.15 It is further clarified that if the Owners' title and/or representation in respect of the "Said Property" as aforesaid is found defective or untrue, then the Developer will rectify the same and/or settle the dispute and/or claim thereof on behalf of the Owners and the loss or expenses incurred by the Developer with regard to the said rectification and/or settlement of the said
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dispute and/or claim shall be adjusted from the Owners' Allocation accordingly.

11. Powers and Authorities

- 11.1 Power of Attorney for Building Plans Sanction: The Owners hereby grants to the Developer and/or its nominees Power of Attorney for the purpose of getting the Building Plan/s sanctioned / revalidated / modified / altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.
- 11.2 Power of Attorney for Construction and Sale of Units: The Owners hereby grant to the Developer and/or its nominees Power of Attorney for construction of the Building/s Complex/ Project and booking and sale of all Units within the Developer's Allocation.
- 11.3 Further Acts: The Owners shall also from time to time grant further Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts, deeds, matters and things, to carry out development of the "Said Property" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertakes that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement including but not limited to the documents as required for obtaining financial accommodation from any bank and/or financial institution.
- 11.4 The Owners herein shall not in any manner encumber, sell or otherwise deal with the "Said Property" nor part with possession of the "Said Property", in any manner whatsoever. This will not however prevent the Owners to deal with the "Owners' Allocation" in terms hereof.
- 11.5 The detailed powers granted by this presents are given in the Third Schedule hereunder.

12. CONSTRUCTION WORK:

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

- 12.2 The Developer herein shall appoint and employ such masons, miseries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistress, supervisors, chowkidars and dewans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the Project and to comply with all applicable laws connected therewith and in this respect, the Owners shall not in any manner be responsible.
- 12.3 The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out of the said development work and/or construction of the Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owners shall not in any manner be liable.
- 12.4 The works of development of the "Said Property" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects and also as per the Specifications mentioned in the **Second Schedule** hereunder written.
- 12.5 The Developer hereby assures that the Owners would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction. The Developer shall obtain all necessary insurances in respect of the Project.

13. COSTS OF CONSTRUCTION:

- 13.1 The Developer herein shall solely be responsible for carrying out the development of the "Said Property" and construction of the proposed Project.
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- 13.2 The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing development of the "Said Property" and the construction of the proposed Project in one or more phases and the same as per the Sanctioned Plan approved and/or to be revised/modified by the competent authority.
- 13.3 The parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the Municipality and/or the competent authority and other concerned Government authorities and/or departments and the Developer herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.
- 13.4 It is agreed and made clear that the Owners herein shall not be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "Said Property" and/or construction of the proposed Project.
- 13.5 The Parties have further agreed that so far as the costs of construction to be incurred and paid by the Developer as mentioned hereinabove the Developer hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development or construction of the said Project.

14. PUBLICITY & MARKETING

- 14.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces and Parking Spaces and other facilities within the Developer's Allocation comprised in the Projection such terms and conditions and at such prices as may be decided from time to time by the Developer.
- 14.2 The Developer may retain and appoint qualified agents for marketing and sales of the Project on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference on any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.
- 14.3 The Developer shall be entitled to receive consideration / allotment money / advance consideration, etc. in its own name in respect of sale of the Units and other areas within the Developer's Allocation comprised in the Project

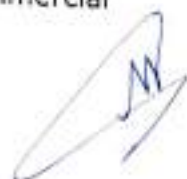


and give receipts thereof and transfer Ownership possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.

- 14.4 The Owners and the Developer hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for transfer / allotment, booking of any Unit or any other saleable spaces/ area within the Developer's Allocation in the Project to be developed or constructed over the "Said Property" and to accept or receive any request for booking or allotment of any Unit or any other saleable spaces/areas within the Developer's Allocation in the Project to be developed or constructed over the "Said Property"..
- 14.5 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale and/or otherwise transfer of the Units within the Developer's Allocation comprised in the Project shall be appropriated solely by the Developer.
15. The publicity and marketing of the project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.

16. SALE OF UNITS/PROJECT:

- 16.1. The Developer would sell, transfer or otherwise dispose of the Units and/or Car Parking Spaces of the Project within the Developer's Allocation in favour of the intending transferees, on leasehold basis and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:
- 16.1.1 All Sale Deed with regard to the Developer's Allocation may be signed and registered by the Developer the constituted attorney appointed by the Owners as per this Agreement and the Development Power of Attorney agreed to be granted by the Owners in favour of the Developer. However, the power and authorities as to be given by the Owners to the Developer and/or its representative shall always be subject to fulfillment of all obligations of the Developer towards the Owners.
- 16.1.2 It has been agreed that the payment of the allotment money by the intending transferees, the entirety of the Total Sale Proceeds including the earnest monies, part payments and consideration amounts, which the Developer would from time to time receive and/or realize on account and in respect of transfer of the several Residential Units, Commercial



Units and Car Parking Space of the Project within the Developer's Allocation would be taken in the name of the Developer and all buyers/transferees shall be notified in respect thereof and deposited in the Account of the Developer.

- 16.1.3 For the transfer of the commercial units and other saleable spaces of the Project within the Developer's Allocation as mentioned hereinabove, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest moneys, part payments and consideration amounts, which the Owners hereby agree and confirm.
- 16.2. The Parties hereto hereby agree that all agreements, contracts, deeds and documents for transfer of the Residential Units, Commercial Units and Car Parking Space of the Project shall be drawn up on terms, conditions and covenants as the Developer may decide with knowledge to the Owners and which the Project Advocate may approve. Further, Owners should also maintain the same format of document while disposing the Owners' Allocation being a part of the said Project to the future allottees.
- 16.3. The Parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, bill-boards etc. at the Said Property of its said brand name
- 16.4. **"Owners' Allocation"** It is agreed by the parties that in total area measuring (more or less) 7600 Sq.ft. (Built-Up area), comprising of (Residential and Car Parking Space) as per Sanctioned Plan in which (1200 sq.ft. (built-up area) X 4 = 4800 sq.ft.) flat on the 4th or 5th floor with 4 (four) covered car parking space on the ground floor, and togetherwith (625 sq.ft. (built-up area) X 4 = 2500 sq.ft.) flat on the 3rd Floor with 1(One) covered car parking space of 110 sq.ft. on the ground floor, in the yet to be constructed multi-storied building, together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes Common Roof Right, as shall be attached to the Building.
- 16.5. **CONSIDERATION: (1)** The Owners shall be paid Non- Refundable, **Forfeit amount of Rs. 5,00,000/-** (Rupees Five Lakhs only). The amount shall not be refunded by the Owners.
- 16.6. **"Developer's Allocation"** It is agreed by the parties that the total balance entire Constructed/Unconstructed, (Residential, Commercial and Car Parking Spaces (Covered and Open) and other Commercial Units on the

Ground Floor, save and except which shall be allotted to the Owners as mentioned hereinabove, of the Said Building, Together with Roof Right, together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes Common Roof Right, in amalgamation the rest of the undivided land of the other co-owners hereinafter referred to as the **SAID BUILDING** in accordance to the Sanctioned Plan (Project) and in future in amalgamation with the adjacent plot of land.

- 16.6 The Parties agree that the Developer shall be responsible to keep the **Owners' Allocation** secured from entry of trespassers or any other person who has no legal right over possession on the Owners' Allocation.
- 16.7 The Parties agree that the Developer shall have the sole, exclusive and absolute right to recover their cost of construction and profits from sale of the Developer's Allocation.
- 16.8 The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners will be prevented from enjoying, selling assigning, disposing of the Owners' Allocation or any part of it.
- 16.9 The Developer shall bear all the Municipal Taxes and other expenses after the Plan shall be sanctioned and the Developer shall bear all the cost and expenses relating to amalgamation if the Said Property gets amalgamated in future with the back side land.
- 16.10 The Developer shall complete the construction and make the said Project habitable and handover the Owners' Allocation within the Project Completion Date i.e., **48 months from the date of Sanction Plan** and start of Construction whichever is later and with a **grace period of 6 months** as described hereinabove, unless prevented by the circumstances of Force Majeure described hereinabove. After the completion of the Owners' Allocation, the Developer will inform the Owners to take possession of the Owners' Allocation in favour of the Owners in writing via Speed Post/ Registered Post and the Owners shall be bound to take the possession of the Owners' Allocation within 15 (Fifteen) days from the date of issuance of the said letter and if the Owners fail to take delivery of the Owners' Allocation within the stipulated time then it shall be deemed that satisfactory physical possession of the Owners' Allocation has been handed over to the Owners by the Developer on the seventh day of the date of issuance of the said letter and the Developer shall have no responsibility with regard to the Owners' Allocation thereafter.



- 16.11 Neither party shall demolish or permit demolishing or any wall or other structure in their respective allocation or any portion thereof and make any structural alteration after completion of the said Project without the written permission of the Society.
- 16.12 After completion of Building to get the electric connection on the same, the electric connection shall be taken by Owners and the Developer.

17. MORTGAGE:

- 17.1 The Owners hereby agrees, undertakes and acknowledges that the Developer shall be entitled, to obtain loans and/or advances from any RBI recognized financial institution/Bank and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required specifically and only for carrying out and completing the Project and not for any other purpose and the same by creating charge/mortgage over the Developer's Allocation by deposit of original title deeds or through a Deed of Simple Mortgage of and in respect of the Said Property and the same on such terms and conditions as the Developer shall think proper.
- 17.2 To enable the Developer to raise finance exclusively for development of the "Said Property", the Owners shall extend its co-operation and assistance as may be required for obtaining such loans and advances from any RBI recognized financial institution/Bank and/or Non-Banking Financial Companies (NBFCs) as also for creating charge over the Developer's Allocation in the "Said Property" and/or the Project. The Owners for such purpose shall grant Power of Attorney, wherein, the Developer and or its nominee or nominees would be empowered to represent the Owners to create charge in favour of the Banks and/or Non-Banking Financial Companies (NBFCs) in respect of the Developer's Allocation.
- 17.3 The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owners shall not be liable or responsible in any manner what so ever.
- 17.4 The Developer shall keep the Owners as also the "Said Property" and/or the said Project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owners or any buyer/transferee in the Project in this regard.



- 17.5 In no manner whatsoever till the completion of the project the Owners shall not be entitled to mortgage the Said property in favour of the Banks and/or Non-Banking Financial Companies (NBFCs) and till completion of the Project all the title documents shall be in the custody of the Developer.

18. RATES, TAXES AND MAINTENANCE:

- 18.1 The Owners herein shall bear and pay the land revenue, South Dum Dum Municipality taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" for the period till the date of execution hereof.
- 18.2 On and from the date of execution of this present, the Developer herein shall bear and pay the land revenue as also the Municipality Taxes and other rates taxes and outgoings whatsoever concerning or relating to the "Said Property" till the Developer complete construction of the Project and after handing over possession of the Owners' Allocation, the Developer and the Owners shall be liable to pay the rates and taxes and other levies in respect of their final allocation settled between the Owners and the Developer accordingly.
- 18.3 On and from the date of completion of the proposed Project as also making over of possession of the several Units and Car Parking spaces of the Project to the buyers and/or transferees, the Buyers/Transferees shall be responsible to bear and pay the land revenue, South Dum Dum Municipality taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Commercial units and/or Car Parking spaces.
- 18.4 On and from the date of completion of construction of the said Project, the Developer shall be responsible to look after, manage and administer the day-to-day maintenance of the Project as also maintenance of the common parts, areas, amenities and facilities at the Project, on the terms and conditions the Developer deems fit and proper, and till the formation of an Association/ Syndicate or incorporation of a Company for the purpose.
- 18.5 The Developer shall cause an Association or Syndicate or Limited company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said Project. The Developer shall also be responsible to frame the rules, regulations and byelaws of such Management Association/ Syndicate / Company.
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19. CERTAIN DEFAULTS AND CONSEQUENCES:

- 19.1. In case the Developer fails to construct and complete the Project within completion time as contemplated hereinabove then and in such event, the Developer shall be entitled to a further grace period of 6 (six) months subject to the Developer paying the "delay penalty/amount "and any other liabilities and consequences arising thereof to the Buyers/Transferees of both the Owners and the Developer as may be agreed in the Unit Transfer Agreement during such extended grace period of 6 (six) months. Provided also that if the Developer still fails to comply with its obligations within such extended grace period of 6 (six) months.
- 19.2. None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided hereunder. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

20. MISCELLANEOUS:

- 20.1. The Owners and the Developer have entered into this Agreement purely on principal-to-principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owners nor shall the parties hereto constitute an Association of persons.
- 20.2. Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owners of the "Said Property" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.
- 20.3. The proposed Project to be erected by the Developer in or upon the land comprised in the "Said Property" shall be named with such name as decided by the Developer.
- 20.4. On completion of the development of the "Said Property" and construction of the said Project as also distribution of the Owners' Allocation and the Developer's Allocation between the Owners and the Developer respectively as mentioned hereinabove, this Agreement shall stand fulfilled.



- 20.5. The Owners and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.
- 20.6. The Developer shall be entitled to raise more storied being sanctioned by the appropriate authority upon without amalgamation of any adjacent land. In case of the raising the additional floor, in future. The Developer shall bear all expenses relating to such and absolutely be entitled to enjoy, occupy such additional floor and same shall be considered as the Developer's Allocation in future.
- 20.7. Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.
- 20.8. At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Owners and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.
- 20.9. Any Goods and Service Tax or other impositions and taxes relating to development and construction of the Project and in respect of implementation of this transaction shall be borne and paid by the Developer.

21. NOTICES:

- 21.1 Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by registered post with acknowledgement due to the proper address, described below and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time) and by email. The Owners shall address all such notices and other written communications to the **Developer** and the Developer shall address all such notices and other written communications to **Owners**.
- 21.2 Time of Service:** Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery (2) if sent by registered post, on the 4th day of handing over the same to the postal authorities.



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

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

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

23. DOCUMENTATION:

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

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

24. ENTIRE AGREEMENT:

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

24.2 This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "Said Property" and/or development thereof as also construction of the proposed Project thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

25. AMENDMENTS:



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

26. SEVERABILITY:

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

27. ARBITRATION AND CONCILIATION:

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

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

28. JURISDICTION:

- 28.1 The Courts at Kolkata shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or relating to or arising out of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
"Said Property"

ALL THAT undivided **1/5th share as left by Manick Sipui, equivalent to 3.466 Decimals**, over and in respect of 17.33 Decimals, out of 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 235

under R.S. Khatian NO. 332 , corresponding to L.R. khatian NO. 158, within the municipal limits of the South Dum Dum Municipality, Premises No. 207, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas and **equivalent to 3.932 Decimals over and in respect of 19.66 Decimals**, out of 59 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khatian NO. 295, corresponding to L.R. khatian NO. 156 within the municipal limits of the South Dum Dum Municipality, Premises No. 207, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas, in total aggregation and accumulation land area measuring about **7.398 Decimals equivalent to 4.48 Cottahs**, butted and bounded as follows:

ON THE NORTH	:	By 175, Dakhin Dhari Road;
ON THE SOUTH	:	By 19, Dakhin Dhari Road;
ON THE EAST	:	By Brij Dham Complex;
ON THE WEST	:	By Dakhin Dhari Road;

THE SECOND SCHEDULE ABOVE REFERRED TO
Specifications

- **Structure**
RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.
- **Exteriors**
Cement plaster; Water Primer coating, with Weather Coat Paint.
- **Flooring**
Vitrified/Rectified tiles in Bedrooms, Living/Dining, and lobbies on all floors.
- **Interiors**
Putty punning inside flats; OBD painting over Putty punning in common areas and lobbies
- **Kitchen**
Anti-skid ceramic Tiles on floor; Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter; CP fittings of reputed make.
- **Toilets**

Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles on the walls; Ceramic wash basins; European WC and CP fittings of reputed make.

- **Doors**

Wooden Door Frames; Solid core Flush Door for main entrance door with night latch and magic eye; Wooden Door Frames; Solid Core Flush Door for all internal doors

- **Windows**

Anodised Aluminium Frames with fully glazed shutters.

- **Stairs**

Indian Patent Stone Flooring; MS railing.

- **Roof**

Properly waterproofed and Roof Tiles on the Floor.

- **Electrical**

Concealed insulated Aluminium wiring with switches of reputed make; AC points in master bedroom; Geyser points in master bathroom; Exhaust Fan points in all Bathrooms and Kitchens.

- **Plumbing**

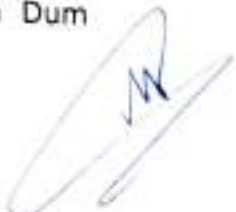
Internal concealed plumbing.

THE THIRD SCHEDULE ABOVE REFERRED TO **POWER OF ATTORNEY**

29.1 Sanction, Revalidation, Modification, Extension and Alteration of Building Plans and Other Statutory Compliances: To cause sanction, revalidation, modification, extension and alteration of the Building Plans to be prepared and submitted by appointing an qualified person/ architect and structural engineer and then to have the same sanctioned and/or revalidated and/or modified and/or extended and/or altered and/or revised by the concerned South Dum Dum Municipality and the Other Authorities and to pay fees, costs and charges for such sanction, modification, alteration, revision, extension and re-validation as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate and other certificates from the concerned South Dum Dum Municipality and Other Authorities.

29.2 Mutation and amalgamation: To mutate the name of the Owners in the concerned Block Land and Land Reforms Office and the South Dum Dum Municipality and to amalgamate the back-side land/adjacent OTHER

UNDIVIDED LAND OF THE CO-OWNERS land being the undivided share of the other Co-Owners with the **Said Property**.

- 29.3 Dealing with Authorities:** To deal with all authorities including but not limited to concerned South Dum Dum Municipality and Other Authorities for sanction, modification, alteration, extension, revision and re-validation of the Building Plans and to amalgamate the said property with the adjacent plots and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required and cause gift of portion of the Said Property in favour of the concerned South Dum Dum Municipality and Other Authorities for road widening or any other necessities, as be required by the Developer/Attorney.
- 29.4 Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.
- 29.5 Regulatory Clearances:** To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under (1) West Bengal Land Reforms Act, 1955 and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
- 29.6 Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the said Project on the Said Property.
- 29.7 Construction:** To construct temporary sheds and godowns for storage of building materials and running of site office and to construct the said Project and/or any other structure on the Said Property, in accordance with the Development Agreement.
- 29.8 Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Developer/Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Owners.
- 29.9 Signing and Execution:** To sign, execute, accept, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, Deed of Gift in favour of the South Dum Dum
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Municipality, confirmations and consents for and in connection with the Said Property, sanction, modification, alteration, revision and re-validation of the Building Plans, Boundary Declaration and to have the same registered and obtain all permissions and clearances as may be required for the same.

- 29.10 Mortgage:** To obtain construction loan from any Bank or financial institution as contemplated within the Development Agreement and/or any part thereof and can sign and execute all documents in this behalf from time to time and arrange for registration of the same from the appropriate authority.
- 29.11 Acceptance of Papers:** To accept notices and service of papers from the concerned South Dum Dum Municipality, Fire Brigade, Competent Authority under the Police, both Civil Court and Criminal Courts, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.
- 29.12 Granting Receipts:** To receive and pay and/or deposit moneys including fees, rent, interest from any person or persons, body or bodies, authority or authorities and receive fund and to receive and grant valid receipts and discharges in respect thereof.
- 29.13 Land Revenue:** To make payment of upto date land revenue/municipality/local authority taxes in respect of the Said Property by way of approaching the concerned authorities and obtaining necessary orders for such payment and to collect receipts thereof.
- 29.14 Outgoings:** To pay all outgoings, including South Dum Dum Municipality Taxes etc. in respect of the Said Property/said Project and to collect receipts therefore.
- 29.15 Mutation:** To take all necessary steps and to sign and submit all papers, applications and documents to record the Owners' name as Owners of the Said Property in the office of B.L.&L.R.O, the concerned Authority/ South Dum Dum Municipality, local authorities and/or any other concerned authorities and to pay fees, costs and charges for that purpose.
- 29.16 Land Conversion:** To take all necessary steps and to sign and submit all papers, applications and documents in connection with change of the nature and character of land contained in the Said Property *inter alia* by way of approaching the concerned authorities and obtaining necessary orders for conversion of the Said Property as may be required or deemed fit by the Developer and thereafter paying fees and charges for the same.

- 29.17 Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Property.
- 29.18 Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
- 29.19 Negotiation and Transfer:** To negotiate for transfer/ sublet/ assignment and transfer the Units and Parking Spaces in the said Project, comprised in the Developer's Allocation (as defined in the Development Agreement including any future supplementation/s and as per the terms therein), to the intending buyers, on terms and conditions as be deemed fit by the Developer and to prepare, sign, execute and deliver agreements, conveyances and other instruments in this regard.
- 29.20 Receive Payments:** To receive all payments with regard to the transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation to the intending buyers and acknowledge receipt of the payments.
- 29.21 Permissions and Clearances:** To apply for and obtain all kind Of permissions and clearances required for entering into such agreements, conveyances, sub-lease, assignment and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer of the Units in the said Project falls within the Developer's Allocation to the intending buyers.
- 29.22 Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated declarations, Gift Deed in favour of South Dum Dum Municipality, Amalgamation, and/or Other Authorities (if required), Boundary Declaration/s as may be required, and to appear before the Concerned Registrar for registration of Sale Deeds of, assignments, other instruments for transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation and in particular to present for registration, admit execution, have registered and obtain original of said declarations, said Gift Deed in favour of the concerned BMC and/or Other Authorities, And Sale Deeds for transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation.



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

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

Ratification

Hereby Made: The Owners/Grantor hereby ratifies and confirms and agrees to ratify and confirm all lawful actions of the Developer/Attorney in pursuance of this Power of Attorney.



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

SIGNED SEALED AND DELIVERED by the **Owners/Grantor** above named at Kolkata in the presence of:

Satyajit Sengupta
40/1, G.N.-Rd
Kolkata-27

Satyajit Sengupta
Ranjit Sengupta
Ranjit Sengupta

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

Bibek Jaiswal
2A, Chatterbagan Lane
Kolkata-6

SHREE SHYAM INFRA DEVELOPERS

Rajiv

PARTNERS

SHREE SHYAM INFRA DEVELOPERS

Ashwin

PARTNERS

Prepared & Drafted By:

Pranab Kumar Saha
(44)

Identified by (F/1691/2009)

PRANAB KUMAR SAHA
Advocate

High Court, Calcutta
CHAMBER ADDRESS
4, Govt. Place, Delta House
Floor, Room
Kolkata-700 001

RECEIVED on and from the Developer herein a sum of **Rs. 25,00,000/-** (Rupees Twenty-Five Lakhs) only security deposit as per memo hereunder written.

MEMO OF CONSIDERATION

Date	CHEQUE NO. / DD NO.	Bank	Amount Rs
16.05.23	018684	HDFC BANK	5,00,000.00
16.05.23	018685	HDFC BANK	5,00,000.00
16.05.23	018686	HDFC BANK	5,00,000.00
16.05.23	018683	HDFC BANK	5,00,000.00
16.05.23	000021	HDFC BANK	1,25,000.00
16.05.23	000022	HDFC BANK	1,25,000.00
16.05.23	000023	HDFC BANK	1,25,000.00
16.05.23	000024	HDFC BANK	1,25,000.00
		TOTAL	25,00,000.00

(Rupees Twenty-Five Lakhs) only

SIGNATURE OF THE WITNESS

1. *Satyajit Singh*

2. *Bibek Jaiswal*

Satyajit Singh
Ranjit Singh
Ranjit Singh

SIGNATURE OF OWNERS

SPECIMEN FORM FOR TEN FINGER PRINTS



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

Signature Ranjit Siperi



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

Signature - Ranjit Siperi



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

Signature Ranjit Siperi

SPECIMEN FORM FOR TEN FINGER PRINTS



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

Signature

anjil



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

Signature

Rajiv



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

Signature

Ashwin Tekwal

Major Information of the Deed

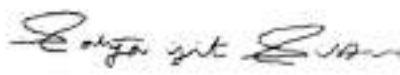
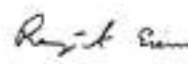
Deed No :	I-1904-06944/2023	Date of Registration	17/05/2023
Query No / Year	1904-2000553173/2023	Office where deed is registered	
Query Date	28/02/2023 7:33:28 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SNEHAHSIS BOSE Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No : 9007122066, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]		
Set Forth value	Market Value		
	Rs. 96,84,652/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,121/- (Article:48(g))	Rs. 25,112/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dakshindari Road.(sadhana to canal), Mouza: Kankuri, , Ward No: 034 JI No: 0, Pin Code : 700048

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-235 (RS :-)	LR-158	Bastu	Bastu	3.466 Dec		45,37,308/-	Property is on Road
L2	LR-234 (RS :-)	LR-156	Bastu	Bastu	3.932 Dec		51,47,344/-	Property is on Road
		TOTAL :			7.398Dec	0 /-	96,84,652 /-	
	Grand Total :				7.398Dec	0 /-	96,84,652 /-	

Land Lord Details :

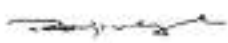
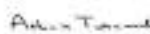
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr BISWAJIT SIPUI Son of Late MANICK CHANDRA SIPUI Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	17/05/2023	LTI	17/05/2023	17/05/2023
	City:- , P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ANxxxxxx3F, Aadhaar No: 46xxxxxxxx8577, Status :Individual, Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office			
2	Name Mr SATYAJIT SIPUI Son of Late MANICK CHANDRA SIPUI Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	17/05/2023	LTI	17/05/2023	17/05/2023
	City:- , P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AYxxxxxx7A, Aadhaar No: 78xxxxxxxx7077, Status :Individual, Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office			
3	Name Mr RANJIT SIPUI Son of Mr MANICK CHANDRA SIPUI Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	17/05/2023	LTI	17/05/2023	17/05/2023
	City:- , P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ANxxxxxx4C, Aadhaar No: 78xxxxxxxx6396, Status :Individual, Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office			

4	Name	Photo	Finger Print	Signature
	Mr SANJIB SIPUI Son of Late MANICK CHANDRA SIPUI Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office			
	17/05/2023	LT1 17/05/2023	17/05/2023	
City:- , P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AYxxxxxx0L, Aadhaar No: 68xxxxxxx5865, Status :Individual, Executed by: Self, Date of Execution: 17/05/2023 , Admitted by: Self, Date of Admission: 17/05/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SHREE SHYAM INFRA DEVELOPERS City:- , P.O:- SREEBHUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 , PAN No.:: AExxxxxx8G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr RAJIV KUMAR GOENKA Son of Late SURENDRA KUMAR GOENKA Date of Execution - 17/05/2023, , Admitted by: Self, Date of Admission: 17/05/2023, Place of Admission of Execution: Office	Photo  May 17 2023 4:44PM	Finger Print  LT1 17/05/2023	Signature  17/05/2023
City:- , P.O:- BANGUR AVENUE, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx1C, Aadhaar No: 71xxxxxxx3892 Status : Representative, Representative of : SHREE SHYAM INFRA DEVELOPERS (as PARTNER)				
2	Name Mr ASHWIN TEKRIWAL (Presentant) Son of Mr DWARIKA PRASAD TEKRIWAL Date of Execution - 17/05/2023, , Admitted by: Self, Date of Admission: 17/05/2023, Place of Admission of Execution: Office	Photo  May 17 2023 4:45PM	Finger Print  LT1 17/05/2023	Signature  17/05/2023

City:- , P.O:- LAKE TOWN, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxx9C, Aadhaar No: 95xxxxxxxx5582 Status : Representative, Representative of : SHREE SHYAM INFRA DEVELOPERS (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SNEHASHIS BOSE Son of Late SANKAR BOSE City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	17/05/2023	17/05/2023	17/05/2023

Identifier Of Mr BISWAJIT SIPUI, Mr SATYAJIT SIPUI, Mr RANJIT SIPUI, Mr RAJIV KUMAR GOENKA, Mr ASHWIN TEKRIWAL, Mr SANJIB SIPUI

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BISWAJIT SIPUI	SHREE SHYAM INFRA DEVELOPERS-0.8665 Dec
2	Mr SATYAJIT SIPUI	SHREE SHYAM INFRA DEVELOPERS-0.8665 Dec
3	Mr RANJIT SIPUI	SHREE SHYAM INFRA DEVELOPERS-0.8665 Dec
4	Mr SANJIB SIPUI	SHREE SHYAM INFRA DEVELOPERS-0.8665 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr BISWAJIT SIPUI	SHREE SHYAM INFRA DEVELOPERS-0.983 Dec
2	Mr SATYAJIT SIPUI	SHREE SHYAM INFRA DEVELOPERS-0.983 Dec
3	Mr RANJIT SIPUI	SHREE SHYAM INFRA DEVELOPERS-0.983 Dec
4	Mr SANJIB SIPUI	SHREE SHYAM INFRA DEVELOPERS-0.983 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dakshindari Road (sadhana to canal), Mouza: Kankuri, , Ward No: 034 JI No: 0, Pin Code : 700048

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 235, LR Khatian No:- 158		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 234, LR Khatian No:- 156		Seller is not the recorded Owner as per Applicant.

On 17-05-2023

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

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

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

Presented for registration at 15:32 hrs on 17-05-2023, at the Office of the A.R.A. - IV KOLKATA by Mr ASHWIN TEKRIWAL ..

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 96,84,652/-

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

Execution is admitted on 17/05/2023 by 1. Mr BISWAJIT SIPUI, Son of Late MANICK CHANDRA SIPUI, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business, 2. Mr SATYAJIT SIPUI, Son of Late MANICK CHANDRA SIPUI, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business, 3. Mr RANJIT SIPUI, Son of Mr MANICK CHANDRA SIPUI, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business, 4. Mr SANJIB SIPUI, Son of Late MANICK CHANDRA SIPUI, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business

Indetified by Mr SNEHASHIS BOSE, , , Son of Late SANKAR BOSE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Service

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

Execution is admitted on 17-05-2023 by Mr RAJIV KUMAR GOENKA, PARTNER, SHREE SHYAM INFRA DEVELOPERS (Partnership Firm), City:- , P.O:- SREEBUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048

Indetified by Mr SNEHASHIS BOSE, , , Son of Late SANKAR BOSE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Service

Execution is admitted on 17-05-2023 by Mr ASHWIN TEKRIWAL, PARTNER, SHREE SHYAM INFRA DEVELOPERS (Partnership Firm), City:- , P.O:- SREEBUMI, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048

Indetified by Mr SNEHASHIS BOSE, , , Son of Late SANKAR BOSE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,112.00/- (B = Rs 25,000.00/- ,E = Rs 28.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 25,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/03/2023 3:37PM with Govt. Ref. No: 192022230325557081 on 09-03-2023, Amount Rs: 25,028/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2075411526 on 09-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 10,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3090, Amount: Rs.50.00/-, Date of Purchase: 02/05/2023, Vendor name: S Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/03/2023 3:37PM with Govt. Ref. No: 192022230325557081 on 09-03-2023, Amount Rs: 10,071/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2075411526 on 09-03-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 334556 to 334611

being No 190406944 for the year 2023.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.05.19 16:00:41 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/05/19 04:00:41 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)