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# REGISTERED DEVELOPMENT AGREEMENT along. with REGISTERED DEVELOPMENT POWER OF ATTORNEY

THIS INDENTURE AND POWER OF ATTORNEY made on this 14<sup>th</sup> day of October, Two Thousand Twenty (2020).

BETWEEN

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Address WH MIS EWAPNA Advested

SIPRA DEY 29 NOV 2019

Licence No.-18A Licencsea Stamp Vendo Custom House, CHA Hall.



AMINCHAL AGARWAL

DIO SANDEEP AGARWAL

Address: SUKANTO NAGAR,

P.O. KALYAN NAGAR,

P.S.- KHAR DAHA, Pin-700112

Pin- 700112

# GOVI. OI WEST DELIGAT Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-202021-011356756-1

Payment Mode

Online Payment

GRN Date: 12/10/2020 19:34:56

Bank:

State Bank of India

BRN:

IKOATDTCN7

BRN Date: 12/10/2020 19:36:38

# DEPOSITOR'S DETAILS

Id No.:

3001177081/7/2020

[Query No./Query Year]

Name:

swapnadip das

Mobile No.:

+91 9830168651

E-mail:

Address:

Contact No.:

6 old post office street kolkata 700001

Applicant Name:

Mr Swapnadip Das

Office Name:

Office Address:

Status of Depositor:

Advocate

Sale, Development Agreement or Construction agreement

Purpose of payment / Remarks :

Payment No 7

# PAYMENT DETAILS

SI. No.	Identification	Head of A/C Description	Head of A/C	Amount[ ₹]
NO.		Design to the later of the late	0030-02-103-003-02	7071
1	300111100	Property Registration-Stamp duty Property Registration, Registration	0030-03-104-001-16	78
2	3001177081/7/2020	Fees		7149

Total

In Words:

Rupees Seven Thousand One Hundred Forty Nine only

(1). SHEIKH SULTAN ALI, (PAN no. ADBPA1053F), (Aadhaar No. 527634961087), (Mobile No. 9830020145) Son of Late Panchu Sheikh, by Nationality - Indian, by faith - Muslim, by occupation - Business and (2). SUSMITA GHOSH ALI, (PAN no. ADYPG1559K), (Aadhaar No. 861735235879), (Mobile No. 9836738058) daughter of Narayan Chandra Ghosh and Wife of Sheikh Sultan Ali, by faith - Muslim, by occupation - Business, by Nationality - Indian, both are residing at premises no. B-12, Chinar Park, P.O. Hatiara, P.S. Baguati, Kolkata - 700157, hereinafter called the "OWNERS" (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include their heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the ONE PART.

AND

CHHAYANEER CONSTRUCTION & DEVELOPER LLP, (PAN no. AAOFC5880C), (LLP ID no. AAP-4754), a Limited Liability Partnership Company incorporated under Section - 58 of the Limited Liability Partnership Act (LLP Act), 2008, having its registered office at P-170, Lake Town, Ward no. 30, Circle no. 3, T-8, Block-B, Kolkata -700089, District - 24Parganas (North) and being duly represented by its partners namely (1). SHEIKH SULTAN ALL, (PAN no. ADBPA1053F), (Aadhaar No. 527634961087), (Mobile No. 9836738058)Son of Late Panchu Sheikh, by Nationality Indian, by faith - Muslim, by occupation - Business and (2). SUSMITA GHOSH ALI, (PAN no. ADYPG1559K), (Aadhaar No. 861735235879), (Mobile No. 9830020145), daughter of Narayan Chandra Ghosh and Wife of Sheikh Sultan Ali, by faith - Muslim, by occupation - Business, by Nationality - Indian, both are residing at premises no. B-12, Chinar Park, P.O. Hatiara, P.S. Baguati, Kolkata - 700157, hereinafter called and. referred to as the "DEVELOPER / PROMOTER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors - in - interest) of the SECOND PART.

# 1. Recitals & Background of the Premises:

WHEREAS one Sushil Kumar Das and one Gopinath Das was purchased jointly one peace and parcel of land measuring more or less .39 decimal situated at mouza - Reckjowani, in Touzi No. 2998, under old Khatian No. 1531, current R.S. Khatian No. 1999 in Old Dag Nos. 1455 and 1456/1702 and also purchased jointly one peace and parcel of land measuring more or less .42 decimal situated at mouza - Reckjowani, in Touzi No. 2998, under old Khatian No. 1564, current R.S. Khatian No. 1593, in Old Dag No.1456, from previous owner Mani Mohan Hati by virtue of a Deed of Sale being No. 1139 dated 03.05.1947 registered in Book No. 1, Volume No. 23 from Pages 6 to 9 from Cossipur Dum-Dum Sub-registry office.

AND WHEREAS after purchasing the above mentioned land said Sushil Kumar Das and Gopinath Das became the joint owners of the piece and parcel of land measuring more or less .81 decimal situated at mouza - Reckjowani, in Touzi No. 2998, under old Khatian Nos. 1531 and 1564, current R.S. Khatian Nos. 1999 and 1593, in Old Dag Nos. 1455, 1456/1702 and 1456 and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and

have every right to transfer the same or any part to anybody by any way.

AND WHEREAS in order to avoid inconvenience in the joint possession of the aforesaid land said Sushil Kumar Das and Gopinath Das partitioned the aforesaid property by metes and bounds by entering into a registered Deed of Partition being No. 5351 dated 25.07.1070 registered in the Cossipur Dum-Dum Sub-registry office registered in Book No. I, Volume No. 79, from pages 169 -173 and by virtue of aforesaid Deed of Partition present vendor i.e. Sushil Kumar Das became the absolute owner of the peace and parcel of land measuring more or less .30 decimal situated at mouza - Reckjowani, in Touzi No. 2998, under old Khatian No. 1531, current R.S. Khatian No. 1999 in Old Dag No. 1456/1702.

AND WHEREAS thereafter the said Sushil Kumar Das has so long been enjoying and possessing the same with good right and full and absolute power of ownership and

have every right to transfer the same or any part to anybody by any way.

AND WHEREAS thereafter said Sushil Kumar Das sold and transferred the peace

and parcel of land measuring more or less 05 (Five) Cottahs 00 (Zero) Chittacks 00 (Zero) Sq. ft. out of aforesaid .30 decimal of land situated at mouza - Reckjowani, in Touzi No. 2998, under old Khatian No. 1531, current R.S. Khatian No. 1999 in Old Dag No. 1456/1702, current R.S. Dag No. 1534 by virtue of a Deed of Sale being No. 753 dated 11.02.1991 registered in Book No. I, Volume No. 15 from Pages 57 to 62 from ADSR Bidhannagar, Salt Lake City to SRI SANTI NATH DAS, son of Late Bishnu Pado Das, the Owner therein.

AND WHEREAS thereafter the said SRI SANTI NATH DAS, the Owner herein, muted his name in L.R. Khatian No. 6169 and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every

right to transfer the same or any part to anybody by any way.

AND WHEREAS the SRI SANTI NATH DAS thereafter, converted the said land as Bastu from the office of the BL & LOR Rajarhat, North 24Parganas vide Conversion

case no. CN/2019/1507/806. Hence, the Land become as Bastu Land.

AND WHEREAS thereafter said SRI SANTI NATH DAS sold and transferred the peace and parcel of land measuring more or less 05 (Five) Cottahs 00 (Zero) Chittacks 00 (Zero) Sq. ft. situated at mouza - Reckjowani, in Touzi No. 2998, under old Khatian No. 1531, current R.S. Khatian No. 1999, L.R. Khatian No. 6169 in Old Dag No. 1456/1702, current R.S. Dag No. 1534 by virtue of a Deed of Conveyance being No. 6660 for the year 2019 registered in Book No. I, Volume No. 1523-2019, Pages from 258775 to 258796 from ADSR Rajarhat in favour of SHEIKH SULTAN ALI and SUSMITA GHOSH ALI, the Owners herein.

AND WHEREAS thereafter the said SHEIKH SULTAN ALI and SUSMITA GHOSH ALI, the Owners herein, muted their names in L.R. Khatian No. 8396 and 8397 respectively and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or

any part to anybody by any way.

1.1. Ownership: Now SHEIKH SULTAN ALI and SUSMITA GHOSH ALI, the Owners herein is thus well seized and possessed or of otherwise well and sufficiently entitled to the Bastu land measuring an area 05 (Five) Cottahs 00 (Zero) Chittacks 00 (Zero) Sq. ft. more or less together with all easement right and to right to use 7 ft. wide common passage for ingress and egress, lying and situated at mouza - Reckjowani, in Touzi No. 2998, under old Khatian No. 1531, current R.S. Khatian No. 1999, L.R. Khatian No. 6169 in Old Dag No. 1456/1702, current R.S. Dag No. 1534, Naipukur Road, within the local limits of Rajarhat Bishnupur 1 no. Gram Panchayat, Police Station - Rajarhat, Kolkata - 70135, under A.D.S.R. Rajarhat, District North 24 Parganas, West Bengal morefully described in the Schedule 'A' written hereunder.

1.2. Project property: ALL THAT a piece or parcel of Bastu land measuring an area of 05 (Five) Cottahs 00 (Zero) Chittacks 00 (Zero) Sq. ft. more or less lying and situated at mouza - Reckjowani, in Touzi No. 2998, at present Touzi no. 10, J.L. no. 13, under old Khatian No. 1531, R.S. Khatian No. 1999, L.R. Khatian No. 6169, present L.R. Khatian No. 8396 and 8397 in Old Dag No. 1456/1702, current R.S. Dag No. 1534, Naipukur Road, within the local limits of Rajarhat Bishnupur 1 no. Gram Panchayat, Police Station - Rajarhat, Kolkata - 70135 in the district of North 24-Parganas, West Bengal morefully described in the Schedule 'A' written

hereunder.

1.3. Development Agreement by & between the parties herein:

The Owners herein expressed their desire to develop the said premises by constructing a Multistoried Building consisting of flats, Garages and Shops etc. on the said land thereon but due to lack of construction fund, the Owners approached the Developer herein to develop the said premises by constructing a Multistoried Building consisting of flats / Garages / Shops etc. on the said land morefully described in the Schedule 'A' written hereunder at the cost and expenses of the said Developer and accordingly the said Owners have agreed to execute one Registered DEVELOPMENT AGREEMENT with Registered Power of Attorney in favour of CHHAYANEER CONSTRUCTION & DEVELOPER LLP. (PAN no. AAOFCS880C), (LLP ID no. AAP-4754), a Limited Liability Partnership Company incorporated under Section - 58 of the Limited Liability Partnership Act (LLP Act), 2008, having its registered office at P-170, Lake Town, Ward no. 30, Circle no. 3, T-8, Block-B, Kolkata -700089, District - 24Parganas (North) represented by its Partners named (1). SHEIKH

SULTAN ALI and (2). SUSMITA GHOSH ALI, Developers herein as their Constituted Attorney and to avoid future contradiction and confrontation the Owners have agreed to execute this Agreement in favour of the Developers as mutually agreed upon and the Owners herein agreed to develop the aforesaid building on the following terms and conditions.

# NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows: -ARTICLE - I, DEFINITION

# 2.1. OWNERS / VENDORS SHALL MEAN

SHEIKH SULTAN ALI and SUSMITA GHOSH ALI, both are residing at premises no. B-12, Chinar Park, P.O. Hatiara, P.S. Baguati, Kolkata – 700157.

2.2. DEVELOPER / PROMOTER SHALL MEAN

CHHAYANEER CONSTRUCTION & DEVELOPER LLP, a Limited Liability Partnership Company incorporated under Section - 58 of the Limited Liability Partnership Act (LLP Act), 2008, having its registered office at P-170, Lake Town, Ward no. 30, Circle no. 3, T-8, Block-B, Kolkata - 700089, District - 24Parganas (North) represented by its Partners named SHEIKH SULTAN ALI and SUSMITA GHOSH ALI and its respective heirs, legal representative, successor, administrator, successor-in-interest and assigns.

2.3. PREMISES / LAND SHALL MEAN

ALL THAT a piece or parcel of land measuring an area of Bastu land measuring an area of 05 (Five) Cottahs 00 (Zero) Chittacks 00 (Zero) Sq. ft. more or less lying and situated at mouza - Reckjowani, in Touzi No. 2998, at present Touzi no. 10, J.L. no. 13, under old Khatian No. 1531, R.S. Khatian No. 1999, L.R. Khatian No. 6169, present L.R. Khatian No. 8396 and 8397 in Old Dag No. 1456/1702, current R.S. Dag No. 1534, Nalpukur Road, within the local limits of Rajarhat Bishnupur 1 no. Gram Panchayat, Police Station - Rajarhat, Kolkata - 70135 in the district of North 24-Parganas, West Bengal.

2.4. BUILDING

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

## 2.5. COMMON FACILITIES AND AMENITIES:

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

# 2.6. THE ARCHITECT

Shall mean such person or persons who may be appointed by the **Developer** for designing, planning and supervision of the building.

#### 2.7. BUILDING PLAN

Shall mean such plan prepared by the Architect for construction of the building or modified plan and sanctioned by the concerned department and / or any other such competent authorities as the case may be and amended thereof.

#### 2.8. PROJECT

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

## 2.9. FORCE MAJEURE

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

### 2.10. SALABLE SPACE:

Shall mean the constructed space in the building available for independent use and

occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the Owner's allocation.

2.11. LAND OWNERS' ALLOCATION:

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

A security deposit of Rs. 5,000/- (Rupees Five Thousand) only.

b. 40% of the total constructed area.

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

d. That it is agreed by and between the parties hereto that the allocation mentioned in paragraph 2.11(a & b) and also Common facilities morefully mentioned in Schedule 'D' & Schedule 'E' respectively here of Agreement written hereunder would be the full and final consideration of the Owners.

2.12. DEVELOPER / PROMOTER'S ALLOCATION:

All that the balance/remaining 60% of the total constructed area. Apart from Developer's allocation mentioned in Schedule 'C' hereof, the Developer is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in Schedule 'D' & Schedule 'E' hereof.

2.13. BUILT UP AREA / COVERED-AREA:

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

2.14. SUPER BUILT-UP AREA:

Shall mean the area of a Flat to be computed by the **Developer** by adding to the Builtup / Covered Area of the Flat with proportionate share in the Common Portions as may be deemed appropriate by the **Developer** in its absolute discretion.

2.15. TRANSFEREE:

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

2.16. SINGULAR:

Shall include plural and vice versa.

2.17. MASCULINE GENDER:

Shall include feminine and neutral genders and vice versa.

2.18. ADVOCATE FOR THE PROJECT

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

ARTICLE - II, COMMENCEMENT

3.1. This Agreement shall be deemed to have been commenced on and with effect from day of September, 2020.

#### ARTICLE - III, OWNER'S RIGHT & REPORESENTATION

4.1. Rightful legal possession

4.1.A. The Owners are now seized and possessed of and / or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as

identical possession to the Developer to develop the said premises.

4.1.B. There is no existing agreement regarding the development or sale of the said premises and that all other agreement if any made prior to this agreement, be treated as cancelled and the Owners agrees to indemnify and keep indemnified the Developer against any or all claims made by any third party in respect of the said premises and the Developer has no liability in this regard. That the Owners shall handover the vacant peaceful possession of the aforesaid property after meeting all liabilities to the Developer.

4.2. Free from Encumbrances

4.2.A. The Owners specifically undertakes that the said property has not been subject to any notice of attachment under Public Demands Recovery Act or for payment of Income Tax or other Statutory Law.

4.2.B. The Owners hereby unequivocally and unambiguously declares that the

of the Owners and the Owner will sign the Deed of Conveyance as Vendor, if needed.

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

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

5.9. Sale proceeds of Developer's allocation: That the Developer shall carry total construction work of the present building at its own costs and will take the sale.

proceeds of Developer's Allocation exclusively.

ARTICLE - V, CONSIDERATION

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

6.2. In consideration of the Owners having agreed to grant exclusive right for developing the said premises in addition to the Owners' allocation as herein

provided, as mentioned herein.

- 6.3. Apart from the aforesaid consideration, which has already been made by the Developer to the Owners, the Developer has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and / or this Development Agreement and such consideration for all practical purpose will be deemed to be apparent consideration which are as follows:-
  - (a). Space allocation to the Owner.

(b). Cost, charge and expenses incurred for construction erection and completion of the said new building at the said Premises.

(c). Cost, charge and expenses incurred for appointment of Engineer if any and

also sewerage, drainage and other connection.

- (d). Fees payable to Architect and the Engineers as also fees payable to the Rajarhat Bishnupur 1 no. Gram Panchayat, in the District of 24-Parganas (North) or any other Govt. authorities for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connections.
- (e). Legal expenses incurred and paid for this Development Agreement and all other expenses and charges for the purpose of development of the said permission of sanction for sewerage, drainage and water connection.

(f). Cost of supervision of construction of the Owners' allocation of the said

premise

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

ARTICLE - VI, PROCEDURE

7.1. The Owners shall grant to the Developer one Registered Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with theconcerned department.

ARTICLE - VII, DEALING OF SPACE IN THE BUILDING

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

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

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

said plot of land is free from all encumbrances and liens, lispendents, attachments, trust acquisitions requisitions whatsoever and howsoever and the **Owners** has marketable title thereto and the aforesaid lands are not affected by or under the Urban Land (Ceiling and Regulation) Act, 1976 or under the West Bengal Land Reforms Act, 1955 or by any other Act and that no certificate proceeding and no notice of attachment has or have been instituted and / or served upon the **Owners** under the Income Tax Act. 1961 or Gift Tax or wealth Tax and / or under Estate Duty Act or under any Statute and that no notice has ever been served upon the **Owners** and the **Owners** hereby also declares that there is no excess vacant land in the said property within the meaning of **Urban Land (Ceiling and Regulation) Act, 1976 or by any other Act.** 

4.3. That the Owner undertakes to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the

Developer.

4.4. That the Owners undertake that said property is free from all encumbrances,

attachments.

4.5. On and from the date of delivery of physical possession of the Owners' Allocation, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer / its nominee or assignees the proportionate service charges for the common facilities in the newly constructed building payable in respect of the Owners' Allocation of 40% of the constructed area and such charges are to include proportionate share of premises for the insurance of the building, water, fire charges, lights sanitary and maintaining, occasional repair of the portion to be used in common and its renovation, replacement, repair and maintenance charges and expenses for the building to be used in common and of all common wiring, pipes, electrical and equipments, stairways, corridors, halls, passage, ways, parkways and other facilities whatsoever as may be mutually agreed from time to time subject to the chargeability to actual Flat/property owners.

4.6. That the total area of land is 05 (Five) Cottahs 00 (Zero) Chittacks 00

(Zero) Sq. ft. more or less.

ARTICLE - IV, DEVELOPER/PROMOTER'S RIGHTS

5.1. <u>Authority of Developer</u>: The <u>Developer</u> shall have authority to deal with the property in terms of the Agreement or negotiate with any person or persons or enter into any contract or Agreement or take any advance against its allocation or acquired right under these Agreement and in case the <u>Developer</u> requires any financial assistance from any Nationalised / Private / Foreign Bank or from any Financial Institution for the better development or expansion of the proposed building without imposing any financial liability to the <u>Owners</u>, the <u>Owners</u> shall enter into any kind of Agreement and execute any sorts of documents that may be required time to time for this purpose.

5.2. Legal right of Construction: The Owners hereby grants permission, subject to what have been hereunder provided to the Developer to build new building upon the said land in accordance with the plan sanctioned by any Govt. authorities and any amendment thereof in the name of the Owners with or without any amendment and /

or modification thereto made or caused to be made by the parties thereto.

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

5.4. Selling Rate: The selling rate of the Developer's allocation will be fixed by the

Developer without any permission or consultation with the Owners.

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

from the Intending Purchaser for **Developer's allocation** only.

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

ARTICLE - VIII, SPACE ALLOCATION

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

ARTICLE - IX, POWER AND PROCEDURE

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

 To construct the Multistoried Building upon the said property mentioned in the Schedule herein below in accordance with the Plan to be sanctioned in our name by the appropriate authority or authorities and to sign on our behalf in the building plan and to file and obtain the same from said Authority or authorities and to take all other necessary steps in the Rajarhat Bishnupur 1 no. Gram Panchayat, in the District of 24-Parganas (North), West Bengal or any other Office or Offices.

To deal and correspond with the concerned Authorities in connection with or relating to the development of the said Property and in particular to do the following acts, deeds, matters and things including but not limited to:

(a) To apply for and obtain, sanction, revalidation with further alterations or

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

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

Froperty:

- (c) To apply for and obtain, necessary clearances and/or No Objections from Statutory Authorities including but not limited to Fire Brigade, Electricity Supply Agency, Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Land Revenue & Land Reforms Authority, concerned local authority, North 24-Parganas Zilla Parishad and/or any other authority or authorities and sign all papers, documents, writings, declarations on our behalf in connection with and other Concerned Authorities under any Statute as may be in force from time to time.
- 3. To appear and represent before the authorities of Rajarhat Bishnupur 1 no. Gram Panchayat, in the District of 24-Parganas (North), B.L.L.R.O, and S.L.R.O. and before the D.L.R.S., C.E.S.C. / W.B.S.E.B., Income Tax Department, authorities under the Town and Country Planning Act, Airport authority of India, Assurance of Calcutta, District Registrar, Barasat, Addl. Dist. Sub-Registrar Bidhannagar, Salt Lake City, Addl. Dist. Sub-Registrar Rajarhat and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in this Development Agreement for registration of flats.

4. To apply obtain electricity, Gas, water, Sewerage order and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint engineers, architects, and other agents and Sub - Contractor for the aforesaid purpose as the said Developer

may think fit and proper.

5. To defend possession, manage and maintain the said premises including the

building to be constructed thereon.

To correspond with all concerned authorities and bodies in connection with the sanction of plans, obtaining of floor space index for the construction proposed to be carried on the land of the said Property and any other matters pertaining to the said Property.

7. To sign, verify and file application, forms, and building plans and for Multistoried Building, documents and papers in respect of the said premises before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building over and above the said premises.

 To amalgamate the said Property with any adjoining plot or plots for the purpose of development and to sign and execute all deeds and documents in this behalf on our behalf.

9. To make and prepare and/or cause to be made and prepared all such layout, sub-division, plans, specifications and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable at the discretion of our said Attorneys for the purpose of constructing the buildings on the land of the 'Said Property' and to engage the services of any Architect, Engineer, Consultant, or any person as may be necessary or advisable at the discretion of my said attorneys and to pay necessary fees and premium required for getting the plans sanctioned and do all other acts and things as may be necessary for getting the plans of the buildings sanctioned by the concerned authority and/or any other statutory authorities.

10. To appear and represent us before any and all concerned authorities and parties as may be required and/or advisable for or in connection with the development of the said Property and to make such agreement(s) arrived at such arrangement as

may be conducive to the development work and completing the same.

11. To pay and discharge all rents, Khajna, taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the Land from the date of the execution of the said Agreement onwards.

12. To sign transfer forms, documents and writings for transferring the Land in the records of Government or Panchayat authorities and other public authorities and to

do all other acts in connection therewith on our behalf.

13. To commence, carry out and complete and/or cause to be commenced and completed, construction work on the said Land in accordance with the sanctioned plans, specifications and/or the permissions granted by the Competent Authority under the Urban Land (Ceiling and regulation) Act, 1976 and/or the permissions of any other statutory authority to be granted under the laws for the time being in force and so far as any construction work is concerned, to see that all applicable

rules and regulations are strictly observed.

14. To invite tenders and offer for the purpose of construction of one or more building(s) or structure(s) on the land of the said Property, to accept such tenders or offers and such consideration and on such terms and conditions as the said attorney(s) may in its absolute discretion deem fit and proper and also to engage, appoint the contractors, Architect, labour, labour contractor (Rajmistri), Carpenter, Plumber etc and enter into the contract with such person(s) as our said Attorney may deem fit and proper to get all such building(s) or structure(s) duly completed by the said contractors and to enter into such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development of and/or construction on the land of the said Property wholly, partly or in stages and for construction(s) of buildings or structure(s) thereon and/or furnishing the Property therein as the said Attorney may in its absolute discretion deem fit and to pay the cost of construction and development of the said building(s) or structure(s) and furnishing of the Property to such contractors and other persons or bodies and to obtain valid receipts and discharges therefore and to enter into contracts for supply of materials, labour and for all other services as may be required for development and construction of the building(s) or structure(s) on the Land on such terms and conditions as our said Attorney(s) may in its absolute discretion deem fit and proper.

15. To appoint Contractors/sub-contractors/dealers/sub-dealers and to negotiate and decide the terms and conditions thereof concerning the land and/or the building(s) or block(s) to be constructed thereon and/or for carrying on the interior works therein and also for suppliers of materials required in connection therewith, from time to time and to revoke their appointments and pay their remunerations /

bills to be raised, time to time, including miscellaneous charges.

16. To nominate, appoint, engage and authorize solicitors, advocates, attorneys, pleaders in respect of any litigation concerning the said land and/or any structure, building, or block, or any self contained flats or commercial spaces to be constructed on the said land and to execute Vakalatnamas or other necessary authorities in their favour from time to time and instruct them to initiate and/defend any proceedings before any judicial and quasi-judicial authority and/or any other statutory department and pay their remuneration/bills/fees including

special fees and other charges to discontinue them and also to appoint and engage other solicitors, advocates, attorneys, pleaders afresh and instruct them accordingly.

17. To instruct the Advocate / Lawyer for preparing and / or drafting such agreement, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in this agreement as may be necessary for the purpose for sale of the flats / units in the said building over and above our said premises.

18. To appoint and engage Income-tax and sales tax practitioners, Chartered Accountants, Architects, Surveyors, Engineers, and other professional agents in

respect of the project to be constructed on the land of the said Property.

19. To enter upon the Land at any time, affix board, put the barbed wire fencing or construct a compound wall on the land of the said Property or any portion thereof as per demarcation thereof and to make all payments for getting the work done.

20. To represent before the public, local and/or private authorities in respect of the development of the said Property and to make such of the actions and things as may be necessary for effectually commencing the said construction and/or

development work and completing the same.

21. To make, sign, declare and / or affirm and submit applications, petitions, written statement, vakalatnama, letters and memorandum of appeals, etc. to appropriate Government Departments, Local authorities and/or other Competent Authorities under any law, for the time being in force, for all and any licenses, permissions, exemptions, sanctions and consents required by any law or otherwise in connection with the management, improvements and development and construction in the said Property.

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

Schedule below.

23. To sign all plaints, petition, application, forms, affidavit etc. and to file the same

in any Court of Law or any other Office or Offices, if required.

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

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

26. In the event any understanding or compromise reached between the parties, to negotiate and settle the terms of compromise and to sign and execute such

compromise deed etc. and to file the same in the courts.

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

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

represent me before the arbitrator accordingly.

29. To appear in any suit, proceedings, motion, L.A. Office, LT. Office etc. on our

behalf and to file the statement or objection. Affidavit, Affidavit - in - opposition etc. if required, in connection with the land mentioned in the Schedule herein below.

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

rod, sand, wood, iron grill etc.

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

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

undertakings.

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

34. To apply for refund of deposits made or to be made with the concerned

Authorities and receive the said refunds.

35. To make applications to the government or quasi-government authorities for sanction of cement and steel and/or such other building materials as may be required for the said development work and for that purpose to execute necessary documents including undertakings and bonds and to furnish necessary deposits including bank guarantee for the same.

36. To manage and supervise the said Property and to take such of the steps as may be necessary to manage and supervise the said Property till the time of

completion of its development.

37. To attend and to represent us before any Collector, Authorities or officers of Government of India or any other State or States, before all Revenue, Municipal, Public or other officers including those of Income-tax as and when occasion shall

arise for any purpose connected with the said development work.

38. To advertise in the newspapers for the sale of the Units and to enter into agreements for the sale of such Units with the prospective purchasers on and for such price or consideration and upon such terms and conditions as our said Attorney(s) shall deem fit and proper and for the same and also to execute all such writings as may be necessary, effectually entering into the said agreements for sale of the Units in respect of only **Developer's Allocation** and to do all such necessary acts and things as may be necessary or proper in that behalf,

39. To develop and negotiate sale of the buildings consisting of apartments/flats ("Units") for residential purpose, commercial units and/or ancillaries in the said Property and for that purpose to negotiate and execute agreement for sale with the prospective purchasers on such terms and conditions as the Attorney(s) may think fit and proper and to receive and appropriate the entire consideration for and in respect of the aforesaid sale and to give receipt for the same in respect of only

Developer's Allocation.

40. To book flats and to enter into all Agreements for sale or sales of flats which are to be constructed on the said properties mentioned in the Schedule below in respect of only Developer's Allocation.

41. To receive from the intending Purchaser or Purchasers any earnest money and / or advances and also the balance of purchase money on completion of such sale or sales and to give good and valid receipt for the same in respect of only

Developer's Allocation.

42. To execute necessary Deeds of Conveyance in favour of the Intending Purchaser or Purchasers for flats / shops / garages and / or car spaces by putting the signature of the above named Developer on behalf of us and also to receive full and final consideration of the flats / shops / garages and / or car spaces and giving discharge the Intending Purchasers by issuing money receipts in its name in

instrument which is compulsory under the Registration Act and generally to do all Conveyance, Transfer, Assignment, Assurance Release, indemnity or other and present for Registration and admit, Execution of any Agreement, Deed, 43. To attend along with me before any office of the Registrar and / or to execute respect of only Developer's Allocation.

44. To ask for, demand, recover, receive and collect all money due and payable in things necessary or expedient for Registration.

construction and to settle, compromise and compound any debt or claim purchasers or any other person or persons in connection with the said building or connection with the said proposed building from the intending purchaser /

demands and other legal proceedings touching any of the matter concerning our 45. To commence, prosecute, enforce, defend, answer and oppose all actions, whatsoever.

46. For all or any of the purposes herein before stated and to appear and represent said premises or any or portion thereof.

per the condition mentioned in the development agreement. our before all concerned authorities having Jurisdiction over the said premises as

assurances and documents of any kind whatsoever which I could have done for the 47. To sign and execute all papers, correspondence and all other documents and

and necessary in the best interest of the development of the said Property and 48. To do any act, deed or thing, as our said Attorney(s) may deem fit and proper completion of the said development work.

49. To execute Deed of Rectification, Declaration and register the same before any rufents and purposes. may be necessary to be done for rendering these presents valid and effectual to all construction thereon and sale of the Units, including all other acts and things which

50. To apply for No Objection Certificate or necessary permissions from the concerned registration offices in connection with said properties.

or things for the said purpose. Panchayat / Municipal authority for occupying the building and to do all acts deeds

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

 And to do all such acts, things, deeds which are necessary for the aforesaid undertakings, terms and conditions as may be required from time to time. For any of the purposes mentioned hereinabove to sign all applications, papers,

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

do in the premises by virtue of these presents AND I HEREBY DECLARE that I have 55. AND I HEREBY agree to ratify and confirm whatsoever our said Attorneys shall mentioned hereinabove.

notwithstanding the facts that no special power in that behalf is contained in these my acts, deeds and things done by them to all intents and purpose things lawfully and bonafide done by our said Attomey which shall be construed as 26, AND I DO HEREBY agree to ratify and confirm whatsoever all acts, deeds and not done anything inconsistent with this Power of Attorney.

presents.

# II.I. Construction cost: The Developer shall at its own costs construct, and ARTICLE - X, NEW BUILDING

with good and standard material as may be specified by the Architect from time to complete the new building at the said premises in accordance with the sanctioned plan

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

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

## ARTICLE - XI, COMMON FACILITIES

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

execution of this agreement.

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

by the Owners or the Developer in this behalf.

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

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

# ARTICLE - XII, COMMON RESTRICTION

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

13.1. No illegal & immoral act: Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which

may cause any nuisance or hazard to the other occupiers of the building.

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

violation and / or breach of any of the said laws byelaws and regulation.

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

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

portion or portions of the building

#### ARTICLE - XIII, OWNER'S OBLIGATION

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

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

14.3. <u>Vesting of interest during Construction</u>: That the Owners hereby agrees and covenants with the <u>Developer</u> not to let out, grant, lease, mortgage and / or charge the said premises or any portion thereof in respect of <u>Developer's allocation</u>.

14.4. Signature: That the Owners undertakes that in future if any signature is required then the Owner shall do that within 7 (Seven) days after receiving any

intimation through by post, by mail or by whatsapp from the Developer.

14.5. <u>Conversion</u>: That the <u>Owners</u> undertakes to take all steps at <u>their</u> own cost for converting or transforming the character of this land from Sali to Housing Complex as early as possible.

ARTICLE - XIV, DEVELOPER'S OBLIGATION

15.1. <u>Time period of handing over the Possession</u>: The Developer hereby agrees and covenants with the Owners to complete the construction of the building within 24 (Twenty Four) months from the date of signing this Agreement.

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

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

proposed building.

ARTICLE - XV, OWNER'S INDEMNITY

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

ARTICLE - XVI, DEVELOPER'S INDEMNITY

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

ARTICLE - XVII, MISCELLANEOUS

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

obtaining sanction of the building plan from the competent authority.

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

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

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

common parts thereof after the completion of the said building.

18.5. Electric meter and Security deposit: Installation of electric meters charges of the Owners' Allocation shall be borne by the Owners. But in case the Owners shall decided to sale his portion to any Purchaser /s then the entire cost of installation of Electric Meter and the cost of Generator shall be borne by the said Purchaser/s from his / her / their / its own fund and the shall pay Rs. 50,000/- to the Developer for installation of Electric Meter and Purchaser/s of the Owners' Allocation shall also pay Rs. 30,000/- for Generator and also pay Rs. 5,000/- as security deposit to the Developer.

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

18.7. the Developer shall be entitled to borrow money for construction of the proposed Multistoried Building from any Bank of Financial Institutions without

creating any financial liability of the **Owners** or affecting **their** estate and interest in the said premises and it is being expressly agreed and understood that in no event the **Owners** or any of **their** estate shall be responsible and / or made liable for payment of any dues if payable, by the **Developer** to such Banks and for that purpose.

18.8. The Developer herein may amalgamate the said plot to any other plot or future

plots for construction/extension of the proposed building.

18.9. It has been agreed between parties that after completion of the project the Owner will get 40% share and the Developer will get 60% share respectively but if any party will get less portion then other party shall compensate @Rs. 2,500/- per sq. ft. to the looser party.

ARTICLE - XVIII, FORCE MAJEURE

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

suitably extended.

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

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

21.1. The Developer has every right to execute conveyances or sale deeds or join in the execution thereof in favour of the prospective purchasers of flats in the said building to be constructed. The Stamp Duty and Registration charges and all formalities in connection therewith will be paid and borne by the Intending Purchaser and the Owners shall have no responsibility whatsoever in respect thereof. Be it

provided however that the costs of the conveyance or conveyances including non judicial stamps and registration expenses and all other legal expense shall be borne exclusively and paid by the Intending Purchaser, its nominee or nominees and / or

prospective buyers.

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

the place of issue.

21.3. That the Agreement for Sale and Deed of Conveyance of all the Flats constructed by the Developer on the plot of land mentioned in Schedule 'A' shall be prepared by Mr. Swapnadip Das, Advocate having his Office at no. 6. Old Post Office Street, ground floor, Room no. 56, Kolkata – 700001 appointed Advocate for this entire project. The Purchaser/s deposit with the Owner or his Advocate the estimated amount of stamp duty, registration fee and other connected and miscellaneous expenses including Advocate's remuneration (@ 1% of the market value determined by the concerned Registration Office in each and every registration) relating to the execution and registration of the Agreement For Sale / Deed of Conveyance.

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

ALL THAT a piece and parcel of Bastu land measuring 05 (Five) Cottahs 00 (Zero) Chittacks 00 (Zero) Sq. ft. more or less together with all easement right and to right to use 7 ft. wide common passage for ingress and egress, lying and situated at mouza - Reckjowani, in Touzi No. 2998, at present Touzi no. 10, J.L. no. 13, under old Khatian No. 1531, R.S. Khatian No. 1999, L.R. Khatian No. 6169, present L.R. Khatian No. 8396 and 8397 in Old Dag No. 1456/1702, current R.S. Dag No. 1534, Naipukur Road, within the local limits of Rajarhat Bishnupur 1 no. Gram Panchayat, Police Station - Rajarhat, Kolkata - 70135, under A.D.S.R. Rajarhat, District North 24 Pargana, West Bengal, which is butted

and bounded as follows:-

ON THE NORTH	R.S. Dag No. 1534p
ON THE SOUTH	.12 ft common passage
ON THE EAST	32 ft Panchyat Road
ON THE WEST	R.S. Dag No. 1535

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

The Owners will get as following:-

a. A security deposit of Rs. 5,000/- (Rupees Five Thousand) only.

b. 40% of the total constructed area.

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

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

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

All that the balance/remaining 60% of the total constructed area. Apart from Developer's allocation mentioned in Schedule 'C' hereof, the Developer is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in Schedule 'D' & Schedule 'E' hereof.

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

1. Staircase on all floors.

2. Staircase landing and lift landings on all floors and roof of the top floor.

Common passage on the ground floor.

- Water pump, water tank (overhead) water pipes and other common plumbing installation.
- 5. Drainage and sewerage.

6. Pump.

Electrical wiring, meters and fittings.

8. Boundary walls and main gates.

Such other common parts, areas, equipments, installation, fixture, fittings and spaces in or about the said building as are necessary for passage or for the use and occupancy of the flats in common.

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

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

		staircase lobby and other common areas.	
10	Inner Wall	Will be Plaster of Paris finished.	
11	Lifts	Passenger Lifts of reputed ISI make.	

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

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

# SIGNED SEALED AND DELIVERED

By the **parties** at KOLKATA In presence of :

# WITNESSES :

Hom coust calcifes

2 Hainphal Agarwal.

D/o Sandeep Agarwal.

Sukanto Nagar.

P.O.-Kalyan Nagar

P.S.- Khardaha, Pin-700112

Dist. - 24 pgs. (N)

1> & Sullanal

2) Susmita gross Ale

Signature of the Owners.

· For CHHAYANEER CONSTRUCTION & DEVELOPER LL\*

Partner

Susmite Ghosh Ale Signature of the Developer. Partner

# Memo of consideration

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

1. Cash dated 14.10.20 Rs. 5000/

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

# WITNESSES :

- 2 Hainahal Agaral.

1) Sk. Sullanah.

2) susmite yhosh Ali

Signature of the Owners.

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

Sri. Swapnadip Das,

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

E.Mail: swapnadip\_das@ yahoo.com Enrolment no. WB/1782/02

# SPECIMEN FORM FOR THE FINGERPRINTS

Si. No.	Signature of the Executants /Present ants					
		Little	Ring	Middle (LEFT HAND)	Fore	Thumb
Sullanghi		0				
ulto		Thumb	Fore	Middle	Ring	Little
×				RIGHT HAND)	-	
3				0	0	0
		Little	Ring	Middle (LEFT HAND)	Fore	Thumb
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de de		Thumb	Fore	Middle (RIGHT HAND)	Ring	Little
Susmila			0.		0	0
		Little	Ring	Middle (LEFT HAND)	Fore	Thumb
				(LEFT HAND)		
		Thumb	Fore	Middle (RIGHT HAND)	Ring	Little
		tr tr	,			
	4 3 3 3 3		96		25	
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# GOVERNMENT OF INDIA



শেখ সুলন্তান আলি Sheik Sultan Ali यम्रहातिष/ DOB: 20/07/1963 YERY / MALE



5276 3496 1087

আধার - সাধারণ মানুষের অধিকার



# भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

## ठिकानाः

वि/12 डिमाजनार्क, निजे विश्वक्रमञ्ज त्याक्, रक्षपद्धिया, নাজানহাট (খাপাপপূর (এম), केंद्रव २८ शतभगा, পশ্চিম ৰঙ্গ - 700157

# Address

B/12 CHINARPARK, NEW TOWN ROAD, TEGHARIA, Rajarhat Gopalpur(M), North 24 Parganas, West Bengal - 700157





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SHEIKH SULTAN ALI
PANCHU SHEIKH
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#### HIPRI GREET

# Government of India



মূপিতা বোগ আদী Susmita Ghosh All দিলা: দারাজ চয় বাদ Father: Narayan Chandra Ghosh

www.f84/0.08: 10/11/1964

nton / Female

8617 3523 5879



আধার - সাধারণ মানুষের অধিকার



# তারতীর করেট নার্রচ্ব প্রাধিকরণ

# Unique Identification Authority of India

টেকনো: বি চিনারণার্জ টিউ টিনকড়ংগ ব্যাহ, কেবট্টিয়া আমারবটি নোনালনুর (বয়), ব্যক্তিয়া উত্তর ২৪ শরণান, বভিত্ত বন্ধ

Addresa: B/12 CHINARPARK, NEW TOWN ROAD, TEGHARIA, Rajamat Gopalpur(M), Hafaira, North 24 Parganas, Wast Bengal, 700157

8617 3523 5879







Susmita Ghosh Ali

Susmila eyhosh Ali



Permanent Account Number Card

AAOFC5880C



FOR CHARLET SHE SHE STRUCTION & DEVELOPER LLP

TO CHIPALANEER CONSTRUCTION & DEVELOPER LLP

Susmite Guosh Ali
Partner



STATE STATE

Swegmedly Das निका / Father । एनवाड पत्र MW 389 / Year of Birth | 1577 नुकार / Male



5214 0312 9339

আধার - সাধারণ মানুষের অধিকার



# ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ 🥕 UNIQUE IDENTIFICATION AUTHORITY OF INDIA

२४, मशकांकि द्यार, नगता, पश्यम मि.इस. पनपश .इस.६, (कामकाता, **पंक्रिम कर, 700028** 

Address: 98, Mehajati Road, Nata, Dumdum P.S. Dumdum S.O. Kokata, West Bengal, 700028





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# Major Information of the Deed

Deed No:	1-1904-04720/2020	Date of Registration	14/10/2020		
Query No / Year	1904-3001177081/2020	Office where deed is registered			
Query Date	22/09/2020 3:59:44 PM	1904-3001177081/2020			
Applicant Name, Address & Other Details	Swapnadip Das High Court,Thana : Hare Street, No. : 9830168651, Status : Advoc	District : Kolkata, WEST BENG	SAL, PIN - 700001, Mobile		
Transaction		Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovabl Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receip [Rs : 5,000/-]			
Set Forth value		Market Value			
Rs. 2/-		Rs. 36,07,350/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 7,081/- (Article:48(g))		Rs. 162/- (Article:E, E, E,)			
Remarks			3160.		

# Land Details:

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani. JI No. 13, Pin Code: 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-1534 (RS :- )	LR-8396	Bestu	Bastu	2.5 Katha	1/-	18,03,675/-	Width of Approach Road: 32 Ft., Adjacent to Metal Road,
L2	LR-1534 (RS:-)	LR-8397	Bastu	Bastu	2.5 Katha	1/-	18,03,675/-	Width of Approach Road: 32 Ft., Adjacent to Metal Road,
		TOTAL :			8.25Dec	2 /-	36,07,350 /-	1000000
	Grand	Total:			8.25Dec	2 /-	36,07,350 /-	

# Land Lord Details:

SI No	Name,Address,Photo,Finger	print and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Sheikh Sultan Ali Son of Late Panchu Sheikh Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office			Sk. Lullaneli
		14/10/2020	LTI 14/10/2020	14/10/2020

B-12 Chinar Park, P.O:- Hatiara, P.S:- Bagulati, District:-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx3F, Aadhaar No: 52xxxxxxxx1087, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020

, Admitted by: Self, Date of Admission: 14/10/2020 ,Place: Office

	Name	Photo	Finger Print	Signature
2	Susmita Ghosh Ali Wife of Sheikh Sultan Ali Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office			Susmila Grash Ali
		14/10/2020	LTI 14/10/2020	14/10/2020

B-12 Chinar Park, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx9K, Aadhaar No: 86xxxxxxxx5879, Status:Individual, Executed by: Self, Date of Execution: 14/10/2020

, Admitted by: Self, Date of Admission: 14/10/2020 ,Place: Office

# Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	CHHAYANEER CONSTRUCTION AND DEVELOPER LLP P-170 Lake Town Word No.30 Circle No.3, T-8, Block-B, P.O:- Bangur, P.S:- Lake Town, District:-North 24- Parganas, West Bengal, India, PIN - 700089, PAN No.:: AAxxxxxx0C, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details:

4			THE RESIDENCE OF THE PARTY OF T	1 094993000239003 1 1111
1	Name	Photo	Finger Print	Signature
(F S D 1 S	Presentant ) ion of Late Panchu Sheikh late of Execution - 4/10/2020, , Admitted by: leff, Date of Admission: 4/10/2020, Place of lidmission of Execution: Office		*44	Sk Sullarah.
100	Admission of execution. Office	Oct 14 2020 4:15PM	LTI 14/10/2020	14/16/3020

Name	Photo	Finger Print	Signature	
Susmita Ghosh Ali Wife of Sheikh Sultan Ali Date of Execution - 14/10/2020, , Admitted by: Self, Date of Admission: 14/10/2020, Place of Admission of Execution: Office			Susmite Ghoth Ale	
	Oct 14 2020 4:16PM	LTI 14/10/2020	14/10/2020	

B-12 Chinar Park, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx9K, Aadhaar No: 86xxxxxxxx5879 Status: Representative, Representative of: CHHAYANEER CONSTRUCTION AND DEVELOPER LLP (as Partner)

# Identifier Details:

Name	Photo	Finger Print	Signature
Mr Swapnadip Das Son of Late D B Das High Court, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001			Surprisip Dr.
	14/10/2020	14/10/2020	14/10/2020

Identifier Of Sheikh Sultan Ali, Susmita Ghosh Ali, Sheikh Sultan Ali, Susmita Ghosh Ali

Transf	fer of property for L1			
SI.No	From	To. with area (Name-Area)		
1	Sheikh Sultan Ali	CHHAYANEER CONSTRUCTION AND DEVELOPER LLP-2 0625 Dec		
2	Susmita Ghosh All	CHHAYANEER CONSTRUCTION AND DEVELOPER LLP-2.0625 Dec		
Trans	fer of property for L2			
SI.No	From	To. with area (Name-Area)		
1	Sheikh Sultan Ali	CHHAYANEER CONSTRUCTION AND DEVELOPER LLP-2.0625 Dec		
2	Susmita Ghosh Ali	CHHAYANEER CONSTRUCTION AND DEVELOPER LLP-2 0625 Dec		
	Control and the state of the st			

# Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani, Jl No: 13. Pin Code: 700135

Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant	
L1	LR Plot No:- 1534, LR Khatian No:- 8396	Owner:সেথ সুগভাগ আদি, Gurdian:পাচ সে, Address:নিজ Classification:বাগাব, Area:0.04000000 Acre,	Sheikh Sultan Ali	
L2	LR Plot No:- 1534, LR Khatian No:- 8397	Owner: সৃগ্মিতা যোষ আদী, Gurdian: নারাহন চন্দ যো, Address: নিজ , Classification: বাগান, Area: 0.04000000 Acre,	Susmita Ghosh Ali	

# Endorsement For Deed Number: I - 190404720 / 2020

#### On 14-10-2020

## 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 : 4i (g) of Indian Stamp Act 1899.

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

Presented for registration at 16:06 hrs on 14-10-2020, at the Office of the A.R.A. - IV KOLKATA by Sheikh Sultan Ali 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 36.07,350/-

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

Execution is admitted on 14/10/2020 by 1, Sheikh Sultan Ali, Son of Late Panchu Sheikh, B-12 Chinar Park, P.O. Hatiara, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Muslim, by Profession Business, 2, Susmita Ghosh Ali, Wife of Sheikh Sultan Ali, B-12 Chinar Park, P.O. Hatiara, Thana: Baguiati, , North 2-Parganas, WEST BENGAL, India, PIN - 700157, by caste Muslim, by Profession Business

Indetified by Mr Swapnadip Das, , , Son of Late D B Das, High Court, P.O: G P O, Thana: Hare Street, , Kolkata, WES BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 14-10-2020 by Sheikh Sultan Ali, Partner, CHHAYANEER CONSTRUCTION AND DEVELOPER LLP, P-170 Lake Town Word No.30 Circle No.3, T-8, Block-B, P.O.- Bangur, P.S.- Lake Town, District.-North 24-Parganas, West Bengal, India, PIN - 700089

Indetified by Mr Swapnadip Das, , , Son of Late D B Das, High Court, P.O: G P O, Thana: Hare Street, , Kolkata, WES BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 14-10-2020 by Susmita Ghosh Ali, Partner, CHHAYANEER CONSTRUCTION AND DEVELOPER LLP, P-170 Lake Town Word No.30 Circle No.3, T-8, Block-B, P.O:- Bangur, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN - 700089

Indetified by Mr Swapnadip Das, , , Son of Late D B Das, High Court, P.O: G P O, Thana: Hare Street, , Kolkata, WES BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 162/- (B = Rs 50/- ,E = Rs 28/- ,I = Rs 55/- ,I (a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 84/-, by online = Rs 78/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/10/2020 7:36PM with Govt. Ref. No: 192020210113567561 on 12-10-2020, Amount Rs: 78/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ATDTCN7 on 12-10-2020, Head of Account 0030-03-104-001-16

## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 7,071/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 34788, Amount: Rs. 10/-, Date of Purchase: 29/11/2019, Vendor name: S Dey Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/10/2020 7:36PM with Govt. Ref. No: 192020210113567561 on 12-10-2020, Amount Rs: 7,071/-, Bank State Bank of India (SBIN0000001), Ref. No. IK0ATDTCN7 on 12-10-2020, Head of Account 0030-02-103-003-02

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Srijani Ghosh

ADDITIONAL REGISTRAR OF ASSURANC

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

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