

06227/22

1. 6080/2022

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 870116

22/04/22
6-21157380

Certified that the document is admitted for registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Register-1
Alipore, South 24-pargana.

22 APR 2022

DEVELOPMENT AGREEMENT CUM DEVELOPMENT POWER OF ATTORNEY

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 22nd DAY OF April, TWO THOUSAND AND TWENTY-TWO (2022), A.D;

BETWEEN

Amima Das.

FUTURE FOUNDATION
Dipankar Palit, Somnath Das.

Partner

SMT ANIMA DAS [PAN - AYDPD5056G] [AADHAR NO. 314566527155], wife of Sri Ranjit Das and daughter of Late Sunil Ranjan Pandit, by faith- Hindu, by occupation- Service, residing at 57, South Purbachal Road, P. O. - Haltu, P.S.- Kasba now Garfa, Kolkata- 700078 hereinafter called and referred to as the "**OWNER**" (which expression shall mean and include her respective legal heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

M/S. FUTURE FOUNDATION (C.E.No.001206110161) (PAN - AAIFF1854H), a Partnership firm carrying on business of developers having its registered address at - 322(79), P.Majumdar Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, District - South 24 Parganas represented by its partner's, namely - (1) **SRI SOMNATH DAS (PAN - ADVPD0616M) (AADHAR NO. 865864820961)**, son of Sri Ram Chandra Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 79, P. Majumder Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, (2) **SRI DIPANKAR PATITUNDI (PAN-ASYPP3475E) (AADHAR NO. 706689018459)**, son of Late Phanibhusan Patitundi, by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 80/6, Purbachal Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, District - South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER/ BUILDER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

DEVOLUTION OF TITLE

KMC PRE. NO. 356/3, Purbachal Road, P. O. - Haltu, P.S.- Kasba now Garfa, Kolkata- 700078. WHEREAS:

1. That one Himangshu Kumar Sen son of Late Haran Chandra Sen was the absolute Owner of **ALL THAT** piece and parcel of Land measuring 11 Cottahs, in R.S. Khatian No. 1613, R.S. Dag No. 4115, Touzi No. 145, J. L. No. 13, R.S. No. 233, at Mouza Kasba, P.S. Garfa, District 24 Parganas, by virtue of Purchase vide Deed No. 2272 on 13/03/1963 from its erstwhile Owner Priya Lal Routh. The said Deed was registered at Sub Registration Alipore and recorded in Book

Anima Das.

FUTURE FOUNDATION
Dipankar Patitundi, Somnath Das.
Partner

No. 1, Volume No. 69, Pages 99 to 104, Being Deed No. 2272 for the Year 1963.

2. That after the said Purchase the said Himangshu Kumar Sen sold ALL THAT Land measuring 9 Cottahs 2 Chittacks 10 sq. ft. more or less out of the said total 11 Cottahs land to one Sunil Ranjan Pandit on 02/09/1969 and the said Deed was registered at Joint Sub Registration Alipore and recorded in Book No. 1, Volume No. 83, Pages 103 to 110. Being Deed No.4389 for the Year 1969.

3. That after the said Purchase the said Sunil Ranjan Pandit constructed two storied building on the said Land (Front side) and while enjoyed and possessed the said Land with Building as absolute Owner thereof, the local authority acquired some portion of the said Land for widen of the adjacent Road and thereafter the said Sunil Ranjan Pandit enjoyed and possessed the remaining net Land measuring 08 Cottahs 06 Chittacks 33 sq. ft. more or less and thereafter the said Sunil Ranjan Pandit mutated his name before the Kolkata Municipal Corporation in respect of the said net Land measuring 08 Cottahs 06 Chittacks 33 sq. ft. more or less with Building and known as KMC Premises No. 356, Purbachal Road, Kolkata 700 078, Ward No. 106, Assessee No. 31-106-17-0356-5.

4. Thereafter the said Sunil Ranjan Pandit divided the said 8 Cottahs 6 Chittacks 33 sq. ft. more or less into three small plots with four feet wide common Passage(03Chittacks 05 sq. ft. more or less) for ingress and egress from the middle of the said entire Land and out of the said plots, the said Sunil Ranjan Pandit gifted ALL THAT demarcated Plot of Land measuring 02 Cottahs more or less with right of use the northern side Common Passage to his Daughter Smt. Anima Das on 10.02.2010. On even date the said Sunil Ranjan Pandit also Gifted ALL THAT another demarcated Plot of Land measuring 02 Cottahs more or less with right of use the above mentioned four feet wide common passage to his other Daughter Smt. Pratima Das (Pandit) and the said two Deeds was registered at DSR-III at Alipore and recorded in Book No. 1, Volume No. 3, Being No. 966 & 967 for the Year 2010.

5. That after registration of the said two Gift Deed, the said Sunil Ranjan Pandit enjoyed and possessed the remaining land measuring 04 Cottahs 03 Chittacks 28 sq. ft. more or less together with pucca structure and on 10/02/2010 the said Sunil

Anima Das.

FUTURE FOUNDATION
Sunil Ranjan Pandit Anima Das

Ranjan Pandit transferred ALL THAT undivided and un-demarcated Land measuring 02 Cottahs 01 Chittacks 36 sq. ft. more or less out of remaining Land measuring 04 Cottahs 03 Chittacks 28 sq. ft. more or less together with un-demarcated and undivided 525 sq. ft. more or less pucca structure out of the said remaining land measuring 04 Cottahs 03 Chittacks 28 sq. ft. more or less together with structure by way of Gift to his wife Shefali Pandit and the said Deed was registered at DSR-III at Alipore and recorded in Book No. 1, Volume No. 3, Pages from 1657 to 1674, Being No. 968 for the Year 2010. The Land measuring 3 Chittacks 5 sq. ft. more or less gone for private Common Passage for egress and ingress between the said Two daughters Smt. Pratima Das and Smt. Anima Das and Prabir Chandra Pandit.

6. Thereafter the said Sunil Ranjan Pandit and his wife Shefali Pandit while enjoyed and possessed the said 04 Cottahs 03 Chittacks 28 sq. ft. more or less together with structure as Joint Owners thereof being portion of Premises No. 356, Purbachal Road, Kolkata 700 078, Ward No. 106, the said Shefali Pandit died intestate on 27/01/2011 leaving behind her Husband Sunil Ranjan Pandit, two daughter Smt. Pratima Das (Pandit) and Smt Anima Das and one son Sri Prabir Chandra Pandit as her legal heirs and successors. And all of them jointly inherited the said undivided Land measuring 02 Cottahs 01 Chittacks 36 sq. ft. more or less and each have undivided 1/4th share of the said Land measuring 02 Cottahs 01 Chittacks 36 sq. ft and each have undivided 380.5 sq. ft. more or less land i.e. 8 Chittacks 20.5 sq. more or less together with undivided 131 sq. ft. more or less pucca structure more particularly mentioned in the First Schedule thereunder written.

7. Thereafter the said Sunil Ranjan Pandit gifted his remaining undivided Land 02 Cottahs 01 Chittack 37 sq. ft. more or less along with 08 Chittacks 20 sq. more or less land which he inherited from his deceased wife, in total 2 Cottahs 10 Chittacks 12 sq. ft. more or less to his only son Sri Prabir Chandra Pandit by a registered Deed Vide No. 060 on 4th January, 2013. The said Deed was registered at DSR-III, at Alipore and recorded in Book No. 1, Volume No.1, Pages 1748 to 1768 Being Deed No.060 for the Year 2013.

8. That after the said Deed of Gift the said Prabir Chandra Pandit became the absolute Owner of undivided and un-demarcated Land measuring 2 Cottahs 10

Anima Das.

FUTURE FOUNDATION
Prabir Chandra Pandit Anima Das

Prabir

Chittacks 12 sq. ft. more or less and remaining 01 Cottahs 09 Chittacks 15 sq. ft. more or less become the Joint property of Smt. Anima Das, Smt. Pratima Das and Sri Prabir Chandra Pandit.

9. That accordingly the said Smt. Pratima Das and Sri Prabir Chandra Pandit and Smt. Anima Das are the Joint Owners of said undivided land measuring 01 Cottah 09 Chittacks 15 Sq. ft. being portion of KMC Premises No. 356, Purbachal Road, Kolkata -700078, Ward No. 106 each have undivided and un-demarcated 1/3rd share of the said land measuring 01 Cottah 09 Chittacks 15 Sq. ft.

10. Thereafter the Smt. Pratima Das and Smt. Anima Das gifted their undivided and un-demarcated 2/3rd share of the said land 01 Cottahs 09 Chittacks 15 Sq. ft. i.e. 01 Cottah 40 sq. ft. more or less together with pucca structure undivided measuring 262 sq.ft more or less to their brother Sri Prabir Kumar Pandit to the Donors thereof on 07.08.2019 and the said Deed was registered at DSR-III AT Alipore and recorded in Book No. 1, Being No. 2659 for the year 2019.

11. Thereafter the Sri Prabir Kumar Pandit gifted his demarcated share of the said land 8 Chittacks 20 Sq. ft. more or less together with structure demarcated measuring 100 sq.ft more or less to her sister Smt. Pratima Das on 07.08.2019 and the said Deed was registered at DSR-III AT Alipore and recorded in Book No. 1, Being No2660 for the year 2019.

12. Thereafter the Sri Prabir Kumar Pandit gifted his demarcated share of the said land 8 Chittacks 20 Sq. ft. more or less together with structure demarcated measuring 100 sq.ft more or less to her sister Smt. Anima Das on 07.08.2019 and the said Deed was registered at DSR-III AT Alipore and recorded in Book No. 1, Being No2661 for the year 2019.

WHEREAS AS thus above-mentioned various deeds in distinct share accordingly the Vendor herein become the absolute owner of ALL THAT piece and parcel of Bastu Land measuring 02 Cottah 08 Chittacks 20 sq. ft. more or less, together with 100 sq. ft. RTS Structure standing thereon of the land comprised in R.S. Dag No.4115, under RS. Khatian No. 1613, J. L. No. 13, Touzi No.45, R. S. No. 233, at

Anima Das.

FUTURE FOUNDATION
 Prabir Kumar Pandit
 Somnath Das
 Partner

Mouza Kasba, P.S. Kasba now Garfa, District South 24 Parganas, duly mutated her name in the assessment records of the Kolkata Municipal Corporation renumber known as of KMC Premises No. 356/3, Purbachal Road, Kolkata 700 078, P.S. Garfa, under Assessee No. 311061725380 and is now peacefully enjoying the same by paying the rates taxes and other outgoings regularly and punctually to the competent authorities in fee simple free from all encumbrances whatsoever, hereinafter called the said "**LAND**" (more fully and particularly described in the **FIRST SCHEDULE** hereunder written).

AND WHEREAS the Owner are not in a condition to develop the Straight III Storied building over and upon the said land premises by his own due to paucity of funds and due to lack of time for supervision of the construction, as such for the Development of one Straight III Storied Building over the said land premises the Owner have decided to engage one Developer. And the Developer Concern mentioned herein above, knowing the same from reliable source, has approached to the Owner for developing the same.

AND WHEREAS the Owner have decided to execute one Development Agreement with - **M/S. FUTURE FOUNDATION (C.E.No.001206110161)** a Partnership firm carrying on business of developers having its registered address at - 322(79), P. Majumdar Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, District - South 24 Parganas represented by its partner's, namely - (1) **SRI SOMNATH DAS (PAN-ADVPD0616M) (AADHAR NO. 865864820961)**, son of Sri Ram Chandra Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 79, P. Majumdar Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, (2) **SRI DIPANKAR PATITUNDI (PAN- ASYPP3475E) (AADHAR NO. 706689018459)**, son of Late Phanibhusan Patitundi, by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 80/6, Purbachal Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, District - South 24 Parganas, District - South 24 Parganas, the Developer herein, stating the terms and conditions in details in this Development Agreement duly to be registered before D.S.R.III, Alipore on this day itself.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE OWNERS AND THE DEVELOPER as follows :-

Anima Das.

FUTURE FOUNDATION
 Dipankar Patitundi Somnath Das.
 Partner

ARTICLE - 1 : DEFINITIONS

In this Agreement unless it is repugnant to or inconsistent with the subject or context:-

OWNER: shall mean the aforesaid **SMT ANIMA DAS [PAN - AYDPD5056G] [AADHAR NO. 314566527155]**, wife of Sri Ranjit Das and daughter of Late Sunil Ranjan Pandit, by faith- Hindu, by occupation- Service, residing at 57, South Purbachal Road, P. O. - Haltu, P.S.- Kasba now Garfa, Kolkata- 700078, including her respective heirs, successors, executors, administrators, legal representatives and assignees.

DEVELOPER: shall **M/S. FUTURE FOUNDATION (C.E.No.001206110161)** a Partnership firm carrying on business of developers having its registered address at - 322(79), P. Majumdar Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, District - South 24 Parganas represented by its partner's, namely - (1) **SRI SOMNATH DAS (PAN - ADVPD0616M) (AADHAR NO. 865864820961)**, son of Sri Ram Chandra Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 79, P. Majumder Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, (2) **SRI DIPANKAR PATITUNDI (PAN-ASYPP3475E) (AADHAR NO. 706689018459)**, son of Late Phanibhusan Patitundi, by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 80/6, Purbachal Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, District - South 24 Parganas, including their heirs, successors, executors, administrators, legal representatives and assignees.

SAID LAND: shall mean ALL THAT piece and parcel of Bastu Land measuring 02 Cottah 08 Chittacks 20 sq. ft. more or less, together with 100 sq. ft. RTS Structure standing thereon of the land comprised in R.S. Dag No.4115, under RS. Khatian No. 1613, J. L. No. 13, Touzi No.45, R. S. No. 233, at Mouza Kasba, P.S. Kasba now Garfa, District South 24 Parganas, duly mutated her name in the assessment records of the Kolkata Municipal Corporation renumber known as of KMC Premises No. 356/3, Purbachal Road, Kolkata 700 078, P.S. Garfa, under Assessee No. 311061725380 hereinafter called the said "**LAND**" (more fully and particularly described in the **FIRST SCHEDULE** hereunder written)

PRE. or the SAID PROPERTY: shall mean all that Premises described in the

Anima Das

FUTURE FOUNDATION
Dipankar Patitundi, Somnath Das

First Schedule hereto and shall also include the land, the structures and other structures thereon and / or the new building to be constructed thereon whenever the context permits.

UNDIVIDED PROPORTIONATE SHARE IN THE LAND: shall mean all that undivided, impartible, indivisible share or interest in the total land more or less comprised in the entirely more fully described in the First Schedule.

ARCHITECTS: shall mean a duly qualified Architect to be appointed by the Developer for the time being and/or other Architect during the material point of time of construction of the proposed building or during the process or progress of the work whatsoever may have been appointed by the Developer.

BUILDING: shall mean Straight III storied building to be constructed upon the said land in accordance with the building plan as would be duly sanctioned by the Kolkata Municipal Corporation (more fully and particularly described in the **SECOND SCHEDULE** hereunder written).

COMMON EXPENSES: shall mean and include the cost of operating, up-keeping and maintaining as and when required the common services and facilities of the building and shall include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto after completion of construction and as fully described in the **FOURTH SCHEDULE** hereunder written.

UNITS: shall mean any Flat and other spaces within the building on or at the said premises, each of them being part thereof.

UNDIVIDED SHARE: shall mean the undivided variable and impartible proportionate share in the land attributable and allocable to the said unit to be determined in relation to the area of the respective unit.

PLAN: shall mean the plan as would be sanctioned by the Kolkata Municipal Corporation and/or all other appropriate authority, and other statutory variation including such modification or variations therein as may be required to be made or directed by the said Kolkata Municipal Corporation and other authorities and agreed

Arnimol Das

J. Parthasarathi Patil
 Somnath Das
 Partner

including such modification or variations therein as may be required to be made or directed by the said Kolkata Municipal Corporation and other authorities and agreed upon by the Owner.

TRANSFER: with its grammatical variations shall mean and include a transfer of possession and by other means adopted for effecting what is understood as a transfer for flat / unit in straight three storied building to the purchaser/s.

TRANSFEREES: shall mean the purchaser/s to whom any Flat / Garage and other space in the said building will be transferred to with prior approval of First Party / Owners for which approval shall not be unreasonably withheld.

DISPUTE: Any dispute and/or difference arising between the parties or their legal representatives, the same shall be referred to the joint arbitrators, each party appointing one arbitrator and the award of the arbitrators shall be final and binding upon the parties.

OWNERS' ALLOCATION: The Developer / Second Party will give/ handover/ issue possession of the building area as mentioned in Article - 2 hereinafter.

MEMORANDUM OF AGREEMENT: shall mean this Agreement between the Owners and Developer in respect of **FIRST SCHEDULE** property and construction of building thereon with terms and conditions embodied hereto.

SPECIFICATIONS: shall mean the materials and specifications mentioned in the **SIXTH SCHEDULE** hereunder written (which will be decided before hand).

ARTICLE - 2 : ALLOCATIONS AND BENEFITS

OWNER'S ALLOCATION:

Owner will get the 50% share of the construction area on the Ground Floor South West side, First Floor North West Side and on the Second Floor South West Side of the total built up area of proposed Straight III storied building together with undivided proportionate share of Land with common area and facilities thereon in addition Developer shall pay non-refundable amount of Rs.9,00,000/- (Rupees Nine Lakhs) only to the Owner herein at the time of execution of this Agreement Developer shall pay Rs. 6,85,000/- (Rupees Six Lacs Eighty-Five Thousand) only and remaining balance of Rs. 2,15,000/- (Rupees Two Lacs Fifteen Thousand) only shall be paid by the Developer during the construction works of the building.

Animes Das.

FUTURE FOUNDATION
Dipankar Patil
Somnath Das
Partner

DEVELOPERS' ALLOCATION:

Developer will get the 50% share of the construction area on the Ground Floor North West side, First Floor South West Side and on the Second Floor North West Side of the total built up area of proposed Straight III storied building together with undivided proportionate share of Land with common area and facilities thereon. This is hereby noted that the parties herein mutually agreed that open parking spaces of the aforesaid building shall be provided in the ratio of 2:1 out of which 2 spaces shall be allotted to the Developer and 1 space shall be allotted to the Owner herein.

ARTICLE - 3 : BUILDING

- 1) The Developer at their own cost and expenses shall construct the said straight three storied building on the said premises according to the specification mention in the SIXTH SCHEDULE hereunder written in accordance with the plan so would be sanctioned by the K.M.C., and in compliance with all Municipal Rules, Regulations and provisions. The building to be so constructed shall be of good standard quality building materials and workmanship. No sub-standard materials shall be used, and all such specifications, materials, fixtures and fittings shall be approved of and/or certified by qualified Architect. The Developer shall be solely responsible for all cost, damages, fine, and compensation etc. for non-compliance of statutory rules, if any. It is needless to mention that the Developer will also arrange for corporation water connection with uninterrupted water supply (as may be required to meet the consumption after completion of construction), Drainage / Sewerage etc. for peaceful occupation of the premises in a habitable condition.
- 2) The Developer hereby declare that the commencement of construction of the proposed **Straight III storied** building shall take effect after approval of the Building Plan and the same shall be completed within **18 (Eighteen)** months from the date of building plan sanction, which may be extended up to a further period of 6 (six) months, if situation demands so and after completion of the proposed building, the land Owners' allocation as aforesaid shall be handed over first prior to handing over possession to anyone else.

Anisna Das

FUTURE FOUNDATION
 Ripankar Patil
 Somnath Das
 Partner

ARTICLE - 4 : DEVELOPERS' OBLIGATION

- 1) The Developer hereby agrees and covenants with the Owner not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owner. No consent shall be required from the Owner on the part of the Developer to transfer (Developer allocation).
- 2) Hereby assign the Developer's allocation to the intending purchaser/s or purchasers which can be affected only after the Owner get possession (except as has been mentioned before) of their allocation.
- 3) The Developer hereby agrees and covenants with the Owner not to do any act, deed, or thing whereby the Owner may be prevented from enjoying selling, assigning and/or disposing of the portion within the Owner's allocation in the straight three storied building during the pendency of this Agreement as mentioned herein.
- 4) The Developer hereby declares that construction of the proposed building shall be positively completed, and the Owner's allocation therein as agreed, shall be handed over to the Owners within **18 (Eighteen)** months from the date of building plan sanction subject to extension thereof for further 6 (Six) months by way of grace. If the Developer fails to complete construction even within such period of 24 (Twenty-Four) months in total as aforesaid from the date of sanction of the straight three storied building plan thereof, in such event the Developer shall be liable to pay damages to the Owners **AND THE TIME IS THE ESSENCE OF THIS AGREEMENT**, and in such event the Developer will compensate the Owners immediately and Developer shall pay Rs. 20,000/- (Rupees Twenty Thousand) only per month as a compensation charge.
- 5) It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen of the Developer, victimizing of any of workmen, or any other persons whatsoever, or causing any harm to the property during the course of construction of the building the Developer shall be solely liable and/or responsible there for and shall bear all expenses resulting there from or for compensation payable there for, keeping the Owner, her estate and effects safe, and harmless, and indemnify, all claims, damages, rights and/ or actions as the Owner may have to in respect of such eventualities suffer in any manner whatsoever.
- 6) After completion of the total constructional work of the proposed straight three

Anima Das

Giripankar Patil

Somnath Das

Partner

FUTURE FOUNDATION

storied building, the Developer shall arrange for assessment of the same by the Municipal authority, as well to inform the Owner in writing about approval of such constructions by the authorities as also asking him in writing to take delivery of possession of his allocation in the proposed straight III storied building as per terms as stated above.

- 7) That the Owner shall not be responsible for any Income Tax and any other taxes in respect of the Developer's allocation in the proposed building. Any such liability will be on Developer's account.
- 8) That the Developer undertakes to obtain on completion of construction at the premises from the Kolkata Municipal Corporation bearing all costs and expenses thereof out of their fund.
- 9) The Developer as per terms as agreed, undertake to bear all cost and expenses for the construction of the straight three storied building proposed to be constructed at the premises and also bear the sanction fees of the Building Plan from the Kolkata Municipal Corporation.
- 10) The Owner Allocation of the constructed area being provided for the land of the Owner being agreed to be shared or parted with the Developer or with the prospective buyers of the Developer's allocation which the Developer will get against the expenses incurred by them for carrying out the entire construction work on the Owner's land. If any litigation results from any transaction in respect of any unit and/or flats within the allocation of the Developer in such circumstance the Developer shall be solely liable thereof and the Developer will sell the same. The Owner will not be liable and/or responsible in respect of the same in any manner whatsoever.
- 11) Income, sales and other tax liabilities as out of sale of the allocation of the Developer as agreed, or any portion thereof shall be borne solely by the Developer and the moneys received by the Developer being considered it's income in the fullest sense of the term and the Owner having nothing to do nor any interest therein nor being related thereto shall have no tax liability there for in any manner whatsoever.
- 12) For any Government claims arising out of the construction of the building as against Capital gains in respect of Developer's allocation the Developer shall be solely liable for meeting, and/or settling such claims, keeping the Owner, safe and/or harmless in such respect undertaking to indemnify the Owner in case she has to suffer monetary or any other losses there for.

Anima Das.

[Signature]

FUTURE FOUNDATION

[Signature]

Partner

- 13) Any personal liability as against the Developer shall not be included in the Development project agreed to be undertaken unless it affects the Owner.
- 14) That the Developer will hand over the Owner's allocation as per specification mentioned in the SIXTH SCHEDULE hereunder written.
- 15) Municipal Tax liability will be on Developer / New Purchasers' Account except for the portion occupied by the Owners. During the period of construction, the Municipal Tax liability will be on Developer's account.

ARTICLE - 5 : OWNERS' OBLIGATION

- 1) The Owner hereby grant exclusive license and permission to the Developer to construct, erect and complete the proposed building on the said land including the Owner's allocation of the said proposed building in accordance with the sanctioned building plan as per specification contained in the SIXTH SCHEDULE hereunder written.
- 2) The Developer shall be exclusively entitled to the Developer's allocation in the building with the rights to transfer or otherwise deal with or dispose of the same subject to compliance of the terms and conditions of this agreement only after handing over the said Owner's allocation constructed area within the said proposed **Straight III storied building** meant for the Owners' allocation to her satisfaction. After such delivery of possession, the Owner shall not in any way interfere with or disturb quiet and peaceful possession of the Developer's allocation. Similarly, Owner's quiet peaceful possession of her portions as mentioned above will not be disturbed.
- 3) The Owner hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building on the said plot of land subject to condition that the Developer shall comply with building rules and use good quality building materials and act in accordance with law.
- 4) The Owner hereby agree and covenant with the Developer that upon receiving their allocation to their satisfaction they will not do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer' allocation and/or selecting the person in whose favour the Developer shall sell/transfer the Developer's allocation.
- 5) The Owner hereby agree and covenant with the Developer's not to let out, grant, lease, mortgage, encumber and / or charge the said plot of land or any portion thereof as per terms of this agreement.
- 6) That the Owner undertake that during the continuance of this Agreement they

Anima Das.

Dipankar Patil

Somnath Das.

Partner

shall not enter into any Development or Sale Agreement with any Third Party in respect of the said land or any part thereof but the Land Owners shall have every right to enter into agreements including Sale Agreement in respect of Owners' allocation under Article 2, mentioned above, of the said proposed building and the Developer shall be the confirming party of the said agreement.

- 7) It is agreed that upon completion of the proposed **Straight III storied building** and upon delivery of the possession of the Owner's allocated portion by the Developer, all proportionate levies and taxes which will be finally assessed by the Kolkata Municipal Corporation in respect of the Owner's allocated portion in the proposed **Straight III storied building** shall be paid by the Land Owner from the date of taking over the possession of his entire allocated portion. Remaining tax liability will be on account of Developer / new Owner (Purchasers), as the case may be.
- 8) The Developer shall be entitled to fix Sign Board on the said property, for advertisement, and insertions in newspapers and other advertising media and all costs and expenses ancillary thereto shall be borne by the Developer exclusively.
- 9) The Owner authorize the Developer to appoint duly qualified Architect, Labours, workmen, masons, and to obtain electricity, water, sewerage, drain from the Kolkata Municipal Corporation and C.E.S.C. and construct building upon the said land.
- 10) The Owner hereby undertake to execute proper Deed of Conveyance/s in favour of the intending purchaser or purchasers to get those deeds Registered before concerned Registering Authority in respect of the Developer' allocation wherein the Developer shall join as Confirming Party. Refusal to Register the Deed of Conveyance/s in favour of the intending purchaser/s shall authorize the Developer to sue the Owner for specific performance of this Agreement even if the Owner are not the party to the said agreement for sale made between the Developer and the prospective buyers of the Developer' Allocation. It is mentioned herein that such intending purchaser/s must be a person having reputation and not concerned with any criminal activities.
- 11) The Owner hereby undertake that any dispute and/ or obstruction rose due to any reason whatsoever during the Development work and sale of Flats and/ or regarding the title of the land premises, the Owner will take sole responsibility to clear the same.

ARTICLE - 6 : OWNERS' RIGHT

Anima Das.

Ripankar Patil

FUTURE FOUNDATION

Somnath Das.

Partner

That Owner shall be entitled to transfer and otherwise deal with the Owner's allocation of the building to any person / persons and intending purchaser or purchasers in any manner with the assistance of the Developer, if felt to be necessary by the Owner.

ARTICLE - 7 : CONSIDERATION

Owners' Allocation shall be treated as the consideration price of the land and they shall get 50% more or less constructed area of the said proposed newly constructed building and common equal right of the top roof, all other common spaces and areas of the First Schedule property shall be treated as Owner's Allocation.

ARTICLE - 8 : DEVELOPER'S RIGHT

- 1) The Developer will hold and/or possess the said plot of land for construction being exclusive lawful attorney and/or agent of the Owner and shall have authority to construct the building on the said plot of land as per sanction of the building plan by the Kolkata Municipal Corporation.
- 2) If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at the Developer' own cost and expenses and the Developer will pay and bear all fees including Architect's fees and Municipal charges and expenses to be paid or deposited for such amendment and/or modification of the building plan. The Owner or her allocation will not be prejudiced for the said amendment or modification.
- 3) The Developer shall be entitled to enter into an Agreement with the intending purchaser or purchasers for selling their allotted portion mentioned above excluding the Owners' share and shall settle terms with the prospective buyers of the flats / units etc. and the Owner will not be responsible for the same.
- 4) The Developer shall also be entitled to accept money by way of consideration price of the said flats / units, from the prospective buyers in respect of Developer' allocated portion to be due in their share in the said proposed building Flat / units as referred to as saleable area and can issue receipt in their names acknowledging such receipts in terms of this agreement without making the Owner liable or accountable for the same at any point of time. Any tax liability in this connection will be on Developer's account.
- 5) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot or any part thereof to the Developer or of creating any right, title or interest in the said plot or any part thereof to the Developer.

Anima Das

FUTURE FOUNDATION
 Jitankar Pakhira, Somnath Das
 Partner

Developer to commercially exploit the said plot and to deal with the Developers' allocated area in the building in the manner herein stated.

- 6) **Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement / Final Document for transfer of Property as per provisions laid down in the said documents as a Developer without getting any Ownership of any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement / Final Document for Transfer of Property between the Owners and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.**

ARTICLE - 9 : MISCELLANEOUS

- 1) It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified may be reasonably required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other document may be reasonably required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to execute a General Power of Attorney in favour of the Developer simultaneously with the execution of the instant Development Agreement authorizing them to do all such acts, deeds, matters and things related to the proposed construction anti same shall be registered with the concerned registering authority.
- 2) Any notice required to be given by the Developer shall be deemed to have been served upon the Owner if delivered by hand and duly acknowledged or sent by registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer, if delivered by hand and duly acknowledge or sent by prepaid registered post with acknowledgement due to Developer.
- 3) The Developers and the Owner shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereon.
- 4) The Owner and the Developer's or their respective nominees hereby agree to abide by all the rules and regulation of such Management / Society / Association and hereby give its consent to abide by the same.

Anima Das

Dipankar Patil

FUTURE FOUNDATION

Somnath Das

Partner

- 5) That the Developer's hereby undertake that it shall obtain sanction of the building plan by the Kolkata Municipal Corporation and/or all other authorities as may be required within a reasonable period from the date of execution of this Development Agreement or from the date of execution and registration of General Power of Attorney whichever is later.
- 6) The Owner /Developer's and the prospective purchaser/s shall take the benefit of the Apartment Ownership Act, 1972.

ARTICLE - 10 : OWNERS' INDEMNITY

The Owner hereby undertake that the Developer's shall be entitled, to the said constructions and shall enjoy their allocation without any interference or disturbance provided the Developer perform observe and fulfill all the terms and conditions herein contained and/or on his part to be observed performed and/or fulfilled.

ARTICLE - 11 : DEVELOPER'S INDEMNITY

- 1) The Developer's hereby undertakes to keep the Owner indemnified from and against all third party's claim and actions arising out of any part of the act or commission or omission of the Developer relating to the construction of the said proposed straight three storied building.
- 2) The Developer's hereby undertakes to indemnify and keep the Owner indemnified from and against all actions suits costs proceedings and claims and demands that may arise out of the Developer's allocation or with regard to the Development of the building and/or in the matter of construction of the Three storied building and/or for any defect therein.

ARTICLE - 12 : TITLE DEEDS

The Original Title Deeds and other papers of the lands, more fully and particularly described in the FIRST SCHEDULE hereunder written, shall always be in possession of the Developer and all prospective buyers of the Developer's Allocation shall be entitled to have inspection and make extract there from at their cost and expenses.

ARTICLE 13 - POWER OF ATTORNEY

1. In respect of the Allocation of the Developer, i.e., the Developer's shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of its allocated Share of 50% in respect of the **Straight III storied building** on and over the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said

Anima Das

Dipankar Patil

FUTURE FOUNDATION
Somnath Das
Partner

amount in the Bank Accounts of the DEVELOPER's; to enter into an agreement for sale on behalf of the Executrix of this Power of Attorney being the Owner and execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same and shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed straight three storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer's; to execute the sale deed in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owner/ Executrix and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed **Straight III storied building** on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount in respect of its allocated portion of the proposed straight three storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer in respect of its allocation and remaining amount of the said consideration amount of the remaining flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPERS incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favour of the buyer in respect of its allocated portion of the proposed straight three storied building on and over the **First Schedule** mentioned property.

2. In pursuance of this Agreement since one Power of Attorney for Development and also for selling the Residential Flats and Parking Spaces on behalf of the Owner is required, hence for the said reason the OWNER hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER' may smoothly and uninterruptedly carry on and continue its works. Hence the Power of Attorney for Development Purpose, for Selling Purpose as well for other associated and ancillary Purpose is being executed

Anima Das

Ripankar Patiluchi

Somesh Das
Partner

FUTURE FOUNDATION

on the following effects;

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, OWNER namely SMT ANIMA DAS [PAN - AYDPD5056G] [AADHAR NO. 314566527155], wife of Sri Ranjit Das and daughter of Late Sunil Ranjan Pandit, by faith- Hindu, by occupation- Service, residing at 57, South Purbachal Road, P. O. - Haltu, P.S.- Kasba now Garfa, Kolkata- 700078; **SEND GREETINGS:-**

WHEREAS the Executrix of this Power of Attorney are the Owner of the immovable properties consisting of a plot of land and structure thereon and which is more particularly described in **First Schedule** hereunder written.

AND WHEREAS Executrix of this Power of Attorney being the Owner intended and proposed to develop the said **First Schedule** mentioned property construction and erecting and constructing new residential **Straight III storied building** with flats and car parking spaces therein and to utilize the land to aid and support the process of construction of the straight three storied residential building inclusive of Flats/ Residential Units and Spaces by constructing building and pathway and area of ingress and egress and other necessary facilities and amenities and intended to sell on Ownership basis to the intending purchaser/purchasers.

AND WHEREAS in connection to such proposal, Executrix of this Power of Attorney being the Owner hereby execute this Development Agreement being this Indenture in favour of the Developer only for Development and Construction of the said project over the **First Schedule** mentioned land and in the said Agreement the Executrix of this Power of Attorney being the Owner have already confirmed that for purpose of the said Agreement, one Registered Power of Attorney will be executed in favour of the Developer, i.e., the Holder of this Power of Attorney and for the same purpose Executrix of this Power of Attorney being the Owner is hereby executing this Power of Attorney.

AND WHEREAS Executrix of this Power of Attorney being the Owner is currently unable to attain and manage all matters regarding the construction and also regarding the other paper-works due to his engagements and also due other occupational problems and habitation issues.

AND WHEREAS due to the busy schedule and other businesses Executrix of this

Anima Das.

FUTURE FOUNDATION
Ripanton Patil
Somnath
Partner

Power of Attorney being the Owner from appending his signature to various deeds, documents, consents and other instruments therefore Executrix of this Power of Attorney being the Owner appoint **M/S. FUTURE FOUNDATION (C.E.No.001206110161)** a Partnership firm carrying on business of developers having its registered address at - 322(79), P.Majumdar Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, District - South 24 Parganas represented by its partner's, namely - (1) **SRI SOMNATH DAS (PAN - ADVPD0616M) (AADHAR NO. 865864820961)**, son of Sri Ram Chandra Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 79, P. Majumder Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, (2) **SRI DIPANKAR PATITUNDI (PAN- ASYPP3475E) (AADHAR NO. 706689018459)**, son of Late Phanibhusan Patitundi, by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 80/6, Purbachal Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078 as the attorney or agent of the Executrix of this Power of Attorney being the Owner with full power to construct proposed new building/apartments by developing the same in the **First Schedule** mentioned land and thereafter stated on the behalf of the Executrix of this Power of Attorney being the Owner and in the names of the Executrix of this Power of Attorney being the Owner and which the said attorney have agreed to do and the same hereby been executed in regard to the terms to which Executrix of this Power of Attorney being the Owner agreed upon as per the Agreement for Development.

NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTRIX / EXECUTOR OF THIS POWER OF ATTORNEY BEING THE OWNER NAMELY - SMT ANIMA DAS [PAN - AYDPD5056G] [AADHAR NO. 314566527155], wife of Sri Ranjit Das and daughter of Late Sunil Ranjan Pandit, by faith- Hindu, by occupation- Service, residing at 57, South Purbachal Road, P. O. - Haltu, P.S.- Kasba now Garfa, Kolkata- 700031; do hereby unconditionally and unequivocally nominate, constitute and appoint **M/S. FUTURE FOUNDATION (C.E.No.001206110161)** a Partnership firm carrying on business of developers having its registered address at - 322(79), P.Majumdar Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, District - South 24 Parganas represented by its partner's, namely - (1) **SRI SOMNATH DAS (PAN - ADVPD0616M) (AADHAR NO. 865864820961)**, son of Sri Ram Chandra Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 79, P. Majumder Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata

Anima Das.

FUTURE FOUNDATION
Dipankar Patitundi
Somnath Das
Partner

700078, (2) **SRI DIPANKAR PATITUNDI (PAN- ASYPP3475E) (AADHAR NO. 706689018459)**, son of Late Phanibhusan Patitundi, by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 80/6, Purbachal Road, P.O.- Haltu, P. S. - Kasba now Garfa, Kolkata - 700078, to be my true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on my behalf;

1. To work, manage, control and supervise the management of all and administer the properties of the Executrix of this Power of Attorney being the Owners as mentioned in below.
2. To sign all letters (including the written consent of the Executrix of this Power of Attorney being the Owner to the developer or prospective buyers or agreements with such prospective buyers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executrix of this Power of Attorney being the Owner, assurances or any other instruments requiring the signature of the Executrix of this Power of Attorney being the Owner.
3. To appear before the Kolkata Municipal Corporation and to do all acts deeds and things in relation to the completion of mutation in the name of the Executrix of this Power of Attorney being the Owner and to sign on giving acknowledgements receipt on behalf of the Executrix of this Power of Attorney being the Owner.
4. For the more better and more effectual execution of the powers and authorities aforesaid, the attorney of the Executrix of this Power of Attorney being the Owner shall be entitled to present and/or to acknowledge any of the various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executrix of this Power of Attorney being the Owner, assurances or any other instrument requiring the signature of the Executrix of this Power of Attorney being the Owner before the Registrar, Notary, Oath Commissioner or other public authorities as if the same was duly executed by the Executrix of this Power of Attorney being the Owner and to do and perform all or any other acts, deeds and things in connection therewith, as may be necessary or expedient if such registration or presentation shall be necessary as fully

Anima Das

Dipankar Patitundi

FUTURE FOUNDATION

Somath Das

Partner

and effectually as could be done by the Executrix of this Power of Attorney being the Owner personally.

5. To receive for safe custody various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executrix of this Power of Attorney being the Owner, assurances or any other instrument requiring the signature of the Executrix of this Power of Attorney being the Owner and signed by them under these presents and hand over the same for safe custody.
6. To present the Executrix of this Power of Attorney being the Owners if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on behalf of the Executrix of this Power of Attorney being the Owner for the purpose of conducting the litigations, if any, as the said attorney of the Executrix of this Power of Attorney being the Owner shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent as the case may be.
7. To sign verify and affirm by affidavit, if the occasion so arises, of all plaints written statements, petitions, Memorandum of Appeal, Stay Applications and all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defense of such litigation of the said immovable property specifically mentioned in the **First Schedule** hereinafter.
8. For the aforesaid propose or any of them to do everything which is generally required to be done in connection with the signing or execution of any of the abovementioned documents usually to be done by the Executrix of this Power of Attorney being the Owner and to sign generally on behalf of any in our name including the approval of the said document or documents. Purchaser of flats may require if necessary and for that purpose the said attorney of the Executrix of this Power of Attorney being the Owner is hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Joint- Registrar or Deeds and Assurances or any other registering authority officer of officers as occasioned shall or may require.

Anima Das.

Dipankar Patil

Somnath Das

Partner

FUTURE FOUNDATION

9. AND thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executrix of this Power of Attorney being the Owner shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executrix of this Power of Attorney being the Owner further agree and undertake that all the signatures executed by them on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executrix of this Power of Attorney being the Owner or any other instrument requiring our signature in connection with and all acts, deeds and things in connection therewith and lawfully done by the said attorney of the Executrix of this Power of Attorney being the Owner shall be construed as being signed and/or executed by the Executrix of this Power of Attorney being the Owner and/or done by themselves.
10. To execute and effect all repairs, alterations, constructions major or minor, that may be deemed necessary for the purpose of maintenance of the property mentioned above and to engage labours, contractors, job-men, technicians and engineers for such purpose and to enter into contracts for the same in the name of the Executrix of this Power of Attorney being the Owner.
11. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.
13. To prepare building plan, design work and to put signature on behalf of the Executrix of this Power of Attorney being the Owner as the lawful attorney of the Executrix of this Power of Attorney being the Owner in the building plan drawings and other allied necessary papers and apply for the sanction of building plan and deposit all fees to the concerned authority in the name of the Executrix of this Power of Attorney being the Owner and on behalf of

Anima Das.

Ripankar Patilwadi

Somnath Das

Partner

FUTURE FOUNDATION

the Executrix of this Power of Attorney being the Owner in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in the modified plan all papers, documents, affidavits declaration & register boundary declaration, splayed corner, and strip of land relating thereto and receive the same from the said Kolkata Municipal Corporation or any other competent authority against acknowledgement receipt on behalf of the Executrix of this Power of Attorney being the Owner as the lawful attorney of the Executrix of this Power of Attorney being the Owner.

14. To appear for and on behalf of the Executrix of this Power of Attorney being the Owner in office of the CESC, Kolkata Municipal Corporation or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.
15. To sign, execute and verify and file all complaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the Executrix of this Power of Attorney being the Owner. And the Executrix of this Power of Attorney being the Owner do hereby ratify, agree and undertake to ratify and conform all acts deeds the attorney of the Executrix of this Power of Attorney being the Owner shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.
16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.
17. To appoint an architect and to get the any alteration or modification of the

Azima Das.

FUTURE FOUNDATION
 Dipankar Pakshush. Somnath Das.
 Partner

sanctioned plan of the proposed Residential building duly sanctioned by the Kolkata Municipal Corporation and other authorities concerned in respect of the proposed building.

18. To make necessary applications and signed all papers, to appear before the Kolkata Municipal Corporation, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Kolkata Municipal Corporation and other authorities.
19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of Flats/ Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the sanctioned plans and according to specifications & other requirements of the Kolkata Municipal Corporation and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.
20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
22. To pay any deposit and pay moneys required to be deposited with the Kolkata Municipal Corporation and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
23. To pay all the taxes to the concern authority relating to the said property until the completion of the building.
24. To file or defend any suit on behalf of the Executrix of this Power of Attorney being the Owners regarding the **First Schedule** mentioned property and sign, verify complaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it

FUTURE FOUNDATION

Anima Das,

Ripankar Patil

Somnath Das

Partner

in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executrix of this Power of Attorney being the Owners.

25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
26. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
27. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
28. To accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
29. To apply for the inspection of and to inspect any Judicial records any records of any office or offices.
30. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executrix of this Power of Attorney being the Owners are or may be party or any way interested.
31. To negotiate for sale of the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount on behalf of the OWNER in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
32. To execute, sign and enter into an agreement for sale on behalf of the Executrix of this Power of Attorney being the Owners in respect of the Developer's Allocation and execute the agreement for sale by receiving the advance amount in respect of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Developer's Allocation and to

Anima Das.

Sipankar Patil

Somnath Das

Partner

receive the consideration amount on behalf of the owners in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.

33. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Developer's Allocation and to receive consideration from them in respect of the Developer's Allocation and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owner/Executrix in respect of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNER in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.

34. To receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount on behalf of the OWNERS in respect of DEVELOPER's allocation and to keep, retain and enjoy and deposit the said amount in the Bank Accounts of the DEVELOPER in respect of Developer's allocation and the said amount of the said consideration amount of the flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the **DEVELOPER** Firm incurred and made as per the terms and conditions of this Agreement.

35. To Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective purchasers in respect of the DEVELOPER'S ALLOCATION in any Registering Office by representing the OWNERS and by signing on their behalves and by admitting any document and deed on their behalves and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owner/ Executrix and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNER in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the

Anima Dees.

Rifankan Patihund,

Somnath 501

Partner

DEVELOPER.

36. To deliver the possession in favour of the buyer on behalf of the Executrix of this Power of Attorney being the Owner.

37. Generally to Act as the Attorney or Agent of the Executrix of this Power of Attorney being the Owners in relation to the matter aforesaid and all other matters in which the Executrix of this Power of Attorney being the Owner may be interested or concerned and on behalf of the Executrix of this Power of Attorney being the Owner to execute and to do all deeds, acts, or things as fully and effectual in all respect as the Executrix of this Power of Attorney being the Owner and/or themselves to do if personally present.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The Total Land)

ALL THAT piece and parcel of Bastu Land measuring 02 Cottah 08 Chittacks 20 sq. ft. more or less, together with 100 sq. ft. RTS structure standing thereon of the land comprised in R.S. Dag No.4115, under RS. Khatian No. 1613, J. L. No. 13, Touzi No.45, R. S. No. 233, at Mouza Kasba, P.S. Kasba now Garfa, District South 24 Parganas, being KMC Premises No. 356/3, Purbachal Road, Kolkata 700 078, P.S. Garfa, under Assessee No. 311061725380, ADSR at Sealdah and D. R. at Alipore and which is butted and bounded as follows: -

<u>ON THE NORTH</u>	:	By R. S. 4115 Prabir Chandra Pandit;
<u>ON THE SOUTH</u>	:	By 12' Feet wide road;
<u>ON THE EAST</u>	:	By R. S. 4115 Pratima Das (Pandit);
<u>ON THE WEST</u>	:	By 10' Feet wide road.

SECOND SCHEDULE ABOVE REFERRED TO

(The Allocation of the Owner & the Developer in the Proposed Building)

ALL THAT proposed Straight III storied building to be constructed on the **FIRST SCHEDULE** property together with all common areas benefits attached thereto to be shared as follows:

Anoma Das

Ripantur Sahukari

Somnath Das
Partner

FUTURE FOUNDATION

OWNER'S ALLOCATION:

Owner will get the 50% share of the construction area on the Ground Floor South West side, First Floor North West Side and on the Second Floor South West Side of the total built up area of proposed Straight III storied building together with undivided proportionate share of Land with common area and facilities thereon in addition Developer shall pay non-refundable amount of Rs.9,00,000/- (Rupees Nine Lakhs) only to the Owner herein at the time of execution of this Agreement Developer shall pay Rs. 6,85,000/- (Rupees Six Lacs Eighty-Five Thousand) only and remaining balance of Rs. 2,15,000/- (Rupees Two Lacs Fifteen Thousand) only shall be paid by the Developer during the construction works of the building. After sanction plan from the KMC, if the construction area of Developer's allocation is not available as per aforesaid ratio, in such case the said area shall be adjusted as mutually agreed or any other mode between the parties herein.

DEVELOPERS' ALLOCATION:

Developer will get the 50% share of the construction area on the Ground Floor North West side, First Floor South West Side and on the Second Floor North West Side of the total built up area of proposed Straight III storied building together with undivided proportionate share of Land with common area and facilities thereon.

This is hereby noted that the Parties herein mutually agreed that open car parking spaces of the aforesaid building shall be provided in the ratio of 2:1 out which 2 spaces shall be allotted to the Developer and 1 space shall be allotted to the Owner herein.

THIRD SCHEDULE ABOVE REFERRED TO

THE OWNERS AND THE PURCHASER OR PURCHASERS ARE ENTITLED AS COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THE INDENTURE SHALL INCLUDE: -

- 1) Stair case on all the floors.
- 2) Stair case landing on all floors.
- 3) Main gate of the said premises and common passage and lobby on the Ground

Anime Das.

FUTURE FOUNDATION
Ripankar Babichand. Somnath Das

- i) Conduits, utility lines, telephone and electrical systems contained within the said building.
- j) The roof or terrace including structure in the said building will jointly be undivided property among the Owners - the Purchaser herein, or other Purchasers of different units, subject to limitation, if any, to their such rights of the said building, the Purchaser or Purchasers being entitled to use and enjoy the said roof and/or terrace with the Owners, other Purchaser, or Purchasers without causing inconvenience to one another.

FOURTH SCHEDULE ABOVE REFERRED TO

THE OWNER, PURCHASERS SHALL HAVE TO BEAR:-

- 1) The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories common area and facilities including subsequent white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landing, the gutters, roof, rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser or other occupiers of the building.
- 2) The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- 3) Cost and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
- 4) The cost of decorating the exterior of the building.
- 5) The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
- 6) Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
- 7) Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flat until and unless the said flats/ units handed over to the Owners/prospective purchasers the Developer shall bear all kinds of rates and taxes.
- 8) Litigation expenses as may be necessary for protecting the right, title and possession to the land and the building.
- 9) Such other expenses as are necessary or incidental for the maintenance,

Anirama Das.

Ripankar Patil

Somnath Das

FUTURE FOUNDATION

Partner

Govt. duties, GST and up-keep of the building as may be determined by the flat and/or Unit Owners' Association.

FIFTH SCHEDULE ABOVE REFERRED TO

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE SAID UNIT INTER-ALIA SHALL INCLUDE THE IMPOSITIONS AND RESTRICTIONS AS UNDER:

- 1) Not to carry on or permit to be carried on upon the said 'UNIT' any offensive or unlawful activities illegal or forbidden under any law for the time being in force. And not to commit any act of nuisance.
- 2) Not to demolish or cause to be demolished or damaged the said 'UNIT' or any part thereof.
- 3) Not to do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit and/or Car Parking space, if any, or any part thereof or cause any increase in premium payable in respect thereof.
- 4) Not to claim division or partition of the said land and/or the building thereon, and common areas within the same.
- 5) Not to decorate the exterior of the said unit which may affect other's FLAT and other spaces within the said building, or the structure thereof, in any manner whatsoever.
- 6) Not to throw or accumulate any dirt, rubbish, water or other refuse or permit the same to be thrown or accumulated in the said 'UNIT' or any portion of the building housing the same.
- 7) Not to paint outer walls or portion of her/his/their units, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their unit only in any colour of their choice.
- 8) The Purchasers of the unit together with other purchasers or Owners of other units shall must have abide by obligations for guidance of members, or maintenance, safety and security of the building or otherwise as shall be necessary in the interest thereof.
- 9) Not to encroach any common portion of the building as aforesaid, nor to obstruct, jeopardize the user thereof, and nor to encumber any of such portion in any manner whatsoever.

SIXTH SCHEDULE ABOVE REFERRED TO

(Specification of Work)

Anirama Das

Ripankar Patil

FUTURE FOUNDATION

Somnath Das
Partner

both side teak pasting of main door.

9. Toilets and W.C. doors : 24 mm thick P.V.C. doors will be provided.
10. Inside and Out side Finishing : Plaster putty inside the bed rooms, dinning/drawing, verandah, toilets and kitchen, outside cement based paint will be used with weather coat.
11. Windows: M.S. grill with ALUMINUM sliding Window.
12. Synthetic enamel paint in doors (ICI/Berger).
13. Concealed copper wire electrical & water supply line.
14. Verandah railing up to window sill height.
15. Lime Tremony on Roof.
16. All taps will be provided Ess Co.

ELECTRICAL SPECIFICATION OF FLAT

1. Bed Room : 3 Light Point, 1 Fan Point, 1 plug Point.
2. Draw/Dinning: 3 Light Points, 2 Fan Point, 2 Plug Point, 1 Cable Point (15 Amp), 1 Calling Bell Point.
3. Kitchen : 1 Light Point, 1 Plug Point (15 Amp), one Exhaust Fan Point. Provision for chimney and one Aqua Guard Point.
4. Toilet and W.C.: 1 Light Point, 1 Exhaust Fan Point.
5. Verandah : 1 Light Point and 1 Plug Point (5 Amp).
6. Flat wise separate Main Switch.
7. For extra work is done as per the desire of the Purchaser or purchasers for such extra work they shall pay the extra cost to the Developer.
8. M.C.B (Havells)

NOTE : Any extra additional work done by the Developer, at the request of the Owners shall be charged extra at market rate and the Owners shall has to pay cost of those extra additional works executed by the Developer additionally.

Anima Das.

FUTURE FOUNDATION
Dipankar Patil
 Somnath Das

Partner

IN WITNESSES WHEREOF the parties have hereunto set and subscribed their respective hand and seals on the day, month and year written above.

SIGNED, SEALED AND DELIVERED

By the Parties hereto i.e. the Owner and the Developer as the agreeable person of this Agreement, in presence of :

WITNESSES:

1) Ranjit Pal

6, Old Post office street Kol - 1

2) Ranjit Das

57, South Purbaacher Road
KOL - 7000 - 78.

Anirma Das

Signatures of the Owner

FUTURE FOUNDATION

Dipankar Patil, Somnath Das

Partner

Signature of the Developer

Drafted, Prepared

& Explained by me,



Ratan Pal, Advocate

High Court, Calcutta

Enrol No. WB/675/1992.



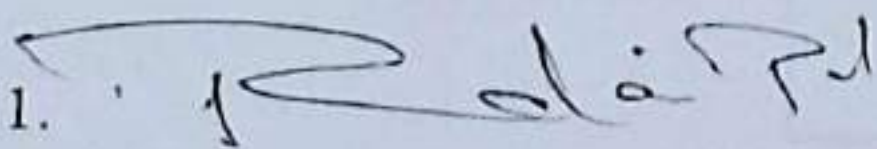
RECEIVED of and from the within named Developer herein the within mentioned sum of **Rs. 6,85,000/- [Rupees Six Lacs Eighty Five Thousand] only** being the part payment of the agreed non-refundable amount i.e. **Rs. 9,00,000/- [Rupees Nine Lakhs] only** as per memo below.

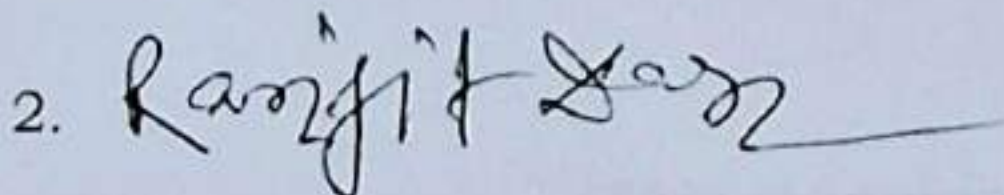
MEMO OF CONSIDERATION

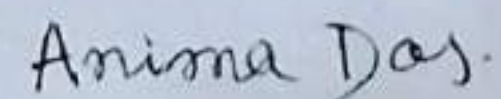
1. By Cash on 08.08.2019	Rs. 65,000/-
2. By Cheque No. 500830 dated 13.09.2019 Drawn on I.O.B, P. A. S. Road Branch	Rs. 2,00,000/-
3. By Cheque No. 500850 dated 29.04.2020 Drawn on I.O.B, P. A. S. Road Branch	Rs. 20,000/-
4. By Cheque No. 500861 dated 20.09.2020 Drawn on I.O.B, P. A. S. Road Branch	Rs. 1,00,000/-
5. By Cheque No. 500889 dated 04.08.2021 Drawn on I.O.B, P. A. S. Road Branch	Rs. 1,00,000/-
6. By Cheque No. 715632 dated 27.10.2021 7. Drawn on Canara Bank, Kasba Branch	Rs. 1,50,000/-
8. By Cheque No. 000076 dated 22.11.2021 9. Drawn on HDFC Bank, P. A. S. Road Branch	Rs. 50,000/-
	=====
	Rs. 6,85,000/-
	=====

[RUPEES SIX LACS EIGHTY-FIVE THOUSAND ONLY]

WITNESSES:

1. 

2. 



Signatures of the Owner

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 210689 to 210740

being No 160306080 for the year 2022.



Digitally signed by DEBASISH DHAR
Date: 2022.04.25 12:22:59 +05:30
Reason: Digital Signing of Deed.

Dhar

(Debasish Dhar) 2022/04/25 12:22:59 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)