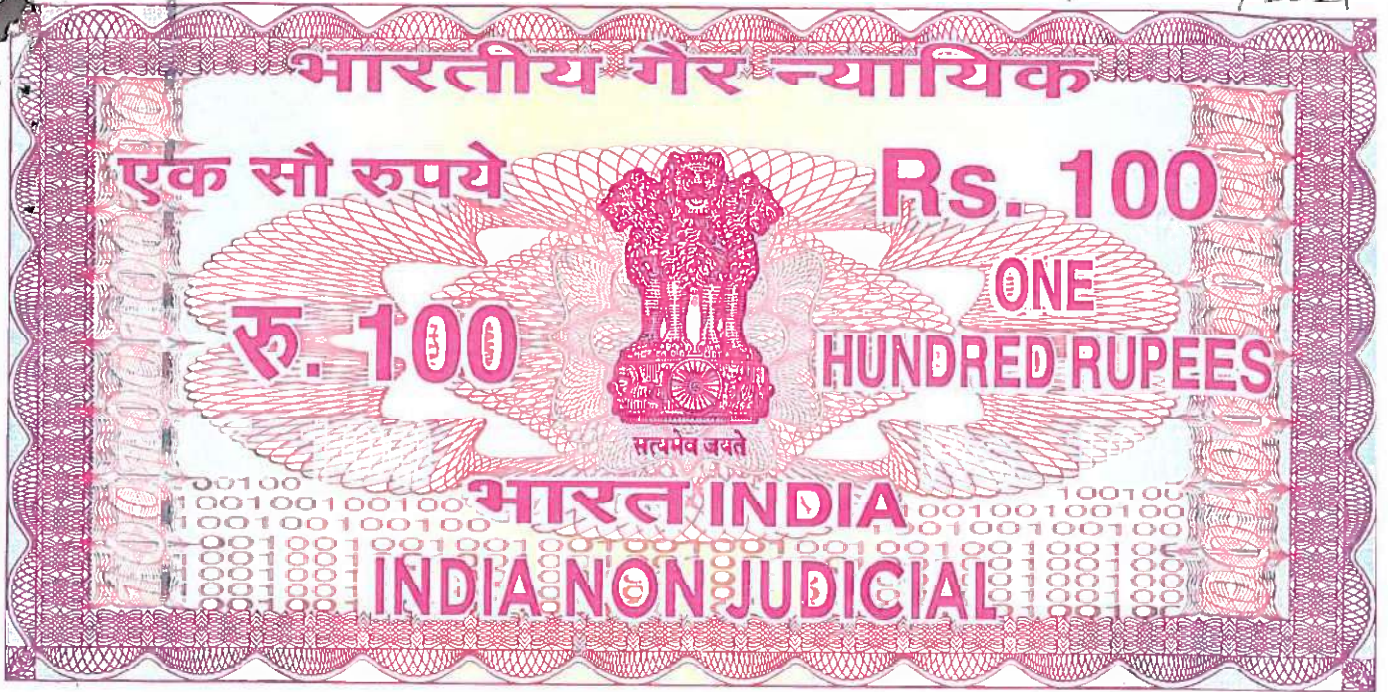


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SP
28/6/21

Certified that the document is admitted to registration. The signature of the endorser is attached to this document and is part of this document.

District Sub-Registrar-II
Alipore, South 24 Parganas

P 21023133/21

28 JUN 2021

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AGREEMENT FOR DEVELOPMENT OF A REAL ESTATE PROJECT ALONGWITH DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT FOR DEVELOPMENT OF A REAL ESTATE PROJECT ALONGWITH DEVELOPMENT POWER OF ATTORNEY is made on this the 28th day of June, Two Thousand and Twenty One (2021).

BETWEEN

6 MAY 2021

Sr No. 80 Date.....

Value Rs. 100/-

Name Subhan Khan Sarker

Alu
Kol-27

Address Alipore Jh. 1st Court

Tally
TAMAI DUTTA
Stamp Vender
Alipore Police Court, Kol-27



District sub-Registrar

Alipore, South 24 Parganas

28 JUN 2021

Choutom Joma
Alipore Judge Court
Kol-27

(1) **SRI RAJIV KUMAR MUKHERJEE**, (PAN:AJIPM8628H, AADHAAR NO.6794 0079 8665) son of Late Tapan Kumar Mukherjee, by faith-Hindu, by Nationality-Indian, by occupation-Retired; residing at 9/2, Central Park, Post Office -Jadavpur, Police Station-Jadavpur, Kolkata-700032; (2) **SRI SAMBIT MUKHERJEE**, (PAN:ATOPM7378L, AADHAAR NO.4148 8934 8783) son of Sri Rajiv Kumar Mukherjee, by faith-Hindu, by Nationality-Indian, by occupation-Self Employed; residing at 9/2, Central Park, Post Office-Jadavpur, Police Station-Jadavpur, Kolkata-700032; and (3) **MISS AROONIMA MUKHERJEE**, (PAN:BTWPM2160D, AADHAAR NO.8220 3728 7419) daughter of Sri Rajiv Kumar Mukherjee, by faith-Hindu, by Nationality-Indian, by occupation-Student; residing at 9/2, Central Park, Post Office -Jadavpur, Police Station-Jadavpur, Kolkata-700032, hereinafter jointly called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

M/S. DREAMZ CONSTRUCTIONS, a sole Proprietorship Firm having its registered office at "**ROYZ TOWER**", 375 Rajdanga Main Road, Post Office -EKTP, Police Station-Kasba, Kolkata-700 107, represented by its sole Proprietor-**SRI SANDEEP ROY**, (PAN:ADJPR1721P, AADHAAR NO. 7386 3615 2378) son of Sri Bibekananda Roy, by faith-Hindu, by occupation- Business, residing at 375 Rajdanga Main Road, Post Office -EKTP, Police Station-Kasba, Kolkata-700 107, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, legal representatives and assigns) of the **OTHER PART**.

WHEREAS by virtue of a registered Deed of Indenture dated 12.06.1987, Governor of the State of West Bengal (hereinafter referred to as the "**Government**") sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 4(four) Cottahs, be the same or a little more or less, being Scheme Plot No.9/2, lying and situated in




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C.S. Dag No. 11, under C.S. Khatian Nos. 75 & 76 of Mouza-Rajapur, J.L. No.23, R.S. No.14, Police Station-Jadavpur, within the then Jadavpur Municipality now within the territorial limits of Kolkata Municipal Corporation, District and Additional District Sub Registration Office at Sealdah, District: 24 Parganas now South 24 Parganas, together with all right and easements, facilities and amenities annexed thereto unto and in favour of Sri Jagannath Chatterjee and Sri Tapas Chatterjee, both sons of Late Bhabesh Chandra Chatterjee. The said Deed of Conveyance was registered at the office of District Sub-Registrar-I at Alipore and entered in Book No.I, Volume No.173, Page Nos.223 to 232, Being No.9543 for the year 1987.

AND WHEREAS after purchasing the aforesaid property, the said Tapas Chatterjee and Jagannath Chatterjee became the absolute joint Owners of the aforesaid property whereupon a two storied building standing thereon and enjoying the same without any interruption from anybody else.

AND WHEREAS the said Jagannath Chatterjee died as intestate bachelor on 10/09/1991 leaving behind his only brother Tapas Chatterjee and after the demise of Jagannath Chatterjee, his share devolved upon his only brother Tapas Chatterjee according to law and thus Tapas Chatterjee became the absolute Owners of the aforesaid house property.

AND WHEREAS the aforesaid house property has subsequently been included within the territorial limits of the Kolkata Municipal Corporation and the said Tapas Chatterjee got his name mutated as exclusive in the records of the Kolkata Municipal Corporation and the house property has since been known as KMC Premises No.157, Central Park, corresponding to mailing address 9/2, Central Park, Police Station-Jadavpur, Kolkata-700032, under Assessee No.31-102-05-0157-5.

AND WHEREAS by virtue of a registered Deed of Gift of dated 25th November, 2011, the said Tapas Kumar Chatterjee gifted, transferred and assigned **ALL THAT** piece and parcel of land measuring 4(four) Cottah, be the same or a little more or less, whereupon two storied




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building standing thereon, lying and situated in C.S. Dag No. 11, under C.S. Khatian Nos. 75 & 76 of Mouza-Rajapur, J.L. No.23, R.S. No.14, KMC Premises No.157, Central Park, corresponding to mailing address 9/2, Central Park, Police Station-Jadavpur, Kolkata-700032, within the territorial limits of Kolkata Municipal Corporation, in its Ward No. 102, unto and in favour of his daughter Parvati Mukherjee, The said Deed of Gift was registered at the Office of District Sub-Registrar – I and registered in Book No. I, C.D. Volume No. 20, Page Nos. 1176 to 1498, Being No. 03894 for the year 2011.

AND WHEREAS after getting the aforesaid property by virtue of Gift, the said Pravati Mukherjee was seized and possessed of the same without interruption from anybody else and got her name mutated in the record of the Kolkata Municipal Corporation.

AND WHEREAS the said Pravati Mukherjee died intestate on 26/06/2019 leaving behind her husband Rajiv Kumar Mukherjee, one son Sambit Mukherjee and a daughter Aroonima Mukherjee as her heirs and after the demise of Pravati Mukherjee her son and daughter inherited the aforesaid house property according to Hindu Succession Act, 1956, each having undivided 1/3rd share in it and got their names mutated in the records of the Kolkata Municipal Corporation as Owners of KMC Premises No.157, Central Park, corresponding to mailing address 9/2, Central Park, Police Station-Jadavpur, Kolkata-700032 within the territorial limits of Kolkata Municipal Corporation in its Ward No. 10, under Assessee No.31-102-05-0157-5.

AND WHEREAS the present Owners owned and possessed of **ALL THAT** piece and parcel of land measuring 4(four) Cottah, be the same or a little more or less, whereupon two storied building standing thereon, lying and situated in C.S. Dag No. 11, under C.S. Khatian Nos. 75 & 76 of Mouza-Rajapur, J.L. No.23, R.S. No.14, at and being KMC Premises No.157, Central Park, corresponding to mailing address 9/2, Central Park, Police Station-Jadavpur, Kolkata-700032 within the territorial limits of Kolkata Municipal Corporation in its Ward No. 102 under Assessee No.31-102-05-0157-5, District and Additional District Sub-Registration office at Alipore, District-South




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24 Parganas together with all rights and easements, facilities and amenities annexed thereto, which has been specifically described in **SCHEDULE "A"** hereunder and hereinafter referred to as the "***said premises***".

AND WHEREAS the said Owners are now desirous of developing the said premises by constructing thereupon a new ground plus four storied building in accordance with the building plan to be approved and sanctioned by the Kolkata Municipal Corporation. But due to financial stringency and/or paucity of funds, the said Owners are unable to start the construction of the said proposed building and had been in search of a suitable Developer, who can undertake the responsibility of construction of such building at the said premises by his/her/their own funds, arrangements and expenses.

AND WHEREAS being aware of such intention of the Owners, the Developer herein contacted the Owners and requested him to allow him to develop the said premises as desired by the Owners by constructing the proposed building in accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation at the arrangement, cost and expenses of the Developer.

AND WHEREAS upon and after negotiations between the two parties; the Owners herein, being party of the one part, have agreed to allow the Developer, being the party of the other part, to develop the said premises, being KMC Premises No.157, Central Park, corresponding to mailing address 9/2, Central Park, Police Station-Jadavpur, Kolkata-700032, within the territorial limits of Kolkata Municipal Corporation in its Ward No. 102, District-South 24 Parganas, as a real estate project on the terms and conditions hereinafter contained in this "***Development Agreement along with Development Power of Attorney***".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO on the following terms and conditions :-

ARTICLE-I: DEFINITIONS

1. **OWNERS**:- Shall mean(1) **SRI RAJIV KUMAR MUKHERJEE**, son of Late Tapan Kumar Mukherjee, residing at 9/2, Central Park, Post



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Alipore South 24 Parganas

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Office –Jadavpur, Police Station–Jadavpur, Kolkata-700032; (2) **SRI SAMBIT MUKHERJEE**, son of Sri Rajiv Kumar Mukherjee, residing at 9/2, Central Park, Post Office –Jadavpur, Police Station–Jadavpur, Kolkata-700032; and (3) **MISS AROONIMA MUKHERJEE**, daughter of Sri Rajiv Kumar Mukherjee, residing at 9/2, Central Park, Post Office –Jadavpur, Police Station–Jadavpur, Kolkata-700032, and include their heirs, executors, administrators, legal representatives and assigns and owning **ALL THAT** piece and parcel of land measuring 4(four) Cottahs, be the same or a little more or less, whereupon two storied building standing thereon, lying and situated in C.S. Dag No. 11, under C.S. Khatian Nos. 75 & 76 of Mouza-Rajapur, J.L. No.23, R.S. No.14, at and being KMC Premises No.157, Central Park, corresponding to mailing address 9/2, Central Park, Police Station-Jadavpur, Kolkata-700032 within the territorial limits of Kolkata Municipal Corporation in its Ward No. 102 under Assessee No.31-102-05-0157-5, District and Additional District Sub-Registration office at Alipore, District-South 24 Parganas together with all rights and easements, facilities and amenities annexed thereto, and having offered the same to the Developer for development of a real estate project.

2. **DEVELOPER** :- Shall mean **M/S. DREAMZ CONSTRUCTIONS**, a sole Proprietorship Firm having its registered office at “**ROYZ TOWER**”, 375 Rajdanga Main Road, Post Office –EKTP, Police Station-Kasba, Kolkata–700 107, represented by its sole Proprietor- **SRI SANDEEP ROY**, son of Sri Bibekananda Roy, residing at 375 Rajdanga Main Road, Post Office –EKTP, Police Station-Kasba, Kolkata–700 107 (which term include it’s successors-in-office, nominees and assigns) and who have agreed to develop and complete a real estate project on the aforesaid land /said premises of the Owners by constructing a Building (s) as per sanction plan of the Kolkata Municipal Corporation and the proposed building to be used for residential or for any other related purposes.
3. **TITLE DEEDS**: - Shall mean all the documents of title and Ownership relating to the said premises and the same shall be handed over in original by the Owners to the Developer simultaneously on execution



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of this Agreement. The Developer shall acknowledge to receipt of those original documents on tendering of the same.

4. **SAID PREMISES:** Shall mean **ALL THAT** piece and parcel of land measuring 4(four) Cottahs, be the same or a little more or less, whereupon two storied building standing thereon, lying and situated in C.S. Dag No. 11, under C.S. Khatian Nos. 75 & 76 of Mouza-Rajapur, J.L. No.23, R.S. No.14, at and being KMC Premises No.157, Central Park, corresponding to mailing address 9/2, Central Park, Police Station-Jadavpur, Kolkata-700032 within the territorial limits of Kolkata Municipal Corporation in its Ward No. 102 under Assessee No.31-102-05-0157-5, District and Additional District Sub-Registration office at Alipore, District-South 24 Parganas,together with all right of easements, facilities and amenities annexed thereto as more fully and particularly mentioned and described in the **SCHEDULE-"A"** hereunder written.
5. **BUILDING:** - Shall mean a ground plus four storied building to be constructed upon the said premises as per sanction plan to be sanctioned by the Kolkata Municipal Corporation (the competent authority) and any further constructed area or, floors to be and as may be sanctioned by the said Municipal Corporation.
6. **OWNERS' ALLOCATION:** - Shall mean saleable area and has been mentioned in the **SCHEDULE-"B"** hereunder in this development agreement, including a sum of Rs.10,00,000/- as refundable security (without interest), which the Developer has agreed to pay to the Owners.
7. **DEVELOPER'S ALLOCATION:** - Shall mean saleable area and has been mentioned in the **SCHEDULE-"C"** hereunder in this Development Agreement alongwith with Development Power of Attorney.
8. **COMMON AREAS, PORTIONS, FACILITIES & AMENITIES** : Shall mean and include the entire land on which the proposed building is to come up , roof top, common basements , terraces, corridors, hall ways, stair case /ways, passage ways, drive ways, pumps space, accommodation for the watch and ward or for the lodging of



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community services personnel, underground water reservoir, overhead water tank, stair and stair landing on all floors, lifts, lift well, lift landing on all floors, lift lobbies, fire escapes, common entrance and exits of the building, common storage spaces, water pump and motor, fans, compressors, sumps, central services for electricity, water, gas, sanitation and all other common facilities and amenities which may be set up and established by the Developer herein at its discretion and/or as advised by the competent authority and as may be reasonably required and feasible for the establishment, enjoyment, maintenance and/or management of the building and land there under and such other common facilities and amenities as are in future, after the building is complete and possession handed over to the respective allottees/buyers and their association/society is formed for the maintenance of the building and premises, mutually agreed and settled between the Owners/ allottees of the various units/floors/ flats, and which have been mentioned and described in the **SCHEDULE "D"** hereunder.

9. **COMPETENT AUTHORITY;** shall mean Kolkata Municipal Corporation, Government of West Bengal having at present the authority and powers to give permission for development of the said premises and to construct building(s) thereat and thereon as per building and other related plans to be sanctioned and approved by them or such other authority or authorities as are notified by the government in future for the said purposes.
10. **SANCTION PLAN:** Shall mean the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan and such other plans and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to the start of development/construction of the building at the said premises.
11. **APARTMENT(S):** Shall mean and include dwelling units and flats as are created/built/constructed in the proposed building by the Developer for sale, transfer and/or use for residential or commercial or business or professional or occupational purposes or for any other



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related and ancillary purpose as per sanction plan of the competent authority.

12. **CAR PARKING AREAS/GARAGES:** Shall mean areas/spaces whether covered, uncovered or open, as are sanctioned by the competent authority in the proposed Building or arranged amongst part one and two of this agreement for parking of two wheelers, motor cars and vehicles and for use as garages for other means of conveyances.
13. **SALEABLE SPACE:** Shall mean apartment(s) (being the dwelling and other units/floors/flats/car parking area) in the building(s), to be developed/constructed by the Developer under this development agreement and which are available for independent dwelling, residence, use, occupation and enjoyment after making due provisions for common areas and facilities and the space required for such common facilities.
14. **COMMON EXPENSES:** Shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular the common parts/areas as also meeting of the common expenses and matters relating to mutual rights and obligations of the Developer and the Owners herein including their nominees/assignees and also including the intending allottees of the Apartments and the common use and enjoyment thereof and which have been mentioned in the **SCHEDULE-"E"** hereunder.
15. **ARCHITECT:** Shall mean such person or persons, registered under the provisions of the Architect act, 1972, who may be entrusted and/or appointed by the Developer for both designing and sanction of the building plan(s) on the said land and premises as aforesaid.
16. **BUILT UP AREA** : Shall mean and include the covered area of the unit/commercial space/apartment/flat and including external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the Plan to be Sanctioned by the competent authority being the Kolkata Municipal Corporation.
17. **CARPET AREA:** - Shall mean the net usable floor area of an Apartment excluding the area covered by the external walls, under services shafts, exclusive balcony or verandah area and exclusive



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open terrace area but includes the area covered by the internal partition walls of the apartment(s).

18. **TRANSFEROR**: Shall mean the Owners and the Developer herein who intend to sell and transfer the apartments, out of the saleable areas being allocated to them respectively in this agreement, to the intending allottees (being the intending buyers/allottees/purchasers/users) together with undivided proportionate share of the land and right to use the common space in the building to be built on the said premises.
19. **ALLOTTEE**: Shall mean the individual, person, firm, limited or private limited company, limited liability partnership, society, any other authorized entity or an Association of persons to whom Apartment (s) and/or car parking spaces in the building are and have been allotted, sold and or transferred by the Developer and/or Owners, out of their respective shares/allocations and include such persons who subsequently acquire the said allotment of apartments through sale, transfer or otherwise but shall not include a person to whom the apartment is given on rent.
20. **TRANSFER**: Shall mean with its grammatical variation and include transfer by possession and by any other means adopted for effecting what is legally termed as a transfer of any property/ apartment/ building/flat/unit/car parking or garage area to the Allottee (s) thereof in terms of transfer of property act 1882 and/or any other applicable law.
21. **NOTICE**: - Shall mean and include all notices to be served hereunder by either of the parties to the other and such notices shall deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the concerned party hereto.
22. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.
23. **PARTIES**: shall collectively mean both Owners and Developer herein in the agreement




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Almorha, South 24 Parganas

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ARTICLE-II COMMENCEMENT

- 2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III: OWNERS RIGHTS & REPRESENTATIONS

- 3.1. The Owners hereto are absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 4(four) Cottah, be the same or a little more or less, whereupon two storied building standing thereon, lying and situated in C.S. Dag No. 11, under C.S. Khatian Nos. 75 & 76 of Mouza-Rajapur, J.L. No.23, R.S. No.14, at and being KMC Premises No.157, Central Park, corresponding to mailing address 9/2, Central Park, Police Station-Jadavpur, Kolkata-700032 within the territorial limits of Kolkata Municipal Corporation in its Ward No. 102, under Assessee No.31-102-05-0157-5, District and Additional District Sub-Registration office at Alipore, District-South 24 Parganas, together with all right of easement, facilities and amenities annexed thereto.
- 3.2. Save and except the Owners herein nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of and in the said premises.
- 3.3. That the said premises are free from all encumbrances, charges, liens, disputes, claims, attachments, mortgages, power of attorneys, trusts, tenancy rights , legal and court cases whatsoever or howsoever.
- 3.4. That the Owners have mutated and recorded his name in the records of the Kolkata Municipal Corporation.
- 3.5. That since the day of execution of this agreement and till the completion of the proposed building and sale of all the saleable space; if any person/s claims any kind of right, title and interest in respect of the said premises, the Owners shall be fully liable for the same and pay the amount of expenses and amounts to be or may be incurred and/or paid by the Developer towards the same.
- 3.6. That the Owners has not sold or entered into any agreement for sale and/or development or any other kind of agreement whatsoever or howsoever in respect of the said premises prior to this agreement.



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- 3.7. That the said premises are not subject to any notice of acquisition or requisition from any person/authority/govt. and the Kolkata Metropolitan Authority.
- 3.8. That there is two storied building upon the said premises and the Owners are giving liberty to the Developer to demolish the existing building after obtaining sanction of the building plan and all the debris shall go to the Developer and the Developer shall have liberty to sell the said debris to the third party and receive amount and the Owners shall not claim any amount for such debris.

ARTICLE-IV: DEVELOPER'S RIGHT

- 4.1. The Owners herein, hereby grant exclusive rights to the Developer to develop the said premises by way of constructing a building(s) in accordance with the building sanction plan of the competent authority with or without any amendment/change/alterations and/or modifications thereto made or caused to be made by the parties hereto.
- 4.2. That the Developer will pay expenses for obtaining sanction of the building plan and shall bear all expenses towards plan sanction and other applicable fees, building & construction materials, labour cost, legal fees and all construction charges of the building and to complete it in all respects at its own costs or at the cost of the intending Allottee or Allottees including architect fees, charges and expenses required to be paid or deposited for the purpose of development of the said premises and the Owners shall not have any responsibility in these respects.
- 4.3. It is made clear that save and except the share of the Owners in the proposed building as mentioned in **SCHEDULE-"B"**, hereunder; all other apartment(s)/ car parking areas/garages will be the exclusive property of the Developer herein and if the Developer so desires, the same could be disposed of by the Developer to the prospective buyer(s) at any sale consideration value or price, which the Developer may decide at its sole discretion.
- 4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said premises




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or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer other than exclusive rights and license to the Developer for the purpose of development of the said premises in terms hereof and to deal with the Developer's Allocation of the saleable area of the building.

- 4.6. The Developer shall have right to publish and issue advertisements or put out hoardings at any place or at the site of the premises to draw the attention of the prospective buyers of the apartment(s)/ car parking areas/ garages/shop(s) of the proposed building/s.
- 4.7. The Developer shall have liberty to demolish the existing building and shall sell all the debris in his discretion to the intending buyer or buyers and receive the entire consideration amount but the Owners shall not claim any amount towards sale of the debris from the Developer.

ARTICLE-V: CONSIDERATION

- 5.1. In consideration of the Agreement, the Owners have agreed to grant exclusive right of development of the said premises to the Developer and the Developer agrees and/or undertakes to allot the Owners' Allocation to the Owners as more fully and particularly mentioned in the **SCHEDULE-"B"** hereunder written, while the Developer will have the allocation as per **SCHEDULE-"C"** mentioned hereunder.
- 5.2. In addition to the Owners' allocation as mentioned in the **SCHEDULE- B** hereunder; the Developer would pay a sum of Rs. 10,00,000/- (Rupees Ten Lacs) only as refundable security (without interest) to the Owners as mentioned in **SCHEDULE-"B"** hereunder.
- 5.3. The Developer shall have full liberty and rights to sell his portion of the saleable area in terms of the Development Agreement to the intending allottees/ buyer/s and to receive the sale consideration/ Advance amount as per his allocation of the saleable area and as mentioned in the **SCHEDULE "C"** hereunder.
- 5.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said plot of land or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to



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commercially explore the same in terms hereof by constructing the building(s) on the said premises and to deal with the Developer's Allocation in the building in the manner herein stated, without creating any liability, financial or otherwise, whatsoever upon the Owners.

ARTICLE-VI: POSSESSION

- 6.1. The Owners shall handover vacant and peaceful possession of the said premises to the Developer within 30 (thirty) days from the date of sanction of the building plan and on execution of this Agreement, handover original papers and documents of Ownership/ title relating to the said premises to the Developer.

ARTICLE-VII: PROCEDURE

- 7.1 Simultaneously on execution and registration of this Agreement, the Owners shall grant proper authority to the Developer by executing and registering a General Power of Attorney in favour of the Developer in such format as may be required by the Developer for the purpose of construction of the proposed building as per sanction plan of the Competent authority and for development of the said premises and for selling out the apartment(s)/car parking areas / garages of its share/allocation together with undivided share of the land to the intending allottee/s through Deeds of Conveyance/s , Agreements for Sale and to sign and execute all necessary papers, deeds, documents, etc. in respect of Promoter's Allocation of the saleable area only and also to represent the Owners for all purposes in connection with all appropriate and necessary works and deeds/acts before the appropriate authorities, agencies, departments etc provided however the same shall not create financial liabilities upon the Owners. The Owners and the Developer shall sale its specific apartment(s)/ car parking areas/ garages in their respective allocation on the basis of the said Power of Attorney and this development agreement to the intending allottees/ buyers.
- 7.2 Apart from the said registered Power of Attorney; the Owners also do hereby undertakes that they shall execute as and when necessary all required papers, deeds, documents, plans etc. for the purpose of development of the said premises, if and as shall be necessary.





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- 7.3 The Developer shall keep certified copy of the sanctioned Architectural building Plan and the Structural Plan in its custody and provide the Owners with the original of the same.
- 7.4 Simultaneously on execution of this Development Agreement, the Owners shall also hand over original title deeds, mutation certificate, paid tax receipts and other muniments relating to the title of the said premises to the Promoter. The Developer shall acknowledge to receipt of the same. The Developer shall handover all those and such original documents to the "Owners Association or body". After completion of the building and after the grant of completion /occupancy certificate by the competent authority.
- 7.5 The Developer shall execute and register the Agreements for Sale and Deeds of Conveyance in respect of their allocated portion of saleable area as mentioned in **SCHEDULE-"C"** hereunder in favour of the intending Allottee(s)/Nominee(s) as selected and fixed by the Developer, on the basis of the said registered Power of Attorney to be given and executed by the Owners as per Para No.7.1 above.
- 7.6 The Developer shall keep the original Development Agreement & Power of Attorney in its custody, while the Owners shall keep a certified copy of the same.

ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING

- 8.1 The Developer shall on completion of the building, put the Owners in undisputed possession of the Owners' allocation of the saleable area **TOGETHER WITH** the rights in common facilities and amenities to be enjoyed proportionately with other allottees/buyers/Owners of apartment(s)/ car parking areas/ garages. However, the Developer shall hand over possession to buyers from its allocation after handing over the Owners' allocation in entirety. The Developer shall have no authority to handover possession to the buyers from their allocation before handing over possession of the Owners' allocation. The Developer shall have liberty to execute Agreements for Sale/s and Deeds of Conveyance/s in respect of its allocation in the proposed building but hand over possession of its allocation to its Nominee/ Allottee(s)/ buyers only after handing over possession of the Owners' allocation to the Owners. It is pertinent to mention herein that until



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the owner shall refund back the refundable security of Rs.10,00,000/- to the Developer, the Developer shall have no obligation to handover possession of the Owners' allocation to the owners.

- 8.2 The Owners will be entitled to transfer or otherwise deal with the Owners' allocation of the saleable area in the building.
- 8.3 That save and except allocation mentioned in the **SCHEDULES-"B" & "C"** hereunder, the common arrears, facilities and amenities will be jointly possessed and enjoyed by the Owners and the Developer and their heirs and nominees including the intending buyers/allottees/ Owners of the apartments and the Developer shall have exclusive right to dispose of their portions in any manner whatsoever.
- 8.4 The Developer shall be exclusively entitled to its own allocation with the right to transfer, or otherwise deal with or dispose of the same and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation provided that the Developer complies with all the terms and conditions to be observed and performed by the Developer under these presents.
- 8.5 The Developer being the party of the Other Part in the agreement, shall be at liberty with exclusive rights and authority to negotiate for sale of apartment(s)/ car parking areas/ garages together with proportionate share of land (excluding the accommodation provided under Owners' allocation, as mentioned herein before), of the said proposed building on the said premises with any prospective allottees/ buyers on or before or during the course of the construction work of the said building at such sale consideration and price and on such terms and conditions as the Developer may think fit and proper at its sole discretion. It is clearly agreed and declared by the parties herein that the consideration/sale money for such sale and transfer of Developers allocation as aforesaid, including earnest money or initial payments or part payments thereof shall be received by the Developer directly in its account and the Owners' herein will have no right and share and will not be entitled to any portion thereof.
- 8.6 The Developer shall be entitled to enter into agreement(s) for sale/s in respect of Developer's allocation on the basis of the registered General




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Power of Attorney and shall be entitled to sign all necessary papers, documents and agreements for such purpose on behalf of the Owners by virtue of the same registered Power of Attorney, however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owners.

- 8.7 The Developer on behalf of the Owners shall execute and register the Deed of Conveyance or Conveyances or sale deeds in favour of the intending Allottees /buyers out of the Developer's allocation of the saleable area of the building and also to convey the undivided proportionate share of the land of the said premises, save and except the Owners' allocation, on the strength of the registered General registered Power of Attorney, however the costs of such conveyance deeds or conveyances or sale deeds including cost of non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Allottees or Allottees or buyers thereof.

ARTICLE-IX: BUILDING

- 9.1 The Developer shall at its own costs construct, erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and/or as may be recommended by the Architect from time to time.
- 9.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided such quality is not inferior to the standards as mentioned in the applicable Building Laws.
- 9.3 The Developer shall install and erect in the said proposed building at the Developer's own costs standard new water pump set with motor, water storage tanks, overhead reservoirs, electric wiring and electrical fittings (BUT excluding fans, geysers, air conditions and other gadgets) and other facilities as are required to be provided in a building having self-contained apartment(s)/ car parking areas/ garages constructed for sale herein on Ownership basis and as mutually agreed.



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- 9.4 The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of cement, all types of steels, bricks other building materials and accessories for the construction of the building as a whole and to similarly apply for and obtain temporary and permanent connections of power, water, drainage sewerage and/or other facilities, if any, available to the new building and other inputs and facilities required for the construction of and enjoyment of the building.
- 9.5 The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owners, construct and complete the said proposed building along with its various apartments (units/floors/ flats/car parking space/ spaces), therein in accordance with the sanction building plan.
- 9.6 All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owners will have no responsibility and/or liability in this respect to the Architect.

ARTICLE-X: COMMON FACILITIES

- 10.1 The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due as and from the date of possession after plan sanction till handover of the entire building to the respective allottees.
- 10.2 As soon as the building is completed, the Developer shall after obtaining completion/occupancy certificate from competent authority and drainage connection, give written notice to the Owners requiring the Owners to take possession of the Owners' allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any and as are levied on the building as a whole.



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- 10.3 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 by and between the Owners and the 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 or them as the case may be consequent upon a default by Owners or the Developer in this behalf.
- 10.4 Any transfer or any transfer of any part of the Owners' Allocation of the new building shall be subject to the other provisions hereof and the respective transferee/s or allottees shall have to be responsible in respect of the space transferred and to pay the said rates and service and maintenance charges for the common facilities in accordance with law.
- 10.5 If any person/buyer fails to pay maintenance charges in respect of his/her/their particular area/apartment, ; in that event he/she/they will have to pay interest as would be mutually determined between the Owners/Promoters and the buyers/allottees of the apartments.
- 10.6 The Owners shall not do any acts, deeds or things whereby the Developer shall be prevented or obstructed from construction and completion of the said building, as per approved plan.
- 10.7 Both the Developer and Owners herein shall enjoy their respective allocations/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-XI: COMMON RESTRICTION

- 11.1 The Owners' allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which restrictions shall include the following:-



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- 11.2 Neither party shall use or permit the use of their respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal, immoral trade or activity and nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 11.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 11.4 Neither party shall transfer or permit to transfer their respective allocations or any portion thereof unless :-
- a. Such party shall have reasonably observed and performed the terms and conditions on their respective part to be observed and/or performed as per this development agreement.
 - b. The proposed transferee(s) shall have given a written undertaking to the effect that such transferee(s) shall remain bound by the terms and conditions hereof and of these presents and further that such transferee(s) shall pay all and whatsoever shall be payable in relation to the area of their respective possession.
- 11.5 Both parties shall abide by all law, bye-laws, rules and regulations 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, violation and/or breach of any of the said laws, bye laws, rules and regulations.
- 11.6 The respective allottees/buyers 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 condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any such breach.
- 11.7 Neither party shall do or cause or permit to be done any act or thing which may render void and violate any insurance of the building or



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any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

- 11.8 No goods or other items shall be kept by either party or by the allottees for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 11.9 Neither party and/or the allottees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- 11.10 Either of the parties shall permit the other's agents with or without workmen and others at all reasonable times to enter into and upon the each party's allocation for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, sewer lines, electrical lines, gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XII: OWNERS' OBLIGATIONS

- 12.1 The Owners doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owners or their agents, servants, representative or impediment to such construction; the Owners will be liable for such losses and damages.
- 12.2 The Owners doth hereby covenant with the 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 allocated portion in the building at the said premises in favour of the intending buyers of apartment(s)/ car parking areas/ garages/in the said building. The Owners further gives undertaking for and on behalf of their agents, servants, representatives for similar acts at their own



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liability and responsibility subject to fulfillment of the Developer's obligation to the Owners as agreed upon herein.

- 12.3 The Owners doth hereby agree and covenant with the Developer not to let out, grant, lease mortgage, and/or charge or part with possession of the said premises or any portion thereof before date of completion of the construction without the consent in writing of the Developer on and from the date of execution of this development Agreement.
- 12.4 The Owners herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building or apartment's therein save and except in case of any confirmed illegal acts and default of the Developer. It is recorded herein that the completion period of the proposed building shall be within **24 (twenty four)** months within grace period of **6(six)** months from the date of sanction of the building plan or from the date of handing over vacant possession of the said premises, whichever is later.
- 12.5 The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreement.
- 12.6 The Owners hereto without being influenced or provoked by anybody do hereby categorically undertake that, as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Owners hereto, the Owners henceforth and for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney, except otherwise mentioned within this agreement and the Developer shall be at liberty to receive any amounts from any Allottee/Allottees in its own name and to appropriate the said amounts and sale proceeds of the apartment(s)/ car parking areas/ garages of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owners hereto. Be it recorded that the money collected by the Developer from the allottee/allottees shall not in any



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way fasten the Owners with any liability nor shall it create any charge upon the said premises or any part thereof.

- 12.7 The Owners shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Owners' Allocation of the saleable area as mentioned in **SCHEDULE-"B" and also** in respect of apartment(s)/ car parking areas/ garages of the intending Allottee/s or buyers who want to purchase and/or buy the same from the Owners out of the Owners' Allocation by availing loan/financial assistance from commercial banks or financial institutions. The Owners shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments to get necessary bank/institutional loans with ease and without much hassles.

ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

- 13.1. The Developer doth hereby agree and covenants with the Owners to complete the construction of the building within **24 (twenty four)** months within grace period of **6(six)** months from the date of sanction of the building plan or from the date of handing over vacant possession of the said premises, whichever is later. Time for the Agreement is essence of the contract.
- 13.2. The Developer hereby agrees and covenants with the Owners not to do any act deed or things whereby the Owners is prevented from enjoying, selling, assigning and/or disposing of any of the Owners' allocations in the building at the said premises.
- 13.3. The Developer doth hereby agree and covenant with the Owners not to transfer and/or assign the rights and benefits of this development agreement in full or any portion thereof to any party or parties without the consent in writing of the Owners. The Developer is liable to hand over the Owners' allocation to the Owners first and then the Developer shall handover possession of its Allocation to the intending allottees/nominees.



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- 13.4. The Developer hereby agrees and covenants with the Owners not to violate or contravenes any of the provisions and rules applicable to the construction of the said proposed building.
- 13.5. The Developer hereby agrees and covenants with the Owners not to part with possession of the Owners' Allocation or any portion thereof to any third party but the Developer may deliver or part with possession of its own allocated portion to any person and can enter into agreement(s) with party or parties for sale of any part of its allocated portion in the building to be erected upon the said premises.
- 13.6. The Developer shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Developer's Allocation of the saleable area as mentioned in **SCHEDULE-"C" and also** in respect of apartment(s)/ commercial spaces/car parking areas/ garages of the intending Allottee/s or buyers, who want to purchase and/or buy the same from the Developer out of the Developer's Allocation by availing loan/financial assistance from commercial banks or financial institutions. The Developer shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/ allottees of the apartments to get necessary bank/institutional loans with ease and without many hassles.
- 13.7. The Developer shall obtain all papers and documents relating to the said premises at its cost and expenses for causing sanction of the building plan from the competent authority. The Owners shall have no liability or responsibility to obtain any documents for causing necessary sanction of the building plan.
- 13.8. The Developer shall not assign this development agreement to any other third party without the prior written approval of the Owners.
- 13.9. The Developer shall take liability to shift the Owners in suitable nearby alternative accommodation at their said premises and the Developer shall pay the rent or license fee to the Owners not



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exceeding Rs.25,000/- per month. The Leave and License Agreement shall be done between the Developer and the Owner of such accommodation and the monthly rent will be directly paid by the Developer to the said owner of such accommodation.

- 13.10. The Developer shall arrange for temporary alternate accommodation of the Owners nearby to the said premises for 24(twenty-four) months or the grace period or till completion of the proposed building and the Developer shall be liable to pay for the monthly rent or license fee to the Owners , till completion of the proposed building and handing over possession of the Owner's allocation more fully defined in "**SCHEDULE B**" of this Agreement
- 13.11. Upon sanction of the building plan, the Developer shall forward to the Owners Party's Copy of all such sanction plan.
- 13.12. In the event of any notice being received and/or legal dispute arising from the Kolkata Municipal Corporation or any statutory body due to deviating the original sanction of the Kolkata Municipal Corporation, the Developer shall keep the Owners forever indemnified and unharmed against such notices or legal action by taking appropriate legal steps including payments of all legal charges, claims and / or all penalty charges arising thereof for all times to come as and from the date of execution of the Development Agreement.
- 13.13. The Owners do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises due to the Owners' fault, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation sorted out. If the Owners unable to handover possession of the said premises within 30 (thirty) days from the date of sanction plan, subject to the Developer making arrangements at his own cost for temporary rehabilitation of the Owners' as mentioned in clause 6.1 herein, the time for completion of the building would be counted from the date of handing over possession of the said premises to the Developer.
- 13.14. The Developer at his own cost and expenses shall do the following:-




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- a) To obtain sanction of the building plan from the Kolkata Municipal Corporation.
- b) To make construction of the building as per sanction of the building plan.

ARTICLE-XIV: OWNERS INDEMNITY

- 14.1. The Owners hereby undertakes that the Developer shall be entitled to the building(s) to be constructed on the said premises and shall enjoy its allocated space without any interference or disturbances by or on the part of the Owners provided the Developer performs and fulfills the terms and conditions herein contained and/or in its part to be observed and performed.


ARTICLE-XV: DEVELOPER'S INDEMNITY

- 15.1. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of accident or omission or commission of the Developer in relation to the construction of the said building and the Developer shall also be fully responsible if the construction fails down due to inferiority of the materials and other latent defects thereto.
- 15.2. The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE-XVI: MISCELLANEOUS

- 16.1. The Owners and the Developer have entered into this development Agreement purely as a contract on basis of this joint venture agreement and under no circumstances this shall be treated as partnership and/or Associations of persons in between the Owners and the Promoters.
- 16.2. Immediately after possession of premises is given by the Owners, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanction building plan.
- 16.3. The Owners and Developer shall not be liable for any Income Tax, Goods and Service Tax, Wealth Tax or any other taxes in respect of





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the each other's allocation and the respective party shall be liable to make payment of the same and keep the other affected party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

- 16.4. The Developer and/or its nominees/assignees and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts hereof and the Owners hereby agree to abide by all the rules and regulations to be framed by any society/ association and/or any other organization which will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations. It is made clear that the allottees/buyers/ Owners of the respective apartment(s)/ and/or car parking areas/ garages of the said building, after the handover of the possession to them by the Developer and Owners; shall maintain the same themselves and/or through an association/society to be formed for such purpose..
- 16.5. As and from the date of completion of the building; the Developer and/or its transferees/buyers/allottees and the Owners and/or their transferees/buyers/allottees shall each be liable to pay and bear the proportionate charges on account of ground rent, wealth taxes, municipal tax, property tax and other taxes and maintenance charges payable in respect of their respective spaces/flats/apartments.
- 16.6. In the proposed building to be constructed by the Promoter, the Developer shall provide the following specifications as more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written in the apartments/flats of the Owners share/allocation and the Developer shall solely be responsible for any defects in the items provided. However; the specifications of the apartments and the materials and facilities to be provided in the apartments/spaces in the promoters share/allocation shall be solely decided by the Developer.

ARTICLE-XVII: FORCE MAJEURE

- 17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative





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obligations are prevented by the existence of the "**Force Majeure**" and accordingly shall be suspended from the obligations during the duration of the "**Force Majeure**".

- 17.2. "**Force Majeure**" shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents, Covid-19 or any other pandemic, which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riots, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labor, any legislation, regulation, ruling or omissions (including delay or failure to grant or get any necessary permissions or sanctions for reasons outside the control of either Party) or for any orders from any authorities/governments/courts.

ARTICLE – XVIII: DEVELOPMENT POWER OF ATTORNEY

- 18.1. The Owners are appointing, nominating and constituting the Attorney herein as their true and lawful Attorney for and on their behalf and in their name, place and stead to **SRI SANDEEP ROY**, son of Sri Bibekananda Roy, by faith-Hindu, by occupation- Business, residing at 30/8, Rajdanga Main Road(East), Narkelbagan, Post Office -EKTP, Police Station-Kasba, Kolkata- 700 107 (formerly Kolkata-700 078) sole proprietor of **M/S. DREAMZ CONSTRUCTIONS**, a sole Proprietorship Firm, having its registered office at "**ROYZ TOWER**", 375 Rajdanga Main Road, Post Office -EKTP, Police Station-Kasba, Kolkata-700 107, to do the following acts, deeds, matters and things in respect of the said premises mentioned in **SCHEDULE "A"** hereunder and that is to say :-



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1. To defend, possess, manage and maintain the said premises and to construct the building upon the land at the said premises as per plan to be sanctioned by Kolkata Municipal Corporation in terms of the Development Agreement.
2. To erect boundary walls in and around of the said premises.
3. To apply for and obtain sanction of the building plan from the Kolkata Municipal Corporation and/or any other authorities and to sign and execute any such papers documents instruments that may be required in this regard.
4. To sign, execute and submit all applications maps plans specification and obtain the same thereof upon sanction in respect of any new plan and/or any modification and/or alterations and/or revised thereafter upon the building plan sanctioned by the Kolkata Municipal Corporation and to sign and execute and submit any plan papers and documents and perform all the formalities and obligations as may be required or necessary from time to time.
5. To pay fees to obtain sanction and other records permission and/or consents from the necessary authorities as be necessary or required for modification, alteration and/or sanction of the plan and/or any utility serving and/or concerning the said premises and also to sign other documents as may be required by the authorities from time to time.
6. To appoint Engineers, Architects and their agent or agents and Sub-Contractors as the said Attorney shall think fit and proper and to make payment of their fees and charges of such Architects, Engineers and their agent or agents and/or sub-contractors, for and on behalf of the Principals.
7. To apply for electricity, water, drainage, sewerage, telephone, lift or of any other utility in the said premises and/or to make alterations in the existing connection and to have disconnected the same and for that to sign answer execute and submit all papers applications documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the attorney.



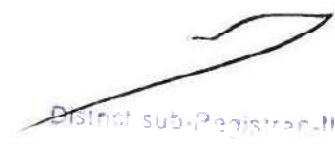
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8. To apply for and to obtain licenses and permissions that may be necessary or be required for the purpose of installation and running of lift, generator for auxiliary power supply or for the purpose of having the drain of the said premises to be disconnected and/or connected to the municipal drain and for all or any of the purposes above mentioned to sign and execute all necessary papers.
9. To make, supervise and carry out construction of the building and/or structures according to the sanctioned building plan to be sanctioned by the competent authority in respect of the said premises as mentioned in Schedule hereunder and to that effect to get signed, pursue and collect on behalf of the Principals all such or relevant applications, drawings, documents and any representations of whatsoever manner or nature that is being sought to be done by the aforesaid department of the competent authority or by other and when necessary as and/or asked for.
10. To appear and represent the Principals before the Kolkata Municipal Corporation, building Tribunal and other authorities concerned regarding any notice received or served upon the Principals in respect of the said premises and to make representations, prefer appeals reviews and revisions and for that to sign and submit all papers appeals applications and papers and to appear and make representation for and on behalf of the Principals before the authorities concerned.
11. To appear and represent the Principals before the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Fire Services Dept. West Bengal, Kolkata Police, West Bengal Police, C.E.S.C, and Airport Authority in connection with the said premises and to sign and execute all the papers and documents wherever necessary.
12. To sign and execute all the papers and documents relating to obtain no objection from KIT, Airport Authority, Fire Brigade, KMDA and Kolkata Police and West Bengal Police.





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13. To sign and execute all paper and documents relating to the said premises Kolkata Municipal Corporation and other authority for mutation, amalgamation, conversation, in the name of the Principals.
14. To sign and execute all papers and documents relating to the said premises for obtaining land ceiling clearance from the Competent Authority.
15. To sign and execute all papers and documents relating to mutation and conversion of the said premises before the B.L. & L.R.O, Government of West Bengal.
16. To appear and represent Principals before any Notary Public, Registrar of Assurances, District Registrar, Sub-Registrar or any other officer or officers having jurisdiction and to present for registration and have registered and performed all deeds, agreements, documents and instruments executed and signed by the said Attorney in any manner concerning the developers allocation of the said premises or any part thereof with undivided share of land and admit execution thereof.
17. To enter into agreement for sale, deed of conveyance, transfer or otherwise in respect of the Developer's allocation mentioned in the Development Agreement together with undivided proportionate share of the land of the said premises at a settled price to be settled by the attorney and to collect money from the intending Purchaser(s) and to grant receipt and acknowledge the payment.
18. To sign and execute any other deeds, documents, Agreements for Sale, Deed of Conveyance or Deed of Sale in respect of the Developer's allocation mentioned in the Development Agreement together with undivided proportionate share of the land of the said premises and to present the same for registration before the registering authority and to admit the execution thereof.
19. To receive money or moneys whether in advance or booking from time to time or at a time from the intending Purchaser or Purchasers in respect of the Developer's Allocation including the tenanted accommodation acquired by the Developer in terms of




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the said Development Agreement and to grant proper receipt and discharge thereof.

20. To deliver khas and vacant possession of the Developer's Allocation acquired by the Developer to the intending Purchaser or Purchasers.
21. To charge by way of equitable mortgage in respect of the Developer's Allocation consisting apartment/ unit/floor/ flats/car parking spaces of the proposed building and to make the Principals free from all encumbrances and liabilities whatsoever.
22. To sign execute and submit all declarations statements applications and affirm affidavits as may be necessary or required from time to time.
23. To commence, prosecute, enforce, defend, answer and oppose all actions and proceedings concerning in any way the said premises or any part thereof including those relating to acquisition and/or requisition in which the Principles are now or may hereafter be interested or concerned and if thought fit and compromise settle refer to arbitration abandon become non-suited submit to judgment in any action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue.
24. To appoint any retainers, solicitors, advocate and other legal agents and to revoke such appointments and others as occasion shall require.
25. To sign affirm and verify plaint, petition, written statements, tabular statements, Review, Revisions, Affidavit, Declarations, Memorandum of Appeal or any other paper or pleadings including applications under Article 226 of the Constitution of India in any suit action or proceedings relating to the said premises or any part thereof.

AND GENERALLY to do all acts and things concerning the powers herein conferred in respect of the said premises which the Owners could have done lawfully under their own hands if present personally. And we the Owners do hereby agree ratify and confirm all acts, deeds



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Alijora, South 24 Parganas

28 JUN 2021

and things whatsoever and the said Attorney shall do and/or cause to do in accordance herewith.

ARTICLE - XIX: PENAL CLAUSE

- 19.1. If the Developer fails and /or neglect to complete the construction of the said building within the time period stipulated herein (Time being considered as the essence of this contract) then the Developer shall be liable to pay Rs.30,000/- per month compensation to Owners till the completion of the said building apart from the rent or license fee for temporary rehabilitation as mentioned in clause 13.9, unless such payment is waived by the Owners.

ARTICLE-XX: JURISDICTION

- 20.1. The Courts (Civil & Criminal) of Kolkata, West Bengal alone shall have the jurisdiction to entertain and determine all actions, suits, disputes and proceedings arising out of this development agreement between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel bastu land measuring 4(four) Cottahs, be the same or a little more or less, whereupon two storied building standing thereon measuring covered area of 1300 Square Feet (on the ground floor 900 Square Feet and on the 1st floor 400 sq. Feet), lying and situated in C.S. Dag No. 11, under C.S. Khatian Nos. 75 & 76 of Mouza-Rajapur, J.L. No.23, R.S. No.14, at and being KMC Premises No.157, Central Park, corresponding to mailing address 9/2, Central Park, Police Station-Jadavpur, Kolkata-700032, within the territorial limits of Kolkata Municipal Corporation in its Ward No. 102, under Assessee No.31-102-05-0157-5, District and Additional District Sub-Registration office at Alipore, District-South 24 Parganas together with all right of easements, facilities and amenities and annexed thereto, which is butted and bounded:-

ON THE NORTH BY : Plot Nos.11/2 and 11/3.

ON THE SOUTH BY : 24 ft wide Road.

ON THE EAST BY : Plot No.9/1.

ON THE WEST BY : Plot No.9/3.




District sub-Registrar (III)

Alindere, South 24 Parganas

20 JUN 2021

THE SCHEDULE "B" ABOVE REFERRED TO
(Owners' Allocation as per clause-1.6 of Article-I)

In lieu of the land of the said premises/property; the Owners will be entitled to get the following constructed/saleable area of the proposed building:-

1. One self contained flat measuring 744 square feet, built up area, on the East-West-South side of the third floor.
2. One self contained flat measuring 744 square feet, built up area, on the East-West-North side of the third floor.
3. One self contained flat measuring 744 square feet, built up area, on the East-West-South side of the fourth floor.
4. One self contained flat measuring 744 square feet, built up area, on the East-West-North side of the fourth floor.
5. 2(two) Nos. covered car parking on the ground floor + 2 uncovered car parking space outside the building.

AND

Together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto. Apart from the constructed area, the Developer shall pay a sum of Rs. 10,00,000/- (Rupees Ten Lac) only to the Owners as refundable security at the time of execution of this Agreement to be refunded on or before taking possession of their "Owner's Allocation" and the owners have acknowledged receipt of the same as per Memorandum of Consideration appended hereunder.

THE SCHEDULE "C" ABOVE REFERRED TO
(Developer's Allocation as per clause-1.7 of Article-I)

Save and except the Owners' allocation and refundable security, mentioned in **SCHEDULE B** herein above, in lieu of making construction of the building at its own costs and expenses ; the Developer will be entitled to get rest of the constructed area (salable) consisting of flat / floor/ unit/ car parking space in the proposed building. together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto.



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District sub-Registrar-11

Alipore, South 24 Parganas

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THE SCHEDULE "D" ABOVE REFERRED TO
(Common Areas/ Portions/ Facilities & Amenities)

1. Common entrance and exits to the said premises and the proposed building.
2. Boundary walls, main gate and other gates of the said premises and of the proposed building.
3. Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any apartment or exclusively for its use).
5. Space underneath the stairs of the ground floor where electric meters or other facilities will be installed or as allocated in the sanction plan
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, fire escapes, fire fighting facilities, guard room and other common facilities and amenities as are created in the building for common use and enjoyment.
7. Installations of central services such as electricity, gas, water and sanitation.
8. Water supply system, water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
9. Such other common parts, areas, equipments, electric & other installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and use of the flats /apartments/ units in common by the allottees/Owners.
10. Lift well with lift, machine room with all concerned accessories.
11. Common bathroom/toilet for common use in the ground floor of the proposed building.
12. All other portions of the real estate project/building necessary or convenient for its maintenance, safety etc and for and in common use.




District sub-Registrar-II

Alipore, South 24 Parganas

28 JUN 2020

THE SCHEDULE "E" ABOVE REFERRED TO
(Common expenses)

On completion of the building; the Owners, the Developer and their nominees including the intending Allottees/Owners/buyers shall regularly and punctually pay their proportionate share of the common expenses as more or less described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing and cleaning and lighting of the common portions/Installations/facilities/ Amenities of the Building including the outer and external walls , gates, open spaces, passage ways, lifts, staircases, rooftops.
- b) The salary of all persons employed for the common purposes and common facilities including that of security personnel, sweepers, electricians, plumbers etc.;
- c) All charges and deposits for supply and delivery of common utilities to the Owners /allottees in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the respective Allottees;
- e) Costs of formation and operating the Association formed for maintenance purpose;
- f) Costs of running, maintenance, repairing and replacement of pumps, lifts and all other common installations and facilities including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation and use of the common services and common areas;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association/society as the case may be and as may be necessary or incidental or liable to be paid by the co-Owners/allottees in common;



District sub-Registrar-II

Alipore, South 24 Parganas

২৪ জুন ২০২১

THE SCHEDULE "F" ABOVE REFERRED TO
WORK SCHEDULE/SPECIFICATION (FOR EACH TENEMENT)

Sl.No.	Item	Description
1	R.C.C. FRAME WORK STRUCTURE	Concrete Mix of M20 Grade
2	BRICK WORK	All exterior brickwork and walls around the lift well shall be 8" thick & all internal walls shall be 3"/5" thick erected in Cement Mortar Ratio of (1: 5) except the staircase interior walls and separating walls between tenements will be 5" thick. Bricks shall be of 1st class grade.
3	FLOOR: SKIRTING DADO	&(a) Vitrified flooring to be laid on all rooms and to skirting 4" high. (b) Kitchen to have marble flooring and ceramic tiles on walls finished up to 7' from cooking top all round the topping (c) Toilets to have marble flooring with dado of ceramic tiles up to height of 7' from the floor level. (d) Roof with roof tiles or equivalent finish.
4	PLASTER	All external plaster shall be 3/4" thick average and all internal plaster shall be of 1/2" thick average of cement mortar ratio being 1:5.
5	DOORS	(a) Main entrance shall have flush door adequately designed with laminate finish on both sides and hung on 3 nos. of steel hinges on Sal wood frame and fitted with a peep hole, one 8" long tower bolt from inside, one handle from outside with godrej




District Sub-Registrar-II

Allore, South 751022 Odisha

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Sl.No.	Item	Description
		or equivalent lock all complete.
6	WINDOWS	<p>(b) All other entrances shall have flush door with laminate finish on both surface and hung on 3 nos. steel hinges on Sal wood frame and fitted with one cylindrical lock and tower bolt.</p> <p>All windows to be of Aluminum frame (anodized and powder coated, colour shall be the discretion of the Developer) fitted with 4 mm glass panels with mild steel grills of 10 mm thick square bars. The toilet glass shall be translucent.</p>
7	PAINTS	The building shall be painted externally with cement based paints and internally with cement based Primer over P.O.P.
8	STAIRCASE ROOM	<p>(a) Space for electric meter & Pumps shall be provided.</p> <p>(b) Stair room shall be provided with light and ventilation.</p> <p>(c) M.S. Grill stair railing (12mm square bar) to be provided with steel hand rail.</p> <p>(d) Flooring of Staircase: Marble flooring to be laid and to skirting 6" high.</p>
9	SANITARY PLUMBING	&All plumbing lines shall be concealed
10	TOILETS	<p>(a) One shower.</p> <p>(b) One No. of Tap with Hot & Cold Mixture.</p> <p>(c) One water closet of white colour</p> <p>(d) One countertop/tabletop washbasin of white colour with taps hot and cold water (One toilet)</p>



District Sub-Registrar-II

Alipore, South 2nd Floor

24 JUN 2022

Sl.No.	Item	Description
11	KITCHEN	<p>(e) Geyser Point. (one toilet)</p> <p>(f) One tap near water closet</p> <p>(a) One steel sink with tap.</p> <p>(b) 2 ft. wide granite stone working top as in layout.</p> <p>(c) 1 tap below sink</p>
12	WATER SUPPLY	<p>(a) Water Reservoir will be provided at the Roof top.</p> <p>(b) Suitable submersible electric pump will be installed at the G.F to deliver water to overhead water reservoir from G.F. water reservoir and separate water supply lines for individual flats are to be provided from the overhead water reservoir.</p>
13	ELECTRICAL	<p>(a) One suitable electrical connection and meter from CESE Ltd. For the entire building. Separate meter for individual flat max. to support 2 nos. ACs)</p> <p>(b) One fan point, Two light points, one foot lamp and one 5/15amp plug point in bed rooms.</p> <p>(c) Three light points, Two fan points, Two 5/15 amp plug points, one foot lamp in the living and dining room.</p> <p>(d) One light point and one exhaust fan point and one 5 amps (water purifier), two 5/15amp points in kitchen.</p> <p>(e) One light point, one exhaust fan point and one 5 amps in each toilet.</p> <p>(f) Concealed T.V. & Telephone lines will be provided at the convenience of purchaser/Owners (Maximum Two Nos.)</p>




District sub-Registrar (I)

Alibori, Odisha 751 014

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Sl.No.	Item	Description
		(g) All electrical lines will be as per existing regulation shall be concealed. (h) MCB/MCCB will be provided adequately depending on the electrical distribution system.
13	ROOF	(i) A.C. Point (2 Nos. Maximum). (a) Suitable water and heat treatment shall be done at the roof slab. (b) A 3'-0" high parapet wall shall be erected as per elevation all round the roof slab. (c) Suitable 4" dia. PVC pipes shall be provided for proper drainage of rain water.
14	COMPOUND	(a) Compound will be paved where required. (b) 5'-0" high boundary wall will be erected all round. (c) One M.S. Grill gate shall be provided. (d) One septic tank of suitable proportion shall be provided. (e) Garage Floor is to be provided with adequate light points.
15	LIFT	5 Passenger Lift of LASER/LES or equivalent make in each building

Specifications

Flooring

- Vitrified (Inside Individual Tenements)
- Green/White Marble (Staircase Block)
- Interlocking pavers block or equivalent (Parking and in ground floor)
- Kota stone or equivalent (other open spaces in ground floor)
- Terrazzo flooring on roof after proper waterproofing treatment.

Plumbing




District sub-Registrar

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28 JUN 2021

- CPVC/UPVC (Supreme for all hot/cold water lines; necessary gauge and thickness)
- P.V.C (Oriplast/Supreme for other lines; necessary gauge and thickness)
- Fittings (Jaquar (Continental Series); Hindware)

Electrical

- Wires (Havells, Finolex ,Poly cab or equivalent of necessary gauge; Copper)
- Switches and Sockets (Crabtree or equivalent; Modular; White colour)

Kitchen

- Granite Topping (Black colour)
- Stainless Steel Sink

Tiles

- 2100 mm dado height; Kajaria, Johnson, Nitco or equivalent)

Doors

- Main Door (Both side laminate finish with Godrej or equivalent lock; peeping hole,)
- Remaining doors (Both side laminate finish with necessary hardware all complete)

Windows

- Aluminium Sliding of Jindal/Indal or equivalent make with 1.5 mm gauge; powder quoted; discretion of colour shall be of developer

Lift

- (L.E.S, Adams or equivalent ; 5 Passenger)

Intercom

- (EPBAX System)

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of :-

WITNESSES :-

1. Gouram Jona
Alipore Judges court
KOL- 27

Rajesh Kumar

Sudhakar

Aravind

2. Binay Kumar Seth
Alipore Judges court
KOL- 27

For Dreamz Constructions

Sandeep
Proprietor

Signature of the **DEVELOPER**

Proprietor

Signature of the **DEVELOPER**



District sub-Registrar (I)

Alipore, South 24 Parganas

28 JUN 2021

26/06/21

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs.10,00,000/- (Rupees Ten Lac) only as refundable security from the above named **DEVELOPER** in terms of the Development Agreement as per memo below :-

Particulars	Amount (Rs.)
By Cheque No.593337 dated 19.04.2021 drawn on Axis Bank, Golpark Branch, Kol-32 in favour of " Rajiv Kumar Mukherjee "	50,000 /-
By Cheque No.944874 dated 28.06.2021 drawn on HDFC Bank, Jadavpur, Kol-32 in favour of " Rajiv Kumar Mukherjee "	2,83,334 /-
By Cheque No.944872 dated 28.06.2021 drawn on HDFC Bank, Jadavpur, Kol-32 in favour of " Sambit Mukherjee "	3,33,333 /-
By Cheque No.944873 dated 28.06.2021 drawn on HDFC Bank, Jadavpur, Kol-32 in favour of " Aroonima Mukherjee "	3,33,333 /-
TOTAL	Rs. 10,00,000/-

(Rupees Ten Lacs) only

WITNESSES:

1. Gautam Jona

2. Binay Kumar Seth

Rajiv Mukherjee
Sambit Mukherjee
Aroonima Mukherjee

Signature of the **OWNERS**

Drafted by and Prepared in my office :-

Subhankar Sarkar
Subhankar Sarkar

Advocate

Enrolment No.WB/205/1997 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 27.




District sub-Registrar

Alipore, South 24 Parganas

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Left Hand					
Right Hand					

NAME:- SRI RAJIV KUMAR MUKHERJEE

Signature : *Rajiv Mukherjee*

Photo



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NAME:- SRI SAMBIT MUKHERJEE

Signature : *Sambit Mukherjee*




District sub-Registrar-II

Alibora, South 24 Parganas

20 JUN 2021



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
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NAME:- MISS AROONIMA MUKHERJEE

Signature :

Photo




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NAME:- SRI SANDEEP ROY

Signature :



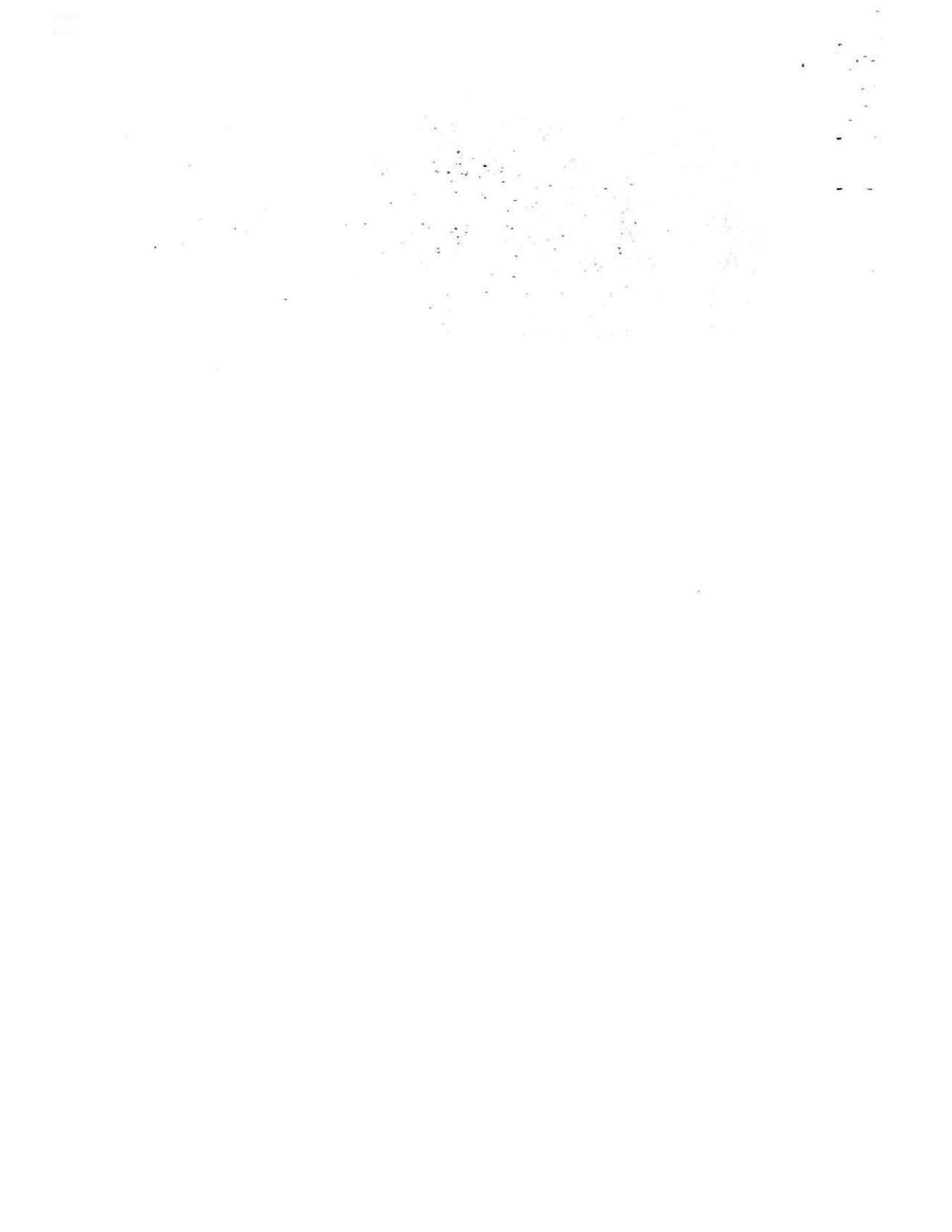

District Sub-Registrar-II

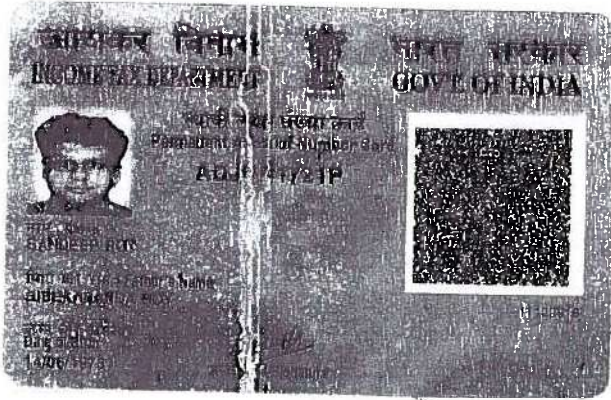
Allipore, South 24 Parganas

28 JUN 2021

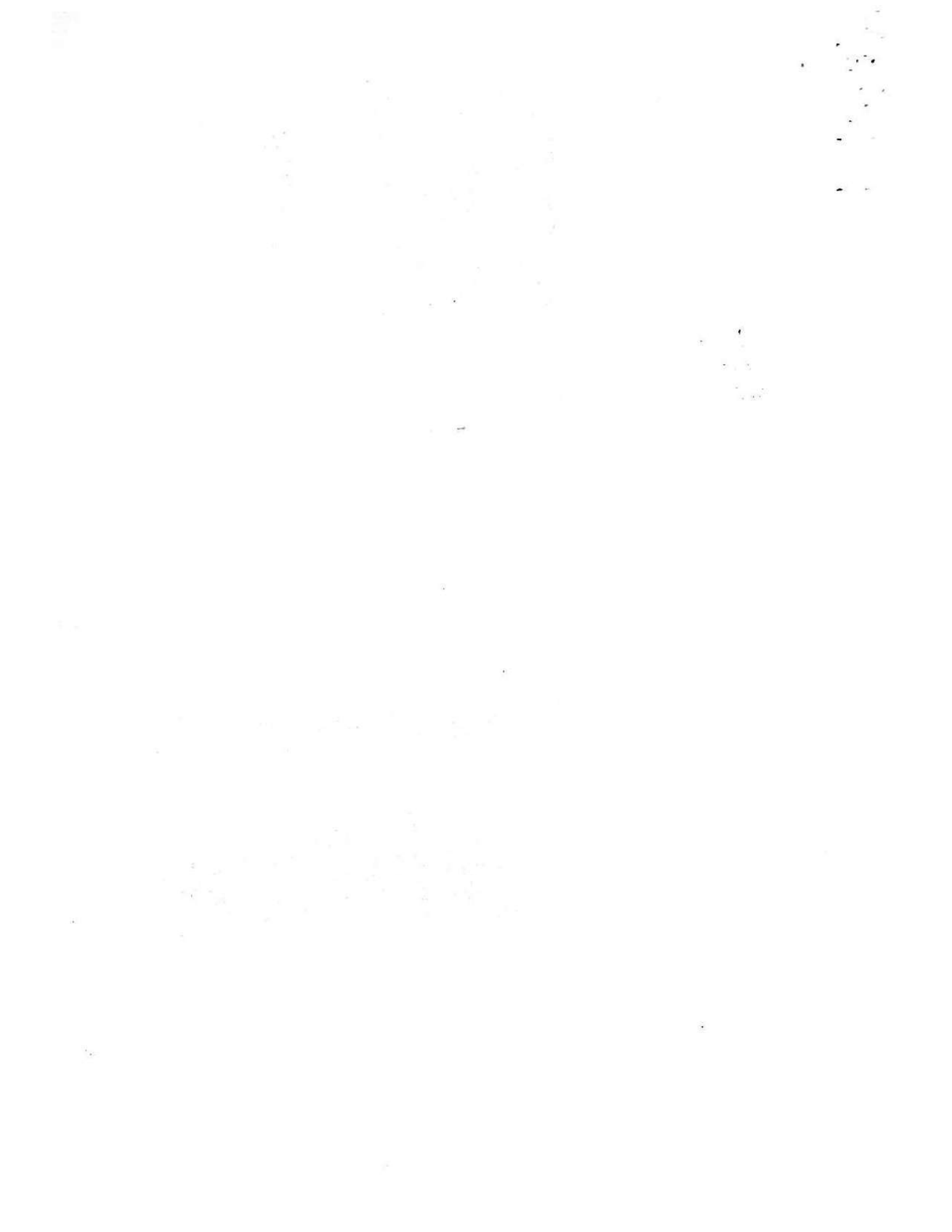


Sandhya





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जायकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

RAJIV KUMAR MUKHERJEE
TAPAN KUMAR MUKHERJEE
18/09/1954
Permanent Account Number
AJIPM8628H

Signature



Rajiv Mukherjee

In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UT/SL,
Plot No. J, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यह कार्ड (1) खोने पर कृपया सूचित करें/ लौटाएं :
आयकर पैन सेवा इकाई, UT/SL,
प्लॉट नं. 11, सेक्टर 11, ए.सी.डी. बेलपुर,
नवी मुंबई - 400 614



ভারত সরকার
Government of India

রাজীব কুমার মুখার্জী
Rajiv Kumar Mukherjee
সংগ্রহিত/ DOB: 18/09/1954
পুরুষ / MALE

6794 0079 8665

আমার আধার, আমার পরিচয়

Rajiv Mukherjee

ভারত সরকার
Unique Identification Authority of India

ঠিকানা:
এস/ও: তপন কুমার মুখার্জী, 9/2,
সেন্ট্রাল পার্ক, জাদবপুর, যাদবপুর
বিশ্ববিদ্যালয়, কোলকাতা,
পশ্চিম বঙ্গ - 700032

Address:
S/O: Tapan Kumar Mukherjee,
9/2, CENTRAL PARK,
JADAVPUR, Jadavpur University,
Kolkata,
West Bengal - 700032

6794 0079 8665

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help@uidai.gov.in

www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SAMBIT MUKHERJEE

RAJIV KUMAR MUKHERJEE

19/11/1986

Permanent Account Number

ATOPM7378L


Signature



06/04/2012

Sambit Mukherjee

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :

आयकर वैन सेवा इकाई, एन एस डी एल

तीसरी मंजिल, सफायर चेंबरस,

बानेर टेलिफोन एक्सचेंज के नजदीक,

बानेर, पुणे - 411 045

If this card is lost / someone's lost card is found,
please inform / return to :

Income Tax PAN Services Unit, NSDL

3rd Floor, Sapphire Chambers,

Near Baner Telephone Exchange,

Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax 91 20-2721 8081

e-mail: tininfo@nsdl.co.in

Sambit Mukherjee

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ভারত সরকার
Government of India



সম্বিত মুখার্জী
Sambit Mukherjee
পিতা : রাজীব কুমার মুখার্জী
Father : Rajib Kumar Mukherjee

জন্মতারিখ / DOB: 19/11/1996

প্লেস / Male

4148 8934 8783



আমার আধার, আমার পরিচয়

Sambit Mukherjee



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকারক
Unique Identification Authority of India

ঠিকানা: এম/১১: রাজীব কুমার
মুখার্জী, ৯/২: সেন্ট্রাল পার্ক
কামানতীর ৫১৫ ডি.এ.সি. অফিস
বিক্রেতা, শালবাগ, বিশিষ্ট দাঙ্গা,
কোলাকাতা, স্যারসেন্ডা ইউনিভার্সিটি,
বন্দোবস্ত, ৭০০০৩২

Address: S/O. Rajib Kumar
Mukherjee, 9/2, CENTRAL
PARK, NEAR BAGHAJATIN
H.D.F.C BANK, Jadavpur
University, Kolkata, Jadavpur
University, West Bengal, 700032

4148 8934 8783



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ne@uidai.gov.in





www.uidai.gov.in

Sambit Mukherjee

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 ভারত সরকার
 Government of India


 অরুণিমা মুখার্জী
 Aronima Mukherjee
 জন্মতারিখ/DOB: 22/12/1992
 মহিল/ FEMALE



8220 3728 7419
 VID: 0131 2776 3400 8713

আমার আধার, আমার পরিচয়

Aronima Mukherjee


 ভারতীয় যিপিডি পরিচয় প্রাধিকারক
 Unique Identification Authority of India

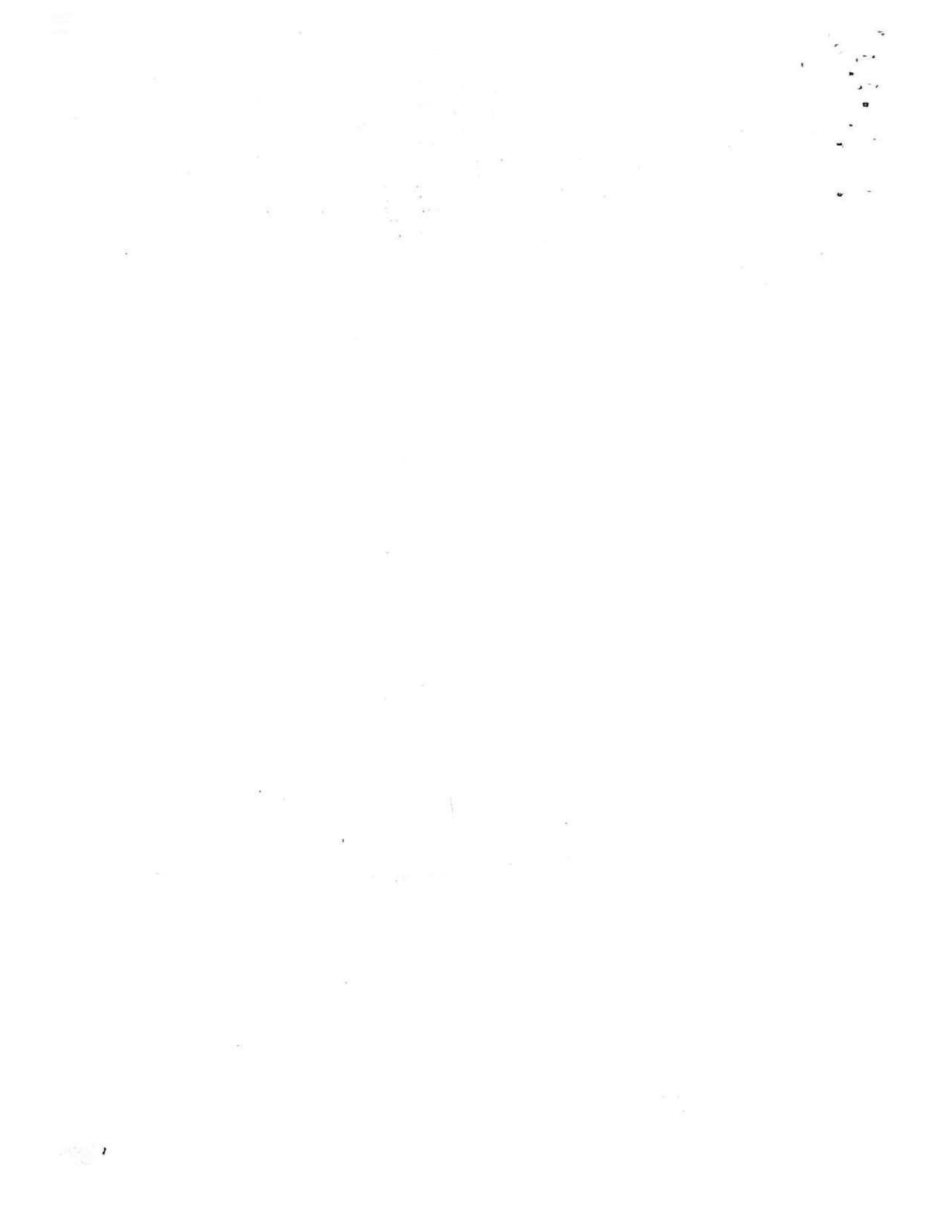
ঠিকানা:
 ডি/ও: রাজীব কুমার মুখার্জী, 9/2, সেন্ট্রাল পার্ক
 জাদবপুর, এইচ ডি এল সি বাল্ক এর বিকটে, জাদবপুর
 বিশ্ববিদ্যালয়, কলকাতা,
 পশ্চিম বঙ্গ - 700032

Address:
 D/O: Rajiv Kumar Mukherjee, 9/2, CENTRAL
 PARK, JADAVPUR, NEAR HDFC BANK,
 Jadavpur University, Kolkata,
 West Bengal - 700032



8220 3728 7419
 VID: 0131 2776 3400 8713





आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

AROONIMA MUKHERJEE

RAJIV KUMAR MUKHERJEE

22/12/1992
Permanent Account Number
BTWPM2160D

Aroonima Mukherjee
Signature



04-042012

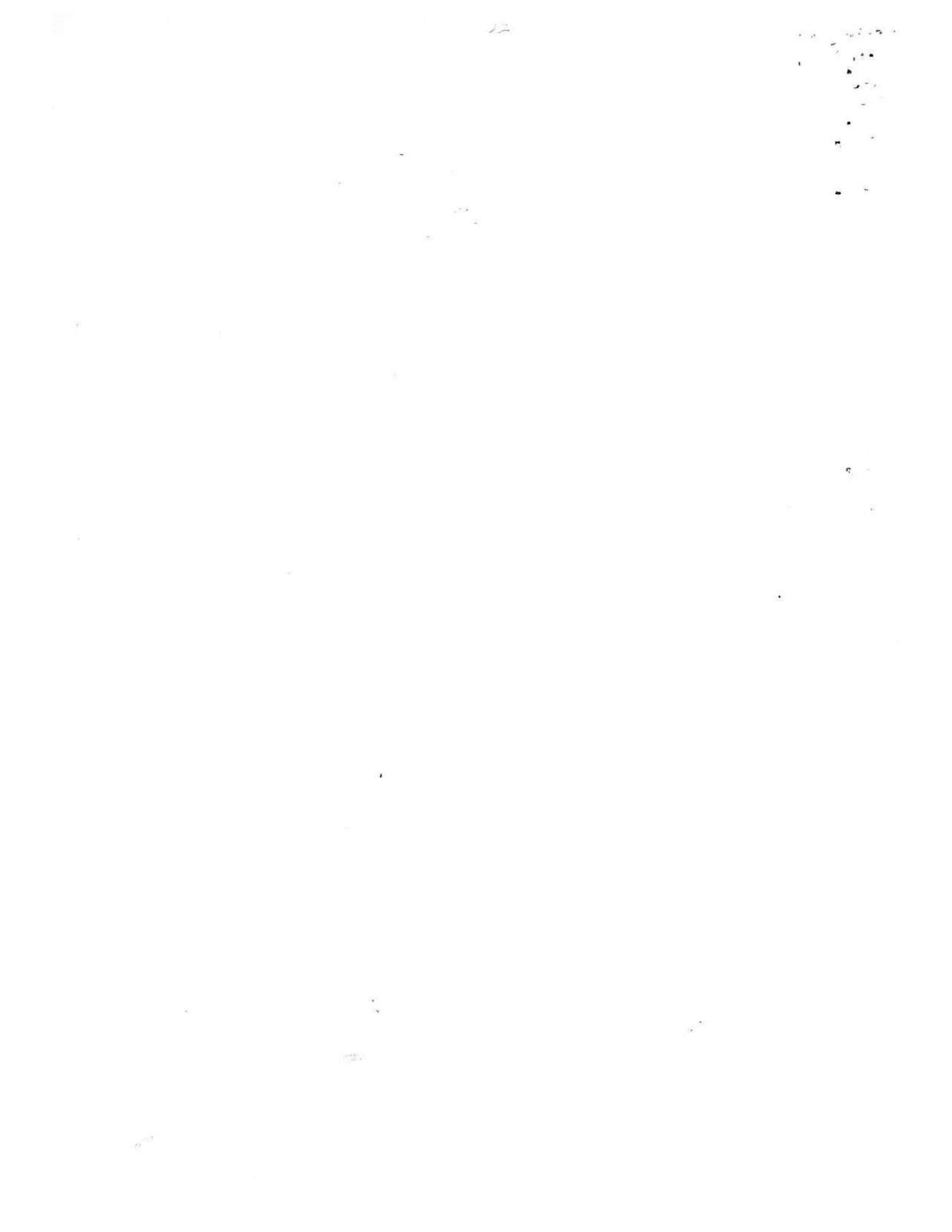
Aroonima Mukherjee

इस कार्ड के खोने / चोरी पर दृष्टांत सूचित करें / सूचित करें :
आयकर देन सेवा इकाई, एन एस डी एल
तीसरी मंजिल, सफायर चैंबर,
बानेर टेलिफोन एक्सचेंज के नजदीक
बानेर, पुना - 411 045.

If this card is lost / someone's lost card is found,
please inform / return to

Income Tax PAT, Sapphire Club, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-27218080, Fax: 91-20-27218081
e-mail: info@nsdl.co.in





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

GRN Details

GRN: 192021220020062701 Payment Mode: Online Payment
GRN Date: 24/06/2021 19:26:28 Bank/Gateway: State Bank of India
BRN : CKQ7035346 BRN Date: 24/06/2021 19:06:15
Payment Status: Successful Payment Ref. No: 2001023133/3/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: SANDEEP ROY
Address: ROYZ TOWER 375
Mobile: 9830060736
EMAIL: sandeep@royz.org
Contact No: 9830060736
Depositor Status: Others
Query No: 2001023133
Applicant's Name: Mr Subhankar Sarkar
Identification No: 2001023133/3/2021
Remarks: Sale, Development Agreement or Construction agreement Payment No 3

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001023133/3/2021	Property Registration- Stamp duty	0030-02-103-003-02	20071
2	2001023133/3/2021	Property Registration- Registration Fees	0030-03-104-001-16	10028
Total				30099

IN WORDS: THIRTY THOUSAND NINETY NINE ONLY.



Major Information of the Deed

Deed No :	I-1602-04799/2021	Date of Registration	28/06/2021
Query No / Year	1602-2001023133/2021	Office where deed is registered	
Query Date	23/06/2021 6:57:25 PM	1602-2001023133/2021	
Applicant Name, Address & Other Details	Subhankar Sarkar Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8910647900, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,31,34,998/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,171/- (Article:48(g))	Rs. 10,060/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Central Park, , Premises No: 157, , Ward No: 102 Pin Code : 700032



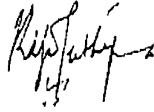


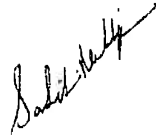


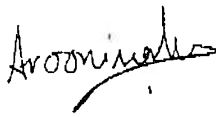
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha		1,21,59,998/-	Width of Approach Road: 24 Ft.,
Grand Total :				6.6Dec	0 /-	121,59,998 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1300 Sq Ft.	0/-	9,75,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 400 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		1300 sq ft	0 /-	9,75,000 /-	



Land Lord Details :



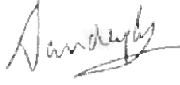
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr RAJIV KUMAR MUKHERJEE Son of Late Tapan Kumar Mukherjee Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office			
		28/06/2021	LTI 28/06/2021	28/06/2021
9/2, Central Park,, City:- , P.O:- Jadavpur, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AJxxxxxx8H, Aadhaar No: 67xxxxxxxx8665, Status :Individual, Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office				
2	Name Mr SAMBIT MUKHERJEE Son of Mr Rajiv Kumar Mukherjee Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office			
		28/06/2021	LTI 28/06/2021	28/06/2021
9/2, Central Park,, City:- , P.O:- Jadavpur, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: ATxxxxxx8L, Aadhaar No: 41xxxxxxxx8783, Status :Individual, Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office				
3	Name Miss AROONIMA MUKHERJEE Daughter of Mr Rajiv Kumar Mukherjee Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office			
		28/06/2021	LTI 28/06/2021	28/06/2021
9/2, Central Park,, City:- , P.O:- Jadavpur, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: BTxxxxxx0D, Aadhaar No: 82xxxxxxxx7419, Status :Individual, Executed by: Self, Date of Execution: 28/06/2021 , Admitted by: Self, Date of Admission: 28/06/2021 ,Place : Office				





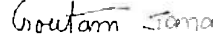
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DREAMZ CONSTRUCTIONS 375 Rajdanga Main Road,, City:- , P.O:- EKTP, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: ADxxxxxx1P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

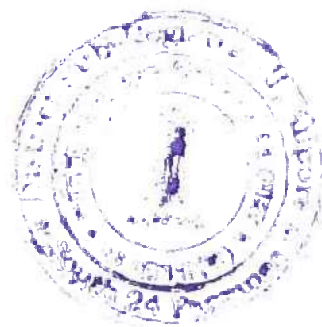
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SANDEEP ROY (Presentant) Son of Mr Bibekananda Roy Date of Execution - 28/06/2021, , Admitted by: Self, Date of Admission: 28/06/2021, Place of Admission of Execution: Office			
		Jun 28 2021 12:10PM	LTI 28/08/2021	28/06/2021
	375 Rajdanga Main Road,, City:- , P.O:- EKTP, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx1P, Aadhaar No: 73xxxxxxxx2378 Status : Representative, Representative of : DREAMZ CONSTRUCTIONS (as Proprietor)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Goutam Jana Son of Mr Mahitosh Jana Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	28/06/2021	28/06/2021	28/06/2021
Identifier Of Mr RAJIV KUMAR MUKHERJEE, Mr SAMBIT MUKHERJEE, Miss AROONIMA MUKHERJEE, Mr SANDEEP ROY			

100



Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr RAJIV KUMAR MUKHERJEE	DREAMZ CONSTRUCTIONS-2.2 Dec
2	Mr SAMBIT MUKHERJEE	DREAMZ CONSTRUCTIONS-2.2 Dec
3	Miss AROONIMA MUKHERJEE	DREAMZ CONSTRUCTIONS-2.2 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr RAJIV KUMAR MUKHERJEE	DREAMZ CONSTRUCTIONS-433.33333300 Sq Ft
2	Mr SAMBIT MUKHERJEE	DREAMZ CONSTRUCTIONS-433.33333300 Sq Ft
3	Miss AROONIMA MUKHERJEE	DREAMZ CONSTRUCTIONS-433.33333300 Sq Ft



Endorsement For Deed Number : I - 160204799 / 2021

On 28-06-2021

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

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

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

Presented for registration at 12:06 hrs on 28-06-2021, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Mr SANDEEP ROY ,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,31,34,998/-

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

Execution is admitted on 28/06/2021 by 1. Mr RAJIV KUMAR MUKHERJEE, Son of Late Tapan Kumar Mukherjee, 9/2, Central Park,, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Retired Person, 2. Mr SAMBIT MUKHERJEE, Son of Mr Rajiv Kumar Mukherjee, 9/2, Central Park,, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Professionals, 3. Miss AROONIMA MUKHERJEE, Daughter of Mr Rajiv Kumar Mukherjee, 9/2, Central Park,, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Student

Indetified by Mr Goutam Jana, , , Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 28-06-2021 by Mr SANDEEP ROY, Proprietor, DREAMZ CONSTRUCTIONS (Sole Proprietorship), 375 Rajdanga Main Road,, City:- , P.O:- EKTP, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Indetified by Mr Goutam Jana, , , Son of Mr Mahitosh Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,060/- (B = Rs 10,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 10,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/06/2021 7:28PM with Govt. Ref. No: 192021220020062701 on 24-06-2021, Amount Rs: 10,028/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKQ7035346 on 24-06-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Stamp

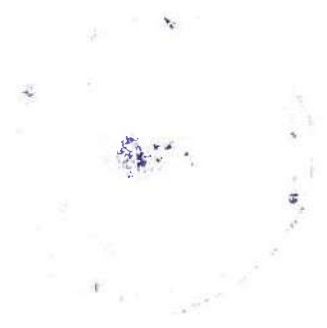
1. Stamp: Type: Impressed, Serial no 285684, Amount: Rs.100/-, Date of Purchase: 06/05/2021, Vendor name: Tamal Dutta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/06/2021 7:28PM with Govt. Ref. No: 192021220020062701 on 24-06-2021, Amount Rs: 20,071/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKQ7035346 on 24-06-2021, Head of Account 0030-02-103-003-02

Samar Kumar Pramanick

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



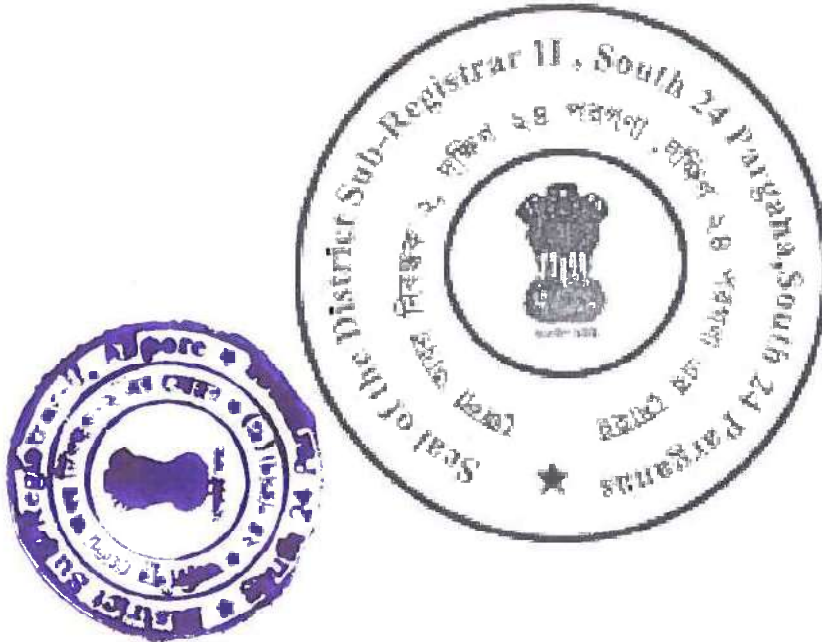


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2021, Page from 205504 to 205563

being No 160204799 for the year 2021.



Samar Kumar Pramanick

Digitally signed by Samar kumar
pramanick
Date: 2021.06.30 12:57:08 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2021/06/30 12:57:08 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)