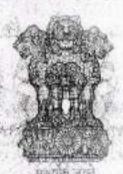
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# DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER POWER OF

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER POWER OF ATTORNEY is made this the 19th day of August Two Thousand and Twenty one (2021)

BETWEEN

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(1) SMT. SIKHA MONDAL, (PAN No.BIJPM3950K), (Aadhaar No.7679 1489 5432), \*wife of Sri Gopal Mondal, resident of Kamrabad Mandirtala, P.O.and P.S. Sonarpur, Kolkata - 700 150, District South 24 Parganas, (2) SMT. REKHA SARDAR, (PAN No.INJPS7921E), (Aadhaar No.3604 9331 2611), wife of Sri Manik Lal Sardar, resident of Village - Tegachi, P.O. South Garia, P.S. Baruipur, District South 24 Parganas No. 1 and 2 both by Occupation : Housewife, (3) SRI SWAPAN KUMAR MONDAL, (PAN No.AXMPM3375P), (Aadhaar No.5752 9621 6512), son of Late Khagendra Nath Mondal, (4) SRI ASHIM KUMAR MONDAL, (PAN No.AZOPM2002P), (Aadhaar No.6760 2648 7818), both 3 & 4 by faith - Hindu and by Occupation : Business, and (5) SRI MALAY KUMAR MONDAL, (PAN No.AJCPM4740L), (Aadhaar No.3068 2953 2913), by Occupation - Service, 3 to 5 all sons of Late Khagendra Nath Mondal, residing at 9, Broja Mohan Mondal Road, P.O. Santoshpur, P.S. Purba Jadavpur now Survey Park, Kolkata - 700 075, in the District of South 24 Parganas, hereinafter jointly called and referred to as the OWNERS/FIRST PARTY (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, legal representatives, administrators and assigns) of the FIRST PART

#### AND

"RD SRIJONI CON", a Partnership Firm, (PAN No.ABDFR5236P), having its Office at 10, Second Street, Modern Park (Premises No. 289, Modern Park), Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 700 075, District - South 24-Parganas, being represented by its Partners namely (1) SMT. DIPTI DAS, (PAN - AJBPD5329H), (Aadhaar No. 4095 4915 2475) wife of Sri Ajan Kanti Das, by faith- Hindu, by Occupation- Business, by Nationality-Indian, residing at 10, Second Street, Modern Park, Post Office- Santoshpur, Police Station-Survey Park, Kolkata - 700 075, District - South 24-Parganas, (2) SMT. PIYALI ROY, (PAN - AJHPR5402M), (Aadhaar No. 3310 8900 8754) wife of Sri Abhijit Roy, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 47/C, Janata Road, New Santoshpur, Post Office- Santoshpur, Police Station- Survey Park, Kolkata - 700075, District South 24 Parganas, hereinafter called and the "DEVELOPER/ SECOND PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors and successors-in-interest) of the SECOND PART.

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WHEREAS the SCHEDULE-A mentioned property along with others property is originally belongs to one Kamal Mondal, who died more than 100 years ago, leaving behind him surviving his wife namely Jhati Bala Mondal, now deceased and only son name Broja Mohan Mondal, now deceased, as his only legal heirs and successors. Under the Law then prevailing Broja Mohan alone inherited the entire property left by Kamal Mondal and Jhati Bala Mondal did not inherit the properties of Kamal Mondal as she was not legally the heir of Kamal Mondal under the Law at the time of his death and the said Broja Mohan Mondal had two Sons namely Harihar Mondal (predeceased) and Harekrishna, now deceased and only Daughter namely Sailabala Mondal, now deceased and at the time of death of said Harihar Mondal, he left behind his Widow namely Durga Moni Mondal, now deceased and two sons namely Khagendra Nath Mondal & Radhagobinda Mondal, both are now deceased, they inherited, undivided half share therein out of the said property left by said Kamal Mondal and the said Harekrishna Mondal, died intestate leaving behind him surviving his only Son namely Patit Paban Mondal, now deceased and only Daughter namely Katyani Mondal now deceased as his only legal heirs, who inherited half share out of total property of said Kamal Mondal.

AND WHEREAS during joint enjoyment the said property, the dispute arose in between the legal heirs of Harihar Mondal and the said Harekrishna Mondal, now deceased and since then they have decided to amicably partition their respective share and for mutual separation they have instituted a Partition Suit before Mr. R.N. Mukherjee, the Learned Sub Judge of 3rd subordinate Judge at Alipore, vide Title Suit No. 58 of 2965 and after final judgment of the said Learned Court, a Commissioner has been sent for division and/or partition the said suit property.

AND WHEREAS said Sri Khagendra Nath Mondal, now deceased, son of Late Harihar Mondal, deceased father of the FIRST PART herein, during his life time became the absolute owner and occupier of ALL THAT piece and parcel of Land measuring 8 (Eight) Cottahs 14 (Fourteen) Chittacks 26 (Twenty Six) Sq. Ft. be the same a little more or less together with a two Storied and an Asbestos Shed on the roof the building standing thereon, situated and lying at Mouza-Rajapur, J.L No.23, R.S. No. 14, Collectorate Touzi No. 109, comprised in C.S. Dag No. 620, R.S. Dag No. 686, under C.S. & R.S. Khatian No. 122.



previously within the limits of Jadavpur Municipality and at present within the limits of The Kolkata Municipal Corporation (formerly known as The Calcutta Municipal Corporation) known as Premises No.195, Rajapur East, Ward No. 103, vide Assessee No. 31-103-3 7-0195-4, being its Postal Address known as 9, Broja Mohan Mondal Road, East Rajapur, P.O. Santoshpur, P.S. Purba Jadavpur now Survey Park, Kolkata-700075, in the District of South 24-Parganas is more fully mentioned and described in the SCHEDULE-A hereunder. The legal heirs of the said Mondal family instituted a Title Suit/ Partition Suit, vide No. 58 of 1965 before the Leaned 3rd Sub Judge at Allipore, and lastly it was settled by the Learned Commissioner and accordingly said Khagendra Nath Mondal, was seized and possessed of the SCHEDULE - A property without any disturbances or claim from any corner.

AND WHEREAS the aforesaid property of said Sri Khagendra Nath Mondal, now deceased, duly mutated in the Assessment Records of formerly Jadavpur Municipality then the Calcutta Municipal Corporation now The Kolkata Municipal Corporation and Since then said property known and numbered as K.M.C. Premises No. 195, Rajapur East, Ward No. 103, Kolkata and all the names of the present OWNERS have not yet been recorded in the record of K.M.C..

AND WHEREAS during enjoyment the said property, said Khagendra Nath Mondal died intestate on 15"" day of August, 1986, leaving behind him surviving his wife namely SMT. PROMILA BALA MONDAL, since deceased two married daughters namely SMT SIKHA MONDAL, wife of Sri Gopal Mondal SMT. REKHA SARDAR, wife of Sri Manik Lal Sardar and three Sons namely SRI SWAPAN KUMAR MONDAL, SRI ASHIM KUMAR MONDAL & SRI MALAY KUMAR MONDAL, the parties of the FIRST PART herein, as his only legal heirs and successors and they inherited the aforesaid property left by said Khagenara Nath Mondal as per Hindu Succession Act, 1956.

AND WHEREAS said Promila Bala Mondal died intestate on 30.11.2019 leaving behind his two married daughters and three sons namely (1) SMT. SIKHA MONDAL, (2) SMT. REKHA SARDAR, (3) SRI SWAPAN KUMAR MONDAL, (4) SRI ASHIM KUMAR MONDAL, (5) SRI MALAY KUMAR MONDAL, who have jointly inherited

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the said property as per Hindu Succession Act, 1956 each having undivided one fifth share of the total property as described in the SCHEDULE - A below.

AND WHEREAS in the aforesaid manner, the LAND OWNERS are become the absolute joint Owners and Occupiers of ALL THAT said piece and parcel of Bastu Land measuring 8 (Eight) Cottahs 14 (Fourteen) Chittacks 26 (Twenty Six) Sq. Ft. be the same a little more or less together with an old two storied building and an Asbestos Shed standing on the roof of the building situated and lying at Mouza-Rajapur, J.L. No.23, R.S. No. 14 Collectorate Touzi No. 109, comprised in C.S. Dag No. 620, R.S. Dag No. 686, under C.S. & R.S. Khatian No. 122, previously within the limits of Jadavpur Municipality and at present within the limits of The Kolkata Municipal Corporation, known as Premises No. 195, Rajapur East, Ward No. 103, vide Assessee No. 31-103-37-0195-4, being its Postal Address known as 9, Broja Mohan Mondal Road, East Rajapur, P.O. Santoshpur, P.S. Purba Jadavpur now Survey Park, Kolkata-700 075, in the District of South 24-Parganas, which is more fully mentioned and described in the SCHEDULE-A hereunder written, by virtue of Inheritance.

AND WHEREAS aforesaid LAND OWNERS herein decided to develop the said Property by constructing a Multi Storied Building (Ground plus four storied) for better enjoyment the better residential accommodation, but due to paucity of Funds and lack of knowledge and experience, they could not materialize their said intention and as such they searched a Competent Person/ Developer, who had enough Technical knowledge and experience in Development Works and have sufficient funds. And accordingly the OWNERS entered into a registered Development Agreement dated 18.08.2015, registered in the Office of District Sub-Registrar – III, Alipore and entered into Book No. I, Volume No. 1603-2015, Pages No. 62742 to 62794, Deed No. 5739 for the year 2015 with a Developer namely M/S Design-O-Execution, a proprietorship firm having its Office at 485, East Balia, Garia Station Road, P.S. Sonarpur, Kolkata – 700 084 represented by its sole proprietress Smt. Shila Mondal, wife of Sri Bhaskar Mondal of 26A, Lake Terrace, P.S. Survey Park, Kolkata – 700 075 with certain terms and conditions as mentioned therein and the LAND OWNERS have also empowered the said DEVELOPER to do the project by a registered Development Power of Attorney dated 18.08.2015, registered at the same Office of D.S.R. III Alipore and

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entered into Book No. I, Volume No. 1603-2015, Pages No. 66657 to 66690, Deed No. 5833 for the year 2015. But the said Developer could not do any thing regarding the Development work and project and so by virtue of a registered Cancellation Deed of Development Agreement dated 19.08.2021 the said Agreement has been cancelled and registered in the Office of D.S.R. III, at Alipore and entered into Book No. I, Deed No. 06389 for the year 2021. The said Development Power of Attorney dated 20.08.2015 has also been cancelled on 19.08.2021 by a Cancellation of Power of Attorney by a registered Deed, registered in the office of D.S.R.III, at Alipore, and entered into Book No. IV, Deed No. 00175 for the year 2021. Thus the previous Developer M/S Design-O-Execution relinquished her all right title and interest in the property of the present LAND OWNERS; so now the entire SCHEDULE – A property is a freehold one and the LAND OWNERS again searched a new Developer to do the project in their said property.

AND WHEREAS "RD SRIJONI CON", (hereinafter referred to as the Said DEVELOPER) talked with the LAND OWNERS to do the project in the SCHEDULE – A property and both the Developer and the OWNERS discussed among themselves and the OWNERS agreed to develop their property through DEVELOPER herein with certain terms and conditions as hereinafter appearing.

AND WHEREAS thus the present OWNERS herein become the absolute joint Owners/possessors of All That the said plot of 'Bastu' land measuring an area of 8 (Eight) Cottahs 14 (Fourteen) Chittack 26 (Twenty Six) Sq.ft. more or less together with an old two storied residential building measuring an area of 1000 (One Thousand) Sq.ft. in each Floor and one asbestos shed on the roof of the building standing thereon, measuring an area of 350 (Three hundred and Fifty) Sq.ft. situated in Mouza – Rajapur, J.L. No. 23, Touzi No. 109, R.S. No. 14, comprising in R.S. Dag No. 686, C.S. Dag No. 620, under C.S. and R.S. Khatian No. 122, within the limits of The Kolkata Municipal Corporation Ward No. 104, known as K.M.C. Premises No. 195, Rajapur East, Assesses No. 31-103-37-0195-4, Ward No. 103 and also known as to Postal Address 9, Broja Mohan Mondal, Post Office – Santoshpur, Police Station – Survey Park, Kolkata – 700 075, District – South 24-Parganas as described in the SCHEDULE – A below.

AND WHEREAS the present OWNERS now decided to develop the SCHEDULE -

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'A' mentioned property by constructing a Ground plus four storied building with lift facility, comprising of a number of residential Flats Car Parking Space etc. on the different floors, but due to paucity of fund, lack of technical knowledge, experience in the field of construction, have now decided to do the same by appointing the aforesaid DEVELOPER, who is financially and technically sound to construct the said proposed building upon the aforesaid property as per the sanction building plan to be sanctioned from The Kolkata Municipal Corporation after demolishing the old existing two storied old building and an asbestos shed.

AND WHEREAS the DEVELOPER herein, coming to know the facts of such desire of the OWNERS herein, has made a proposal in relation to the aforesaid development of the said property before the OWNERS. The OWNERS after necessary investigation and thorough understanding with the said DEVELOPER herein, have agreed to develop the said premises by the DEVELOPER. Both the Parties hereto have mutually analysed, discussed, agreed and now the DEVELOPER and OWNERS desire to enter into this registered Development Agreement alongwith Power of Attorney for the construction of a new ground plus four storied building with Lift facility upon the aforesaid property as per the sanction building plan under certain terms and conditions which has been decided by and between the Parties herein, without involving the OWNERS in the matter of the hazards of construction. Refer Annexure — X is the Specification of Building Construction i.e. work Schedule.

AND WHEREAS the said DEVELOPER i.e. the party of the SECOND PART herein has agreed to make the construction of the proposed Ground plus four storied building in flat systems for residential and other purposes as 50%: 50% ratio in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc. after giving the OWNERS, the Owners' Allocation and according the DEVELOPER has declared that the OWNERS shall jointly get 8 Nos. of Flats i.e. the 50% of sanction Flat area to be situated on First Floor, Second Floor, Third Floor and Fourth Floor Flat portion (except Ground Floor) of the proposed ground plus four storied building with lift facility and each floor (except Ground Floor) of the said building shall consist of four flats as UNIT-A 3BHK Flat in North-West side of the building, UNIT-B 3BHK Flat in North-East side of the building, UNIT-C 2BHK Flat in South-East side of the building and UNIT-D 2BHK Flat in South-West side of the proposed ground plus four storied building as per sanction building plan and accordingly the OWNERS shall jointly get UNIT-A 3BHK Flat From

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Second Floor, Third Floor and Fourth Floor of the building as per sanction building plan and UNIT-C 2BHK Flat from First Floor, Third Floor and Fourth Floor of the building as per sanction building plan and UNIT-D 2BHK Flat form First Floor and Third Floor of the proposed building as per sanction building plan. Save and except the Stair Room, Lift Room, Care-taker's Room, Pump Room, Meter space, 50% of the rest of the area on ground floor including the area of three Nos. of Shop Rooms each having built up area of 100 (Oac hundred) Sq.ft. shall be obtained by the LAND OWNERS jointly as the as three Nos. of Shop Rooms and Car Parking Space of the proposed building on Ground Floor. Rest 50% percent of the ground floor including one 2BHK Flat and rest Car Parking area on ground floor shall be obtained by the DEVELOPER. Besides the OWNERS shall jointly get the non refundable sum of Rs. 42,00,000 (Rupees Forty Two Lac) only from the DEVELOPER by two separate installments:

- a) Rs. 8,00,000 (Rupees Eight Lac only) at the time of execution of this agreement;
- Balance Rs. 34,00,000 (Rupees Thirty Four Lac only) at the time of handing over OWNERS' ALLOCATION.

During construction of the new building, the DEVELOPER shall have to give the three Nos. of rented 2BHK Flats to the OWNERS for their temporary accommodation and such rent shall be paid by the DEVELOPER till the handing over of the aforesaid Owners' Allocated Flats and Shop Rooms and Car Parking as aforesaid and the existing premises and building shall be handed over to the DEVELOPER by the OWNERS for the proposed construction strictly on and within one month from the date of sanctioning the building plan and the DEVELOPER then at its cost, shall demolish the old building standing in the premises for the new construction thereon and the DEVELOPER shall enjoy entire sale proceeds of the said demolished building materials. The OWNERS shall enjoy the proportionate share of the total land as described in the SCHEDULE-A above and also right to enjoy the common portions and common rights of the building as mentioned in the SCHEDULE-C below. This is called the OWNERS' ALLOCATION as mentioned in the SCHEDULE "B" herein below.

AND WHEREAS the Party of the SECOND PART i.e. DEVELOPER herein shall get the rest construction of the proposed Ground plus four storied building. The DEVELOPER shall get 8 Nos. of Flats i.e. the 50% of sanction flat area to be situated on the First Floor,

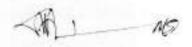
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Second Floor, Third Floor and Fourth Floor Flat portion (except Ground Floor) of the proposed Ground plus four storied building with lift facility and each floor (except ground floor) of the said building shall consist of four flats as UNIT-A 3BHK Flat in North-West side of the building, UNIT-B 3BHK Flat in North-East side of the building, UNIT-C 2BHK Flat in South-East side of the building and UNIT-D 2BHK Flat in South-West side of the proposed ground plus four storied building as per sanctioned building plan and accordingly the DEVELOPER shall get the rest flats (excluding OWNERS' ALLOCATED FLATS) i.e. UNIT-A 3BHK Flat from First Floor as per sanction building plan, UNIT-B 3BHK Flat from First Floor, Second Floor, Third Floor and Fourth Floor of the proposed building as per sanction plan and UNIT-C 2BHK Flat from Second Floor of the building as per sanction plan and UNIT-D 2BHK Flat from Second Floor and Fourth Floor of the proposed building as per sanction plan of the building to be erected by the DEVELOPER as its cost. Save and except the Stair Room, Lift Room, Care-taker's Room, Pump Room, Meter Space, 50% percent of the ground floor area excluding the owners' portion (i.e. three Nos. of Shop and Car Parking as aforesaid on Ground Floor) one 2BHK Flat and rest Car Parking area shall be obtained by thy DEVELOPER. The DEVELOPER shall also enjoy the undivided proportionate share of land and also enjoy all common portions and rights of the building as mentioned in SCHEDULE-A and SCHEDULE-C above respectively. The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The Party of the SECOND PART shall erect the entire proposed Ground plus four storied building at its cost and its supervision and labour to be erected as per annexed Specification and also as per the said sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER and to meet up such expenses the DEVELOPER shall collect the entire money from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as cost of land in connection with the said flats etc. The DEVELOPER shall enjoy the undivided proportionate share of land and common rights as mentioned in the SCHEDULE - A and C below.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

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- DEFINITION: Unless there is anything repugnant to the subject or context the term:
- (a) OWNERS: shall mean the party of the FIRST PARTIES herein namely (1) SMT. SIKHA MONDAL, (PAN No.BIJPM3950K), (Aadhaar No.7679 1489 5432). wife of Sri Gopal Mondal, resident of Kamrabad Mandirtala, P.O. and P.S. Sonarpur, Kolkata - 700 150, District South 24 Parganas, (2) SMT, REKHA SARDAR, (PAN No.INJPS7921E), (Aadhaar No.3604 9331 2611), wife of Sri Manik Lal Sardar, resident of Village - Tegachi, P.O. South Garia, P.S. Baruipur, in the District of South 24 Parganas No. 1 and 2 both by Occupation: Housewife, (3) SRI SWAPAN KUMAR MONDAL, (PAN No.AXMPM3375P), (Aadhaar No.5752 9621 6512), son of Late Khagendra Nath Mondal, (4) SRI ASHIM KUMAR MONDAL, (PAN No.AZOPM2002P), (Aadhaar No.6760 2648 7818), both 3 & 4 by faith - Hindu and by Occupation : Business, and (5) SRI MALAY KUMAR MONDAL, (PAN No.AJCPM4740L), (Aadhaar No.3068 2953 2913). by Occupation - Service, 3 to 5 all sons of Late Khagendra Nath Mondal, residing at 9, Broja Mohan Mondal Road, P.O. Santoshpur, P.S. Purba Jadavpur now Survey Park, Kolkata - 700 075 and their legal heirs, representatives and assigns.
- (b) DEVELOPER: shall mean "RD SRIJONI CON", (PAN: ABDFR5236P), a Partnership concern, having its office at 10, Second Street, Modern Park (Premises No. 289, Modern Park), Post Office Santoshpur, Police Station Survey Park, Kolkata 700 075, District South 24-Parganas, being represented by its Partners namely (I) SMT. DIPTI DAS, (PAN AJBPD5329H), (Aadhaar No. 4095 4915 2475) wife of Sri Ajan Kanti Das, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 10, Second Street, Modern Park, Post Office- Santoshpur, Police Station-Survey Park, Kolkata 700 075, District South 24-Parganas, (2) SMT. PIYALI ROY, (PAN AJHPR5402M), (Aadhaar No. 3310 8900 8754) wife of Sri Abhijit Roy, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 47/C, Janata Road, New Santoshpur, Post Office- Santoshpur, Police Station- Survey Park, Kolkata 700075, District South 24 Parganas for the time being and its legal heirs, representatives, administrators and assigns, successors-in-interest and successors-in-office.
  - (c) TITLE DEED: shall mean the documents referred to hereinabove in the recital.



- (d) PREMISES: shall mean the Property measuring land area of 8 (Eight) Cottahs 14 (Fourteen) Chittacks 26 (Twenty Six) Sq.Ft. be the same a little more or less together with a two storied building and an Asbesto Shed standing on the roof of the building, situated and lying at Mouza-Rajapur, J.L No.23, R.S. No. 14, Collectorate Touzi No. 109, comprised in C.S. Dag No. 620, R.S. Dag No. 686, under C.S. & R.S. Khatian No. 122, previously within the limits of Jadavpur Municipality and at present within the limits of The Kolkata Municipal Corporation, known as Premises No. 195, Rajajpur East, Ward No. 103, vide Assessee No. 31-103-37-0195-4, and also known as Postal Address 9, Broja Mohan Mondal Road, East Rajapur, P.O. Santoshpur, formerly P.S. Purba Jadavpur, now P.S. Survey Park, Kolkata- 700075, District South 24-Parganas, as mentioned and described in the SCHEDULE 'A' hereunder written.
- (c) BUILDING: shall mean the proposed ground plus four storied building with lift facility to be constructed on the said premises as per sanction residential building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XI.
- (f) COMMON FACILITIES AND AMENITIES: shall include corridors, stair ways, passages ways, driveways, common lavatories, meter space, water and water lines and plumbing lines, under ground water reservoir, lift, lift room, lift lobby over head water tank, water pump and motor, boundary wall, roof, common vacant area/space on Ground Floor inside the premises caretaker's Room, Toilet on Ground Floor and other facilities as mentioned in the SCHEDULE "C" hereunder written which may be mutually agreed upon BETWEEN the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat Owners who shall purchase the same from the DEVELOPER.
- (g) OWNERS' ALLOCATION: The OWNERS shall jointly get 8 Nos. of Flats i.e. the 50% of sanction Flat area to be situated on First Floor, Second Floor, Third Floor and Fourth Floor Flat portion (except Ground Floor) of the proposed ground plus four storied building with lift facility and each floor (except Ground Floor) of the said building shall consist of four flats as UNIT-A 3BHK Flat in North-West side of the building, UNIT-B 3BHK Flat in North-East side of the building, UNIT-C 2BHK Flat in South-West side of the

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proposed Ground plus four storied building as per sanction building plan and accordingly the OWNERS shall jointly get UNIT-A 3BHK Flat From Second Floor, Third Floor and Fourth Floor of the building as per sanction building plan and UNIT-C 2BHK Flat from First Floor, Third Floor and Fourth Floor of the building as per sanction building plan and UNIT-D 2BHK Flat form First Floor and Third Floor of the proposed building as per sanction building plan. Save and except the Stair Room, Lift Room, Care-taker's Room, Pump Room, Meter space, 50% of the rest of the area on ground floor including the area of three Nos. of Shop Rooms each having built up area of 100 (One hundred) Sq.ft. shall be obtained by the LAND OWNERS jointly i.e. three Nos. of Shop Rooms and Car parking Space on ground floor of the proposed building. Rest 50% percent of the ground floor including one 2BHK Flat and rest Car Parking area on ground floor shall be obtained by the DEVELOPER. Besides the OWNERS shall jointly get the non refundable sum of Rs. 42,00,000 (Rupees Forty Two Lac) only from the DEVELOPER by two separate installments:

- a) Rs. 8,00,000 (Rupees Eight Lac only) at the time of execution of this agreement;
- b) Balance Rs. 34,00,000 (Rupees Thirty Four Lac only) at the time of handing over OWNERS' ALLOCATION.

During construction of the new building, the DEVELOPER shall have to give the three Nos. of rented 2BHK Flats to the OWNERS for their temporary accommodation and such rent shall be paid by the DEVELOPER till the handing over of the aforesaid Owners' Allocated Flats and Shop Rooms and Car Parking as aforesaid and the existing premises and the building shall be handed over to the DEVELOPER by the OWNERS for the proposed construction strictly on and within one month from the date sanctioning the building plan of the premises and the DEVELOPER then at its cost, shall demolish the old building standing in the premises for the new construction thereon and the DEVELOPER shall enjoy entire sale proceeds of the said demolished building materials. The OWNERS shall enjoy the proportionate share of the total land as described in the SCHEDULE-A above and also right to enjoy the common portions and common rights of the building as mentioned in the SCHEDULE-C below. The OWNERS shall also enjoy

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the undivided proportionate share of land and also the other common rights and facilities of the proposed building as mentioned in the SCHEDULE "A" and "C" herein below. This is called the OWNERS' ALLOCATION as mentioned in the SCHEDULE "B" herein below.

DEVELOPER'S ALLOCATION: The DEVELOPER shall get 8 Nos. of Flats (h) i.e. the 50% of sanction flat area to be situated on the First Floor, Second Floor, Third Floor and Fourth Floor Flat portion (except Ground Floor) of the proposed ground plus four storied building with lift facility and each floor (except ground floor) of the said building shall consist of four flats as UNIT-A 3BHK Flat in North-West side of the building, UNIT-B 3BHK Flat in North-East side of the building, UNIT-C 2BHK Flat in South-East side of the building and UNIT-D 2BHK Flat in South-West side of the proposed ground plus four storied building as per sanctioned building plan and accordingly the DEVELOPER shall get the rest flats (excluding OWNERS' ALLOCATED FLATS) i.e. UNIT-A 3BHK Flat from First Floor as per sanction building plan, UNIT-B 3BHK Flat from First Floor, Second Floor, Third Floor and Fourth Floor of the proposed building as per sanction plan and UNIT-C 2BHK Flat from Second Floor of the building as per sanction plan and UNIT-D 2BHK Flat from Second Floor and Fourth Floor of the proposed building as per sanction plan of the building to be erected by the DEVELOPER as its cost. Save and except the Stair Room, Lift Room, Care-taker's Room, Pump Room, Meter Space, 50% percent of the ground floor area excluding the owners' portion (i.e. three Nos. of Shop Rooms and Car Parking area on Ground Floor) one 2BHK Flat and rest Car Parking area shall be obtained by thy DEVELOPER. The DEVELOPER shall also enjoy the undivided proportionate share of land and also enjoy all common portions and rights of the building as mentioned in SCHEDULE-A and SCHEDULE-C above respectively. The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The Party of the SECOND PART shall erect the entire proposed Ground plus four storied building with lift facility at its cost and its supervision and labour to be erected as per annexed Specification and also as per the sanction residential building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the DEVELOPER shall collect the entire money from the sale of the DEVELOPER'S

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ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as cost of land in connection with the said flats etc. The DEVELOPER shall enjoy the undivided proportionate share of land and all common rights as mentioned in the SCHEDULE - A and C below.

- (i) THE ARCHITECT/PLANNER: shall mean such persons who will be appointed by the DEVELOPER for both designing and planning the building on the said premises.
- (j) BUILDING PLAN: would mean such plan prepared by the Planner for the construction of the building to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER.
- (k) TRANSFER: with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (1) TRANSFEREE: shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
- THIS AGREEMENT: shall take effect from the date of execution of this agreement.
- THE OWNERS DECLARE as follows:
- (a) That they are the absolute joint Owners and are seized and possessed of and/or well and sufficiently entitled to the said property as described in the SCHEDULE 'A' below.
- (b) That the said property is free from all encumbrances and the OWNERS have a good marketable title in respect of the said property as described in the SCHEDULE 'A' below.
- (c) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
- 4. THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT as followings:

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- (a) That the OWNERS have hereby granted exclusive right to the DEVELOPER to undertake the new construction on the said Premises to be constructed by the DEVELOPER in accordance with the sanction residential building plan/plans to be sanctioned by The Kolkata Municipal Corporation.
- (b) (i) OWNERS' ALLOCATION: the DEVELOPER shall give the OWNERS as the OWNERS' ALLOCATION as described in the SCHEDULE 'B' hereunder written and rest sale proceeds etc., of the project shall be enjoyed by the DEVELOPER herein.
  - (ii) DEVELOPER'S ALLOCATION: The DEVELOPER shall enjoy the DEVELOPER'S ALLOCATION as described in the SCHEDULE-D below.
- (c) That all applications, plans and other papers and documents as may be required by the DEVELOPER for the purpose of obtaining necessary approval of building plan and its alternation/modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the DEVELOPER for and in the names of the OWNERS at the cost of DEVELOPER and if any alteration/modification of making further plans for proposed construction are required the OWNERS shall give such written permission to the DEVELOPER without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the DEVELOPER shall appear, represent, sign before the concerned authorities on behalf of the OWNERS in their names and on their behalf in connection with any or all of the matters aforesaid and the OWNERS, in such circumstances, shall give assistance/co-operation/ signatures whenever necessary to the DEVELOPER for the interest of the proposed project.
- (e) That the DEVELOPER shall erect the proposed Ground plus four storied building with lift facility in the said Premises as per sanction residential building plan to be sanctioned and for the same the OWNERS shall put their signatures as and when necessary and during construction or after construction the DEVELOPER shall sell

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only the **Developer's portion** together with proportionate undivided share of land and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.

- (f) The DEVELOPER shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a ground plus four storied building with lift facility thereon in accordance with the said sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the DEVELOPER.
- (g) The DEVELOPER shall construct the building and also supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by it for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.
- (h) That the DEVELOPER shall be exclusively entitled to its respective share of its allocation i.e. DEVELOPER'S ALLOCATION in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The DEVELOPER shall apply in the names of the OWNERS and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the OWNERS shall not raise any objections for it on the contrary the OWNERS shall give full co-operations for facilitating the proposed project.

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- (i) That the DEVELOPER shall at its own costs construct and complete the proposed building at the said premises in accordance with the sanction building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the DEVELOPER as well as hereby annexed specifications and the DEVELOPER shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 30 (Thirty) months from the date of sanction of the building plan and also from the date of taking over vacant possession of the SCHEDULE 'A' mentioned property whichever is later and maximum 6 (Six) months grace period if required. It is noted that the entire project should be completed within 36 (Thirty Six) months from the date of sanction of the building plan and also taking over vacant peaceful possession in the premises whichever is later.
- (k) That the DEVELOPER shall install in the said building at its own costs, pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon.
- THE OWNERS HEREBY AGREE AND COVENANT WITH THE DEVELOPER as follows:-
- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the DEVELOPER.
- (ii) Not to do any act or things whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the DEVELOPER'S ALLOCATION in the building to be erected at the said premises as mentioned herein.
- (iii) The OWNERS positively give vacant possession of the entire premises as mentioned in the SCHEDULE 'A' hereunder to the DEVELOPER within 1 (One) month from the date of sanction of the building plan for making construction work of the proposed

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building as per sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the DEVELOPER.

- (iv) The DEVELOPER shall sell all the flats etc. of the proposed building, as the DEVELOPER'S ALLOCATION (strictly excluding the Owners' Allocation) as described in the SCHEDULE 'D' hereunder written TOGETHER WITH proportionate undivided share of land of the said premises and the common portions, roof of the building proportionately and proportionate services of common places. The DEVELOPER shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the DEVELOPER'S ALLOCATION as per the terms and conditions and the DEVELOPER shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyances, Deeds or Agreement for Sale in favour of the intending Purchasers only upon the DEVELOPER'S ALLOCATION.
  - (v) The OWNERS hereby empower and authorize the DEVELOPER to do this project in connection with the said property as described in the SCHEDULE hereunder written such as to sell or any kind of transfer of the DEVELOPER'S ALLOCATION through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the DEVELOPER'S ALLOCATION, to negotiate any matter for the said property etc.
    - 6. THE OWNERS HEREIN EXECUTE THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:

The OWNERS herein namely, (1) SMT. SIKHA MONDAL, (PAN No.BIJPM3950K), (Aadhaar No.7679 1489 5432), wife of Sri Gopal Mondal, resident of Kamrabad Mandirtala, P.O. & P.S. Sonarpur, Kolkata – 700 150, District of South 24 Parganas, (2) SMT. REKHA SARDAR, (PAN No.INJPS7921E),



(Aadhaar No.3604 9331 2611), wife of Sri Manik Lal Sardar, resident of Village -Tegachi, P.O. South Garia, P.S. Baruipur, in the District of South 24 Parganas No. 1 and 2 both by Occupation: Housewife, (3) SRI SWAPAN KUMAR MONDAL, (PAN No.AXMPM3375P), (Aadhaar No.5752 9621 6512), Khagendra Nath Mondal, (4) SRI ASHIM KUMAR MONDAL, (PAN No.AZOPM2002P), (Aadhaar No.6760 2648 7818), both 3 & 4 by faith - Hindu and by Occupation: Business, and (5) SRI MALAY KUMAR MONDAL, (PAN No.AJCPM4740L), (Aadhaar No.3068 2953 2913), by Occupation - Service, 3 to 5 all sons of Late Khagendra Nath Mondal, residing at 9, Broja Mohan Mondal Road, P.O. Santoshpur, P.S. Purba Jadavpur now Survey Park, Kolkata - 700 075, "RD SRIJONI CON", a Partnership Firm, having its office at 10, Second Street, Modern Park (Premises No. 289, Modern Park), Post Office - Santoshpur, Police Station - Survey Park, Kolkata - 700 075, District - South 24-Parganas, being represented by its Partners namely (1) SMT, DIPTI DAS, (PAN - AJBPD5329H), (Aadhaar No. 4095 4915 2475) wife of Sri Ajan Kanti Das, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 10, Second Street, Modern Park, Post Office- Santoshpur, Police Station- Survey Park, Kolkata - 700 075, District - South 24-Parganas, (2) SMT, PIYALI ROY, (PAN - AJHPR5402M), (Aadhaar No. 3310 8900 8754) wife of Sri Abhijit Roy, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 47/C, Janata Road, New Santoshpur, Post Office- Santoshpur, Police Station- Survey Park, Kolkata - 700075, District South 24 Parganas as their lawful Constituted Attorney on their behalf to do the following acts in respect of their property as mentioned in the SCHEDULE - A below:

To look after and manage the property on behalf of the OWNERS.

ii. To appear and act in all the Courts such as Civil or Criminals, Originals, Revisional or Appellate Courts and also in the Registration Offices and in any other Office of Government, in the Office of The Kolkata Municipal Corporation or any other Municipality, Improvement Trust, The Kolkata Metropolitan Development Authority, Commissioner of any Division or District Board, Panchayat or any other office or Local Authority on behalf of us and for such purpose our said Attorney may accept

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service of any summons or any notice issued by any authority, shall be received by our said Lawful Attorney.

- iii. To sign and verify plaint, written statements, petition of claim and/or objection, Memorandum of Appeal and petition and application of all kinds and to file them relating to the aforesaid properties as mentioned in the SCHEDULE hereunder written in any such Court or Office on our behalf.
- iv. To appoint, engage on our behalf any Advocate, Pleader, Solicitors, Revenue Agent or any other legal practitioner whenever our said Attorney shall think proper to do so and to discharge and/or terminate his appointments.
- v. To cause mutation of our said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and also in the Office of B.L. & L.R.O. and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corporation and also to the B.L. & L.R.O. as and when necessary on our behalf and apply before the concerned authorities for conversion and also for land ceiling and to do all the acts related thereto in writing on our behalf and collect conversion certificate and land ceiling clearance from the authority concerned.
- vi. To demarcate or delineate our said property that be necessary for the said purpose by virtue of a Deed of Boundary Declaration or any other Declaration or Deed of Rectification to be registered before the concerned registering authority and/or to sewer any affidavit related thereto.
- vii. To deposit the revenue for our said property in The Kolkata Municipal Corporation or in any Government Department and to pay all charges and the local taxes for the properties.
- viii. To sign all the plans to be submitted before the concerned authority/authorities for the sanction of the building plan, revised building Plan and/or modified Plan and/or completion Building Plan for our said property and sign all the papers related thereto

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and to sign on our behalf the modified or revised Plan and submit the same before The Kolkata Municipal Corporation for sanction and then to get delivery the same along with the Completion Certificate and also Completion Plan of the building on our behalf from The Kolkata Municipal Corporation and execute any affidavit related thereto and also sign, execute and register any Deed of Declaration to be required for the same related to our said property.

- ix. To sign drainage and sewerage Plan of our property and submit the same before. The Kolkata Municipal Corporation in respect of the Premises and to sign all other papers related thereto.
- X. To sign the Plan for taking water connection from The Kolkata Municipal Corporation in respect of the said Premises as mentioned in the SCHEDULE below and also to sign all the papers related thereto.
- xi. To look after and to control all the affairs for the development of the said land and construction of a new ground plus four storied building which shall be erected as per sanction building Plan to be sanctioned by The Kolkata Municipal Corporation or other approval of the Government Authority at the cost of the DEVELOPER and the DEVELOPER shall sign and execute on behalf of the owners all the Declaration Deed or any other Declaration or any declaration related to K.M.C. for the interest of the project as mentioned in the SCHEDULE below related thereto and registrar the such document as per requirement for the interest of the proposed project.
- xii. To sign, execute and submit all Development Plans, Documents, Statements, Papers, Undertakings, Declarations, affidavit etc. may be required for necessary sanction, modification and/or alteration of sanctioned plans by the appropriate authority and other appropriate authorities after signing from the landowner.
- xiii. To appear and represent on behalf of the PRINCIPALS i.e. LAND OWNERS herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal Police, necessary Departments of Government of West Bengal, in connection with the modification and/or alteration of Development plans for the above mentioned property and also for the interest of the proposed project.

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xiv. To pay fees for obtaining the sanction of the building plan, revised plan, modification of the plan and such other orders and permissions from the necessary authorities on behalf of the landowners as required for sanction, modification and/or alteration of the Development Plan and also to submit and take delivery of title, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as our Attorney shall think fit and proper.

xv. To receive the excess amount of fees, if any, paid for the purpose of sanction and/or modification and/or alteration of the revised and/or completion building plan to be sanctioned from the authority or authorities.

xvi. To develop the said property by making construction of such type of building or buildings thereon as the said Attorney may their fit and proper.

To apply for obtaining electricity gas, water sewerage, drainage, telephone or other connections or obtaining electric meter or any other utility to the said property and /or to make alteration therein and to disconnect the same and for that purpose to sign, execute and submit all papers, applications, documents and plans related thereto on behalf of the OWNERS and submit the same before the concerned authority/authorities for such connection of electric, drainage and sewerage, water, telephone, gas, connection etc. and to execute and sign all paper for the plan in respect of the sanction drainage and sewerage connection of the said entire property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on our behalf.

xviii. To apply for and obtain building materials from the concerned authorities for requirement and consumption of the building to be erected on the said property as aforesaid and to do all the acts in writing on our behalf for the installation of lift in the said proposed building.

xix. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.

- xx. To appear and represent us before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.
- To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum against the DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE D of this registered Development Agreement below and the DEVELOPER shall do all the acts in the Premises and the DEVELOPER shall get the DEVELOPER'S ALLOCATION as within mentioned.
- To collect advance or part payment or full consideration money from the intending purchasers of the DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE D of this registered Development Agreement, alongwith the proportionate share of land and grant receipt in favour of the interested persons/persons who are interested to take possession of the flat/ flats etc. in lieu of satisfactory consideration.
- also to engage agency or agencies for the Sale or giving possession of the Developer's Allocation alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the Developer's Allocation as mentioned in this registered Development Agreement to any Third Party or parties (i.e. intending Purchasers) at any consideration price to be fixed up only by the DEVELOPER.
- To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats and/or Car Parking Space, if any including proportionate land share of the said DEVELOPER'S ALLOCATION alongwith the proportionate share of land at our said premises or any part thereof and for that purpose to sign and execute all deeds, as our said Attorney shall think fit and proper as per this registered Development Agreement.
- xxv. To file and submit the declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.

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xxvi. To receive part or full consideration sum against the Developer's Allocation as mentioned in this registered Development Agreement from the intending purchasers and acknowledges the receipt of the same.

To appear and represent us before any Notary Public, Office of the Additional District
Sub-Registrar and District Sub-Registrar offices at Alipore, Addl. Registrar of
Assurance/s at Kolkata, Metropolitan Magistrate and Other Office or Offices or
Authority or Authorities having jurisdiction and to execute and register any kind of
Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or
Rectification, Deed of Amalgamation if required Deed of Boundary Declaration or
any kind of K.M.C. Gift or declaration etc. for the interest of the project and or any
kind of instrument writing executed and signed by the said Attorney in any manner
concerning the said property as per this registered Development Agreement in
connection with the DEVELOPER'S ALLOCATION only and present the same
before the Registrar for registration.

XXVIII. To take necessary steps for registration of the Developer's Allocation as mentioned in this registered Development Agreement or any part alongwith the proportionate share of land by the Attorney herein on our behalf.

xxix. To convey, prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.

xxx. To file and defend suits, cases, appeals and applications of whatsoever nature for and on our behalf or to be instituted preferred by or any person or persons in respect of the said property.

xxxi. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof in respect of the entire Premises.

xxxii. To sign, declare and/or affirm any plaints, written statements petitions, all type of affidavits, verifications, vokalatnamas, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.

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xxxiii. To deposit and withdraw fee, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

The Attorney i.e. the **DEVELOPER** shall do all other acts to be required for the promotion work on behalf of the **OWNERS** in respect of the said property by virtue of this Power of Attorney.

- THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE OWNERS as follows:-
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the DEVELOPER will take all the necessary steps and such sanction of modification or alteration is required shall be done at DEVELOPER'S cost.
- (ii) To complete the construction of the building within 30 (Thirty) months from the date of sanction of the building plan and also from the date of taking over vacant possession of the SCHEDULE 'A' mentioned property whichever is later and another 6 (Six) months is the grace period if required. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, any epidemic disease cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the DEVELOPER shall have liberty to extend the time to cover 'Force Meajure' period.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the OWNERS whereby the DEVELOPER is prevented from enjoying, selling, assigning and/or disposing of any of the DEVELOPER'S ALLOCATION in the said building.
- (v) Completion time of the project shall be of 30 (Thirty) months from the date of sanction of the building plan and also from the date of taking over vacant possession of the SCHEDULE 'A' mentioned property whichever is later and further 6 (Six) months is the grace period if required.

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- (vi) The DEVELOPER on behalf of the OWNERS shall mutate and record their names of the Owners in the record of K.M.C. at their cost and responsibilities and shall pay all the outstanding, K.M.C. taxes with arrears including pending G.R., if any, upto the date of signing this agreement as all the Owners have not yet recorded their names in K.M.C. The OWNERS shall supply the Affidavit to be sworn before the First class Magistrate under the jurisdiction.
- (vii) Thereafter such tax upto the period of handing over of OWNERS' ALLOCATION shall be borne by the DEVELOPER.
- (viii) The complete Construction-Specification as annexed herewith marked as Annexure X shall be part of this agreement.
- (ix) After completion of the entire Building and thereafter after completion of registration of entire DEVELOPER'S ALLOCATION in favour of the intending Purchaser/s, the DEVELOPER shall deliver all the original Documents, alongwith original Deed Mutation Certificate, Conversion Certificate and other Tax Receipts to the Owners in presence of all the Flat Owners and / or their Association without any delay.

### 8. MUTUAL COVENANT AND INDEMNITIES :-

- (i) The OWNERS hereby undertake that the DEVELOPER shall be entitled to the entire proposed construction excluding the Owners' Allocation and shall enjoy its Allocation without interference or disturbances from the Owners' end, provided the DEVELOPER shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- these presents in favour of the DEVELOPER to complete the project and also register all the Deeds including Agreement for Sale and Conveyance Deeds in respect of Developer's Allocation in favour of the intending purchasers and the DEVELOPER shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the DEVELOPER'S ALLOCATION (strictly excluding the Owners' Allocation) and the OWNERS shall join in the same when they shall be called for, if required.

- (iii) The OWNERS shall hand over the Original Title Deeds, Link Deed if any, K.M.C. Mutation Certificate, in the names of the present Owners, up to date paid up K.M.C. tax bills, land tax (khajna) receipts, R.S. R.O.R. (Parcha) Court's Order and decree and any other original papers in respect of the property to the DEVELOPER at the time of execution of the agreement and the DEVELOPER shall grant receipt for the same in favour of the OWNERS. The said Deed/s etc. shall be handed over to the OWNERS before the presence of other Flat Owners after completion of the project.
- (iv) The OWNERS through the DEVELOPER shall clear up all the previous outstanding taxes of K.M.C. including pending G.R., at the cost of the DEVELOPER if any. After taking possession of the Owners' Allocation in the said building the OWNERS shall have to pay the necessary maintenance of the building and lift and also the proportionate taxes. The DEVELOPER shall pay the such outstanding taxes and also the taxes for the period of construction of the proposed building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (v) That the title of the property is arising out of the Title Suit No. 58 of 1965 of the Learned 3<sup>rd</sup> Sub-Ordinate Judge of Alipore and judgement alongwith plan was published on 17.08.1971. The OWNERS shall remain liable to supply of the said Judgement of the said Title Suit to establish their title of the SCHEDULE-A property failing which they shall also remain liable to the DEVELOPER to refund and pay all the investments in this project on demand.
- (vi) The OWNERS shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.
- 9. JURISDICTION FOR THE ADJUDICATION ANY DISPUTE BETWEEN THE LAND OWNERS AND THE DEVELOPER:

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta and Consumer Courts/ Commission under the jurisdiction.

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### SCHEDULE OF THE ABOVE REFERRED TO (DESCRIPTION OF THE ENTIRE PROPERTY) SCHEDULE - 'A'

ALL THAT piece and parcel of Bastu Land measuring 8 (Eight) Cottahs 14 (Fourteen) Chittacks 26 (Twenty Six) Sq.Ft. be the same a little more or less together with a two storied building erected in the year 1960 having each floor area 1000 (One Thousand) Sq.ft. built up and an Asbestos Shed is standing on the roof of the building, and a new ground plus four storied building shall be erected thereon after demolishing the old building and the entire property is situated and lying at Mouza-Rajapur, J.L No.23, R.S. No. 14, Collectorate Touzi No. 109, comprised in C.S. Dag No. 620, R.S. Dag No. 686, under C.S. Khatian & R.S. Khatian No. 122, previously within the limits of Jadavpur Municipality and at present within the limits of The Kolkata Municipal Corporation, known as Premises No. 195, Rajajpur East, Ward No. 103, vide Assessee No. 31-103-37-0195-4, and also known as Postal Address 9, Broja Mohan Mondal Road, East Rajapur, P.O. Santoshpur, formerly P.S. Purba Jadavpur, now P.S. Survey Park, Kolkata-700075, in the District of South 24- Parganas, which is butted and bounded as follows:

ON THE NORTH

8'-0" wide Pvt. Passg. & Land & Building of Mrs Bharati

Purakayastha & others;

ON THE SOUTH

Land and Building of Late P.P. Mondal;

ON THE EAST

land of Others and 16' Ft. wide K.M.C. Road;

ON THE WEST

17'-0" wide Broja Mohan Mondal Road;

### SCHEDULE - 'B' ABOVE REFERRED TO (OWNERS' ALLOCATION) TO BE OBTAINED FROM THE DEVELOPER

OWNERS' ALLOCATION: The OWNERS shall jointly get 8 Nos. of Flats i.e. the 50% of sanction Flat area to be situated on First Floor, Second Floor, Third Floor and Fourth Floor Flat portion (except Ground Floor) of the proposed ground plus four storied building with lift facility and each floor (except Ground Floor) of the said building shall consist of four flats as UNIT-A 3BHK Flat in North-West side of the building, UNIT-B 3BHK Flat in North-East side of the building, UNIT-C 2BHK Flat in South-East side of the building and UNIT-D 2BHK Flat in South-West side of the proposed

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Ground plus four storied building as per sanction building plan and accordingly the OWNERS shall jointly get UNIT-A 3BHK Flat From Second Floor, Third Floor and Fourth Floor of the building as per sanction building plan and UNIT-C 2BHK Flat from First Floor, Third Floor and Fourth Floor of the building as per sanction building plan and UNIT-D 2BHK Flat form First Floor and Third Floor of the proposed building as per sanction building plan. Save and except the Stair Room, Lift Room, Care-taker's Room, Pump Room, Meter space, 50% of the rest of the area on ground floor including the area of three Nos. of Shop Rooms each having built up area of 100 (One hundred) Sq.ft. shall be obtained by the LAND OWNERS jointly as the three Nos. of Shop Rooms and Car Parking Space on ground floor of the proposed building. Rest 50% percent of the ground floor including one 2BHK Flat and rest Car Parking area on ground floor shall be obtained by the DEVELOPER. Besides the OWNERS shall jointly get the non refundable sum of Rs. 42,00,000 (Rupees Forty Two Lac) only from the DEVELOPER by two separate installments:

- a) Rs. 8,00,000 (Rupees Eight Lac only) at the time of execution of this agreement;
- Balance Rs. 34,00,000 (Rupees Thirty Four Lac only) at the time of handing over OWNERS' ALLOCATION.

During construction of the new building, the DEVELOPER shall have to give the three Nos. of rented ZBHK Flats to the OWNERS for their temporary accommodation and such rent shall be paid by the DEVELOPER till the handing over of the aforesaid Owners' Allocated Flats and Shop Rooms and Car Parking area as aforesaid and the existing premises and building shall be handed over to the DEVELOPER by the OWNERS for the proposed construction strictly on and within one month from the date of sanction of the building plan and the DEVELOPER then at its cost, shall demolish the old building standing in the premises for the new construction thereon and enjoy entire sale proceeds of the said demolished building materials. The OWNERS shall enjoy the proportionate share of the total land as described in the SCHEDULE-A above and also right to enjoy the common portions and common rights of the building as mentioned in the SCHEDULE-C below. This is the OWNERS' ALLOCATION of this proposed project.



# (COMMON RIGHTS AND FACILITIES)

- All stair-cases and stair landings on all the floors of the said building.
- Stair-case of the building leading towards the vacant roof.
- Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
- All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
- Roof, Mounted Room, if any, Parapet wall of the building are for the purpose of common services and right.
- Water pump, overhead water tank and all water supply line and plumbing lines.
- Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting Caretaker's Room and Toilet in Ground Floor.
- Drainages and sewerages including man-hole, junction pits etc. and drive way.
- Boundary walls, main gate and/or side gates if any.
- Vacant space on Ground Floor inside the premises.
- 11. Lift, Lift Lobby, Lift Room and Lift Well.
- 11. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

### SCHEDULE - 'D' ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

The DEVELOPER shall get 8 Nos. of Flats i.e. the 50% of sanction tlat area to be situated on the First Floor, Second Floor, Third Floor and Fourth Floor Flat

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portion (except Ground Floor) of the proposed Ground plus four storied building with lift facility and each floor (except ground floor) of the said building shall consist of four flats as UNIT-A 3BHK Flat in North-West side of the building, UNIT-B 3BHK Flat in North-East side of the building, UNIT-C 2BHK Flat in South-East side of the building and UNIT-D 2BHK Flat in South-West side of the proposed Ground plus four storied building as per sanctioned building plan and accordingly the DEVELOPER shall get the rest flats (excluding OWNERS' ALLOCATED FLATS) i.e. UNIT-A 3BHK Flat from First Floor as per sanction building plan, UNIT-B 3BHK Flat from First Floor, Second Floor, Third Floor and Fourth Floor of the proposed building as per sanction plan and UNIT-C 2BHK Flat from Second Floor of the proposed building as per sanction plan and UNIT-D 2BHK Flat from Second Floor and Fourth Floor of the proposed building as per sanction plan of the building to be erected by the DEVELOPER as its cost. Save and except the Stair Room, Lift Room, Care-taker's Room, Pump Room, Meter Space, 50% percent of the ground floor area excluding the Owners' portion i.e. three Nos. of Shop Rooms and rest Car Parking, one 2BHK Flat and rest Car Parking area shall be obtained by thy DEVELOPER. The DEVELOPER shall also enjoy the undivided proportionate share of land and also enjoy all common portions and rights of the building as mentioned in SCHEDULE-A and SCHEDULE-C above respectively. The Party of the SECOND PART/ DEVELOPER shall erect the entire proposed Ground plus four storied building at its cost and its supervision and labour to be erected as per annexed Specification and also as per the said sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the DEVELOPER shall collect the entire money from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as the cost of land in connection with the said flats etc. The DEVELOPER shall enjoy the common rights alongwith undivided proportionate land share out of total land as mentioned in the SCHEDULE - "A" herein and all the common facilities as mentioned in the SCHEDULE - 'C' above.

portion (except Ground Floor) of the proposed Ground plus four storied building with lift facility and each floor (except ground floor) of the said building shall consist of four flats as UNIT-A 3BHK Flat in North-West side of the building, UNIT-B 3BHK Flat in North-East side of the building, UNIT-C 2BHK Flat in South-East side of the building and UNIT-D 2BHK Flat in South-West side of the proposed Ground plus four storied building as per sanctioned building plan and accordingly the DEVELOPER shall get the rest flats (excluding OWNERS' ALLOCATED FLATS) i.e. UNIT-A 3BHK Flat from First Floor as per sanction building plan, UNIT-B 3BHK Flat from First Floor, Second Floor, Third Floor and Fourth Floor of the proposed building as per sanction plan and UNIT-C 2BHK Flat from Second Floor of the proposed building as per sanction plan and UNIT-D 2BHK Flat from Second Floor and Fourth Floor of the proposed building as per sanction plan of the building to be erected by the DEVELOPER as its cost. Save and except the Stair Room, Lift Room, Care-taker's Room, Pump Room, Meter Space, 50% percent of the ground floor area excluding the Owners' portion i.e. three Nos. of Shop Rooms and rest Car Parking, one 2BHK Flat and rest Car Parking area shall be obtained by thy DEVELOPER. The DEVELOPER shall also enjoy the undivided proportionate share of land and also enjoy all common portions and rights of the building as mentioned in SCHEDULE-A and SCHEDULE-C above respectively. The Party of the SECOND PART/ DEVELOPER shall erect the entire proposed Ground plus four storied building at its cost and its supervision and labour to be erected as per annexed Specification and also as per the said sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the DEVELOPER shall collect the entire money from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as the cost of land in connection with the said flats etc. The DEVELOPER shall enjoy the common rights alongwith undivided proportionate land share out of total land as mentioned in the SCHEDULE - "A" herein and all the common facilities as mentioned in the SCHEDULE - 'C' above.

IN WITNESS WHEREOF the parties herein put their respective hand and seals on this day, month and year first above written.

### WITNESS:

1. Albhejik Kurnar Mesher. Sikha Mondal. 69/1, Baghojatin Place 2. Rekha Sandar Kolketa - Foro gr

- 3. Swapan Kr. Mondal.
- 4. Askim Kr. Mondel
- 5. Maloy kumar Mondel.

Jepish Mishra

SIGNATURE OF THE OWNERS

RD SRIJONI CON

Dipti Das

RD SRIJONI CO Piyali Roy

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:

(MR. DEBES KUMAR MISRA) ADVOCATE [Encollment No.F/364/329/1989]

HIGH COURT, CALCUTTA

Resi-cum-Chamber: 69/1, Baghajatih Place, Kolkata - 700 086. PH-9830236148(D.K.M.), Email:debeskumarmisra@gmail.com 9051446430(Somesh), Email:mishrasomesh08@gmail.com 9836115120(Tapesh),

Email:tapesh.mishra85@gmail.com

Annexure - X

#### SCHEDULE OF WORK (SPECIFICATION OF WORKS)

No. of Floors

As per Sanction of the K.M.C.

No. of Flats

As per Sanction of the K.M.C.

General

The building shall be R.C.C. Frame Structure with Construction 500W TMT Rebar as per design of the Architect

and with Lafarge/ A.C.C./ Ambuja Cement.

Brick Walls

All exterior Brick Walls shall be 8" thick with No.1 Bricks of approved quality in Cement mixture 1:6 and all Partition Wall shall be 5" and 3" thick with Bricks of approved quality in Cement mixture 1:4.

Flooring

All Bed Rooms, Verandahs, Kitchen (In Toilet 6'ft. Height Wall Tiles as per Landowners' choice) are laid with (2' X2') Tiles and Skirting will be 5" Marble Finished or Design Vitrified ( 3' X 2' ) Tiles. Marbles must be Granite Polish.

Plaster

The outside of the building will have Plaster of 1/2" average thick and the inside and the ceiling Plaster will be 1/2" average thick.

Alcup & Loft

In all Bedrooms for Almirah including 1 no. Loft in each Flat as per sanction of K.M.C.

Doors

Main Entrance Door in each Flat will be made with Laminated and Frame made by 4" X 2.5" Sal Wood with Brass tower bolt from inside. Telescopic Peep hole, Electric Bell, Brass Handle from outside Door Handle with Lock Set (Godrej).

Other Doors: A 100% Pine Wood Flash Door Painted both sides with 4" X 2.5" Sal Wood Frame as per the design of the Architect, heavy Steel Tower bold 6" long from inside. Godrej Cylindrical/Mortise Lock for Doors of all bedrooms. In kitchen Pine wood Door Shutter with 4" X 2.5" Sal Wood Frame. Heavy Grill (Square Bar) Gate for the Roof Entrance.

Windows

1.5mm thick Aluminium Sliding & Palla (heavy Channel, Heavy Lock with Roller) All windows shutters will be fully glazed and made of 3mm one side glass panes. The Aluminium

Sikka Mondal Luber windows of toilets shall have translucent glass. All

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Ashim Kr. Mandel

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windows will be made of mild steel ornamental Grill (Square Bar).

White Wash and Colour Wash

The building shall be painted externally with weather coat (All gourd). The inside of the Building shall have 2 coats of Birla white putty on Surface, Staircase Plastic Paints and Dado enamel Paints.

Toilets and Kitchen

1 Use 3/4th UPVC/CPVC Conceal Pipe in Bathroom & Kitchen Plumbing Line & Gyser Line.

One sheet PVC Door in every Bathroom.

3. One E. Commode or Anglo Indian (low type) Commode with Cistern Two nos. Soap Trey, One No. Liquid push type soap Container, One T. Rod One 3-in-1 Mixture with Overhead shower, One 2-in-1 bib Cock with Commode Shower.

4. One Wash Basin with Pedestal in the Dining Room, One Mirror, One T. Ring, all parceling Nycer or Hindware and Sanitary Fittings Jaguar or Essco-Delux.

5. One Tap with Sink in kitchen and one Tap under the sink

(SWAM type).

Granite Oven Bed at kitchen and 4'-6" height Wall Tiles. All interior water lines will be concealed.

Top and under of the basin & sink must be fitting Wall Tiles. Caretaker Room with Bath Room in the Outside of the ground floor will be provided 3/4" H.M. Gate value in every Bathroom & Kitchen.

Staircase

1. Staircase and stair room will be provided with mild Steel ornamental grill with Aluminium Windows for light and ventilation as per design.

Cabin for Electricity Metres.

Roof

1. 1" thick roof tiles on 3" average thick lime terracing Will be provided over roof slah.

2. Im height parapet wall will be provided all around the roof

3. Suitable rigid P.V.C. Rain (Supreme) water pipe 4" and other soil pipe for proper drainage of water from roof, toilet water closet and kitchen (top of the roof use Sika Latex mixing water with Cement (100g: 1 Bag Cement).

Electrifications

A SUOCA

Provision for separate electric meter for each Flat.

Two light point, Two fan points, Two 5 Amp. And two 15

Amp. Plug Point in Dining.

3. One A/C point, One fan point, Three light points, 5 Amp. ,3 pin plug in every Bedrooms, one exhaust Fan point, one light

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point, One chimney point, One Wall fan point, One Geyser point in Toilet & Kitchen And three power points in kitchen.

4. One light and One plug point in balcony.

5. All wiring will be concealed and made of Havells or Fenolex copper wire.

## SPECIFICATION OF ELECTRICAL WORKS

- 1. Lights, Fan, 5Amp Plug - 1.00 Sq mm.
- 2. Circuit with Arthing - 1.5 Sq mm.
- 3. AC and Micro Oven - 15 Amp. Plug.
- 4. Geyser Point - 4 Sq. mm.
- 5. 5 Phase AC Point separate – 2.5 Sq mm (Direct to Meter Box).
- Concealed Crabtree Boards with Iron Modular Switch with Plug. 6.
- 7. 6 mm Wire in Main Line and 5 mm Arthing in main line.
- Kitchen: 1 no. Exhaust Fan Hole (8") and 1 no. Chimney Hole (6").
- Calling Bell Switch on the ground Floor.

Aqua guard Point on the top of the basin or sink.

2- Way point in Staircase to inside the flat.

Watch Man Pumping System (auto pump- Sub Marshal Pump) 12.

13. Provision for Cable line in Drawing room in each flat.

# SPECIFICATION OF LIFT

One six passenger automatic lift will be provided.

WATER SUPPLY

R.C.C. overhead reservoir will be provided on top of the roof as

per design.

COMPOUNDS

Compound will be whenever required and will have all around.

ROOF

GI pipe with 22 Gage GI sheet on the top of the roof with proper pipe line (costing shares 50% Developer and 50% 17

number flat Holder.

Sikha Mondal. Rekha Sandan

Suspan Kr. Mondal Maley Kumar Mandal Ashim Kr. Menslal

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### MEMO OF CONSIDERATION

RECEIVED the sum of Rs.8,00,000/- (Rupees Eight Lac) only from the DEVELOPER herein as non-refundable advance sum as mentioned in the Owners' Allocation of this Agreement in the manner followings :-

Sl. No.	Date	Demand Draft No.	Name of the Bank & Branch	Amount (Rs.)
1.	18.08.2021	501151	ICICI Bank, Santoshpur, Kolkata-700075	Rs. 8,00,000.00

Total: Rs.8,00,000.00

(Total Rupees Eight Lac) only

### WITNESS:

1. Alahizik Kumar Misher 1. Sikha I roman 69/10 Baghayatin Place 2. Rekha Sardori Kalketz - 700086 3. Swopen Kr. Mondal.

1. Sikha Mondal

4. Ashim Kr. Manual

5. Malay Kumar Mandal.

SIGNATURE OF THE OWNERS

2. Takesh Misha. rodukate High Court



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Name ASHIM KUMAR MONDAL . Signature Ashim Kr. Mandel



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Name PIYALI ROY

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INCOME TAX DEPARTMENT

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GOVT, OF INDIA

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23/05/1954

Permanent Account Number

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# आयकर विभाग INCOME TAX DEPARTMENT



## भारत सरकार GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड e - Permanent Account Number (e-PAN) Card ABDFR5236P

RTH / Name

RD SRIJONI CON

जियमन / गठन की तारीख / Date of Incorporation/Formation

05/04/2021



Signature Not Verified

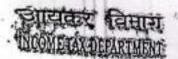
Signed by Income Tax PAN Services Unit, UT ISL

Date 1208202 632145 Reason : Document Signer Location : Instal

- Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including exyment of investorement of demand tax arrears, matching of information and easy maintenance & retrieval of electronic information encording to a tax power world लेखा लेखा (पैप) एक कराया से संबंधित विभिन्न दम्त्रकेती की बीडने में उत्तरकर दिवाल की सहावक होता है, जिसमें करें के प्राथम, आवश्य, वर्ष पण, एक कराया, गुणन क कियान और इस्लाइनिक वानकरी का सामान खास्क्रक व बहाली आदे भी शामिल है।
- Quoting of PAN is now mustatory for several transactions specified under Income Tay Act, 1961 (Refer Rule 1.14B of Income Tay Rules, 1962) आवष्य अधिनयम, 1961 के उट्टा टिविंड कई लेन्द्रित के लिए स्वाची लेखा संख्या (चैन) का उद्देश अल अधिवाद है (आवष्य नियम, 1962 के नियम 114B, का महार्थ ले)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of up to Rs. 10,000.
  शक से अधिक स्थानी लेखा संख्या (पैन) कर सम्राम या उपयोग करना, चानुन के मिस्ट है और उसके लिए 10,000 करने तक का वंद लगाया जा सकता है।
- ✓ Thise-PAN Card contrins Enhanced QR Code which is reachable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "PAN QR Code Reader" इसई-स्वायी लेखा संख्या (c-PAN) काई में प्रतित व्यवसा औड सामित है जो एक विकिन्द ऐड्डॉइड मानाइल ऐप द्वारा गडनीय है। Google Play Store पा इस विशिष्ट कोमाइल ऐप को खोजने के लिए बीमई "PAN QR Code Reader" है।

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भारत सरकार GOVT. OF INDIA

DIPTI DAS DITIRESH CHANDRA CHANDA 07/03/1978 Penillinent Account Number

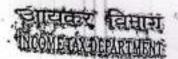
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PIYALI ROY

MANORANJAN NANDY

Permanent Account Number AJHPR 5402M

Signature . A



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मारत सरकार GOVT, OF INDIA

DIPTI DAS DITIRESH CHANDRA CHANDA 07/03/1978 Pomilinent Account Number

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PIYALI ROY

MANORANJAN NANDY

Permanent Account Number AJHPR 5402M





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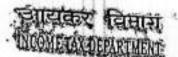
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PIYALI ROY MANORANJAN NANDY

Perminent Account Number AJHPR 5402M

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DIPTI DAS
DI IIRESH CHANDRA GHANDA
07/03/1978
Permilihent Account Number

AJBPD532911

Signature





### Major Information of the Deed

eed No.	I-1603-06390/2021	Date of Registration 19.	08/2021	
Query No / Year	1603-2001524707/2021	Office where deed is registe	ered	
Query Date	17/08/2021 8:23:28 PM	1603-2001524707/2021		
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana: Har 700001, Mobile No.: 801759368	e Street, District : Kolkata, WEST B 2, Status :Advocate	ENGAL, PIN -	
Transaction siles	Actual Color of the Color	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs: 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration: 2], [4311] Other than Immovable Property, Receipt [Rs: 8,00,000/-]		
Set Forth value	was an exist and some boat a line	Market Value	And the second s	
Rs. 4/-		Rs. 2,41,55,939/-		
Stampduty Paid(SD)	STATE OF STA	Registration Fee Paid		
Rs. 40,071/- (Article:48(g))		Rs. 8,060/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- ( FIFTY only area)	) from the applicant for issuing the	assement slip.(Urbar	

### Land Details:

District: South 24-Parganas, P.S.- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rajapur East and West, , Premises No: 195, , Ward No: 103 Pin Code: 700075

Sch	Plot	Khatian	Land Proposed	Use	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu	11411	8 Katha 14 Chatak 26 Sq Ft		2,27,11,439/-	Width of Approach Road: 17 Ft.,
	Grand	Total:			14.7033Dec	1/-	227,11,439/-	

### Structure Details:

Sch	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2350 Sq Ft.	3/-	14,44,500/-	Structure Type: Structure

Gr. Floor, Area of floor: 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor: 350 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete

 Total:	2350 sq ft	3/-	14,44,500 /-	
Total .	2000 04 11	0.1	1 - 1 - 1 - 1 - 1	

### ord Details :

Name; Address, Photo, Finger print and Signature

Smt SIKHA MONDAL

Wife of Shri Gopal Mondal Executed by: Self, Date of Execution: 19/08/2021

Name

, Admitted by: Self, Date of Admission: 19/08/2021 ,Place

: Office



Finger Print

Sikha Mondal

Signature

19/08/2021

Kamrabad Mandirtala, City:-, P.O:- Sonarpur, P.S:-Sonarpur, District:-South24-Parganas, West Bengal, India, PIN:- 700150 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BIxxxxxx0K, Aadhaar No: 76xxxxxxxx5432, Status :Individual, Executed by: Self, Date of Execution: 19/08/2021

, Admitted by: Self, Date of Admission: 19/08/2021 ,Place: Office

2 Smt REKHA SARDAR Wife of Shri Manik Lal Sardar

Executed by: Self, Date of Execution: 19/08/2021 , Admitted by: Self, Date of Admission: 19/08/2021 ,Place

: Office



19/08/2021

Rekha Sardar

Signature

Village - Tegachi, City:-, P.O:- South Garia, P.S:-Barulpur, District:-South24-Parganas, West Bengal, India, PIN:- 743613 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: INxxxxxx1E, Aadhaar No: 36xxxxxxxxx2611, Status :Individual, Executed by: Self,

Date of Execution: 19/08/2021

, Admitted by: Self, Date of Admission: 19/08/2021 ,Place: Office

3 Shri SWAPAN KUMAR MONDAL (Presentant) Son of Late Khagendra Nath Mondal

Executed by: Self, Date of Execution: 19/08/2021 , Admitted by: Self, Date of

Admission: 19/08/2021 ,Place : Office



Photo



Finger Print

Sceepan Rs. Mondel.

19/08/2021 19/08/2021

9, Broja Mohan Mondal Road, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South24-Parganas, West Bengal, India, PIN: - 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXxxxxxx5P, Aadhaar No: 57xxxxxxxx6512, Status :Individual,

Executed by: Self, Date of Execution: 19/08/2021

Admitted by: Self, Date of Admission: 19/08/2021 ,Place : Office

### Signature (charme) Shri ASHIM KUMAR MONDAL John Low Month Son of Late Khagendra Nath Mondal Executed by: Self, Date of Execution: 19/08/2021 , Admitted by: Self, Date of Admission: 19/08/2021 ,Place : Office 19/08/2021

9, Broja Mohan Mondal Road, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South24-Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AZxxxxxx2P, Aadhaar No: 67xxxxxxxx7818, Status :Individual, Executed by: Self, Date of Execution: 19/08/2021

, Admitted by: Self, Date of Admission: 19/08/2021 ,Place: Office

#### Signature Finger Print Photo Name -5 Shri MALAY KUMAR MONDAL Son of Late Khagendra Maley Kurrer Mondel. Nath Mondal Executed by: Self, Date of Execution: 19/08/2021 . Admitted by: Self, Date of Admission: 19/08/2021 Place : Office 19/08/2021

9, Broja Mohan Mondal Road, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South24-Parganas, West Bengal, India, PIN: - 700075 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AJxxxxxx0L, Aadhaar No: 30xxxxxxxx2913, Status :Individual,

Executed by: Self, Date of Execution: 19/08/2021

Admitted by: Self, Date of Admission: 19/08/2021 ,Place: Office

## Developer Details :

SI Name, Address Photo, Finger print and Signature No

10, Second Street, Modern Park (Premises No. 289, Modern Park),, City:-, P.O:- Santoshpur, P.S:-Purba RD SRIJONI CON Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, PAN No.:: ABxxxxxx6P, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details:

Name, Address, Photo Finger, p	Control of the late of the lat	Finger Print	Signature
Namo	Photo	Tingsid Mar	Thirt control of the
omt DIPTI DAS  Wife of Shri Ajan Kanti Das  Date of Execution - 19/08/2021, Admitted by: Self, Date of Admission: 19/08/2021, Place of			Diphi Das
dmission of Execution: Office	Aug 19 2021 12:00PM	LTI 19/08/2021	19/08/2021

Second Street, Modern Park, City:-, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxxx9H, Aadhaar No: 40xxxxxxxx2475 Status: Representative, Representative of: RD SRIJONI CON (as partner)

2 Name of San San	Photo	Finger Print	Signature
Smt PIYALI ROY Wife of Shri Abhijit Kumar Roy Date of Execution - 19/08/2021, Admitted by: Self, Date of Admission: 19/08/2021, Place of			Piyali Roy
Admission of Execution: Office	Aug 19 2021 12:00PM	LTI 19105/2021	19(56(2021

47/C, Janata Road, New Santoshpur, City:-, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx2M, Aadhaar No: 33xxxxxxxx8754 Status: Representative, Representative of: RD SRIJONI CON (as partner)

Identifier	Dotaile .
Identifier	Details .

Name Details .	Photo	Finger Print	Signature
Mr Tapesh Mishra Son of Mr Debes Kumar Misra High Court, Calcutta, City:- Kolkata, , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			Topoh Mahra
	19/08/2021	19/08/2021	19/08/2021

Identifier Of Smt SIKHA MONDAL, Smt REKHA SARDAR, Shri SWAPAN KUMAR MONDAL, Shri ASHIM KUMAR MONDAL, Shri MALAY KUMAR MONDAL, Smt DIPTI DAS, Smt PIYALI ROY

и	For property for L1	
6	From	To. with area (Name-Area)
1	Smt SIKHA MONDAL	RD SRIJONI CON-2.94067 Dec
2	Smt REKHA SARDAR	RD SRIJONI CON-2.94067 Dec
3	Shri SWAPAN KUMAR MONDAL	RD SRIJONI CON-2.94067 Dec
4	Shri ASHIM KUMAR MONDAL	RD SRIJONI CON-2.94067 Dec
5	Shri MALAY KUMAR MONDAL	RD SRIJONI CON-2.94067 Dec
Trans	fer of property for S1	<b>电影中的人员和</b> 自己的人员,但是我们没有这些事务和我们是
SI.No	From	To. with area (Name-Area)
1	Smt SIKHA MONDAL	RD SRIJONI CON-470.00000000 Sq Ft
2	Smt REKHA SARDAR	RD SRIJONI CON-470.00000000 Sq Ft
3	Shri SWAPAN KUMAR MONDAL	RD SRIJONI CON-470.00000000 Sq Ft
4	Shri ASHIM KUMAR MONDAL	RD SRIJONI CON-470.00000000 Sq Ft
5	Shri MALAY KUMAR MONDAL	RD SRIJONI CON-470.00000000 Sq Ft

### Endorsement For Deed Number: 1 - 160306390 / 2021

### 7 19-03-2024

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

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

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

Presented for registration at 11:25 hrs on 19-08-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri SWAPAN KUMAR MONDAL, one of the Executants.

### Certificate of Market Value (WB PUV) rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,41,55,939/-

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

Execution is admitted on 19/08/2021 by 1. Smt SIKHA MONDAL, Wife of Shri Gopal Mondal, Kamrabad Mandirtala, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession House wife, 2. Smt REKHA SARDAR, Wife of Shri Manik Lal Sardar, Village – Tegachi, P.O: South Garia, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743613, by caste Hindu, by Profession House wife, 3. Shri SWAPAN KUMAR MONDAL, Son of Late Khagendra Nath Mondal, 9, Broja Mohan Mondal Road, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business, 4. Shri ASHIM KUMAR MONDAL, Son of Late Khagendra Nath Mondal, 9, Broja Mohan Mondal Road, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business, 5. Shri MALAY KUMAR MONDAL, Son of Late Khagendra Nath Mondal, 9, Broja Mohan Mondal Road, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Service

Indetified by Mr Tapesh Mishra, , , Son of Mr Debes Kumar Misra, High Court, Calcutta, P.O. GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 19-08-2021 by Smt DIPTI DAS, partner, RD SRIJONI CON (Partnership Firm), 10, Second Street, Modern Park (Premises No. 289, Modern Park),, City:-, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075

Indetified by Mr Tapesh Mishra, , , Son of Mr Debes Kumar Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 19-08-2021 by Smt PIYALI ROY, partner, RD SRIJONI CON (Partnership Firm), 10, Second Street, Modern Park (Premises No. 289, Modern Park),, City:-, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075

Indetified by Mr Tapesh Mishra, , , Son of Mr Debes Kumar Misra, High Court, Calcutta, P.O. GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 8,060/- (B = Rs 8,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 8,028/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/08/2021 4:45PM with Govt. Ref. No: 192021220055405801 on 18-08-2021, Amount Rs: 8,028/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 66112829 on 18-08-2021, Head of Account 0030-03-104-001-16

Tified that required Stamp Duty payable for this document is Rs. 40,071/- and Stamp Duty paid by Stamp Rs 500/-, /y online = Rs 39,571/-

Description of Stamp

Stamp: Type: Impressed, Serial no M105524, Amount: Rs.500/-, Date of Purchase: 09/08/2021, Vendor name:

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18:08:2021 4:45PM with Govt. Ref. No: 192021220055405801 on 18-08-2021, Amount Rs: 39,571/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 66112829 on 18-08-2021, Head of Account 0030-02-103-003-02



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

ertificate of Registration under section 60 and Rule 69.
egistered in Book - I
blume number 1603-2021, Page from 205335 to 205387
eing No 160306390 for the year 2021.





Digitally signed by DEBASISH DHAR Date: 2021.09.09 15:12:19 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/09/09 03:12:19 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)

DATED THIS 1971DAY OF AUGUST 2021

BETWEEN

SMT. SIKHA MONDAL & ORS.

**OWNERS** 

AND

RD SRIJONI CON

DEVELOPER

DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER POWER OF ATTORNEY

MR. DEBES KUMAR MISRA WITH
SOMESH MISHRA & TAPESH MISHRA
ADVOCATES
HIGH COURT, CALCUTTA
69/1, BAGHAJATIN PLACE
(NEAR BAGHAJATIN RLY. STN.)
KOLKATA-700086.
PH. 2425-0490
MOBILE: 9830236148
9051446430, 9836115120.