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Rs. 100 ONE **HUNDRED RUPEES**

भारत INDIA INDIA NON JUDICIAL

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certified that the document is admitted to registration. The signature sheets and the endroesement sheets attached with the decument are the up t of this document.

> District Sub-Register-It Alipore, South 24-pargan-

> > 3 0 JUN 2023

DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER POWER OF ATTORNEY is made this the 30th day of June Two Thousand and Twenty-three (2023)

BETWEEN

(1) SMT. ANJU ROY, (PAN - ALOPR1124P), (Aadhaar No.4762 6670 8706), wife of Sri Sanjeet Kumar Roy, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas and (2) SMT. SAYANTANI GHOSH, (PAN - BOBPG3399Q), (Aadhaar No. 7562 6878 6387), wife of Sri Debasish Mondal and daughter of Sri Sudhir Kumar Ghosh, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at BL-N/W, 3rd Floor, Flat No. C-1, 3, Ram Lal Bazar, P.O. Haltu, P.S. Garfa, Kolkata – 700078, District – South 24-Parganas and also at 941, Kalikapur Road, P.O. Mukundapur, P.S. Garfa, Kolkata – 700099, District – South 24-Parganas, hereinafter jointly called and referred to as the OWNERS/FIRST PARTY (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their legal heirs, executors, legal representatives, administrators and assigns) of the FIRST PART

AND

"GHARBARI", (PAN – AFPPR0028F), a Proprietorship Firm, having its registered office at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas, represented by its sole Proprietor namely SRI SANJEET KUMAR ROY, (PAN – AFPPR0028F), (Aadhaar No. 6944 8719 1024), son of Sri Rabindra Prasad Roy, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas, hereinafter called the DEVELOPER (which expression unless repugnant to the context shall mean and include its heir/ heirs, executor/ executors, administrator/ administrators, assign/ assigns, representative/ representatives, successors-in-office and successors-in-interest) of the SECOND PART.

WHEREAS one Tarak Nath Baidya, was the Owner and possessor of a big plot of land measuring 7 Acres consisting in different Dags including R.S. Dag No.17/43, under R.S. Khatian No.3 and also other property in Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, the then District 24-Parganas, present District – South 24-Parganas and would pay the necessary annual taxes in the serastha of zamindar and after his death his five sons namely Debendra Nath Baidya, Jogendra Nath Baidya, Mohendra Nath Baidya alias Monindra Nath Baidya, Rajendra Nath Baidya and Satish Chandra

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Baidya, inherited their father's property and their names were published in separate Khanda Khatians during Revisional Settlement Operation and each having undivided 1/5th share of the total property.

AND WHEREAS out of the aforesaid five sons of deceased Tarak Nath Baidya, one of his said son namely Rajendra Nath Baidya died intestate leaving behind him, his surviving three sons namely Bijoy Krishna Baidya, Palan Chandra Baidya and Haran Chandra Baidya to inherit his share of the aforesaid property as such who became the joint owners of the undivided 1/5th share of the said property left by their father and their names also had been recorded in their respective share in the R.S. Record of Rights.

AND WHEREAS by a Deed of Partition dated 29.06.1949, registered in the office of S.R. Alipore and recorded in Book No.1, Volume No.61, Pages from 158 to 175, Deed No.3398 for the year 1949, said Mohendra Nath Baidya and aforesaid co-owners partitioned their said total property amongst themselves by meats and bounds and in terms of said registered Deed of Partition said Mohendra Nath Baidya absolutely obtained the entire property in R.S. Khatian No.3 and a few property under Khatian No.38 of same Mouza.

AND WHEREAS said Mohendra Nath Baidya died intestate leaving behind his only one son namely Biswanath Baidya as his only legal heirs and successors to inherit the said property left by him as per Hindu Succession Act, 1956.

AND WHEREAS by virtue of a registered Deed of Sale dated 16.02.1981, registered in the District Sub-Registrar, Alipore and entered into Book No. 1, Volume No.24, at Pages 248 to 254, Deed No.1679 for the year 1981, said Sri Biswanath Baidya as the legal heir and successor of the said Mohendra Nath Baidya sold, conveyed, transferred, assigned and granted a big plot of land measuring an area of 04 (Four) Bighas comprising in R.S. Dag No.18, under Khatian No.3, measuring land area of 01 Cottah 04 Chittacks 35 Sq.ft. and in R.S. Dag No.17/43, under Khatian No.3, measuring land area of 03 (Three) Bighas 18 (Eighteen) Cottahs 07 Seven) Chittacks 10 (ten) Sq.ft. and in R.S. Dag No.40, under Khatian No.38, measuring land area of 04 (Four) Chittacks and in R.S. Dag No.40, under Khatian No.38, measuring land area of 04 (Four) Chittacks situated at Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂, in favour Sri Nantu Paul Roy, son of Late Hem Chandra Pal Roy, residing at 11/12, Bijoygarh, P.S. Jadavpur, Kolkata - 700032.

AND WHEREAS said Sri Nantu Pal Roy, divided and fragmented his entire purchased plot of land into several small plots of land and thereafter said Sri Nantu Paul Roy sold and transferred his maximum plot of land in favor of Third party save and except the land area of 12 Cottahs.

AND WHEREAS by virtue of a registered Deed of Sale dated 14.08.1985, registered in the office of District Sub-Registrar, Alipore and entered into Book No. 1, Volume No.191, at Pages 474 to 483, Deed No.11477 for the year 1985, said Sri Nantu Pal Roy, sold, conveyed, transferred, assigned and granted one plot of land measuring net land area of 05 (Five) Cottahs 03 (Three) Chittacks 24 (twenty four) Sq.ft. and road area measuring 12 (twelve) Chittacks 21 (Twenty one) Sq.ft. i.e. total gross land area of 06 (Six) Cottahs being Plot No.8 out of his remaining plot of land comprising in R.S. Dag No.17/43, under R.S. Khatian No.3 of said Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂, in favour Smt. Sabitri Sinha, wife of B.P. Sinha, residing at 3, Madan Street, P.S. Boubazar, Kolkata – 700072.

AND WHEREAS by virtue of a registered Deed of Sale dated 18.10.1985, registered in the office of District Sub-Registrar, Alipore and entered into Book No. 1, Deed No.14770 for the year 1985, said Sri Nantu Pal Roy, sold, conveyed, transferred, assigned and granted part of the land measuring an area of 14 (Fourteen) Cottahs 09 (Nine) Chittacks 22 (twenty two) Sq.ft. comprising in R.S. Dag No.17/43, under R.S. (Nine) Chittacks 22 (twenty two) Sq.ft. comprising in R.S. Dag No.151, R.S. No.8¹/₂, Khatian No.3 of said Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂, in favour of Sri Mrinal Porel, son of Sri Monmatha Porel, residing at Das Para, Sonarpur, District South Parganas.

AND WHEREAS by virtue of a registered Deed of Sale dated 13.12.1985, registered in the office of Additional District Sub-Registrar, Alipore and entered into Book No. 1, Volume No.180, at Pages 129 to 137, Deed No.9957 for the year 1985, said Sri Mrinal Porel, sold, conveyed, transferred, assigned and granted one plot of land measuring net land area of 03 (Three) Cottahs 02 (Two) Chittacks 02 (two) Sq.ft. and road area of 07 (Seven) Chittacks 20 (twenty) Sq.ft. i.e. gross land area of 03 (Three) Cottahs 09 (Nine) Chittacks 22 (twenty two) Sq.ft. being Plot No.7 comprising in R.S. Cottahs 09 (Nine) Chittacks 22 (twenty two) Sq.ft. being Plot No.7 comprising in R.S. Dag No.17/43, under R.S. Khatian No.3 of said Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂, in favour Smt. Sabitri Sinha, wife of B.P. Sinha, residing at 3, Madan Street, P.S. Boubazar, Kolkata – 700072.

and as

AND WHEREAS by virtue of a registered Deed of Sale dated 10.12.1997, registered in the office of District Sub-Registrar-III, Alipore and entered into Book No. 1, Volume No.106, at Pages 91 to 100, Deed No.4061 for the year 2000, said Smt. Sabitri Sinha, sold, conveyed, transferred, assigned and granted her entire purchased plot of land measuring net land area of 03 (Three) Cottahs 02 (Two) Chittacks 02 (two) Sq.ft. being said Plot No.7 comprising in R.S. Dag No.17/43, under R.S. Khatian No.3 of said Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂, in favour Sri Satyendra Narayan Sinha, son of Late Parameshwar Dayal Sinha, residing at 3/A, Madan Street, Kolkata – 700072.

AND WHEREAS by virtue of another registered Deed of Sale dated 10.12.1997, registered in the office of District Sub-Registrar-III, Alipore and entered into Book No. 1, Volume No.106; at Pages 101 to 110, Deed No.4062 for the year 2000, said Smt. Sabitri Sinha, again sold, conveyed, transferred, assigned and granted her entire purchased plot of land measuring net land area of 05 (Five) Cottahs 03 (Three) Chittacks 24 (twenty four) Sq.ft. being said Plot No.8 comprising in R.S. Dag No.17/43, under R.S. Khatian No.3 of said Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂, in favour Sri Satyendra Narayan Sinha, son of Late Parameshwar Dayal Sinha, residing at 3/A, Madan Street, Kolkata – 700072.

AND WHEREAS by virtue of a registered Deed of Sale dated 14.12.2000, registered in the office of District Sub-Registrar-III, Alipore and entered into Book No. 1, Volume No.137, at Pages 273 to 291, Deed No.5328 for the year 2000, said Sri Satyendra Narayan Sinha, sold, conveyed, transferred, assigned and granted his said purchased plot of land measuring net land area of 05 (Five) Cottahs 03 (Three) Chittacks 24 (twenty four) Sq.ft. being Plot No.8 comprising in R.S. Dag No.17/43, under R.S. Khatian No.3 of said Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂, in favour Mr. Harry Bose, son of Late Samiran Bose and Smt. Madhumita Bose, wife of Mr. Harry Bose, both are residing at 2nd Floor, Premises No.171B, Block G, New Alipore, P.S. New Alipore, Kolkata – 700053.

AND WHEREAS by virtue of a registered Deed of Sale dated 14.12.2000, registered in the District Sub-Registrar-III, Alipore and entered into Book No. 1, Volume No.137, at Pages 292 to 309, Deed No.5329 for the year 2000, said Sri Satyendra Narayan Sinha, again sold, conveyed, transferred, assigned and granted his said remaining purchased plot of land measuring net land area of 03 (Three) Cottahs 02

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(Two) Chittacks 02 (two) Sq.ft. being Plot No.7 comprising in R.S. Dag No.17/43, under R.S. Khatian No.3 of said Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂, in favour the said Mr. Harry Bose, son of Late Samiran Bose, and Smt. Madhumita Bose, wife of Mr. Harry Bose, both are residing at 2nd Floor, Premises No.171B, Block G, New Alipore, P.S. New Alipore, Kolkata – 700053.

AND WHEREAS in the above said manner by virtue of two separate registered Deed of Sale vide Deed No.5328 and 5329 for the year 2000 said Mr. Harry Bose and Smt. Madhumita Bose, jointly purchased the total land area measuring 08 (Eight) Cottahs 05 (Five) Chittacks 26 (twenty six) Sq.ft. more or less comprising in R.S. Dag No.17/43, under R.S. Khatian No.3 of said Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂ and thereafter they jointly mutated their names in the record of the Ld. BL & LRO vide Mutation Case No.625 of 2001 and 624 of 2001.

AND WHEREAS by virtue of a registered Deed of Sale dated 27.04.2007, registered in the A.R.A. 1, Kolkata and entered into Book No. 1, Volume No.1, at Pages 1 to 21, Deed No.01335 for the year 2008, said Mr. Harry Bose and Smt. Madhumita Bose jointly sold, conveyed, transferred, assigned and granted their entire purchased plot of land measuring net land area of 08 (Eight) Cottahs 05 (Five) Chittacks 26 (twenty six) Sq.ft. more or less comprising in R.S. Dag No.17/43, under R.S. Khatian No.3 of said Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂ in favour of the previous Owners namely (1) Mr. Robin Michael Corner, son of Montague Arthur Joseph Corner and (2) Mrs. Priscilla Anne Corner, wife of Mr. Robin Michael Corner, both of 4B, Chapel Road, Hastings, P.O. Hastings, P.S. Hastings, Kolkata – 700022 or a valuable consideration as mentioned therein.

AND WHEREAS after purchase said previous Owners namely (1) Mr. Robin Michael Corner and (2) Mrs. Priscilla Anne Corner as the lawful joint owners seized and possessed of the said plot of land and mutated their names in respect of their aforesaid purchased property in the record of the K.M.C. known and numbered as K.M.C. Premises No. 2113, Mukundapur, being Assessee No.31-109-07-9176-3, within K.M.C. Ward No.109, under presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700099, District – South 24-Parganas and had been paying the necessary taxes to the K.M.C. and had been enjoying the said plot of land.

AND WHEREAS in the mean time L.R. Operation was done in Chakganiagachi area and the said plot of land recorded and published in L.R. Record of

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Right in the name of the said Mohendra Nath Baidya vide L.R. Khatian No.23, comprising in L.R. Dag No.17/43 of said Mouza - Chakganiagachi, J.L. No.24.

AND WHEREAS thus the said Mr. Robin Michael Corner and Mrs. Priscilla Anne Corner become the absolute joint owners of the entire plot of land measuring an area of 08 (Eight) Cottahs 05 (Five) Chittacks 26 (Twenty six) Sq.ft. more or less situated at Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂, comprising in R.S. Dag No.17/43, under R.S. Khatian No.3, corresponding to L.R. Dag No.17/43, in R.S. Dag No.17/43, winder R.S. Khatian No.23, known as K.M.C. Premises No.2113, Mukundapur, being under L.R. Khatian No.23, known as K.M.C. Ward No.109, under presently P.S. Assessee No.31-109-07-9176-3, within K.M.C. Ward No.109, under presently P.S. Purba Jadavpur, Kolkata – 700099, District – South 24-Parganas. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700099, District – South 24-Parganas. But as per physical measurement the land area found 08 (Eight) Cottahs 05 (Five) Chittacks But as per physical measurement the land area found 08 (Eight) Cottahs of the property exhausted due to the extension of the adjacent road of the property.

AND WHEREAS while seized and possessed of said Mr. Robin Michael Corner and Mrs. Priscilla Anne Corner declared to sell their aforesaid land and property and the present OWNERS herein as the Purchasers namely SMT. ANJU ROY and SMT. SAYANTANI GHOSH purchased the said property measuring net land area of 08 (Eight) Cottahs 05 (Five) Chittacks 25.069 (Twenty five point zero six nine) Sq.ft. as per present physical measurement together with one asbestos shed measuring an area of 120 (One hundred and Twenty) Sq.ft. more or less situated in Mouza -Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.81/2, comprising in R.S. Dag No.17/43, under R.S. Khatian No.3, corresponding to L.R. Dag No.17/43, under L.R. Khatian No.23, known as K.M.C. Premises No.2113, Mukundapur, being Assessee No.31-109-07-9176-3, within K.M.C. Ward No.109, under presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata - 700099, District - South 24-Parganas including all easement rights upon the land and adjacent common passage of the land as described in the SCHEDULE - A below by virtue of a registered Deed of Conveyance dated 05.03.2021, registered in the Office of District Sub-Registrar - III, Alipore, South 24-Parganas and entered into Book No.1, Volume No.1603-2021, Pages from 44968 to 44999, Being No. 160301599 for the year 2021.

AND WHEREAS after purchase the present OWNERS have filed applications before the Ld. B.L. & L.R.O. Office for necessary Mutation and the concerned B.L. & L.R.O. department mutated the above mentioned land under L.R. Record of Rights vide L.R.

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Khatian Nos. 440 & 441, in L.R. Dag No. 17/43 in the name of present OWNERS No. 1 & 2 respectively.

AND WHEREAS thereafter the present OWNERS converted the land from 'Beel' to 'Bastu' in nature from the Office of the Additional District Magistrate & District Land & Land Reforms Officer, South 24-Parganas, New Treasury Building (8th & 9th Floor), Alipore vide Conversion Case No. 746 / 2022, Memo Nos. 51 A (C)/746/9784/P/22 and 51 A (C)/746/9783/P/22 both dated 12.09.2022 against their ownership plot of land.

AND WHEREAS thereafter the present OWNERS have also jointly mutated their names in the record of K.M.C. in respect of their aforesaid purchased property known as K.M.C. Premises No.2113, Mukundapur, being Assessee No.31-109-07-9176-3, within K.M.C. Ward No.109, under presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700099, District – South 24-Parganas and have been enjoying the said property without any interruption and hindrances by anybody else and also paying the regular taxes thereof to the K.M.C. authority in respect of the said property.

AND WHEREAS subsequently the present OWNERS have taken necessary 'No Objection Certificate' from the Competent Authority, ULC & S.D.O. Alipore, Sadar, 24-Parganas(S) vide Memo No. 4653/ULC/Alipore/2022 dated 11.11.2022 as there is no excess land under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 in respect of the above mentioned Premises No.2113, Mukundapur, Kolkata - 700099 for the sanction of the building plan from the K.M.C.

AND WHEREAS thus the present OWNERS herein becomes the absolute joint recorded Owners of the said plot of 'Bastu' land measuring net land area of 08 (Eight) Cottahs 05 (Five) Chittacks 25.069 (Twenty five point zero six nine) Sq.ft. as per present physical measurement together with one asbestos shed measuring an area of 120 (One hundred and Twenty) Sq.ft. more or less situated in Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂, Additional District Sub-Registration Office Sealdah, District Registration Office at Alipore, comprising in R.S. Dag No.17/43, under R.S. Khatian No.3, corresponding to L.R. Dag No.17/43, under L.R. Khatian Nos. 440 & 441, known as K.M.C. Premises No.2113, Mukundapur, being Assessee No.31-109-07-9176-3, within K.M.C. Ward No.109, under presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700099, District – South 24-Parganas and the entire property as described in the SCHEDULE – A and the present OWNERS are

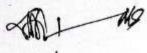


in possession and have been enjoying their absolute ownership and possession of the said land as free from all encumbrances.

AND WHEREAS the present OWNERS now decided to develop the SCHEDULE -'A' mentioned property by constructing a Ground Plus Four storied building with Lift facility, comprising of a number of residential flats on the different floors and Car Parking Spaces, but due to paucity of fund, lack of technical knowledge, experience in the field of construction, has now decided to do the same by appointing a DEVELOPER, who is financially and technically sound to construct a Ground Plus Four storied building with Lift facility upon the aforesaid property as per the sanction building plan to be sanctioned from The Kolkata Municipal Corporation.

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 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 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 for Specification of Building Construction.

herein has agreed to make the construction of the proposed Ground Plus Four storied building with lift facility in flat systems for residential and other purposes 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. The OWNERS shall jointly get entire complete Second Floor consisting of three Nos. of residential flat together with the OWNERS shall also jointly get three Nos. of Car Parking Space on the Ground Floor of the proposed building each measuring 135 (One hundred and Thirty-five) Sq.ft. more or less. Besides above the OWNERS herein shall also jointly get in equal ration from the DEVELOPER a non-refundable sum of Rs.1,00,00,000/- (Rupees One Crore) only out of which (i) Rs.1,00,000/- (Rupees One Lac) only is being paid at the time of execution and registration of this Development Agreement as mentioned in the

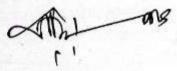


Memo of Consideration below and balance (ii) Rs.99,00,000/- (Rupees Ninety-nine Lac) only is to be paid on or before handing over the possession of Owners' Allocation as mentioned above. The OWNERS shall also enjoy the undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE - A and C below. This is called the OWNERS' ALLOCATION as described in the SCHEDULE - B below.

AND WHEREAS the DEVELOPER herein shall get the rest construction of Flats, Shop/s and Car Parking Space/s in the proposed building (excluding the OWNERS' Allocation). The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The DEVELOPER shall erect the proposed Ground Plus Four storied building with lift facility at its own cost and its supervision and labour to be erected as per annexed specification as well as the building plan to be sanctioned from K.M.C. and to meet up such expenses the DEVELOPER shall collect the entire consideration amount 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.

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

- DEFINITION: Unless there is anything repugnant to the subject or context the terms:
- owners: shall mean (1) SMT. ANJU ROY, wife of Sri Sanjeet Kumar Roy, residing at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office Mukundapur, Police Station Garfa, Kolkata 700099, District South 24-Parganas and (2) SMT. SAYANTANI GHOSH, wife of Sri Debasish Mondal and daughter of Sri Sudhir Kumar Ghosh, residing at BL-N/W, 3rd Floor, Flat No. C-1, 3, Ram Sri Sudhir Kumar Ghosh, residing at BL-N/W, 3rd Floor, Flat No. C-1, 3, Ram Lal Bazar, P.O. Haltu, P.S. Garfa, Kolkata 700078, District South 24-Parganas and also at 941, Kalikapur Road, P.O. Mukundapur, P.S. Garfa, Kolkata 700099, District South 24-Parganas,, the Party of the FIRST PART Kolkata 700099, District South 24-Parganas,, the Party of the FIRST PART herein and their legal heir/heirs, executor/ executors, administrator/administrators, and legal representative/ representatives.



- (b) DEVELOPER: shall mean "GHARBARI", a Proprietorship Firm, having its registered office at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office Mukundapur, Police Station Garfa, Kolkata 700099, District South 24-Parganas, represented by its sole Proprietor namely SRI SANJEET KUMAR Parganas, represented by its sole Proprietor namely SRI SANJEET KUMAR ROY, son of Sri Rabindra Prasad Roy, residing at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office Mukundapur, Police Station Garfa, Kolkata 700099, District South 24-Parganas, the Party of the SECOND PART herein for the time being and its respective successors or successors in interest, representatives, administrators and assigns.
 - (c) TITLE DEED: shall mean the documents referred to hereinabove in the recital.
 - (d) PROPERTY: shall mean the Property measuring net land area of 08 (Eight)

 Cottahs 05 (Five) Chittacks 25.069 (Twenty five point zero six nine) Sq.ft. as
 per present physical measurement together with one asbestos shed measuring
 an area of 120 (One hundred and Twenty) Sq.ft. more or less situated in

 Mouza Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8¹/₂, Additional

 District Sub-Registration Office Sealdah, District Registration Office at
 Alipore, comprising in R.S. Dag No.17/43, under R.S. Khatian No.3,
 corresponding to L.R. Dag No.17/43, under L.R. Khatian Nos. 440 & 441,
 known as K.M.C. Premises No.2113, Mukundapur, being Assessee No.31-10907-9176-3, within K.M.C. Ward No.109, under presently P.S. Panchasayar,
 formerly P.S. Purba Jadavpur, Kolkata 700099, District South 24-Parganas, as
 mentioned and described in the SCHEDULE 'A' hereunder written.
 - (e) BUILDING: shall mean the proposed Ground Plus Four storied building with Lift facility to be constructed on the said property as per building plan to be sanctioned by the K.M.C. at the cost of the DEVELOPER.
 - (f) COMMON FACILITIES AND AMENITIES: shall include corridors, landings, stair ways, ultimate roof of the building, passage-ways, driveways, common toilet in the Ground Floor of the proposed multi-storied building with Lift facility and care taker's room on Ground Floor of the proposed building, Lift and lift room of the building, meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the SCHEDULE "C" hereunder written which may be mutually

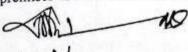
agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.

- (g) OWNERS' ALLOCATION: The entire OWNERS' ALLOCATION is described in the SCHEDULE - B below. The OWNERS shall also enjoy undivided proportionate share of land and also right to use the common rights and facilities of the building as mentioned in the SCHEDULE - A and C below. This is called the OWNERS' ALLOCATION as described in the SCHEDULE - B below.
 - (h) DEVELOPER'S ALLOCATION: The entire DEVELOPER'S ALLOCATION is described in the SCHEDULE - D below. The DEVELOPER shall also enjoy the common rights and undivided proportionate share of land of the Premises.
 - (i) THE ARCHITECT: 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 to be prepared by the Planner/Architect of the DEVELOPER for the construction of the proposed Ground Plus Four storied building with lift facility to be sanctioned by The Kolkata Municipal Corporation Borough Office XII 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.
 - (l) 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.
 - 2. THIS AGREEMENT: shall take effect from the date of execution of this agreement.

- THE OWNERS DECLARE as follows:
- (a) That they are the absolute recorded Owners and seized and possessed of and/or well and sufficiently entitled to the property as described in the SCHEDULE - A below.
- (b) That the entire 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 and there is no other co-sharer in this property except the OWNERS herein.
- 4. THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT as followings:
- (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 plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER and the OWNERS shall give full co-operation to the DEVELOPER for the same as and when required.
 - (b) (i) OWNERS' ALLOCATION: the DEVELOPER shall give the OWNERS as the OWNERS' ALLOCATION as described in the SCHEDULE 'B' hereunder written after completion of the project.
 - (ii) DEVELOPER'S ALLOCATION: the DEVELOPER shall enjoy the rest construction of the building as described in the SCHEDULE-D below.
 - by the **DEVELOPER** for the purpose of obtaining necessary approval and sanction of the building plan and the alternation/ modification/verification of the sanctioned building plan from the appropriate authorities shall be prepared signed and submitted by the **DEVELOPER** in the name of the **OWNERS** and also at the cost of **DEVELOPER** and if any addition/alteration/modification of making further plans for proposed construction are required the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption.

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- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such addition/alteration/modification plan or further plans to be approved by the appropriate authorities and 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-Firm shall erect the building in the said premises as per building plan to be sanctioned by K.M.C. at the cost of the DEVELOPER and for the same the OWNERS shall put their signature as and when necessary and during construction or after construction the DEVELOPER shall sell only the Developer's portion together with proportionate undivided land share 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 consisting of flats and Car Parking Spaces, commercial portions thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the DEVELOPER.
 - building with Lift facility and carry out all the acts through its men or agents in such manner which the **DEVELOPER** shall think fit and proper for such construction of the said proposed building according to the K.M.C. building plan and shall also 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 name of the OWNERS and represent her 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 to the DEVELOPER for facilitating the proposed project.
- building at the said premises in accordance with the K.M.C. building plan and also as per annexed specifications and the DEVELOPER shall take all the responsibility and risk regarding the construction of the proposed building and the DEVELOPER further declares that it shall 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 peaceful vacant possession therein by the DEVELOPER whichever is later and 6 (Six) months grace period.
- (k) That the DEVELOPER shall install pump operated water connection through water lines in each floors/flats, for K.M.C. water, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities including lift in the said building at its own cost as required to be provided in the new building to be constructed by the DEVELOPER on ownership basis and as mutually agreed upon.
- THE OWNERS HEREBY AGREES AND CONVENANTS WITH THE DEVELOPER as follows:-
- (i) 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.
- (ii) The OWNERS positively give vacant possession of the property as mentioned in the SCHEDULE 'A' hereunder to the DEVELOPER for making construction work of

the proposed building as per sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the DEVELOPER within 30 (Thirty) months from the date of sanction of the building plan and also from the date of taking over peaceful vacant possession therein by the DEVELOPER whichever is later and 6 (Six) months grace period.

- (iii) The DEVELOPER shall sell the flats, Car Parking Spaces, portions etc. of the proposed building, from the DEVELOPER'S ALLOCATION (strictly excluding the Owners' Allocation as described in the SCHEDULE B below) as described in the SCHEDULE 'D' hereunder written TOGETHER WITH proportionate undivided share of land of the said property 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 Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the DEVELOPER'S ALLOCATION.
 - The OWNERS hereby empower and authorize the DEVELOPER to do this project in connection with the said property as described in the SCHEDULE A 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. and for the same the OWNERS shall execute and register a Development Power of Attorney in favour of the DEVELOPER.

6. THE OWNERS HEREIN EXECUTE THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:

The OWNERS namely, (1) SMT. ANJU ROY, (PAN - ALOPR1124P), (Aadhaar No.4762 6670 8706), wife of Sri Sanjeet Kumar Roy, by faith -Hindu, by Occupation - Business, by Nationality - Indian, residing at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office - Mukundapur, Police Station - Garfa, Kolkata - 700099, District - South 24-Parganas and (2) SMT. SAYANTANI GHOSH, (PAN - BOBPG3399Q), (Aadhaar No. 7562 6878 6387), wife of Sri Debasish Mondal and daughter of Sri Sudhir Kumar Ghosh, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at BL-N/W, 3rd Floor, Flat No. C-1, 3, Ram Lal Bazar, P.O. Haltu, P.S. Garfa, Kolkata - 700078, District - South 24-Parganas and also at 941, Kalikapur Road, P.O. Mukundapur, P.S. Garfa, Kolkata - 700099, District - South 24-Parganas, as the PRINCIPALS do hereby appoint "GHARBARI", (PAN - AFPPR0028F), a Proprietorship Firm, having its registered office at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office - Mukundapur, Police Station - Garfa, Kolkata -700099, District - South 24-Parganas, represented by its sole Proprietor namely SRI SANJEET KUMAR ROY, (PAN - AFPPR0028F), (Aadhaar No. 6944 8719 1024), son of Sri Rabindra Prasad Roy, by Faith - Hindu, by Occupation -Business, by Nationality - Indian, residing at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office - Mukundapur, Police Station - Garfa, Kolkata - 700099, District - South 24-Parganas, as their lawful Attorney on their behalf to do the following acts in respect of their property known as K.M.C. Premises No. 2113, Mukundapur, being Assessee No.31-109-07-9176-3, within the Jurisdiction of The Kolkata Municipal Corporation Ward No. 109, under P.S. Panchasayar, Kolkata - 700 099, District - South 24-Parganas as morefully 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 service of any summons or any notice issued by any authority, shall be received by our said Lawful Attorney.

- iii. To sign and verify and plaint, written, statements, petition of claim and 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 A hereunder written in any such Court or Office.
- 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 record of Ld. B.L. & L.R.O. within the jurisdiction 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 as and when necessary on our behalf.
- 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, addition and/or alteration Plan and/or modified Plan and/or completion Building Plan for our said

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property and sign all the papers related thereto and to sign the same on our behalf the addition and/or alteration and/or 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 the 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 - A 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 with lift facility which is being 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 as mentioned in the SCHEDULE A 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, may be required for necessary sanction, modification, revised and/or addition 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 addition

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and/or alteration of Development plans for the above mentioned property and also for the interest of the proposed project.

- xiv. To pay fees for obtaining the addition, alteration, modification and/or revised plan and such other orders and permissions from the necessary authorities on behalf of the landowners as required for sanction, modification, addition 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 modification addition, alteration, 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 deem fit and proper.
- To apply for obtaining electricity gas, water sewerage, drainage, lift, 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 plan for 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 consumption of the building on the said property as aforesaid.
- 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.

xxii. 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.

xxiii. To advertise in different news papers and display, hoarding in different places, and also to engage agency or agencies for 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 at any consideration price to be fixed up only by the DEVELOPER.

xxiv. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/Car Parking Space 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 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.

District Sub-Registrar, Sealdah, 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, Deed of Boundary Declaration 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 said registered Development Agreement or any part alongwith the proportionate share of land by the Developer i.e. the Attorney herein.

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 institute 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, 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 free, 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 on behalf of the **OWNERS** in respect of the said property by virtue of this Power of Attorney.

AND GENERALLY TO act as the said Attorney in relation to all matters touching the said property and on our behalf to do all instruments, acts, nature, deeds and things as fully and effectually as the Land Owners would do if we would personally present.

AND the Land Owners hereby ratify and confirm and agree or undertake and whatsoever their said Attorney appointed under this Power herein above contained shall lawfully do or cause to be done in the right of or by virtue of these presents including such confirmation and other works.

- 7. THE DEVELOPER DOTH HEREBY AGREE AND COVENANT 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 without prejudice right, title and interest of the LAND OWNERS.
- (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 peaceful vacant possession therein by the DEVELOPER whichever is later and 6 (Six) months grace period. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, 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 as per its requirement after negotiation and/or discussion with the Land Owners to cover 'Force Majeure' 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) The DEVELOPER shall act as per the terms and conditions of this Agreement.
- (vi) The DEVELOPER herein shall bear the cost of the sanction building plan, soil test and supervision for construction of the proposed building and also Completion Certificate of the building. The OWNERS shall have to pay the K.M.C. taxes and monthly maintenance of their allocation after getting possession/completion certificate from K.M.C. which ever is earlier. The DEVELOPER shall pay the taxes for the period of construction of the 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...
- (vii) The complete construction specification shall be part of the agreement under annexure X.

8. MUTUAL COVENANT AND INDEMNITIES :-

- (i) The OWNERS hereby undertake that the DEVELOPER shall be entitled to do the entire proposed construction including the OWNERS' ALLOCATION and the DEVELOPER shall enjoy its Allocation without interference or disturbances from the end of the OWNERS, 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.
- (ii) The OWNERS are executing and registering a Development Power of Attorney by 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.

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- (iii) The OWNERS shall hand over the original Deed, all link deeds and other original papers in respect of the property to the DEVELOPER at the time of execution and registration of this agreement and for the same the DEVELOPER shall issue a receipt in favour of the OWNERS herein and such documents shall be handed over to the Association of the building after completion of the project alongwith registration of entire Developer's Allocation in presence of the flat owners of the proposed building including the OWNERS herein.
- (iv) The OWNERS shall have to pay the necessary maintenance of the building and also the proportionate taxes after taking delivery of the Owners' Allocation. The DEVELOPER shall pay the taxes for the period of construction of the building in respect of 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 during pendency of this Agreement if the OWNERS leave this material world, their legal heirs/successors shall inherit the Schedule A mentioned property as per Hindu Succession Act, 1956 and thereafter the legal heirs of the present OWNERS herein shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the DEVELOPER by executing Supplementary Agreement. The OWNERS' ALLOCATION shall then remain unchanged and thereafter such legal heirs of the OWNERS shall execute the fresh Supplementary Agreement and Development Power of Attorney in favour of the DEVELOPER herein without raising any objection and it is also noted that if any partner of the Developer's firm leaves this material world during this project work their legal heirs shall then continue this project as per the terms and condition of the firm.
 - (vi) The OWNERS shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depends upon. The OWNERS shall execute and register Deed of Declaration/s for the interest and benefit of the project relating to the Premises as and when required.
 - (vii) That the OWNERS shall clear up all the previous outstanding KMC taxes, khajna, if any, of the Schedule A mentioned property and shall give a copy of Assessment

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Book copy and IB Copy issued by K.M.C. to the **DEVELOPER**. The **DEVELOPER** shall pay the taxes during construction of the proposed building.

- (viii) That by virtue of entering into this Development Agreement, the Landowners undertake that upon completion of the construction activities, obtaining the Completion Certificate, possession to the constructed area falling within the share of the Owners, would be handed over to the Owners by the Developer, upon the Owners paying their share of the Goods & Service Tax (GST) as and when applicable through the Developer as per Law of the Land. The liability of paying the Owners' share of Goods and Services Tax shall arise at the time when the Developer transfers possession or the right in the constructed complex, building or civil structure to the Owners, supplying the development rights by entering into a Conveyance Deed or similar instrument (e.g. Allotment letter).
- (ix) The DEVELOPER shall take entire financial liability of the proposed project to be done on the Premises and the OWNERS shall give full co-operation to the DEVELOPER.
- (x) The DEVELOPER shall take all the precaution at the time of construction of the building on the Premises exclusively at its cost and for the same the Owners shall not be financially liable.
- (xi) In case of any accident or death of any labour during construction the Owners shall not take any liability for such unwanted accident or death.

BE IT NOTED THAT by this Development Agreement and the related Development Power of Attorney, the DEVELOPER shall only be entitled to receive consideration money by executing Agreement/final document for transfer of property as per provisions laid down in the said documents as a DEVELOPER without getting any ownership of any part of the property under Schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/final document for transfer of property between the OWNERS and the DEVELOPER in anyway.

9. ARBITRATION:

- (i) Save and except what has been specially stated hereunder, all disputes differences between the parties arising out of the meaning, construction of this Agreement of their respective right and liabilities as per this Agreement shall be adjudicated by the Arbitrator to be appointed jointly by the Parties or of two independent Arbitrators, one to be appointed by each of the parties, who shall jointly appoint an umpire and the decision of the Arbitrators or the Umpire shall be final and conclusive on the subject as between the parties.
- (ii) Inspite of the foregoing provisions, the parties shall have right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement.

10. JURISDICTION OF THE COURT:

All disputes and differences between the parties arising out of this development work of the Premises shall be adjudicated and settled through the Learned Court of Kolkata under the jurisdiction as the property in question is situated within Kolkata.

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

ALL THAT the piece and parcel of a plot of 'Bastu' land measuring net land area of 08 (Eight) Cottahs 05 (Five) Chittacks 25.069 (Twenty five point zero six nine) Sq.ft. as per present physical measurement together with one asbestos shed measuring an area of 120 (One hundred and Twenty) Sq.ft. more or less whereon a new Ground Plus Four storied building with Lift facility shall be erected as per sanctioned building plan to be sanctioned by the K.M.C. situated in Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8½, Additional District Sub-Registration Office Sealdah, District Registration Office at Alipore, comprising in R.S. Dag No.17/43, under R.S. Khatian No.3, corresponding to L.R. Dag No.17/43, under L.R. Khatian Nos. 440 & 441, known as K.M.C. Premises No.2113, Mukundapur, Zone: (Mukundapur More – Daspara/Chak Garia), being Assessee No.31-109-07-9176-3, within K.M.C. Ward No.109, under presently

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P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata - 700099, District - South 24-Parganas and it is butted and bounded by :-

ON THE NORTH : Vacant Land being Premises No. 407, Ajoy Nagar;

ON THE SOUTH : Partly KMC Premises No.1842, Mukundapur and Partly

under construction of others;

ON THE EAST : 6050 MM wide Black Top Road;

ON THE WEST : Vacant Land of others.

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

The OWNERS shall jointly get entire complete Second Floor consisting of three Nos. of residential flats together with the OWNERS shall also jointly get three Nos. of Car Parking Space on the Ground Floor of the proposed building each measuring 135 (One hundred and Thirty-five) Sq.ft. more or less. Besides above the OWNERS herein shall also jointly get in equal ration from the DEVELOPER a non-refundable sum of Rs.1,00,00,000/- (Rupees One Crore) only out of which (i) Rs.1,00,000/- (Rupees One Lac) only is being paid at the time of execution and registration of this Development Agreement as mentioned in the Memo of Consideration below and balance (ii) Rs.99,00,000/- (Rupees Ninety-nine Lac) only is to be paid on or before handing over the possession of Owners' Allocation as mentioned above. The OWNERS shall also enjoy the undivided proportionate share of land and also the other common rights and facilities of the proposed building as mentioned in the SCHEDULE "A" above and SCHEDULE "C" herein below. This is the called the OWNERS'S ALLOCATION.

SCHEDULE - 'C' ABOVE REFERRED TO (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.
- Ultimate Roof, Mounted Room, 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.
- 8. Drainages and sewerages including man-hole, junction pits etc. and drive way.
- Boundary walls, main gate and/or side gates if any.
- Vacant space, Care Taker's Room and common W.C. on Ground Floor.
- 11. Lift and lift machine room of the building
- Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.
- 13. 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 herein shall get the rest construction of Flats, Shop/Office and Car Parking Space/s in the proposed building (excluding the Owners' Allocation as mentioned in Schedule – B above). The DEVELOPER shall enjoy all the common rights, common facilities and amenities as mentioned in the SCHEDULE – 'C' above along with undivided proportionate share of land as mentioned in the SCHEDULE – "A" above.

IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESSES:

1. Deleasion Irendal 114/20 Purbachal Hair Road. Kel-700078.

2. Japish Mishra Advocate Nigh Court, Cabitta, 1. Anju Roy

2. Sayantani Corhosh

SIGNATURE OF THE OWNERS

For GHARBARI

SIGNATURE OF THE DEVELOPER

Read over, explained in Vernacular to the Parties and admitted to be correct and as per the instructions given by the parties, drafted by me and prepared in my chamber.

Debes Leunar Miro

(DEBES KUMAR MISRA)

ADVOCATE Enrollment No.F/364/329/1989]

HIGH COURT, CALCUTTA

Resi-cum-Chamber :69/1, Baghajatin Place, Kolkata-700086

MOB. 9830236148 (D.K.M.), 9051446430 (Somesh), 9836115120 (Tapesh)

MEMO OF CONSIDERATION

RECEIVED the sum of Rs.1,00,000/- (Rupees One Lac) only from the DEVELOPER herein as mentioned in this Agreement in the manner followings:-

Sl. No.	Cheque No.	Date	Name of the Bank & Branch	Paid in favour of	Amount (Rs.)
1.	086384	30.06.2022	HDFC Bank, Kasba Branch	Anju Roy	Rs. 50,000.00
2.	086385	30.06.2022	-Do-	Sayantani Ghosh	Rs. 50,000.00
				TOTAL :	Rs.1,00,000.00

(Total Rupees One Lac only)

WITNESSES:

1. Doleasish Frontal 114/20 Purbachel Main Road. KOL - 700078.

1. Anju Roy

2. Sayutani Cokosh

SIGNATURE OF THE OWNERS

2. Japesh Mishra Hoverali High Court, Calcutto

And Strocorn

ANNEXTURE: X

SCHEDULE OF WORK (SPECIFICATION OF THE BUILDING CONSTRUCTION)

All Civil Work as per I.S.I. standard.

- Entire Floor vitrified tiles inside the flat, Marble in staircase.
- 2. Sal wood frame in door.
- Factory made phenol bonded ply flush door shutter in door.
- M.S. Grill (Square Bar) and Aluminum sliding windows.
- 5. Putty in inside wall of the building.
- Weather coat paints (Asian paint/Berger/ICI) in outside wall.
- Synthetic enamel paint in doors & windows grill (Asian paint/Berger/ICI).
- Colour glazed tiles (12"x18") in W.C. and toilets upto window height and 2 ft. height in kitchen.
- 9. Polished Green Marble on kitchen platform.
- 10. Polished Green Marble/steel sink in kitchen.
- 11. Concealed electrical & water supply line.
- 12. Verandah railing up to window seal height.
- 13. White vitreous commode, pan, and basin of Hindware/Parryware.
- Main door one side Door screen finishes with necessary fittings.
- 15. Roof tiles on roof for leak and heat proof with a coat of SIKALATEX.
- 16. ESSCO/Parryware Mark plumbing fittings.
- 17. Two Nos. of Sheetgate in boundary wall for easy access.
- Lift (Flex Elevator or equivalent) shall be installed in the Building.

ELECTRICAL SPECIFICATION OF FLAT

Bed Room Drawing/Dining

Kitchen

- 3 Light points, 1 Fan point, 1 Plug point.

- 3 Light points, 1/2 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point.
- 1 Light point, 2 Plug point (15 amp.), 1 Exhaust Fan point.
- 4. Toilet
- 1 Light point, 1 Greaser point, 1 Exhaust Fan point.
- 5. W.C. 1. Light point, 1 Exhaust Fan point.
- 6. Verandah 1 Light Point.
- Flat wise separate Main Switch and 1 A.C. point in master Bed Room.

It is noted that if any extra work is done out of the said specification by the OWNERS, for such extra work, the OWNERS shall pay the necessary cost to the DEVELOPER.

PHOTO

Thumb

1st finger

Middle finger

Ring finger

Small finger

Photo

right hand

right hand

Photo

Ring finger

Small finger

Signature



	Thumb	1st finger	Middle finger	Ring finger	Small finger
left hand				and.	
right hand				W. W	

Name ANJU ROY
Signature Anju Roy



	Thumb	1st finger	Middle finger	Ring finger	Small finger
left hand					(2)
right hand					

Name SAYANTANI GIHOSH Signature Sayundan Chosh

		-
,		
Jan	ast Kumas Roy	
'	SAMEET	

	Thumb	1st finger	Middle finger	Ring finger	Small finger
left hand					0
right hand	ina _y				

Name SANSEET KUMAR ROY
Signature Sanjul Kuman Roy

Major Information of the Deed

Deed No:	I-1603-09399/2023	Date of Registration 30/06/2023
Query No / Year	1603-2001595085/2023	Office where deed is registered
Query Date	21/06/2023 10:49:53 AM	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	Tapesh Mishra H C Calcutta, Thana: Hare Stree Mobile No.: 9836115120, Status	t, District : Kolkata, WEST BENGAL, PIN - 700001, :Advocate
Transaction		Additional Transaction
[0110] Sale, Development A agreement	Agreement or Construction	[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: 1,00,000/-]
Set Forth value	Colored Water Colored Colored	Market Value
Rs. 2/-		Rs. 1,15,89,136/-
Stampduty Paid(SD)		Registration Fee Paid
Rs. 20,071/- (Article:48(g))		Rs. 1,060/- (Article:E, E, E,)
Remarks	Received Rs. 50/- (FIFTY only area)	from the applicant for issuing the assement slip.(Urba

Land Details:

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: MUKUNDA PUR, Road Zone: (Mukundapur More -- Daspara/Chak Garia), Premises No: 2113, Ward No: 109 Pin Code: 700099

Sch No	Plot Number	Khatlan Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		8 Katha 5 Chatak 25.069 Sq Ft	1/-	1,15,56,736/-	Width of Approac Road: 20 Ft.,
	Grand	Total:	167		13.7731Dec	1 /-	115,56,736/-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value	Other Details
S1	On Land L1	120 Sq Ft.	1/-	32,400/-	Structure Type: Structure

Gr. Floor, Area of floor: 120 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete

Total: 120 sq ft 1/- 32.400 /-

and Lord Details:

Name, Address, Photo, Finger print and Signature Finger Print No.

Name - -1 Smt Anju Roy

Wife of Shri Sanjeet Kumar

Executed by: Self, Date of Execution: 30/06/2023 , Admitted by: Self, Date of Admission: 30/06/2023 ,Place

: Office







Signature

Shagun, 7, Rupanjali Park, Kalikapur, City:-, P.O:- Mukundapur, P.S:-Kasba, District:-South24-Parganas, West Bengal, India, PIN:- 700099 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: alxxxxxx4p, Aadhaar No: 47xxxxxxxx8706, Status :Individual, Executed by: Self, Date of Execution: 30/06/2023 , Admitted by: Self, Date of Admission: 30/06/2023 ,Place: Office Signature

Proto: Finger Print

Name 2 Smt Sayantani Ghosh Wife of Shri Debasish Mondal

Executed by: Self, Date of Execution: 30/06/2023 , Admitted by: Self, Date of Admission: 30/06/2023 ,Place

: Office





941, Kalikapur Road, City:- , P.O:- Mukundapur, P.S:-Kasba, District:-South24-Parganas, West Bengal, India, PIN:- 700099 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: boxxxxxx9q, Aadhaar No: 75xxxxxxxx6387, Status :Individual, Executed by: Self, Date of Execution: 30/06/2023

Admitted by: Self, Date of Admission: 30/06/2023 ,Place: Office

Developer Details :

Name, Address, Photo, Finger print and Signature No

Shagun, 7, Rupanjali Park, Kalikapur, City:-, P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, PAN No.:: AFxxxxxx8F, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

nt and Signature	Finger Print	Signature
Photo	Chi A.	
		January 2008/2023
	"Photo	THE RESIDENCE OF THE PROPERTY

SHAGUN, 7, Rupanjali Park, Kalikapur, City:-, P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx8F, Aadhaar No: 69xxxxxxxx1024 Status: Representative, Representative of: Gharbari (as Proprietorship)

dentifier Details :	Photo Photo	Finger Print	
Ar Tapesh Mishra Son of Mr D K Misra High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			Ipl who
	30/06/2023	30/06/2023	30/06/2023

Identifier Of Mr Sanjeet Kumar Roy, Smt Anju Roy, Smt Sayantani Ghosh

	er of property for L1	To. with area (Name-Area)
SI.No	From	Gharbari-6.88654 Dec
1	Smt Anju Roy	Gharbari-6.88654 Dec
2	Smt Sayantani Ghosh	The state of the control of the cont
Trans	fer of property for S1	(Name-Area)
	From	10. Willi area (
4		Gharbari-60.00000000 Sq Ft
1	Smt Sayantani Ghosh	Gharbari-60.00000000 Sq Ft
1	Smt Anju Roy	Gharbari-60.00000000 Sq Ft

Endorsement For Deed Number : 1 - 160309399 / 2023

n 30-06-2023

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

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

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

Presented for registration at 12:07 hrs on 30-06-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Sanjeet Kumar Roy ,.

Certificate of Market Value (WB RUVI rules of 2001) Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs

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

Execution is admitted on 30/06/2023 by 1. Smt Anju Roy, Wife of Shri Sanjeet Kumar Roy, Shagun, 7, Rupanjali Park, Kalikapur, P.O: Mukundapur, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession Business, 2. Smt Sayantani Ghosh, Wife of Shri Debasish Mondal, 941, Kalikapur Road, P.O. Mukundapur, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by

Indetified by Mr Tapesh Mishra, , , Son of Mr D K 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 30-06-2023 by Mr Sanjeet Kumar Roy, Proprietorship, Gharbari (Sole Proprietoship), Shagun, 7, Rupanjali Park, Kalikapur, City:-, P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal

Indetified by Mr Tapesh Mishra, , , Son of Mr D K 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

Certified that required Registration Fees payable for this document is Rs 1,060.00/- (B = Rs 1,000.00/- ,E = Rs 28.00/-H = Rs 28.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,028/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/06/2023 11:50PM with Govt. Ref. No: 192023240114983038 on 29-06-2023, Amount Rs: 1,028/-, Bank: SBI EPay (SBiePay), Ref. No. 2324131580835 on 29-06-2023, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 19,971/-

1. Stamp: Type: Impressed, Serial no 25278, Amount: Rs.100.00/-, Date of Purchase: 28/06/2023, Vendor name: S B

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/06/2023 11:50PM with Govt. Ref. No: 192023240114983038 on 29-06-2023, Amount Rs: 19,971/-, Bank: SBI EPay (SBIePay), Ref. No. 2324131580835 on 29-06-2023, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 261083 to 261121 being No 160309399 for the year 2023.



Digitally signed by Debasish Dhar Date: 2023.06.30 15:30:19 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/06/30 03:30:19 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)