DEVELOPMENT

OWNERS : SMT. SARAJU MONDAL & 2 OTHERS

DEVELOPER: M/S. PINNACLE PRIME PROJECTS

Drafted by: -

MR. KALIPADA CHARAN

Advocate.
Bar Association, Sealdah Court Complex 2nd Floor, Room No. 201
Kolkata – 700 014

3. The Developer doth hereby accept and confirm appointment, authorization and entrustment made by the Owners as mentioned in Clause 2 above and agree to undertake, construct and complete the work of construction of the proposed new building in accordance with the sanctioned plan.

4. THE DUTIES AND RESPONSBILITIES OF THE OWNERS SHALL BE as follows:-

- (i) The Owners will handover Xerox / original copy of all documents of title relating to their plot of land to the Developer simultaneously with the execution of this Agreement. The Owners will produce and handover, if necessary, the original documents of title relating to their said plot of land as and when the same may be necessary for sanction of building plan and or for allied matters or in future.
- (ii) Simultaneously with execution of this Agreement the Owners will give free access to the Developer to enable them to make survey, soil test and things necessary to get the plan prepared and sanctioned.
- (iii) The Owners and the Developer together will join in the conveyances to be made in favour of the intending buyers of the flats, covered car parking spaces and covered areas.
- (iv) All the Owners will execute General Power of Attorney which will be registered in favour of Sri Subhendu Dey representing his Developer firm M/S PINNACLE PRIME PROJECTS or its nominee simultaneously with execution of this 'Agreement for Development' of the said premises to enable the Developer to sign all relevant papers, submit to the concern authorities, obtain all necessary permission, license and certificates and represent the Owners before all concerned authorities to and to do all acts and things and take all necessary steps for getting the plan sanctioned from the Kolkata Municipal Corporation and complete the work of construction of the proposed buildings, making agreement with the intending buyers and receive money from them for Developer's share of flats, car parking spaces,

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INDIA NON JUDICIAL

পশ্চিমবুঙ্গ पश्चिम बंगाल WEST BENGAL W-4 19625 569

R 629248

Certified that this document is admitted to Registration. The signature sheet and the Endersement sheet attached to the document are part of this document.

Additional-District Sub Registrar Sealdah

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT made on this 21st day of March, Two Thousand Fourteen.

BETWEEN

No. 7523 value 1904

Date 22/01/2014 R. D. Charan

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A. D. S. R. LALDAH

2 1 MAR 2014

Dist. - South 24 Parganas

(1) SMT. SARAJU MONDAL, (having PAN BUZPM6112P), wife of Sri Samarendra Nath Mondal, by faith - Hindu, by nationality - Indian, by occupation - Housewife, presently residing at Premises No.6/1C, Radhanath Chowdhury Road, P.S - Entally, Kolkata - 700015, (2) SMT. KAVITA MALHOTRA, (having PAN AFVPM3473K), wife of Late Subhas Chand Malhotra, by faith - Hindu, by nationality - Indian, by occupation - Housewife and (3) SMT. NEERA MALHOTRA, (having PAN AFAPM5366E), wife of Sri Sushil Malhotra, by nationality - Indian, by occupation - Housewife, both presently residing at Premises No. 6/1C, Radhanath Chowdhury Road, P.S - Entally, Kolkata - 700015, hereinafter collectively referred to as 'THE OWNERS' (which term or expression unless excluded by or repugnant to the context shall be deemed to include their respective heirs, executors, administrators, representatives and assigns) of the ONE PART

AND

M/S PINNACLE PRIME PROJECTS (having PAN AANFP4362M), a Partnership firm, having its office at Premises No. 40, Mahendra Sreemany Street, P.S - Amherst Street, Kolkata - 700 009 being represented by its Partners (1) SRI SUBHENDU DEY (having PAN ADLPD5659G), son of Sri Anil Kumar Dey, by faith - Hindu, by nationality - Indian, by occupation - Business, presently residing at Premises No.5, D.L. Roy Street, Police Station - Amherst Street, Kolkata - 700 006 and (2) SRI MOHIT BERIWALA (having PAN AHXPB3703F), son of Sri Brij Gopal Beriwala, residing at Premises No.167, Chittaranjan Avenue, Kolkata - 700 007, hereinafter called and referred to as 'THE DEVELOPER' (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being and their respective heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS by virtue of inheritance, settlement and partition of ancestors properties Sasanka Sekhar Mondal, son of Netai Chandra Mondal become the owner of <u>ALL THAT</u> area measuring about 3 Cottah 3 Chittak 0 Sq.ft (comprising of 1 Cottah 11 Chittak being part of Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata – 700 015 and comprising of 1 Cottah

8 Chittak being entire area of Premises No. 6/1B, Radhanath Chowdhury Road, Kolkata - 700 015).

AND WHEREAS by virtue of inheritance, settlement and partition of ancestors properties Samarendra Nath Mondal, son of Netai Chandra Mondal become the owner of all that area measuring about 3 Cottah 2 Chittak 14 Sq.ft being part of Premises No. 6/1C, Radhanath Chowdhury Road.

AND WHEREAS Sasanka Sekhar Mondal during enjoyment and possession of his schedule properties, to discharge his moral obligation and pious duty—even out of love and affection, gifted his properties measuring about 3 Cottah 3 Chittak 0 Sq.ft (comprising of 1 Cottah 11 Chittak being part of Premises No. 6/1C, Radhanath Chowdhury Road and comprising of 1 Cottah 8 Chittak being entire area of Premises No. 6/1B, Radhanath Chowdhury Road) to his wife Smt. Sulekha Mondal and executed and Registered a Deed of Gift recorded in Book No.1, Volume No. 215, Pages 1 to 5, Being No. 3739 for the year 1979 at the Office of Registrar of Assurances, Kolkata and the wife accepted the said Gift spontaneously.

AND WHEREAS by virtue of the said registered Deed of Gift the said Smt. Sulekha Mondal become co-owner of Premises No. 6/1C, Radhanath Chowdhury Road (her undivided share measuring about 1 Cottah 11 Chittaks being part of Premises No. 6/1C, Radhanath Chowdhury Road) and absolute owner of Premises No. 6/1B, Radhanath Chowdhury Road measuring about 1 Cottah 8 Chittaks together measuring about 3 Cottahs 3 Chittaks and duly mutated her name in the records of Kolkata Municipal Corporation and paying the taxes after mutation in records of Kolkata Municipal Corporation.

AND WHEREAS Sri Suhas Chandra Haldar was a monthly tenant under Smt. Sulekha Mondal at Premises No. 6/1B, Radhanath Chowdhury Road, Police Station – Entally, Kolkata – 700 015.