

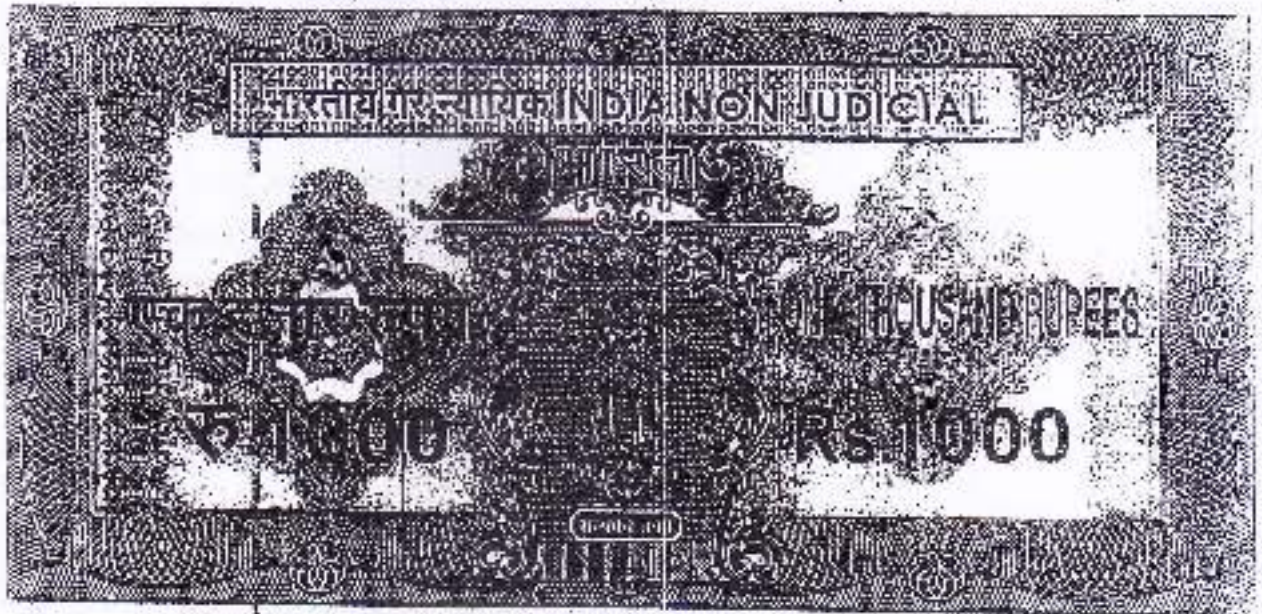
SL NO → 12686/2016

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

6/07/16
 01/10/2015
 MW = 2621875

Certified that Signature sheet
 Endorsement sheet
 hereinafter
 documents

Addl. Dist. Sub-Registrar
 UTTARPARA, HOOGHLY

26 JUL 2016

**DEVELOPMENT AGREEMENT WITH
 GENERAL POWER OF ATTORNEY**

THIS INDENTURE is made on this
 the 26th day of July, 2016

BETWEEN

1) **SRI ANUP KUMAR PAL**, son of Late Siddheswar Pal, by
 faith - Hindu, Citizen - Indian, by occupation - Business, having

নং - 772

সম - 2016/ 4th July

ক্রেতার নাম - Antindam Datta Advocate

স্বা - High Court Calcutta

মূল্য - One Thousand rupees

স্থান্য ভেদ্য - Antindam Datta

শ্রী অনিমেঘ রক্ষিত

বা. শ্রীরামপুর, হুগলী



Addl. Dist. Sub-Registrar
UTTARPARA, HOOGHLY

26 JUL 2018

Permanent Account Number (PAN) - AFBPP2382Q and
2) SMT. UTPALA PAL, wife of Sri Anup Kumar Pal, by faith -
Hindu, Citizen - Indian, by occupation - Housewife, having
Permanent Account Number (PAN) - AFBPP2383R, both are
residing at 3, Baidik Para Ghat Lane, P.O. - Hindmotor, P.S. -
Uttarpara, District - Hooghly, PIN - 712233, hereinafter called and
referred to as the "OWNERS" (which term or expression shall
unless otherwise excluded by or repugnant to the subject or
context be deemed to mean and include their legal heirs,
successors, executors, administrators and/or assigns) of the
ONE PART.

A N D

M/S. JAI HANUMAN PROJECTS PVT. LTD., a Company
incorporated under the Companies Act, 1956, having its
Registered Office at Room No. 410, Fourth Floor, 21, Hemanta
Basu Sarani, Post Office - G.P.O., Police Station - Here Street,
Kolkata - 700001, having Permanent Account Number (PAN) -
AADCJ1314L, being represented by its Directors namely
a) Sri Vinod Kumar Jajoo, son of Sri Phool Raj Jajoo, by faith -
Hindu, Citizen - Indian, by occupation - Business, residing at Flat
No. 3D, Third Floor, Radha Gobinda Apartment, 22, R. G. Nagar
Road, Post Office - Hindmotor, Police Station - Uttarpara, District
- Hooghly, PIN - 712233, having Permanent Account Number
(PAN) - ACSFJ4673Q, b) Sri Moley Sadhukhan, son of Sri
Kanailal Sadhukhan, by faith - Hindu, Citizen - Indian, by
occupation - Business, residing at 2, Baidikpara Ghat Lane, Post
Office - Hindmotor, Police Station - Uttarpara, District - Hooghly,
PIN - 712233, having Permanent Account Number (PAN) -
AVNPS3686A, c) Sri Durga Prasad Chowdhuri, son of Late
Sambhu Nath Chowdhuri, by faith - Hindu, Citizen - Indian, by
occupation - Business, residing at 61, Hem Chandra Lane, Post
Office - Shadrakali, Police Station - Uttarpara, District - Hooghly,

Contd. . . . P/3



Addl. Dist. Sub-Registrar
UTTARPARA, HOOCHLY

26 JUL 2016

PIN - 712232, having Permanent Account Number (PAN) ABYPC5192Q and d) Sri Subhasis Ghosh, son of Late Paresa Chandra Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 56, Makhia Ghosh Para, Post Office - Makhia Police Station - Uttarpara, District - Hooghly, PIN - 712245, having Permanent Account Number (PAN) - ADIPG1137H, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, legal representatives, executors, administrators and/or assigns) of the OTHER PART.

WHEREAS ALL THAT piece and parcel of Bastu land area measuring more or less 7 (seven) Cottahs 8 (eight) Chittaks 15 (fifteen) Sq. Ft., lying in Mouza - Kotrung, J.L. No. 8, comprised in R. S. Dag Nos. 3615, 3614, under R.S. Khatian Nos. 376, 848, 849, corresponding to L. R. Dag Nos. 6612, 6613 under L. R. Khatian Nos. 482/1, 136/3, having Municipal Holding No. 6/1 (old - 6/2/1, 6/1 & 6/2); Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara. A.D.S.R. Office - Uttarpara (previously A.D.S.R. Office - Serampore). District - Hooghly, alongwith all easement rights attached thereto, which is specifically mentioned in the Schedule 'A' herein under written; and hereinafter referred to as the 'said property' is the joint and absolute property of the Owners herein.

AND WHEREAS a part of Schedule 'A' mentioned property measuring land area more or less 2 (two) Cottahs 40 (forty) Sq. Ft., lying in Mouza - Kotrung, J. L. No. 8, comprised in R.S. Dag No. 3615, under R.S. Khatian Nos. 376, 848, corresponding to L. R. Dag Nos. 6612, under L.R. Khatian Nos. 136/3, having Municipal Holding No. 6/2/1. Baidik Para Ghat Lane, within the ambit of the

Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S.
Uttarpara, A.D.S.R. Office - Uttarpara (previously A.D.S.R. Office -
Serampore), District - Hooghly, was the absolute property of one
Sri Anil Chandra Majumder.

AND WHEREAS said Anil Chandra Majumder died intestate in the
year 1984 leaving behind his wife Smt Ashalata Majumder two
sons namely Sri Gobinda Majumder, Sri Gadadhar Majumder and
two daughters namely Smt Jamuna Banerjee and Smt Pratima
Mukherjee as his only legal heirs and successors and they jointly
inherited the aforesaid property according to Hindu succession
Act 1956.

AND WHEREAS said Smt. Ashalata Majumder, Sri Gobinda
Majumder, Sri Gadadhar Majumder, Smt Jamuna Banerjee and
Smt Pratima Mukherjee jointly sold and transferred the aforesaid
property to Sri Alok Kumar Paul through a Registered Deed of Sale
duly registered at the office of the A.D.S.R. Serampore, District -
Hooghly, vide Deed No. 3172 for the year 1985.

AND WHEREAS said Sri Alok Kumar Paul sold and transferred
the aforesaid property to Sri Pradip De through a Registered Deed
of Sale duly registered at the office of A.D.S.R. Serampore, District
- Hooghly, vide Deed No. 3634 for the year 1990.

AND WHEREAS said Sri Pradip De sold and transferred the
aforesaid property to Sri Anup Kumar Paul, the Owner No.1
herein, through a registered Deed of Sale executed on 01.12.1992
and duly registered at the office of the A.D.S.R. - Serampore,
District - Hooghly and recorded therein in Book No. I, Volume No.
108, Pages 11 to 22, Being No. 6644 for the year 1992.

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AND WHEREAS after purchasing the aforesaid property measuring land area more or less 2 (two) Cottahs 40 (forty) Sq. Ft., said Sri Anup Kumar Paul, the Owner No. 1 herein, have become absolute owner of the same and he mutated his name in the record of Uttarpara - Kotrung Municipality and also at the office of B.L. & L.R.O by paying relevant taxes and rents in his own name

AND WHEREAS a part of the Schedule 'A' mentioned property measuring land area more or less 3 (three) Cottahs 4 (four) Chittacks 20 (twenty) Sq. Ft., lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag Nos. 3614, 3615, under R. S. Khatian Nos. 376, 349, corresponding to L. R. Dag Nos. 6613, 6612, under L. R. Khatian Nos. 482/2, having Municipal Holding No. 6/1, Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara (previously A.D.S.R. Office - Serampore), District - Hooghly, together with other properties, was the joint and absolute property of Sri Anukul Chandra Majumder and Sri Atul Chandra Majumder.

AND WHEREAS said Sri Atul Chandra Majumder gifted his undivided $\frac{1}{2}$ (half) share of the aforesaid property to Smt. Kalyani Devi (Majumder) and Smt. Bivabati Devi (Majumder), through a Registered Deed of Gift executed on 25.05.1960 and duly registered at the Office of the Sub-Registrar - Serampore, District - Hooghly, vide Deed No. 5093 for the year 1960.

AND WHEREAS said Anukul Chandra Majumder died intestate in the year 1956 leaving behind his two sons namely Sri Anil Chandra Majumder and Akhil Chandra Majumder, as his only legal heirs and successors and they jointly inherited undivided $\frac{1}{2}$ (half) share of the aforesaid property as per the Hindu law.

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AND WHEREAS said Smt. Kalyani Devi (Majumder), Smt. Bivabati Devi (Majumder), Sri Anil Chandra Majumder and Sri Akhil Chandra Majumder, become the joint and absolute owners of the aforesaid property partly by way of the above mentioned Deed of Gift and partly by way of inheritance.

AND WHEREAS said Smt. Kalyani Devi (Majumder), Smt. Bivabati Devi (Majumder), Sri Anil Chandra Majumder and Sri Akhil Chandra Majumder partitioned their aforesaid property togetherwith other properties through a Registered Deed of Partition, duly registered at the Office of the Sub-Registrar, Serampore, District - Hooghly vide Deed No. 4546 for the year 1969.

AND WHEREAS said Sri Anil Chandra Majumder obtained the aforesaid property togetherwith other properties in his own share through the above mentioned Deed of Partition vide Deed No. 4546 for the year 1969.

AND WHEREAS said Anil Chandra Majumder died intestate in the year 1984 leaving behind his wife Smt. Ashalata Majumder, two sons namely Sri Gobinda Majumder, Sri Gadadhar Majumder and two daughters namely Smt. Jamuna Banerjee and Smt. Pratima Mukherjee, as his only legal heirs and successors and they jointly inherited the aforesaid property according to the provisions of the Hindu Succession Act, 1956.

AND WHEREAS said Smt. Ashalata Majumder, Sri Gobinda Majumder, Sri Gadadhar Majumder, Smt. Jamuna Banerjee and Smt. Pratima Mukherjee, jointly sold and transferred the aforesaid property to Sri Debdas Paul, through a Registered Deed of Sale duly registered at the office of the A.D.S.R. - Serampore, District - Hooghly, vide Deed No. 6162 for the year 1985.

Contd. . . . P/7

AND WHEREAS said Sri Debdas Paul sold and transferred the aforesaid property measuring land area more or less 3 (three) Cottahs 4 (four) Chittaks 20 (twenty) Sq. Ft. to Smt. Utpala Paul, the Owner No. 2 herein, through a registered Deed of Sale executed on 04.10.2002 and duly registered at the office of the A.D.S.R. - Serampore, District - Hooghly and recorded therein in Book No. I, CD Volume No. 1, Pages from 10990 to 11007 vide Being No. 00548 for the year 2006.

AND WHEREAS after purchasing the aforesaid property said Smt. Utpala Paul, the Owner No. 2 herein, became the absolute owner of the same and she mutated her name in the records of the Uttarpara-Kotrung Municipality as well as in the office of the B. L. L. R. O. by paying relevant taxes and rents therein in her own name.

AND WHEREAS a part of the Schedule 'A' mentioned property measuring land area more or less 2 (two) Cottahs 3 (three) Chittaks, lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag Nos. 3614, 3615, under R.S. Khatian Nos. 375, 849, corresponding to L.R. Dag Nos. 6612, 6613 under L.R. Khatian Nos. 482/1, having Municipal Holding No. 5/2, Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara (previously A.D.S.R. Office - Serampore), District - Hooghly, together with other properties, was the joint and absolute property of Sri Anukul Chandra Majumder and Sri Atul Chandra Majumder.

AND WHEREAS said Sri Atul Chandra Majumder gifted his undivided $\frac{1}{2}$ (half) share of the aforesaid property to Smt. Kalyani Devi (Majumder) and Smt. Shivabati Devi (Majumder), through a Registered Deed of Gift executed on 25.05.1960 and duly registered at the office of the Sub-Registrar - Serampore, District - Hooghly vide Deed No. 5093 for the year 1960.

AND WHEREAS said Anukul Chandra Majumder died intestate in the year 1956, leaving behind his two sons namely Sri Anil Chandra Majumder and Sri Akhil Chandra Majumder, as his only legal heirs and successors and they jointly inherited undivided 1/2 (half) share of the aforesaid property as per the Hindu law.

AND WHEREAS said Smt. Kalyani Devi (Majumder), Smt. Bivabati Devi (Majumder), Sri Anil Chandra Majumder and Sri Akhil Chandra Majumder, become the joint and absolute owners of the aforesaid property partly by way of the above mentioned Deed of Gift and partly by way of inheritance.

AND WHEREAS said Smt. Kalyani Devi (Majumder), Smt. Bivabati Devi (Majumder), Sri Anil Chandra Majumder and Sri Akhil Chandra Majumder, partitioned their aforesaid property togetherwith other properties through a Registered Deed of Partition duly registered at the office of the Sub-Registrar - Serampore, District - Hooghly vide Deed No. 4546 for the year 1969.

AND WHEREAS said Sri Anil Chandra Majumder obtained the aforesaid property togetherwith other properties in his own share through the above mentioned Deed of Partition vide Deed 4546 for the year 1969.

AND WHEREAS said Anil Chandra Majumder died intestate in the year 1984 leaving behind his wife Smt. Ashalata Majumder, two sons namely Sri Gobinda Majumder, Sri Gadadhar Majumder and two daughters namely Smt Jamuna Banerjee and Smt Pratima Mukherjee as his only legal heirs and successors and they jointly inherited the aforesaid property according to Hindu succession Act 1956.

AND WHEREAS said Smt Ashalata Majumder, Sri Gobinda Majumder, Sri Gadadhar Majumder, Smt Jamuna Banerjee and Smt Pratima Mukherjee jointly sold and transferred the aforesaid property to Sri Alok Kumar Paul through a Registered Deed of Sale executed on 13.12.1985 duly registered at the office of A.D.S.R. Serampore, District - Hooghly, vide Deed No. 5970 for the year 1985.

AND WHEREAS said Sri Alok Kumar Paul sold and transferred the aforesaid property to Sri Arun Kumar Mukherjee through a Registered deed of sale executed on 29.08.1990 duly registered at the office of A.D.S.R. Serampore, District- Hooghly, vide Deed No. 4075 for the year 1990.

AND WHEREAS said Arun Kumar Mukherjee died intestate on 12.03.1996 leaving behind his wife Smt Anima Mukherjee, one son Sri Gour Mukherjee two daughters namely Smt Gita Chatterjee and Smt Nivedita Mukherjee as his only legal heirs and successors and they jointly inherited the aforesaid property as per Hindu succession Act 1955.

AND WHEREAS said Smt Anima Mukherjee, Sri Gour Mukherjee, Smt Gita Chatterjee and Smt Nivedita Mukherjee jointly sold and transferred the aforesaid property to Sri Anup Kumar Paul, the proprietor of M/s. R.N.R. Brick Field, through a Registered Deed of Sale executed on 22.06.1997 duly registered at the office of A.D.S.R. Serampore Hooghly, recorded therein in Book No.1, volume No. 84, pages 19 to 30 being No. 3761 for the year 1997.

AND WHEREAS said Sri Anup Kumar Paul the proprietor of M/s. R.N.R. Brick Field sold and transferred the aforesaid property measuring land area more or less 2 (two) Cottahs 3(three) Chittaks to Smt. Utpala Paul, the Owner No. 2 herein, through a registered

Deed of Sale executed on 25.02.2015 and duly registered at the office of A.D.S.R. Serampore, District - Hooghly and recorded therein in Book No. 1, CD Volume No. 3, Pages 2321 to 2337. Being No. 01526 for the year 2015.

AND WHEREAS after purchasing the aforesaid property said Smt. Utpala Paul, the Owner No. 2 herein, have become the absolute owner of such property and she mutated her name in the record of Uttarpara-Kotrung Municipality as well as in the office of the B. L. & L. R. O. by paying relevant taxes and rents therein in her own name.

AND WHEREAS the Owners herein have amalgamated their aforesaid five separate properties having Municipal Holding Nos. 6/2/1, 6/1 & 6/2, Baidik Para Ghat Lane, into one holding and after such amalgamation the Authority of the Uttarpara-Kotrung Municipality allotted new Municipal Holding No. 6/1, Baidik Para Ghat Lane, in respect of the Schedule 'A' mentioned property.

AND WHEREAS the Owners herein hereby declare that the said property is free from all sorts of encumbrances and attachments, whatsoever and they have absolute and joint possession of the same by exercising each of their right, title and interest thereon without any interruption from any corner, whatsoever.

AND WHEREAS the Owners herein have decided and agreed to develop the said property, which is mentioned in the Schedule 'A' written hereinbelow, by constructing a multi-storied building upon it through and at the costs and expenses of the Developer herein.

AND WHEREAS the Developer herein has also agreed to get the said property developed by constructing a multi-storied building upon the said land at its own costs and expenses under the terms and conditions stipulated in this agreement.

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IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

- 1 [a] **Owners** : Owners shall mean 1) SRI ANUP KUMAR PAL, son of Late Siddheswar Pal, by faith - Hindu, Citizen - Indian, by occupation - Business and 2) SMT. UTPALA PAL, wife of Sri Anup Kumar Pal, by faith - Hindu, Citizen - Indian, by occupation - Housewife, both are residing at 3, Baidik Para Ghat Lane, P.O. - Hindmotor, P.S. - Uttarpara, District - Hooghly, PIN - 712233, and include their legal heirs, successors, executors, administrators and/or assigns.
- [b] **Premises** : shall mean Municipal Holding No. 6/1, Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Bhadrakali, P.S. - Uttarpara, District - Hooghly.
- [c] **Developer** : shall mean the aforesaid M/S. JAI HANUMAN PROJECTS PVT. LTD., a Company incorporated under the Companies Act, 1956, having its Registered Office at Room No. 410, Fourth Floor, 21, Hemanta Basu Sarani, Post Office - G.P.O., Police Station - Here Street, Kolkata - 700001, and its successors-in-office, legal representatives, executors, administrators and assigns.
- [d] **Building** : shall mean the building to be constructed at the aforesaid holding over the land mentioned in the Schedule 'A' herein under in accordance with the building plan sanctioned by the Uttarpara-Kotrung Municipality.
- [e] **Common Facilities and Amenities** : Corridor, Stairways, Passage and Pathways, Front Side and Back Open Space, Overhead Tank, Water Pump and Motor, drainage pipe lines, septic tank and other facilities which may be mutually agreed upon between the parties and required for establishment, maintenance and/or management of the building.

- [f] **Owners' Allocation** : shall mean entire First Floor [consisting of 3 [three] residential Flats being Flat No. A, B & C aggregating total covered area, more or less 1924 Sq. Ft.] and entire Ground Floor [consisting of Car Parking Spaces aggregating total covered area more or less 1924 Sq. Ft.], within the proposed multi-storied building (Block 'F') to be constructed over the Schedule 'A' mentioned property and monetary consideration of Rs. 25,00,000/- (Rupees Twenty Five Lac) only.

That the Developer has paid the said monetary consideration of Rs. 25,00,000/- (Rupees Twenty Five Lac) only on or before execution of this agreement in manner mentioned in the Memo of Consideration hereinbelow.

- [g] **Developer's Allocation** : shall mean total constructed area of the proposed multi-storied (G+4) building upon the Schedule 'A' mentioned land, except the Owners' allocated area as mentioned hereinabove.

- [h] **Time for Completion** : will be for 48 (forty eight) months from the date of sanction of building plan or further period mutually extended by the parties herein.

3. That this agreement shall be deemed to have commenced on and with effect from the day of execution of this present agreement.
3. The Developer shall develop the said property more fully described in the Schedule 'A' hereunder written by constructing a multi-storied building on it as per the building plan sanctioned by the Uttarpara-Kotrung Municipality.

4. The Developer shall arrange for and obtain necessary permissions as may be required from time to time for development of the said property at the costs and expenses of the Developer and the Developer shall be at liberty to engage engineer, architect, masons, labours etc. at its own cost and the Owners shall have no liability in this regard but the Owners shall provide their best co-operation to the Developer.

5. The Developer shall during the construction and development of the said property follow the laws, rules and regulations of the Government, statutory or local bodies and other concerned authority in this regard.

6. The Owners have absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property. The Owners declare that the said property is free from all sorts of encumbrances, charges, demands, liens, attachments and dependences of whatsoever nature and the same is not affected by any scheme or proceedings or notice for acquisition or requisition by the Central or State Government or any local body or authorities or Municipal Authority.

7. There is no impediment of any nature whatsoever for the Owners to entrust to the Developer herein with the development of the said property in the manner herein agreed and/or the construction of the said building as per the building plan sanctioned by the Uttarpara-Kotrung Municipality.

8. The Owners hereby confirm that they are not presently binding themselves with any Agreement for Sale and/or Development Agreement in respect of the said property or any part or portion thereof with any person or party.
9. The Owners after execution of this Agreement shall not in any manner encumber, mortgage, sell or transfer or let out or otherwise deal with or dispose of the said property or any part or portion thereof but on completion of the construction of the proposed multi-storied building the Owners shall have every right to transfer their allocated portion as mentioned hereinabove to any third party.
10. The Owners herein declare and confirm that there is no order of injunction pending or contemplated before any court of law, concerning or relating to the said property of the Owners.
11. That during the work of construction, if any accident occurs, the Developer will be solely responsible / liable for the same and the Owners shall not have any responsibility whatsoever in this regard.
12. That within 30 (thirty) days from the date of execution of this Agreement the Owners shall give all facilities to the Developer for entry, peaceful and vacant possession of the said property for the purpose of carrying out demolition and/or implementation and/or construction of the building upon the said property in terms of this Agreement.

13. The Owners shall not do or cause to be done any act, deed, thing or matter nor permit any one to do any act, deed or thing, which may in any manner cause obstruction and/or interference in the development of the said property over the land under the Development Agreement and/or construction of the said multi-storied building.
14. The Developer agrees to bear all Municipal and/or other rents and taxes in respect with the Schedule 'A' mentioned property.
15. The Developer shall subject to force majeure complete the said development and construction of the building in all respect in a most habitable condition including the Owners' Allocated area upon the said property as per the building plan sanctioned by the Uttarpara-Kotrung Municipality within 48 (forty eight) months from the date of sanction of building plan.
16. That hereinafter if situation so demand, the Owners herein shall execute Deed of Conveyance/Conveyances in favour of the prospective buyers of the areas fall within the Developer's Allocation.
17. The Developer is hereby authorized and empowered by the Owners at all times during subsistence of this Agreement in relation to the said construction work so far as may be necessary to apply and obtain temporary and permanent connection of water, electricity and/or gas to the building and other facilities required for construction of the building.

18. That the Owners shall pay the Service Tax, at the applicable rate and as assessed by the concerned Assessing Department in respect of the flats that fall under the Owners' Allocation, through the Developers or their agents, subordinates, against proper money receipts / discharge.
19. The Owners shall not do any acts, deeds or things whereby the Developer shall be prevented from construction and completion of the said building and shall render all co-operation and assistance to the Developer as may be required from time to time for the purpose of construction and completion of the building upon the said property including sanction, extension and/or revision of the building plan from the local municipal authority.
20. That all the original documents of title including Title Deeds, Porcha, Municipal Tax Receipt, Agreements etc. in respect of the said property as described in the Schedule 'A' hereunder written shall always be kept harmless in the custody of the Developer.
21. The Developer shall be entitled to display its Sign Board on the said property describing its name, address and other particulars and also shall have right to advertise in the media both print and audio-visual for self-publicity and in relation to sale of flats, shops and car-parking spaces.
22. The Developer herein i.e. M/s. Jai Hanuman Projects Pvt. Ltd. shall not engage, nominate or appoint any other person(s), company or firm as its co-associate / partner in connection with the development of the Schedule 'A' mentioned property by constructing multi-storied building thereon.

23. The Developer shall finish and / or complete the work of construction in a most habitable manner / conditions and complete the same in each and every respect within the time frame contained in Clause 1. (h) of this presents.
24. That immediate after completion of the proposed multi-storied building, the Developer shall be liable to handover the Owners' allocated area with reference to Clause 1. (a) of this presents.
25. To facilitate the uninterrupted construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done or executed by the Developer and for which the Developer may need and seek the authority of the Owners and various applications and other documents which may be required to be signed or made by the Owners relating to which specific provisions may not have been framed herein, the Owners hereby undertakes to do all such deeds, matters and things and the Owners shall execute any such additional authorization as may be required by the Developer for this purpose.
26. In the event of undivided and undemarcated property or the property is amalgamated with other property entire over which the building would be built up, all the owner shall have to partition their share by registering proper instrument to become the owner of the separated property within the building to be built by this agreement.
27. It is to be mentioned that through this present agreement the Developer shall not obtain any title over the Schedule 'A' mentioned property but the Developer shall transfer the Developer's Allocation mentioned herein above through the General Power of Attorney and in this respect the Owners shall not raise any objection.

28. That the Developer shall have no right to sell the Owners allocated / earmarked portion.

We. 1) **SRI ANUP KUMAR PAL**, son of Late Siddheswar Pal, by faith - Hindu, Citizen - Indian, by occupation - Business and
2) **SMT. UTPALA PAL**, wife of Sri Anup Kumar Pal, by faith - Hindu, Citizen - Indian, by occupation - Housewife, both are residing at 3, Baidik Para Ghat Lane, P.O. - Hindmotor, P.S. - Uttarpara, District - Hooghly, PIN - 712233, **SEND GREETINGS**

NOW KNOW BY THESE PRESENTS that We doth hereby nominate constitute and appoint a) **Sri Vinod Kumar Jajoo**, son of Sri Phooos Raj Jajoo, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at Flat No. 3D, Third Floor, Radha Gobinda Apartment, 22, R. G. Nagar Road, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, b) **Sri Moley Sadhukhan**, son of Sri Kansala Sadhukhan, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 2, Baidikpara Ghat Lane, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, c) **Sri Durga Prasad Chowdhuri**, son of Late Sambhu Nath Chowdhuri, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 61, Hem Chandra Lane, Post Office - Bhadrakall, Police Station - Uttarpara, District - Hooghly, PIN - 712232 and d) **Sri Subhasis Ghosh**, son of Late Parash Chandra Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 56, Makhla Ghosh Para, Post Office - Makhla, Police Station - Uttarpara, District - Hooghly, PIN - 712245, all are the Director of above mentioned M/S. **JAI HANUMAN PROJECTS PVT. LTD.**, as our true and lawful Attorney and Agent for us, in our names and on our behalf, to execute and perform all or any of the following acts, deeds, matters and things as mentioned hereinafter.

- A. To pay all rents, taxes, charges, expenses and other outgoings whatsoever payable for and on behalf of the said property or any part thereof.
- B. To appear and represent us before all authorities including those under the Uttarpara-Kotrung Municipality and Government Department and / or Officers and also all other State, Executive, Judicial or quasi-judicial authorities for having the mutation if necessary, effected in all public records and with all authorities and / or persons and for fixation and finalization of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents including building plan and to do all other acts, deeds and things as our said Attorney may deem it fit and proper.
- C. To appear and to sign and represent us before any Notary Public, Registrar of Assurances, District Sub-Registrar, Additional District Sub-Registrar and other officer or officers or Authority or Authorities having jurisdiction and to execute, present for registration and to acknowledge and register or have registered and perfected all deeds, instruments and writings which shall be executed and signed by our said Attorney in any manner concerning different units of the Developer's Allocation of the proposed multi-storied building to be constructed over the said property.
- D. To commence, prosecute, enforce, defend, answer and oppose all actions and other proceedings and demands touching any of the matters concerning the said property or any part thereof including those relating to acquisition and / or requisition and / or tenancies and if thought fit to compromise, settle, refer to arbitration, abandon, submit to judgement or become non-suited in any such action or proceeding as aforesaid before any Court, Civil or Criminal or Revenue, including the Rent Controller.

Contd . . . P/30

- To sign in any agreement for sale and in such other document relating to the said property and to take earnest money/advance and/or part or full consideration money and also to sign in the Sale Deed, Lease Deed or any other transfer documents on our behalf in respect of Developer's Allocation.
- F. To sign declares and/or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vakalatnama, Warrant, Memorandum of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
- G. To pay all outgoings, including Municipal Tax, Urban Tax, Rent, Revenue and Other Charges whatsoever, payable for and on account of the said property and receive refunds and other moneys.
- H. To receive or accept consideration money or soil proceeds as arising out of and/or in connection of disposal or transfer of Developer's allocation of the proposed multi-storied building to be constructed over the said property mentioned in the Schedule 'A' below.

AND WHEREAS the said Attorney shall have the power to do all such other acts, deeds and things relating to the said property, in all manners whatsoever, on our behalf as we could have lawfully done or executed, if personally present.

AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorney shall lawfully doth or caused to be done.

SCHEDULE 'A' ABOVE REFERRED TO,

ALL THAT piece and parcel of land area measuring more or less 7 (seven) Cottahs 8 (eight) Chittaks 15 (fifteen) Sq. Ft., togetherwith 500 Sq. Ft. R. I. structure standing thereon, lying in Mouza - Kotrung, J.L. No. 8, comprised in R. S. Dag Nos. 3613, 3614, under R.S. Khatian Nos. 375, 848, 849, corresponding to L. R. Dag Nos. 6612, 6613 under L. R. Khatian Nos. 482/1, 136/3, having Municipal Holding No. 6/1 (old - 6/2/1, 6/1 & 6/2), Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara (previously A.D.S.R. Office - Serampore), District - Hooghly, alongwith all easement rights attached thereto.

That the total land area is divided as per the Dag No. and Khatian No written hereinbelow :

R.S.Dag No.	R.S.Kh. No.	L.R.Dag No.	L.R.Kh. No.	Nature of land	Area of land
3613 ✓	375, 848	6612	136/3, 482/1	Danga	06 K-06 Ch-12 Sft. ✓
3614 ✓	375, 849	6613	136/3, 482/1	Danga	01 K-02 Ch-08 Sft. ✓
Total :					07 K-08 Ch-15 Sft. ✓

The property is butted and bounded by :

- ON THE NORTH : Property of Kolkata Municipal Corporation.
 ON THE SOUTH : Baidik Para Ghat Lane.
 ON THE EAST : Property of the Owners (6, Baidik Para Ghat Lane).
 ON THE WEST : Property of Debendra Nath Paul & Others.

SCHEDULE - 'B' ABOVE REFERRED TO

The Standard Specification for Flat is mentioned hereinafter :

1. FOUNDATION R.C.C. Foundation and Frame Structure from Ground to Top Floor.
2. BRICKWORK 8" good quality brick walls in the external face. 5" internal walls.
3. FLOOR Vitrified tiles flooring with 6" skirting on all sides.
4. WALLS Finished with Plaster of Paris.
5. DOORS Main Door : Wooden, Toilet : PVC, Other : Commercial Flush Door.
6. WINDOWS Aluminium Channel fitted with glass and M.S. Grill.
7. KITCHEN Kitchen will be provided with Cooking Platform with Glazed tiles upto 2' height from the platform with sink.
8. TOILET Toilet will be provided with Glazed tiles upto 5' height from the skirting with Indian / Western Commode.
9. ELECTRICITY Adequate electrical Points.
10. WATER SUPPLY Twenty-four hours supply through 6 Nos. water points.
11. BASIN One White Basin will be provided in the Dining.
12. LIFT One common lift.

Extra payment shall be paid in advance for any extra work other than standard specification mentioned hereinabove.

Contd . . . P/23

IN WITNESSES WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In presence of :-

WITNESSES:

1. Kamalendra Sr.
16, N. S. Rd. Anandnagar,
Hosangly. 712 252.

Anand Kumar Pal
Ritobala Pal

2. Sanjit Kumar
Nitarajana
Hosangly

Signature of the OWNERS

JAIHANUMAN PROJECTS PVT. LTD. JAIHANUMAN PROJECTS PVT. LTD.

Gyan Mology Sadhan Khan
Director Director

JAIHANUMAN PROJECTS PVT. LTD. JAIHANUMAN PROJECTS PVT. LTD.

Dingaprasad chowdhuri Sathasis Ghosh
Director Director

Signature of the DEVELOPER

Gyan

Mology Sadhan Khan

Dingaprasad chowdhuri

Sathasis Ghosh

Signature of the ATTORNEY HOLDER

MEMO OF CONSIDERATION

Received from the within named Developer the said sum of Rs. 25,00,000/- (Rupees Twenty Five Lac) only being total monetary consideration as per memorandum below.

payment made by cheques & R.T.O.S. on different dates

WITNESSES :

1. Kamalendra Sr.
151, N.S. Rd. Bhadrakali,
Hooghly. 712382.

Amal Kumar Pal -
Utpala Pal.

Signature of the OWNERS

2. Sanjib Datta
Natarajan, Hooghly





























Drafted by:

Arindam Datta
Advocate,
High Court, Calcutta.
Enrollment No. WB/499/2000.

Typed by:

Karima Reha
Karima Reha,
Bhadrakali, Hooghly.

FORM OF TEN FINGERPRINTS OF BOTH HANDS

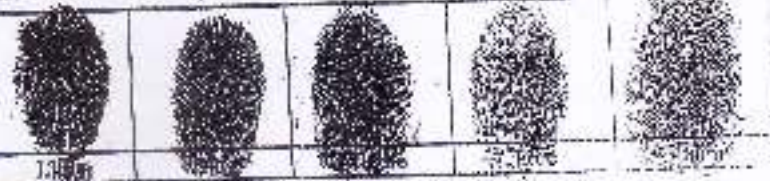
Signature of the Executants / Presentants :					
 Singh Kumar Pal	 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)				
	 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)					
Signature of the Executants / Presentants :					
 Utpala Pal	 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)				
	 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)					
Signature of the Executants / Presentants :					
 Ujagar	 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)				
	 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)					
Signature of the Executants / Presentants :					
 Abhay Gauthakhan	 Little	 Ring	 Middle	 Fore	 Thumb
	(LEFT HAND)				
	 Thumb	 Fore	 Middle	 Ring	 Little
(RIGHT HAND)					

FORM OF TEN FINGERPRINTS OF BOTH HANDS

Signature of the Executants / Presentants :



Durga prasad choudhary



(LEFT HAND)



(RIGHT HAND)

Signature of the Executants / Presentants :



Subhash Ghosh



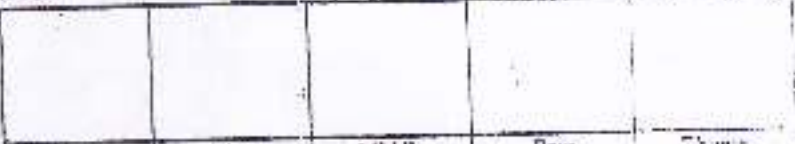
(LEFT HAND)



(RIGHT HAND)

Signature of the Executants / Presentants :

Space for
Photograph



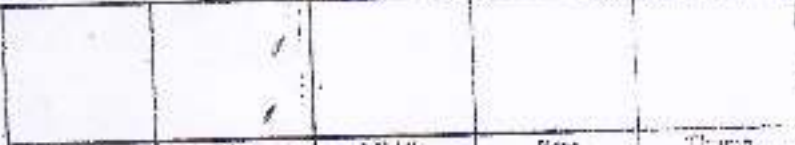
(LEFT HAND)



(RIGHT HAND)

Signature of the Executants / Presentants :

Space for
Photograph



(LEFT HAND)



(RIGHT HAND)

Seller, Buyer and Property Details

Land Lord & Developer Details

Person's Details

Name, Address, Photo, Finger print and Signature of person

Sl. No.

Sri Kiboy Sankhata
2, Balikosta Ghat Lane, P.O.- Hindmotor, P.S.-
Uttamara, District-Hooghly, West Bengal, India,
PIN - 712255



26/07/2016 2:39:05 PM

Sri Kiboy Sankhata

26/07/2016 2:39:25 PM

Person's Details

Name, Address, Photo, Finger print and Signature

Sl. No.

Sri Anub Kumar Pal
Son of Late Siddheswar Pal
3, Balik Para Ghat Lane, P.O.- Hindmotor, P.S.-
Uttamara, District-Hooghly, West Bengal, India,
PIN - 712213 Sex: Male, By Caste: Hindu,
Occupation: Business, Citizen of: India, PAN No
AFBPP2392Q, Status: Individual; Date of
Execution: 26/07/2016; Date of Admission:
26/07/2016; Piece of Admission of Execution:
Office



26/07/2016 2:40:55 PM

Sri Anub Kumar Pal

26/07/2016 2:41:31 PM

Lafid Card Details

No.

Name, Address, Photo, Finger print and Signature

2 Smt Utpala Pal
 Wife of Shri Anup Kumar Pal
 1, Baich Para Ghat Lena, P.O:- Hindmotor, P.S:-
 Utkarsha District:-Hooghly, West Bengal, India,
 PIN - 712235 Sex: Female, By Caste: Hindu,
 Occupation: House-wife, Citizen of: India, PAN
 No. AFBPP2383R.; Status: Individual; Date of
 Execution : 28/07/2016; Date of Admission :
 26/07/2016; Place of Admission of Execution
 Office




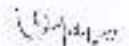


28/07/2016 2:41:36 PM

26/07/2016



Utpala Pal

28/07/2016 2:42:05 PM

Developer Details

Sl. No.	Name, Address, Photo, Finger print and Signature		
	M/S. JAI HANUMAN PROJECTS PVT. LTD. Room No 410, 4th Floor, 21, Hamanta Basu Sarani, P.O:- G.P.O. P.S - Udarpara, Hooghly, West Bengal, India. PIN - 700001 PAN No. AADCJ1314L; Status : Organization, as given below:-		
(1)	Shri Vinod Kumar Jajoo Radha Gobinda Apartment, 22, R.G. Nagar Road, Flat No: 3D, 3rd Floor, P.O:- Hindmotor, P.S:- Udarpara, District-Hooghly, West Bengal, India, PIN - 712233 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. AQSPJ4873Q, Status : Representative; Date of Execution : 26/07/2016; Date of Admission : 26/07/2016; Place of Admission, of Execution Office	 26/07/2016 2:36:33 PM	 26/07/2016 2:36:33 PM
(2)	Shri Mohy Sadhukhan 2, Baldikpara Ghat Lane, P.O:- Hindmotor, P.S:- Udarpara, District-Hooghly, West Bengal, India, PIN - 712233 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. AVNPS3686A; Status : Representative; Date of Execution : 26/07/2016; Date of Admission : 26/07/2016; Place of Admission of Execution : Office	 26/07/2016 2:39:05 PM	 26/07/2016 2:39:05 PM

Developer Details

Sl. No.	Name, Address, Photo, Finger print and Signature
13	<p>Shri Durga Prasad Chowdhuri 81, Hem Chandra Lane, P.O:- Bhadrakali, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712232 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No: ABYPC5192G.; Status : Representative; Date of Execution : 26/07/2016; Date of Admission : 26/07/2016; Place of Admission of Execution : Office</p>  <p align="right">26/07/2016 2:39:37 PM</p> <p align="right"><i>Durga Prasad Chowdhuri</i></p> <p align="right">26/07/2016 2:40:00 PM</p>
14	<p>Shri Subhas Ghosh 56, Makhia Ghosh Para, P.O:- Makhia, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712245 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No: ADIPG1137H.; Status : Representative; Date of Execution : 26/07/2016; Date of Admission : 26/07/2016; Place of Admission of Execution : Office</p>  <p align="right">26/07/2016 2:40:14 PM</p> <p align="right"><i>Subhas Ghosh</i></p> <p align="right">26/07/2016 2:40:30 PM</p>

B. Identifier Details

Sl. No.	Identifier Name & Address	Identifier of
1	<p>Shri Sanjib Dutta Son of Late Shib Nath Dutta Uttarpara, P.O:- Uttarpara, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712258 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India,</p>	<p>Shri Anup Kumar Pal, Smt Ujjala Pal, Shri Vinod Kumar Jeyo, Shri Moley Sadhukha, Shri Durga Prasad Chowdhuri, Shri Subhas Ghosh</p> <p align="right">26/07/2016</p>

C. Transacted Property Details

Land Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value	Other Details
L1	District: Hooghly, P.S:- Uttarpara, Municipality: UTTARPARA-KOTRUNG, Road: Baldik Para Ghal Lane - 1st/2nd/3rd, Mouza: Kotrung	RS Plot No.- 3815, RS Khatian No.- 373	6 Katha 6 Chatak 12, Sq Ft	10,97,174/-	10,97,174/-	
L2	District: Hooghly, P.S:- Uttarpara, Municipality: UTTARPARA-KOTRUNG, Road: Baldik Para Ghal Lane - 1st/2nd/3rd, Mouza: Kotrung	RS Plot No.- 3814, RS Khatian No.- 349	1 Katha 2 Chatak 3 Sq Ft	3,52,521/-	3,72,521/-	

Structure Details

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
S0	Gr. Floor	500 Sq Ft.	0/-		Residential Use, Construction Structure: 0 Year, from 1950, Extent of Completion: 100%
S1	On Land L1, L2	500 Sq Ft.	1,50,000/-	1,50,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Other Details
L1	Shri Anup Kumar Pal	M/S. JAI HANUMAN PROJECTS PVT LTD.	5,273 Sq Ft	
	Smt Utpala Pal	M/S. JAI HANUMAN PROJECTS PVT LTD.	5,273 Sq Ft	
L2	Shri Anup Kumar Pal	M/S. JAI HANUMAN PROJECTS PVT LTD.	6,915 Sq Ft	
	Smt Utpala Pal	M/S. JAI HANUMAN PROJECTS PVT LTD.	6,915 Sq Ft	

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Other Details
S1	Shri Anup Kumar Pal	M/S. JAI HANUMAN PROJECTS PVT. LTD.	250 Sq Ft	
	Smt Utpala Pal	M/S. JAI HANUMAN PROJECTS PVT. LTD.	250 Sq Ft	

Applicant Details

Details of the applicant who has submitted the request	
Applicant's Name	Arindam Datta
Address	28, Charakdanga Street, Thana : Udaypara, District : BENGAL, PIN - 712258
Applicant's Status	Advocate

Office of the A.D.S.R. UTTARPARA, District: Hooghly
Endorsement For Deed Number : I - 082102583 / 2018

Query No/Year 05210001023520/2018 Serial no/Year 357/2018
Deed No/Year I - 062102583 / 2018
Transaction (0110) Sale, Development Agreement or Conveyance
Name of Presentant Sri. Moly Sadhukhan Presented At Office
Date of Execution 26-07-2018 Date of Presentation 26-07-2018

Remarks

Admissible under rule 21 of West Bengal Registration Rules, 1962 duly stamped under number 43(g) of Indian Stamp Act 1969.

Certified that required Registration Fees payable for this document is Rs 27,503/- (INR Rs 27,503/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 27,503/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department of WB

1. Rs. 27,503/- is paid, by online on 26/07/2018 5:40AM with Govt. Ref. No. 1920161700133144 on 26/07/2018, Bank Union Bank of India (UBIN0530166), Ref. No. 50519759 on 26/07/2018 Head of Account 03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 4,051/- and Stamp Duty paid by Cash Rs 1,000/-, by online = Rs 4,051/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department of WB

1. Rs. 4,051/- is paid, by online on 26/07/2018 5:40AM with Govt. Ref. No. 1920161700153946 on 26/07/2018, Bank Union Bank of India (UBIN0530166), Ref. No. 50519759 on 26/07/2018 Head of Account 02-103-003-02

Presented for registration at 13:34 hrs on 26/07/2018, at the Office of the A.D.S.R. Uttarpara, Hooghly, West Bengal.

Moly Sadhukhan.

Certified that the market value of this property which is the subject-matter of the deed is Rs. 28,31,875/-

Execution is admitted on 26/07/2018 by

Sri Anup Kumar Pal, Son of Late Siddheswar Pal, 3, Baidik Para Ghat Lane, P.O. Hindimora, Uttarpara, Hooghly, WEST BENGAL, India. PIN - 712233, By caste Hindu. By Profession

Trans. Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712245, By caste Hindu, son of
identified by Shri Sanjib Dutta, Son of Late Shri Nath Dutta, Uttarpara, P.O. Uttarpara, Hooghly,
Hooghly, WEST BENGAL, India, PIN - 712258, By caste Hindu, By Profession Banker

Number of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5.05/- and Stamp Duty
1,000/-, by online = Rs 4.05/-

Description of Stamp

1. Rs 1,000/- is paid on Impressed, type of Stamp, Serial no 601818, Purchased on 04/02/2016, in
4/-

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. (Sub-Registrar)
Hooghly, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Serial number 0621-2016, Page from 6600i to 66037

Doc No. 062102583 for the year 2016.



Digitally signed by ASISH GOSWAMI
Date: 2016.07.29 11:11:38 +05:30
Reason: Digital Signing of Deed

Asish Goswami) 29/07/2016 11:11:37 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. UTTARPARA
West Bengal

{This document is digitally signed.}