



DEVELOPMENT POWER OF ATTORNEY

"SRI SHIB NATH DEY AND SRI AMAR NATH DEY"

AND/BETWEEN/WITH

"STALWART NIRMAN L L P"

JANUARY, 2018

DRAFTED BY

**ABHIJIT SINHA
ADVOCATE
HIGH COURT, CALCUTTA.**

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201718-015659704-1

Payment Mode Online Payment

GRN Date: 18/01/2018 13:03:11

Bank : State Bank of India

BRN : IK00LGUIR3

BRN Date: 18/01/2018 13:04:13

DEPOSITOR'S DETAILS

Id No. : 16030000051959/4/2018

[Query No./Query Year]

Name : Abhijit Sinha

Contact No. :

Mobile No. : +91 9734869823

E-mail : singhrajput71@gmail.com

Address : 48 MID Road Kolkata 700060

Applicant Name : Mr Abhijit Sinha

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Power of Attorney

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16030000051959/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	15071
2	16030000051959/4/2018	Property Registration- Registration Fee	0030-03-104-001-16	5060

Total

20131

In Words : Rupees Twenty Thousand One Hundred Thirty One only

Major Information of the Deed

Deed No.	I-1603-00475/2018	Date of Registration	07/02/2018
Query No./Year	1603-0000051959/2018	Office where deed is registered	
Query Date	11/01/2018 11:42:08 AM	D.S.R. - III SOUTH 24-PARGANAS, District	South 24-Parganas
Applicant Name, Address & Other Details	Abhijit Sinha 48 MID Road, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700060, Mobile No. : 9734869823, Status : Advocate		
Transaction	Additional transaction		
[0139] Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs : 2/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Self Forth value	Market Value		
Rs. 55,00,000/-	Rs. 1,45,36,633/-		
Stamp duty Paid/SD	Registration Fee/Regd Fee		
Rs. 20,071/- (Article:48(g))	Rs. 5,060/- (Article:E, E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Narikeldanga, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Onda Raja Lane. , Premises No. 1/1K, Ward No: 36

Sch No.	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	Self Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		5 Katha 2 Chatak 29 Sq Ft	50,00,000/-	1,34,84,280/-	Width of Approach Road: 26 Ft.
Grand Total :					8.5227Dec	50,00,000 /-	134,84,280 /-	

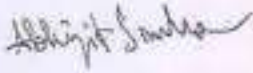
Structure Details :

Sch No	Structure Details	Area of Structure	Selforth Value (In Rs.)	Market Value (In Rs.)	Other Details
S1	On Land L1	2130 Sq Ft	5,00,000/-	10,52,353/-	Structure Type: Structure Tenanted,
Gr. Floor, Area of floor : 2130 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2130 sq ft	5,00,000 /-	10,52,353 /-	

Major Information of the Deed :- I-1603-00475/2018-07/02/2018

10/12/2 Sita Nath Bose Lane., P.O:- Salkia, P.S:- Golabari, District:-Howrah, West Bengal, India, PIN - 711106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANVPM5101C
Status : Representative, Representative of : STALWART NIRMAN L L P (as Partner)

Identifier Details :

Name & address	
Mr Abhijit Sinha Son of Mr Joy Narayan Sinha 48 M I D Road, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr Shlb Nath Dey, Mr Amar Nath Dey, Mr Shyama Kumar Mondal, Mr Sunil Kumar Dey, Mr Ashok Kumar Paul, Mr Sanjay Mondal	
	07/02/2018

Endorsement For Deed Number : I - 160300475 / 2018

On 07-02-2018

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(i), 45(i) W.B. Registration Rules, 1962)

Presented for registration at 11:56 hrs on 07-02-2018, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Sanjay Mondal .,

Certificate of Market Value (WB RUV Rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,45,36,633/-

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

Execution is admitted on 07/02/2018 by 1. Mr Shlb Nath Dey, Son of Late Sachindra Nath Dey, 26/2C Onda Raja Lane., P.O: Sales Tax Building S O, Thana: Narkeldanga, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700015, by caste Hindu, by Profession Business, 2. Mr Amar Nath Dey, Son of Late Sachindra Nath Dey, 26/2C Onda Raja Lane., P.O: Sales Tax Building S O, Thana: Narkeldanga, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700015, by caste Hindu, by Profession Business

Indetified by Mr Abhijit Sinha, , Son of Mr Joy Narayan Sinha, 48 M I D Road, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Advocate

Major Information of the Deed :- I-1603-00475/2018-07/02/2018

Commission of Execution (Under Section 58, W.P. Registration Rules-1992) (Representative)

Execution is admitted on 07-02-2018 by Mr Shyamal Kumar Mondal, Partner, STALWART NIRMAN L L P (LLP), 8/4 Jyotindra Mohan Avenue,, P.O:- Beadon Street S O, P.S:- Burtola, Kolkata, District-Kolkata, West Bengal, India, PIN - 700006

Identified by Mr Abhijit Sinha, , Son of Mr Joy Narayan Sinha, 48 M I D Road, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Advocate

Execution is admitted on 07-02-2018 by Mr Sunil Kumar Dey, Partner, STALWART NIRMAN L L P (LLP), 8/4 Jyotindra Mohan Avenue,, P.O:- Beadon Street S O, P.S:- Burtola, Kolkata, District-Kolkata, West Bengal, India, PIN - 700006

Identified by Mr Abhijit Sinha, , Son of Mr Joy Narayan Sinha, 48 M I D Road, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Advocate

Execution is admitted on 07-02-2018 by Mr Ashok Kumar Paul, , Mr Ashoke Paul Partner, STALWART NIRMAN L L P (LLP), 8/4 Jyotindra Mohan Avenue,, P.O:- Beadon Street S O, P.S:- Burtola, Kolkata, District-Kolkata, West Bengal, India, PIN - 700006

Identified by Mr Abhijit Sinha, , Son of Mr Joy Narayan Sinha, 48 M I D Road, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Advocate

Execution is admitted on 07-02-2018 by Mr Sanjay Mondal, Partner, STALWART NIRMAN L L P (LLP), 8/4 Jyotindra Mohan Avenue,, P.O:- Beadon Street S O, P.S:- Burtola, Kolkata, District-Kolkata, West Bengal, India, PIN - 700006

Identified by Mr Abhijit Sinha, , Son of Mr Joy Narayan Sinha, 48 M I D Road, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Advocate

Payment of Fees:

Certified that required Registration Fees payable for this document is Rs 5,060/- (B = Rs 5,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,060/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/01/2018 1:04PM with Govt. Ref. No: 192017180156597041 on 18-01-2018, Amount Rs: 5,060/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00LGUIR3 on 18-01-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 15,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 106174, Amount: Rs.5,000/-, Date of Purchase: 09/01/2018, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/01/2018 1:04PM with Govt. Ref. No: 192017180156597041 on 18-01-2018, Amount Rs: 15,071/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00LGUIR3 on 18-01-2018, Head of Account 0030-02-103-003-02



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

Major Information of the Deed :- I-1603-00475/2018-07/02/2018

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2018, Page from 14894 to 14943
being No 160300475 for the year 2018.



Digitally signed by ASISH GOSWAMI
Date: 2018.02.07 14:32:49 +05:30
Reason: Digital Signing of Deed.

AS

(Asish Goswami) 07/02/2018 14:32:43
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

05/01/18

00475118

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

D 811039

D 811039

7/02/18
11.56
0/57959/18
MW = 14526633

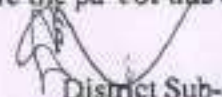
1) Salil Prathidoy

2) Anam - Nalk - Dey

DEVELOPMENT POWER OF ATTORNEY

THIS INDENTURE made on this the 31st Day of January, 2018, BETWEEN,

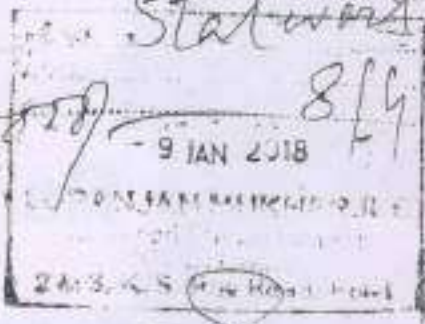
Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.


District Sub-Register-III
Alipore, South 24-parganas

07 FEB 2018

106174

Stalwart Nizaman LLP.



8/9 J.M. Ave
Beadon Str
KOL-6

SURANJAN MUKHERJEE 9 JAN 2018
Govt. Licensed Stamp Vendor
C. C. Court,
2 & 3, K. S. Roy Road, Kol-1



Identified by me.

Atyjit Sinha
Adv.

High Court at Calcutta

WB 551/1998

District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

1) Shib Nath
2) Amar Nath Dey

THIS DEVELOPMENT AGREEMENT

B - E - T - W - E - E - N

1) Sri Shib Nath Dey, having Permanent Account Number: ADDPD6706G



शिव नाथ देय
Shib Nath Dey
DOB: 25-07-1953
Gender: Male
2322 6721 8959
आधार- आम आदमी का अधिकार



and 2) Sri Amar Nath Dey having Permanent Account Number : ACRPD0456G



अमर नाथ देय
Amar Nath Dey
DOB: 25-07-1953
Gender: Male
2322 6721 8959
आधार- आम आदमी का अधिकार



ACRPD0456G
Signature

both are son of late Sachindra Nath Dey, an individual adult, Indian National, Inhabitant of Kolkata by faith Hindu, by Occupation:: Business, residing at Premises 26/2C Omda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015, hereinafter jointly and collectively called and referred to as the "Owners/Vendors" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, legal representatives, successors in office and nominees) Parties of the First Part.

A N D



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District Sub-Registrar-II
Alipore, South 24 Parganas

07 FEB 2018

Shib maha...

Amn mha...

STALWART NIRMAN L L P, a Limited Liability Partnership Firm, Permanent Account Number of Firm ADNFS5405R, having its registered office at 8/4 Jatindra Mohan Avenue, Post Office- Beadon Street S.O., Police Station - Burtolla, Kolkata - 700 006, represented by its partners: -



- 1) Mr. Shyamal Kumar Mondal son of Late Satkari Mondal, an Adult Indian National, Inhabitant of Kolkata, by faith Hindu, by Occupation: Business, Permanent Account Number AEOPM4964M



residing at 8/4 Jatindra Mohan Avenue, Post Office- Beadon Street S.O., Police Station - Burtolla, Kolkata - 700 006,

- 2) Mr. Sunil Kumar Dey Son of Narayan Chandra Dey, an Adult Indian National, Inhabitant of Kolkata, by faith Hindu, by Occupation: Business, Permanent Account Number ADEPD7874J





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District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

1) Still route is

2) Anna-netai

residing at Beledanga Keto Pole, Post Office- Jote Shibrapur, Police Station – Maheshtala, Kolkata - 700141.

- 3) **Mr. Ashok @ Ashoke Kumar Paul** son of Late Gora Chand Paul, an Adult Indian National, Inhabitant of Howrah, by faith Hindu, by Occupation: Business, Permanent Account Number **AFQPP3900D**



residing at 137 Benaras Road, P.O.-Salkia, P.S.– Golabari, Howrah- 711106,

- 4) **Mr. Sanjay Mondal** son of Late Shiba Pada Mondal, an Adult Indian National, Inhabitant of Howrah, by faith Hindu, by Occupation: Business, Permanent Account Number **ANVPM5101C**



residing at 10/12/2 Sita Nath Bose lane, P.O.-Salkia, P.S. – Golabari, Howrah- 711106,

hereinafter referred to as the "Developer" (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include its legal representatives and/or successor or successor-in-office) Parties of the Second Part.

WHEREAS



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District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

- 1) Shiv Nath Deo
- 2) Amar Nath Deo
1. By virtue of Deed of Gift bearing date of 28th day of April, 1951 and registered in the Office of the Registrar of Assurance, Calcutta and recorded in Book No. 1, Volume No. 53, Pages from 87 to 102, being No. 1629 for the year 1951 one Nirmal Kumar De Gifted thereby for the consideration there in contained grant unto the Vendor therein The Ram Krishna Mission having registered office at Belur in the District of Howrah by way of absolute Gift amongst others premises Nos. 136 and 136/1, Beliaghata Road Calcutta absolutely and forever and free from all encumbrances as therein provided.
 2. By virtue of Deed of Sale bearing date of 9th day of April, 1960 and registered in the Office of the Sub-Registrar of Sealdsh, and recorded in Book No. 1, Volume No. 24, Pages from 100 to 109, being No. 863 for the year 1960 said Nirmal Kumar De sold thereby for the consideration there in contained grant unto the Purchaser therein Sachindra Nath Dey by way of absolute Sale of All that piece or parcel of Bustee Land and premises No. 136/1, Beliaghata Road within the Municipal Limit of the town Calcutta portions whereof being Plots 1, 13, 14 & 16 containing total area of about 11 Cottahs 12 Chittaks on which the huts belonging to tenants are situated and after that numbers as Premises Nos. 136/1/H/1 [1 Cottahs 8 Chittaks], 136/1/H/13 & 136/1/H/14 [5 Cottahs 2 Chittaks 29 Sq. ft.], and 136/1/H/16 [5 Cottahs 1 Chittaks 25 Sq. ft.] Beliaghata Road, Calcutta absolutely and forever and free from all encumbrances as therein provided.
 3. Said Sachindra Nath Dey died intestate on 17/01/1970 leaving behind his wife Smt. Gouri Bala Dey two sons Sri Shiv Nath Dey and Sri Amar Nath Dey and three Daughters namely Bharati Dutta, Arati Dutta and Protima Dutta.
 4. By virtue of Deed of Gift bearing date of 1st day of June, 2008 and registered in the Office of the Additional Registrar of Assurance-I, Calcutta and recorded in Book No. 1, Volume No. 69, Pages from 4195 to 4208, being No. 06775 for the year 2008 said Smt. Gouri Bala Dey, Bharati Dutta, Arati Dutta and Protima Dutta Gifted their right title and interest by way of absolute Gift amongst others premises No. 136/1, Beliaghata Road within the Municipal Limit of the town Calcutta portions whereof being Plots 13 & 14 containing total area of about 5 Cottahs 2 Chittaks 29 Sq. ft. on which then the huts belonging to tenants are situated and there after numbers as Premises No. 136/1/H/13 & 136/1/H/14 Beliaghata Road, Calcutta presently Premises No. 1/1K, Onda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015 within the limits of Kolkata



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

absolutely and forever and free from all encumbrances as therein provided hereinafter called and referred to as "The Said Property" in favour of Sri Shib Nath Dey and Sri Amar Nath Dey.

5. After such Gift thus Sri Shib Nath Dey and Sri Amar Nath Dey, the present owners herein, became jointly Owner of the said property and duly mutated their name before the Kolkata Municipal Corporation being Assessee No. 11-036-12-0043-3 and the property renumbered as Premises No. 1/1K, Omda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015 and paying taxes thereto.
6. Sri Shib Nath Dey and Sri Amar Nath Dey being the Owner/s have had expressed his/their interest and consented for development of the Schedule-"A" property and construction thereon a Multi-storied building as per Building Plan to be sanctioned by the Kolkata Municipal Corporation and came in contact with "The Developer" herein and also agreed to develop the Schedule-"A" property and construct thereon a Multi-storied building as per plan to be prepared by them in the name of the Owner/s and sanctioned at its cost under the following terms and conditions which is free from all encumbrances.

AND WHEREAS

Before execution of this Agreement, the Owner/s have represented and assure to the Developer as follows:

- A. That the said property is free from all encumbrances, charges, liens, attachments, impedances whatsoever or howsoever Premises No. 1/1K, Omda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015 District South 24 Parganas more fully described in the Schedule: "A" is fully occupied by the Owner/s.
- B. That there is no notice of acquisition or requisition received or pending in respect of the said Premises No. 1/1K, Omda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015 District South 24 Parganas or any portion thereof.
- C. That the Owner/s will execute a registered General Power of Attorney in favour of the Developer with this presents and/or its Proprietors except any transfer rights, of the property Building of the Landlords share of Flats (Owner/s allocation). The Developer would acquire right, title or interest in the said premises or the structures that are proposed to be constructed by the Developer except the Landlords share of Flats (Owner/s allocation) and the rights, privileges and licenses that might be granted by the



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

Owner/s under the Power of Attorney to be executed by the Owner/s in favour of Developer to enable him to carry out the purposes and objects of these presents.

- D. That the Owner/s have declared to the Developer that the Owner/s have a marketable title in respect of the said property situated thereon without any claim, right, title, interest of any person thereof or therein and the Owner/s have absolute right to enter into this Agreement with the Developer and the Owner/s hereby undertake to indemnify and keep the Developer indemnified against any or all Third Party's claims, actions and demands whatsoever with regard to the title and Ownership of the Owner/s. The Developer has inspected the documents and is satisfied that the Owner/s has a good marketable title from all encumbrances and shall not raise any question/objection/dispute regarding the right or Ownership of the Owner/s.
- E. Relying on the aforesaid representation and believe the same to be true and acting on good faith thereof the Developer being desirous to develop the aforesaid properties on the terms and conditions as contained hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it hereby agreed by and between the parties hereto as follows:-

ARTICLE: 1
(DEFINITION)

In these presents unless it is repugnant to the subject or context:-

1.1 OWNER/S: -

Shall mean **Sri Shlb Nath Dey** and **Sri Amar Nath Dey** both are son of late Sachindra Nath Dey, an individual adult, Indian National, Inhabitant of Kolkata by faith Hindu, by Occupation: Business, residing at Premises 26/2C Omda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015 and respective heirs, representatives, executors and assigns of him.

1.2 DEVELOPER: -

Shall mean **STALWART NIRMAN L L P**, a Limited Liability Partnership Firm, having its registered office at 8/4 Jatindra Mohan Avenue, Post Office- Beadon Street S.O., Police Station - Burtolla, Kolkata - 700 006, represented by its partners 1) **Mr. Shyamal Kumar Mondol** son of Late Satkari Mondol, an Adult



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District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

1) *Shubh Nethu Dey*
Indian National, Inhabitant of Kolkata, by faith Hindu, by Occupation: Business, residing at 8/4 Jyotindra Mohan Avenue, Post Office- Beadon Street S.O., Police Station - Burtolla, Kolkata - 700 006, 2) *Amun-nethu Dey*
Mr. Sunil Kumar Dey Son of Narayan Chandra Dey, an Adult Indian National, Inhabitant of Kolkata, by faith Hindu, by Occupation: Business, residing at Beledanga Keto Pole, Post Office- Jote Shibrampur, Police Station - Maheshtala, Kolkata - 700 141 3) **Mr. Ashoke Kumar Paul** son of Late Gora Chand Paul, an Adult Indian National, Inhabitant of Howrah, by faith Hindu, by Occupation: Business, residing at 137 Benaras Road, P.O. Salkia, P.S. - Golabari, Howrah- 711106, 4) **Mr. Sanjoy Mondal** son of Late Shiba Pada Mondal, an Adult Indian National, Inhabitant of Howrah, by faith Hindu, by Occupation: Business, residing at 10/12/2 Sita Nath Bose lane, P.O. Salkia, P.S. - Golabari, Howrah- 711106 and its successors-in-office and assigns.

1.3 PREMISES: -

ALL THAT piece and parcel of tenanted 40 years old single storied 2130 Sq. ft. brick built messuage part portion is tenement or dwelling house fully occupied by two tenants since in the year of 2000 and part portion was then workshop together with the piece and parcel of Bustee land containing total area of about 5 Cottahs 2 Chittaks 29 Sq. ft. on which then the huts belonging to tenants now fully occupied by tenants are lying and situated at premises No. 136/1, Beliaghata Road within the Municipal Limit of the town Calcutta portions whereof being Plots 13 & 14 and thereafter numbers as Premises No.136/1/H/13 & 136/1/H/14 Beliaghata Road, Calcutta presently Premises No. 1/1K, Onda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015 within the limits of Kolkata Municipal Corporation under Ward 36, Assessee No. 11-036-12-0043-3, District South 24 Parganas, more fully described in Schedule "A", hereinabove and underwritten.

1.4 BUILDING: -

Shall mean the **Multi Storied Building** (or more as per K M C Rule) Storied-Building to be constructed as per Plan to be sanctioned by the Kolkata Municipal Corporation as per Kolkata Municipal Corporation Building Rules 2009, on the Schedule: "A" property by the Developer herein.

1.5 BUILT-UP AREA: -

Shall mean according to its contexts, the plinth area of the flat including the bathrooms and balconies and also thickness of internal wall, pillars and outer walls (But 50% of such internal walls, which are common between two flats) together with the proportionate share of area of staircase & staircase landing of the floor on which the said flat is located in the Building or all the flats of the Building together with total staircase & staircase landing area of the Building as the context permits.

1.6 THE SUPER BUILT-UP AREA OR SUPER BUILT-UP, AREA OF AN UNIT:-

Shall mean according to its contexts, built-up area of the flat together with its proportionate share common portion and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated 35% of the Built-up Area, irrespective of actual measurement of the proportionate share



District Sub-Registrar-II
Alipore, South 24 Parganas

07 FEB 2018

1) Built up area

9

2) Area - 1000 sq. ft.

of the common portion and areas being more or less. However, the Super Built up area of Owner's Allocation and Developer's Allocation shall be calculated in the same manner;

1.7 COMMON AREAS:-

Shall mean and include the passage, ways, stairways, gates, common lavatory, all rain water pipes, sewerage, fittings, fixtures, Lift, manholes pit, gullies, roof, municipal filtered water connection and pipe lines water pump and overhead tank, underground reservoir, fences, boundary wall, courtyard, C.E.S.C. Electric connection, electric supply to the common areas facilities, electrical fixtures in the common areas, main switches, electric room, interior walls, roof, garden, Caretaker's Room and other facilities, which will be provided by the Developers from time to time.

1.8 SALEABLE SPACE:-

shall mean the space in the new Buildings available for independent use and occupation by the developers after making due providing common facilities and space required thereof and after providing the owner's allocation.

1.9 BUILDING PLAN:-

will mean and include such Plan for construction of New Building as be prepared by the Architect / L.B.S. appointed by the Developer and duly sanctioned by the Kolkata Municipal Corporation and/or any other competent authority as the case may be, including any modification, addition, alteration, amendment and/or revision thereto obtained from time to time;

1.10 TRASFER:-

with the geometrical variations shall include transfer by possession & by any other means adopted for effecting what is understood as a transfer of space in multi-storied Building to purchase thereof although the same may not amount to a transfer in law without causing in a manner in convenience or disturbance to the Owner/s.

1.11. TRANSFEREE:-

shall mean a person, firm, limited company, association of persons, H.U.F to whom any space in the Building will be transfer.

1.12. TIME:-

shall mean the construction shall be completed positively **within 36 months** from the date of sanction of the plan.

1.13. WORDS:-

Importing singular shall include plural and vice-versa, the words importing masculine gender shall include famine and vice-versa, and similarly words importing neutral gender shall include masculine and famine genders.



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

1.14. OWNER/S' ALLOCATION:-

A. Shall mean on completion of the proposed Building the Owner/s shall be entitled to get as under:

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- a. Shall mean on completion of the proposed multi storied building the owners shall be entitled to get 50% of the Build-up Area as will be calculated as per the Total Build-up Area of the proposed new building and also 50% share of the Sanctioned Car Parking Space at the Ground Floor of the proposed multi storied building.
- b. The same will be allotted in the manner as follows :-
1. Entire Third Floor and Forth Floor of the proposed building ready to possession condition within time limit as describe in para 1.12 above.
 2. 50% share of the Sanctioned Built-up-Area (if any) at the Ground Floor of the proposed building.
 3. 50% share of the Sanctioned Car Parking Space at the Ground Floor of the proposed building.
 4. A sum of Refundable interest free security deposit (Refundable at the time of hand over of possession of Owners Allocation) Rs. 35, 00,000/- (Rupees Thirty-Five Lakh) only, out of which Rs. 5, 00, 000/- (Rupees Five Lakh) is to pay at the time of execution of this Development Agreement. Balance of Rs. 30, 00,000/- (Rupees Thirty Lakh) will be paid by the Developer after completion of Conversion and Mutation of Land.
 5. Owners will return jointly (in 50:50 ratio) Rs. 35, 00,000/- (Rupees Thirty-Five Lakh) only without interest at the time of hand over of owner's allocation.

INCLUDING common walls, lobbies, staircases, roof etc. constructed covered and un-covered area of the said property as per Sanctioned Plan together with proportionate share in the land underneath the



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

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structure including all common areas and facilities or advantages. The Owner's allocation is mentioned in Schedule : "B" hereunder written, if the area found more or less that would be adjusted at the then market price.

NOT INCLUDING any shops, any offices, rooms at the ground floor of the proposed building.

TOGETHER WITH right to deal with, dispose of or alienate the Owner's Allocation independently without any claim, demand or objection from the Developer in this regard.

1.15 DEVELOPER'S ALLOCATION: -

A. Shall mean on completion of the proposed multi storied Building the Developer shall be entitled to get rest portion (except owner's allocation) of the total constructed area [be it built up area or super built up area] of the New Building including rest Car Parking Spaces (except Owner's Allocation) sanctioned and open, common areas, spaces, utilities, amenities and facilities in the New Building. The Developer's Allocation covers many Flats and Car Parking Spaces including but not limited to the following Flats and Car Parking Spaces.

INCLUDING common walls, lobbies, staircases, roof etc. constructed covered and un-covered area of the said property as per Sanctioned Plan together with proportionate share in the land underneath the structure including all common areas and facilities or advantages.

TOGETHER WITH right to deal with, dispose of or alienate the Developer's Allocation independently without any claim, demand or objection from the Owner in this regard.

ALSO except the Owner/s' allocation, all Flats, Car Parking Spaces, Office Space, and other spaces will be treated as Developer's allocation with undivided proportionate share of land of the said proposed Building mention herein Schedule- "A". The Developers shall have right to enter into an Agreement for Sale for any type of transfer, Deed of Conveyance, lease, rent or in any way of deed with the same as the absolute Owner/s thereof in the manner hereinafter provided. The Developer's allocation is mentioned in Schedule: "C" hereunder written.

1.16 ARCHITECT / L.B.S.:-

Shall mean such person or persons having requisite qualification and experience required under the relevant laws/rules to Act as Architect / L.B.S, who will be appointed by the Developers for designing and supervision of the Building to be constructed on the **Schedule: "A"** property.



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District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

1.17 COMMENCED

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

1.18 ADVOCATE:

Shall mean **Sri Abhijit Sinha**, Advocate, High Court at Calcutta as an Advocate and he is appointed by the Developer.

1.19 TENANTS:

- a. **Sandhya Das** wife of Late Kalipada Das presently resident as well as tenant of Premises No. No. 1/1K, Onda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015 occupied portion 710 Sq. ft. Approx. Dwelling Portion of the said Premises No. No. 1/1K, Onda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015 consisting of 2 (Two) Bed Rooms, 1 (One) Dining cum Drawing, 1 (One) Kitchen, 1 (One) Toilet, 1 (One) W.C. and 1 (One) Veranda Amount of Rent Rs. 150/- Per Month since 1999.
- b. **Kiransankar Pal** son of Bshnupada Pal presently resident as well as tenant of Premises No. No. 1/1K, Onda Raja Lane, Post Office-Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015 occupied portion 800 Sq. ft. Approx. Office Room for commercial use of the said Premises No. No. 1/1K, Onda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 Amount of Rent Rs. 250/- Per Month since 1997.

ARTICLE: "II"
(COMMENCEMENT)

This Agreement shall be made to have commencement with effect from the date of Execution of this Development Power of Attorney, in respect of Premises No. No. 1/1K, Onda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015 within the limits of Kolkata Municipal Corporation under Ward 36, Assessee No. 11-036-12-0043-3, District South 24 Parganas but time of completion of project will be calculated as mention in 1.12. after completion conversion and mutation of Land thereafter from the date of sanction of the plan from the competent authority of K M C.

ARTICLE: "III"
(OWNER/S' RIGHTS AND DECLARATION)

THE OWNER/S HEREBY DECLARE THAT:-

- 3.1 The Owner/s is/are jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said property.



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

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- 3.2 Other than the Owner/s, other Owner/s have claim, right title and/or demand over and in respect of the said premises and/or part portion thereof.
- 3.3 That there is no excess land within the meaning of Urban Land Ceiling & Regulation Act, 1976 on the said Property.
- 3.4 That there are no arrear taxes to be payable to the Kolkata Municipal Corporation and no proceedings for recovery of taxes is pending.
- 3.5 That the Owner/s till date have not yet entered into any Agreement with other any person or persons for sale or joint venture or whatsoever or any Third Party.
- 3.6 That the Schedule : "A" property is not affected by mortgage, liens, impendences, Thika, Raajmahal, debater or trust or any Will wakf and until date, no notice of acquisition or requisition has been served upon the Owner/s from any concerning authority.
- 3.7 The Owner/s hereby handover all the original documents (Original Land Purchase Deed, Mutation Certificate, and others as required) Premises No. No. 1/1K, Omda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015.
- 3.8 The Owner/s are jointly declared that they will pay and/or liable to meet up all financial liabilities of the existing Creditors relating to the Schedule- "A" mentioned Land in presence of Developer and shall obtain No dues certificate from their Creditors.
- 3.9 The Owner/s are jointly agreed that they will not raise any objection and allow Developer's security Guard to 24 hours look after the said Property after completion of this presents.
- 3.10 *x Anon-Nethi Dty.* If the Owners will intend to hand over Built up Area in lieu of Refundable interest free security deposit (Refundable at the time of hand over of possession of Owners Allocation) Rs. 35, 00, 000/- (Rupee Thirty Five Lakh) then Value of the Built up Area will be calculated as per present Market value @ Rs. 4, 000/- (Four Thousand) per Sq. ft. equal to 875 Sq. ft. Built up Area of the Proposed Building except Ground Floor Area.

ARTICLE: "IV
(DEVELOPER'S DECLARATION)

- 4.1 That the Developers hereby undertake to construct the said Building in all respect within the stipulated period of 36 months from the date of sanction of Plan by Kolkata Municipal Corporation.
- 4.2 That the Developers hereby further undertakes to obtain and handover to the Owner/s the completion certificate issue by the K M C.
- 4.3 That the Developers hereby undertake to hand over a copy of sanction Plan and other relevant documents to the Owner/s.



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

- 1) Soil mother Deed
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- 4.4 That the Developers hereby further declares that they will hand over the sanctioned Building in respect of the said Building after completion of the same to the Secretary or Representatives of the Flat Owner/s and mother Deed.

ARTICLE: "V"
(DEVELOPER'S RIGHTS)

- 5.1 That the Owner/s hereby grant rights to the Developers to construct the Building on the existing land of the **Schedule: "A"** property.
- 5.2 The Owner/s hereby grant, subject to what has been herein provided exclusive right to the developers to Build upon and to exploit commercially the said plot of land and shall be able to construct the new Building thereon in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or cause to be made by the parties hereto.
- 5.3 All application, plans & other papers and documents as may be required by the developers for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the developers on behalf of the Owner/s at their own costs and expenses and the developers shall pay charges and bear fees including architects / L.B.S fees required to be paid or deposited for exploitation of the said property provided however that the developers shall be exclusively entitled to all refunds or any or all payments and/or deposit made by developers.
- 5.4 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner/s of the said premises or any part thereof to the developers or as creating any right, title and interest by the developers to commercially exploit the same in terms and to deal with the developer's allocation in the new Building in the manner herein after stated except Owner/s' allocation.

ARTICLE: "VI"
(CONSTRUCTION)

- 6.1. In consideration of the Owner/s having agreed to permit the Developers to commercially develop the **Schedule: "A"** premises by construction, creating and Building, the Developers has agreed to allocate the Owner/s' allocation/ constructed space in the said property together with the proportionate undivided share in the common parts, facilities and land which shall hereinafter called as the Owner/s' allocation, which is mentioned in **Schedule: "B"** hereunder written.
- 6.2. That the said Owner/s' allocation shall be constructed and completed with good standard materials available specially the steel bars of different diameter, cement, electrical, sanitary and plumbing items must be of ISI and the said Building will be decent one and shall contain all other amenities which are normally provided in a decent residential Flat.



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

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ARTICLE: "VII"
(PROCEDURE)

- 7.1 That the Owner/s shall grant to the Developers and/or its Partners a Registered Power of Attorney as may be required for the purpose of execution of sale Deed, obtaining necessary permission and approvals from the different authorities in connection with the construction of the Building.
- 7.2 That the Developers shall sell and transfer the undivided proportionate share of land underneath the Building comprised in the portion of the said Flat retaining itself undivided proportionate share in the land underneath the Building attributed to the Owner/s' allocation to the Owner/s as mentioned in Schedule: "B" hereunder written.
- 7.3 That the Developers shall give the possession in a habitable condition to the Owner/s herein and to the Buyers. The Developers will not be liable or responsible in anyway if the Owner/s do not take possession after complete of the Flats (Owner/s' allocations) inspite of receiving intimation in writing from the Developer.
- 7.4 That the Developers and/or its Partners shall execute Agreement for Sale, Deed of Sale, take Advance time to time and registered Agreement for Sale, Deed of Conveyance as Constituted Attorney of the Owner/s for the Developer's allocation and the Owner/s shall have no right to execute any Deed of Transfer for the Developer's allocation without Developer's consent as may require and also without handing over Owner's Allocation no Deed of Transfer shall be executed by the Developer.
- 7.5 All men and machinery and materials will be supplied by the Developers at its own costs and expenses and by the Supplier nominated by the Developer.
- 7.6 All the materials e.g. electrical goods, sewerage goods, water pipe lines, bricks, sands, irons, windows, doors, stone chips and all materials relating to the construction will be supplied by the Developers at its own sweet will from the Supplier of the Developers and the Owner/s cannot raise any objection for the same.
- 7.7 That the Developers shall negotiate the terms and conditions with the intending Purchaser/s for the sale of Flat of the Developer's allocation portion and shall receive and power to en-cash the entire advance/consideration money from the intending Purchasers of the said Flats and shall discharge the money receipt for the same as a Constituted Attorney for the Owner/s in respect of the flats and undivided share of land.
- 7.8 By virtue thereof the Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's allocation after handing over and



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

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making over the said Owner/s' allocation with its satisfaction with the possession letter and letter of acceptance. The building completion certificate will be obtained from the Kolkata Municipal Corporation and the cost will be borne by the Developer herein. The Developer shall execute the necessary Deed of Sale as Constituted Attorney of the Owner/s in respect of the Developer allocation as aforesaid at the absolute exclusion of any claim, demand, objection, interference and intervention of the Land Owner/s on any account and under any circumstances whatsoever.

- 7.9 All the ISI standard electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at his own costs and the Land Owner/s cannot raise any objection for the same. All costs will be borne by the Developer regarding construction. The particular of such specification of construction are more clearly written in Fifth Schedule hereunder.
- 7.10 That the Developer shall negotiate the terms and conditions with the intending purchaser(s) for the flat(s) of the Developer's allocation and shall receive the entire consideration money from the intending purchaser of the said flat (s) and shall discharge money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchaser for the Developer allocation in the said premises and the Owner/s shall not be liable for any act done by the Developer and the Developer exclusively shall be liable for the same.
- 7.11 The Land Owner/s shall grant a General Power of Attorney to the Developer appointing them as their Attorney to negotiate with terms and conditions with the intending Purchaser, to collect consideration either in part or in full in respect of the Developer allocation to admit and effect registration and to do all acts, deeds and things as found necessary for transferring the Developer allocation portion.
- 7.12 The Developer shall use in the said construction the standard and approved quality of materials as specified herein. The Developer Shall Remain obliged to hand over to the Land Owner/s a copy of the Sanctioned Building Plan before commencement of the construction work. Original deeds or documents or records in respect of the said premises shall be handed over to the Developer by the Owner/s as and when required. No Adjustment on the Land Owner/s' Allocation shall be allowed on any account whatsoever.

ARTICLE: "VIII"
(POSSESSION & CONSTRUCTION)

- 8.1 That, the Owner/s this day make over and deliver vacant possession of the **Schedule: "A"** property for the purpose of construction and shall allow the Developers and its men and agents, mason to enter into the said property for the purpose of construction and for the other purpose which are required for



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

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 the construction of the Building and the Developers shall be in possession of the said property till completion of the Building and/or handing over the Flat to 'the respective Purchasers.

- 8.2 The Owner/s shall give quiet, peaceful and unencumbered possession of the previously mentioned premises to the developers simultaneously with the execution of this agreement enabling the developers to survey the entire premises and for making soil testing and preparation of the proposed Building plan.
- 8.3 The developers shall complete the construction of the Building positively within 36 months from the date of sanction of the plan and shall hand over Owner/s' allocation by the developers with the arrangements and other accessories as per specification given details in Schedule 'F' below.
- 8.4 The developers shall on completion of the proposed new Building put Owner/s in undisputed possession of the owner's allocation and the Owner/s shall enjoy the said Owner/s' allocation together with all rights in common to the common portions as absolute Owner/s thereof.
- 8.5 The developers shall be exclusively entitled to the developer's allocation in the new Building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affected his interest without any right, title, claim or interest therein whatsoever of the owner/s and the owner/s shall not any interfere with or disturb the quire and peaceful possession of the developer's allocation. The developers shall only transfer by way of proper deed of conveyance either in favor of the partners or in favor of the nominee/ nominees of the developers or purchasers the undivided share of the land excepting the proportionate share of land of the Owner/s.
- 8.6 In so far as necessary all detailing by the developers in respect of the proposed new Building shall be in name of the owner/s for which purpose the owner/s undertake to give a power of attorney to the Developers and/or its Partners in a form and manner reasonably required by the developers. It being understood however such dealings shall not in any manner fasten or create any financial or legal liabilities upon the owner/s nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.
- 8.7 That the Developers shall execute the deed of conveyance in favor of the purchasers or its nominee in respect of the part or parts of the proposed new Building as shall be required by the promoter all costs and all expenses in that behalf will be borne paid by the Developers.
- 8.8 That, the Owner/s this day make over and deliver vacant possession of the Schedule: "A" property for the purpose of construction and after taking possession Developer is entitle to fix Sing Board for in its name and also entitle post security Gourd to look after the property till completion of the Building and/or handing over the Flat to 'the respective Purchasers

the construction of the Building and the Developers shall be in possession of the said property till completion of the Building and/or handing over the Flat to the respective Purchasers.

- 8.2 The Owner/s shall give quiet, peaceful and unencumbered possession of the previously mentioned premises to the developers simultaneously with the execution of this agreement enabling the developers to survey the entire premises and for making soil testing and preparation of the proposed Building plan.
- 8.3 The developers shall complete the construction of the Building positively within 36 months from the date of sanction of the plan and shall hand over Owner/s' allocation by the developers with the arrangements and other accessories as per specification given details in Schedule 'F' below.
- 8.4 The developers shall on completion of the proposed new Building put Owner/s in undisputed possession of the owner's allocation and the Owner/s shall enjoy the said Owner/s' allocation together with all rights in common to the common portions as absolute Owner/s thereof.
- 8.5 The developers shall be exclusively entitled to the developer's allocation in the new Building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affected his interest without any right, title, claim or interest therein whatsoever of the owner/s and the owner/s shall not any interfere with or disturb the quire and peaceful possession of the developer's allocation. The developers shall only transfer by way of proper deed of conveyance either in favor of the partners or in favor of the nominee/ nominees of the developers or purchasers the undivided share of the land excepting the proportionate share of land of the Owner/s.
- 8.6 In so far as necessary all detailing by the developers in respect of the proposed new Building shall be in name of the owner/s for which purpose the owner/s undertake to give a power of attorney to the Developers and/or its Partners in a form and manner reasonably required by the developers. It being understood however such dealings shall not in any manner fasten or create any financial or legal liabilities upon the owner/s nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.
- 8.7 That the Developers shall execute the deed of conveyance in favor of the purchasers or its nominee in respect of the part or parts of the proposed new Building as shall be required by the promoter all costs and all expenses in that behalf will be borne paid by the Developers.
- 8.8 That, the Owner/s this day make over and deliver vacant possession of the Schedule: "A" property for the purpose of construction and after taking possession Developer is entitle to fix Sing Board for in its name and also entitle post security Gourd to look after the property till completion of the Building and/or handing over the Flat to the respective Purchasers



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

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ARTICLE: "IX"
(OWNER/S' INDEMNITY)

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- 9.1 That the Owner/s hereby undertake that the Developers shall be entitled to the said construction and shall enjoy the allocate share without any interference and/or disturbance provided the Developers perform and fulfills all the terms and conditions herein contained and/or its part to be observed and performed. The Owner/s shall have to hand over the original deeds and last tax bills to the Developers for the necessary documentation and paper works of the projects with proper receipt and paid all K M C Rates & Taxes at the time of execution of this presents.
- 9.2 If the Developers not completed the Building within the specified period, entire land/property will automatically go to the possession of the Owner/s save and except force majeure clauses and Legal Causes.
- 9.3 The Owner/s hereby agree and covenant with the developers not to do any act or deed or thing hereby the developers may be prevented from selling, assigning and/or disposing of any portion of the developer's allocation portion in the Building or of the said property save and except the right of land.
- 9.4 The Owner/s hereby agree and covenant with the developers not to let out grant, lease mortgage and/or charges the allocated portion of the developers in the super built up construction but shall have all right to let out grant, lease, mortgage and/or charges her allocated portion to any person's, company/s, save and except the Owner/s' allocation. The developers also shall not have any right to let grant, lease, mortgage and/or charges the allocated super built up area of the Owner/s but shall have all right to let out grant, lease, booking money etc. from the person's, companies except owner's allocation.
- 9.5 The Owner/s hereby undertake that the developers shall be entitled to the said construction and shall enjoy her allocated portion without any interference and/or disturbance provided the Developers performs and fulfills and all singular the terms and conditions herein contained and/or its part to be observed and performed.

ARTICLE: "X"
(DEVELOPER'S INDEMNITY)

- 10.1 That the Developers hereby undertakes to keep the Owner/s indemnified against the action suit, costs proceedings and Third-Party claims and actions arising out of any sort of act or commission of the Developers with regard to the development of the said premises. In the matter of construction of the new Building the strictly in terms of the plan to be sanctioned by the Kolkata Municipal Corporation on that behalf and owner have to observe the entire construction of the Proposed Building.



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District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018



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District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

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ARTICLE: "XII"
(ARBITRATION)

- 12.1 In case of any dispute and difference or question arising between the Parties hereto with regard to this Agreement the same shall be referred to Arbitration under the Provisions of Indian Arbitration Act, 1996.
- 12.2 The Owner/s cannot create any type of obstruction to the Developer's ingress and egress in the Schedule : "A" property as and when necessary and cannot restrain the Developers by any Court of Law from this day till the date of completion or handing over of the respective Flats to the intending Purchaser/s.
- 12.3 That after completion of the Owner/s' allocation, the Developers shall inform the Owner/s to take possession of the Owner/s' allocation and the Developers shall hand over the Owner/s' allocation within 36 months from the date of Plan sanction by Kolkata Municipal Corporation or vacant possession, whichever is later.

ARTICLE: "XIII"
(DEVELOPER'S ALLOCATION)

- 13.1 That the Developers shall be entitled to for its allocation, Common area common parts including the undivided share, in land, in common facilities attached thereto and also the common staircase including the right of the roof, which is common for both the Developers and the Owner/s. The Developers shall be entitled to get except the Owner/s' allocation, all Flats, Car Parking Spaces and other spaces, offices, rooms at the ground floor of the proposed Building will also be treated as Developer's allocation. The Developers shall have right to enter into an Agreement for Sale, Deed of Conveyance, any type of transfer, lease, rent or in any way of deed with the same as the absolute Owner/s thereof in the manner hereinafter provided. The Developer's allocation is mentioned in Schedule: "C" hereunder written.

ARTICLE: "XIV"
(MISCELLANEOUS)

- 14.1 That the Developers shall be liable to pay the taxes from the date of this Agreement till date of completion of the Building and after completion of the said Building and after taking possession and fulfillment of Schedule: "B", the Owner/s shall pay proportionate tax for her allocated portion and the intending purchaser shall be liable to pay her allocated portion in pro-rata basis from the date of possession. If there are any dues of property taxes, Service Tax or any Owner/s taxes regarding the said property before the date handing over the same to the developers that would be borne by the Owner/s.



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District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

- 14.2. Both the Parties shall abide by all laws, byelaws, rules and regulations of the Government, local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws, etc.
- 14.3. That the Developers and the Owner/s shall mutually frame scheme for the Management and Administration of the said Building and/or common parts thereon. The Owner/s and the Developers hereby agree to abide by all the rules and regulations of such Management/Society/Association /Molding Organization and hereby give her consent to abide by the same.
- 14.4. All debris shall belong to the Owner's except Bricks.
- 14.5. As soon as the new Building will complete within the time hereinafter mentioned, the developers shall give written notice to the Owner/s for its allocation in the Building and there being no dispute regarding the completion of the Building in terms of this agreement and according to the specification and plan thereof and Completion certificate of the K M C being produced to the effect and after 30 days from the date of service of such notice and at all-time thereafter the Owner/s shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred as the said rates) payable in respect of the Owner/s allocation the said rates to be apportioned pro-rata with reference to the saleable spaces in the Building.
- 14.6. From the date of handing over the possession of the owner's allocation the Owner/s shall pay the developers the Maintenance Expenses, service charges for the common facilities in the new Building. The developers may contain maintaining the Building on receiving service charges at the rate as well as settle prior to handing over possession of the flat Owner/s by the developers.
- 14.7. The Owner/s and the developers have entered into the agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developers and the Owner/s. The parties hereto can proceed with this agreement.
- 14.8. These present shall be construed right to exploit the same in terms thereof provided the developers shall be entitled to borrow money from any Bank's without creating any financial liability on the Owner/s of effecting and his/her/their estate shall not be encumbering and/or be liable for payment of any dues of such Bank/s and for that purpose the developers shall keep the Owner/s indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.
- 14.9. That if it orders and/or claims by the registrar of the registration stamp on the basis of any assessment



District Sub-Registrar-III
Alipore, South 24 Parganas

07 FEB 2018

of valuation of the entire property, the developers shall bear the said costs and accordingly shall be entitled to sell, transfer, alienate by way official deed of conveyance/s in respect of the undivided proportionate share of land and the portions of the Building save and except the Owner/s allocation to any person/s at its sole discretion as vendor and for the Owner/s shall give all powers to the developers.

- 14.10 Any notice required to be given by the developers shall without prejudice to any other mode of service available be deemed to have been served upon the Owner/s if sent to them under registered post with acknowledge due at the address given in this agreement.
- 14.11 That the Owner/s hereby fully agree and consent that the developers shall have the right to advertise, fix hoarding or sign board of any kind relating to the publicity for the benefit or commercial exploitation of the new Building from the date of execution of this agreement and on completion of the Building or earlier all such advertisements and hoarding shall be cleared of by the Developer at his own costs.
- 14.12 The original agreement and a Xerox copy of the deed in respect of the said property shall be kept at the city office of the developers or at the office of their agent for the inspection of, he intended purchaser/s.

ARTICLE: "XV"
(CONSIDERATION)

- 15.1 In consideration of the Owner/s having agreed to permit the developers to commercially exploit the said property and to construct erect and Built a new Building in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation in the name of the Owner/s and in accordance with the specification materials of which are stated in details in "Schedule- 'F'" below.
- 15.1(a) In consideration proportionate share of the Land (Except the Owner/s' Allocation of Land after completion of the proposed Building) of Premises No. No. 1/1K, Omda Raja Lane, Post Office- Sales Tax Building S.O, Police Station: Narkeldanga, Kolkata: 700 015, on completion of the proposed Building the Owner/s shall be entitled to get Schedule-"B" mentioned property including service area as will be calculated as per the Total Built-up Area of the proposed new Building.
- 15.1(b) In consideration of all the expense's in form of Cash, Cheques, Drafts, Fees, Taxes, Cass, Labours, Technical Know How, Management and any other means incurred to complete the construction of the proposed new Building at Premises No. No. 1/1K, Omda Raja Lane, Post Office- Sales Tax Building S.O., Police Station: Narkeldanga, Kolkata: 700 015, District South 24 Parganas, Developer's will get remaining all parts except the Owner/s' allocation.