

*1) Sub part 1*  
*2) Ann-mlh-02*

**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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- 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



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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.



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- 15.2 The developers shall hand over the Owner/s' allocation in accordance with the specification more fully described in the schedule 'D' below and the developers shall construct and complete residential flat in accordance with the sanctioned plan by the Kolkata Municipal Corporation. The developers shall bear all costs, charges and expenses for the construction of all the residential flats including the Owner/s' allocation will be made fit for occupation with proportionate right in all common portion of the said new Building.

**ARTICLE: "XVI"**

**COMMON RESTRICTION**

- 16.1 The Owner/s' allocation in the new Building shall be subject to the same restrictions on transfer and use as are applicable to the developer's allocation in the new Building intended for common benefits of all occupiers of the new Building which shall include the followings:
- i) Both the parties shall abide by all laws, byelaws rules and regulations of the Govt., local bodies and association when formed in future as the case may be without invading the right of the Owner/s.
  - ii) The respective allotted shall keep its respect. The Building in good working conditions and repairs.
  - iii) Neither party shall throw accumulate any dirt rubbish waste or refuse or permit the same to be thrown or accumulated in or around the new Building or in the compound corridors any other portions of the new Building.

**ARTICLE: "XVII"**

**JOINT OBLIGATIONS**

- 17.1 The Developers shall develop to construct a multi storied Building on the said land as per corporation rules after utilizing the available F.A.R. as percent rules in vogue.
- 17.2. The Owner/s will lend its name and signature in all paper, plans, documents and deeds those may come in the way of the Developers for successful implementation of the project since the project will be promoted in the Owner/s' name and under the Owner/s' allocation.
- 17.3. The Owner/s will forward to the Developers the title deed of the land against accountable receipt on execution of the agreement for developer's record and reference. The developers shall ultimately return the said original title deed / deeds to the Owner/s for its preservation.
- 17.4. If the project fails without creating any damages of the properties though for no fault of the developers, the Owner/s are legally liable to pay back Rs. 35, 00, 000/- (Rupees Thirty-Five Lakh) forthwith to the Developer without interest that will be paid by the Developer on or after execution of this presents.



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- 17.5 Owners and Developer agreed that after sanctioning building plan in any time Developer are able to sanction another extra floor upon the said Multi Storied Building on that occasion Both the parties will bear total construction cost of the extra floor equally and entitle to get Built-up-area equally.
- 17.6 In case of violation or breach of the covenants or provisions or stipulations under the head-owner's allocation and developer's obligation by the developers herein then he shall have no defense if the Owner/s in the court of law for such violation or breach sue him.
- 17.6 Both the Owner/s and the developers shall abide by the instant Development Agreement but not the other agreement signed by both the parties today, that is, on the same day.

**THE SCHEDULE: "A" ABOVE REFERRED TO**

**(DESCRIPTION OF THE "SAID PROPERTY" HERE DEVELOP)**

ALL THAT piece and parcel of 40 years old cement finished single storied 2130 Sq. ft. brick built messuage part portion is tenement or dwelling house occupied by Sandhya Das occupied portion 710 Sq. ft. Approx. since 1999 and part portion was then workshop/Office Space now occupied by Kiransankar Pal occupied portion 800 Sq. ft. Approx. Office Room for commercial use since 1997, lying on Bustee land then under Beliaghata Mouza, Holding No. 50 Division -II, Sub-Division-20, District, 24 Parganas containing total area of about 5 Cottahs 2 Chittaks 29 Sq. ft. on which then the huts belonging to tenants in dwelling house portion are well known as then 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, Omda 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 under the jurisdiction of Additional District Sub-Registration Office at Sealdah and District Registrar at Alipore and Additional Registrar of Assurances, Kolkata, and butted and bounded as follows:-

- ON THE NORTH : 26' Omda Raja Lane & Premises no. 26/2B, Omda Raja Lane.
- ON THE SOUTH : Premises no. 1/1H, Omda Raja Lane.
- ON THE EAST : Premises no. 1/1H & 1/1J, Omda Raja Lane.
- ON THE WEST : Premises no. 136/1A, Beliaghata Road & Premises no. 1, Omda Raja Lane.



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Or Howsoever otherwise the same are/is /was/were heretofore-butted bounded called known numbered described or distinguished.

The Land is shown on the Plan annexed hereto with the border Red and the Plan is treated as a part of this Deed.

**THE SCHEDULE: "B" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE OWNER/S' ALLOCATION)**

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

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.

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.



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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.

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.

**THE SCHEDULE; "C" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)**

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 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, lease or in any way of deed with the same as the absolute Owner/s thereof in the manner hereinafter provided.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
**COMMON PARTS AND/OR COMMON AREAS FACILITIES AND AMENITIES**

**SECTION - A :** (Those which are included in the construction price)

**AREA :**

**PART - I**

- a) Open and/or covered paths and passages ;
- b) Lobbies and stair cases ; Main Gate ; Side Entrance ;



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- c) Common installations on the Roof ;  
 d) The ultimate Roof of the new building .

**AREA NOT COVERED UNDER PART - I**

Common areas shall not include the open or covered Car Parking Spaces and other open and covered spaces in the Ground Floor at or within the premises which shall remain exclusive property of the Developer.

**PART - II**

1. **WATER AND PLUMBING** :  
Water reservoirs, water tanks, water pipes (save those inside any Unit)
2. **ELECTRICAL INSTALLATION** :
  - a) Wiring and accessories for lighting of Common areas.
  - b) Pump and Motor.
  - c) Lift, Lift Machine.
3. **DRAINS** :  
Drains, Sewers, Pipes and Septic Tank.
4. **OTHERS** : Other common areas and installation and / or equipment as are provided in the new Building for common use and / or enjoyment save and except the portions mentioned hereinabove exclusively reserved by the Developer.

**SECTION - B**

(Those for which proportionate costs are to be paid by the Purchaser)

1. Electric installations relating to Meter including service lines for receiving electricity from suppliers.
2. Electrical Meter, Accessories and wiring for common areas and common purposes.
3. Other facilities or installations provided for the common use of the Co-Owners and not covered by SECTION - A herein above.
4. Save and except as aforesaid all open spaces and portion of the building shall absolutely belong to the Developer, who shall be absolutely entitled to deal with or transfer the same without any objection or interference from the Purchaser or any person claiming through him.

**THE SCHEDULE "E" ABOVE REFERRED TO**

**(COMMON EXPENSES)**

1. **MAINTENANCE** : Land Owners, Purchasers and Partners of STALWART NIRMAN L L P if they want to hold and/or reside in the proposed building shall be bound to pay one-time Deposit of Rs. 30, 000/- (Thirty Thousand) per unit for provision of "Building Maintenance Fund" at the time of taking possession of Flat/s and will be pay Rs. 2/- per Sq. ft. per month for maintenance of the said proposed building. All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common areas including the exterior or interior (but not inside any Unit) walls of the new building. Developer

1) Slab work etc

2) Area Multi-Dwg.



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- 1) Soil Proximity  
2) Amenities - Def.
2. OPERATIONAL : All expenses for running and operating all machinery, equipment and installation comprised in the common areas including pumps and other common installations including their license fees, taxes and other levies (if any) and the lights of the common areas.
  3. STAFF : The Salaries of and all other expenses on the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other employment and benefits.
  4. ASSOCIATION : Establishment and all other expenses of the association including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the association.
  5. INSURANCE : All expenses for insuring the new Building and / or the common areas, inter alias, against earthquake, fire, mob violence, damages civil commotion etc.
  6. FIRE FIGHTING : Costs of installing and operating the fire-fighting equipment and personnel, if any.
  7. COMMON UTILITIES : All charges and deposits for supplies of common utilities to the co-Owners in common.
  8. ELECTRICITY : All charges for the electrical energy consumed for the operation of the common machinery and equipment.
  9. LITIGATION : All litigations expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.
  10. RATES AND TAXES : Municipal tax, multistoried building tax, water tax, and other levies in respect of the land and the new building save those separately assessed on the Purchaser.
  11. RESERVES : Creation of fund for replacement renovation and other periodic expenses.

**THE SCHEDULE "F" ABOVE REFERRED TO**  
**(SPECIFICATIONS OF CONSTRUCTION)**

Construction to be made and equipment, fittings and fixtures to be installed and provided in the building shall be standard ISI marked quality and according to the plans and advice of the architect and including the following :

|                 |  |
|-----------------|--|
| Foundation      | Pocket/Strip/Raft foundation as per soil investigation report.   |
| Structure       | R.C.C. framed building with column and beams.  |
| Super structure | 250/200 mm external brick walls, 125/75mm internal brick walls.  |
| Main Door       | Branded front side kit ply pasting Flash door, fitting with sal wood frames front Door teak wood ply and lock. |



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|                 |   |
|-----------------|---|
| Doors (Inside)  | Seasoned and treated waterproof plywood flush doors with good quality sal wood frames.  |
| Windows         | Aluminium sliding windows with M. S. Grill.   |
| Flooring        | Vitrified Tiles / Morwar Marble flooring in rooms.  |
| Bathrooms       | Anti Skating Tiles / Morwar Marble flooring and Orient or equivalent make Ceramic tiles dado up to 7 ft. Height on the walls, Geyser point and Hot and cold water pipes, C. P. fixtures and sanitary wares in white. (with good quality wall mounted concealed system. Extra work expenses born by the Party) |
| Kitchen         | Anti Skating Tiles flooring, Granite cooking platform with stainless steel sink, ceramic tile upto 2 feet above the platform.   |
| Electrical      | Copper wires in concealed conduits with Anchor Nao switches. Exhaust fans connection in all bathrooms and kitchen. Air Condition connection in all Rooms.   |
| Internal finish | Plaster of Paris finish on walls and ceiling.   |
| External finish | Sandtax matt paint or equivalent / weather coat   |
| Water supply    | KMC supply line along with deep tube well (if permissible), reservoirs (overhead and underground)   |
| Communications  | Broad Band wiring in Drawing and Master bedroom, Cable T.V. wiring in Drawing room and Master bedroom.  |
| Lift            | 5 passengers of L.T. Elevators/Power Cab/Big Boss or equivalent make.   |

**EXTRA COST / CHARGES ( Born by the Purchaser/Owners )**

- i. Collapsible Gate in the Front Door.
- ii. Balcony Covered Grill.
- iii. Box Grill in Window.
- iv. Main Electric Service line and individual Meter install for Rs. 25,000/- (Rupees twenty-Five thousand) only.
- v. Power back up or actual charges whichever is higher.

**SCHEDULE "G"**

**(EXECUTION)**

In witness whereof, the parties of the one part the "Owner/s" Sri Shib Nath Dey and Sri Amar Nath Dey and parties of the second part STALWART NIRMAN L L P, a Limited Liability Partnership Firm, represented by its partners 1) Mr. Shyamal Kumar Mondol 2) Mr. Sunil Kumar Dey 3) Mr. Ashoke Kumar Paul 4) Mr. Sanjoy Mondal have set and subscribed its respective hands and signature, on the 31st.....day of January, Two Thousand Eighteen (...31.../01/2018):-

**SIGNATURE OF THE PARTIES:**

1) Shib Nath Dey

Signature of the Land Owner/s:

*Shib Nath Dey*  
 .....  
 Sri Shib Nath Dey

*Amar Nath Dey*  
 .....  
 Sri Amar Nath Dey

Signature of the Developer STALWART NIRMAN L L P, a Limited Liability Partnership Firm, represented by its partners:

STALWART NIRMAN LLP  
*Shyamal Kumar Mondal*  
 Designated Partner

1) Mr. Shyamal Kumar Mondal

STALWART NIRMAN LLP  
*Sunil Kumar Dey*  
 Designated Partner

2) Mr. Sunil Kumar Dey

STALWART NIRMAN LLP  
*Ashoke Kumar Paul*  
 Designated Partner

3) Mr. Ashoke Kumar Paul

STALWART NIRMAN LLP  
*Sanjay Mondal*  
 Designated Partner

4) Mr. Sanjay Mondal



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**SCHEDULE "H"**  
**MEMO OF CONSIDERATION**

We, received sum of Rs. 5, 00, 000/- (Rupee Five lakh) only from the above-mentioned developer towards the interest free refundable consideration money for a part of total owner's allocation for developing the above mentioned property.

**M E M O**

| Sl. No.      | Date          | Bank Draft No. | Bank                     | Amount [Rs.]            | Payable to    |
|--------------|---------------|----------------|--------------------------|-------------------------|---------------|
| 1.           | 30/11/2017    | 201687         | HDFC (HDFC000008)        | 1, 00, 000/-            | Shib Nath Dey |
| 2.           | 30/11/2017    | 505781         | SBI (SBI0001994)         | 1, 00, 000/-            | Amar Nath Dey |
| 3.           | 24/01/2018    | 000212         | ICICI Bank (ICIC0001065) | 1, 50, 000/-            | Shib Nath Dey |
| 4.           | 24/01/2018    | 000213         | ICICI Bank (ICIC0001065) | 1, 50, 000/-            | Amar Nath Dey |
| <b>TOTAL</b> | <b>Rupees</b> | <b>Five</b>    | <b>lakh</b>              | <b>Rs. 5, 00, 000/-</b> |               |

1) *Shib Nath Dey*      2) *Amar Nath Dey*

**Sri Shib Nath Dey and Sri Amar Nath Dey**



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1) Shib Nath Dey

2) Amar Nath - Dey.

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT, Sri Shib 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, hereinafter called and referred to as the **Land Owner/s/Joint Executant/s, Send Greetings.**

WHEREAS Sri Shib Nath Dey, and Sri Amar Nath Dey, are the Owner/s of ALL THAT piece and parcel of 40 years old single storied brick built message part portion is tenement or dwelling house and part was then workshop lying on Bustee land then under Beliaghata Mouza, Holding No. 50 Division -II, Sub-Division-20, District. 24 Parganas containing total area of about 5 Cottahs 2 Chittaks 29 Sq. ft. on which then the huts belonging to tenants in dwelling house portion are well known as then 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, Omda 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 which is more fully and particularly described in the "SCHEDULE" hereunder written and hereinafter referred to as "The Said Property".

AND WHEREAS Sri Shib Nath Dey and Sri Amar Nath Dey have entered into a **Development Agreement** with this presents with **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 Mondal, an Adult Indian National, Inhabitant of Kolkata, by faith Hindu, by Occupation: Business, 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, residing at Beledanga Keto Pole, Post Office- Jote Shibrapur, Police Station - Maheshtala, Kolkata - 700 141 3) **Mr. Ashoke Kumar Paul** son of Late Gora Chand Paul, an Adult





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D) Shib Nath Dey  
E) Amar Nath Dey

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. Sanjay 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 for development of their aforesaid Scheduled property and to construct a multistoried Building at the said premises in accordance with the Building Plan that will be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS since Sri Shib Nath Dey and Sri Amar Nath Dey have necessary and also expedient for us to appoint and engage an Attorney for itself, in its name and on its behalf to do all acts, deeds and things as Sri Shib Nath Dey and Sri Amar Nath Dey could do itself.

KNOW ALL MEN BY THESE PRESENTS THAT, Sri Shib Nath Dey and Sri Amar Nath Dey jointly do hereby and hereunder nominate, constitute and appoint jointly partners of STALWART NIRMAN L L P represented by its partners 1) Mr. Shyamal Kumar Mondol 2) Mr. Sunil Kumar Dey 3) Mr. Ashoke Kumar Paul 4) Mr. Sanjay Mondal as their true and lawful Attorney in their name and on their behalf, to do and execute and perform or caused to be done, executed and performed all or any of the following acts, deeds and things in respect of the said premises:-

1. To develop its said property and to construct a multistoried Building at the said premises in accordance with the Plan that may be sanctioned by the Kolkata Municipal Corporation.
2. To sign in the Plan as Attorney for the purpose of sanctioning Plan and/or obtain revise sanction Plan from Kolkata Municipal Corporation of the proposed building.
3. To apply and sign for obtain revise sanction Plan for further construction above the multistoried building, if required, from the Kolkata Municipal Corporation for the construction of the said Building and/or as may be sanctioned by the Kolkata Municipal Corporation for itself and on its behalf.
4. After obtaining revised sanctioned Plan from the Kolkata Municipal Corporation to construct said Building on the said property according to the Sanctioned Plan and for the purpose of the said construction to engage Masons and Laborers, Engineers, Supervisors, Surveyors and to purchase necessary Building materials for me and on its behalf.
5. To appear and sign for me and on its behalf before the Kolkata Municipal Corporation, C.E.S.C. Limited, Airport Authority and other local and/or statutory Authorities and all Government or Semi-



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1) Shib Nath Dey

2) Amar Nath Dey

electric supply and all services etc. as may be required for the construction of the said Building at the said premises.

6. To deposit all fees, charges, money before the Authorities concerned in its name and on its behalf for obtaining sanctioned from the Kolkata Municipal Corporation and to receive sanctioned Building Plan for me and on its behalf from the Kolkata Municipal Corporation.
7. To issue forms, brochures, designs, plan and booklets and to invite intending Purchaser/s of the Flat/s and Car Parking Space/s both open and cover and other spaces in Developer's allocation to any Purchaser/s at such prices as its said attorney in his/their absolute discretion, thinks fit and proper and to agree upon and to enter into Agreement/s for Sale and/or to repudiate the same.
8. To sign and execute any Agreement/s etc. in respect of the Developer's allocation together with undivided proportionate share of land and common areas and facilities according to the terms and conditions of the said Development Agreement stated above regarding Flats, Car Parking Spaces, both covered and open, Office Space, to be constructed in favour of any person, association of persons, company both private limited and public limited and to any other business and partnership firm and to receive from them any earnest money in his name and to give or issue valid receipt for the same.
9. To apply for and obtain temporary and permanent connection of Kolkata Municipal Corporation water supply, electricity, drainage, sewerage, gas and/ or power for the said Building required for the construction, use and enjoyment of the Building, to sign all such applications, forms and documents as shall be required for the said development project.
10. To supervise, manage and conducts all sorts of administration in respect of the demised plot of land which Sri Shib Nath Dey and Sri Amar Nath Dey now have to handle all sorts of official matters, letters arisen in course of concerned matters with its said property/ premises and to sign, submit before the registrar the documents, deed for registering the property under the provisions of West Bengal Apartment Ownership Act, 1972 with all its latest modifications/amendments etc.
11. To appear before the Notary Public, Registrar of Assurances, District Sub-Registrar, Metropolitan Magistrate and other officials or authorities on its behalf present for registration and acknowledgement and register and have them registered and perfected all deeds, instruments and writings executed, sign, personally for and on its behalf by virtue of this Power of Attorney in respect of Developer's allocation.



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12. To file, institute, contest, carry on, commence, compromise, withdraw any suits, action, proceedings, claims, demands etc. to any concerned lower and higher Courts and all reasonable matters and things that appear to its said attorney necessary for smoothly carrying out and completing the development works as contemplated in the Development agreement as aforesaid including to appoint Advocate, Muktar, Revenue Agent or any other legal practitioner and professionals.
13. This General Power of Attorney shall remain valid and operative till the completion of the construction of the said Building on the said premises as per the schedule mentioned in said Development Agreement stated above and till the completion of registration of the Deed of Conveyance/s of the proportionate share of land in the said premises together with all rights of use common area and common passage in the said premises in favour of the Purchaser/s strictly of Developer's allocation after making delivery of possession of the Owner's allocation as per Development Agreement stated above.
14. No act and deeds can be done beyond the scope and purview of the Development Agreement executed with this presents.
15. In case of sale, to execute, sign proper Conveyance/s for the different saleable Flat/s, offices, rooms, open and shaded Car Parking Space/s in favour of the intending Purchaser/s and to give possession of the Flat/s, open and shaded Car Parking Space/s and to present before the Registrar of appropriate jurisdiction, all Deed/s of Conveyance for registration in our/its names and on our/its behalf and to receive consideration money either in cash or by Cheque from the intending Purchaser/s either in his/its name or in the name of the his/its Firm and to be credited in Attorneys account and to give proper receipt and discharge for the same only for the Developer's allocation after as per Development Agreement executed with this presents and to engage lawyers for this purpose and to sign Vakalatnama and all pleadings and affidavits and petitions necessary in that connection.
16. To ask, receive and realise from all occupiers or purchasers of flats, charges, expenses, rates, cesses and other sums due or that might become due and payable by them and on non-payment to take appropriate steps for realisation thereof.
17. To accept writ of Summons or other legal processes or notices, appear before any Officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi-Judicial Officer and represent me and in connection therewith file appeals or revision or representation and appoint Advocates and lawyers to appear and act in all matters connected with or in relation to or arising out of the said development and construction and sale of the said flats and/or the said premises.
18. To sign and verify and execute all pleadings, affidavits, petitions, representations, applications, appeals, revision, review petitions in connection with any suit, proceeding, appeal, revision, review



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before any Officer, Authority, Court, Tribunal, Magistrate or any other person for and on its behalf.

19. To receive from any person, officer, authority, Tribunal or Court any document, money or other things and give release and receipt therefore.
20. Generally, to do and perform all acts, deeds, things, matters necessary for all or any of the previously mentioned purposes and to give full effect thereto.
21. For performing and carrying out the purposes of these presents Sri Shib Nath Dey and Sri Amar Nath Dey hereby grant unto the said Attorney full and absolute authority and power to substitute and appoint in its place and stead one or more Attorneys to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint another or others in place of such Attorney and on such terms and conditions as the Attorney shall think fit and proper.
22. Sri Shib Nath Dey and Sri Amar Nath Dey hereby agree to ratify and confirm whatsoever the said Attorney shall do in relation to the premises by virtue of these presents and Sri Shib Nath Dey and Sri Amar Nath Dey hereby declare that Sri Shib Nath Dey and Sri Amar Nath Dey shall not do anything inconsistent with the Power of Attorney.

AND

Generally, to do, execute and perform any other act or acts, deed or deeds, matter or thing whatsoever which in the opinion of its said attorney ought to be done, executed and performed in relation to its properties, or affairs ancillary or incidental thereto as fully and effectually as Sri Shib Nath Dey and Sri Amar Nath Dey itself could do the same if partners of Sri Shib Nath Dey and Sri Amar Nath Dey are personally present.

AND

Sri Shib Nath Dey and Sri Amar Nath Dey hereby, agree that all acts, deeds and things, lawfully done by its said Attorney, within the jurisdiction of this Power of Attorney, shall be construed as acts, deeds and things done and Sri Shib Nath Dey and Sri Amar Nath Dey undertake to ratify and confirm all and whatsoever that its said Attorney shall lawfully do or cause to be done for us by virtue of this Power hereby given.

AND

Sri Shib Nath Dey and Sri Amar Nath Dey do hereby agree to ratify and confirm all or whatsoever other acts which it's said Attorneys shall lawfully do, execute or perform or cause to be done, executed to performed in connection with the construction of the said Building and sale and any other necessary matters of the Developer's allocation etc. as aforesaid regarding Building at the said premises being 1/1K, Omda 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





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showing in future in any case of co-shares and Purchasers and/or without creating an obstruction towards ingress and egress except Owners' allocation as per terms of the said Development Agreement under and by virtue of this Power of Attorney not withstanding no express power in that behalf hereunder is provided.

D  
Smt. Nandini Das  
Amar Nath Das

**THE SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF THE SAID PROPERTY)**

ALL THAT piece and parcel of 40 years old cement finished single storied 2130 Sq. ft. brick built messuage part portion is tenement or dwelling house occupied by Sandhya Das occupied portion 710 Sq. ft. Approx. since 1999 and part portion was then workshop/Office Space now occupied by Kiransankar Pal occupied portion 800 Sq. ft. Approx. Office Room for commercial use since 1997, lying on Bustee land then under Beliaghata Mouza, Holding No. 50 Division -II, Sub-Division-20, District. 24 Parganas containing total area of about 5 Cottahs 2 Chittaks 29 Sq. ft. on which then the huts belonging to tenants in dwelling house portion are well known as then 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, Omda 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 under the jurisdiction of Additional District Sub-Registration Office at Sealdah and District Registrar at Alipore and Additional Registrar of Assurances, Kolkata, and butted and bounded as follows:-

- ON THE NORTH : 26' Omda Raja Lane & Premises no. 26/2B, Omda Raja Lane.
- ON THE SOUTH : Premises no. 1/1H, Omda Raja Lane.
- ON THE EAST : Premises no. 1/1H & 1/1J, Omda Raja Lane.
- ON THE WEST : Premises no. 136/1A, Beliaghata Road & Premises no. 1, Omda Raja Lane.

Or Howsoever otherwise the same are/is /was/were heretofore-butted bounded called known numbered described or distinguished.

The Land is shown on the Plan annexed hereto with the border Red and the Plan is treated as a part of this Deed.



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**EXECUTION OF POWER OF ATTORNEY**

In witness whereof, the "Owners/Joint Executant/Joint Principal" Sri Shib Nath Dey and Sri Amar Nath Dey and Joint Attorney 1) Mr. Shyamal Kumar Mondol 2) Mr. Sunil Kumar Dey 3) Mr. Ashoke Kumar Paul 4) Mr. Sanjay Mondal partners of STALWART NIRMAN L L P have hereunto set and subscribed their respective hands and signature on the....31st....day of January, Two Thousand Eighteen (31..../01/2018).

**FOR PRINCIPAL/S/OWNER/S/EXECUTANT/S:**

Sri Shib Nath Dey and Sri Amar Nath Dey, the "Joint-Appointer/Principal/Executant", sign his/her/their name/s to this power of attorney and being first duly sworn, do declare to the undersigned authority that representatives of Sri Shib Nath Dey and Sri Amar Nath Dey sign and execute this instrument as his/her/their power of attorney and that Sri Shib Nath Dey and Sri Amar Nath Dey sign it willingly, or willingly direct another to sign, Sri Shib Nath Dey and Sri Amar Nath Dey execute it as its free and voluntary act for the purposes expressed in the power of attorney, and that as required, Sri Shib Nath Dey and Sri Amar Nath Dey are eighteen years of age or older, of sound mind, and under no constraint or undue influence.

1) Shib Nath Dey                      2) Amar Nath Dey

-----  
**"Joint Appointer/Principal/Executant" Sri Shib Nath Dey and Sri Amar Nath Dey**

**FOR ATTORNEY:**

1) Mr. Shyamal Kumar Mondol 2) Mr. Sunil Kumar Dey 3) Mr. Ashoke Kumar Paul 4) Mr. Sanjay Mondal partners of STALWART NIRMAN L L P here the " Joint Attorney/Agent", sign his/her/their name after accepting all the mentioned above of this power of attorney and Attorney is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

STALWART NIRMAN LLP  
Shyamal Kumar Mondol -  
 Designated Partner

STALWART NIRMAN LLP  
Sunil Kumar Dey  
 Designated Partner

.....  
 The "Joint Attorney" 1) Mr. Shyamal Kumar Mondol 2) Mr. Sunil Kumar Dey

DECLARATION OF THE REGISTRAR

The Registrar of the District Sub-Registrar, Alipore, South 24 Parganas, West Bengal, hereby declares that the above mentioned document is a true and correct copy of the original document as submitted to him for registration and that the same has been duly registered and the registration fee has been duly received and the same is now available for inspection at the office of the Registrar, Alipore, South 24 Parganas, West Bengal.



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*[Faint signature]*

*[Faint signature]*

1) Shubrodit

2) Anurag Das

STALWART NIRMAN LLP  
Ashoke Kumar Paul.  
Designated Partner

STALWART NIRMAN LLP  
Sanjay Mondal  
Designated Partner

.....  
The "Joint Attorney" 3) Mr. Ashoke Kumar Paul 4) Mr. Sanjay Mondal

For Witness:

I, Prashant Mondal son of Sh. Anurag Das Mondal resident of 1B/4A, Anurag Das Sarkar, Cal-4....., the witness, sign my name to the foregoing power of attorney being first duly sworn, and do declare to the undersigned authority the principal signs and executes this instrument as the principal's power of attorney and that the principal signs it willingly, or willingly directs another to sign for the principal, and that principal, in the presence and hearing of the principal sign this power of attorney as witness to the principal's signing, and to the best of its knowledge the principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Prashant Mondal  
Witness

I, Sankar Mondal son of Lata Shikha Mondal resident of 10/12/3, Sankar Das Lane, Sankar Das, Calcutta-711006....., the witness, sign my name to the foregoing power of attorney being first duly sworn, and do declare to the undersigned authority the principal signs and executes this instrument as the principal's power of attorney and that the principal signs it willingly, or willingly directs another to sign for the principal, and that principal, in the presence and hearing of the principal sign this power of attorney as witness to the principal's signing, and to the best of its knowledge the principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Sankar Mondal  
Witness

Read over, explained in Bengali to the parties and drafted by me

Abhijit Sinha  
02/02/18

Abhijit Sinha  
Advocate  
High Court at Calcutta.  
Bar Association Room No. 16  
Chamber: 9, Charu Chandra Place East,  
Post Office- Charu market, Kolkata-700033  
Enrolment No. : WB 551/1998.



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**POSSESSION LETTER**

This is to certify that We, Sri Shib 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 Orda 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" and Owner of ALL THAT piece and parcel of 40 years old single storied brick built messuage part portion is tenement or dwelling house and part was then workshop lying on Bustee land then under Beliaghata Mouza, Holding No. 50 Division -II, Sub-Division-20, District. 24 Parganas containing total area of about 5 Cottahs 2 Chittaks 29 Sq. ft. on which then the huts belonging to tenants in dwelling house portion are well known as then 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, Orda 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 hereinafter referred to as "The Said Property"

Today We have handed over and deliver (with all relevant original documents) the vacant, physical and peaceful possession of the above said property to the representatives of STALWART NIRMAN L L P, a Limited Liability Partnership Firm, having its registered office at 8/4 Jyotindra Mohan Avenue, Post Office- Beadon Street S.O., Police Station - Burtolla, Kolkata - 700 006 hereinafter called and referred to as "The Developer", on the spot and allow them to Develop the same in any manner.

IN WITNESSES WHEREOF today on ... 31 ...../01/2018 We have signed this Possession letter at Kolkata and Possession Delivered.

1) Shib Nath Dey 2) Amar Nath Dey  
Sri Shib Nath Dey and Sri Amar Nath Dey

**AFFIRMATION**

IN WITNESSES WHEREOF today on ...../01/2018 We Received the vacant physical possession, complete in all respects of the above said Property for Development.

STALWART NIRMAN LLP  
Shyamal Kumar Mandal  
Designated Partner

Sanjay Mondal

Ashok Kumar Paul  
Designated Partner

STALWART NIRMAN LLP  
Sunid Kumar Dey  
Designated Partner

Representatives of STALWART NIRMAN L L P.

Witnesses :

1.

2 Urvashi Kundu

Place : Kolkata, West Bengal

Dated : ...../01/2018






































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**TEN FINGER PRINT**



















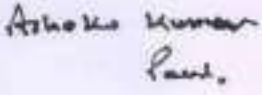











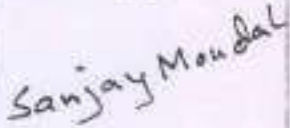





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|   |   |    |     |     |    |    |
| Sri Shib Nath Dey<br><br><i>Shib Nath Dey</i>                                       | R<br>I<br>G<br>H<br>T<br>H<br>A<br>N<br>D | Right Thumb   | Fore Finger  | Middle Finger   | Ring Finger   | Little Finger   |
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| SIGNATURE   |   | Little Finger   | Ring Finger  | Middle Finger   | Fore Finger   | Left Thumb  |
|   | L<br>E<br>F<br>T<br>H<br>A<br>N<br>D      | Little Finger   | Ring Finger  | Middle Finger   | Fore Finger   | Left Thumb  |
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| Sri Amar Nath Dey<br><br><i>Amar Nath Dey</i>                                       | R<br>I<br>G<br>H<br>T<br>H<br>A<br>N<br>D | Right Thumb   | Fore Finger  | Middle Finger   | Ring Finger   | Little Finger   |
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| SIGNATURE   |   | Little Finger   | Ring Finger  | Middle Finger   | Fore Finger   | Left Thumb  |
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|   |   |  |   |  |  |  |
| Mr. Shyamal Kumar Mondol<br><br><i>Shyamal Kumar Mondol</i>                         | R<br>I<br>G<br>H<br>T<br>H<br>A<br>N<br>D | Right Thumb   | Fore Finger  | Middle Finger   | Ring Finger   | Little Finger   |
|   |   |  |  |  |  |  |



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|    | LEFT HAND  | Little Finger   | Ring Finger   | Middle Finger   | Fore Finger   | Left Thumb  |
|   |            |    |    |      |    |    |
| Mr. Sunil Kumar Dey<br><br>SIGNATURE     | RIGHT HAND | Right Thumb   | Fore Finger   | Middle Finger   | Ring Finger   | Little Finger   |
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|   | LEFT HAND  | Little Finger   | Ring Finger   | Middle Finger   | Fore Finger   | Left Thumb  |
|   |            |   |   |    |   |   |
| Mr. Ashoke Kumar Paul<br><br>SIGNATURE | RIGHT HAND | Right Thumb   | Fore Finger   | Middle Finger   | Ring Finger   | Little Finger   |
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|                                        | LEFT HAND  | Little Finger   | Ring Finger   | Middle Finger   | Fore Finger   | Left Thumb  |
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| Mr. Sanjay Mondal<br><br>SIGNATURE     | RIGHT HAND | Right Thumb   | Fore Finger   | Middle Finger   | Ring Finger   | Little Finger   |
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