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DEVELOPMENT AGREEMENT ALONG WITH

DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT POWER

OF ATTORNEY is made on this 9th day of June

Two Thousand Twenty Three (2023) BETWEEN

MESSRS CREATION, PAN : AADFC2227N, a Partnership Firm having its Registered Office at E/46, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata - 700086, and constituted and represented by its partners namely **(1) SMT. RUPA DHAR CHOWDHURY, PAN : AEFPC6731B, Aadhaar No. 9761 9197 9823**, wife of Sri Goutam Dhar Chowdhury, by Nationality - Indian, by faith – Hindu, by occupation - Business, residing at E/46, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata – 700086, **(2) SMT. SNIGDHA SAHA, PAN : ARSPS6953K, Aadhaar No. 6109 7694 6708**, wife of Sri Sumantra Saha, by Nationality - Indian, by faith – Hindu, by occupation - Business, residing at J/27, Baghajatin Palli, Post Office – Jadavpur University, Police Station – Jadavpur, Kolkata – 700032 **AND (3) SMT. SARMISTHA PAL, PAN : AGHPP1452C, Aadhaar No. 4310 6527 8933**, wife of Sri Basudeb Pal, by Nationality - Indian, by faith – Hindu, by occupation - Business, residing at E/14/A, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata – 700086, hereinafter jointly called and referred to as the **“OWNER/LAND OWNER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, executors, administrators, legal representatives, successors-in-interest and office and assigns and partner or partners for the time being of the said firm) of the **ONE PART.**

AND

PRIYADARSHINI ENCLAVE MAKERS, a sole proprietorship firm, having its office at D-77/A, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar, Kolkata – 700047, represented by its sole proprietor namely **SRI PROSENJIT DAS, PAN : AHAPD5235D, Aadhaar No. 4737 4652 1616**, son of Late Shambhu Nath Das, by Nationality - Indian, by faith – Hindu, by occupation - Business, residing at D-77/A, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar, Kolkata – 700047, hereinafter called and referred to as the **“DEVELOPER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives, assigns, successors-in-interest and office) of the **OTHER PART.**

WHEREAS one **Sri Krishna Chattopadhyay**, son of Late Haripada Chattopadhyay, of 24, Baishnabghata Road, P.S. Sadar Tollygunge, Kolkata – 700047, was the absolute recorded owner of a plot of land measuring an area of **4 (four) Cottahs 2 (two) Chittacks 30 (thirty) Sq.ft.** more or less, lying and situated in Mouza : Baishnabghata, J.L. No. 28, in C.S. Dag No. 216 under C.S. Khatian No. 364, District Collectorate Touzi Nos. 56 and 151, then under Tollygunge Municipality, known as **Premises No. 34, Baishnabghata Road**, within the then Police Station - Sadar Tollygunge, by virtue of a registered **Deed of Conveyance** dated **18/04/1962**, registered in the office of the Sub-Registrar, Alipore Sadar, District : 24-Parganas and recorded into Book No. I, Volume No. 43, at Pages from 164 to 167, **being No. 03273, for the year 1962**, executed and registered by the previous lawful recorded owners and possessors namely Sri Bholanath Chattopadhyay, Sri Dakshina Ranjan Chattopadhyay and Smt. Niroj Basini Chattopadhyay;

AND WHEREAS while peacefully owned, seized and possessed of the aforesaid landed property, said Sri Krishna Chattopadhyay **sold**, transferred, conveyed, assigned and granted the aforesaid landed property measuring an area of 4 (four) Cottahs 2 (two) Chittacks 30 (thirty) Sq.ft. more or less to one **Smt. Nilima Roy Chowdhury**, wife of Sri Upendra Nath Roy Chowdhury of 3, Ajmal Khan Road, Police Station – Sadar Tollygunge, Kolkata – 700026, by virtue of a registered **Deed of Sale** on **18/02/1963**, for the valuable consideration as more fully mentioned therein and the said Deed of Sale was registered in the office of Sub-Registrar of Alipore, District : 24-Parganas and recorded into Book No. I, Volume No. 31, at Pages from 231 to 236, **being No. 01439, for the year 1963**;

AND WHEREAS while owned, seized and possessed of the aforesaid landed property, said Smt. Nilima Roy Chowdhury **sold**, transferred, conveyed, assigned and granted the said landed property measuring an area of 4 (four) Cottahs 2 (two) Chittacks 30 (thirty) Sq.ft. more or less, lying and situated in Mouza : Baishnabghata, J.L. No. 28, comprising in C.S. Dag No. 216, under C.S. Khatian No. 364, District Collectorate Touzi Nos. 56 and 151, previously under Tollygunge Municipality, known as the Premises No. 34, Baishnabghata Road, thereafter known as the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, within the K.M.C. Ward No. 100,

Kolkata - 700047, in favour of **Smt. Bela Roy**, wife of Sri Ripujit Roy, of 'E' Block, 619, Baghajatin Pally, District : 24-Parganas, for a valuable consideration as mentioned therein by virtue of a registered **Deed of Conveyance** dated **27/05/1966**, registered in the office of the Sub-Registrar, Alipore, District : 24-Parganas and recorded into Book No. I, Volume No. 82, at Pages from 32 to 38, **being No. 04289, for the year 1966;**

AND WHEREAS after purchase the aforesaid property, Smt. Bela Roy peacefully enjoyed the said land measuring an area of 4 (four) Cottahs 2 (two) Chittacks 30 (thirty) Sq.ft. more or less, lying and situated in Mouza : Baishnabghata, J.L. No. 28, comprising in C.S. Dag No. 216, under C.S. Khatian No. 364, District Collectorate Touzi Nos. 56 and 151, previously under Tollygunge Municipality, known as the Premises No. 34, Baishnabghata Road, thereafter known as the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, within the K.M.C. Ward No. 100, Kolkata - 700047, without any interruption and hindrances;

AND WHEREAS thereafter said Smt. Bela Roy **fragmented** her said land by demarcating Plot – A (Western side) and Plot – B (Eastern side);

AND WHEREAS said Smt. Bela Roy **sold**, transferred, conveyed, assigned and granted the entire property measuring total land area of 4 (four) Cottahs 2 (two) Chittacks 30 (thirty) Sq.ft. more or less, lying and situated in said Mouza : Baishnabghata, J.L. No. 28, comprising in C.S. Dag No. 216, under C.S. Khatian No. 364, District Collectorate Touzi Nos. 56 and 151, previously under Tollygunge Municipality, known as Premises No. 34, Baishnabghata Road, at present known as the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, under the K.M.C. Ward No. 100, Kolkata – 700047, in favour of **Smt Putul Rani Chowdhury**, wife of Sri Dinesh Chandra Chowdhury and **Smt. Bandana Dutta**, wife of Sri Saral Kumar Dutta, for a valuable consideration as mentioned therein, by virtue of a registered **Deed of Sale** dated **19/06/1979**, registered in the office of the District Sub-Registrar, Alipore and recorded into Book No. I, Volume No. 102, at Pages from 69 to 74, **being No. 03400, for the year 1979** and Smt. Patul Rani Chowdhury obtained the land area 2 (two) Cottahs 1 (one) Chittack 15 (fifteen) Sq.ft. more or less marked as Plot – A and

Smt. Bandana Dutta obtained the remaining land area of 2 (two) Cottahs 1 (one) Chittack 15 (fifteen) Sq.ft. more or less marked as Plot – B;

AND WHEREAS thereafter said Smt. Bandana Dutta **sold**, transferred, conveyed, assigned and granted her plot of land measuring about **2 (two) Cottahs 1 (one) Chittack 15 (fifteen) Sq.ft.** more or less, lying and situated in said Mouza : Baishnabghata, J.L. No. 28, comprising in C.S. Dag No. 216, under C.S. Khatian No. 364, District Collectorate Touzi Nos. 56 and 151, being the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, under the K.M.C. Ward No. 100, Kolkata – 700047, to the said **Smt. Patul Rani Chowdhury** by virtue of a registered **Deed of Sale** dated **13/05/1983**, registered in the Office of District Sub-Registrar, Alipore and recorded into Book No. I, Volume No. 188, at Pages from 99 to 107, **being No. 06689, for the year 1983;**

AND WHEREAS said Smt. Putul Rani Chowdhury, since deceased, erected an one storied building, measuring about 1200 (one thousand and two hundred) Sq.ft. more or less in her aforesaid purchased land measuring total land area of 4 (four) Cottahs 2 (two) Chittacks 30 (thirty) Sq.ft. more or less, and she (Smt. Putul Rani Chowdhury) **mutated** her name in the Assessment Record of the Kolkata Municipal Corporation in respect of her said land with building standing thereon and the entire property is known and numbered as the **K.M.C. Premises No. 8J, Baishnabghata Bye Lane**, Assessee No. 21-100-01-0044-8, in the K.M.C. Ward No. 100, Kolkata – 700047, and paid the K.M.C. property tax;

AND WHEREAS said **Smt. Putul Rani Chowdhury**, since deceased, was absolute **sole owner**, seized and possessed of total land area of **4 (four) Cottahs 2 (two) Chittacks 30 (thirty) Sq.ft.** more or less and one storied building measuring about 1200 (one thousand and two hundred) Sq.ft. more or less standing thereon, lying and situated in said Mouza : Baishnabghata, J.L. No. 28, comprising in C.S. Dag No. 216, under C.S. Khatian No. 364, District Collectorate Touzi Nos. 56 and 151, P.S. Tollygunge Sadar thereafter Jadavpur thereafter Patuli now Netaji Nagar, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation, being the **K.M.C. Premises No. 8J, Baishnabghata Bye Lane**,

Assessee No. 21-100-01-0044-8, in the **K.M.C. Ward No. 100**, Kolkata – 700047, and this entire property hereinafter called and referred to as the **said premises** which is mentioned and described in the **First Schedule** hereunder written;

AND WHEREAS said Putul Rani Chowdhury **died** intestate on **05/01/1994**, leaving behind her only legal **heirs and successors** two daughters namely Smt. Bandana Dutta (second daughter and wife of Sri Saral Kumar Dutta) and Smt. Lopa Podder (youngest daughter and wife of Sri Banibrata Podder) and two sons namely Sri Amit Chowdhury (elder son) and Sri Sujit Chowdhury (youngest son), and two grandsons namely Sri Somesh Ashit Dey and Sri Soumeek Ashit Dey, who are sons of her (Putul Rani Chowdhury) predeceased daughter namely Chandana Dey (eldest daughter and wife of Ashit Shyamacharan Dey), who **jointly inherited** the **said premises** i.e. the aforesaid entire land and the existing building standing thereon, at the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, Assessee No. 21-100-01-0044-8, in the K.M.C. Ward No. 100, Kolkata – 700047. It is noted that husband of Putul Rani Chowdhury, namely Dinesh Chandra Chowdhury alias Dinesh Nabinadra Chowdhury predeceased on 12/08/1993 and her said eldest daughter Chandana Dey predeceased on 13/12/1982;

AND WHEREAS said Smt. Bandana Dutta inherited undivided 1/5th share of the said premises at the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, in the K.M.C. Ward No. 100, Kolkata – 700047, as per the Hindu Succession Act, 1956;

AND WHEREAS said Smt. Lopa Podder inherited undivided 1/5th share of the said premises at the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, in the K.M.C. Ward No. 100, Kolkata – 700047, as per the Hindu Succession Act, 1956;

AND WHEREAS said Sri Amit Chowdhury inherited undivided 1/5th share of the said premises at the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, in the K.M.C. Ward No. 100, Kolkata – 700047, as per the Hindu Succession Act, 1956;

AND WHEREAS said Sri Sujit Chowdhury inherited undivided 1/5th share of the said premises at the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, in the K.M.C. Ward No. 100, Kolkata – 700047, as per the Hindu Succession Act, 1956;

AND WHEREAS said Sri Somesh Ashit Dey and Sri Soumeek Ashit Dey (both are sons of Chandana Dey and Ashit Shyamacharan Dey) jointly inherited undivided 1/5th share of the said premises at the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, in the K.M.C. Ward No. 100, Kolkata – 700047, as per the Hindu Succession Act, 1956;

AND WHEREAS said Bandana Dutta **died** intestate on 10/05/1996, leaving behind her husband namely Sri Saral Kumar Dutta and only daughter namely Smt. Rumees Roy as her legal heirs and successors, who jointly inherited undivided 1/5th share of said Bandana Dutta in the said premises at the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, in the K.M.C. Ward No. 100, Kolkata – 700047, as per the Hindu Succession Act, 1956; said Saral Kumar Dutta died intestate on 14/09/2014, leaving behind his only daughter namely Smt. Rumees Roy as his only legal heirs and successors; it is noted that mother of Saral Kumar Dutta predeceased long ago. Smt. Rumees Roy became only owner of undivided 1/5th share of said Bandana Dutta in the said premises;

AND WHEREAS said Amit Chowdhury, elder son of the deceased Putul Rani Chowdhury, **died** intestate on 06/01/2014, leaving behind his only legal heirs and successors, i.e. his widow namely Smt. Sushmita Chowdhury alias Smt. Sushmita Amit Chowdhury, one married daughter namely Smt. Shahana Nayak and one son namely Sri Tridib Chowdhury alias Sri Tridib Amit Chowdhury, who jointly inherited Amit Chowdhury's undivided 1/5th share in the said premises at the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, in the K.M.C. Ward No. 100, Kolkata – 700047 as per the Hindu Succession Act, 1956;

AND WHEREAS said Sri Somesh Ashit Dey and Sri Soumeek Ashit Dey (both are sons of Chandana Dey and Ashit Shyamacharan Dey) jointly **gifted** their undivided 1/5th share in the said premises at the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, in the K.M.C. Ward No. 100, Kolkata – 700047 in favour of **Smt. Rumees Roy**, by virtue of a registered **Deed of Gift** dated **01/09/2015** and the said Deed of Gift was registered at the office of the A.D.S.R., Alipore and recorded in Book No. I, Volume No. 1605-2015, Pages from 64488 to 64508, **being No.**

160506121, for the year 2015 and thereafter Smt. Rume Roy became owner of undivided total $2/5^{\text{th}}$ share ($1/5^{\text{th}}$ share by inheritance as aforesaid facts and another $1/5^{\text{th}}$ share by the said Deed of Gift dated 01/09/2015) in the said premises;

AND WHEREAS thereafter said Smt. Rume Roy, Smt. Sushmita Chowdhury, Smt. Shahana Nayak, Sri Tridib Chowdhury, Sri Sujit Chowdhury and Smt. Lopa Podder, jointly **mutated** their names in the Assessment Record of the Kolkata Municipal Corporation in respect of the said premises which is known and numbered as the **K.M.C. Premises No. 8J, Baishnabghata Bye Lane**, Assessee No. 21-100-01-0044-8, within the K.M.C. Ward No. 100, Kolkata – 700047 and they paid the K.M.C. property tax;

AND WHEREAS Smt. Rume Roy, Smt. Sushmita Chowdhury alias Smt. Sushmita Amit Chowdhury, Smt. Shahana Nayak, Sri Tridib Chowdhury alias Sri Tridib Amit Chowdhury, Sri Sujit Chowdhury and Smt. Lopa Podder, became absolute **joint owners** seize and possess and well sufficiently entitled of **ALL THAT** piece and parcel of homestead land measuring about 4 (four) Cottahs 2 (two) Chittacks 30 (thirty) Sq.ft. more or less and one storied building measuring about 1200 (one thousand and two hundred) Sq.ft. more or less standing thereon, lying and situated in Mouza : Baishnabghata, J.L. No. 28, comprising in C.S. Dag No. 216, under C.S. Khatian No. 364, District Collectorate Touzi Nos. 56 and 151, P.S. Patuli (formerly Jadavpur), District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation, being the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, Assessee No. 21-100-01-0044-8, in the K.M.C. Ward No. 100, Borough No. X, Kolkata – 700047, with right to take electricity, tap water, gas, telephone connections and of all other amenities through the adjacent Road and passage, with all easement rights thereto and the entire property is free from all encumbrances, charges, encumbrances and attachments whatsoever, and this entire property referred to as the **said premises** which is mentioned and described in the **First Schedule** hereunder written;

AND WHEREAS said Smt. Rume Roy, Smt. Sushmita Chowdhury alias Smt. Sushmita Amit Chowdhury, Smt. Shahana Nayak, Sri Tridib Chowdhury alias Sri Tridib Amit Chowdhury, Sri Sujit Chowdhury and Smt. Lopa Podder, for urgent need

of money, jointly **sold**, conveyed and transferred the **said premises** which is mentioned and described in the **First Schedule** hereunder written, in favour of **Messrs Creation**, a Partnership Firm, having its Registered Office at E/46, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata - 700086, and constituted and represented by its partners namely **(1) Smt. Rupa Dhar Chowdhury**, wife of Sri Goutam Dhar Chowdhury, residing at E/46, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata – 700086, **(2) Smt. Snigdha Saha**, wife of Sri Sumantra Saha, residing at J/27, Baghajatin Palli, Post Office – Jadavpur University, Police Station – Jadavpur, Kolkata – 700032, and **(3) Smt. Sarmistha Pal**, wife of Sri Basudeb Pal, residing at E/14/A, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata – 700086, the Land Owner herein as well as the Purchaser therein, by a **Deed of Sale** dated **28/09/2016**, registered in the office of the D.S.R.-I at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1601-2016, at Pages 94588 to 94635, **Being No. 160103171, for the year 2016**; and thereafter the Land Owner herein recorded and **mutated** the aforesaid entire property with the record of the Kolkata Municipal Corporation (K.M.C.), and it is known as the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, Assessee No. 21-100-01-0044-8, within the K.M.C. Ward No. 100, Kolkata – 700047;

AND WHEREAS in pursuance of the aforesaid facts, the Land Owner herein, is now **sole owner**, seize and possess and well sufficiently entitled of **ALL THAT** piece and parcel of homestead land measuring about 4 (four) Cottahs 2 (two) Chittacks 30 (thirty) Sq.ft. more or less and one storied building measuring about 1200 (one thousand and two hundred) Sq.ft. more or less standing thereon, lying and situated in Mouza : Baishnabghata, J.L. No. 28, comprising in C.S. Dag No. 216, under C.S. Khatian No. 364, District Collectorate Touzi Nos. 56 and 151, P.S. Netaji Nagar (formerly Jadavpur), District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation, being the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, Assessee No. 21-100-01-0044-8, in the K.M.C. Ward No. 100, Borough No. X, Kolkata – 700047, with right to take electricity, tap water, gas, telephone connections and of all other amenities through the adjacent Road and passage, with all easement rights thereto and the entire property is free from all

encumbrances, charges, encumbrances and attachments whatsoever, and this entire property collectively referred to as the **said land/said premises** which is mentioned and described in the **First Schedule** hereunder written;

AND WHEREAS the Land Owner/Owner herein is very much desirous to construct a G+III storied building on the **said land/said premises** and the Land Owner herein obtained building plan vide **building permit No. 2018100051** dated **02/07/2018**, sanctioned by the Borough No. X of the Kolkata Municipal Corporation;

AND WHEREAS the Land Owner herein is very much desirous to construct a G+III storied building on the **said land** but due to some reason, they could not do the same. Upon knowledge of such desire the Developer herein has approached the Owner herein for development of the **said land** after demolishing the existing structure standing thereon, which the Owner has agreed to do so, as per the terms and conditions mentioned hereinafter.

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

A. DEFINITION :

1. "Existing Property" shall mean homestead land measuring about 4 (four) Cottahs 2 (two) Chittacks 30 (thirty) Sq.ft. more or less and one storied building measuring about 1200 (one thousand and two hundred) Sq.ft. more or less standing thereon, lying and situated in Mouza : Baishnabghata, J.L. No. 28, comprising in C.S. Dag No. 216, under C.S. Khatian No. 364, District Collectorate Touzi Nos. 56 and 151, P.S. Netaji Nagar (formerly Jadavpur), A.D.S.R. Office at Alipore, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation, being the K.M.C. Premises No. 8J, Baishnabghata Bye Lane, Assessee No. 21-100-01-0044-8, in the K.M.C. Ward No. 100, Borough No. X, Kolkata – 700047, more fully described in the **First Schedule** hereto.
2. "The Development Agreement" shall mean this agreement upon the terms on which development of the existing property to the effect of new G+III storied building

is to be made on the basis of the Sanctioned Building Plan vide building permit No. 2018100051 dated 02/07/2018, Borough No. X, from the Kolkata Municipal Corporation Building Department, in the name of the Owner.

3. "Owner" shall mean the said **MESSRS CREATION**, a Partnership Firm, having its Registered Office at E/46, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata - 700086, and constituted and represented by its partners namely (1) **Smt. Rupa Dhar Chowdhury**, wife of Sri Goutam Dhar Chowdhury, residing at E/46, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata – 700086, (2) **Smt. Snigdha Saha**, wife of Sri Sumantra Saha, residing at J/27, Baghajatin Palli, Post Office – Jadavpur University, Police Station – Jadavpur, Kolkata – 700032, and (3) **Smt. Sarmistha Pal**, wife of Sri Basudeb Pal, residing at E/14/A, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata – 700086, and their respective legal heirs, successors, executors, administrators, legal representatives, successors-in-interest and office and assigns and partner or partners for the time being of the said firm.

4. "Developer" shall mean **PRIYADARSHINI ENCLAVE MAKERS**, a sole proprietorship firm, having its office at D-77/A, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar, Kolkata – 700047, represented by its sole proprietor namely **Sri Prosenjit Das**, son of Late Shambhu Nath Das, residing at D-77/A, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar, Kolkata – 700047, and his legal heirs, successors, executors, administrators, legal representatives and assigns.

5. "Owner's Allocation" shall mean i.e.

- i) One Self Contained Flat on the First Floor, at the South-Western side, measurement as per sanctioned building plan, in the proposed G+III storied building;
- ii) One Self Contained Flat on the Second Floor, at the South-Western side, measurement as per sanctioned building plan, in the proposed G+III storied building;

- iii) One Self Contained Flat on the Third Floor, at the South-Western Side, measurement as per sanctioned building plan, in the proposed G+III storied building;
- iv) Entire Car parking space on the right side (South-Western side) of the proposed G+III storied building;
- v) Non refundable Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand) only as forfeited money.

6. "Developer's Allocation" shall mean :

- i) One Self Contained Flat on the First Floor, at the North-West Side, measurement as per sanctioned building plan, in the proposed G+III storied building,
- ii) One Self Contained Flat on the Second Floor, at the North-West Side, measurement as per sanctioned building plan, in the proposed G+III storied building,
- iii) One Self Contained Flat on the Third Floor, at the North-West Side, measurement as per sanctioned building plan, in the proposed G+III storied building;
- iv) Entire Car-parking space on the left side (North-Western side) of the proposed G+III storied building.

7. "Building" shall mean the new G+III storied building to be constructed on the **said land** in accordance with the Sanction Building Plan building vide permit No. 2018100051 dated 02/07/2018, Borough - X, from the Kolkata Municipal Corporation Building Department, in the name of the Owners herein, at the cost of the Developer consisting of several self-contained flats, units, spaces capable of being held and/or enjoyed independent to each other.

8. "Development Project" shall mean the newly G+III storied building to be

constructed in the **said land** consisting of several flats and units of different dimensions along with the common areas, fittings, etc. including common roof, boundary walls, stair case, path ways, meter area, etc.

9. "Specification" shall mean the specification of the materials to be used in the said building (details whereof will appear from the Fourth Schedule hereunder written).

10. "Possession of Land" shall mean actual physical possession of the land with clear and marketable title.

11. "Saleable Area" shall mean space in the building available for independent use and occupation and shall include proportionate share of independent user or common spaces required thereof for lawful prudent enjoyment of the same.

12. "Common Parts" refer to Fifth Schedule written hereunder.

13. "Architect" shall the technical person who had make the plan of the proposed G+III storied Building or any technical person being appoint by the Developer having knowledge and experience in the field.

14. The Developer will complete the building and deliver the peaceful vacant physical possession of the Owners' allocation to the owners within 24 (twenty four) months from the date of execution of this Indenture with Completion Certificate. The time may be extended due to unavoidable circumstances arises if any, by the mutual consent of both the parties, but the same shall not be extended not more than 06 (six) months in any circumstances.

15. "Force Majeure" The parties hereto shall not be considered to be liable for any obligation contained in these presents to the relative obligations if prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the force majeure. Force Majeure shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strike, order or restraint from any court of law or statutory or Municipal or judicial or Quasi-Judicial Authority and/or other act or commission beyond the power of control of the parties hereto. That any act or

incident like pandemic, entire lock down, etc. which is beyond the control of the entire humanity, that period shall not be calculated within the stipulated period for construction and handover of possession to the owners.

B. TITLE REPRESENTATION AND WARRANTY :

The Owner has assured and represented to the Developer as follows:

1. The Owner is the absolute Owner of the **said land/said premises**.
2. The **said land/said premises** is free of all encumbrances, charges, lien, lispendences, ments, trusts, etc. whatsoever.
3. The Owner has a marketable title in respect of the **said land/said premises**.
4. The Owner is in khas possession of the **said land/said premises**.
5. The Owner has not entered into any agreement of joint venture or sale or any other agreement with any other person.
6. The **said land/said premises** is not subject to any notice of attachment under the Public Demand Recovery Act. or under any other Act for the time being in force.
7. The **said land/said premises** is not subject to any notice of requisition whatsoever or under any scheme of acquisition or requisition for any fly over or any other purpose.

C. COMMENCEMENT :

This agreement shall be deemed to have commenced on and from the date of execution of this agreement.

D. PERMISSION TO CONSTRUCT :

1. In consideration of various terms and conditions hereinafter provided and subject to the terms and conditions contained the Owner hereby grant the exclusive right of development of the premises whereby the Developer shall be entitled to and

is hereby authorized to construct, erect and complete new building on the **said land/ said premises** in accordance with the plan **PROVIDED HOWEVER NOTHING** herein contained shall be construed as delivery of possession in part performance of the contract within the meaning of the Section 53A of the Transfer of Property Act, and such transfer shall take place on conclusion of this Agreement stipulated hereby.

2. The Owner hereby agrees to sign and execute the said approved map and other documents as may be required from time to time to enable the Developer to and also to obtain all permissions and approvals and/or sanctions as may be necessary or be required from time to time for the lawful completion of the said development project.

3. All costs, charges and expenses for obtaining all permissions and approvals including cost of BL & LRO mutation of the plot, previous Tax dues (if any), Completion certificate from the KMC, etc. in respect of the said development project, construction and completion of The building' in all aspects and facilities shall be paid and borne solely by the Developer.

E. CONSTRUCTION :

1. The Owner do hereby authorize the Developer and the Developer agree and undertake to complete proposed "Development Project" in accordance with the plan in regard to the Development Project with all internal and external services, amenities, fittings, fixtures etc. details whereof will appear from Fourth Schedule hereunder written all at the cost and expense of the Developer.

2. The entire proposed building shall be of uniform construction with standard first-class building materials.

F. COST OF CONSTRUCTION AND COMPLETION :

The entire cost of construction of the building to be put in the **said premises** as specified in the First Schedule including that of Owner's Allocation falling to the share of the Owner shall be borne by the Developer. Such cost shall include the cost

of all overheads regarding construction, price in the cost of materials used for construction, fees payable to the Architects and Engineers in respect of the said construction cost for purpose of obtaining license fees and other incidental charges. The Developer shall solely bear the entire amount of the Development charges and the Developer shall solely bear the cost of the electrical low-tension connections for common use.

G. DEVELOPER'S OBLIGATIONS :

1. The Developer shall pay all cost and charges for the purpose of obtaining all charges for the 'said project' from the concerned authorities.
2. The Developer shall handover and deliver khas vacant possession of the Owner's allocation in the proposed building to be constructed over and unto the **said premises** to the Owner forthwith upon completion of the same in all respect in accordance with the specification mentioned in the Fourth Schedule mentioned hereunder in a habitable condition with all facilities within the stipulated time prior to handover the possession to the intending purchasers of the allocation. The Developer shall in no case allot any possession to their nominee/purchasers prior to the final allotment of the Owner's allocation.
3. The Building shall be completed with completion certificate from the KMC within 24 (twenty four) months from the date of execution of this development agreement. This 24 (twenty four) months time for completion of G+III storied building from the date of execution of this development agreement and/or after getting vacant possession of the land, whichever is later, can be extended for another 06 (six) months if required, due to force major, thereafter no extension of time shall be allowed to the Developer.

H. MUTUAL RIGHTS :

1. The Owner and the Developer shall be entitled to enter into any agreement for sale or transfer in any way dealing with their respective allocations for such consideration and on such terms and conditions as they shall think fit and proper for which no further consent of the other party shall be required, provided that the

Developer shall not give possession of any part of the Developer's allocation any Third Party prior to delivery of the Owner's Allocation, duly completed, to the Owner herein.

2. Immediately after the proposed Development project is completed in accordance with the Fourth Schedule of the Development Agreement and certified by the Architects to be fit for habitation including Completion Certificate from the KMC, the Developer shall give a notice to the the Owner to that effect and within seven days from the date of such notice being served upon the Owner, the Owner shall be deemed to have taken over possession of the Owner's Allocation in the proposed Development project and the Owner shall be liable to make payment of the proportionate share of municipal rates and taxes and outgoings including the maintenance charges payable in respect of such Owner's Allocation from such deemed date of possession.

3. The Developer shall be at liberty to assign their right, interest in this agreement to any party or parties if necessary, subject to approval of the Owner.

I. OWNER'S OBLIGATION :

1. To sign the necessary documents to get all permissions, approvals and/or required certificates from any concerned authorities or from any other authority as may be required for submitting the plan, mutation, electricity, etc. of proposed building to the Kolkata Municipal Corporation or to any other authority at the cost and expenses of the Developer.

2. The Owner shall co-operate and assist the Developer in undertaking the Development project at the existing property at the cost and expenses of the Developer and also the Developer has the right to enter into a Sale Agreement with any intending purchaser/s.

3. The Owner shall sign and execute all necessary applications, papers, documents and do all lawful acts deeds and things as legally and effectually needed by the Developer or his nominee for executing agreement for sale in respect of flats

pertaining to the Developer's Allocation in the said project and for completing construction of 'the building'.

4. To execute the Deeds of Conveyance and/or transfers in respect of the undivided proportionate share in the development project comprised in the **said premises** attributable to Developer's Allocation and for the purpose of execution of the Deed of Conveyance, it has been agreed that the Developer shall apportion the cost of the construction incurred by the Developer effecting and completing the Owner's Allocation amongst the various units composed in the Developer's allocation.

5. That in case any misfortune event which may take place in future, the Owner's partners along with their respective legal heirs hereby duty bound themselves to execute a fresh power of attorney in respect of the Developer's allocation till full disposition of the Developer's Allocation.

6. The Owner individually and jointly undertake that they will not cause any hindrance in the lawful completion of Development project over and unto the existing property in accordance with the plan and in the event of any dispute amongst the Owner and the Developer; each can take proper legal action against each other.

J. TAXES MAINTENANCE :

1. The Municipal taxes, rates, charges and other outgoings of the **said premises** from the period commencing from delivery of vacant possession, including the previous dues, of the same by the Owner to the Developer, till delivery of vacant possession of the Owner's allocation in the proposed building by the Developer to the Owner, shall be solely borne by the Developer.

2. The Owner and the Developer shall be liable to pay and bear all proportionate taxes, rates and charges for electricity and other services and other outgoings payable in respect of their respective shares in the proposed building from the date of delivery of possession of the Owner's allocation/share of the constructed area.

3. After completion of the said building and the Owner's Allocation is delivered to

the Owner, all the flats owners shall form an Association and the said Association/ Society shall look after all related system regarding maintenance, etc. of the building formulating such Rules and Regulations and members of the Association shall think fit and proper and the Owner shall be liable and agree to make payment of the proportionate share of the charges and/or deposits payable in respect thereof.

K. MISCELLANEOUS :

1. That the Owner also executes a power of attorney in favour of the Developer for smooth execution of the construction work of the new building and also for selling, transferring and registration of the portions within the Developer's allocation to the intended purchaser/s as per the choice of the Developer.
2. The Owner shall not do any act deed or thing whereby the Developer is prevented from proceeding with the lawful construction of the Development project on the existing property in accordance with the plan and terms of the instant agreement.
3. The Owner shall not enter into any agreement for sale or transfer in respect of the existing property or enter into any agreement for granting of lease in respect the said existing property excepting of the Owner's Allocation as hereinbefore stated.
4. Subject to the fulfillment of the obligations by the Developer as embedded in the instant Agreement the Owner shall not cancel or rescind this agreement until such time the said Development Project is completed in terms of the Development Agreement and/or within the time frame of completion of the development project as stated herein in this Agreement.
5. Nothing contained herein shall be deemed to be construed as a partnership or a joint venture between the Owner and the Developer.
6. None of the parties do any act deed or things whereby the other party is prevented from enjoying and/or dealing with their respective allocation in terms of this agreement.

7. Both the parties hereby covenant with each other to do ALL THAT other act deed or thing as may be reasonably required by the Other Party for the purpose of giving effect to and/or implementing this agreement.
8. The 'Owner' shall not be liable and/or responsible for any accidents, mishaps and/or incidents endangering, causing and/or resulting in any sort of injury/loss of life, limb or property of any human being whether or not involved in the construction project of development of the said property.
9. In case of any dispute arising out of this agreement either of the parties have right to take legal actions before the Civil and Criminal Court having the jurisdiction of the said Court.
10. Be it noted that by this Development Agreement along with Development Power of Attorney, the Developer shall only be entitled to receive consideration money by execute agreement / final document for transfer of property as per provisions laid down in the said documents as the Developer without getting any ownership of any part of the propel under schedule. This development agreement and the related development power of attorney shall never be treated as the agreement / final document for transfer of property between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

DEVELOPMENT POWER OF ATTORNEY

THE OWNER HEREBY EMPOWERS AND AUTHORISES AND APPOINTS THE DEVELOPER HEREIN AS THEIR ATTORNEY TO DO FOLLOWING ACTS :

BE IT KNOWN TO ALL MEN BY THESE PRESENTS that we, (1) **SMT. RUPA DHAR CHOWDHURY, PAN : AEFPC6731B, Aadhaar No. 9761 9197 9823**, wife of Sri Goutam Dhar Chowdhury, by Nationality - Indian, by faith – Hindu, by occupation - Business, residing at E/46, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata – 700086, (2) **SMT. SNIGDHA SAHA, PAN : ARSPS6953K, Aadhaar No. 6109 7694 6708**, wife of Sri Sumantra Saha, by Nationality - Indian, by

faith – Hindu, by occupation - Business, residing at J/27, Baghajatin Palli, Post Office – Jadavpur University, Police Station – Jadavpur, Kolkata – 700032, **AND (3) SMT. SARMISTHA PAL, PAN : AGHPP1452C, Aadhaar No. 4310 6527 8933**, wife of Sri Basudeb Pal, by Nationality - Indian, by faith – Hindu, by occupation - Business, residing at E/14/A, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata – 700086, all are the **PARTNERS** of **MESSRS CREATION, PAN : AADFC2227N**, a Partnership Firm, having its Registered Office at E/46, Baghajatin Palli, Post Office – Baghajatin, Police Station – Patuli, Kolkata - 700086, hereinafter jointly called and referred to as the **PRINCIPALS/EXECUTANTS**, to nominate, constitute and appoint **SRI PROSENJIT DAS, PAN : AHAPD5235D, Aadhaar No. 4737 4652 1616**, son of Late Shambhu Nath Das, by Nationality - Indian, by faith – Hindu, by occupation - Business, residing at D-77/A, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar, Kolkata – 700047, the sole proprietor of **PRIYADARSHINI ENCLAVE MAKERS**, a sole proprietorship firm, having its office at D-77/A, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar, Kolkata – 700047, as our true and lawful **ATTORNEY** to look after and perform all necessary works for dealing with our property mentioned in the **First Schedule** hereunder written and accordingly we jointly and/or individually authorise him to act our names and on our behalf to execute and perform all or any of the following acts, deeds, matters and things for the purpose enumerated below:

1. To develop, construct, manage and look after, control and supervise the management, development and construction work and also to administer the **said premises** in our names and on our behalf in all respects.
2. To sign, execute, verify and to file complaints, written statements and objection and all other petitions and also to present appeals and to file new cases, in future in any courts, tribunals, forums, offices, competent authorities, if required and to accept services of all letters, summons, notices and other process of law, in our names and on our behalf regarding the **said premises**.
3. To appear in all cases, pending and to be filed in future, in connection with the **said premises** on our behalf and represent us in all cases in all courts, tribunals,

forums, offices, competent authorities for doing all the necessary works as and when required under law.

4. To appear and represent us in all Courts, Civil, Criminal, Revenue, Original, Revisional or Appellate or Writ jurisdiction of the concerned High Court, B.L.&L.R. Office, D.L.R. Office, Land Acquisition Department, Urban Land Ceiling Department, Kolkata Municipal Corporation Office, Electric Supply Authority, Rent Control Office, CESC, and any other competent authority or authorities for the **said premises**.
5. To execute, carry into effect and perform all works on our behalf in respect of the **said premises** as well as to make necessary representations including filing of applications and appear before the B.L.&L.R. Office, D.L.R. Office, Land Acquisition Department, Urban Land Ceiling Department, and any competent authority or authorities for mutation and conversion of the **said premises** and/or any portion thereof by the Assessor and Collector of the Corporation.
6. To execute, carry into effect and perform all works on our behalf in respect of the **said premises** as well as to make necessary representations including filing of applications and appear before Assessors and Collectors of the Kolkata Municipal Corporation and other concerned authorities in regard to mutation and fixation of ratable value in respect of the **said premises** and/or any portion thereof by the Assessor and Collector of the Corporation.
7. To sign, execute, registry, notary and prepare all papers, documents, deeds, indemnity bonds, declarations, affidavits, undertaking, applications and plans required for approval of building plan, revised building plan, modify building plan, regularise building plan, completion plan, drainage/sewerage connection from the Kolkata Municipal Corporation (K.M.C.) authority and other competent authorities and for that above said purpose our Constituted Attorney shall appear before the Court, the Kolkata Municipal Corporation, Registry Offices, Notary Publics and other competent authorities.
8. To sign, execute, registry, notary and prepare all papers, documents, deeds, indemnity bonds, declarations, affidavits, undertaking, applications, plans and

registered deed/documents including declaration, boundary declaration, gift deed to the K.M.C., strip of land to the K.M.C., etc. for sanction building plan, revised building plan, modify building plan, regularise building plan, any type of deviation occur, before starting and/or during construction of the building in the **said premises** and to appear before the Kolkata Municipal Corporation for further approval from the Kolkata Municipal Corporation authority and do all signature for getting approval of completion certificate from the Kolkata Municipal Corporation.

9. To sign all papers, documents, undertaking, application, indemnity bonds, declarations, affidavits, plans, etc. required for obtain water connection from the Kolkata Municipal Corporation at the **said premises**.

10. To sign all papers, documents, undertaking, application, indemnity bonds, declarations, affidavits, plans etc. required for inside and outside drainage and sewerage system and connection with the Kolkata Municipal Corporation drainage and sewerage system for the **said premises**.

11. To make necessary representations to the C.E.S.C. and other concerned authorities for obtaining electric power/connection for the new building at the **said premises**.

12. To perform all formalities and necessary works and sign and execute all things, instruments, applications, affidavits, undertakings, bonds, declarations, etc. for the **said premises** as and when required.

13. To sign, registry and execute all deeds, things, instruments, applications, affidavits, declarations which our Attorney consider necessary for fully and effectually dispose of the rights and interest of the **said premises** only in respect of the Developer's Allocation.

14. To do and take every acts and legal steps for maintain peace keeping and to ensure no breach of peace at over and around the **said premises**.

15. To appoint and engage Advocate, LBS, Engineer, Architect, specialised persons, etc. on our behalf, whenever our Attorney shall think fit and proper, in respect of the **said premises**.

16. To make General Dairy, F.I.R, Complaint to Police Authority and/or Administrative Authority or Authorities or any Competent Authority for secures our legal rights on the **said premises**.

17. To negotiate all such terms and to agree to sell the Developer's Allocation (mentioned in the **Third Schedule** hereunder written) or any part of it to any intending purchaser/purchasers and at such price which our said Attorney in his discretion thinks fit and proper and to agree upon and to enter into any agreement and/or agreements and/or sale deed(s) and/or deed(s) of conveyance, deeds of mortgage, deeds of lease for such sale, transfer or sales and/or any transfer deed(s) and/or any other agreements and/or to cancel and/or repudiate the same and to sign, execute and registry all agreements, agreement for sale and/or agreements for sale and/or sale deed(s) and/or deed(s) of conveyance, deeds of mortgage, deeds of lease in respect of the said Developer's Allocation and appear before the registry office(s) and present the same and receive the earnest money and/or consideration money for the said Developer's Allocation or any part of it.




AND GENERALLY to do all other acts and also to conduct all matters which may arise in near future in respect of the **said premises** mentioned hereunder.

AND we do hereby agree to ratify and confirm all acts, deeds, matters, steps, petitions, applications and things lawfully done by our Attorney which shall be constructed as acts, deeds, matters, steps, petitions, applications and things, done to all intents and purposes which we could do if personally present.

AND we the Principals do hereby agree to ratify and confirm all acts and whatever our said Attorney shall do, execute or perform or cause to be done, executed and performed in exercise of the Power of Attorney hereunder conferred upon or otherwise expressed or intended.

THE FIRST SCHEDULE ABOVE REFERRED TO(Description of the **said premises**)

ALL THAT piece and parcel of homestead land measuring about **4 (four) Cottahs 2 (two) Chittacks 30 (thirty) Sq.ft.** more or less with a single storied building measuring about 1200 (one thousand and two hundred) Sq.ft. more or less (cemented flooring) standing thereon, whereon proposed G+III storied building will be erected as per sanctioned building plan vide building permit No. 2018100051 dated 02/07/2018, lying and situated in Mouza : Baishnabghata, J.L. No. 28, comprising in C.S. Dag No. 216, under C.S. Khatian No 364, District Collectorate Touzi Nos. 56 and 151, **P.S. Netaji Nagar** (formerly Jadavpur), A.D.S.R. Office at Alipore, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation, being the **K.M.C. Premises No. 8J, Baishnabghata Bye Lane**, Assessee No. 21-100-01-0044-8, in the **K.M.C. Ward No. 100**, Borough No. X, **Kolkata – 700047**, along with right to take electricity, tap water, gas, telephone connections and of all other amenities through the adjacent Road and passage, with all easement rights thereto, and the entire property is butted and bounded as follows:

ON THE NORTH	:	8'-0" wide Private Passage;	
ON THE SOUTH	:	Plot of others' in C.S. Dag No. 215;	
ON THE EAST	:	Property of others;	
ON THE WEST	:	12'-0" wide K.M.C. maintained Road.	

THE SECOND SCHEDULE ABOVE REFERRED TO

(OWNER'S ALLOCATION)

The Owner shall get following portion in the proposed building together with the undivided proportionate share of the **said land** as mentioned in the First Schedule hereinabove written and also right to use the common portions, common facilities and rights as mentioned in the Fifth Schedule below;

- i) One Self Contained Flat on the First Floor, at the South-Western side, measurement as per sanctioned building plan, in the proposed G+III storied building;

- ii) One Self Contained Flat on the Second Floor, at the South-Western side, measurement as per sanctioned building plan, in the proposed G+III storied building;
- iii) One Self Contained Flat on the Third Floor, at the South-Western Side, measurement as per sanctioned building plan, in the proposed G+III storied building;
- iv) Entire Car parking space on the right side (South-Western side) of the proposed G+III storied building;
- v) Non refundable Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand) only as forfeited money will be paid at the time of signing of this agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

The Developer shall get following portion in the proposed building together with the undivided proportionate share of the **said land** as mentioned in the First Schedule hereinabove written and also right to use the common portions, common facilities and rights as mentioned in the Fifth Schedule below;

- i) One Self Contained Flat on the First Floor, at the North-West Side, measurement as per sanctioned building plan, in the proposed G+III storied building;
- ii) One Self Contained Flat on the Second Floor, at the North-West Side, measurement as per sanctioned building plan, in the proposed G+III storied building,
- iii) One Self Contained Flat on the Third Floor, at the North-West Side, measurement as per sanctioned building plan, in the proposed G+III storied building;
- iv) Entire Car-parking space on the left side (North-Western side) of the proposed G+III storied building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION)

1. **FOUNDATION** : The foundation of the building shall be of R.C.C. structure as per design of the Engineer/ Architect

Sand:

- i) Casting - Full Course
- ii) Brick, Plastering and other works - Medium Course

Stone :

5/8 Pure.

Bricks :

Picket Bricks. (Not below 240) No.

Cement :

Lafarge, Ambuja and Ultra Tech.

Iron Rods :

ISI mark as available in market (TMT).

2. **STRUCTURE** : The main structure of the building shall be of R.C.C. frame structure comprising of R.C.C. column, beam, slab (thickness 4"),etc. (mixture ratio of stone, sand and cement 4:3:1, M-20 Grade.
3. **ELEVATION** : Attractive design in front elevation with exclusive finish.
4. **WALLS** : The external walls of the building will be 8" thick with cement mortar (1:5) and partition wall be of 5" thick and inside the Flat shall be of 3" thick all be bounded with cement mortar (1:3).
5. **PLASTERING** : All internal surface shall be plastered with cement sand (1:4) finished with wall putty. All the external walls shall be plastered with cement and sand and painted with Weather Coat (Ultima) of matching colour.
6. **FLOORING & SKIRTING** : All the flooring and skirting of flat will be made with marble with machine polish finish.

7. **DOORS** : All door frames will be made of wood and supplying all doors shall be commercial flushed doors with necessary accessories. Toilet will have PVC frame and doors. Main door of the flat will be wooden/imported designed flush door.
8. **WINDOWS** : All windows will be made of Aluminium sliding, fitted with blackish glass with Grill and verandah railing
9. **TOILET FITTINGS** : The toilet flooring will have marble/anti skid tiles. Walls shall have 6 feet Glazed Ceramic Tiles, above from the 6" skirting. All toilets will be Provided with concealed Plumbing for water each bathroom have one Anglo Indian or Western Commode white in colour, One white coloured Basin each toilet will have concealed stop cock of ISI along with 4 (four) outlet points in each toilet.
10. **KITCHEN FITTINGS / FIXTURES** : The kitchen will have marble and shall have Cooking Platform with Granite finished over Black Stone along with matching steel Sink and ceramic tiles up to a height of 3 feet from the cooking slab along with on hole for exhaust fan.
11. **STAIRS** : All landings and steps of the stair- case will be of marble along with steel railing and the walls after plastering will be painted with snow chem.
12. **ELECTRICALS** : All electrical lines, to be concealed having first class copper wires (Havels brand) of proper with earthen arrangement, all switches boards to be sheet metals with front cover of parapet sheet/ plug/socket, etc. Are to be provided on all electrical points earthing for flat and lift.
13. **ELECTRICAL POINTS** : (1) BED ROOMS - 5(five) electric points, (2) LIVING/ DINNING ROOM - Two light points, one fan point, one TV point, one Cable point, and one plug point, (3) TOILET / KITCHEN - One light point, (4) STAIRS : One light point on each landing, (5) ROOFS / OTHERS - Adequate light points, (6) one AC point, one Geyser point, one refrigerator point, one microwave point, one exhaust fan point, one aqua guard point and one

washing machine point for Each Flat (7) GROUND - Adequate light points, (8) One 15 Amps power points for each flat and (9) light and fan point in the lift.

14. **LIFT** : Lift from a reputed company along with other fittings and fixtures.
15. **WATER SUPPLY** : One underground water reservoir for storing the Kolkata Municipal Corporation water and will provide two over head water reservoir of Patton Company for storing water with adequate Horse Power Capacity of Pump and Motor of a reputed branded company available in the market and the water lines from both the over head tanks will be separate with one spare submersible P/P system.
16. **EXTRA WORK** : Special fittings, flooring , fixtures in the flat will be provided at extra cost to be deposited before execution of the specific work , subject to feasibility.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common areas, facilities and maintenance)

The common areas and facilities mentioned in this agreement shall include

- a) The foundation columns, girders, beams, supports, main walls, corridors, lobbies, lift, pump room, care taker's room, stairs, stair ways, entrance to and exist from the building and intended for common use.
- b) Lift, lift room, lift well, lift lobby and lift machine.
- c) Water pump, water tank, septic tank, water pipes and other plumbing installations.
- d) Electrical wiring, meters and fittings (excluding those as are installed for any particulars flats).
- e) Pump motor, meter box.
- f) Ultimate roof, the shed over it and stair case room.

- g) Boundary walls and main gate.
- h) Drainage, underground water reservoir and over head water tank may be off of R.C.C.
- i) Open side spaces of the building.

Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage user and occupation of the flats in common in the ground floor.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Common Expenses to be borne by the Intended Purchasers and the Owners shall pay after one year from the delivery of taking possession)

- A) Cost and expenses for maintenance, repairing, decorating of the said building and the said common areas and facilities be enjoyed and mead by the purchasers in common with the owners of other Flats.
- B) Cost of cleaning and lighting of passage, landing, stair case and other parts of the said building to be enjoyed or mead by the purchasers/owners/occupiers. Electricity charges for the pump, motor, and common lights, lift, etc.
- C) Cost of working and maintenance of common services, such as line of filtered and unfiltered water, sewerage of drains, rain water and water pipes, lift, etc.
- D) Cost of consumption of water as may be charged by the Kolkata Municipal Corporation.
- E) Cost of decoration of the exterior walls of the said building from time to time.
- F) Salaries of Darwans, Electrician, Sweepers, etc. after taking possession of flat and car parking space.

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

SIGNED, SEALED AND DELIVERED by
the PARTIES herein in Kolkata in presence
of following WITNESSES :

1. Soumen Das
#/91 Ramsank, koL-47

M/S. CREATION

✓ Rupa Dharchowdhury.
Partner

M/S. CREATION

✓ Saemistha Pal.
Partner

2. Bandho Pal
144, Baghejatin St^d Road -
(J-Bhuan)
Kol- 700032

M/S. CREATION

✓ Snigdha Saha
Partner

Signature of the Land Owners
/ Principals / Executants

FOR PRIYADARSHINI ENCLAVE MAKERS

Prosenjit Das

Proprietor

Signature of the Developer
/ Attorney

Prepared as per instruction by
the parties herein & Drafted by:


ws/753/202

Surya Prasad Datta Roy
Advocate
Alipore Judges' Court,
Kolkata - 700027.

MEMO OF MONEY RECEIPT

RECEIVED the sum of Rs.1,50,000/- (Rupees One Lakhs and Fifty Thousand) only by the Land Owner herein from the Developer herein as per terms of this Agreement mentioned hereinabove as following manner :

Date	Mode of Payment	Amount
09/06/2023	By Cheque, vide No. 008451 drawn on Union Bank of India, Garia, Kolkata.	Rs.1,50,000/-
	TOTAL :	Rs.1,50,000/-

(Rupees One Lakhs and Fifty Thousand only)

WITNESSES :-

1. Soumen Das

M/S. CREATION
✓ Rupa Dharchowdhury
Partner

2. Bandita Pal

M/S. CREATION
✓ Soumista Pal
Partner

M/S. CREATION
✓ Suigdha Saha
Partner

Signature of the Land Owners



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name RUPA DHAR CHOWDHURY

Signature Rupa Dhar Chowdhury



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name Snigdha Saha











Signature Snigdha Saha



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					


Name Saamirtha Pal

Signature Saamirtha Pal

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

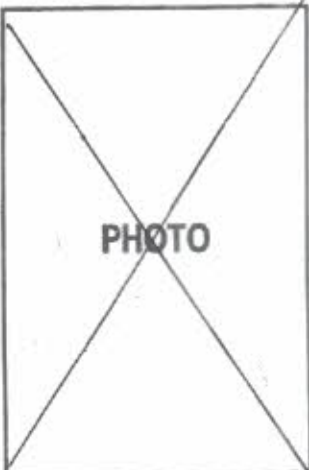
Name..... PROSENJIT DAS

Signature..... Prosenjit Das

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name..... SURYA PRASAD DATTA ROY (Identifier)

Signature..... Surya Prasad Datta Roy

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....

Signature.....



IDENTITY CARD
ALIPORE BAR ASSOCIATION

(AFFILIATED UNDER BAR COUNCIL OF WEST BENGAL)
KOLKATA - 700 027

PHONE : CIVIL : 2479-8335/7330, CRIMINAL : 2479-1477

Card No. : IC/846



Name : SURYA PRASAD DATTA ROY Advocate

Father's/Husband's name : Late Samir Kumar Datta Roy

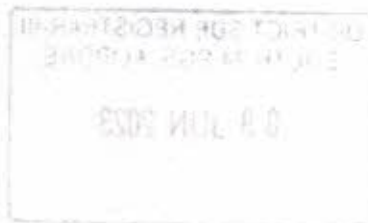
Address : Datta - Villa ; 63 Baghajatin E. Block East,
Baghajatin Station Road Kolkata-700 086

Ph. No. : 98318 32151/94332 13723/2425-9830

W.B. Bar Council Enrolment No. : WB/753/2002

Surya Prasad
SECRETARY

*Surya Prasad Datta Roy
Adv.*



Major Information of the Deed

Deed No :	I-1603-08280/2023	Date of Registration	12/06/2023
Query No / Year	1603-2001215249/2023	Office where deed is registered	
Query Date	14/05/2023 3:32:01 AM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	SURYA PRASAD DATTA ROY Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831832151, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 79,34,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,071/- (Article:48(g))	Rs. 1,560/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Baishnab Ghata Bye Lane, , Premises No: 8J, , Ward No: 100 Pin Code : 700047

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land *	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 2 Chatak 30 Sq Ft	1/-	71,24,999/-	Width of Approach Road: 12 Ft.,
Grand Total :				6.875Dec	1 /-	71,24,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	1/-	8,10,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1200 sq ft	1 /-	8,10,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	CREATION E/46, BAGHAJATIN PALLI, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 , PAN No.:: AAxxxxxx7N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	PRIYADARSHINI ENCLAVE MAKERS D-77/A, RAMGARH, City:- , P.O:- NAKTALA, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 , PAN No.:: AHxxxxxx5D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Smt RUPA DHAR CHOWDHURY Wife of Shri GOUTAM DHAR CHOWDHURY E/46, BAGHAJATIN PALLI, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx1B, Aadhaar No: 97xxxxxxxx9823 Status : Representative, Representative of : CREATION (as Partner)
2	Smt SNIGDHA SAHA Wife of Shri SUMANTRA SAHA J/27, BAGHAJATIN PALLI, City:- , P.O:- JADAVPUR UNIVERSITY, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARxxxxxx3K, Aadhaar No: 61xxxxxxxx6708 Status : Representative, Representative of : CREATION (as Partner)
3	Smt SARMISTHA PAL Wife of Shri BASUDEB PAL E/14/A, BAGHAJATIN PALLI, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx2C, Aadhaar No: 43xxxxxxxx8933 Status : Representative, Representative of : CREATION (as Partner)
4	Shri PROSENJIT DAS (Presentant) Son of Late SHAMBHU NATH DAS D-77/A, RAMGARH, City:- , P.O:- REGENT PARK, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx5D, Aadhaar No: 47xxxxxxxx1616 Status : Representative, Representative of : PRIYADARSHINI ENCLAVE MAKERS (as Proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SURYA PRASAD DATTA ROY Son of Late S K DATTA ROY ALIPORE JUDGES COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027			
Identifier Of Smt RUPA DHAR CHOWDHURY, Smt SNIGDHA SAHA, Smt SARMISTHA PAL, Shri PROSENJIT DAS			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	CREATION	PRIYADARSHINI ENCLAVE MAKERS-6.875 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	CREATION	PRIYADARSHINI ENCLAVE MAKERS-1200.00000000 Sq Ft

On 09-06-2023

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

Presented for registration at 19:50 hrs on 09-06-2023, at the Private residence by Shri PROSENJIT DAS .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 79,34,999/-

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

Execution is admitted on 09-06-2023 by Smt RUPA DHAR CHOWDHURY, Partner, CREATION (Partnership Firm), E/46, BAGHAJATIN PALLI, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086

Identified by Mr SURYA PRASAD DATTA ROY, , Son of Late S K DATTA ROY, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 09-06-2023 by Smt SNIGDHA SAHA, Partner, CREATION (Partnership Firm), E/46, BAGHAJATIN PALLI, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086

Identified by Mr SURYA PRASAD DATTA ROY, , Son of Late S K DATTA ROY, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 09-06-2023 by Smt SARMISTHA PAL, Partner, CREATION (Partnership Firm), E/46, BAGHAJATIN PALLI, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086

Identified by Mr SURYA PRASAD DATTA ROY, , Son of Late S K DATTA ROY, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 09-06-2023 by Shri PROSENJIT DAS, Proprietor, PRIYADARSHINI ENCLAVE MAKERS (Sole Proprietorship), D-77/A, RAMGARH, City:- , P.O:- NAKTALA, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047

Identified by Mr SURYA PRASAD DATTA ROY, , Son of Late S K DATTA ROY, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

On 12-06-2023

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,560.00/- (B = Rs 1,500.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,528/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/05/2023 10:54PM with Govt. Ref. No: 192023240054569298 on 15-05-2023, Amount Rs: 1,528/-, Bank: SBI EPay (SBlePay), Ref. No. 3290516196238 on 15-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 9,571/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 11620, Amount: Rs.500.00/-, Date of Purchase: 19/05/2023, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/05/2023 10:54PM with Govt. Ref. No: 192023240054569298 on 15-05-2023, Amount Rs: 9,571/-, Bank: SBI EPay (SBIEPay), Ref. No. 3290516196238 on 15-05-2023, Head of Account 0030-02-103-003-02



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

11620

19/05/2023

Sold to: Priyadarshini Enclave Makers
of D-77/A, Ramgarh, Kol-700047.

Rupees: 500/-

(Signature)

Semiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kol-27

- Prosenjit Das



6700

OR PRIYADARSHINI ENCLAVE MAKERS
Prosenjit Das

Proprietor



6701

M/S. CREATION
Saxmita Pal.
Partner



6702

M/S. CREATION
Rupa Dharchowdhury.
Partner



6704

Identifier:

Surya Prasad Datta, Ad.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 235807 to 235849
being No 160308280 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.06.13 17:15:27 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/06/13 05:15:27 PM.
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)