

15678/24

I-15303/24



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

99AB 210535

DEVELOPMENT AGREEMENT
TOGETHER WITH POWER OF ATTORNEY

THIS DEED OF AGREEMENT FOR DEVELOPMENT is made on
this the 6th day of September, Two Thousand Twenty Four
(2024) BETWEEN

certified that the document is submitted to
registration. The signature and
the endorsement are attached with the
document are the part of this document.

District Sub-Registrar-RO
Alipore, South 24-parganas

6/9/24

42/30821-I
31 AUG 2024

No: 4902 Date: Rs 10.00

Name:

Address:

Vendor - Washim Gazi
Alipore Judges Court
Kolkata-700 027

S. DAS
Advocate
Alipore Judges Court,
Kolkata-700 027

Signature of Vendor



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SOUTH 24 PGS., ALIPORE

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স্বাক্ষরিত
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NITU AGARWAL, w/o Kushal Agarwal, PAN NO. AJAPA5539M, AADHAAR NO. 969615759799, by faith - Hindu, by occupation - Housewife, residing at 3 no. Vidyasagar Sarani, Garfa, Santoshpur, P.O. - Santoshpur, P.S. - Garfa, Kolkata - 700075, District: 24 Parganas (South), hereinafter called and referred to as **"OWNER/FIRST PARTY"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

ANJANEYA BUILDERS AND PROMOTERS PRIVATE LIMITED PAN NO. AAECA5645E, having it's registered office at 53, Garfa Main Road, P.O.- Santoshpur, P.S.- Purba Jadavpur, Kolkata- 700075, represented by one of it's directors **Mr. Kailash Chand Agarwal**, s/o Late Sukh Ram Agarwal, PAN NO. ACLPA2104N, AADHAAR NO. 385398680029, by faith -Hindu, by Nationality - Indian, by occupation - Business, residing at 3 no. Vidyasagar Sarani, Santoshpur, P.O.- Santoshpur, P.S. - Garfa, Kolkata - 700075, District: 24 Parganas (South), hereinafter called and referred to as the **"DEVELOPER/SECOND PARTY"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said company and it's executors, representatives, administrators and assigns) of the **OTHER PART** and herein after to as the **"DEVELOPER"**.

WHEREAS: -

1. One Nanda Rani Sarkar, by virtue of a Kobala (sale deed written Bengali language), dated 27.10.1970, duly registered at the office of the Sub-Registry office at Alipore, in Book No. I, Volume No.92, Pages 72 to 75, Being No. 552, for the year 1970, purchased all that the piece and parcel of land measuring 2 Cottahs under R.S. Dag No. 290, under Khatian No. 189, Mouza Kalikapur, J.L. No. 29, Pargana - Khaspur, R.S. No. 2, Touzi No. 3-5 and 12, Police Station - Previously Tollygunge then Jadavpur now Kasba, Sub Registry office - now Alipore, Pargana - Khaspur, District - previously 24 Parganas now South 24 Parganas and presently comes under the Jurisdiction of Municipal Ward No.109 of The Kolkata Municipal Corporation and during her use and enjoyment of the said property died intestate leaving behind her surviving her



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three minor daughters namely Anu Rani Sarkar, Tanu Rani Sarkar and Runu Rani Sarkar, one minor son namely Sri. Manas Kumar Sarkar and her husband Sri Chandra Kanta Sarkar who after the death of said Nanda Rani Sarkar became the co-owners of the said property and as the said three daughters and only son of said Nanda Rani Sarkar were minors so for their education and up bringing said Sri Chandra Kanta Sarkar decided to sale the said Property and accordingly applied before the Learned District Judge at Alipore and as per the order of the said Learned Court said Sri Chandra Kanta Sarkar deposited the share of the sale proceeds of the said Minors in the said Learned court and after due approval of the draft of the deed on 9.8.1984, one Smt. Tarubala Batui, wife of Bechu Ram Barui, purchased from said Minors and said Sri Chandra Kanta Sarkar, the said Property vide Kobala (Sale Deed written in Bengali language), dated 9.8.1984, duly registered at the office of D.R. Alipore, in Book No. I, volume No. 101, Pages 131 to 138, Being No. 10487, for the year 1984, the said land measuring 2 Cottahs with structure thereon along with all easement rights over it and started to use and enjoy the same being the owner of the said property and duly mutated her name in the records of the Kolkata Municipal Corporation which after due assessment has been known and numbered as Municipal Premises No.112, Kalikapur and she was in exclusive possession and had absolute right to sale the said property.

2. Said Smt. Tarulata Barui, due to her need of money declared to sale the said plot of Bastu land measuring 2 Cottahs with structure thereon, with all easement rights over it.
3. Said Sri Jay Prakash Anchalia, by virtue of a Saf Bikroy Kobala (Absolute Sale deed written in Bengali language), dated 30th July, 1990, registered at The office of District-Registrar, Alipore, South 24 Parganas, in Book No. I, Volume No 276, Pages 232 to 239, Being Deed No.11234, for the year 1990, purchased from said Smt. Tarulata Barui, All That the Piece and parcel of land measuring 2 Cottahs, be the same or a little more or less, with tiled shaded structure thereon, lying and situate at R.S. Dag No.290, under Khatian No.189, Mouza Kalikapur, J.L. No. 20, Pargana — Khaspur, R.S. No.2, Touzi No.3-5 and 12,



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Police Station - Previously Tollygunge then Jadavpur now Kasba, Sub Registry office - then Behala now Kasba, District - previously 24 Parganas now South 24 Parganas, being Municipal Premises No. 112, Kalikapur and presently comes under the Jurisdiction of Municipal Ward No.109 of The Kolkata Municipal Corporation together with all easement rights and other rights including right to lay water pipe lines, electric lines, telephone lines, gas lines and right of drainage etc.

4. After such purchase, said **Sri Jay Prakash Anchalia, became the sole and absolute owner** of ALL THAT the piece and parcel of land measuring 2 Cotthas, be the same or a little more or less with a brick built structure with tile shade thereon, measuring 200 square feet, be the same or a little more or less, situate and lying at District - South 24 Parganas, Police Station - Kasba, District Sub Registry office - Alipore, Police Station - Previously Tollygunge then Jadavpur now Kasba, R.S. No. 2, J.L. No. 20, Mouza Kalikapur, R.S. Dag No. 290, R.S. Khatian No. 189, being Municipal Premises No. 112, Kalikapur, Kolkata - 700099 and within the limits of the Municipal Ward No.109 and thereafter gifted the same to the Vendor herein by virtue of a Gift Deed registered in the Office of the A.R.A.- I, and recorded in Book No. - I, CD Volume no. 25, Page from 6189 to 6200 Being no. 10231 for the year 2014.

AND WHEREAS :

5. One Sri Bechu Ram Barui alias Sri Bechulal Barui, son of Late Motilal Barui, of 18/2, Kalikapur, P.S. — Kasba, Kolkata - 700 078, by virtue of inheritance, have become the owner of the land and property under R.S. Dag No. 290, under R.S. Khatian No. 189, Mouza Kalikapur, J.L. No.20, Pargana - Khaspur, R.S. No.2, Touzi No. 3-5 and 12, Police Station - Previously Tollygunge then Jadavpur now Kasba, Sub Registry office - then Behala now Alipore, District - previously 24 Parganas now South 24 Parganas and presently comes under the Jurisdiction of Municipal Ward No. 109 of The Kolkata Municipal Corporation and being the absolute owner of the said Property started to use and enjoy the same and during last previous Revisional Settlement he duly recorded and published his name as owner of the said Property.



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6. Said Sri Bechu Ram Barui alias Sri Bechulal Barui, due to his need of money declared to sale a plot of Bastu land measuring 2 Cottahs 10 Chittacks with structure thereon out of land measuring 4 Cottahs 35 Square feet along structure thereon, being a portion of Municipal Premises No.18/2, Kalikapur, with all easement rights over it.
7. One Indra Chand Anchalia, since deceased by virtue of a Saf Bikroy Kobala (Absolute Sale deed written in Bengali language), dated 23rd July, 1990, registered at The office of District-Registrar, Alipore, South 24 Parganas, in Book No. I, Volume No. 276, Pages 218 to 224, Being Deed No.11232, for the year 1990, purchased from said Sri Bechu Ram Barui alias Sri Bechulal Barui, All That the Piece and parcel of land measuring 2 Cottahs 10 Square feet, be the same or a little more or less, with tiled shaded structure thereon, measuring 109 Sq. ft, be the same or a little more or less, out of land measuring 4 Cottahs 35 Square feet along with house thereon, being Marked as "B", lying and situated at R.S. Dag No. 290, under Khatian No.189, Mouza Kalikapur, J.L No. 20, Pargana - Khaspur, R.S. No. 2, Touzi No.3-5 and 12, Police Station - Previously Tollygunge then Jadavpur now Kasba, Sub Registry office - then Behala now Alipore, District - previously 24 Parganas now South 24 Parganas, being a portion of Municipal Premises No.18/2, Kalikapur and presently comes under the Jurisdiction of Municipal Ward No. 109 of The Kolkata Municipal Corporation including the right of user on the 8 feet wide private passage and together with all easement rights and other rights including right to lay water pipe lines, electric lines, telephone lines, gas lines and right of drainage etc.
8. After such purchase, said Indra Chand Anchalia, became the sole and absolute owner of All That the Piece and parcel of land measuring 2 Cottahs 10 Square feet, be the same or a little more or less, with tiled shaded structure thereon, measuring 109 Sq.ft. be the same or a little more or less, out of land measuring 4 Cottahs 35 Square feet along with house thereon, lying and situated at R.S. Dag No. 290, under Khatian No.189, Mouza Kalikapur, J.L No. 20, Pargana - Khaspur, R.S. No. 2, Touzi No. 3-5 and 12, Police Station - Previously Tollygunge then Jadavpur now Kasba, Sub Registry office - then Behala now



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Alipore, District - previously 24 Parganas now South 24 Parganas and started to use and enjoy the same free from all encumbrances.

9. Said Indra Chand Anchalia, during his peaceful use and enjoyment of the All That the Piece and parcel of land measuring 2 Cottahs 10 Square feet, be the same or a little more or less, with tiled shaded structure thereon, measuring 109 Sq. ft, be the same or a little more or less, out of land measuring 4 Cottahs 35 Square feet along with house thereon, lying and situated at R.S. Dag No. 290, under Khatian No.189, Mouza Kalikapur, J.L No. 20, Pargana - Khaspur, R.S. No. 2, Touzi No.3-5 and 12, Police Station - Previously Tollygunge then Jadavpur now Kasba, Sub Registry office -then Behala now Alipore, District - previously 24 Parganas now South 24 Parganas, died intestate on 11th December 2000, leaving behind him surviving his wife Smt. Manik Devi Anchalia and his five sons namely Mr. Abhay Singh Anchalia, Mr. Ashok Kumar Anchalia, Mr. Yeogesh Anchalia, Mr. Jayprakash Anchalia, and Mr. Naresh Anchalia, and his seven daughters namely Mrs. Jatan Devi Dudheria, Mrs. Kanak Devi Hirawat, Mrs. Saroj Jain, Mrs. Manju Bothra, Mrs. Madhu Jain, Mrs. Seema Kothari and Mrs. Suman Sindhar, as his only legal heirs and heiresses, who by virtue of inheritance have become the co-owners of the of the all movable and immovable properties of said Late Indra Chand Anchalia, each having undivided proportionate 1/13th share in them.
10. Later said Smt. Manik Devi Anchalia, during her peaceful ownership, use and enjoyment of her undivided proportionate 1/13th share in the said properties died intestate on 12.02.2006, leaving behind her surviving five sons namely Mr. Abhay Singh Anchalia, Mr. Ashok Kumar Anchalia, Mr. Yeogesh Anchalia, Mr. Jayprakash Anchalia, and Mr. Naresh Anchalia and his seven daughters namely Mrs. Jatan Devi Dudheria, Mrs. Kanak Devi Hirawat, Mrs Saroj Jain, Mrs. Manju Bothra, Mrs. Madhu Jain, Mrs. Seema Kothari and Mrs. Suman Sindhar, as her only legal heirs and heiresses, who by virtue of inheritance have become the co-owners of all the movable and immovable properties of said Late Manik Devi Anchalia including her undivided proportionate 1/13th share in the said Premises.



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11. Accordingly by virtue of inheritance, the heirs and heiresses of said Late Indra Chand Anchalia and Late Manik Devi Anchalia, i.e. Mr. Abhay Singh Anchalia, Mr. Ashok Kumar Anchalia, Mr. Yeogesh Anchalia, Mr. Jayprakash Anchalia, and Mr. Naresh Anchalia, and her seven daughters namely Mrs. Jatan Devi Dudheria, Mrs. Kanak Devi Hirawat, Mrs Saroj Jain, Mrs. Manju Bothra, Mrs. Madhu Jain, Mrs. Seema Kothari and Mrs. Suman Sindhar, as her only legal heirs and heiresses, have become the co-owners of the said property of said Late Indra Chand Anchalia, each having undivided proportionate share in the said Property and duly mutated their names in the records of the Kolkata Municipal Corporation as co-owners of the said Property and after due assessment the said Property has been known and numbered as Municipal Premises No. 1257, Kalikapur, having Assessee No. 311090662392.

12. After such inheritance the heirs and heiresses of said Late Indra Chand Anchalia and Late Manik Devi Anchalia, i.e. Mr. Abhay Singh Anchalia, Mr. Ashok Kumar Anchalia, Mr. Yeogesh Anchalia, Mr. Jayprakash Anchalia, and her seven daughters namely Mrs. Jatan Devi Dudheria, Mrs. Kanak Devi Hirawat, Mrs Saroj Jain, Mrs. Manju Bothra, Mrs. Madhu Jain, Mrs. Seema Kothari and Mrs. Suman Sindhar gifted their 1/12th share of All That the Piece and parcel of land measuring 2 Cottahs 10 Chittaks, be the same or a little more or less, with tiled shaded structure thereon, measuring 109 Sq. ft, be the same or a little more or less, out of land measuring 4 Cottahs 35 Square feet along with house thereon, lying and situated at R.S. Dag No. 290, under R.S Khatian No.189, Mouza Kalikapur, J.L No. 20, Pargana - Khaspur, R.S. No. 2, Touzi No.3-5 and 12, Police Station - Previously Tollygunge then Jadavpur now Kasba, Sub Registry office - then Behala now Alipore, District - previously 24 Parganas now South 24 Parganas to the Vendor herein by virtue of a Gift Deed registered in the Office of the .A.R.A.- I, and recorded in Book No. - I, CD Volume no. 25, Page from 6201 to 6217 Being no. 10232 for the year 2014.

AND WHEREAS :

13. One Sri Bechu Ram Barui alias Sri Bechulal Barui, son of Late Motilal Barui, of 18/2, Kalikapur, P.S. — Kasba, Kolkata — 700 078, by virtue of inheritance, became the owner of the land and property under R.S. Dag No. 290, under



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14. Said Sri Bechu Ram Barui alias Sri Bechulal Barui, due to his need of money declared to sale a plot of Bastu land measuring 2 Cottahs 25 sq.ft. with structure thereon out of land measuring 4 Cottahs 35 Square feet along structure thereon, being a portion of Municipal Premises No.18/2, Kalikapur, with all easement rights over it.
15. The vendor herein by virtue of a Saf Bikroy Kobala (Absolute Sale deed written in Bengali language), dated 30th July, 1990, registered at The office of District-Registrar, Alipore, South 24 Parganas, in Book No. I, Volume No. 276, Pages 225 to 231 Being Deed No.11233, for the year 1990, purchased from said Sri Bechu Ram Barui alias Sri Bechulal Barui, All That the Piece and parcel of land measuring 2 Cottahs 25 sq.ft. be the same or a little more or less, with tiled shaded structure thereon, out of land measuring 4 Cottahs 35 Square feet along with house thereon, being Marked as "B", lying and situated at R.S. Dag No. 290, under R.S. Khatian No.189, Mouza Kalikapur, J.L No. 20, Pargana - Khaspur, R.S. No. 2, Touzi No. 3-5 and 12, Police Station - Previously Tollygunge then Jadavpur now Kasba, Sub Registry office - then Behala now Alipore, District - previously 24 Parganas now South 24 Parganas, being a portion of Municipal Premises No.18/2, Kalikapur and presently comes under the Jurisdiction of Municipal Ward No. 109 of The Kolkata Municipal Corporation including the right of user on the 8 feet wide private passage and together with all easement rights and other rights including right to lay water pipe lines, electric lines, telephone lines, gas lines and right of drainage etc.
16. Thus by way of two Gift Deed and Bengali Saf Kobala Sri Naresh Anchalia @ Sri Naresh Kumar Anchalia became the owner of All That the Piece and parcel of



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land measuring 6 Cottahs 35 sq.ft. be the same or a little more or less, lying and situated at R.S. Dag No. 290, under R.S. Khatian No.189, Mouza Kalikapur, J.L No. 20, Pargana - Khaspur, R.S. No. 2, Touzi No.3-5 and 12, Police Station - Kasba, District —South 24 Parganas and thereafter mutated his name in the records of the Kolkata Municipal Corporation vide assessee no. 311090601123 and the new premises number of the entire 6 cottah 35 sq.ft. land was numbered as 112, Kalikapur, Police Station - Kasba, Kolkata - 700099, District - South 24 Parganas and the property was recorded in his name in the records of B.L.& L.R.O in Khatian no. 360.

AND WHEREAS Sri Naresh Anchalia @ Sri Naresh Kumar Anchalia while seized and possessed of All That the Piece and parcel of land measuring **6 Cottahs 35 sq.ft.** be the same or a little more or less, lying and situated at R.S. Dag No. 290, under R.S. Khatian No.360, Mouza Kalikapur, J.L No. 20, Pargana — Khaspur, R.S. No. 2, Touzi No.3-5 and 12, K.M.C Premises no. 112 Kalikapur, Police Station -Kasba, Kolkata- 700099, District —South 24 Parganas sold the land to the owner herein by virtue of a registered Deed of Conveyance dated 06/11/2023 registered in the office of the D.S.R. - III, at Alipore which is recorded in Book No.- I, Volume No. 1603-2023, page from 462659 to 462683, Being no. 160316665 for the year 2023.

AND WHEREAS during her stay over All That the Piece and parcel of land measuring **6 Cottahs 35 sq.ft.** be the same or a little more or less, lying and situated at R.S. Dag No. 290, under R.S. Khatian No.360, Mouza Kalikapur, J.L No. 20, Pargana — Khaspur, R.S. No. 2, Touzi No.3-5 and 12, K.M.C Premises no. 112 Kalikapur, Police Station -Kasba, Kolkata- 700099, District —South 24 Parganas, she mutated her name in the records of the Kolkata Municipal Corporation vide assessee no. 311090601123 and thereafter decided to erect a multi storied structure over the said land, but due to paucity of money and her inexperience she was in search of a Developer, for the sake of brevity the land is to be herein after referred to and called as **"THE SAID PROPERTY"** morefully described and written in the **FIRST SCHEDULE** hereunder.

AND WHEREAS knowing the said intention of the owner herein and her inability to construct a building, the Developer herein approached the owner herein to develop the



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said property after offering the terms and conditions mentioned hereto, being satisfied regarding the free and marketable title of the said property belonging to the Owner herein relying upon all the documents, deeds, affidavits etc. supplied by the Owner herein as per requisition of the Developer herein in respect of the said property.

AND WHEREAS being satisfied with the reputation and credentiality of the Developer herein by Owner herein, she decided and nominated the Developer herein to develop the said property on the terms and conditions hereunder written.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

ARTICLE - I, DEFINITION

1. **OWNER** - shall mean **NITU AGARWAL**, w/o Kushal Agarwal, PAN NO. AJAPA5539M, AADHAAR NO. 969615759799, by faith - Hindu, by occupation - Housewife, residing at 3 no. Vidyasagar Sarani, Garfa, Santoshpur, P.O.- Santoshpur, P.S. - Garfa, Kolkata - 700075 District: 24 Parganas (South) and her respective heirs, executors, administrators, legal representatives and assigns.
2. **DEVELOPER** - shall mean **ANJANEYA BUILDERS AND PROMOTERS PRIVATE LIMITED** PAN NO. AAECA5645E, having it's registered office at 53, Garfa Main Road, P.O.- Santoshpur, P.S.- Purba Jadavpur, Kolkata- 700075, represented by one of it's directors **Kailash Chand Agarwal**, s/o Late Sukh Ram Agarwal, PAN NO. ACLPA2104N, AADHAAR NO. 385398680029, by faith -Hindu, by Nationality - Indian, by occupation - Business, residing at 3 no. Vidyasagar Sarani, Santoshpur, P.O.- Santoshpur, P.S. - Garfa, Kolkata - 700075, District: 24 Parganas (South), (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said company and it's executors, representatives, administrators and assigns).
3. **THE SAID PROPERTY** - Shall mean All That the Piece and parcel of land measuring **6 Cottahs 35 sq.ft.** be the same or a little more or less, lying and situated at R.S. Dag No. 290, under R.S. Khatian No.360, Mouza Kalikapur, J.L No. 20,



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Pargana — Khaspur, R.S. No. 2, Touzi No.3-5 and 12, K.M.C Premises no. 112 Kalikapur, Kolkata Municipal Corporation assessee no. 311090601123, Police Station -Kasba, Kolkata- 700099, District —South 24 Parganas,.

4. **OWNER'S ALLOCATION** - The Developer shall allot the Owner Entire First Floor and 4th Floor, 50% area of car parking area and one shop room in the ground floor.
5. **DEVELOPER'S ALLOCATION** : Shall mean that the Developer will take the rest portion of the constructed area in the new building.
6. **ENGINEER/ARCHITECT** : Shall mean such person or persons who shall be appointed by the Developer for supervising the construction of the building.
7. **BUILDING PLAN** - Building plan drawn by the Architect.
8. **COMMON EXPENSES** - shall mean and include proportionate share of the cost, fees, charges and other outgoings charges and expenses for working, maintenance upkeep, repair and replacement of the common parts, common amenities in the new building from the date of possession thereof.
9. **SALEABLE SPACE** : shall mean the space developers allocation of the sanctioned area including stairs, lift, and passage in the new Building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof and after providing the Owner's allocation in a habitable manner.
10. **COMMON AREAS AND COMMON FACILITIES** - Shall include stairways, passageways, on the Ground Floor, roof, water pump and motor and other facilities which may be mutually agreed upon between the parties hereto and required for the establishment, location, enjoyment provision, maintenance and/or management of the new building which shall always remain as joint property of the Owner and/or their nominee or nominees or legal heirs and the Developer and/or its respective nominee or nominees.
11. **OLD BUILDING** : shall mean the said old structure standing at the said property.



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12. NEW BUILDING : shall mean the proposed **multistoried building** consisting of several flats/spaces and other structures which the parties hereto propose to erect in or upon the said property.

13. TIME : Shall mean the completion of the construction work i.e. **24 months** from the date of obtaining sanction plan and the same may be extended for more 6 months as per consent of both the parties.

14. ROOF : shall mean and include the entire open space of the ultimate roof and/or top of the new building, excluding the space required for installation of the overhead tank, T.V. Antenna/satellite disk, stair-case cover and other facilities.

15. TRANSFEREE : shall mean the person or persons to whom any space in the building has been agreed to be transferred.

16. ENCUMBRANCES : shall mean charges, liens, lispence, claims, liabilities trusts, demands, acquisitions and requisitions of Government and public authorities.

17. FORCE MAJURE : shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike lock out etc.

18. SUPER BUILT UP AREA : shall mean and include total constructed flat area along with proportionate common passage, stair cases and landings etc.

19. SINGULAR NUMBER : shall include the plural and vice-versa.

ARTICLE - II, COMMENCEMENT

This agreement shall be effective from the date hereof.

ARTICLE - III, OWNER'S RIGHTS AND REPRESENTATION

1. The Owner is solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said premises and have agreed to make over and deliver to the Developer the possession of the said premises for the purpose of the development (including Preliminary work) on the terms and conditions hereinafter stated.



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2. The Owner have a good, clear absolute marketable title to enter into this Agreement with the Developer.
3. None else other than the owner have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
4. No notice of acquisition or requisition have been received or has been served upon the Owner nor the Owner is aware of any such notice or order of acquisition or requisition in respect of the said premises or property or any part thereof.
5. That there is no suit or proceedings pending regarding the title in respect of the said property or any part thereof before any Court within the jurisdiction or any court within the territory of India.
6. That the Owner is solely responsible for handing over the vacant possession of the said Premises to the Developer for construction purpose i.e. construction of the Building on the said premises.
7. That the Owner shall have every right to inspect the progress of construction work time to time without disturbing the construction work in any manner whatsoever.

ARTICLE - IV, DEVELOPER'S RIGHTS

1. The Owner hereby grant subject to what has been hereunder provided exclusive right to the Developer to construct the New Building thereon in accordance with the building plan with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.
2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or creating any right title or interest in respect thereof to the Developer other than an exclusive license for the purpose of development of the said premises in terms hereof and to deal with it's allocation after providing the Owner's allocation as per the terms of these presents.

ARTICLE - V, POSSESSION

1. Possession of the said premises will be handed over by the Owner on the date of signing this Development Agreement to the Developer for construction purpose on the said plot of land as per the terms of this Development Agreement.
2. The Developer after obtaining the possession of the said premises from the Owner shall issue a letter for possession of the said premises to the Owner.



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ARTICLE – VI, PROCEDURE

1. Development Power of Attorney : The Owner shall grant proper authority to the Developer by executing a Development Power of Attorney duly registered as may be required by the Developer for the purpose of the construction of the new building on the said premises and represent the Owner for all purpose in connection with the construction work of the said building before the appropriate authorities along with execution of and registration of Agreement for Sale and Deed of Conveyance of Flats and other spaces within the Developer's allocation of the said Building provided the same shall not create any financial liabilities upon the Owner for construction of the New building in any manner whatsoever.
2. Further Acts : Notwithstanding grant of the aforesaid Power of Attorney the Owner hereby undertakes that the Owner will sign all papers, documents, plans, modified plans, deeds etc. required for the construction of the New building at the Developer's cost as per requisitions of the Developer.

ARTICLE – VII, BUILDING

1. The Developer shall at its own cost and expenses construct erect and complete the building at the said premises in accordance with the Building Plan, modified building plan and in conformity with such specifications, with the best basic materials with an intent that the said building will be a decent and strong residential building with fittings and fixtures as are mentioned in the FIFTH SCHEDULE hereunder written.
2. Subject to the aforesaid the decision of the Architect engaged in the said project appointed by the Developer regarding the quality of the basic building materials shall be final and binding on the parties hereto.
3. The Developer at its own cost and expenses shall be authorized in the name of the Owner to apply and obtain quotas, and other allocations for cement, steel, bricks and other building materials, allocable to the Owner for the construction of the building and similarly apply to obtain temporary and permanent connection of water, electricity, gas, power if necessary and permanent drainage and sewerage connection to newly built up building and other inputs and facilities required for the construction and enjoyment of the building.
4. The Developer at its own cost, fees, charges and expenses construct and



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complete the said new building and various units and/or apartments therein provided the Developer shall get the vacant possession of the said premises from the Owner.

ARTICLE – VIII, DEALING OF SPACE IN THE BUILDING

1. The Developer shall on completion of the new building put the Owner into undisputed possession of the Owner allocation **TOGETHER WITH** the rights in proportionate share of land, common areas, facilities and amenities. The Owner's Allocation shall be completed in all respects and shall be provided with the fixture & fittings and all amenities as set out in the **FIFTH SCHEDULE** hereinafter stated.
2. The Owner shall be entitled to transfer or otherwise deal with the Owner's allocation in the new building to be constructed by the Developer after getting the Owner's allocation from the Developer.
3. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to alter, reshape, remodel, transfer or otherwise deal with or dispose of the same to a good person without any prior information to the Owner herein and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.
4. After completion of the building in all respect and after handing over the Owner's allocation in the Building by the Developer the Owner or her Constituted Attorney shall execute the Deed of Conveyance or Conveyances as Vendor in favour of the Developer or its nominee or nominees in such part as shall be required for the Developer's allocation PROVIDED HOWEVER the cost of such conveyance or conveyances, including stamp duties and registration fees and expenses and all other legal expenses shall be borne and paid by the Developer or his nominee or nominees.
5. That the Developer shall deal with the local hazard, fire, any accidents, hospitalization and medical etc. and take appropriate insurance coverage as warranted or essential.

ARTICLE – IX, COMMON FACILITIES

1. After completion of the new building as per Building Plan and specification, the Developer shall handover the allocation to the Owner as mentioned in the Second Schedule hereto and the remaining portion of the Building shall be the exclusive right of the Developer. The Owner and the Developer shall punctually and regularly pay the rates and taxes for his respective portion to the appropriate authorities and both of



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them shall keep each other indemnified against all claim, action, demand, cost, charges, expenses whatsoever.

2. Any transfer of any part of the Owner's allocation in the new building shall be subject to the provisions hereof and the party of the Owner thereafter be responsible to pay the said rates and service charges for the common facilities in respect of the space transferred to him/them.

ARTICLE - X - COMMON RESTRICTION

1. The Owner's Allocation in the building shall be subject to the same restrictions and use as applicable to the Developer's allocation in the building intending for common benefits of all the occupiers of the building, which shall include the following.

2. Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity or not to use for any purposes which may cause any nuisance or hazard to the other occupiers of the building.

3. Neither party shall demolish or permit to be demolished any wall or any structure in their respective allocation or any portion thereof or make any structural alteration either major or minor therein which will affect the other owner/owners without the written consent of Owner/owner and others.

4. Neither party shall transfer or permit to be transferred of his/her/their respective allocation or any portion thereof unless.

a) Such party shall observe and perform all terms and conditions on their respective parts to be observed and/or performed.

b) The proposed transferee shall give a written undertaking to that effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in respect to area in his/her/their possession.

5. Both the parties shall abide by all laws, bye-laws, 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, bye-laws, rules and regulations.

6. The respective allottee shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances, floor and ceiling etc. of their respective allocations in the building in good working condition and repair and in particular not



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to cause any damage to the building or any other space or accommodation therein.

7. Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

8. No goods or items shall be kept by any party for display or otherwise in the corridor or at any other place of common use and enjoyment in the building and no hindrance shall be caused in any manner in the free movement of the users in the corridors and other places of common use and enjoyment in the building.

9. Neither party shall throw or accumulate any dirt, rubbish or refuse or permit the same to be thrown or accumulate in or about in the Building or in the compound, corridors or any other portion of the building.

ARTICLE - XI -OWNER'S OBLIGATION

1. The Owner doth hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from making Agreement for Sale and /or disposing its part (Developer's allocation) of the building or at the said Premises.

2. The Owner doth agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises to be constructed by the Developer subject to the condition that owner has every right to inspect the construction time to time progress of construction.

3. The Owner doth agree and covenant with the Developer not to let out, lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction and till the date of completion of the total transaction in pursuance of these presents.

4. The Owner and her property will not be liable for or responsible for any financial obligation of the Developer towards any bank/financial institution or any individual in any manner whatsoever and similarly the Developer will not be liable for any financial obligation of the owner towards any bank/financial institution or any individual in any manner whatsoever.

ARTICLE - XII, DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Owner to complete the



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construction work of the Building on the said premises within 24 months from the date of obtaining the sanctioned building plan. If the said project is not completed within the aforesaid stipulated time in that case the owner shall extend the said period for another 6 months after 24 months for completion of the total project and after the completion of the 30 months from the date of sanction of the plan if the construction is not completed by the Developer then the Developer will pay Rs. 25,000/- per month to owner for each months delay.

2. The Developer shall not have any right, title and interest in the Owner allocation together, with the proportionate share of land, facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner.

3. That firstly the Developer will have to deliver the entire completed possession of the Owner's allocation in the Building then the Developer will be entitled to deliver the possession of the Flats and other spaces within the Developer's allocation in the Building to third party but the Developer will be entitled to enter into any Agreement for Sale of Flats and other spaces within the Developer's allocation with any Intending Purchaser or Purchasers and to receive the advance / booking money and/or consideration money for the sale of the same within the Developer's allocation prior to handing over owner's allocation.

The Developer shall not be entitled to deal with the Owner's allocation of the Building to be constructed on the said premises and it is within the discretion of the Owner.

4. The Developer shall assign the benefits of this agreement to any person/body/firm but the Developer shall execute the construction work of the new building to be constructed on the said premises by appointing Engineer, Architect, Supervisor and workmen for completion of all works of the building to be constructed on the said premises.

5. After completion of construction, in accordance with the building plan the Developer is bound to deliver the owner's allocation first, then the Purchasers/Intending Buyers or other from the developer's Allocation.

ARTICLE - XIII, OWNER'S INDEMNITY

The Owner doth hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance from the Owner, provided the Developer shall perform and fulfill all the terms and conditions herein contained and/or their part to be observed and



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performed.

ARTICLE - XIV, DEVELOPER'S INDEMNITY

The Developer doth hereby undertake to keep the Owner and her legal heirs and nominees indemnified against all actions cost suits and proceedings and claim that may arise out of the Developer's acts, deeds, matters, things, affairs, commission or otherwise with regard to the development of the premises and/or in the matter of construction of the said building and/or defect therein.

ARTICLE - XV, MISCELLANEOUS

1. The Owner and the Developer have entered into this Development Agreement purely as Joint Venture basis.
2. It is understood from time to time to facilitate uninterrupted Construction of the building by the Developer various deeds, documents, matters and things not herein specified may be required to be done and various application and other documents may be required to be signed by the Owner relating to which specific provision may not have been mentioned herein the Owner hereby undertakes to do all such acts, deeds, matters and things and the Owner hereby undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe on the rights of the Owner and/or against the spirits of these presents.
3. The Owner shall not be liable for any Income-tax, property Tax or any other taxes in respect of the Developer's allocation which is the sole responsibility of the Developer but the owner will be liable to pay the GST imposed upon her allocation and the Developer shall always keep the Owner indemnified against all actions/claims, suits proceedings, cost, charges and expenses in respect thereof.
4. Any notice required to be given by the Developer to the Owner shall without prejudice to any other mode of service available be deemed to have served on the Owner if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due to the last known address of the Owner and vice-versa.
5. From the date of handing over possession of the new building each party shall be liable to pay and bear proportionate share of rates and taxes in respect of each respective spaces.



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6. As soon as the building is completed in accordance with the building plan within the time herein above mentioned the Developer shall give Possession Letter to the Owner regarding handing over of the Owner's allocation in the new building and simultaneously hand over the Owner's allocation in the new Building.
7. The building proposed to be constructed by the Developer shall be made at its own cost and expenses fully in accordance with the specification as mentioned and described in the Fifth Schedule hereunder written.
8. During the period of construction of the proposed multi storied Building, if any local disturbances arises, the Developer is responsible to clear up the litigation at it's own cost and expense, the owner shall extend all possible co-operation for clearing up the litigation.
9. The Owner shall pay the rates and taxes in respect of the said property upto the date of execution of this Development Agreement and the Developer shall be liable and responsible to pay the rates and taxes in respect of the said property from the date of taking over the possession of the said premises from the Owner till the date of handover of Owner's allocation in the Building to the Owner and the Owner is liable to pay the rent and taxes in respect of the Owner's allocation of the Building from the date of taking over the said allocation. After allotment of Owner's allocation to the Owner, the Developer shall be responsible and liable for payment of rates and taxes in respect of the Developer's allocation in the Building.
10. The original title deeds, Tax Receipts of the K.M.C. including Mutation Certificate, receipt and other related deeds and documents in respect of the said property shall be delivered by the owner to the Developer at the time of execution of this Development Agreement and the Developer shall return the said original documents after completion of the said project.

ARTICLE XVI - ARBITRATION :

- I. Save and except what has been specifically stated hereunder all disputes and differences between the parties hereto arising out of this agreement shall be adjudicated by reference to arbitration appointed by appointing Arbitrator by both the sides herein and this clause shall be deemed to be a submission within the meaning of the Arbitration and conciliation act, 1996 and its statutory modification and/or reenactments thereof from time to time.
- II. Notwithstanding the arbitration clause as referred to hereinabove the right to



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use for specific performance of this contract by one party against the other shall remain unaltered.

ARTICLE - XVII, JURISDICTION

For adjudication of dispute and differences between the parties hereto in any manner relating to or arising out of these presents or in any way connected with the land and/or building the Ld. Court having jurisdiction over the said property will be the actual forum.

ARTICLE - XVIII, FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligations hereunder written to the extent in respect of existence of 'Force Majeure'.
2. Force Majeure shall mean flood, earthquake, Labour Strike, local problem, tempest and/or other act or commission beyond the control of the parties hereto.
3. In case of Force Majeure, the time for completion of the construction of the new building shall be extended mutually in writing.
4. Time is the essence of contract herein.

DEVELOPEMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **NITU AGARWAL**, w/o Kushal Agarwal, PAN NO. AJAPA5539M, AADHAAR NO. 969615759799, by faith - Hindu, by occupation - Housewife, residing at 3 no. Vidyasagar Sarani, Garfa, Santoshpur, P.O.- Santoshpur, P.S. - Garfa, Kolkata - 700075, District: 24 Parganas (South), hereinafter called and referred to as "the PRINCIPAL". **SEND GREETINGS ::-**

WHEREAS the Principal herein is the sole and absolute Owner of All That the Piece and parcel of land measuring **6 Cottahs 35 Square feet** with brick built boundary walls and 200 sq.ft. tiled shaded structure thereon, lying and situate at R.S. Dag No. 290, under R.S. Khatian No. 360, Mouza Kalikapur, J.L. No. 20, Pargana — Khaspur, R.S. No. 2, Touzi No. 3-5 and 12, Police Station - Kasba, Sub Registry office - Alipore, District —South 24 Parganas, being Municipal **Premises No. 112, Kalikapur, Kolkata - 700099** and presently comes under the Jurisdiction of Municipal Ward No. 109 of



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The Calcutta Municipal Corporation having Assessee No. 311090601123, which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written, and entered into this registered Development Agreement along with Power of Attorney with **ANJANEYA BUILDERS AND PROMOTERS PRIVATE LIMITED** PAN NO. AAECA5645E, having it's registered office at 53, Garfa Main Road, P.O.- Santoshpur, P.S.- Purba Jadavpur, Kolkata- 700075, represented by one of it's directors Mr. Kailash Chand Agarwal, residing at 3 no. Vidyasagar Sarani, Santoshpur, Kolkata - 700075 PAN NO. AAGPI6934F, AADHAAR No. 66612445, P.O.- Santoshpur, P.S. - Garfa, Kolkata- 700053, District: 24 Parganas (South), on the terms and conditions contained herein, hereinafter referred to as "the **DEVELOPMENT AGREEMENT TOGETHER WITH POWER OF ATTORNEY**".

AND WHEREAS in the Development Agreement it was/is interalia stated that the Developer shall allot the Entire First Floor and 4th Floor, 50% area of car parking area and one shop room in the ground floor.

AND WHEREAS in pursuance of the Development Agreement entered between ourselves and the Developer and in pursuance of understanding between the Parties it is necessary and also expedient for us to appoint to look after all our said property affairs during our absence.

NOW KNOW ALL BY THESE PRESENTS I, the above named Principal do hereby and hereunder nominate, constitute and appoint **ANJANEYA BUILDERS AND PROMOTERS PRIVATE LIMITED** PAN NO. AAECA5645E, having it's registered office at 53, Garfa Main Road, P.O.- Santoshpur, P.S.- Purba Jadavpur, Kolkata- 700075, represented by one of it's directors Mr. Kailash Chand Agarwal, residing at 3 no. Vidyasagar Sarani, Santoshpur, Kolkata - 700075 PAN NO. AAGPI6934F, AADHAAR NO. 66612445, P.O.- Santoshpur, P.S. - Garfa, Kolkata- 700053, District: 24 Parganas (South), as our true and lawful Attorney in our name and on our behalf to do and execute and perform or caused to be done and executed and performed all or any of the following acts, deeds and things

1. To develop my said property and to construct a multistoried Building at the said property.



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2. To sign, apply for and obtain on my behalf any Building Plan, for the construction of the said Building for us and on our behalf.
3. To sign, execute and register any Deed of Exchange, Gift, Declaration, Affidavit in respect of our said property for the purpose of amalgamation, mutation and other related works to complete the proposed Building smoothly.
4. To engage Masons and Labours, Engineers, Supervisors, Surveyors and to purchase necessary Building materials for me and on my behalf.
5. To appear for us and on our behalf before the K.M.C, B.L.& L.R.O, and other local and/or statutory Authorities and all Government or Semi-Government Offices and to apply for obtaining sanctioned permit, license, water supply, drainage, electric supply and all services etc. as may be required for the construction of the said Building at the said property.
6. To deposit all fees, charges, money before the Authorities concerned in my name and on my behalf.
7. To issue forms, brochures, designs, plan and booklets and to invite intending Purchaser/s of the Flat/s and other spaces in Developer's allocation to any Purchaser/s at such prices as our said Attorney in 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 regarding Flats 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 their name and/or in the name of the Firm and to give or issue valid receipt for the same.
9. In case of sale, to execute, sign proper Conveyances for the different saleable Flat/s in favour of the intending Purchaser/s and to give possession of the Flat/s to present before the Registrar of appropriate jurisdiction, all Deed/s of Conveyance for registration in my name and on my behalf and to receive consideration money either in



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cash or by cheque from the intending Purchaser/s either in their name and to be credited in their account and to give proper receipt and discharge for the same only for the Developer's allocation after making delivery of possession of the Owner's allocation as per Developer's Agreement.

10. To apply for and obtain Income Tax Clearance Certificate and/or certificate under Section 230A (I) and/or under the Urban Land Ceiling and Regulations Act, 1976 and other laws relating to the revenue and/or land and/or Building in Urban land as may be required for execution and/or registration of any sale deed, lease deed and other documents of transfer as per Transfer of Properties Act, 1882, regarding Developer's allocation in the said premises and Building and also to appear before and sign and submits all papers and documents and make representation to the appropriate authority/ies for getting such certificate and/or permission.

11. 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.

12. To supervise, manage and conduct all sorts of administration in respect of the demised plot of land which we now have to handle all sorts of official matters, letters arisen in course of concerned matters with our said property/premises and to sign, submit before the registrar the documents, deeds for registering the property under the provisions of West Bengal Apartment Ownership Act, 1972 with all its latest modifications/amendments etc.

13. To appear before the Notary Public, Registrar of Assurances, District Sub-Registrar, Sub-Registrar, Metropolitan Magistrate and other officials or authorities on my 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 my behalf by virtue of this Power of Attorney in respect of Developer's allocation.



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14. To file, institute, contest, carry on, commence, withdraw any suits, action, proceedings, claims, demands etc. to any concerned lower and higher Courts and all reasonable matters and things that appear to our said attorney necessary for smoothly carrying out and completing the development works as contemplated in the proposed Development Agreement as aforesaid including to appoint Advocate, Muktar, Revenue Agent or any other legal practitioner and professionals.

We do hereby agree to ratify and confirm all or whatsoever other acts which my said Attorney 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 and also in connection with the sale of Flat/s and open spaces in Developer's allocation under and by virtue of this **POWER OF ATTORNEY** notwithstanding no express power in that behalf hereunder is provided.

FIRST SCHEDULE ABOVE REFERED TO

(The said Land /Property)

All That the Piece and parcel of land measuring **6 Cottahs 35 Square feet** with brick built boundary walls and 200 sq.ft. tiled shaded structure thereon, lying and situate at R.S. Dag No. 290, under R.S. Khatian No. 360, Mouza Kalikapur, J.L. No. 20, Pargana — Khaspur, R.S. No. 2, Touzi No. 3-5 and 12, Police Station - Kasba, Sub Registry office - Alipore, District —South 24 Parganas, being Municipal **Premises No. 112, Kalikapur, Kolkata - 700099** and presently comes under the Jurisdiction of Municipal Ward No. 109 of The Calcutta Municipal Corporation having Assessee No. 311090601123 and the same is butted and bounded as follows :-

ON THE NORTH: Premises no. 70, Kalikapur, kol-99
 ON THE SOUTH : By 18 feet wide Municipal Road.
 ON THE EAST : By Premises No. 122, kalikapur Road.
 ON THE WEST : By Premises No. 585, Kalikapur Road

[Zone : Kalikapur to Kalikapur]



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SECOND SCHEDULE ABOVE REFERRED TO**PART :: I****OWNER'S ALLOCATION**

OWNER'S ALLOCATION - The Developer shall allot the Owner Entire First Floor and 4th Floor, 50% area of car parking area and one shop room in the ground floor.

PART :: II**DEVELOPER'S ALLOCATION**

Shall mean that the Developer will take the rest portion of the constructed area in the new building.

THIRD SCHEDULE ABOVE REFERRED TO**A. CONCRETE WORK:**

1. R.C.C. framed structure as per design.

B. BRICK WORK:

1. All external walls to be 200 mm thick with 1:6 cement sand ratio properly cured.
2. All internal walls 75 mm / 125 mm thick with 1:6 cement sand ratio properly cured.
3. Bricks should be supplied by Promoter standard quality.

C. PLASTERING AND FINISHING:

1. All external and internal walls to be provided plaster of Paris of properly cured.

D. DOORS:

1. All door frame to be 2. 1/2" X 3" made of Sal wood properly seasoned.
2. All main entrance doors should be of flush door type.
3. All internal doors should be of flush door type, machine made phenol bonded formaldehyde treated of standard make.
4. Toilet door will be Flush Door.

E. WINDOWS:

1. Windows are of Aluminum made with glass panels (sliding).
2. M /S BOX grills of approved design by the architect for extra charges provided by the Purchaser.

F. FLOORING:-

1. 600 MM x 600 MM Vitrified Tiles flooring to be laid on all rooms, kitchen toilets/bath rooms and to skirting 4" high.



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2. Stair Case flooring will be finished by Marble or Vitrified Tiles with skirting 4" high.

G. PAINTINGS AND DECORATION:-

1. Plaster of Paris finishes on all internal walls over plaster.
2. White washing to the interior surface of staircase, landing, garage etc.

H. SANITARY & PLUMBING:-

1. TATA pipe G.I. pipes I.S.I. approved and C.P. bib cocks and stop cocks local made reputed Company .
2. Each toilet is to be provided with:-
 - (a) White porcelain wash basin with C.P. waster fittings P.V.C.
 - (b) C.P. Bib cock - 2 nos. and 25 dia P.V.C.
 - (c) One hot water line with all fitting excluding Geyser.
3. E.T.W.C. white porcelain including approved seat cover ' and P.V.E. low down cistern with all fitting fixtures complete.
4. Stainless steel shower rose wall type with control valves.
5. All PVC pipe, Bip Cock and Metal G.I. to be of good Company.

I. KITCHEN:-

1. With C.P. waste fitting, P.V.C. waster pipe and C.P. Connector, C.P. stop and bib cock etc.
2. 100 dia floor trap 1 nos.
3. Kitchen counters will be provided with Black stone and back wall to be finished with wall tiles of 3'-0' high along with steel sink on the adjacent wall.

J. ELECTRICITY:

1. All electric wire and cable be of copper and all specification and workmanship as per I.S. rules.
2. Building is be provided with earthling.
3. Electric Switches fitting:
4. 1Bedroom is to be provided two light points, one fan point, one plug point.
5. Drawing room is to be provided two light points, one fan point, one plug point, one Refrigeration point and one Cable T.V. point.
6. One light point, one exhaust fan point and one plug point will be provided Kitchen room.
7. One light point, one Geyser point, one exhaust fan point and one plug point is be provided in the Toilet.



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8. Door entrance will be provided on the outside of the flat.

FOURTH SCHEDULE ABOVE REFERRED TO

**(DESCRIPTION OF THE COMMON PORTIONS AFTER CONSTRUCTION OF THE
NEW BUILDING ON THE FIRST SCHEDULE PROPERTY)**

I) Areas :

- a) Entrance and exits.
- b) Boundary Walls and Main Gate of the Premises.
- c) Staircase, stair case landing stair head room and lobbies on all the floors of the Building.
- d) Entrance lobby, electric/utility room, water pump room.

II) Water, Pumping and Drainage:

- a) Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of any Unit and/or exclusively for its use).
- b) Water supply system.
- c) Water pump, under ground and overhead water reservoir together with all common plumbing installations for carriage of any unit.

III) Electrical installations :

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use.
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

- IV) Others :** Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owner.

- V) Roof :** The roof of the building should not be used for commercial purpose.
- 



IN WITNESS WHEREOF the PARTIES hereto have set and subscribed their respective hands and seals this the day, month and year first above written.

SIGNED, SEALED & DELIVERED

at Kolkata in presence of :

WITNESSES :

1. SANJAY KUMAR PURDHIT
 Addl. Gouapara Jute Mills Co. Ltd.
 State Qte No. 26, P.O. Gouapara,
 Dist- 24 Pgs (N), P.S. - Nandoli
 PIN- 743166

Nitu Aggarwal

SIGNATURE OF OWNER

2. Partha Shaw
 Boat rally, South Urena.
 P.S., Manikpur
 Dist- 24 Pgs (S)

ANJANEYA BUILDERS & PROMOTERS PVT LTD

Kailash Chandra

Director

SIGNATURE OF DEVELOPER

Drafted by :

Susmita Sen Gupta

Advocate

Alipore Judges' Court,
 Kolkata - 700027.

F-935/2006

✓
✓



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		Thumb	1 st finger	middle finger	ring finger	small finger
	Left hand					
	Right hand					






Name

Signature

		Thumb	1 st finger	middle finger	ring finger	small finger
	Left hand					
	Right hand					

Name NITU AGARWAL

Signature Nitu Agarwal

		Thumb	1 st finger	middle finger	ring finger	small finger
	Left hand					
	Right hand					

Name KAILASH CHAND AGARWAL

Signature Kailash ch Agarwal



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Major Information of the Deed

Deed No :	I-1603-15303/2024	Date of Registration	06/09/2024
Query No / Year	1603-2002363230/2024	Office where deed is registered	
Query Date	05/09/2024 12:16:01 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SUROJIT SEN GUPTA Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9883565564, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 0/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 1,75,69,231/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,050/- (Article:48(g))		Rs. 46/- (Article: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:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kalikapur, Road Zone : (Kalikapur -- Kalikapur) , , Premises No: 112, , Ward No: 109 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	6 Katha 35 Sq Ft	1/-	1,75,10,731/-	Width of Approach Road: 18 Ft.,
Grand Total :				9.9802Dec	1 /-	175,10,731 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	58,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	58,500 /-	




Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs Nitu AGARWAL Wife of Mr KUSHAL AGARWAL Executed by: Self, Date of Execution: 06/09/2024 , Admitted by: Self, Date of Admission: 06/09/2024 ,Place : Office	Photo  06/09/2024	Finger Print  Captured LTI 06/09/2024	Signature  06/09/2024
3, Vidyasagar Sarani, City:- Not Specified, P.O:- SANTOSH PUR, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX7 , PAN No.:: AJxxxxxx9M, Aadhaar No: 96xxxxxxxx9799, Status :Individual, Executed by: Self, Date of Execution: 06/09/2024 , Admitted by: Self, Date of Admission: 06/09/2024 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	ANJANEYA BUILDERSAND PROMOTERS PRIVATE AND LIMITED 53, GARFA MAIN ROAD(THKUR R.K.LANE), City:- Not Specified, P.O:- SANTOSH PUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Date of Incorporation:XX-XX-1XX8 , PAN No.:: Axxxxxx5E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr KAILASH CHAND AGARWAL (Presentant) Son of Late SUKH RAM AGARWAL Date of Execution - 06/09/2024, , Admitted by: Self, Date of Admission: 06/09/2024, Place of Admission of Execution: Office	Photo  Sep 6 2024 1:10PM	Finger Print  Captured LTI 06/09/2024	Signature  06/09/2024
3, Vidyasagar Sarani, City:- Not Specified, P.O:- SANTOSH PUR, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: ACxxxxxx4N, Aadhaar No: 38xxxxxxxx0029 Status : Representative, Representative of : ANJANEYA BUILDERSAND PROMOTERS PRIVATE AND LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr DIBAKAR MONDAL Son of Mr SHYAMAL MONDAL City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	06/09/2024	06/09/2024	06/09/2024

Identifier Of Mrs Nitu AGARWAL, Mr KAILASH CHAND AGARWAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Nitu AGARWAL	ANJANEYA BUILDERSAND PROMOTERS PRIVATE AND LIMITED-9.98021 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Nitu AGARWAL	ANJANEYA BUILDERSAND PROMOTERS PRIVATE AND LIMITED-200.00000000 Sq Ft

Endorsement For Deed Number : I - 160315303 / 2024

On 06-09-2024

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

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

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

Presented for registration at 12:48 hrs on 06-09-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr KAILASH CHAND AGARWAL ,

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 1,75,69,231/-

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

Execution is admitted on 06/09/2024 by Mrs Nitu AGARWAL, Wife of Mr KUSHAL AGARWAL, 3, Road: Vidyasagar Sarani, , P.O: SANTOSH PUR, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession House wife

Indetified by Mr DIBAKAR MONDAL, , Son of Mr SHYAMAL MONDAL, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 06-09-2024 by Mr KAILASH CHAND AGARWAL, DIRECTOR, ANJANEYA BUILDERS AND PROMOTERS PRIVATE AND LIMITED (Private Limited Company), 53, GARFA MAIN ROAD(THKUR R.K.LANE), City:- Not Specified, P.O:- SANTOSH PUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075

Indetified by Mr DIBAKAR MONDAL, , Son of Mr SHYAMAL MONDAL, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 46.00/- (E = Rs 14.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/09/2024 12:47PM with Govt. Ref. No: 192024250194266608 on 05-09-2024, Amount Rs: 14/-, Bank: SBI EPay (SBlePay), Ref. No. 3169771655146 on 05-09-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,050/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 40,040/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4902, Amount: Rs.10.00/-, Date of Purchase: 31/08/2024, Vendor name: W GAZI
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/09/2024 12:47PM with Govt. Ref. No: 192024250194266608 on 05-09-2024, Amount Rs: 40,040/-, Bank: SBI EPay (SBlePay), Ref. No. 3169771655146 on 05-09-2024, 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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 403613 to 403648

being No 160315303 for the year 2024.



Dilip Mondal

Digitally signed by Dilip Kumar Mondal
Date: 2024.09.10 15:13:21 +05:30
Reason: Digital Signing of Deed.

(Dilip Kumar Mondal) 10/09/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.