

04001/22 1-3862/2022

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

28AA 668479

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

14 MAR 2022

DEVELOPMENT AGREEMENT CUM DEVELOPMENT POWER OF ATTORNEY

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 14th DAY OF March, TWO THOUSAND AND TWENTY-TWO (2022), A.D;

BETWEEN

(Signature) Debnishti Mukhopadhyay Suropto Roy Chowdhury (Name)
Gulrate Roy Chowdhury

For Mukti Preraj Associates

Proposed

02 MAR 2022

No. 5353 Rs. 20/- Date.....

Name:.....

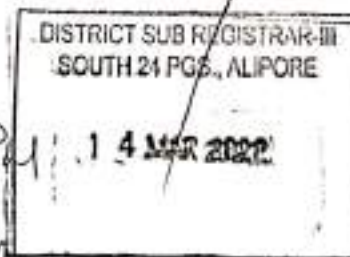
Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27



Ranjit Kumar
Son of late Prafulla Pal
4/91 Nelli Nagar
P.O. Haldia, P.S. Gzafa
Kulkaresh - 78



(1) SRI SUDIPTA ROY CHOWDHURY [PAN - AFPPR0401L][AADHAR NO. 726136313977], son of Late Ramapati Roy Chowdhury, by faith- Hindu, by occupation- Service, residing at 52/2B/2, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031 and (2) SRI SUBRATA ROY CHOWDHURY [PAN - AQUPC9540M][AADHAR NO. 3578 2985 0402], son of Late Ramapati Roy Chowdhury, by faith- Hindu, by occupation- Business, residing at 52/2B/2, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031 and (3) SRI DEBOJYOTI MUKHERJEE [PAN - ADPPM1356H][AADHAR NO. 6003 3854 3271], son of Late Debendra Nath Mukherjee, by faith- Hindu, by occupation- Teacher, residing at 52/2A, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031, hereinafter called and referred to as the "OWNERS" (which expression shall mean and include their respective legal heirs, executors, successors, administrators, legal representatives and assigns) of the FIRST PART.

AND

MUKHERJEE ASSOCIATE a Proprietorship Concern having its office at 1/1, Temple Lane, P.O- Dhakuria, P.S. Kasba, Kolkata - 700031, represented by its proprietor namely **SRI PRADIP MUKHERJEE, (PAN-AHJPM7958H) (Aadhaar No- 612773647696)** son of Late Bidhu Bhusan Mukherjee, by faith - Hindu, by Occupation - Business, Indian citizen, residing at 1/1, Temple Lane, P.O- Dhakuria, P.S. Kasba, Kolkata - 700031, hereinafter referred to as the "**DEVELOPER**", hereinafter called and referred to as the "**DEVELOPER/ BUILDER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

DEVOLUTION OF TITLE

[A] KMC PRE. NO. 52/2A, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031

WHEREAS one Binoy Krishna Chattopadhyay and Sudin Chandra Chattopadhyay were seized and possessed of or otherwise well and sufficiently entitled to as lawful joint owners and possessors of **ALL THAT** pieces and parcels of land measuring more or less 6.33 Acres lying and situate within the District 24 Parganas (South), Mouza -

Debojyoti Mukherjee

Sudipta Roy Chowdhury

Dhakuria, Police Station - Kasba (formerly Sadar Tollygunge), District Registration Office - Alipore, J. L. No. 18, R. S. No. 5, Touji No. 230/233 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1.

AND WHEREAS said Binoy Krishna Chattopadhyay died intestate leaving behind him surviving his wife - Smt Nanda Rani Chattopadhyay and three sons, namely - Shri Moni Mohan Chattopadhyay, Shri Santi Kumar Chattopadhyay and Shri Sunil Kumar Chattopadhyay, as his legal heirs.

AND WHEREAS while seized and possessed of or otherwise well and sufficiently entitled to the aforesaid land as inheritors, said Santi Kumar Chattopadhyay instituted a suit for partition of the aforesaid land against all the co-sharers vide Suit No. 49 of 1939 in the learned Court of 2nd Sub Judge at Alipore District Court.

AND WHEREAS upon mutual consents, the plaintiff as well as the defendants of the said suit, appointed Shri Paresh Nath Chattopadhyay and two others as arbitrators to formulate a partition scheme and plan thereof and the said arbitrators duly drew the partition plan as per the consent of the said parties and the same was submitted and made the part of the final decree passed by the learned Court of 2nd Sub Judge at Alipore District Court on 09.02.1940.

AND WHEREAS by the dint of the said final decree passed by the learned Court of 2nd Sub Judge at Alipore District Court, Lot Marked 'N' was legally allotted to said Santi Kumar Chattopadhyay.

AND WHEREAS by way of a registered Deed of Conveyance said Santi Kumar Chattopadhyay sold and assured major portion of his land to one Hari Das Chakraborty on 14.03.1951 and by way of another registered Deed of Conveyance said Santi Kumar Chattopadhyay sold a plot of land measuring more or less 3 Cottahs to one Biswanath Ghosh.

AND WHEREAS by way of a registered Deed of Sale, said Biswanath Ghosh sold the plot of land measuring more or less 3 Cottahs to one Sushil Kumar Mitra.





Zulrata Beg Chowdhury

AND WHEREAS by way of a registered Deed of Sale, said Sushil Kumar Mitra sold the plot of land measuring more or less 3 Cottahs to one Smt Pratima Debi.

AND WHEREAS by way of a registered Deed of Sale dated 08.05.1956, said Smt Pratima Debi sold more or less 4 Chittack 36 Sq. Ft of land out of her 3 Cottahs to aforesaid Hari Das Chakraborty.

AND WHEREAS by way of a registered Deed of Conveyance dated 27.01.1959, said Hari Das Chakraborty sold and assured a demarcated piece and parcel of land measuring more or less 2 Cottahs and 27 Sq. Ft lying and situate within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba (formerly Sadar Tollygunge), District Registration Office - Alipore, J. L. No. 18, R. S. No. 5, Touji No. 230/233 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1, unto and in favour of one Lal Mohon Bandopadhyay. Said Deed of Conveyance dated 27.01.1959 was duly registered at the office of the Sub Registrar, Alipore Sadar and recorded in Book No. 1, Volume No. 29 from Pages 82 to 90 as Being No. 551 for the year 1959.

AND WHEREAS by way of a registered Deed of Conveyance dated 18.04.1960, said Lal Mohon Bandopadhyay, sold the aforesaid piece and parcel of land measuring more or less 2 Cottahs and 27 Sq. Ft lying and situate within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba (formerly Sadar Tollygunge), District Registration Office - Alipore, J. L. No. 18, R. S. No. 5, Touji No. 230/233 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1, unto and in favour of one Mahadeb Chattopadhyay.

AND WHEREAS by way of a registered Deed of Conveyance dated 02.02.1962, said Mahadeb Chattopadhyay sold and assured a demarcated piece and parcel of land measuring more or less 2 Cottahs and 27 Sq. Ft together with pucca structure comprising three rooms, one tin shed room used as kitchen, bathroom, privy, well, reservoir, drains, electrical installations etc with rights of easement on the 12'-0" wide common passage on the western side lying and situate at and being Pre. No. 52/2A, Sarat Ghosh Garden Road, Kolkata - 700 031 (formerly 52/3, Sarat Ghosh Garden Road) within the District 24 Parganas (South), Mouza - Dhakuria, Police Station -





Subrata Ray Chowdhury

Kasba (formerly Sadar Tollygunge), District Registration Office - Alipore, J. L. No. 18, B. N. No. 5, Tenji Ho. 230/233 appertaining to P. N. Das Ho. 1/21 to 1/23 and 1/24 to 638 recorded in P. N. Khaitan Ho. 196/1, unto and in favour of one Debendra Nath Mukhopadhyay. Said Deed of Conveyance dated 27.9.1952 was duly registered at the office of the Sub Registrar, Alipore Sadar and recorded in Book No. 1, Volume No. 14 from Pages 225 to 235 as Being Ho. 835 for the year 1952.

AND WHEREAS said Debendra Nath Mukhopadhyay duly mutated his name in the records of the competent authorities and was enjoying the same free from all encumbrances whatsoever by paying the rates taxes and other outgoings regularly and punctually to the competent authorities in fee simple.

AND WHEREAS said Debendra Nath Mukhopadhyay died intestate on 6th December, 1975 leaving behind his said wife - Smt Pratima Pami Mukherjee, his only son - Shri Delepyari Mukherjee and his two daughters - Kumari Krishna Mukherjee and Smt Swapna Ghosal, wife of Sri Mityunjoy Ghosal as his only heirs and legal representatives, who inherited the aforesaid property equally each having undivided 1/4th share as per the provisions of the Hindu Succession Act, 1956.

AND WHEREAS while seized and possessed of or otherwise well and sufficiently entitled to as lawful joint owners, by way of a registered Deed of Gift dated 18.11.1987, said Smt Pratima Pami Mukherjee and as natural guardian on behalf of her mentally retarded daughter - Kumari Krishna Mukherjee, being both being Donors No. 1 & 2 therein against condition of lifelong maintenance and right to live at the house together until their deaths and Smt Swapna Ghosal being Donor No. 3 therein unconditionally mentioned therein gifted and assured ALL THAT undivided undemarcated joint 3/4th share of the demarcated piece and parcel of land measuring more or less 2 Cottahs and 27 Sq. Ft together with pucca structure comprising three rooms, one tin shed roan used as kitchen, bathroom, privy, well, reservoir, drains, electrical installations etc with rights of easement on the 12'-0" wide common passage on the western side lying and situate at and being Pre. No. 52/2A, Sarat Ghosh Garden Road, Kolkata - 700 031 (formerly 52/3, Sarat Ghosh Garden Road) within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba (formerly Sadar Tollygunge), District Registration Office - Alipore, J. L. No. 18,






Satya Ray Chowdhury

R. S. No. 5, Touji No. 230/233 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 unto and in favour of Shri Debojyoti Mukherjee, being the Donee therein, who himself is the joint owners of undivided 1/4th share in the aforesaid property. The said Deed of Gift dated 18.11.1987 was registered at the office of the District Sub Registrar, Alipore, District - 24 Parganas (South) and recorded in Book No. 1, Volume No. 323 from Pages 333 to 339 as Being No. 16499 for the year 1987.

AND WHEREAS said Kumari Krishna Mukherjee died intestate on 19.09.1994 and their mother, said Pratima Rani Mukherjee died intestate on 03.09.2018 and upon their deaths, said Debojyoti Mukherjee is now seized and possessed of or otherwise well and sufficiently entitled to as absolute lawful owners of ALL THAT piece and parcel of land measuring more or less 2 Cottahs and 27 Sq. Ft together with pucca structure comprising three rooms, one tin shed room used as kitchen, bathroom, privy, well, reservoir, drains, electrical installations etc with rights of easement on the 12'-0" wide common passage on the western side lying and situate at and being Pre. No. 52/2A, Sarat Ghosh Garden Road, Kolkata - 700 031 (formerly 52/3, Sarat Ghosh Garden Road) within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba (formerly Sadar Tollygunge), District Registration Office - Alipore, J. L. No. 18, R. S. No. 5, Touji No. 230/233 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, as Asseessee No. 210911605235 is now paying the rates, taxes and other outgoings to the competent authorities in fee simple and is enjoying his ownership free from all encumbrances whatsoever.

AND WHEREAS while seized and possessed of or otherwise well and sufficiently entitled to as lawful joint owners, by way of a registered Deed of Sale said Shri Debojyoti Mukherjee, being vendor therein against valuable consideration mentioned therein sold, assured granted conveyed and transferred ALL THAT undivided undemarcated piece and parcel of land measuring more or less 1 (One) Chittacks out of his land measuring more or less 2 Cottahs and 27 Sq. Ft along with undivided 45 sqft out of the existing pucca structure thereon lying and situated at and being KMC Pre. No. 52/2A, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24



 Subrata Ray Choudhary

Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, as more fully and particularly described in the schedule hereunder written, unto and in favour of said Sri Sudipta Roy Chowdhury and Sri Subrata Roy Chowdhury, jointly being the Purchasers therein. The said Deed of Sale was registered at the office of the District Sub Registrar- III, Alipore, District - 24 Parganas (South) and recorded in Book No. 1, as Being No. 3861 for the year 2022.

AND WHEREAS thus in the manner stated above said Shri Debojyoti Mukherjee, Shri Sudipta Roy Chwdhury and Shri Subrata Roy Chowdhury are now jointly seized and possessed of or otherwise well and sufficiently entitled to as joint lawful owners of **ALL THAT** piece and parcel of land measuring more or less 2 Cottahs and 27 Sq. Ft along with the existing pucca structure thereon lying and situated at and being KMC Pre. No. 52/2A, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, and the process of mutation is ongoing.

[B] KMC PRE. NO. 52/2B/2, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031

WHEREAS one Gouri Sankar Mukherjee, since deceased, purchased a land measuring as area of about 10 Cottahs be the same a little more or less together with all rights of easement attached thereto appertaining to Pre. No. 52/2B, Sarat Ghosh Garden Road in benami of his wife - Smt Pratima Mukherjee by virtue of a registered Deed of Conveyance.

AND WHEREAS said Gouri Sankar Mukherjee died intestate on 06th November, 1966 leaving behind his said wife - Smt Pratima Mukherjee and his two married daughters - Smt Namita Bhattacharjee and Smt Subhra Banerjee as his only heirs and legal representatives.

AND WHEREAS upon the death of the said Gouri Sankar Mukherjee, his said wife and his two married daughters each became entitled to undivided 1/3rd shares in the said Pre. No. 52/2B, Sarat Ghosh Garden Road, Kolkata - 700 031.

AND WHEREAS the said Smt Namita Bhattacharjee and Smt Subhra Banerjee filed a suit being Title Suit No. 4 of 1979, praying inter alia for partition of the said Pre. No. 52/2B, Sarat Ghosh Garden Road and of other properties as mentioned in the plaint of the said suit against their mother - Smt Pratima Mukherjee before the learned 3rd Sub Judge presently known as 3rd Court of the learned Civil Judge (Senior Division) at Alipore.

AND WHEREAS upon entering appearance in the said Title Suit No. 4 of 1979, Smt Pratima Mukherjee admitted in the said suit that her deceased husband, Gouri Sankar Mukherjee purchased the said Pre. No. 52/2B, Sarat Ghosh Garden Road, out of his money and in the benami of Smt Pratima Mukherjee, and, ultimately on the basis of a compromise petition (Solehnama) filed by the parties to the said suit, the learned 3rd Court of Civil Judge (Sr. Division) at Alipore by a judgement and decree dated 08.02.1979 was pleased to declare that the parties to the said suit each have undivided 1/3rd share in the Pre. No. 52/2B, Sarat Ghosh Garden Road as well as in other properties as mentioned in the plaint of the said suit, and the said Solehnama was made a part of the Decree.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 02.05.1981, the said Smt Pratima Mukherjee, Smt Namita Bhattacharjee and Smt Subhra Banerjee being the Vendors therein sold out ALL THAT a portion of vacant land and a portion of land measuring a total area of about 5 Cottahs and 9.5 Sq. Ft be a little more or less out of the said 10 Cottahs of land including land appertaining to the said premises No. 52/2B, Sarat Ghosh Garden Road, Kolkata - 700 031 to Smt Gita Roy Chowdhury, being the Purchaser therein for the valuable consideration mentioned therein. The said Deed of Conveyance dated 02.05.1981 along with the plan was registered at the office of the District Sub Registrar at Alipore and recorded in Book No. 1, Volume No. 209 from Pages 71 to 77 as Being No. 4728 for the year 1981.

AND WHEREAS after becoming seized and possessed of or otherwise well and



Gita Roy Chowdhury

sufficiently entitled to the aforesaid land, said Smt Gita Roy Chowdhury filled up her purchased portion of the land and duly mutated her name in the Assessment Register of the Kolkata Municipal Corporation and started paying the rates taxes and other outgoings regularly and punctually to the competent authorities in fee simple and was enjoying the same free from all encumbrances whatsoever. And the plot was subsequently known, numbered and demarcated as Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031 and built one room with tile shed on it on the southern side of the land out of her own funds and funds advanced to her by her husband.

AND WHEREAS while seized and possessed of or otherwise well and sufficiently entitled to as lawful owners, by way of a registered Deed of Conveyance dated 18.09.1991, said Smt Gita Roy Chowdhury, being Vendor therein against valuable consideration mentioned therein sold and assured ALL THAT demarcated piece and parcel of land including filled up land measuring more or less 2 Cottahs 8 Chittacks and 22 Sq. ft together with aforesaid tile shed out of 5 Cottah and 9.5 Sq. Ft of land appertaining to Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031 unto and in favour of one Nirodh Mondal. The said Deed of Conveyance dated 18.09.1991 along with the plan was registered at the office of the Additional District Sub Registrar, Sealdah, District - 24 Parganas (South) and recorded in Book No. 1, Volume No. 26 from Pages 283 to 294 as Being No. 1124 for the year 1991.

AND WHEREAS said Smt Gita Roy Chowdhury out of the money received and with the money advanced by her husband, said Gita Roy Chowdhury built a partly two storied building with an open terrace in the portion of the First Floor.

AND WHEREAS while seized and possessed of or otherwise well and sufficiently entitled to more or less remaining 2 Cottah 7 Chittacks 32.5 Sq. Ft together with partly two storied pucca building lying and situate at and being Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031, by way of a registered Deed of Gift dated 02.06.2004, said Gita Roy Chowdhury, being Donor therein unconditionally ~~given, granted, conveyed~~ and transferred ALL THAT the entire first floor of the partly two storied building with a western side open terrace situated in the portion of the first floor measuring a super built up area of about 460 Sq. Ft be the same a little

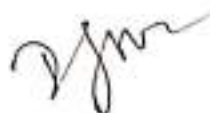


Ygr Subrata Roy Chowdhury

more or less comprising two rooms one hanging verandah and the said western side open terrace measuring an area about 395 Sq. Ft together with undivided proportionate share of land underneath the building together with all rights of easements and appurtenances and rights of common user attached thereto including the uninterrupted common right of way over the side passages on the northern, southern and western (Front) sides of the building, common open courtyard and or common space on the ground floor eastern side of the building as well as common staircase leading to first floor together with right to use in common the semi underground reservoir and the septic tank and motor pump and electric meter room and the overhead reservoir to be constructed over the roof of the first floor after demolishing the old overhead reservoir on the open terrace of the first floor of the building on the land measuring more or less 2 Cottah 7 Chittacks 32.5 Sq. Ft lying and situated at and being Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, unto and in favour of her younger son - Sri Sudipta Roy Chowdhury, being the Donee therein and handed over the same to him forever free from all encumbrances whatsoever. The said Deed of Gift dated 02.06.2004 was duly registered at the office of the District Sub Registrar - III, South 24 Parganas at Alipore and recorded in Book No. 1, Volume No. 14 from Pages 1093 to 1119 as Being No. 6891 for the year 2004.

AND WHEREAS similarly, by way of another registered Deed of Gift dated 02.06.2004, said Gita Roy Chowdhury, being Donor therein unconditionally gifted, granted, conveyed and transferred ALL THAT the entire ground floor flat measuring a super built up area of about 799 Sq. Ft be the same a little more or less comprising two rooms, one dining cum living room, one kitchen, one verandah, one bath cum privy and one privy together with undivided proportionate share of land underneath the building together with all rights of easements and appurtenances and rights of common user attached thereto including the uninterrupted common right of way over the side passages on the northern, southern and western (Front) sides of the building, common open courtyard and or common space on the ground floor eastern side of the building as well as common staircase leading to first floor together with right to





Gulzara Roy Chowdhury

more or less comprising two rooms one hanging verandah and the said western side open terrace measuring an area about 395 Sq. Ft together with undivided proportionate share of land underneath the building together with all rights of easements and appurtenances and rights of common user attached thereto including the uninterrupted common right of way over the side passages on the northern, southern and western (Front) sides of the building, common open courtyard and or common space on the ground floor eastern side of the building as well as common staircase leading to first floor together with right to use in common the semi underground reservoir and the septic tank and motor pump and electric meter room and the overhead reservoir to be constructed over the roof of the first floor after demolishing the old overhead reservoir on the open terrace of the first floor of the building on the land measuring more or less 2 Cottah 7 Chittacks 32.5 Sq. Ft lying and situated at and being Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, unto and in favour of her younger son - Sri Sudipta Roy Chowdhury, being the Donee therein and handed over the same to him forever free from all encumbrances whatsoever. The said Deed of Gift dated 02.06.2004 was duly registered at the office of the District Sub Registrar - III, South 24 Parganas at Alipore and recorded in Book No. 1, Volume No. 14 from Pages 1093 to 1119 as Being No. 6891 for the year 2004.

AND WHEREAS similarly, by way of another registered Deed of Gift dated 02.06.2004, said Gita Roy Chowdhury, being Donor therein unconditionally gifted, granted, conveyed and transferred ALL THAT the entire ground floor flat measuring a super built up area of about 799 Sq. Ft be the same a little more or less comprising two rooms, one dining cum living room, one kitchen, one verandah, one bath cum privy and one privy together with undivided proportionate share of land underneath the building together with all rights of easements and appurtenances and rights of common user attached thereto including the uninterrupted common right of way over the side passages on the northern, southern and western (Front) sides of the building, common open courtyard and or common space on the ground floor eastern side of the building as well as common staircase leading to first floor together with right to




 Subrata Roy Chowdhury

use in common the semi underground reservoir and the septic tank and motor pump and electric meter room and the overhead reservoir to be constructed over the roof of the first floor after demolishing the old overhead reservoir on the open terrace of the first floor of the building on the land measuring more or less 2 Cottah 7 Chittacks 32.5 Sq. Ft lying and situated at and being Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, unto and in favour of her younger son - Sri Subrata Roy Chowdhury, being the Donee therein and handed over the same to him forever free from all encumbrances whatsoever. The said Deed of Gift dated 02.06.2004 was duly registered at the office of the District Sub Registrar - III, South 24 Parganas at Alipore and recorded in Book No. 1, Volume No. 14 from Pages 1077 to 1092 as Being No. 6890 for the year 2004.

AND WHEREAS thus in the manner stated above, said Sri Sudipta Roy Chwdhury and Sri Subrata Roy Chowdhury, jointly became seized and possessed of or otherwise well and sufficiently entitled to the partly two storied building on the land measuring more or less 2 Cottah 7 Chittacks 32.5 Sq. Ft lying and situated at and being Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, Assessee No. 210911600961 and were enjoying the same peacefully paying the taxes jointly to the competent authorities in fee simple.

AND WHEREAS while seized and possessed of or otherwise well and sufficiently entitled to as lawful joint owners, by way of a registered Deed of Sale said Sri Sudipta Roy Chwdhury and Sri Subrata Roy Chowdhury, being vendors therein against valuable consideration mentioned therein sold, assured granted conveyed and transferred ALL THAT undivided undemarcated piece and parcel of land measuring more or less 1 (One) Chittacks out of their undivided land measuring more or less 2 Cottah 7 Chittacks 32.5 Sq. Ft along with undivided 45 sft out of the existing pucca




Subrata Roy Chowdhury

structure thereon lying and situated at and being KMC Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, as more fully and particularly described in the schedule hereunder written, unto and in favour of said Shri Debojyoti Mukherjee, being the Purchaser therein. The said Deed of Sale was registered at the office of the District Sub Registrar- III, Alipore, District - 24 Parganas (South) and recorded in Book No. 1, as Being No. 3860 for the year 2022.

AND WHEREAS thus in the manner stated above said Shri Debojyoti Mukherjee, Shri Sudipta Roy Chwdhury and Shri Subrata Roy Chowdhury are now jointly seized and possessed of or otherwise well and sufficiently entitled to as joint lawful owners of **ALL THAT** piece and parcel of land measuring more or less 2 Cottah 7 Chittacks 32.5 Sq. Ft along with the existing pucca structure thereon lying and situated at and being KMC Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, and the process of mutation is ongoing.

AND WHEREAS thus in the manner stated above, by virtue of aforesaid both the Deeds of Conveyance said Shri Debojyoti Mukherjee, Shri Sudipta Roy Chwdhury and Shri Subrata Roy Chowdhury became seized and possessed of or otherwise well and sufficiently entitled to as absolute lawful joint owners of :-

[A] **ALL THAT** piece and parcel of land measuring more or less 2 Cottahs and 27 Sq. Ft along with the existing pucca structure thereon lying and situated at and being KMC Pre. No. 52/2A, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of


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the Kolkata Municipal Corporation, and

[B] **ALL THAT** piece and parcel of land measuring more or less 2 Cottah 7 Chittacks 32.5 Sq. Ft along with the existing pucca structure thereon lying and situated at and being KMC Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, and are now peacefully enjoying the same by paying the rates taxes and other outgoings regularly and punctually to the competent authorities in fee simple free from all encumbrances whatsoever, hereinafter called the said "**LAND**" (more fully and particularly described in the **FIRST SCHEDULE** hereunder written).

This Development agreement shall be effective after amalgamation in the office of the Kolkata Municipal corporation.

AND WHEREAS the Owners are not in a condition to develop the Multi - Storied building over and upon the said land premises by their own due to paucity of funds and due to lack of time for supervision of the construction, as such for the Development of one Multi - Storied Building over the said land premises the Owners have decided to engage one Developer. And the Developer Concern mentioned herein above, knowing the same from reliable source, has approached to the Owners for developing the same.

AND WHEREAS the Owners have decided to execute one Development Agreement with - **MUKHERJEE ASSOCIATE** a Proprietorship Concern having its office at 1/1, Temple Lane, P.O- Dhakuria, P.S. Kasba, Kolkata - 700031, represented by its proprietor namely **SRI PRADIP MUKHERJEE, (PAN-AHJPM7958H) (Aadhaar No- 612773647696)** son of Late Bidhu Bhusan Mukherjee, by faith - Hindu, by Occupation - Business, Indian citizen, residing at 1/1, Temple Lane, P.O- Dhakuria, P.S. Kasba, Kolkata - 700031, the Developer herein, stating the terms and conditions in details in this Development Agreement duly to be registered before D.S.R.III, Alipore on this day itself.

[Signature]
Subrata Prady Chowdhury

NOW IT IS HEREBY AGREED BY AND BETWEEN THE OWNERS AND THE DEVELOPER as follows:-

ARTICLE - 1 : DEFINITIONS

In this Agreement unless it is repugnant to or inconsistent with the subject or context:-

OWNERS: shall mean the aforesaid (1) **SRI SUDIPTA ROY CHOWDHURY** [PAN - AFPPR0401L][AADHAR NO. 726136313977], son of Late Ramapati Roy Chowdhury, by faith- Hindu, by occupation- Service, residing at 52/2B/2, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031 and (2) **SRI SUBRATA ROY CHOWDHURY** [PAN - AQUPC9540M][AADHAR NO. 3578 2985 0402], son of Late Ramapati Roy Chowdhury, by faith- Hindu, by occupation- Business, residing at 52/2B/2, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031 and (3) **SRI DEBOJYOTI MUKHERJEE** [PAN - ADPPM1356H][AADHAR NO. 6003 3854 3271], son of Late Debendra Nath Mukherjee, by faith- Hindu, by occupation- Teacher, residing at 52/2A, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031, including their respective heirs, successors, executors, administrators, legal representatives and assignees.

DEVELOPER: shall mean **MUKHERJEE ASSOCIATE** a Proprietorship Concern having its office at 1/1, Temple Lane, P.O- Dhakuria, P.S. Kasba, Kolkata - 700031, represented by its proprietor namely **SRI PRADIP MUKHERJEE, (PAN- AHJPM7958H) (Aadhaar No-612773647696)** son of Late Bidhu Bhusan Mukherjee, by faith - Hindu, by Occupation - Business, Indian citizen, residing at 1/1, Temple Lane, P.O- Dhakuria, P.S. Kasba, Kolkata - 700031, including his heirs, successors, executors, administrators, legal representatives and assignees.

SAID LAND: shall mean [A] **ALL THAT** piece and parcel of land measuring more or less 2 Cottahs and 27 Sq. Ft along with the existing pucca structure thereon lying and situated at and being KMC Pre. No. 52/2A, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the

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municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, and

[B] **ALL THAT** piece and parcel of land measuring more or less 2 Cottah 7 Chittacks 32.5 Sq. Ft along with the existing pucca structure thereon lying and situated at and being KMC Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, hereinafter called the said "**LAND**" (more fully and particularly described in the **FIRST SCHEDULE** hereunder written) (which will later on be amalgamated with each other as per KMC rules).

PREMISES or the SAID PROPERTY: shall mean all that Premises described in the First Schedule hereto and shall also include the land, the structures and other structures thereon and / or the new building to be constructed thereon whenever the context permits.

UNDIVIDED PROPORTIONATE SHARE IN THE LAND: shall mean all that undivided, impartible, indivisible share or interest in the total land more or less comprised in the entirely more fully described in the First Schedule.

ARCHITECTS: shall mean a duly qualified Architect to be appointed by the Developer for the time being and/or other Architect during the material point of time of construction of the proposed building or during the process or progress of the work whatsoever may have been appointed by the Developer.

BUILDING: shall mean Multi storied building to be constructed upon the said land in accordance with the building plan as would be duly sanctioned by the Kolkata Municipal Corporation (more fully and particularly described in the **SECOND SCHEDULE** hereunder written).

COMMON EXPENSES: shall mean and include the cost of operating, up-keeping and maintaining as and when required the common services and facilities of the building and shall include all taxes, charges, salaries, premiums and other expenses payable

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in respect thereof or incidental thereto after completion of construction and as fully described in the **FOURTH SCHEDULE** hereunder written.

UNITS: shall mean any Flat and other spaces within the building on or at the said premises, each of them being part thereof.

UNDIVIDED SHARE: shall mean the undivided variable and impartible proportionate share in the land attributable and allocable to the said unit to be determined in relation to the area of the respective unit.

PLAN: shall mean the plan as would be sanctioned by the Kolkata Municipal Corporation and/or all other appropriate authority, and other statutory variation including such modification or variations therein as may be required to be made or directed by the said Kolkata Municipal Corporation and other authorities and agreed upon by the Owners.

TRANSFER: with its grammatical variations shall mean and include a transfer of possession and by other means adopted for effecting what is understood as a transfer for flat / unit in multi-storied building to the purchaser/s.


TRANSFEREES: shall mean the purchaser/s to whom any Flat / Garage and other space in the said building will be transferred to with prior approval of First Party / Owners for which approval shall not be unreasonably withheld.


DISPUTE: Any dispute and/or difference arising between the parties or their legal representatives, the same shall be referred to the joint arbitrators, each party appointing one arbitrator and the award of the arbitrators shall be final and binding upon the parties.

OWNERS' ALLOCATION: The Developer / Second Party will give/ handover/ issue possession of the building area as mentioned in Article - 2 hereinafter.

MEMORANDUM OF AGREEMENT: shall mean this Agreement between the Owners and Developer in respect of **FIRST SCHEDULE** property and construction of building

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thereon with terms and conditions embodied hereto.

SPECIFICATIONS: shall mean the materials and specifications mentioned in the **SIXTH SCHEDULE** hereunder written (which will be decided before hand).

ARTICLE - 2 : ALLOCATIONS AND BENEFITS

OWNERS' ALLOCATION:

Owners will receive (i) one flat on the Third floor Front side flat measuring 750 sq.ft covered area more or less with one car parking space on the ground floor (ii) one flat on the First floor (Rear Side) measuring 603 sq.ft covered area more or less (iii) another one flat on the first floor front side measuring 1218 sq.ft covered area more or less together with one car parking space on the ground floor along with one small godown in the back side of the proposed Multi storied building in addition Developer shall pay non-refundable amount of Rs.5,00,000/- (Rupees Five Lakhs) only to the Owners at the time of possession of Owners' allocation share together with undivided proportionate share of land with common area and facilities thereon.

DEVELOPERS' ALLOCATION:

The Developer will get (i) one flat on the entire Second floor flat measuring 1821 sq.ft covered area more or less (ii) another one flat on the Third floor back side measuring 1071 sq.ft covered area more or less together rest of the car parking space on the ground floor except car parking of Owners of the proposed Multi storied building together with undivided proportionate share of land with common area and facilities thereon.

ARTICLE - 3 : BUILDING

- 1) The Developer at his own cost and expenses shall construct the said three storied building on the said premises according to the specification mention in the **SIXTH SCHEDULE** hereunder written in accordance with the plan so would be sanctioned by the K.M.C., and in compliance with all Municipal Rules, Regulations and provisions. The building to be so constructed shall be of good standard quality building materials and workmanship. No sub-standard materials shall be used, and all such specifications, materials,






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fixtures and fittings shall be approved of and/or certified by qualified Architect. The Developer shall be solely responsible for all cost, damages, fine, and compensation etc. for non-compliance of statutory rules, if any. It is needless to mention that the Developer will also arrange for corporation water connection with uninterrupted water supply (as may be required to meet the consumption after completion of construction), Drainage / Sewerage etc. for peaceful occupation of the premises in a habitable condition.

- 2) The Developer hereby declare that the commencement of construction of the proposed Multi storied building shall take effect after approval of the Building Plan and the same shall be completed within **18 (Eighteen)** months from the date of building plan sanction, which may be extended up to a further period of 6 (six) months, if situation demands so and after completion of the proposed building, the land Owners' allocation as aforesaid shall be handed over first prior to handing over possession to anyone else.

ARTICLE - 4 : DEVELOPERS' OBLIGATION

- 1) The Developer hereby agrees and covenants with the Owners not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owners. No consent shall be required from the Owners on the part of the Developer to transfer.
- 2) Hereby assign the Developer's allocation to the intending purchaser/s or purchasers which can be effected only after the Owners get possession (except as has been mentioned before) of their allocation.
- 3) The Developer hereby agrees and covenants with the Owners not to do any act, deed, or thing whereby the Owners may be prevented from enjoying selling, assigning and/or disposing of the portion within the Owner's allocation in the Multi storied building during the pendency of this Agreement as mentioned herein.
- 4) The Developer hereby declares that construction of the proposed building shall be positively completed, and the Owner's allocation therein as agreed, shall be handed over to the Owners within **18 (Eighteen)** months from the date of building plan sanction subject to extension thereof for further 6 (Six) months by way of grace. If the Developer fails to complete construction even within such period of

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24 (Twenty Four) months in total as aforesaid from the date of sanction of the Multi storied building plan thereof, in such event the Developer shall be liable to pay damages to the Owners **AND THE TIME IS THE ESSENCE OF THIS AGREEMENT**, and in such event the Developer will compensate the Owners immediately.

- 5) It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen of the Developer, victimizing of any of workmen, or any other persons whatsoever, or causing any harm to the property during the course of construction of the building the Developer shall be solely liable and/or responsible there for and shall bear all expenses resulting there from or for compensation payable there for, keeping the Owners, their estate and effects safe, and harmless, and indemnify, all claims, damages, rights and/ or actions as the Owners may have to in respect of such eventualities suffer in any manner whatsoever.
- 6) After completion of the total constructional work of the proposed Multi storied building, the Developer shall arrange for assessment of the same by the Municipal authority, as well to inform the Owners in writing about approval of such constructions by the authorities as also asking him in writing to take delivery of possession of their allocation in the proposed Ground Plus III storied building as per terms as stated above.
- 7) That the Owners shall not be responsible for any Income Tax and any other taxes in respect of the Developer's allocation in the proposed building. Any such liability will be on Developer's account.
- 8) That the Developer undertakes to obtain on completion of construction at the premises from the Kolkata Municipal Corporation bearing all costs and expenses thereof out of their fund.
- 9) The Developer as per terms as agreed, undertake to bear all cost and expenses for the construction of the Multi storied building proposed to be constructed at the premises and also bear the sanction fees of the Building Plan from the Kolkata Municipal Corporation.
- 10) The Owner's Allocation of the constructed area being provided for the land of the Owners being agreed to be shared or parted with the Developer or with the prospective buyers of the Developer's allocation which the Developer will get against the expenses incurred by him for carrying out the entire construction work





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on the Owner's land. If any litigation results from any transaction in respect of any unit and/or flats within the allocation of the Developer in such circumstance the Developer shall be solely liable thereof and the Developer will sell the same. The Owners will not be liable and/or responsible in respect of the same in any manner whatsoever.

- 11) Income, sales and other tax liabilities as out of sale of the allocation of the Developer as agreed, or any portion thereof shall be borne solely by the Developer and the moneys received by the Developer being considered it's income in the fullest sense of the term and the Owners having nothing to do nor any interest therein nor being related thereto shall have no tax liability there for in any manner whatsoever.
- 12) For any Government claims arising out of the construction of the building as against Capital gains in respect of Developer's allocation the Developer shall be solely liable for meeting, and/or settling such claims, keeping the Owners, safe and/or harmless in such respect undertaking to indemnify the Owners in case he has to suffer monetary or any other losses there for.
- 13) Any personal liability as against the Developer shall not be included in the Development project agreed to be undertaken unless it affects the Owners.
- 14) That the Developer will hand over the Owners' allocation as per specification mentioned in the SIXTH SCHEDULE hereunder written.
- 15) Municipal Tax liability will be on Developer / New Purchasers' Account except for the portion occupied by the Owners. During the period of construction, the Municipal Tax liability will be on Developer's account.

ARTICLE - 5 : OWNERS' OBLIGATION

1) The Owners hereby grant exclusive license and permission to the Developer to construct, erect and complete the proposed building on the said land including the Owners' allocation of the said proposed building in accordance with the sanctioned building plan as per specification contained in the SIXTH SCHEDULE hereunder written.

2) The Developer shall be exclusively entitled to the Developer's allocation in the building with the rights to transfer or otherwise deal with or dispose of the same subject to compliance of the terms and conditions of this agreement only after


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handing over the said Owners' allocation constructed area within the said proposed Multi storied building meant for the Owners' allocation to their satisfaction. After such delivery of possession, the Owners shall not in any way interfere with or disturb quiet and peaceful possession of the Developer's allocation. Similarly, Owners' quiet peaceful possession of their portions as mentioned above will not be disturbed.

3) The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building on the said plot of land subject to condition that the Developer shall comply with building rules and use good quality building materials and act in accordance with law.

4) The Owners hereby agree and covenant with the Developer that upon receiving their allocation to their satisfaction they will not do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer' allocation and/or selecting the person in whose favour the Developer shall sell/transfer the Developer's allocation.

5) The Owners hereby agree and covenant with the Developer not to let out, grant, lease, mortgage, encumber and / or charge the said plot of land or any portion thereof as per terms of this agreement.

6) That the Owners undertake that during the continuance of this Agreement they shall not enter into any Development or Sale Agreement with any Third Party in respect of the said land or any part thereof but the Land Owners shall have every right to enter into agreements including Sale Agreement in respect of Owners' allocation under Article 2, mentioned above, of the said proposed building and the Developer shall be the confirming party of the said agreement.

7) It is agreed that upon completion of the proposed Multi storied building and upon delivery of the possession of the Owners' allocated portion by the Developer, all proportionate levies and taxes which will be finally assessed by the Kolkata Municipal Corporation in respect of the Owners' allocated portion in the proposed Multi storied building shall be paid by the Land Owners from the date of taking over the possession of his entire allocated portion. Remaining tax liability will be on account of Developer / new Owners (Purchasers), as the case may be.

8) The Developer shall be entitled to fix Sign Board on the said property, for advertisement, and insertions in newspapers and other advertising media and all costs and expenses ancillary thereto shall be borne by the Developer exclusively.





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- 9) The Owners authorize the Developer to appoint duly qualified Architect, Labours, workmen, masons, and to obtain electricity, water, sewerage, drain from the Kolkata Municipal Corporation and C.E.S.C. and construct building upon the said land.
- 10) The Owners hereby undertake to execute proper Deed of Conveyance/s in favour of the intending purchaser or purchasers to get those deeds Registered before concerned Registering Authority in respect of the Developer's allocation wherein the Developer shall join as Confirming Party. Refusal to Register the Deed of Conveyance/s in favour of the intending purchaser/s shall authorize the Developer to sue the Owners for specific performance of this Agreement even if the Owners are not the party to the said agreement for sale made between the Developer and the prospective buyers of the Developer's Allocation. It is mentioned herein that such intending purchaser/s must be a person having reputation and not concerned with any criminal activities.
- 11) The Owners hereby undertake that any dispute and/ or obstruction rose due to any reason whatsoever during the Development work and sale of Flats and/ or regarding the title of the land premises, the Owners will take sole responsibility to clear the same.

ARTICLE - 6 : OWNERS' RIGHT

That Owners shall be entitled to transfer and otherwise deal with the Owners' allocation of the building to any person / persons and intending purchaser or purchasers in any manner with the assistance of the Developer, if felt to be necessary by the Owners.

ARTICLE - 7 : CONSIDERATION

Owners' Allocation shall be treated as the consideration price of the land and they shall get 50% more or less constructed area of the said proposed newly constructed building and common equal right of the top roof, all other common spaces and areas of the First Schedule property shall be treated as Owners' Allocation.

ARTICLE - 8 : DEVELOPER'S RIGHT

- 1) The Developer will hold and/or possess the said plot of land for construction being exclusive lawful attorney and/or agent of the Owners and shall have authority to construct the building on the said plot of land as per sanction of





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the building plan by the Kolkata Municipal Corporation.

- 2) If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at the Developer's own cost and expenses and the Developer will pay and bear all fees including Architect's fees and Municipal charges and expenses to be paid or deposited for such amendment and/or modification of the building plan. The Owners or their allocation will not be prejudiced for the said amendment or modification.
- 3) The Developer shall be entitled to enter into an Agreement with the intending purchaser or purchasers for selling his allotted portion mentioned above excluding the Owners' share and shall settle terms with the prospective buyers of the flats / units etc. and the Owners will not be responsible for the same. However the draft of such Agreement / Sale Deed shall have to be approved by Owners beforehand.
- 4) The Developer shall also be entitled to accept money by way of consideration price of the said flats / units, from the prospective buyers in respect of Developer's allocated portion to be due in their share in the said proposed building Flat / units as referred to as saleable area and can issue receipt in their names acknowledging such receipts in terms of this agreement without making the Owners liable or accountable for the same at any point of time. Any tax liability in this connection will be on Developer's account.
- 5) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said plot or any part thereof to the Developer or of creating any right, title or interest in respect thereof to the Developer to commercially exploit the said plot and to deal with the Developers' allocated area in the building in the manner herein stated.
- 6) **Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement / Final Document for transfer of Property as per provisions laid down in the said documents as a Developer without getting any Ownership of any part of the property 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 Owners and the**




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Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

ARTICLE - 9 : MISCELLANEOUS

- 1) It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified may be reasonably required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other document may be reasonably required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to execute a General Power of Attorney in favour of the Developer simultaneously with the execution of the instant Development Agreement authorizing them to do all such acts, deeds, matters and things related to the proposed construction and same shall be registered with the concerned registering authority.
- 2) Any notice required to be given by the Developer shall be deemed to have been served upon the Owners if delivered by hand and duly acknowledged or sent by registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer, if delivered by hand and duly acknowledge or sent by prepaid registered post with acknowledgement due to Developer.
- 3) The Developer and the Owners shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereon.
- 4) The Owners and the Developer or their respective nominees hereby agree to abide by all the rules and regulation of such Management / Society / Association and hereby give its consent to abide by the same.
- 5) That the Developer hereby undertake that it shall obtain sanction of the building plan by the Kolkata Municipal Corporation and/or all other authorities as may be required within a reasonable period from the date of execution of this Development Agreement or from the date of execution and registration of General Power of Attorney whichever is later.
- 6) The Owners /Developer and the prospective purchaser/s shall take the benefit of the Apartment Ownership Act, 1972.





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ARTICLE - 10 : OWNERS' INDEMNITY

The Owners hereby undertake that the Developer shall be entitled, to the said constructions and shall enjoy their allocation without any interference or disturbance provided the Developer perform observe and fulfill all the terms and conditions herein contained and/or on his part to be observed performed and/or fulfilled.

ARTICLE - 11 : DEVELOPER'S INDEMNITY

- 1) The Developer hereby undertakes to keep the Owners indemnified from and against all third party's claim and actions arising out of any part of the act or commission or omission of the Developer relating to the construction of the said proposed multi storied building.
- 2) The Developer hereby undertakes to indemnify and keep the Owners indemnified from and against all actions suits costs proceedings and claims and demands that may arise out of the Developer' allocation or with regard to the Development of the building and/or in the matter of construction of the Three storied building and/or for any defect therein.

ARTICLE - 12 : TITLE DEEDS

The Original Title Deeds and other papers of the lands, more fully and particularly described in the FIRST SCHEDULE hereunder written, shall always be in possession of the Owners and all prospective buyers of the Developer' Allocation shall be entitled to have inspection and make extract there from at their cost and expenses.

ARTICLE 13 - POWER OF ATTORNEY

1. In respect of the Allocation of the Developer, i.e., the Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of its allocated Share of 50% in respect of the multi-storied building on and over the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVELOPER; to enter into an agreement for sale on behalf of the Executants





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of this Power of Attorney being the Owners and execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same and shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed multi storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to execute the sale deed in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owners/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed multi storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount in respect of its allocated portion of the proposed multi storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer in respect of its allocation and remaining amount of the said consideration amount of the remaining flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favour of the buyer in respect of its allocated portion of the proposed multi storied building on and over the **First Schedule** mentioned property.

2. In pursuance of this Agreement since one Power of Attorney for Development and also for selling the Residential/commercial Flats and Parking Spaces on behalf of the Owners is required, hence for the said reason the OWNERS hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER may smoothly and uninterruptedly carry on and continue its works. Hence the Power of Attorney for Development Purpose, for Selling Purpose as well for other associated and ancillary




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Purpose is being executed on the following effects;


POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, THE OWNERS, [(1) SRI SUDIPTA ROY CHOWDHURY son of late Ramapati Roy Chowdhury, by faith- Hindu, by occupation- service, residing at 52/2B/2, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031 and (2) SRI SUBRATA ROY CHOWDHURY [PAN - AQUPC9540M][AADHAR NO. 3578 2985 0402], son of Ramapati Roy Chowdhury, by faith- Hindu, by occupation- Business, residing at 52/2B/2, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031 and (3) SRI DEBOJYOTI MUKHERJEE [PAN - ADPPM1356H][AADHAR NO. 6003 3854 3271], son of Late Debendra Nath Mukherjee, by faith- Hindu, by occupation- Teacher, residing at 52/2A, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031; SEND GREETINGS:-

WHEREAS the Executants of this Power of Attorney are the Owners of the immovable properties consisting of a plot of land and structure thereon and which is more particularly described in **First Schedule** hereunder written.

AND WHEREAS Executants of this Power of Attorney being the Owners intended and proposed to develop the said **First Schedule** mentioned property construction and erecting and constructing new residential multi-storied building with flats and car parking spaces therein and to utilize the land to aid and support the process of construction of the three storied residential building inclusive of Flats/ Residential Units and Spaces by constructing building and pathway and area of ingress and egress and other necessary facilities and amenities and intended to sell on Ownership basis to the intending purchaser/purchasers.

AND WHEREAS in connection to such proposal, Executants of this Power of Attorney being the Owners hereby execute this Development Agreement being this Indenture in favour of the Developer only for Development and Construction of the said project over the **First Schedule** mentioned land and in the said Agreement the Executants of this Power of Attorney being the Owners have already confirmed that for purpose of the said Agreement, one Registered Power of Attorney will be executed in favour of the Developer, i.e., the Holder of this Power of Attorney and for the same purpose


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Executants of this Power of Attorney being the Owners are hereby executing this Power of Attorney.

AND WHEREAS Executants of this Power of Attorney being the Owners are currently unable to attain and manage all matters regarding the construction and also regarding the other paper-works due to their engagements and also due other occupational problems and habitation issues.

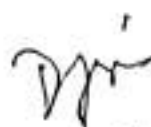
AND WHEREAS due to the busy schedule and other businesses Executants of this Power of Attorney being the Owners frequently reside out of the town which clearly disable Executants of this Power of Attorney being the Owners from appending his signature to various deeds, documents, consents and other instruments therefore Executants of this Power of Attorney being the Owners appoint **Developer herein** as the attorney or agent of the Executants of this Power of Attorney being the Owners with full power to construct proposed new building/apartments by developing the same in the **First Schedule** mentioned land and thereafter stated on the behalf of the Executants of this Power of Attorney being the Owners and in the names of the Executants of this Power of Attorney being the Owners and which the said attorney have agreed to do and the same hereby been executed in regard to the terms to which Executants of this Power of Attorney being the Owners agreed upon as per the Agreement for Development.

NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTANT / EXECUTOR OF THIS POWER OF ATTORNEY BEING THE OWNERS NAMELY - (1) SRI SUDIPTA ROY CHOWDHURY [PAN - AFPPR0401L][AADHAR NO. 726136313977], son of Late Ramapati Roy Chowdhury, by faith- Hindu, by occupation- Service, residing at 52/2B/2, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031 and (2) SRI SUBRATA ROY CHOWDHURY [PAN - AQUPC9540M][AADHAR NO. 3578 2985 0402], son of Late Ramapati Roy Chowdhury, by faith- Hindu, by occupation- Business, residing at 52/2B/2, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031 and (3) SRI DEBOJYOTI MUKHERJEE [PAN - ADPPM1356H][AADHAR NO. 6003 3854 3271], son of Late Debendra Nath Mukherjee, by faith- Hindu, by occupation- Teacher, residing at 52/2A, Sarat Ghosh Garden Road, P. O. - Dhakuria, P.S.- Kasba, Kolkata- 700031, do hereby unconditionally and unequivocally nominate, constitute and appoint **MUKHERJEE ASSOCIATE a Proprietorship Concern having its office at 1/1, Temple Lane, P.O-**



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Dhakuria, P.S. Kasba, Kolkata - 700031, represented by its proprietor namely **SRI PRADIP MUKHERJEE, (PAN-AHJPM795811) (Aadhaar No-612773647696)** son of Late Bidhu Bhusan Mukherjee, by faith - Hindu, by Occupation - Business, Indian citizen, residing at 1/1, Temple Lane, P.O- Dhakuria, P.S. Kasba, Kolkata - 700031,, to be our true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on my behalf;

1. To work, manage, control and supervise the management of all and administer the properties of the Executants of this Power of Attorney being the Owners as mentioned in below.
2. To sign all letters (including the written consent of the Executants of this Power of Attorney being the Owners to the developer or prospective buyers or agreements with such prospective buyers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executants of this Power of Attorney being the Owners, assurances or any other instruments requiring the signature of the Executants of this Power of Attorney being the Owners.
3. To appear before the Kolkata Municipal Corporation and to do all acts deeds and things in relation to the completion of mutation in the name of the Executants of this Power of Attorney being the Owners and to sign on giving acknowledgements receipt on behalf of the Executants of this Power of Attorney being the Owners.
4. For the more better and more effectual execution of the powers and authorities aforesaid, the attorney of the Executants of this Power of Attorney being the Owners shall be entitled to present and/or to acknowledge any of the various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants of this Power of Attorney being the Owners, assurances or any other instrument requiring the signature of the Executants of this Power of Attorney being the Owners before the Registrar, Notary, Oath Commissioner or other public authorities as if the same was duly executed by the Executants of this Power of Attorney being the Owners and to do and perform all or any other acts, deeds and things in connection therewith, as may be necessary or expedient if such registration or

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presentation shall be necessary as fully and effectually as could be done by the Executants of this Power of Attorney being the Owners personally.

5. To receive for safe custody various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants of this Power of Attorney being the Owners, assurances or any other instrument requiring the signature of the Executants of this Power of Attorney being the Owners and signed by them under these presents and hand over the same for safe custody.
6. To present the Executants of this Power of Attorney being the Owners if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on behalf of the Executants of this Power of Attorney being the Owners for the purpose of conducting the litigations, if any, as the said attorney of the Executants of this Power of Attorney being the Owners shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent as the case may be.
7. To sign verify and affirm by affidavit, if the occasion so arises, of all plaints written statements, petitions, Memorandum of Appeal, Stay Applications and all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defense of such litigation of the said immovable property specifically mentioned in the **First Schedule** hereinafter.
8. For the aforesaid purpose or any of them to do everything which is generally required to be done in connection with the signing or execution of any of the abovementioned documents usually to be done by the Executants of this Power of Attorney being the Owners and to sign generally on behalf of any in our name including the approval of the said document or documents. Purchaser of flats may required if necessary and for that purpose the said attorney of the Executants of this Power of Attorney being the Owners is hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Joint- Registrar or Deeds and Assurances or any other registering authority officer or officers as occasioned shall or may




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require.

9. AND thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executants of this Power of Attorney being the Owners shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executants of this Power of Attorney being the Owners further agree and undertake that all the signatures executed by them on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executants of this Power of Attorney being the Owners or any other instrument requiring our signature in connection with and all acts, deeds and things in connection therewith and lawfully done by the said attorney of the Executants of this Power of Attorney being the Owners shall be construed as being signed and/or executed by the Executants of this Power of Attorney being the Owners and/or done by themselves.
10. To execute and effect all repairs, alterations, constructions major or minor, that may be deemed necessary for the purpose of maintenance of the property mentioned above and to engage labours, contractors, job-men, technicians and engineers for such purpose and to enter into contracts for the same in the name of the Executants of this Power of Attorney being the Owners.
11. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.
13. To prepare building plan, design work and to put signature on behalf of the Executants of this Power of Attorney being the Owners as the lawful attorney of the Executants of this Power of Attorney being the Owners in the building plan drawings and other allied necessary papers and apply for





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the sanction of building plan and deposit all fees to the concerned authority in the name of the Executants of this Power of Attorney being the Owners and on behalf of the Executants of this Power of Attorney being the Owners in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in the modified plan all papers, documents, affidavits declaration & register boundary declaration, splayed corner, and strip of land relating thereto and receive the same from the said Kolkata Municipal Corporation or any other competent authority against acknowledgement receipt on behalf of the Executants of this Power of Attorney being the Owners as the lawful attorney of the Executants of this Power of Attorney being the Owners.


14. To appear for and on behalf of the Executants of this Power of Attorney being the Owners in office of the CESC, Kolkata Municipal Corporation or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.
15. To sign, execute and verify and file all plaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the Executants of this Power of Attorney being the Owners. And the Executants of this Power of Attorney being the Owners do hereby ratify, agree and undertake to ratify and conform all acts deeds the attorney of the Executants of this Power of Attorney being the Owners shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.
16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board




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or any other local authority.

17. To appoint an architect and to get the any alteration or modification of the sanctioned plan of the proposed Residential building duly sanctioned by the Kolkata Municipal Corporation and other authorities concerned in respect of the proposed building.
18. To make necessary applications and signed all papers, to appear before the Kolkata Municipal Corporation, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Kolkata Municipal Corporation and other authorities.
19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of Flats/ Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the sanctioned plans and according to specifications & other requirements of the Kolkata Municipal Corporation and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.
20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
22. To pay any deposit and pay moneys required to be deposited with the Kolkata Municipal Corporation and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
23. To pay all the taxes to the concern authority relating to the said property until the completion of the building.
24. To file or defend any suit on behalf of the Executants of this Power of


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Attorney being the Owners regarding the **First Schedule** mentioned property and sign, verify plaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executants of this Power of Attorney being the Owners.

25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
26. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
27. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
28. To accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
29. To apply for the inspection of and to inspect any Judicial records any records of any office or offices.
30. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executants of this Power of Attorney being the Owners are or may be party or any way interested.
31. To negotiate for sale of the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount on behalf of the OWNERS in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
32. To execute, sign and enter into an agreement for sale on behalf of the Executants of this Power of Attorney being the Owners in respect of the




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Developer's Allocation and execute the agreement for sale by receiving the advance amount in respect of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Developer's Allocation and to receive the consideration amount on behalf of the owners in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.

33. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Developer's Allocation and to receive consideration from them in respect of the Developer's Allocation and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owners/executants in respect of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNERS in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
34. To receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount on behalf of the OWNERS in respect of DEVELOPER's allocation and to keep, retain and enjoy and deposit the said amount in the Bank Accounts of the DEVELOPER in respect of Developer's allocation and the said amount of the said consideration amount of the flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the **DEVELOPER** Firm incurred and made as per the terms and conditions of this Agreement.
35. To Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective purchasers in respect of the DEVELOPER'S ALLOCATION in any Registering Office by representing the OWNERS and by signing on their behalves and by admitting any document and deed on their behalves and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers





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and admit execution thereof on behalf of the Owners/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNERS in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.

36. To deliver the possession in favour of the buyer on behalf of the Executants of this Power of Attorney being the Owners.
37. Generally to Act as the Attorney or Agent of the Executants of this Power of Attorney being the Owners in relation to the matter aforesaid and all other matters in which the Executants of this Power of Attorney being the Owners may be interested or concerned and on behalf of the Executants of this Power of Attorney being the Owners to execute and to do all deeds, acts, or things as fully and effectual in all respect as the Executants of this Power of Attorney being the Owners and/or themselves to do if personally present.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The Total Land)

[A] ALL THAT piece and parcel of land measuring more or less 2 Cottahs and 27 Sq. Ft along with the existing pucca structure **on the Ground floor measuring 700 sq.ft more or less** thereon lying and situated at and being KMC Pre. No. 52/2A, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, Assessee No. 210911605235 together with all user and easement rights and all rights on paths and passages and all other common rights and facilities, appendages and appurtenances attached therein and thereto, which is more specifically delineated in the sketch map or plan depicted in RED border lines attached hereto, being the part of these presents and The said property is butted and bounded in the manner as follows:-

ON THE NORTH: By Pre. No. 52/2, Sarat Ghosh Garden Rd.




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ON THE SOUTH: By Pre. No. 52/2B/2, Sarat Ghosh Garden Rd.

ON THE EAST: By K.M.C Covered drain.

ON THE WEST: By 12'-0" wide Sarat Ghosh Garden Road.

And

[B] ALL THAT piece and parcel of land measuring more or less 2 Cottah 7 Chittacks 32.5 Sq. Ft along with the existing pucca structure **on the Ground floor measuring 750 sq.ft more or less and on the first floor measuring 350 sq.ft more or less** and thereon lying and situated at and being KMC Pre. No. 52/2B/2, Sarat Ghosh Garden Road, Kolkata - 700 031 within the District 24 Parganas (South), Mouza - Dhakuria, Police Station - Kasba, District Registration Office - Alipore, J. L. No. 18 appertaining to R. S. Dag No. 600 to 603 and 633 to 638 recorded in R. S. Khatian No. 196/1 within the municipal limits of Ward No. 91 of the Kolkata Municipal Corporation, Assessee No. 210911605235, together with all user and easement rights and all rights on paths and passages and all other common rights and facilities, appendages and appurtenances attached therein and thereto, which is more specifically delineated in the sketch map or plan depicted in RED border lines attached hereto, being the part of these presents and The said property is butted and bounded in the manner as follows:-

ON THE NORTH: By Pre. No. 52/2A, Sarat Ghosh Garden Road.

ON THE SOUTH: By Pre. No. 52/2B/2/1, Sarat Ghosh Garden Road.

ON THE EAST: By Corporation Drain.

ON THE WEST: By 12'-0" wide Sarat Ghosh Garden Road.

SECOND SCHEDULE ABOVE REFERRED TO

(The Allocation of the Owners & the Developer in the Proposed Building)




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ALL THAT proposed Multi storied building to be constructed on the **FIRST SCHEDULE** property together with all common areas benefits attached thereto to be shared as follows:

OWNERS' ALLOCATION:

Owners will receive (i) one flat on the Third floor Front side flat measuring 750 sq.ft covered area more or less with one car parking space on the ground floor (ii) one flat on the First floor (Rear Side) measuring 603 sq.ft covered area more or less (iii) another one flat on the first floor front side measuring 1218 sq.ft covered area more or less together with one car parking space on the ground floor along with one small godown in the back side of the proposed Multi storied building in addition Developer shall pay non-refundable amount of Rs.5,00,000/- (Rupees Five Lakhs) only to the Owners at the time of possession of Owners' allocation share together with undivided proportionate share of land with common area and facilities thereon.

DEVELOPERS' ALLOCATION:

The Developer will get (i) one flat on the entire Second floor flat measuring 1821 sq.ft sq.ft covered area more or less (ii) another one flat on the Third floor back side measuring 1071 sq.ft covered area more or less together rest of the car parking space on the ground floor except car parking of Owners of the proposed Multi storied building together with undivided proportionate share of land with common area and facilities thereon.

THIRD SCHEDULE ABOVE REFERRED TO

THE OWNERS AND THE PURCHASER OR PURCHASERS ARE ENTITLED AS COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THE INDENTURE SHALL INCLUDE:-

- 1) Stair case on all the floors.
- 2) Stair case landing on all floors.
- 3) Main gate of the said premises and common passage and lobby on the Ground floor to Top floor excepting the other spaces on the Ground floor and the roof of the premises.




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- 4) Water pump, Pump room, on the Ground floor, Water Tank, Water Pipes, Overhead Tank on the roof, and other common plumbing installations.
 - 5) Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
 - 6) Lighting in the common space, passage, staircase, including electric meter fittings.
 - 7) Common Electric meter and box.
 - 8) Electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
 - 9) Window, Doors, Grills and other fittings of the common area of the premises including side space of the premises.
 - 10) Such other common parts areas equipments installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
 - 11) Electrical wiring, meters (excluding those are installed for any particular Unit).
 - 12) **GENERAL COMMON ELEMENTS** of all appurtenances and facilities and other items which are not part of the said 'UNIT'.
- a) All land and premises described in the SECOND SCHEDULE hereinabove written.
 - b) All private ways, curves, side-walls areas of the said premises.
 - c) Exterior conduits, utility lines.
 - d) Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.
 - e) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
 - f) All elevations including shafts, shaft walls, pump room and apartments, facilities.
 - g) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
 - h) The foundation, Corridor, Lobbies, Stairways, Entrance and exists path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said UNIT side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircases in the said building.





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- i) Conduits, utility lines, telephone and electrical systems contained within the said building.
- j) The roof or terrace including structure in the said building will jointly be undivided property among the Owners - the Purchaser herein, or other Purchasers of different units, subject to limitation, if any, to their such rights of the said building, the Purchaser or Purchasers being entitled to use and enjoy the said roof and/or terrace with the Owners, other Purchaser, or Purchasers without causing inconvenience to one another.

FOURTH SCHEDULE ABOVE REFERRED TO

THE OWNERS, PURCHASERS SHALL HAVE TO BEAR:-

- 1) The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories common area and facilities including subsequent white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landing, the gutters, roof, rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser or other occupiers of the building.
- 2) The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- 3) Cost and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
- 4) The cost of decorating the exterior of the building.
- 5) The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
- 6) Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
- 7) Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flat until and unless the said flats/ units handed over to the Owners/prospective purchasers the Developer shall bear


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all kinds of rates and taxes.

- 8) Litigation expenses as may be necessary for protecting the right, title and possession to the land and the building.
- 9) Such other expenses as are necessary or incidental for the maintenance, Govt. duties, GST and up-keep of the building as may be determined by the flat and/or Unit Owners' Association.

FIFTH SCHEDULE ABOVE REFERRED TO

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE SAID UNIT INTER-ALIA SHALL INCLUDE THE IMPOSITIONS AND RESTRICTIONS AS UNDER:

- 1) Not to carry on or permit to be carried on upon the said 'UNIT' any offensive or unlawful activities illegal or forbidden under any law for the time being in force. And not to commit any act of nuisance.
- 2) Not to demolish or cause to be demolished or damaged the said 'UNIT' or any part thereof.
- 3) Not to do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit and/or Car Parking space, if any, or any part thereof or cause any increase in premium payable in respect thereof.
- 4) Not to claim division or partition of the said land and/or the building thereon, and common areas within the same.
- 5) Not to decorate the exterior of the said unit which may affect other's FLAT and other spaces within the said building, or the structure thereof, in any manner whatsoever.
- 6) Not to throw or accumulate any dirt, rubbish, water or other refuse or permit the same to be thrown or accumulated in the said 'UNIT' or any portion of the building housing the same.
- 7) Not to paint outer walls or portion of her/his/their units, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their unit only in any colour of their choice.
- 8) The Purchasers of the unit together with other purchasers or Owners of other units shall must have abide by obligations for guidance of members, or



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maintenance, safety and security of the building or otherwise as shall be necessary in the interest thereof.

- 9) Not to encroach any common portion of the building as aforesaid, nor to obstruct, jeopardize the user thereof, and nor to encumber any of such portion in any manner whatsoever.

SIXTH SCHEDULE ABOVE REFERRED TO
(Specification of Work)

Construction to be made and fittings and fixtures to be installed and provided in the building shall be of standard quality and according to the plans and advice of the Architect / Engineer and includes the following:

FOUNDATION & STRUCTURE:

Foundation for Multi storied building (as per sanction by K.M.C.) with R.C.C. framed structure with M - 20 Grade of concrete, Steel shall be of Shyam Steel or SRMB or similar quality, and Cement is of Ultratech, Ambuja or similar quality. Plinth height will be as per sanctioned design of the Architect and Structural Engineer. Earth back filling will be done with watering and compaction. Tie Beam, Column, Stair Case/ Waist Slab will be cast as per sanctioned design drawing;

BRICK WORKS:

First class brick work (1 : 5) for the external walls with 200/ 250 mm thick and main partition walls will be 125 mm thick (1 : 4) and others will be of 75 mm thick (1 : 4) with GI Net in every alternative third layers, parapet wall will be of 125 mm thick (1 : 5) with minimum 7 days water curing. All brick works, plastering will be given minimum 7 days water curing.

FINISHES

All internal surfaces to be plastered with cement-sand mortar and will be finished by Paris. All external walls to be plastered with cement- sand mortar with painting inside and painting outside.

FLOORING:

Flooring inside the flats shall be of Vitrified Floor Tiles of 600mm x 600mm size, flooring in the stair cases and lobby shall be marble with acid polish.

DOORS FRAMES:

All the door frames shall be of good quality of Salwood.




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PLASTERING:

External walls will be finished with plaster (1 : 5) & 2 coat Colour Wash and inside walls & ceiling will be of Plaster of Paris over plaster (1 : 6). Paris over plaster at the Stair Room after plaster will be provided.

WINDOWS:

All windows will be Aluminium sliding window with transparent 3 mm glass.

DOORS SHUTTERS:

All Door shutters shall be of commercial flush door of 30 mm thickness,. For each toilet P.V.C. door shutter with P.V.C. frame will be installed.

M. S. GRILLS :

Window : Made of Square bar as per approved design;

Balcony : Brick work and railing as per approved design;

Stair Railing : As per approved design;

M. S. Gate : Made of suitable M.S. hollow bars as per approved design.

Total Aluminium Windows and Grill will be three (2) coats of Black Enamel paints after single coat primer of Red Oxide.

FLOORING : Floor Tiles Finish - Skirting will be 4" inch. Height.

KITCHEN : 2'-6" Ft. Height White Wall Tiles, Kitchen Table slab - Black Stone One Steel sink with water tap will be fitted inside.

TOILET(S) : Number of toilet will be made as per sanctioned plan. One Commode with PVC cistern and one shower, three bib-cocks will be provided.

5' Ft. Height White Wall Tiles will be made. O.T. Pan and Commode of better quality.

ELECTRICITY :

Conduit Laying for concealed copper wiring (Havels Wire or alike) will be made before roof casting. MCB in each room with Switch Board (Switch of Havels or better) will be provided containing points as follows -

- a> Bed room : 2 Light Points + 1 Fan Point + 1 T.V. Point + 1 No. 5 Amp. Plug Point;
- b> Drawing cum Dining Room : 3 Light Points + 1 Fan Point + 1 No. 15 Amp. Plug Point;
- c> Kitchen : 2 Light Points + 1 Exhaust Point + 1 No. 15 Amp. Plug Point;
- d> Toilet : 1 Light Point, 1 Exhaust Point & One 15 Amp. Plug Point;




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- e> Balcony : 1 Light Point;
- f> Main Gate : 2 Light Points;
- g> Stair Case : 1 Light Point at each Floor Landing;
- h> Roof : 1 Light Point only.

PLUMBING & WATER SUPPLY:

Concealed plumbing lines of SFMC (PPT) or alike pipe will be provided.

Waste Pipe of Oriplast / Supreme, Underground outlet of S.W. Pipe will be provided.

Three Basins - One for Kitchen & Other for Big W.C.

Angular Stop Cock, Bib Cock, Pillar Cock, Concealed Stop Cock of better quality.

Septic tank, underground water reservoir, overhead water tank will be installed for Water Supply;

Elevation design as per sanctioned Plan will be done/ installed.

Water Lines will be provided at W.C. &/or at Bath Room and at Kitchen from O.H. Tank.

Any work beyond the scope of the work mentioned hereinabove will be **charged extra for extra work or for difference of money for that said changed work**. But any substitution work done for the Owners as per mutual discussion, will not be charged extra.



Gulrati Raj choudhary

IN WITNESSES WHEREOF the parties have hereunto set and subscribed their respective hand and seals on the day, month and year written above.

SIGNED, SEALED AND DELIVERED

By the Parties hereto i.e. the Owners
and the Developer as the agreeable person
of this Agreement, in presence of :

WITNESSES:

1) Rangan Pal
6, Old Post Office
Street Kul-1

2) Ratan Pal
Advocate

Sabrata Roy Chowdhury
Swarna Roy Chowdhury
Debasigoti Mukherjee
Signatures of the Owners

For MUKHERJEE ASSOCIATES
Ratan Pal
Signature of the Developer
Proprietor








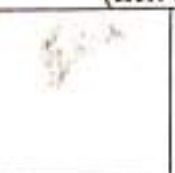
















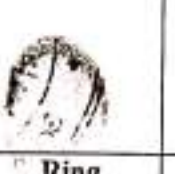

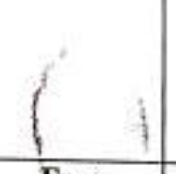


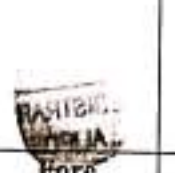



**Drafted, Prepared
& Explained by me,**

Ratan Pal












Ratan Pal, Advocate
High Court, Calcutta
Enrol No. WB/675/1992.

✓

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Pradyumn Chandra</i>					
Little		Ring	Middle	Fore	Thumb	
(Left Hand)						
						
Thumb		Fore	Middle	Ring	Little	
(Right Hand)						
	<i>Debajyoti Mukherjee</i>					
Little		Ring	Middle	Fore	Thumb	
(Left Hand)						
						
Thumb		Fore	Middle	Ring	Little	
(Right Hand)						
	<i>Susipal Roy Choudhary</i>					
Little		Ring	Middle	Fore	Thumb	
(Left Hand)						
						
Thumb		Fore	Middle	Ring	Little	
(Right Hand)						

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Subrata Py Choudhary</i>					
Little		Ring	Middle	Fore	Thumb	
(Left Hand)						
						
Thumb		Fore	Middle	Ring	Little	
(Right Hand)						
PHOTO						
	Little	Ring	Middle	Fore	Thumb	
	(Left Hand)					
	Thumb	Fore	Middle	Ring	Little	
	(Right Hand)					
PHOTO						
	Little	Ring	Middle	Fore	Thumb	
	(Left Hand)					
	Thumb	Fore	Middle	Ring	Little	
	(Right Hand)					

Certificate of Registration under section 60 and Rule 69,
Registered in Book - I
Volume number 1603-2022, Page from 134175 to 134237
being No 160303862 for the year 2022.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2022.03.15 15:50:14 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/03/15 03:50:14 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)