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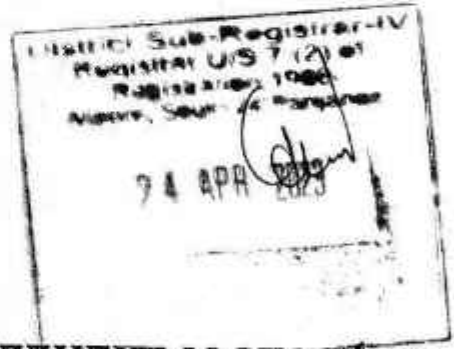
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पश्चिम बंगाल WEST BENGAL

AP-219849

24/04/2023
 Q-2001013431/2023



**DEVELOPMENT AGREEMENT ALONG WITH
 DEVELOPER POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER
 POWER OF ATTORNEY is made this the 24th day of April Two Thousand
 and Twenty-three (2023)

BETWEEN

[Signature]
 Associate

MRS. SHILA PANDEY, (PAN – AEWPP9133M), (Aadhaar No.3246 2024 0511), wife of Mr. Rameshwar Pandey, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at Baradhemu Ward No. 8, Asansol, P.O. Sitarampur, P.S. Asansol South, Burdwan - 713359, West Bengal, hereinafter called and referred to as the **OWNER/VENDOR/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include her legal heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**

AND

“GHARBARI”, (PAN – AFPPR0028F), a Proprietorship Firm, having its registered office at ‘SHAGUN’, 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas, represented by its sole Proprietor namely **SRI SANJEET KUMAR ROY, (PAN – AFPPR0028F), (Aadhaar No. 6944 8719 1024),** son of Sri Rabindra Prasad Roy, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at ‘SHAGUN’, 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700099, District – South 24-Parganas, hereinafter called the **DEVELOPER** (which expression unless repugnant to the context shall mean and include its heir/ heirs, executor/ executors, administrator/ administrators, assign/ assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **SECOND PART.**

WHEREAS one Sri Mrinal Sen, son of Late Nakshatra Kumar Sen of 93/11L, Baithakkhana Road, Kolkata – 700 009 was the absolute owner of two plots land being Scheme Plot Nos. 15 & 16, lying and situate at Mouza – Nayabad, J.L. No. 25, comprising in R.S Dag Nos. 195, under R.S. Khatian No. 117, by way of a registered Deed of Sale dated 11.01.1985, registered at Sub-Registry Office at Mokam Alipore and recorded into Book No. 1, Deed No. 480 for the year 1985 from the then Owners namely Sm. Kamala Bala Mondal, wife of Late Bholanath Mondal and her son Sri Gora Chand Mondal, both of 81/3, Tollygunge Road, P.S. Tollygunge, Kolkata – 700 033.

AND WHEREAS while seized and possessed of the aforesaid property said Mrinal Sen due to his urgent necessity and being need of money sold, conveyed, transferred, assigned and granted Scheme Plot No. 15, measuring gross land area of 3

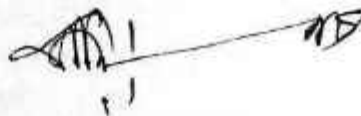


(Three) Cottahs 7 (Seven) Chittacks more or less, in favour of one Sri Ashutosh Saha, son of Sri Upendra Chandra Saha and Smt. Sova Saha, wife of Sri Ashutosh Saha, both of C-4, Purba Diganta, Santoshpur, P.S. Purba Jadavpur, Kolkata - 700 075, by virtue of a registered Deed of Conveyance dated 19.04.1986, registered in the office of District Sub-Registrar, Alipore and recorded in Book No.I, Volume No.115, at Pages 441 to 451, Being No. 6568 for the year 1986 for a valuable consideration as mentioned therein.

AND WHEREAS after purchase said Sri Ashutosh Saha and Smt. Sova Saha jointly mutated their names in respect of their said purchased property being known and numbered as K.M.C. Premises No. 555, Nayabad, vide Assessee No.31-109-08-0555-5, Kolkata - 700 099, under presently Police Station - Panchasayar (formerly P.S. Purba Jadavpur), Kolkata - 700 099 and by paying necessary K.M.C. taxes they had been enjoying the said property without any interruptions and hindrances from anybody else.

AND WHEREAS while seized and possessed of the aforesaid property said Sri Ashutosh Saha and Smt. Sova Saha, due to their urgent need of cash money offered to sell the said land and upon knowing the same the previous Owners namely (1) Smt. Jharna Mondal, wife of Sri Jiten Mondal of 2/86, Mukundapur, P.S. Purba Jadavpur, Kolkata - 700099 and (2) Sri Sudhendu Sarkar, son of Late Surendra Nath Sarkar of 43/8G, Jheel Road, New Land, Kolkata - 700031 purchased the said plot of land measuring gross land area of 3 (Three) Cottahs 7 (Seven) Chittacks Sq.ft. more or less as mentioned above, known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata - 700 099, by virtue of a registered Deed of Conveyance dated 27.03.2002, registered in the office of the District Sub-Registrar - III, Alipore, South 24 Parganas and entered into Book No. I, Volume No.105, at Pages 1 to 8, Being No. 4444 for the year 2002 for a valuable consideration as mentioned therein.

AND WHEREAS while seized and possessed of or otherwise well and sufficiently entitled to the said property due to their urgent need of money said Smt. Jharna Mondal and Sri Sudhendu Sarkar sold, conveyed, transferred, assigned and granted their purchased plot of land measuring net land area of 3 (Three) Cottahs 2 (Two) Chittacks 22 (Twenty two) Sq.ft. more or less as the land area measuring 4 (Four) Chittacks 23 (Twenty three) Sq.ft. has been added to the adjacent common passage, situated in Mouza - Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana - Khaspur, being



Scheme Plot No. 15, comprising in C.S Dag No.102, under C.S. Khatian Nos. 5 & 6, corresponding to R.S Dag Nos. 195 & 196, under R.S. Khatian No. 117, within the present Police Station – Panchasayar (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata – 700 099, in the District South 24-Parganas in favour of the previous Owner namely Sri Narayan Chandra Das, son of Late Nabadwip Chandra Das, residing at J/56, Baghajatin Pally, P.O. Jadavpur University, P.S. Jadavpur, Kolkata – 700 032, District – South 24-Parganas by virtue of a registered Deed of Sale dated 27.06.2003, registered in the office of the District Sub-Registrar - III, Alipore, South 24 Parganas and entered into Book No. I, Volume No.17, at Pages 3115 to 3132, Being No. 05428 for the year 2003.

AND WHEREAS after purchase said Narayan Chandra Das erected a temporary tile shed measuring an area of 100 (One hundred) Sq.ft. standing thereon and mutated his name in respect of his aforesaid purchased property known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, under presently Police Station – Panchasayar (formerly P.S. Purba Jadavpur), Kolkata – 700 099.

AND WHEREAS said Narayan Chandra Das also mutated his name in the record the Ld. B.L. & L.R.O. Kasba vide Reference No.4011/2003 and Memo No. - 18/2257/Mut/A.T.M./04 dated 30.07.2004 and obtained mutation Certificate in respect gross land measuring an area of 3 (Three) Cottahs 7 (Seven) Chittacks, comprising in R.S. Dag No.195, under R.S. Khatian No. 117.

AND WHEREAS while seized and possessed of due to urgent necessities of money said Sri Narayan Chandra Das declared to sell his aforesaid land and property and the present **OWNER** herein as the Purchaser namely **SMT. SHILA PANDEY** purchased the said property measuring net land area of 3 (Three) Cottahs 2 (Two) Chittacks 22 (Twenty two) Sq.ft. more or less together with tile shed measuring an area of 100 (One hundred) Sq.ft. standing thereon situate and lying at Mouza – Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana – Khaspur, being Scheme Plot No. 15, Additional District Sub-Registration Office Sealdah, District Registration Office at Alipore, comprising in C.S Dag No.102, under C.S. Khatian Nos. 5 & 6, corresponding to R.S Dag Nos. 195, under R.S. Khatian No. 117, within presently Police Station –



Panchasayar (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation **Ward No.109**, known as **K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata – 700 099**, in the District South 24-Parganas, together with all easement rights upon the land and adjacent passage of the land as described in the **SCHEDULE - A** below by virtue of a registered Deed of Conveyance dated 05.07.2016, registered in the Office of District Sub-Registrar - V, Alipore, South 24-Parganas and entered into Book No.1, Volume No.1630-2016, Pages from 61544 to 61564, Being No. 163002114 for the year 2016.

AND WHEREAS after purchase the present **OWNER** has filed an application before the Ld. B.L. & L.R.O. Office ATM Kasba for necessary Mutation and the concerned B.L. & L.R.O. department mutated the above mentioned land vide Reference M/C No. 1512/2016, Memo No. 18/Mut/830/BLLRO/ATM/Kasba/16 dated 10.02.2017 in the name of **OWNER**.

AND WHEREAS thereafter the present **OWNER** converted the land from 'Shali' to 'Bastu' in nature from the Office of the Block Land & Land Reforms Officer, Kolkata, South 24-Parganas, vide Conversion Case No. CN/2022/1630/1187, Memo No. 17/1293/BLLRO/ Kol/22 dated 26.04.2022 against her ownership plot of land.

AND WHEREAS thereafter the present **OWNER** herein also mutated and recorded her name in respect of her aforesaid purchased land and property in the record of The Kolkata Municipal Corporation, **Ward No.109**, known as **K.M.C. Premises No. 555, Nayabad**, having **Assessee No.31-109-08-0555-5**, under P.S. Panchasayar, Kolkata – 700 099 in the District of South 24-Parganas and has been enjoying the said property without any interruption and hindrances by anybody else and also paying the regular taxes thereof to the K.M.C. authority in respect of the said property.

AND WHEREAS thus the present **OWNER** herein becomes the absolute recorded owner of the said plot of bastu land measuring net land area of **3 (Three) Cottahs 2 (Two) Chittacks 22 (Twenty two) Sq.ft. more or less** together with **tile shed** measuring an area of **100 (One hundred) Sq.ft.** standing thereon situate and lying at Mouza – Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana – Khaspur, being Scheme Plot No. 15, Additional District Sub-Registration Office Sealdah, District Registration Office at Alipore, comprising in C.S Dag No.102, under C.S. Khatian Nos. 5 & 6,

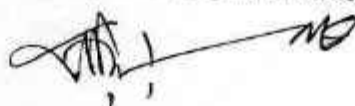


corresponding to R.S. & L.R. Dag No. 195, under R.S. Khatian No. 117, L.R. Khatian No. 1916, within presently Police Station – Panchasayar (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata – 700 099, in the District South 24-Parganas and the entire property as described in the SCHEDULE – A and the present OWNER is in possession and has been enjoying her absolute ownership and possession of the said land as free from all encumbrances.

AND WHEREAS the present OWNER now decided to develop the SCHEDULE -'A' mentioned property by constructing a multi-storied building with Lift facility, comprising of a number of residential flats on the different floors and Car Parking Spaces, but due to paucity of fund, lack of technical knowledge, experience in the field of construction, has now decided to do the same by appointing a DEVELOPER, who is financially and technically sound to construct a multi-storied building with Lift facility upon the aforesaid property as per the sanctioned building plan to be sanctioned from The Kolkata Municipal Corporation.

AND WHEREAS the DEVELOPER herein, coming to know the facts of such desire of the OWNER herein, has made a proposal in relation to the aforesaid development of the said property before the OWNER. The OWNER after necessary investigation and thorough understanding with the DEVELOPER herein, has agreed to develop the said premises by the DEVELOPER. Both the Parties hereto have mutually analysed, discussed, agreed and now the DEVELOPER and OWNER/VENDOR desire to enter into this registered Development Agreement for the construction of a new multi-storied building with Lift facility upon the aforesaid property as per the sanction building plan under certain terms and conditions which has been decided by and between the Parties herein, without involving the OWNER in the matter of the hazards of construction. Refer Annexure – X for Specification of Building Construction.

AND WHEREAS the DEVELOPER i.e. the party of the SECOND PART herein has agreed to make the construction of the proposed multi-storied building with lift facility in flat systems for residential and other purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc.



after giving the Owner, the Owner's Allocation. The OWNER shall get entire complete First Floor consisting of two Nos. of residential 2BHK flats being Flat No. A-1, on South-West-North side and Flat No. B-1, on South-East-North side and also one 2BHK residential flat being Flat No. A-3 to be situated on the Third Floor, South-West-North side of the proposed building together with the OWNER shall also get one Car Parking Space being No. 01 on the Ground Floor and shall also get one Shop being No. 01 to be situated on the Ground Floor, North-East side of the proposed building. The OWNER shall also enjoy the undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE - A and C below. This is called the OWNER'S ALLOCATION as described in the SCHEDULE - B below.

AND WHEREAS the DEVELOPER herein shall get the rest construction of Flats, Shop/s and Car Parking Space/s in the proposed building (excluding the Owner's Allocation). The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The DEVELOPER shall erect the proposed multi-storied building with lift facility at its own cost and its supervision and labour to be erected as per annexed specification as well as the building plan to be sanctioned from K.M.C. and to meet up such expenses the DEVELOPER shall collect the entire consideration amount from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as the cost of land in connection with the said flats etc.

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

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the terms:
 - (a) **OWNER** : shall mean **MRS. SHILA PANDEY**, wife of Mr. Rameshwar Pandey, residing at Baradhemu Ward No. 8, Asansol, P.O. Sitarampur, P.S. Asansol South, Burdwan - 713359, West Bengal, the Party of the **FIRST PART** herein and her legal heir/heirs, executor/ executors, administrator/ administrators, and legal representative/ representatives.



- (b) **DEVELOPER** : shall mean "**GHARBARI**", a Proprietorship Firm, having its registered office at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office - Mukundapur, Police Station - Garfa, Kolkata - 700099, District - South 24-Parganas, represented by its sole Proprietor namely **SRI SANJEET KUMAR ROY**, son of Sri Rabindra Prasad Roy, residing at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office - Mukundapur, Police Station - Garfa, Kolkata - 700099, District - South 24-Parganas, the Party of the **SECOND PART** herein for the time being and its respective successors or successors in interest, representatives, administrators and assigns.
- (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
- (d) **PROPERTY** : shall mean the Property measuring net land area of 3 (Three) Cottahs 2 (Two) Chittacks 22 (Twenty two) Sq.ft. more or less together with tile shed measuring an area of 100 (One hundred) Sq.ft. standing thereon situate and lying at Mouza - Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana - Khaspur, being Scheme Plot No. 15, Additional District Sub-Registration Office Sealdah, District Registration Office at Alipore, comprising in C.S Dag No.102, under C.S. Khatian Nos. 5 & 6, corresponding to R.S. & L.R. Dag No. 195, under R.S. Khatian No. 117, L.R. Khatian No. 1916, within presently Police Station - Panchasayar (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata - 700 099, in the District South 24-Parganas, as mentioned and described in the **SCHEDULE - 'A'** hereunder written.
- (e) **BUILDING** : shall mean the proposed multi-storied building with Lift facility to be constructed on the said property as per building plan to be sanctioned by the K.M.C. at the cost of the **DEVELOPER**.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, landings, stair ways, ultimate roof of the building, passage-ways, driveways, common toilet in the Ground Floor of the proposed multi-storied building with Lift facility and care taker's room on Ground Floor of the proposed building, Lift and lift room of the building, meter space, water and water lines and plumbing lines, underground

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water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.

- (g) **OWNER'S ALLOCATION** : The entire **OWNER'S ALLOCATION** is described in the **SCHEDULE - B** below. The **OWNER** shall also enjoy undivided proportionate share of land and also right to use the common rights and facilities of the building as mentioned in the **SCHEDULE - A and C** below. This is called the **OWNER'S ALLOCATION** as described in the **SCHEDULE - B** below.
- (h) **DEVELOPER'S ALLOCATION** : The entire **DEVELOPER'S ALLOCATION** is described in the **SCHEDULE - D** below. The **DEVELOPER** shall also enjoy the common rights and undivided proportionate share of land of the Premises.
- (i) **THE ARCHITECT**: shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.
- (j) **BUILDING PLAN**: would mean such plan to be prepared by the Planner/Architect of the **DEVELOPER** for the construction of the proposed multi-storied building with lift facility to be sanctioned by The Kolkata Municipal Corporation Borough Office XII at the cost of the **DEVELOPER**.
- (k) **TRANSFER**: with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree**: shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.

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2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
3. **THE OWNER DECLARES** as follows:
 - (a) That she is the absolute recorded Owner and seized and possessed of and/or well and sufficiently entitled to the property as described in the **SCHEDULE - A** below.
 - (b) That the entire property is free from all encumbrances and the **OWNER** has a good marketable title in respect of the said property as described in the **SCHEDULE - A** below.
 - (c) That the said property is free from all encumbrances, charges, liens lispens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever and there is no other co-sharer in this property except the **OWNER** herein.
4. **THE OWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
 - (a) That the **OWNER** has hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said Premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** and the **OWNER** shall give full co-operation to the **DEVELOPER** for the same as and when required.
 - (b) (i) **OWNER'S ALLOCATION** : the **DEVELOPER** shall give the **OWNER** as the **OWNER'S ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written after completion of the project.

(ii) **DEVELOPER'S ALLOCATION** : the **DEVELOPER** shall enjoy the rest construction of the building as described in the **SCHEDULE-D** below.
 - (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval and sanction of the building plan and the alternation/ modification/verification of the



sanctioned building plan from the appropriate authorities shall be prepared signed and submitted by the **DEVELOPER** in the name of the **OWNER** and also at the cost of **DEVELOPER** and if any addition/alteration/modification of making further plans for proposed construction are required the **OWNER** shall give such written permission to the **DEVELOPER** without any interruption.

- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such addition/alteration/modification plan or further plans to be approved by the appropriate authorities and the **DEVELOPER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNER** in her name and on her behalf in connection with any or all of the matters aforesaid and the **OWNER**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.
- (e) That the **DEVELOPER** Firm shall erect the building in the said premises as per building plan to be sanctioned by K.M.C. at the cost of the **DEVELOPER** and for the same the **OWNER** shall put her signature as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the Developer's portion together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a multi-storied building with lift facility consisting of flats and Car Parking Spaces, commercial portions thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.
- (g) The **DEVELOPER** shall construct the new proposed multi-storied building with Lift facility and carry out all the acts through its men or agents in such manner



which the **DEVELOPER** shall think fit and proper for such construction of the said proposed building according to the K.M.C. building plan and shall also file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.

- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of its allocation i.e. **DEVELOPER'S ALLOCATION** in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the name of the **OWNER** and represent her before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNER** shall not raise any objections for it; on the contrary the **OWNER** shall give full co-operations to the **DEVELOPER** for facilitating the proposed project.
- (j) That the **DEVELOPER** shall at its own costs construct the proposed building at the said premises in accordance with the K.M.C. building plan and also as per annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and the **DEVELOPER** further declares that it shall complete the said building within 30 (Thirty) months from the date of sanction of the building plan and also from the date of taking over peaceful vacant possession therein by the **DEVELOPER** whichever is later and 6 (Six) months grace period.
- (k) That the **DEVELOPER** shall install pump operated water connection through water lines in each floors/flats, for K.M.C. water, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities including lift in the said building at its own cost as required to be provided in the new building to be constructed by the **DEVELOPER** on Ownership basis and as mutually agreed upon.



5. **THE OWNER HEREBY AGREES AND CONVENANTS WITH THE DEVELOPER** as follows:-

- (i) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.
- (ii) The **OWNER** positively give vacant possession of the property as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making construction work of the proposed building as per sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** within 30 (Thirty) months from the date of sanction of the building plan and also from the date of taking over peaceful vacant possession therein by the **DEVELOPER** whichever is later and 6 (Six) months grace period.
- (iii) The **DEVELOPER** shall sell the flats, Car Parking Spaces, portions etc. of the proposed building, from the **DEVELOPER'S ALLOCATION** (strictly excluding the Owner's Allocation as described in the **SCHEDULE - B** below) as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said property and the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** as per the terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.
- (iv) The **OWNER** hereby empowers and authorizes the **DEVELOPER** to do this project in connection with the said property as described in the **SCHEDULE - A** hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make



agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNER** shall execute and register a Development Power of Attorney in favour of the **DEVELOPER**.

6. **THE OWNER HEREIN EXECUTES THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:**

The **OWNER** namely, **MRS. SHILA PANDEY**, (PAN - AEWPP9133M), (Aadhaar No. 3246 2024 0511), wife of Mr. Rameshwar Pandey, by faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at Baradhemo Ward No. 8, Asansol, P.O. Sitarampur, P.S. Asansol South, Burdwan - 713359, West Bengal, as the **PRINCIPAL** do hereby appoint "**GHARBARI**", (PAN - AFPPR0028F), a Proprietorship Firm, having its registered office at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office - Mukundapur, Police Station - Garfa, Kolkata - 700099, District - South 24-Parganas, represented by its sole Proprietor namely **SRI SANJEET KUMAR ROY**, (PAN - AFPPR0028F), (Aadhaar No. 6944 8719 1024), son of Sri Rabindra Prasad Roy, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 'SHAGUN', 7, Rupanjali Park, Kalikapur, Post Office - Mukundapur, Police Station - Garfa, Kolkata - 700099, District - South 24-Parganas, as her lawful Attorney on her behalf to do the following acts in respect of her property known as **K.M.C. Premises No. 555 Nayabad**, having Assessee No.31-109-08-0555-5, within the Jurisdiction of The Kolkata Municipal Corporation Ward No. 109, under P.S. Panchasayar, Kolkata - 700 099, District - South 24-Parganas as morefully mentioned in the **SCHEDULE - A** below:

- i. To look after and manage the property on behalf of the **OWNER**.



- ii. To appear and act in all the Courts such as Civil or Criminals, Originals, Revisional or Appellate Courts and also in the Registration Offices and in any other Office of Government, in the Office of The Kolkata Municipal Corporation or any other Municipality, Improvement Trust, The Kolkata Metropolitan Development Authority, Commissioner of any Division or District Board, Panchayat or any other office or Local Authority on behalf of me and for such purpose my said Attorney may accept service of any summons or any notice issued by any authority, shall be received by my said Lawful Attorney.
- iii. To sign and verify and plaint, written, statements, petition of claim and objection, memorandum of Appeal and petition and application of all kinds and to file them relating to the aforesaid property as mentioned in the **SCHEDULE – A** hereunder written in any such Court or Office.
- iv. To appoint, engage on my behalf any Advocate, Pleader, Solicitors, Revenue Agent or any other legal practitioner whenever our said Attorney shall think proper to do so and to discharge and/or terminate his appointments.
- v. To cause mutation of my said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corporation as and when necessary on my behalf.
- vi. To demarcate or delineate my said property that be necessary for the said purpose by virtue of a Deed of Boundary Declaration or any other Declaration or Deed of Rectification to be registered before the concerned registering authority and/or to sewer any affidavit related thereto.
- vii. To deposit the revenue for my said property in The Kolkata Municipal Corporation or in any Government Department and to pay all charges and the local taxes for the properties.



- viii. To sign all the plans to be submitted before the concerned authority/authorities for the sanction of the building plan, revised building Plan and/or modified Plan and/or addition/alteration Plan and/or completion Building Plan for my said property and sign all the papers related thereto and to sign the same on my behalf and submit the same before The Kolkata Municipal Corporation for sanction and then to get delivery the same along with the Completion Certificate and also Completion Plan of the building on my behalf from The Kolkata Municipal Corporation and execute any affidavit related thereto and also sign, execute and register any Deed of Declaration to be required for the same related to my said property.
- ix. To sign drainage and sewerage Plan of the property and submit the same before The Kolkata Municipal Corporation in respect of the Premises and to sign all other papers related thereto.
- x. To sign the Plan for taking water connection from The Kolkata Municipal Corporation in respect of the said Premises as mentioned in the Schedule below and also to sign all the papers related thereto.
- xi. To look after and to control all the affairs for the development of the said land and construction of a new multi-storied building which is being erected as per sanction building Plan duly sanctioned by The Kolkata Municipal Corporation or other approval of the Government Authority at the cost of the **DEVELOPER** and the **DEVELOPER** shall sign and execute on behalf of the owner all the Declaration Deed or any other Declaration as mentioned in the **SCHEDULE - A** below related thereto and registrar the such document as per requirement for the interest of the proposed project.
- xii. To sign, execute and submit all Development Plans, Documents, Statements, Papers, Undertakings, Declarations, may be required for necessary sanction, modification and/or alteration of sanctioned plans by the appropriate authority and other appropriate authorities after signing from the landowner.
- xiii. To appear and represent on behalf of the **PRINCIPAL** i.e. **LAND OWNER** herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal Police, necessary Departments of



Government of West Bengal, in connection with the modification and/or alteration of Development plans for the above mentioned property and also for the interest of the proposed project.


- xiv. To pay fees for obtaining the modification of plan and such other orders and permissions from the necessary authorities on behalf of the landowner as required for sanction, modification and/or alteration of the Development Plan and also to submit and take delivery of title deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as my Attorney shall think fit and proper.
- xv. To receive the excess amount of fees, if any, paid for the purpose of modification and/or alteration of the revised and/or completion building plan to be sanctioned from the authority or authorities.
- xvi. To develop the said property by making construction of such type of building or buildings thereon as the said Attorney may deem fit and proper.
- xvii. To apply for obtaining electricity gas, water sewerage, drainage, lift, telephone or other connections or obtaining electric meter or any other utility to the said property and /or to make alteration therein and to disconnect the same and for that purpose to sign, execute and submit all papers, applications, documents and plans related thereto on behalf of the **OWNER** and submit the same before the concerned authority/ authorities for such connection of electric, drainage and sewerage, water, telephone, gas, connection etc. and to execute and sign all paper plan for sanction drainage and sewerage connection of the said entire property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on my behalf.
- xviii. To apply for and obtain building materials from the concerned authorities for consumption of the building on the said property as aforesaid.
- xix. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.



- xx. To appear and represent me before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.
- xxi. To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum against the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE - D** of this registered Development Agreement below and the **DEVELOPER** shall do all the acts in the Premises and the **DEVELOPER** shall get the **DEVELOPER'S ALLOCATION** as within mentioned.
- xxii. To collect advance or part payment or full consideration money from the intending purchasers of the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE - D** of the this registered Development Agreement, alongwith the proportionate share of land and grant receipt in favour of the interested persons/ persons who are interested to take possession of the flat/ flats etc. in lieu of satisfactory consideration.
- xxiii. To advertise in different news papers and display, hoarding in different places, and also to engage agency or agencies for giving possession of the Developer's Allocation alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the Developer's Allocation as mentioned in this registered Development Agreement to any Third Party or parties at any consideration price to be fixed up only by the **DEVELOPER**.
- xxiv. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/Car Parking Space including proportionate land share of the said **DEVELOPER'S ALLOCATION** alongwith the proportionate share of land at my said premises or any part thereof and for that purpose to sign and execute all deeds, as my said Attorney shall think fit and proper as per this registered Development Agreement.
- xxv. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.



- xxvi. To receive part or full consideration sum against the Developer's Allocation as mentioned in this registered Development Agreement from the intending purchasers and acknowledges the receipt of the same.
- xxvii. To appear and represent me before any Notary Public, office of the Additional District Sub-Registrar, Sealdah, District Sub-Registrar offices at Alipore, Addl. Registrar of Assurance/s at Kolkata, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to execute and register any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Boundary Declaration and or any kind of instrument writing executed and signed by the said Attorney in any manner concerning the said property as per this registered Development Agreement in connection with the **DEVELOPER'S ALLOCATION** only and present the same before the Registrar for registration.
- xxviii. To take necessary steps for registration of the Developer's Allocation as mentioned in this said registered Development Agreement or any part alongwith the proportionate share of land by the Developer i.e. the Attorney herein.
- xxix. To convey, prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
- xxx. To file and defend suits, cases, appeals and applications of whatsoever nature for and on my behalf or to be institute preferred by or any person or persons in respect of the said property.
- xxxi. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof in respect of the entire Premises.
- xxxii. To sign, declare and/or affirm any complaints, written statements petitions, affidavits, verifications, vokalatnamas, warrant of Attorney Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.
- xxxiii. To deposit and withdraw free, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.



The Attorney i.e. the **DEVELOPER** shall do all other acts on behalf of the **OWNER** in respect of the said property by virtue of this Power of Attorney.

AND GENERALLY TO act as the said Attorney in relation to all matters touching the said property and on her behalf to do all instruments, acts, nature, deeds and things as fully and effectually as the Land Owner would do if she would personally present.

AND the Land Owner hereby ratifies and confirms and agrees or undertakes and whatsoever her said Attorney appointed under this Power herein above contained shall lawfully do or cause to be done in the right of or by virtue of these presents including such confirmation and other works.

7. **THE DEVELOPER DOETH HEREBY AGREE AND COVENANT WITH THE OWNER** as follows :-

- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost without prejudice right, title and interest of the **LAND OWNER**.
- (ii) To complete the construction of the building within 30 (Thirty) months from the date of sanction of the building plan and also from the date of taking over peaceful vacant possession therein by the **DEVELOPER** whichever is later and 6 (Six) months grace period. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time as per its requirement after negotiation and/or discussion with the Land Owner to cover 'Force Majeure' period.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the **OWNER** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.



- (v) The **DEVELOPER** shall act as per the terms and conditions of this Agreement.
- (vi) The **DEVELOPER** herein shall bear the cost of the sanction building plan, soil test, supervision for construction of the proposed building and also Completion Certificate of the building. The **OWNER** shall have to pay the K.M.C. taxes and monthly maintenance of her allocation after getting possession/completion certificate from K.M.C. which ever is earlier. The **DEVELOPER** shall pay the taxes for the period of construction of the building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers..
- (vii) The complete construction specification shall be part of the agreement under annexure X.

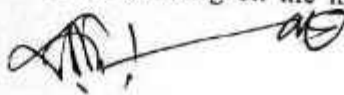
8. **MUTUAL COVENANT AND INDEMNITIES :-**

- (i) The **OWNER** hereby undertakes that the **DEVELOPER** shall be entitled to do the entire proposed construction including the **OWNER'S ALLOCATION** and the **DEVELOPER** shall enjoy its Allocation without interference or disturbances from the end of the **OWNER**, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The **OWNER** is executing and registering a Development Power of Attorney by these presents in favour of the **DEVELOPER** to complete the project and also register all the Deeds including Agreement for Sale and Conveyance Deeds in respect of Developer's Allocation in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** (strictly excluding the Owner's Allocation) and the **OWNER** shall join in the same when he shall be called for, if required.
- (iii) The **OWNER** shall hand over the original Deed, all link deeds and other original papers in respect of the property to the **DEVELOPER** at the time of execution and registration of this agreement and for the same the **DEVELOPER** shall issue a receipt in favour of the **OWNER** herein and such documents shall be handed over to the Association of the building after completion of the project alongwith



registration of entire Developer's Allocation in presence of the flat owners of the proposed building including g the **OWNER** herein.

- (iv) The **OWNER** shall have to pay the necessary maintenance of the building and also the proportionate taxes after taking delivery of the **Owner's Allocation**. The **DEVELOPER** shall pay the taxes for the period of construction of the building in respect of building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (v) That during pendency of this Agreement if the **OWNER** leaves this material world, her legal heirs/successors shall inherit the **Schedule - A** mentioned property as per Hindu Succession Act, 1956 and thereafter the legal heirs of the present **OWNER** herein shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the **DEVELOPER** by executing Supplementary Agreement. The **OWNER'S ALLOCATION** shall then remain unchanged and thereafter such legal heirs of the **OWNER** shall execute the fresh Supplementary Agreement and Development Power of Attorney in favour of the **DEVELOPER** herein without raising any objection and it is also noted that if any partner of the **Developer's firm** leaves this material world during this project work their legal heirs shall then continue this project as per the terms and condition of the firm.
- (vi) The **OWNER** shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depends upon. The **OWNER** shall execute and register the Deed of Declaration for the interest and benefit of the project relating to the Premises as and when required. It is noted that if any additional construction is done on the Third Floor roof of the building in accordance with law, such additional construction will be treated as Developer's Allocation and the Developer shall have every right to sale, transfer and assign the same in favour of any third party by virtue of the Power of Attorney given herein and then the ultimate roof of the building will be treated as common to all the flat Owners including the Owner herein.
- (vii) The **DEVELOPER** shall have to face all the financial liabilities and project liabilities during construction of the building on the land of the **OWNER** and



even any accident occurs during the construction, the **DEVELOPER** shall bear all the financial liabilities thereof.

- (viii) That it has been settled by and between the **OWNER** and the **DEVELOPER** herein that at present the **DEVELOPER** shall clear up all previous outstanding KMC taxes of the Schedule - A mentioned property as well as some expenses to be incurred for the said promotion work and for the same it has been settled that a consolidated amount of Rs.10,00,000/- (Rupees Ten Lac) only shall be reimbursed by the **OWNER** to the **DEVELOPER** herein on and within July, 2023.

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 **OWNER** and the **DEVELOPER** in anyway.

9. **JURISDICTION OF THE COURT :**

All disputes and differences between the parties arising out of this development work of the Premises shall be adjudicated and settled through the Learned Court of Kolkata under the jurisdiction as the property in question is situated within Kolkata.

SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE PROPERTY OF)
SCHEDULE - 'A'

ALL THAT the piece and parcel of a plot of 'Bastu' land measuring net land area of **3 (Three) Cottahs 2 (Two) Chittacks 22 (Twenty two) Sq.ft. more or less** together with one **tile shed** measuring an area of **100 (One hundred) Sq.ft.** standing thereon whereon a new multi-storied building with Lift facility shall be erected as per sanctioned building plan to be sanctioned by the K.M.C. situate and lying at Mouza - Nayabad, J.L. No. 25, R.S. No.3, Touzi No.56, Pargana - Khaspur, being Scheme Plot No. 15, Additional District Sub-Registration Office Sealdah, District Registration Office at



Alipore, comprising in C.S Dag No.102, under C.S. Khatian Nos. 5 & 6, corresponding to R.S. & L.R. Dag No. 195, under R.S. Khatian No. 117, L.R. Khatian No. 1916, within presently Police Station – Panchasayar (formerly P.S. Purba Jadavpur) and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 555, Nayabad, being Assessee No.31-109-08-0555-5, Kolkata – 700 099, in the District South 24-Parganas and it is butted and bounded by :-

<u>ON THE NORTH</u>	:	Land of Scheme Plot No.14;
<u>ON THE SOUTH</u>	:	40'-0" Wide Road;
<u>ON THE EAST</u>	:	Partly 20'-0" & partly 30'-0" Wide Road;
<u>ON THE WEST</u>	:	Others property.

SCHEDULE – 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

The OWNER shall get entire complete First Floor consisting of two Nos. of residential 2BHK flats being Flat No. A-1, on South-West-North side and Flat No. B-1, on South-East-North side and also one 2BHK residential flat being Flat No. A-3 to be situated on the Third Floor, South-West-North side of the proposed building together with the OWNER shall also get one Car Parking Space being No. 01 on the Ground Floor and shall also get one Shop being No. 01 to be situated on the Ground Floor, North-East side of the proposed building. The OWNER shall also enjoy the undivided proportionate share of land and also the other common rights and facilities of the proposed building as mentioned in the SCHEDULE "A" above and SCHEDULE "C" herein below. This is the called the OWNER'S ALLOCATION.

SCHEDULE – 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

1. All stair-cases and stair landings on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.



4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Ultimate Roof, Mounted Room, if any, Parapet wall of the building are for the purpose of common services and right.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting.
8. Drainages and sewerages including man-hole, junction pits etc. and drive way.
9. Boundary walls, main gate and/or side gates if any.
10. Vacant space, Care Taker's Room and common W.C. on Ground Floor.
11. Lift and lift machine room of the building
12. Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.
13. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

SCHEDULE - 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

The **DEVELOPER** herein shall get the rest construction of Flats, Shop/s and Car Parking Space/s in the proposed building (**excluding the Owner's Allocation**). The **DEVELOPER** shall enjoy the common rights and undivided proportionate share of land as mentioned in the **SCHEDULE - "A"** and **"C"** above. The **DEVELOPER** shall enjoy the common rights alongwith undivided proportionate land share out of total land as mentioned in the **SCHEDULE - "A"** herein and all the common facilities as mentioned in the **SCHEDULE - 'C'** above.



IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESSES:

1. Shravathajal Tiwari
37/9 A, Purbachal Main Rd.
1st - Haldi, Kolkata - 700078

Shila Pandey

SIGNATURE OF THE OWNER

2. Rameshwar Pandey
Shomo Main Crossing
1st - Bara Shomo (withdrawing)

For GHARBARI
Ranjit Kumar Roy
Proprietor

SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY :

Debes Kumar Misra (MS)

(DEBES KUMAR MISRA)
ADVOCATE [Enrollment No.F/364/329/1989]
HIGH COURT, CALCUTTA
Resi-cum-Chamber :69/1, Baghajatin
Place, Kolkata-86
PH-9830236148(D.K.M.),
Email:debeskumarmisra@gmail.com
9051446430(Somesh),
Email:mishrasomesh08@gmail.com
9836115120(Tapesh),
Email:tapesh.mishra85@gmail.com

SCHEDULE OF WORK

ANNEXTURE : X

(SPECIFICATION OF THE BUILDING CONSTRUCTION)

All Civil Work as per I.S.I. standard and Cement will be used Ultratech/Novoco or equivalent and Steel will be used Tata Tiscon/Shyam or equivalent.

1. Entire Floor vitrified tiles inside the flat, Marble in staircase.
2. Sal wood frame in door.
3. Factory made phenol bonded ply flush door shutter in door.
4. M.S. Grill (Square Bar) and Aluminum sliding windows.
5. Putty in inside wall of the building.
6. Weather coat paints (Asian paint/Berger/ICI) in outside wall.
7. Synthetic enamel paint in doors & windows grill (Asian paint/Berger/ICI).
8. Colour glazed tiles (12"x18") in W.C. and toilets upto window height and 2 ft. height in kitchen.
9. Polished Green Marble on kitchen platform.
10. Polished Green Marble/steel sink in kitchen.
11. Concealed electrical & water supply line.
12. Verandah railing up to window seal height.
13. White vitreous commode, pan, and basin of Hindware/Parryware.
14. Main door one side Door screen finishes with necessary fittings.
15. Roof tiles on roof for leak and heat proof with a coat of SIKALATEX.
16. ESSCO/Parryware Mark plumbing fittings.
17. Two Nos. of Sheetgate in boundary wall for easy access.
18. Lift (Flex Elevator or equivalent) shall be installed in the Building.

ELECTRICAL SPECIFICATION OF FLAT

- | | |
|--|--|
| 1. Bed Room | - 3 Light points, 1 Fan point, 1 Plug point. |
| 2. Drawing/Dining | - 3 Light points, 1/2 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point. |
| 3. Kitchen | - 1 Light point, 2 Plug point (15 amp.), 1 Exhaust Fan point. |
| 4. Toilet | - 1 Light point, 1 Greaser point, 1 Exhaust Fan point. |
| 5. W.C. | - 1 Light point, 1 Exhaust Fan point. |
| 6. Verandah | - 1 Light Point. |
| 7. Flat wise separate Main Switch and 1 A.C. point in master Bed Room. | |

It is noted that if any extra work is done out of the said specification by the OWNER, for such extra work, the OWNER shall pay the necessary cost to the DEVELOPER.












For GHARBARI
Kumar
Proprietor

Shila Pandey

		Thumb	1 st finger	Middle finger	Ring finger	Small finger
PHOTO	left hand					
	right hand					











Name

Signature

		Thumb	1 st finger	Middle finger	Ring finger	Small finger
	left hand					
	right hand					

Name... SHILA PANDEY

Signature Shila Pandey

		Thumb	1 st finger	Middle finger	Ring finger	Small finger
	left hand					
	right hand					

Name SANJEET KUMAR ROY


Signature Sanjeet Kumar Roy

		Thumb	1 st finger	Middle finger	Ring finger	Small finger
PHOTO	left hand					
	right hand					

Name

Signature


BAR COUNCIL OF WEST BENGAL
 (STATUTES REGULATED BY ACT NO. 10 OF 1956)
 2 & 3, KIRAN SANKAR ROY ROAD
 CHITRA - 22A
 (IDENTIFICATION CARD)


 Name.....
 TAPESHA MISRA Advocate

Father's/Husband's Name.....
 DEBES KUMAR MISRA

ASIT BARAN BASU
 CHAIRMAN COMMITTEE

ARUN KUMAR SARKAR
 CHAIRMAN

Card No. C-2105

Address Recorded on the Roll..... 59.1 BAGHAJATIN PLACE
 P.O. - BAGHAJATIN P.S. - JADAVPUR, KOLKATA - 700 086.

Present Address..... - DO -

Enrolment No..... F / 1224 / 2007

Date of Enrolment..... 19.12.2007

Date of Birth..... 02.01.1985

Date 14.7.08

Secretary Assistant: Secretary



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240024820218

GRN Details

GRN: 192023240024820218 Payment Mode: SBI Epay
GRN Date: 24/04/2023 09:37:12 Bank/Gateway: SBIPay Payment Gateway
BRN : 5902736230623 BRN Date: 24/04/2023 09:37:42
Gateway Ref ID: 231141146205 Method: HDFC Retail Bank NB
GRIPS Payment ID: 240420232002482020 Payment Init. Date: 24/04/2023 09:37:12
Payment Status: Successful Payment Ref. No: 2001013431/1/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr SANJEET KUMAR ROY
Address: SHAGUN, 7, RUPANJALI PARK, KALIKAPUR, KOLKATA - 700099
Mobile: 9830065692
Period From (dd/mm/yyyy): 24/04/2023
Period To (dd/mm/yyyy): 24/04/2023
Payment Ref ID: 2001013431/1/2023
Dept Ref ID/DRN: 2001013431/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001013431/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	9970
2	2001013431/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	28

Total 9998

IN WORDS: NINE THOUSAND NINE HUNDRED NINETY EIGHT ONLY.

PAID



Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	2001013431/2023	Office where deed will be registered
Query Date	23/04/2023 2:02:28 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Tapesh Mishra H C Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836115120, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4002] General Power of Attorney [Rs : 100/-], [4305] Declaration [No of Declaration : 2]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 63,15,499/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 10,070/- (Article:48(g))	Rs. 28/- (Article:E, E, E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 555, , Ward No: 109, Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use/ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 2 Chatak 22 Sq Ft	1/-	62,47,999/-	Width of Approach Road: 40 Ft.,
Grand Total :				5.2067Dec	1/-	62,47,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	67,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		100 sq ft	1/-	67,500 /-	



Query No: 2001013431 of 2023, Printed On : Apr 23 2023 2:02PM, Generated from wbregistration.gov.in

Land Lord Details :

SI No	Name & address	Status	Execution Admission Details :
1	Mrs Shila Pandey Wife of Mr Rameshwar Pandey, Baradhermo Ward No.8, Asansol, City:- , P.O:- Sitarampur, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713359 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AExxxxx3M, Aadhaar No.: 32xxxxxxx0511, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

SI No	Name & address	Status	Execution Admission Details :
1	Gharbari (Sole Proprietoship) ,Shagun, 7, Rupanjali Park, Kalikapur, City:- , P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 PAN No. AFxxxxx8F, Aadhaar No Not Provided by UIDAI Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	Mr Sanjeet Kumar Roy Son of Mr Rabindra Prasad Roy SHAGUN, 7, Rupanjali Park, Kalikapur, City:- , P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFxxxxx8F, Aadhaar No.: 69xxxxxxx1024	Gharbari (as Proprietorship)

Identifier Details :

Name & address
Mr Tapesh Mishra Son of Mr D K Misra High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001. Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Mrs Shila Pandey, Mr Sanjeet Kumar Roy

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Mrs Shila Pandey	Gharbari-5.20667 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	Mrs Shila Pandey	Gharbari-100 Sq Ft



Owner and Land or Building Details as received from KMC :

Sc. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No. : 311090805555 Premises No. : 555 Ward No. : 109 Street Name : NAYABAD	Reference Deed No. : I-163002114 Date of Registration. : Jul 05, 2016 Office Where Registered : DSR- V,S24PGS	Owner Name : MRS. SHILA PANDEY Owner Address : BARADHEMO , WORD NO- 8 ASANSOL , PO- SITARAMPUR , PS- ASANSOL SOUTH , BURDWAN-713359 , WEST BENGAL Pin No. : 713359	Character of Premises: Total Area of Land:

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 23-05-2023) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 23-05-2023)
3. Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f. 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. SEALDAH, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



Query No: 2001013431 of 2023, Printed On : Apr 23 2023 2:02PM, Generated from wregistration.gov.in

Major Information of the Deed

Deed No :	I-1604-04797/2023	Date of Registration :	24/04/2023
Query No / Year	1604-2001013431/2023	Office where deed is registered	
Query Date	23/04/2023 2:02:28 PM	D.S.R. - IV SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Tapeshe Mishra H C Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836115120, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 63,15,499/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 10,070/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :


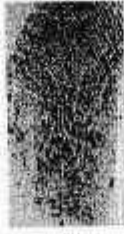
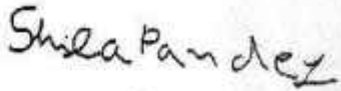
District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 555, , Ward No: 109 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 2 Chatak 22 Sq Ft	1/-	62,47,999/-	Width of Approach Road: 40 Ft.,
Grand Total :				5.2067Dec	1 /-	62,47,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	67,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	67,500 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
1	Mrs Shila Pandey (Presentant) Wife of Mr Rameshwar Pandey Executed by: Self, Date of Execution: 24/04/2023 , Admitted by: Self, Date of Admission: 24/04/2023 ,Place : Office	 24/04/2023	 LTI 24/04/2023	 24/04/2023
Baradhemo Ward No.8, Asansol, City:- , P.O:- Sitarampur, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713359 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AExxxxxx3M, Aadhaar No: 32xxxxxxxx0511, Status :Individual, Executed by: Self, Date of Execution: 24/04/2023 , Admitted by: Self, Date of Admission: 24/04/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Gharbari Shagun, 7, Rupanjali Park, Kalikapur, City:- , P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 , PAN No.:: AFxxxxxx8F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
1	Mr Sanjeet Kumar Roy Son of Mr Rabindra Prasad Roy Date of Execution - 24/04/2023 , Admitted by: Self, Date of Admission: 24/04/2023, Place of Admission of Execution: Office	 Apr 24 2023 1:52PM	 LTI 24/04/2023	 24/04/2023
SHAGUN, 7,Rupanjali Park, Kalikapur, City:- , P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx8F, Aadhaar No: 69xxxxxxxx1024 Status : Representative, Representative of : Gharbari (as Proprietorship)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Tapesh Mishra Son of Mr D K Misra High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
	24/04/2023	24/04/2023	24/04/2023

Identifier Of Mrs Shila Pandey, Mr Sanjeet Kumar Roy

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Shila Pandey	Gharbari-5.20667 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Shila Pandey	Gharbari-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160404797 / 2023

On 24/04/2023

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

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

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

Presented for registration at 12:20 hrs on 24-04-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mrs Shila Pandey ,Executant.

Certificate of Market Value(WB RUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 63,15,499/-

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

Execution is admitted on 24/04/2023 by Mrs Shila Pandey, Wife of Mr Rameshwar Pandey, Baradhemo Ward No.8, Asansol, P.O: Sitarampur, Thana: Asansol, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713359, by caste Hindu, by Profession House wife

Identified by Mr Tapesh Mishra, , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 24-04-2023 by Mr Sanjeet Kumar Roy, Proprietorship, Gharbari (Sole Proprietorship), Shagun, 7, Rupanjali Park, Kalkapur, City:- , P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal India, PIN:- 700099

Identified by Mr Tapesh Mishra, , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/04/2023 9:37AM with Govt. Ref. No: 192023240024820218 on 24-04-2023, Amount Rs: 28/-, Bank: SBI EPay (SBIEPay), Ref. No. 5902736230623 on 24-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,970/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 9816, Amount: Rs.100.00/-, Date of Purchase: 13/04/2023, Vendor name: SMRITI BIKASH DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/04/2023 9:37AM with Govt. Ref. No: 192023240024820218 on 24-04-2023, Amount Rs: 9,970/-, Bank: SBI EPay (SBIEPay), Ref. No. 5902736230623 on 24-04-2023, Head of Account 0030-02-103-003-02



Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 136396 to 136433

being No 160404797 for the year 2023.



Digitally signed by ANUPAM HALDER
Date: 2023.04.24 16:46:06 -07:00
Reason: Digital Signing of Deed.

(Handwritten signature)

(Anupam Halder) 2023/04/24 04:46:06 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)