

11/42/19

2-11295/19



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

S 459650

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Add. District Sub-Registrar
Behala, South 24 Parganas

1-6 NOV 2019

DEVELOPMENT AGREEMENT
WITH
POWER OF ATTORNEY

THIS DEED OF DEVELOPMENT AGREEMENT WITH POWER
OF ATTORNEY is made on this the 27th day of September,
Two Thousand and nineteen (2019) A.D.

B E T W E E N

26 SEP 2019

26292

No. Rs. **1000/-** Date

Name: **Aloke Biswas**

Address:

Vendor: **Subhankar Das**
Alipur Collectorate, 24 Pgs (S)

SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

Advocate
Alipur Police Court
Kolkata - 27

26292 = 1000/-



A.D.S.R. Behala
27 SEP 2019
Dist. South 24 Pgs.

Identified by me
Aloke Biswas
Advocate
s/o **Atul Chandra Biswas**
Alipur poli-court
Kol-27.

Major Information of the Deed

No :	I-1607-11295/2019	Date of Registration :	06/11/2019
Deed No / Year :	1607-0001528041/2019	Office where deed is registered :	
Deed Date :	21/09/2019 9:17:18 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Aloke Biswas Alipore Police Court, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No : 9748887252, Status : Advocate		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
	Rs. 44,50,727/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,071/- (Article 48(g))	Rs. 1,028/- (Article E, E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District: South 24-Parganas, P.S.- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bama Charan Roy Road(Jayashree park), Premises No: 99, Ward No: 121 Pin Code : 700034

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	3 Katha 13 Sq Ft		43,00,727/-	Width of Approach Road: 14 Ft. Adjacent to Metal Road.
Grand Total :				4.9798Dec	0/-	43,00,727/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	0/-	1,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		500 sq ft	0/-	1,50,000/-	



pa Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Shri NARAYAN BAYEN Son of Late Dushasan Bayen Executed by: Self, Date of Execution: 27/09/2019 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office			
27/09/2019	LTI 27/09/2019	27/09/2019	

43/10, Bama Charan Roy Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BUPPB7736J, Aadhaar No: 70xxxxxxxx3096, Status :Individual, Executed by: Self, Date of Execution: 27/09/2019
 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office



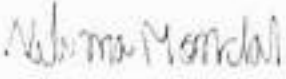


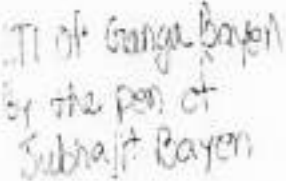


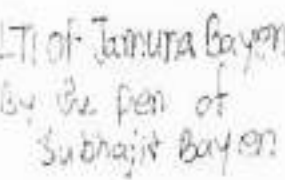


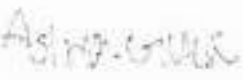
Name	Photo	Finger Print	Signature
Shri HARAN BAYEN Son of Late Dushasan Bayen Executed by: Self, Date of Execution: 27/09/2019 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office			
27/09/2019	LTI 27/09/2019	27/09/2019	

43/10, Bama Charan Roy Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BWIPB3470Q, Aadhaar No: 62xxxxxxxx6761, Status :Individual, Executed by: Self, Date of Execution: 27/09/2019
 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office

Name	Photo	Finger Print	Signature
Smt PRATIMA BHANDARI Wife of Shri Basudev Bhandari Executed by: Self, Date of Execution: 27/09/2019 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office			
27/09/2019	LTI 27/09/2019	27/09/2019	

43/10, Bama Charan Roy Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AXMPB3495M, Aadhaar No: 65xxxxxxxx7434, Status :Individual, Executed by: Self, Date of Execution: 27/09/2019
 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office



Name	Photo	Finger Print	Signature
Smt NILIMA MONDAL Wife of Shri Jogal Mondal Executed by: Self, Date of Execution: 27/09/2019 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office	 27/09/2019	 LTI 27/09/2019	 27/09/2019
43/10, Bama Charan Roy Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DRVPM6306L, Aadhaar No: 96xxxxxxxx4572, Status :Individual, Executed by: Self, Date of Execution: 27/09/2019 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office			
Name	Photo	Finger Print	Signature
Smt GANGA BAYEN Wife of Late Dushaswan Bayen Executed by: Self, Date of Execution: 27/09/2019 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office	 27/09/2019	 LTI 27/09/2019	 27/09/2019
43/10, Bama Charan Roy Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: EPOPB8515L, Aadhaar No: 20xxxxxxxx6465, Status :Individual, Executed by: Self, Date of Execution: 27/09/2019 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office			
Name	Photo	Finger Print	Signature
Smt JAMUNA BAYEN Daughter of Late Kartik Chandra Mondal Executed by: Self, Date of Execution: 27/09/2019 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office	 27/09/2019	 LTI 27/09/2019	 27/09/2019
43/10, Bama Charan Roy Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: EPOPB8991G, Aadhaar No: 98xxxxxxxx2105, Status :Individual, Executed by: Self, Date of Execution: 27/09/2019 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office			
Name	Photo	Finger Print	Signature
Smt ASIMA GUHA Wife of Shri Kumar Guha Executed by: Self, Date of Execution: 27/09/2019 Admitted by: Self, Date of Admission: 27/09/2019, Place : Office	 27/09/2019	 LTI 27/09/2019	 27/09/2019





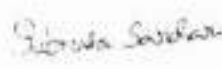



10, Bama Charan Roy Road, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: CTWPG5853J, Aadhaar No: 98xxxxxxxx1828, Status :Individual, Executed by: Self, Date of Execution: 27/09/2019
Admitted by: Self, Date of Admission: 27/09/2019, Place : Office

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	S M ASSOCIATES 34, Diamond Harbour Road, P.O - Parnasree Pally, P.S - Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060, PAN No ACSFS3876L, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by Representative

Representative Details :

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SUBRATA SARDAR Son of Shri Santosh Sardar Date of Execution - 27/09/2019, , Admitted by: Self, Date of Admission: 27/09/2019, Place of Admission of Execution: Office			
	Sep 27 2019 3:32PM	LTI 27/09/2019		27/09/2019
34, Diamond Harbour Road, P.O - Parnasree Pally, P.S - Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: EFSPS4749B, Aadhaar No: 75xxxxxxxx1413 Status : Representative, Representative of : S M ASSOCIATES (as partner)				
2	Name	Photo	Finger Print	Signature
	Smt MOUSUMI SARDAR (Presentant) Wife of Shri Subrata Sardar Date of Execution - 27/09/2019, , Admitted by: Self, Date of Admission: 27/09/2019, Place of Admission of Execution: Office			
	Sep 27 2019 3:35PM	LTI 27/09/2019		27/09/2019
34, Diamond Harbour Road, P.O - Parnasree Pally, P.S - Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: EYQPS7020J, Aadhaar No: 74xxxxxxxx6732 Status : Representative, Representative of : S M ASSOCIATES (as partner)				



Details :

	Photo	Finger Print	Signature
Mr. Aloke Biswas Atul Chandra Biswas Police Court, P.O. - Alipore, P.S. - District - South 24-Parganas, West Bengal, India, PIN - 700027			
	27/09/2019	27/09/2019	27/09/2019

Identified Of Shri NARAYAN BAYEN, Shri HARAN BAYEN, Smt PRATIMA BHANDARI, Smt NILIMA MONDAL, Smt GANGA BAYEN, Smt JAMUNA BAYEN, Shri SUBRATA SARDAR, Smt MOUSUMI SARDAR, Smt ASIMA GUHA

Endorsement For Deed Number : I - 160711295 / 2019

On 24-09-2019

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 44,50,727/-



Sandip Biswas
 ADDITIONAL DISTRICT SUB-REGISTRAR
 OFFICE OF THE A.D.S.R. BEHALA
 South 24-Parganas, West Bengal

On 27-09-2019

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

Presented for registration at 14.00 hrs. on 27-09-2019, at the Office of the A.D.S.R. BEHALA by Smt MOUSUMI SARDAR.

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

Execution is admitted on 27/09/2019 by 1. Shri NARAYAN BAYEN, Son of Late Dushasan Bayen, 43/10, Bama Charan Roy Road, P.O. Behala, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Service, 2. Shri HARAN BAYEN, Son of Late Dushasan Bayen, 43/10, Bama Charan Roy Road, P.O. Behala, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Service, 3. Smt PRATIMA BHANDARI, Wife of Shri Basudev Bhandari, 43/10, Bama Charan Roy Road, P.O. Behala, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife, 4. Smt NILIMA MONDAL, Wife of Shri Jogai Mondal, 43/10, Bama Charan Roy Road, P.O. Behala, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife, 5. Smt GANGA BAYEN, Wife of Late Dushaswan Bayen, 43/10, Bama Charan Roy Road, P.O. Behala, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife, 6. Smt JAMUNA BAYEN, Daughter of Late Kartik Chandra Mondal, 43/10, Bama Charan Roy Road, P.O. Behala, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife, 7. Smt ASIMA GUHA, Wife of Shri Kumar Guha, 43/10, Bama Charan Roy Road, P.O. Behala, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession House wife. Identified by Mr Aloke Biswas, Son of Mr Atul Chandra Biswas, Alipore Police Court, P.O. Alipore, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



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

is admitted on 27-09-2019 by Shri SUBRATA SARDAR, partner, S M ASSOCIATES (Partnership Firm), 34, Harbour Road, P.O.- Parnasree Pally, P.S.- Behala, District-South 24-Parganas, West Bengal, India, PIN -

by Mr Aloke Biswas, . . . Son of Mr Atul Chandra Biswas, Alipore Police Court, P.O: Alipore, Thana: Alipore, . . . 4-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

is admitted on 27-09-2019 by Smt MOUSUMI SARDAR, partner, S M ASSOCIATES (Partnership Firm), 34, Harbour Road, P.O.- Parnasree Pally, P.S.- Behala, District-South 24-Parganas, West Bengal, India, PIN -

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ified by Mr Aloke Biswas, . . . Son of Mr Atul Chandra Biswas, Alipore Police Court, P.O: Alipore, Thana: Alipore, . . . 4-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

certified that required Registration Fees payable for this document is Rs 1,028/- (B = Rs 1,000/-, E = Rs 28/-) and registration Fees paid by by online = Rs 1,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/09/2019 11:29AM with Govt. Ref. No: 192019200079410221 on 27-09-2019, Amount Rs: 1,028/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AGDYHK9 on 27-09-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by by online = Rs 6,071/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/09/2019 11:29AM with Govt. Ref. No: 192019200079410221 on 27-09-2019, Amount Rs: 6,071/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AGDYHK9 on 27-09-2019, Head of Account 0030-02-103-003-02



Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 06-11-2019

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 1,000/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 459650, Amount: Rs. 1,000/-, Date of Purchase: 26/09/2019, Vendor name: Subhankar Das



Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal



Deed of Registration under section 60 and Rule 69.
and in Book - I
number 1607-2019, Page from 360533 to 360597
No 160711295 for the year 2019.



Digitally signed by SANDIP BISWAS
Date: 2019.11.11 16:32:39 +05:30
Reason: Digital Signing of Deed.

Sandip

(Sandip Biswas) 11/11/2019 4:32:17 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

(1) SRI NARAYAN BAYEN (PAN- BUPPB7736J) Aadhaar No. 7095152130968, son of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- Service, (2) SRI HARAN BAYEN (PAN- BWIPB3470Q) Aadhaar No. 622763836761, son of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- Service, (3) SMT. ASIMA GUHA (PAN- CTWPG5853J) Aadhaar No. 982283281828, wife of Sri Kumar Guha, daughter of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- House wife, (4) SMT. PRATIMA BHANDARI (PAN- AXMPB3495M) Aadhaar No. 651903547434, wife of Sri Basudev Bhandari, daughter of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- House wife, (5) SMT. NILIMA MONDAL (PAN- DRVPM6306L) Aadhaar No. 961111984572, wife of Sri Jogai Mondal, daughter of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- House wife, (6) SMT. GANGA BAYEN (PAN- EPOPB8515L) Aadhaar No. 986218763021, wife of Late Dushaswan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- House wife, and (7) SMT. JAMUNA BAYEN (PAN- EPOPB8991G) Aadhaar No. 985155562105, daughter of Late Kartik Chandra Mondal, by faith- Hindu, by Nationality- Indian, by occupation- House wife, all are residing at 43/10, Bama Charan Roy Road, P.O. & P.S. Behala, Kolkata- 700034, District- South 24-Parganas, hereinafter called and referred to as the OWNERS (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART:



A.D.S.R. Behela

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A N D

S.M. ASSOCIATES (PAN- ACSFS3876L) a partnership Firm, having its office at 34, Diamond Harbour Road, P.O. Parnasree Pally, P.S. Behala, now Parnasree, Kolkata-700060, District- South 24-Parganas, represented by its partners (1) SRI SUBRATA SARDAR (PAN- EFSPS4749B) Aadhaar No. 759472701413, son of Sri Santosh Sardar, by faith- Hindu, by Nationality- Indian, by occupation- Business, and (2) SMT. MOUSUMI SARDAR (PAN- EYQPS7020J) Aadhaar No. 741479256732, wife of Sri Subrata Sardar, by faith- Hindu, by Nationality- Indian, by occupation- Business, both residing at 34, Diamond Harbour Road, P.O. Parnasree Pally, P.S. Behala, now Parnasree, Kolkata- 700060, District- South 24-Parganas, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and/or assigns) of the OTHER PART:

WHEREAS by virtue of a Deed of Conveyance (Bengali recited Saf-Bikray Kobala) dated 07.06.1967, duly registered in the office of the Sub-Registrar of Alipore, 24-Parganas, and recoded in its Book No. 1, Volume No. 72, Pages 184 to 191, Being No. 4057, for the year 1967, one Sri Kalipada Paul, therein mentioned as the vendor, sold conveyed and transferred, assured and assigned ALL THAT piece and parcel of land measuring 2 Cottaha 0 Chittak 15 sq. ft. more or less lying and situated at Mouza- Mamudpur, J.L. No. 7, R.S. No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana- Magura, comprised in Dag No. 145, appertaining to Khatian No. 162, P.S.



A.D.S.R. Behala

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Dist - South 24 Pgs.

Behala, District: 24-Pargans, now South 24-Parganas, unto and in favour of Smt. Sarajini Baidya daughter of late Abinash Chandra Baidya, at and for the valuable consideration as mentioned therein, and delivered peaceful vacant possession of the same.

AND WHEREAS by virtue of another Deed of Conveyance (Bengali recited Saf-Bikray Kobala) dated 22.01.1968, duly registered in the office of the Sub-Registrar of Alipore, 24-Parganas, and recoded in its Book No. 1, Volume No. 21, Pages 41 to 45, Being No. 318, for the year 1968, the aforesaid Sri Kalipada Paul, therein mentioned as the vendor, sold conveyed and transferred, assured and assigned ALL THAT piece and parcel of land measuring 1 Cottah 0 Chittak 13 sq. ft. more or less lying and situated at Mouza- Mamudpur, J.L. No. 7, R.S. No. 196, collectorate Touzi No. 411,32,26, & 27, Pargana- Magura, comprised in Dag No. 145, appertaining to Khatian No. 162, P.S. Behala, District: 24-Pargans, now South 24-Parganas, unto and in favour of Smt. Sarajini Baidya daughter of late Abinash Chandra Baidya, at and for the valuable consideration as mentioned therein, and delivered peaceful vacant possession of the same.

AND WHEREAS after the said purchase by way of the aforesaid two deeds of conveyance, the aforesaid Smt. Sarajini Baidya thus became the sole and absolute rightful Owner, seized and possessed of and in peaceful enjoyment of ALL THAT piece and parcel of total land measuring more or less 3(three) Cottahs 0(zero) Chittak 28(twenty eight) sq. ft. more or less lying and



A.D.S.R. Behala

27 SEP 2019

West - South 24 Pgs.

situated at Mouza- Mamudpur, J.L. No. 7, R.S. No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana- Magura, comprised in Dag No. 145, appertaining to Khatian No. 162, P.S. Behala, District: 24-Pargans, now South 24-Parganas.

AND WHEREAS by virtue of a Deed of Conveyance (Bengal recited Saf-Bikray Kobala) dated 02.05.1980, duly registered in the office of the Sub-Registrar of Alipore, 24-Parganas, and recoded in its Book No. 1, Volume No. 32, Pages 284 to 290, Being No. 2132, for the year 1980, the aforesaid Smt. Sarajini Baidya, therein mentioned as the vendor, sold conveyed and transferred, assured and assigned ALL THAT piece and parcel of land measuring 3 Cottahs 0 Chittak 13 sq. ft. more or less out of 3 Cottahs 0 Chittak 28 sq. ft. more or less, lying and situated at Mouza- Mamudpur, J.L. No. 7, R.S. No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana- Magura, comprised in Dag No. 145, appertaining to Khatian No. 162, P.S. Behala, District: 24-Pargans, now South 24-Parganas, unto and in favour of Sri Dushasan Bayen, Smt. Jamuna Bayen and Smt. Ganga Bayen, and delivered possession therein, at and for the valuable consideration as mentioned therein.

AND WHEREAS in the manner aforesaid, the aforesaid Sri Dushasan Bayen, Smt. Jamuna Bayen and Smt. Ganga Bayen, thus became the absolute rightful joint owners, seized and possessed of and in peaceful enjoyment of ALL THAT piece and parcel of land measuring more or less 3 Cottahs 0 Chittak 13 sq. ft. more or less lying and situated at Mouza- Mamudpur, J.L.



A.D.S.R. Behala
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No. 7, R.S. No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana-Magura, comprised in Dag No. 145, appertaining to Khatian No. 162, P.S. Behala, District: 24-Pargans, now South 24-Parganas, and they got the said property mutated and/or recorded in the Assessment Register of the Kolkata Municipal Corporation in their names and the same became known and numbered as K.M.C. Premises No. 99, Bama Charan Roy Road, P.S. Behala, Kolkata- 700034, and they have been enjoying the said property by paying the rates and taxes to the authority concerned, free from all encumbrances, liens, lispendance, charges and attachment whatsoever, by exercising their all right, title and interest thereon.

AND WHEREAS thereafter by virtue of a Deed of Gift (Bengali recited Danpatra Dalil) dated 09.08.2016, duly registered in the office of the A.D.S.R. Behala, 24-Parganas, and recoded in its Book No. I, Volume No. 1607-2016, Pages 224031 to 224055, Being No. 160706875, for the year 2016, the aforesaid Sri Dushasan Bayen, Smt. Jamuna Bayen and Smt. Ganga Bayen, therein mentioned as the Donors, gifted, granted conveyed and transferred, assured and assigned ALL THAT piece and parcel of land measuring 1 Cottahs 0 Chittak 0 sq. ft. more or less out of 3 Cottahs 0 Chittak 13 sq. ft. more or less lying and situated at Mouza- Mamudpur, J.L. No. 7, R.S. No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana-Magura, comprised in Dag No. 145, appertaining to Khatian No. 162, being portion of K.M.C. Premises No. 99, Bama Charan Roy Road, P.S. Behala, Kolkata- 700034, District: South 24-Parganas, unto and in favour of Smt. Nilima Mondal, and delivered possession therein.



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AND WHEREAS in the manner aforesaid, the aforesaid **Sri Dushasan Bayen**, **Smt. Jamuna Bayen** and **Smt. Ganga Bayen**, thus became the absolute rightful joint owners, seized and possessed of the retaining land measuring more or less **2 Cottahs 0 Chittak 13 sq. ft.** more or less lying and situated at **K.M.C. Premises No. 99, Bama Charan Roy Road, P.S. Behala, Kolkata- 700034.** And **Smt. Nilima Mondal**, thus became the sole and absolute rightful owner, seized and possessed of the land measuring more or less **1 Cottahs 0 Chittak 0 sq. ft.** more or less, being portion of **K.M.C. Premises No. 99, Bama Charan Roy Road, P.S. Behala, Kolkata- 700034**, and she got the said property mutated and/or recorded in the Assessment Register of the Kolkata Municipal Corporation in her name and same became known and numbered as **K.M.C. Premises No. 99A, Bama Charan Roy Road, P.S. Behala, Kolkata- 700034**, and they had/have been enjoying their respective properties by paying the rates and taxes to the authority concerned, free from all encumbrances, liens, lispendance, charges and attachment whatsoever, by exercising their all right, title and interest thereon.

AND WHEREAS while thus the aforesaid **Sri Dushasan Bayen** was enjoying, possessing and occupying the aforesaid property, he died intestate on 07/04/2019, leaving behind surviving his two sons namely **SRI NARAYAN BAYEN** **SRI HARAN BAYEN**, three daughters namely **SMT. ASIMA GUHA**, **SMT. PRATIMA BHANDARI**, and **SMT. NILIMA MONDAL**, and wife **SMT. GANGA BAYEN** as his only legal heirs and successors who by virtue of inheritance became the joint owners of the undivided 1/3rd share of aforesaid

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landed properties, as left by the said Dushasan Bayen, since deceased, as per Hindu succession Act. 1956.

AND WHEREAS accordingly by virtue of inheritance, and by way of purchase, the aforesaid **Sri Narayan Bayen, Sri Haran Bayen, Smt. Asima Guha, Smt. Pratima Bhandari, Smt. Nilima Mondal, Smt. Ganga Bayen, & Smt. Jamuna Bayen** (the Owners herein) have become the absolute rightful joint-owners, occupiers, seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of bastu land measuring 2 Cottahs 0 Chittaks 13 sq. ft. together with structure standing thereon lying and situated at Mouza- Mamudpur, J.L. No. 7, R.S. No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana- Magura, comprised in Dag No. 145, appertaining to Khatian No. 162, at K.M.C. Premises No. 99, Bama Charan Roy Road, P.S, Behala, Kolkata- 700034, in the District: South 24-Parganas.

AND WHEREAS thereafter by virtue of a Deed of Gift dated 27.09.2019, duly registered in the office of the A.D.S.R. Behala, South 24-Parganas, and recoded in its Book No. I, Being No. 160710797, for the year 2019, the aforesaid **Smt. Nilima Mondal**, therein mentioned as the Donor, gifted, granted conveyed and transferred, assured and assigned ALL THAT piece and parcel of undivided land measuring 4 Chittaks 0 sq. ft. more or less together with structure standing thereon, out of 1 Cottahs 0 Chittak 0 sq. ft. more or less, lying and situated at Mouza- Mamudpur, J.L. No. 7, R.S. No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana- Magura, comprised in Dag No. 145, appertaining to Khatian No. 162, at K.M.C. Premises No.



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Behala, South 24 Parganas
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99A, Bama Charan Roy Road, P.S, Behala, Kolkata- 700034, District: South 24-Parganas, unto and in favour of Sri Narayan Bayen, Sri Haran Bayen, Smt. Asima Guha, Smt. Pratima Bhandari, Smt. Ganga Bayen, & Smt. Jamuna Bayen, and delivered peaceful possession therein.

AND WHEREAS accordingly the aforesaid Sri Narayan Bayen, Sri Haran Bayen, Smt. Asima Guha, Smt. Pratima Bhandari, Smt. Nilima Mondal, Smt. Ganga Bayen, & Smt. Jamuna Bayen (the Owners herein) have become the absolute rightful joint owners, occupiers, seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of bastu land measuring 2 Cottahs 0 Chittaks 13 sq. ft. together with structure standing thereon lying and situated at Mouza- Mamudpur, J.L. No. 7, R.S. No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana- Magura, comprised in Dag No. 145, appertaining to Khatian No. 162, at K.M.C. Premises No. 99, Bama Charan Roy Road, P.S, Behala, Kolkata- 700034, in the District of South 24-Parganas. AND also became the absolute rightful joint owners, occupiers, seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of bastu land measuring 1 Cottahs 0 Chittaks 0 sq. ft. together with structure standing thereon lying and situated at Mouza- Mamudpur, J.L. No. 7, R.S. No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana- Magura, comprised in Dag No. 145, appertaining to Khatian No. 162, at K.M.C. Premises No. 99A, Bama Charan Roy Road, P.S, Behala, Kolkata- 700034, in the District of South 24-Parganas.

*Joint
owners*



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AND WHEREAS the said two landed properties are contiguous to each other, the aforesaid Sri Narayan Bayen, Sri Haran Bayen, Smt. Asima Guha, Smt. Pratima Bhandari, Smt. Nilima Mondal, Smt. Ganga Bayen, & Smt. Jamuna Bayen thus became the absolute rightful joint owners, occupiers, seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of total land measuring more or less 3 Cottahs 0 Chittaks 13 sq. ft. together with structures standing thereon, and for better use and enjoyment they have made the said two landed properties into a single premises through amalgamation with the K.M.C. authority and same became known and numbered as K.M.C. Premises No. 99, Bama Charan Roy Road, P.S. Behala, Kolkata- 700008, vide Assessee No. 41-121-01-0114-0, and which is more fully described in the schedule "A" hereunder written, and also they have been enjoying the said property peacefully and uninterruptedly by paying rates and taxes to the appropriate authority or authorities concerned and the said property is free from all encumbrances, liens, attachment, lispendens, charges, claim or demand whatsoever from any corner.

AND WHEREAS the aforesaid Land Owners have now decided to construct a New multi Building at the said premises with modern amenities and facilities but due to lack of finance, man-power, and technical knowledge, the Owners is in search for a suitable solvent Developer to implement their aforesaid desire and intention and to that effect the Owners approached the developer S.M. ASSOCIATES a partnership Firm, having its office at 34, Diamond Harbour Road, P.O. Parnasree Pally, P.S. Behala, now Parnasree, Kolkata- 700060, District- South 24-Parganas, to develop their aforesaid premises for



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construction of a Multi-storied Building thereon as per sanctioned plan of the K.M.C. to be sanctioned in the names of the Owners at the costs and expenses of the Developer and after several discussion between the parties herein, the Owners the Developer have agreed to enter into this Development Agreement with Power of Attorney to avoid any future litigation, misunderstanding and dispute in between them and also amongst their respective legal heirs, and successors and legal representatives.

NOW THIS AGREEMENT WEITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1.0

ARTICLE- I DEFINITION

1.1 Owners and the Developer shall include their respective transferees and Nominees.

1.2 Premises shall mean **ALL THAT** piece and parcel of Bastu land, measuring **3 Cottahs 0 Chittaks 13 sq. ft.** together with 500 sq. ft. tiles shed structure standing thereon lying and situated at Mouza- Mamudpur, J.L. No. 7, R.S. No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana- Magura, comprised in Dag No. **145**, appertaining to **Khatian No. 162**, being **K.M.C. Premises No. 99**, Bama Charan Roy Road, P.S, Behala, Kolkata- 7000034, within the limits of the Kolkata Municipal Corporation, ward No. 121, vide **Assessee No. 41-121-01-0114-0**, in the District: South 24- Parganas, together with all user and easement rights on path and passages with all other rights, benefits, privileges, facilities and appurtenances etc. attached therein and thereto.



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1.3 Owners shall mean and include (1) SRI NARAYAN BAYEN son of Late Dushasan Bayen, by faith- Hindu by Nationality- Indian, by occupation- Service, (2) SRI HARAN BAYEN son of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- Service, (3) SMT. ASIMA GUHA wife of Sri Kumar Guha, daughter of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- House wife, (4) SMT. PRATIMA BHANDARI wife of Sri Basudev Bhandari, daughter of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- House wife, (5) SMT. NILIMA MONDAL wife of Sri Jogai Mondal, daughter of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- House wife, (6) SMT. GANGA BAYEN wife of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- House wife, and (7) SMT. JAMUNA BAYEN daughter of Late Kartik Chandra Mondal, by faith- Hindu, by Nationality- Indian, by occupation- House wife, all are residing at 43/10, Bama Charan Roy Road, P.O. & P.S. Behala, Kolkata- 700034, District- South 24-Parganas, and their heirs, executors, successors, legal representatives and/or assigns.

1.4 The Developer shall mean and include S.M. ASSOCIATES a partnership Firm, having its office at 34, Diamond Harbour Road, P.O. Parnasree Pally, P.S. Behala, now Parnasree, Kolkata-700060, District- South 24-Parganas, represented by its partners (1) SRI SUBRATA SARDAR son of Sri Santosh Sardar, by faith- Hindu, by Nationality- Indian, by occupation- Business, and (2) SMT. MOUSUMI SARDAR wife of Sri Subrata Sardar, by faith- Hindu, by Nationality- Indian, by occupation- Business, both residing at 34, Diamond



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Harbour Road, P.O. Parnasree Pally, P.S. Bchala, now Parnasree, Kolkata-700060, District- South 24-Parganas, and its successors - in-office, representatives, administrators, and assigns.

1.5 New Building shall mean and include Residential G+3 storied Building to be constructed on the said premises in accordance with the plan to be sanctioned by the appropriate authority concerned and with necessary additional structures like pump room/space, Meter room/space, etc. if any along with other space or spaces intended for the enjoyment by the occupants of the Building. new building

1.6 Common facilities and amenities shall include corridors, top roof, drainage and sewerage line and connection all plumbing installation, meter, pump, stair-ways, path and passages, one common toilet on the ground floor etc., and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the Building and/or the common facilities or any of them there on as the case may be. The roof and the terraces of the Building shall be enjoyed jointly and undividedly by the Owners and the Developer and their respective nominees and all such common areas to be included as saleable area in respect of Flat or Flats and any other space or spaces in the proposed New Building at the said premises.

1.7 Owners' Allocation shall mean:- The Owners shall be entitled to get free of cost in lieu of their land from the Developer the 4(four) nos. self contained residential 2BHK flats, each measuring more or less 650 sq.

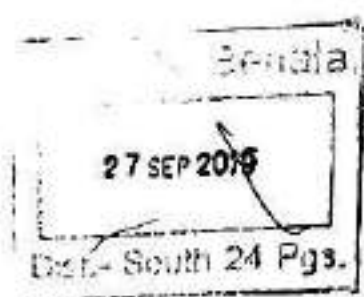


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ft. Super Built up area (i.e. one 2BHK flat on the Ground floor + one 2BHK flat on the First floor + one 2BHK flat on the Second floor + one 2BHK flat on the Third floor) all on the Northern side of the proposed new Building, together with undivided impartible proportionate share or interest in the land at the said premises as more fully described in the **Schedule "A"** hereunder written along with all common facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/Occupiers at the said premises, and in addition to that Developer shall pay a sum of Rs. 1,50,000/- (Rupees one lac fifty thousand) only to the Owners, way of non refundable and/or non adjustable money, of which with execution of this agreement, the Developer has paid a sum of Rs. 1,00,000/- (Rupees one lac) only to the Owners, the receipt of which the Owners do hereby admit and acknowledge as per memo. of Receipt hereunder written, and the balance sum of Rs. 50,000/- (Rupees fifty thousand) only shall be paid by the Developer to the Owners, within 1(one) month from the date of execution of this Agreement with Power of Attorney, and in all to be treated as **Owners' Allocation**, which is more particularly described in the **Schedule "C"** hereunder written.

1.8 **Developer's Allocation** shall mean, save and except the Owners' allocation as aforesaid, **all the remaining constructed area** of the proposed New multi-storied Building, consisting of several flat or flats in several floors and Car-parking space or spaces on the Ground floor together with undivided impartible proportionate share or interest in the land at the said premises as more fully described in the **Schedule "A"** hereunder written along with all common facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/occupiers at the said



premises, to be treated as **Developer's Allocation**, which is more particularly described in the **Schedule "D"** hereunder written.

1.9 Architect shall mean any qualified person who will act as on architect of the said Building for designing and planning of the New Building at the said premises.

1.10 Building plan shall mean such plan or plans for construction of the New Building to be sanctioned by the appropriate authority concerned and shall include any amendment thereto and/or modification thereof.

1.11 Words importing singular shall include plural and vice-versa.

1.12. Transferee shall mean a person or persons firm or association of persons to whom any space in the building has been transferred.

1.13 Words importing masculine Gender shall include feminine and neuter genders, likewise words importing feminine genders shall include masculine and neuter genders.

2.0 ARTICLE-II TITLE AND INDEMNITIES

2.1 The Owners hereby declare that the Owners have marketable title to the said premises and the Owners have good right and title to enter into this agreement with the Developer and the Owners hereby declare that the said premises is free from all encumbrances, liens, charges, mortgage whatsoever.

2.2 The Owners are in physical possession of the premises free from all and any manner of lispens, charges, liens, charges, attachments, claims, encumbrances or mortgages whatsoever.

2.3 The Owners hereby also undertake that the Developer shall be entitled to construct and complete the building on the said premises and to retain



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and enjoy the Developer's Allocation therein without any interruption or interference from the Owners or any person or persons lawfully claiming through or under the Owners as long as the Developer fulfills its part of these presents and the Owners undertake to indemnify and keep the Developer indemnified against all loss and damages and costs, charges and expenses incurred as a result of any breach of this understanding.

2.4 The Developer also undertakes to construct the New G+3 storied building in accordance with the sanctioned Building Plan of the Kolkata Municipal Corporation which is yet to be sanctioned and undertakes to pay any or all damages, penalties and/or compounding fees payable to the authority or authorities concerned relative to any deviation without making the Owners in any way liable for that.

2.4 The Developer shall act as an independent contractor in constructing the Building and undertakes to keep the Owners indemnified from and against all third party claims or compensation and actions arising out of any act or omission of the Developer or any accident in or relative to the construction of the Building.

3.0

ARTICLE - III EXPLOITATION RIGHTS

3.1 Immediately after the execution of this Development Agreement with Power of Attorney, the Developer shall be entitled to deal with the said land on the terms and conditions herein contained and also in accordance with the powers and authorities conferred on the Developer by the Owners for the purpose of development and construction of the Building contemplated in these presents with power to sell, convey and transfer the Developer's share of Allocation, excepting the portion demarcated and/or separately allocated for the Owners as aforesaid, and thereby to enter into an Agreement for sale, lease or let out the various portions of the Developer's Allocation with any intending Purchaser/Purchasers and to receive earnest money and/or any part payment and entire sale proceeds in respect thereof.



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3.2 Demolition of the existing structures of the said premises shall be responsibility of the Developer who shall be entitled to the salvage materials arising there from. The cost, charge and expenses for such demolition and removal of debris and site clearance will be paid, met and borne by the Developer.

3.3 Demolition of the existing structures of the said premises shall be responsibility of the Developer who shall be entitled to the salvage material arising there from. The cost, charge and expenses for such demolition and removal of debris and site clearance will be paid, met and born by the Developer. And before starting the demolishing works, the Developer will provide the Owners for and also for their family temporary accommodations within the vicinity, and the total rent of (Rs. 12,000)- (Rupees twelve thousand) only for such alternative temporary accommodation shall be borne by the Developer from the date of the demolition of the existing Building till the delivery of possession of the Owners' allocation to the Owners in the newly built Building.

3.4 The Owners have given the Developer necessary License and permission to enter into the said premises and they have delivered and/or handover the peaceful vacant possession of the said property unto and in favour of the Developer.

4.0

ARTICLE -IV-BUILDING

4.1 The Developer shall have exclusive right at its own costs to construct the said New Building in the said premises in accordance with the sanctioned plan without any hindrance or obstruction from the Owners or any person claiming through them as long as the Developer fulfills the terms and conditions of these presents. The Type of construction will be as mentioned in the Schedule-'B' herein after. The Developer shall ensure that the Building conform to Class-I standard Building specifications.



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4.2 The Developer shall install and provide in the Building at its own costs, underground and overhead water Reservoir and other facilities and amenities as normally contained in G+3 storied Building, to make the same totally and absolutely habitable.

4.3 The Developer hereby undertakes to construct the Building diligently and expeditiously and handover the Owners' Allocation to the Owners within 18(eighteen) months from the date of sanction of the Building Plan or obtaining vacant physical possession of the said premises whatsoever whichever is later, subject to force majeure.

5.0 ARTICLE-V - CONSIDERATION & SPACE ALLOCATIONS

5.1 In consideration of the Owners having agreed to grant an exclusive right to the Developer to commercially exploit the premises by constructing the new Multi-Storied Building as per Sanction Building Plan of the K.M.C., the Owners shall be entitled to get Owners' Allocation, as more fully and particularly mentioned and described in the SCHEDULE "C" hereunder written and save and except the Owners' Allocation the remaining constructed area of the New Building and ever, part thereof and rights and properties appurtenant thereto shall be treated as the Developer's Allocation, as more fully and particularly mentioned and described in the SCHEDULE "D" hereunder written.

5.2 The Developer and the Owners and their respective nominees shall use the roof undividedly as common portions and if in near future for any change of any rule, the civic authority give permission for any further construction in that case the Owners and the Developer shall be entitled to enjoy such benefits.

5.3 The Owners shall be entitled to use and enjoy individually or to transfer or dispose of the Owners' Allocation in the New Building proposed to be constructed at the said premises without any disturbance from the Developer



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with the exclusive right to enter into an Agreement for sale and transfer the same without any claim, demand, interest whatsoever or howsoever from the Developer or any person or persons lawfully claiming through the Developer, who shall not in any way interfere with or disturb the quiet and peaceful possession of the Owners' Allocation however the possession of the same shall be given only after finally handing over the Owners' Allocation to the Owners by the Developer.

5.4 The entire buildings shall be of uniform construction with the standard materials as per specification as sanctioned by the Kolkata Municipal Corporation as more fully and particularly described in the **SCHEDULE "B"** hereunder written.

5.5 The Developer shall use standard quality of materials for the construction of the entire Building. The Owners shall have authority to inspect the quality of the materials if so desired and the Developer shall in no way obstruct the Owners or their Agent from making such inspection, at any point of time of such construction as may be desired by the Owners.

5.6 The Developer shall be exclusively entitled to the Developer's Allocation in the said proposed New Building without in any way disturbing the common facilities situated thereon with the exclusive right to deal with, Sale, enter into Agreement(s) for sale or any other way transfer of the same without any claim, demand, interest, interruption whatsoever or howsoever of the Owners and/or any person or persons lawfully claiming through them shall not disturb the quiet and peaceful possession and enjoyments of the Developer's Allocation and the Developer shall solely be entitled to receive any Booking Money, Part payment, Advance, earnest money and the entire Sale Proceeds, from any intending purchaser or purchasers in respect of Developer's Allocation only.



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ARTICLE-VI - COMMON FACILITIES

6.0

6.1 All rates and taxes and outgoing if any in respect of the said premises shall be borne and paid in the manner following:-

- (a) By the Owners up to the execution of this Agreement.
- (b) During the execution of this Project the entire tax shall be paid by the Developer.
- (c) After completion/handover Owners' Allocation, by the Owners and/or Purchaser of the Owners' Allocation and by the Developer and/or by the Purchasers of the Developer's Allocation.

6.2 As soon as the Owners' Allocation in the New Building is complete in habitable condition, the Developer shall give written notice to the Owners to take possession of the Owners' Allocation in the said Building and from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all Municipal and property taxes, rates and duties, dues and other statutory outgoings and impositions whatsoever (hereinafter for the sake of brevity collectively referred to as 'the said rates') payable in respect of the said Owners' Allocation. Similarly as and from the said date, the Developer or its nominee or nominees shall be exclusively responsible for payment of all the said rates in respect of the Developer's Allocation. The said rates are to be apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole. The Certificate of the Architect in respect of the said Building as to its completion and measurement in terms whereof and the quality of the material used therein shall be final and binding on the parties.

6.3 At and from the date of service of the Notice of possession, the Owners and the Developer shall also be responsible to pay and bear and shall pay the proportionate in terms and on the same basis hereinabove the service charge for the common facilities in the building payable with respect of their respective allocation, the said charges to including premium of the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation, maintenance operation and repair and removal charges for bill



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collection and management of common facilities, renovation, replacement, repair and the maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switch, gear, pumps, motors and other electrical and mechanical installations, appliances and equipments, stair ways, lift and lift accessories, corridors, passage ways, paths ways and other common facilities whatsoever including creation of a sinking fund.

7.0

ARTICLE VII-MISCELLANEOUS

7.1 The Owners and the Developer have entered into this Agreement purely on a Principal to Principal basis and nothing stated herein shall be deemed or construed as a Partnership between the parties or as a Joint Venture between them nor shall be Developer and the Owners in any manner constitute as Association of persons. The parties hereto entered into this Agreement for their separate mutual benefits and interest. ✓

7.2 It is understood that from time to time to enable the construction of the proposed New Building by the Developer various acts, deeds, and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required legally to be signed or made by the Owners to which no specific provisions has been made herein. The Owners hereby authorized the Developer to do all such acts being required by the Developer in this behalf to execute any such additional power or powers of Attorney and/or her authorization or authorizations as may be legally required by the Developer for the purpose as also undertakes to sign and execute all such additional application or other documents as may be required for the purpose which will be expressly stated herein shall not in any way prejudice the interests of the Owners detailed hereinabove.

7.3 The Developer shall in consultation with the Owners be entitled to frame a scheme for the management and administration of the said Building



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and/or common parts thereof. The Developer shall issue written notice to the Owners inviting the Owners to take possession and upon expiry of seven days from the date of receiving the notice thereof if the Owners willfully fails or neglects to take possession of their Allocation in the new Building, it will be treated and/or deemed that the possession of the Owners' Allocation has been duly handed over to the Owners.

7.4 Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand against receipt thereof or sent by prepaid registered Post at the address given herein above and shall likewise be deemed to have been served on the Developer if delivered by hand against receipt thereof or sent by prepaid registered post to office of the Developer at the address given above.

7.5 Be it mentioned here that during the construction of the Building and till the Developer's share of allocation is fully disposed of the Developer shall always remain as the Owners of the entire structural area in the proposed new building as would be constructed by the Developer by its own costs and expenses and after handing over the vacant possession of the Owners' Allocation the Ownership of the Owners will automatically changed to the extent that the Owners will be the Owners of structural area of their Allocation together with undivided proportionate share or land attributable to the said structural area and in consideration of which the Owners or their duly authorized Attorney shall sell, convey and transfer the remaining undivided proportionate share of land attributable to the structural area of the Developer's Allocation either to the Developer or to its Nominee or Nominees being the Purchaser or purchasers of Flats/Spaces without taking any other or further consideration save and except the Owners' Allocation either from the Developer or from its Nominee or Nominees.



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8.0

ARTICLE VIII - MUTUAL OBLIGATION

8.1 The Developer undertakes that it will complete the building within the time Stipulated hereinabove except the circumstances beyond its control.

8.2 The Owners covenant with the Developer that in case the project is neglected, delayed or otherwise fails due to breach of contract and/or default on the part of the Owners, then in that event Developer shall be entitled to compensation for all expenses incurred by it, which will be assessed by the Valuer to be appointed there by the Developer.

8.3 The Owners undertakes not to transfer, mortgage, charge the said property nor shall lease in any way or encumber the said land or property which is the subject of this Agreement in any manner whosoever during the subsistence of this Agreement but the Developer shall have the right and liberty to mortgage and/or create charges in respect of Developer's Allocation before any Nationalized Bank or private Bank but in such cases the Owners shall not be financially liable or responsible and if required the Owners shall sign to in necessary papers and documents to that effect.

As per requirement and at the request of the Developer the present Owners shall always be ready to sign and execute all necessary papers, documents and Deed of conveyances in respect of Developer's Allocation unto and in favour of any intending purchaser(s), as to be nominated by the Developer.

8.4 That the Owners shall not be liable for any bad workmanship of the proposed Building at the said premises and shall also not be liable and responsible for any monetary transaction with the Nominee or Nominees of the Developer.

8.5 In case of breach of any of the provisions herein, the party in breach of contract shall be liable to pay such damages as shall be determined by the Tribunal as mentioned in Clause 8.6 herein below, but no party shall be



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entitled to terminate this Agreement without the consent of the other party in writing.

8.6 All disputes between the parties relating to this Agreement or its interpretation shall be referred to the Arbitration of such a person as mutually agreed (the "tribunal"). In case no agreement can be reached in selecting such a suitable person, the Tribunal shall consist of Multi Arbitrators, one each to be appointed by the parties and the third to be appointed by the said two Arbitrators so appointed, whose decisions shall be final and accepted by both the parties. 15/10
Arbitration

8.7 The Tribunal shall proceed summarily and not give any reason for its Award and may give interim Awards and/or direction. The Tribunal may avoid such rules, procedures and/or evidences which can be lawfully avoided by the mutual consent of or directions of the parties, such consent or direction will be deemed to have been hereby given. The language of the Tribunal shall be English and its proceedings will be held in Kolkata unless otherwise agreed. The award of the Tribunal shall be final and binding upon the parties.

8.8 That the Owners have this day handed over the title deed, and all other original documents relating to the property to the Developer against proper receipt.

8.9 That the name of the Building shall be decided by both the parties on mutual consent.

9.0

ARTICLE-IX- TIME FOR COMPLETION

9.1 Under all circumstances and notwithstanding anything mentioned before or after the developer has assured to complete construction of the proposed new Building within 18(eighteen) months from the date of obtaining sanctioned building plan or from the date of delivery of physical possession of the said premises, whichever is later, subject however to standard International Force Majeure condition in which case the Developer shall not be held liable for any delay in completion, but the Owners shall not be



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entitled to cancel and/or rescind this agreement and upon construction and completion of the Building the Developer shall handover and/or deliver the khas possession of the Owners' Allocation to the Owners by issuing Possession Letter with the Letter Pad of the Developer.

10.0

ARTICLE - IX - FORCE MAJEURE

10.1 The parties hereto shall not be considered to be liable for any collection hereunder to the extent of the performance of the relative obligations prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of force Majeure.

10.2 Force Majeure shall mean flood, earth-quake, riot, war, storm, tempest, Cyclone, civil commotion, strike and/or any other act or commission beyond the reasonable control of the parties, and in such situation the period of construction and completion of the proposed new Building shall be extended on mutual discussion of the parties.

AND FURTHER to give effect of the aforesaid Agreement for smooth progress of construction and other related matter and things we the Owners herein feel it necessary and expedient to appoint the aforesaid S.M. ASSOCIATES a partnership Firm, having its office at 34, Diamond Harbour Road, P.O. Parnasree Pally, P.S. Behala, now Parnasree, Kolkata-700060, District- South 24-Parganas, as our Attorney in our names and on our behalf and hence

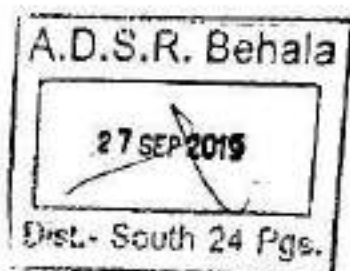
KNOW ALL MEN BY THESE PRESENTS We (1) SRI NARAYAN BAYEN son of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- Service, (2) SRI HARAN BAYEN son of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- Service, (3) SMT. ASIMA GUHA wife of Sri Kumar Guha, daughter of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- House wife, (4) SMT. PRATIMA BHANDARI wife of Sri Basudev Bhandari, daughter of Late Dushasan Bayen, by faith- Hindu, by Nationality- Indian, by occupation- House wife, (5) SMT. NILIMA MONDAL wife of Sri Jogai Mondal, daughter of Late Dushasan



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Bayen, by faith- Hindu, by Nationality- Indian, by occupation- House wife,
 (6) SMT. GANGA BAYEN wife of Late Dushasan Bayen, by faith- Hindu, by
 Nationality- Indian, by occupation- House wife, and (7) SMT. JAMUNA
BAYEN daughter of Late Kartik Chandra Mondal, by faith- Hindu, by
 Nationality- Indian, by occupation- House wife, all are residing at 43/10,
 Bama Charan Roy Road, P.O. & P.S. Behala, Kolkata- 700034, District-
 South 24-Parganas, do hereby nominate, constitute and appoint S.M.
ASSOCIATES a partnership Firm, having its office at 34, Diamond Harbour
 Road, P.O. Parnasree Pally, P.S. Behala, now Parnasree, Kolkata-700060,
 District- South 24-Parganas, represented by its partners (1) SRI SUBRATA
SARDAR son of Sri Santosh Sardar, by faith- Hindu, by Nationality- Indian,
 by occupation- Business, and (2) SMT. MOUSUMI SARDAR wife of Sri
 Subrata Sardar, by faith- Hindu, by Nationality- Indian, by occupation-
 Business, both residing at 34, Diamond Harbour Road, P.O. Parnasree Pally,
 P.S. Behala, now Parnasree, Kolkata- 700060, District- South 24-Parganas,
 to be our true and lawful ATTORNEY for us in our names and on our behalf
 to do and execute and perform or cause to be done, executed and performed
 all or any of the following acts, deeds and things, that is to say:-

(1) To look after, manage, control, supervise and develop our property of
 which we, the executants herein, are the and absolute rightful joint owners in
 respect of ALL THAT piece and parcel of Bastu land, measuring more or less
 3 Cottahs 0 Chittaks 13 sq. ft. together with 500 sq. ft. tiles shed structure
 standing thereon lying and situated at Mouza- Mamudpur, J.L. No. 7, R.S.
 No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana- Magura,
 comprised in Dag No. 145, appertaining to Khatian No. 162, being K.M.C.
 Premises No. 99, Bama Charan Roy Road, P.S. Behala, Kolkata- 7000034,
 within the limits of the Kolkata Municipal Corporation, ward No. 121, vide



Assessee No. 41-121-01-0114-0, in the District: South 24-Parganas, together with all user and easement rights on the paths and passages and all other rights and facilities appurtenant thereto, which is more fully and particularly mentioned and described in the SCHEDULE "A" hereunder written.

(2) To enter into the said Premises and to develop the same for construction of a New Multi-storied Building after demolishing the existing old structures at the said premises and to that effect to engage Engineer and/or Architect and thereby to prepare Building plan through Engineer and to sign & submit the same for necessary sanction before the Kolkata Municipal Corporation, and also to sign in the modified plan and other necessary papers as would be required and to submit the same to the Kolkata Municipal Corporation, in our names and on our behalf for obtaining necessary sanction and for that purpose to deposit any fees and also to sign all other necessary papers and documents in respect thereof.

(3) To represent us before all concerned authorities including the Kolkata Municipal Corporation for water connection, drainage and sewerage connections etc. and to take New Electric Meter and service connection from the Calcutta Electric Supply Corporation Ltd. as the Owners of the said premises and in connection with all matters relating thereto for that purpose to sign and execute all necessary papers, applications forms and documents, as are reasonably required, in our names and on our behalf.



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(4) To make sign and verify all applications or objections before the appropriate authority or authorities concerned for all and any license, permission, No-objection or etc. required by law in connection with the management and development of our aforesaid property.

(5) To appoint and dismiss staff and workers and to settle their remuneration and others of the office and to dismiss and suspend them.

(6) That our said Attorney shall have the right to enter into any Agreement for sale with any intending purchaser or purchasers for sale of Developer's share of Allocation, as per terms of the this Agreement excepting the Owners' Allocation of the proposed New Building, all the remaining constructed area in the New Proposed Building comprising several flat or flats, shop or shops, space or spaces, and car parking spaces together with undivided impartible proportionate share or interest in the land along with common rights, facilities and benefits in the common parts and service areas at the said premises and to that effect to receive earnest money, any part payment including the entire sale proceeds from the intending purchaser/purchasers and to give receipt(s) thereof and to discharge for the same and the entire sale proceeds shall be credited in the account of the Developer/Firm.

(7) That our Attorney shall sign and execute all Agreement(s) for sale, Deed(s) of conveyance, any declaration, boundary declaration, Deed of Gift and/or any other documents and to admit execution and present all such Agreements, Deeds and documents before the concerned Registration offices and to that effect to sign and execute all necessary papers and documents for



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complete registration unto and in favour of such intending purchaser or purchasers and to handover and/or deliver peaceful vacant possession of the Developer's Allocation only in our names and on our behalf.

(8) That by virtue of this power of Attorney our said appointed attorney shall have the absolute right and liberty to **sell the Developer's share Allocation**, which is more fully and particularly mentioned and described in the **SCHEDULE "D"** hereunder written, or any part thereof at any price or consideration as our said Attorney think fit and proper.

(9) That our said Attorney shall make, sign and verify all applications or objections, Vokatnama and Affidavits to appropriate authorities for all licenses, permissions or consents etc. required by law in connection with management of our aforesaid property.

(10) To appear and represent us before all courts, either Civil, Criminal, original or revenue, Revisional or appellate and also before Registration Offices/authorities concerned and all departments of the Govt. or Semi Govt. and to sign and verify all applications, petitions, Vokatnamas, Povernamas etc. to file complaints, petitions, applications written statements, appeals, or objections statements before any Magistrate or before any sub-Judge, Sessions Judge, District Judge, High Court etc. in our names and on our behalf and to that effect to sign and execute all such papers, petitions, documents, applications etc. as and when shall be reasonably required relating to our said property as and when our said Attorney shall deem fit and necessary at its absolute discretion.



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(11) To engage appoint and constitute any pleader, Advocate or any other legal practitioner or any Agent whenever our said Attorney shall think fit and proper.

(12) To defend and contest all cases, suits and proceedings if institute by any person or persons authority against us relating to our said property. And to sign and execute the Building plan and also submit the same before the Kolkata Municipal Corporation authority concerned, in our names and on our behalf.

(13) To receive and acknowledge any summons or notices relating to the said property and to reply thereof in our names and on our behalf.

(14) That our said Attorney shall take all initiative to mutate the said property in our names before the Kolkata municipal Corporation, B.L. & L.R.O. concerned, or before any other appropriate authority concerned, and also to obtain necessary permission, consent and no-objection in any matter relating to our property from the Kolkata Municipal Corporation, K.M.D.A., K.I.T., CESC. Ltd., B.L. & L.R.O. concerned, any other Govt. or Semi-Govt. office/authority concerned etc. for all purposes relating to development of our said property by constructing a New Building thereon.

(15) To appoint and engage on our behalf Pleaders, Lawyers, Advocate or Solicitors whenever our said Attorney shall think fit and proper and to discharge and/or terminate his or their appointment.

(16) That by virtue of this Development Agreement with Power of Attorney our said appointed Attorney shall have the absolute right and liberty to issue No-Objection certificate on our behalf to mortgage the Developer's share of



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Allocation before any Nationalized Bank, Private Bank or any other Financial Institution.

AND GENERALLY to do all acts, deeds, things and matters which are in the opinion of our said Attorney ought to be done and all acts, deeds and things lawfully done by our said Attorney shall be construed as acts, deeds and things done by us as if we were present and done the same by ourselves.

AND We do hereby ratify and confirm and agreed all act or acts, deed or deeds of our said Attorney which they shall lawfully do, execute or perform or cause to be done, executed and/or performed in terms of this Power of Attorney.

SCHEDULE - "A" REFERRED TO ABOVE

(i.e. the entire premises)

ALL THAT piece and parcel of Bastu land, measuring more or less 3 Cottahs 0 Chittaks 13 sq. ft. together with 500 sq. ft. tiles shed structure standing thereon lying and situated at Mouza- Mamudpur, J.L. No. 7, R.S. No. 196, collectorate Touzi No. 411, 32, 26, & 27, Pargana- Magura, comprised in Dag No. 145, appertaining to Khatian No. 162, being K.M.C. Premises No. 99, Bama Charan Roy Road, P.S, Behala, Kolkata- 7000034, within the limits of the Kolkata Municipal Corporation, ward No. 121, vide Assessee No. 41-121-01-0114-0, in the District of South 24-Parganas, together with all user and easement rights on path and passages with all other rights, benefits, privileges, facilities and appurtenances etc. attached therein and thereto, which is butted and bounded as follows:-

ON THE NORTH : Property of Amal Mondal & others.

ON THE SOUTH : 14' ft. wide K.M.C. Road.

ON THE EAST : Land of Smt. R. Mukherjee.

ON THE WEST : Land & House of Phani Purkait.

SCHEDULE 'B' ABOVE REFERRED

Details of fixture, fittings, standard materials etc. to be provided in the Owners' Allocation:-

1. Entire Flooring of the Flat will be made by Marble.
2. Kitchen/Toilet Floor will be of marble, wall-Tiles up to 6' Feet will be provided.
3. In the kitchen one cooking platform of black stone with granite top shall be provided for two flats only, and wall Dado of Glazed Tiles up to 2'-6" Height over the platform and one basin and one sink will be provided and one Tap for sink and basin purpose.
4. Height of the flat will erected as per sanction Building Plan.
5. Door: All doors of the flat will be of wooden Frame with Flush Doors Commercial ply.
6. Window: Steel Framed/Aluminum sliding including fixing Glass with Grills will be provided.
7. Interior walls will be finished with plaster of Paris and outside wall shall be painted with weather cote colour. And a new Lift, lift room and lift accessories, shall be provided in the propose new Building.
8. In the Toilet, one Western Commode with cistern. In addition to this one basin two tap connections shall be provided and in the W.C. one Western commode and one tap, and fittings of toilet & W.C. shall be of standard band.
9. Concealed wiring with points as under:-

- (a) Bed Room : 2 Light points, 1 fan point, 1 Plug point (5 Amp).
- (b) Toilet : 1 light point, 1 plug point (15 Amp.), one Geiger point and 1 washing machine point.
- (c) Kitchen : 1 light point, 3 plug points, 1 exhaust fan point, (one 5 Amp.)
- (d) Drawing & Dining : 2 Light points, 1 fan point, 3 plug Points (5 Amp. & 15 Amp.,)
- (e) Balcony : 1 light point.
- (f) Calling Bell connection in each flat above/beside the door frame.
- (10) Special Fittings as per Owners' choice will be provided at entire cost of the Owners in advance.

SCHEDULE "C" ABOVE REFERRED
(i.e. Owners' Allocation)

Owners' Allocation shall mean, The Owners shall be entitled to get free of cost in lieu of their land from the Developer the **4(four) nos. self contained residential 2BHK flats, each measuring more or less 650 sq. ft. Super Built up area (i.e. one 2BHK flat on the Ground floor + one 2BHK flat on the First floor + one 2BHK flat on the Second floor + one 2BHK flat on the Third floor)** all on the Northern side of the proposed new Building, together with undivided impartible proportionate share or interest in the land at the said premises as more fully described in the **Schedule "A"** hereunder written along with all common facilities and amenities, benefits and privileges in the

common parts and service areas along with other flat Owners/Occupiers at the said premises, and in addition to that Developer shall pay a sum of Rs. 1,50,000/- (Rupees one lac fifty thousand) only to the Owners, way of non refundable and/or non adjustable money, of which with execution of this agreement, the Developer has paid a sum of Rs. 1,00,000/- (Rupees one lac) only to the Owners, the receipt of which the Owners do hereby admit and acknowledge as per memo. of Receipt hereunder written, and the balance sum of Rs. 50,000/- (Rupees fifty thousand) only shall be paid by the Developer to the Owners, within 1(one) month from the date of execution of this Agreement with Power of Attorney, and in all to be treated as Owners' Allocation.

SCHEDULE "D" AS REFERRED TO ABOVE

(Developer's Allocation)

Developer's Allocation shall mean, save and except the Owners' allocation as aforesaid, **all the remaining constructed area** of the proposed New multi-storied Building, consisting of several flat or flats in several floors and Car-parking space or spaces and Shop or shops on the Ground floor together with undivided impartible proportionate share or interest in the land at the said premises as more fully described in the Schedule "A" hereunder written along with all common facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/occupiers at the said premises, to be treated as Developer's Allocation.

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

SIGNED, SEALED AND DELIVERED

By both the parties at Kolkata

In Presence of :-

WITNESSES :-

1. *Prabir Kumar Roy*
Advocate
High Court, Calcutta.

Narayan Bayen

Haran Bayen

Asima Chakrabarti
Pratima Bhattacharya

Nilima Mandal

LTi of Ganga Bayen
By the pen of
Subhajit Bayen

LTi of Jamuna
Bayen. By the
pen of Subhajit

SIGNATURE OF THE OWNERS Bayen

2. *Alok Biswas*
Advocate
Alipore court
KOL-27

S. M. Associates
Mousumi Sanyal
Subrata Sanyal
Partner

SIGNATURE OF THE DEVELOPER

Drafted by me:-

Alok Biswas

Advocate

Alipore Police Court, Kolkata- 700027.
Enrolment No. WB- 135/2003.

MEMO. OF RECEIPT

RECEIVED of and from the within named Developer/Party of the other part, the within mentioned sum of Rs. 1,00,000 /- (Rupees one lac) only as and by way of part payment of the Agreed sum of non-refundable and non-adjustable advance, as per terms of this Agreement in the manner as per memo. below:-

By cheque No. 000362 dt. 16.09.19 --- Rs. 50,000/-
drawn on Kotak Mahindra Bank

By cheque No. 000361 dt. 16.09.19 --- Rs. 50,000/-
drawn on Kotak Mahindra Bank

Total Rs. 1,00,000/-

Narayan Bayen

Haron Bayen

Nikma Mondal

Asima Guha

Pratima Bhattacharya

In presence of:
WITNESSES :-

1.

Pratik Kumar

LTI of Ganga Bayen

By the pen of Subhajit Bayen



LTI of Jyoti Bayen
By the pen of Subhajit Bayen

SIGNATURE OF THE OWNERS

2. Aloke Biswas
Advocate

Narayan Bayen



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Left Hand					
Right Hand					

Name :-

Signature.....*Nerpyun Boyen*.....



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Left Hand					
Right Hand					

Name :-












Signature.....*Harsan Boyen*.....



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Left Hand					
Right Hand					












Name :-

Signature.....*Asima Guba*.....

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	Right Hand					

Name :-

Signature: Pratima Bhandari

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	Right Hand					

Name :-

Signature: Kulma Mondal

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	Left Hand					
	Right Hand					

Name :-

Signature: 

LTI of Ganga Bayen
By the pen of
Subhajit Bayen

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Name :-

LTI of Jamuna Bayen
By the pen of
Subhajit BayenSignature.....

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Name :-

Signature...Subrata Sarker.....

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HandRight
Hand

Name :-

Signature...Manuvin Sarker.....



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