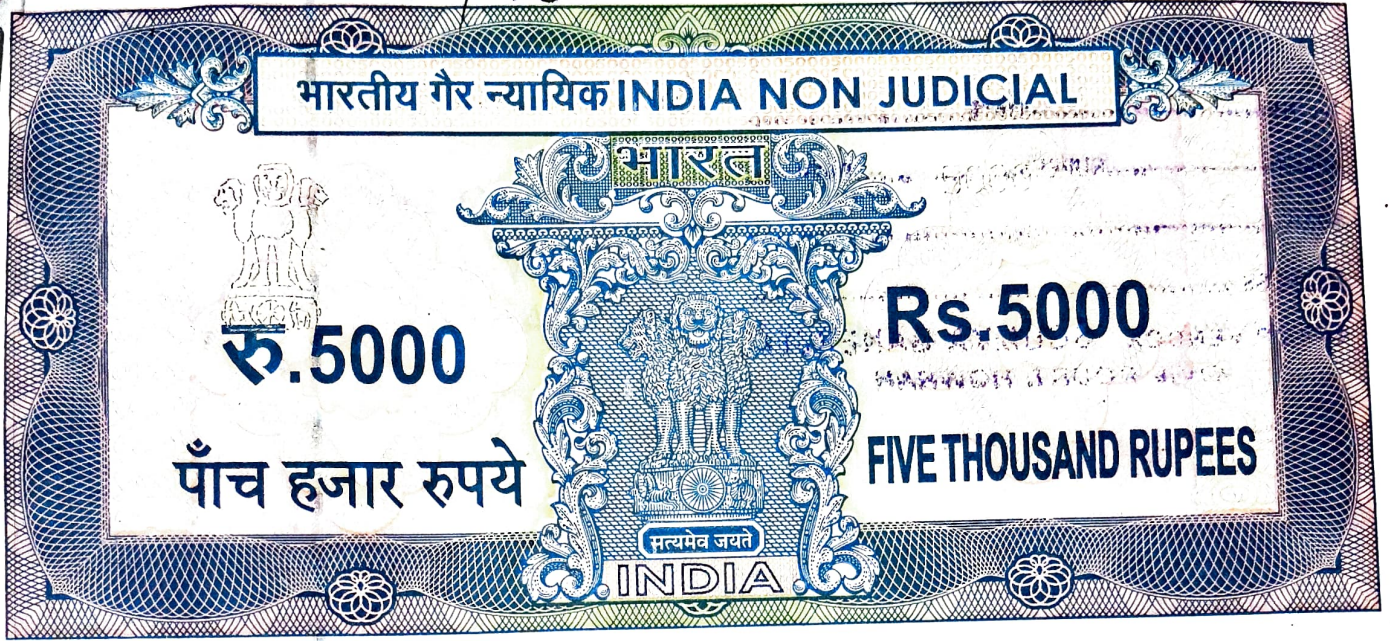


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Certified that the Document is admitted to
Registration The Signature Sheet and the
endorsement sheets attached to this document
are the part of the Document.



ADDITIONAL REGISTRAR OF
ASSURANCES-II, KOLKATA

Additional Registrar
of Assurances II Kolkata

20 JUN 2025

SUPPLEMENTARY

DEVELOPMENT AGREEMENT-CUM-DEVELOPMENT

POWER OF ATTORNEY

POLICE STATION-SHYAMPUKUR, KOLKATA

**THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT CUM
DEVELOPMENT POWER OF ATTORNEY** is made on this 20th the day of
June, Two Thousand Twenty Five (2025)

BETWEEN

Contd.....

5639

19/6/25

SL. No. DATE

VALUE..... RUPEES..... PAISE.....

NAME.....

ADDRESS.....

STAMP VENDOR - SOUMYA BANERJEE
CIVIL COURT, HOWRAH

Construction
Sankin
Ham



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1-5-2025

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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

20 JUN 2025

(1) **SRI KUMUD MISHRA** (PAN : AEUPM4071M & AADHAAR NO. 3582 1338 7825), Son of Late Krishna Kumar Mishra, by faith – Hindu, by Nationality – Indian, by occupation – Service, residing at BE-8, Flat No. A/8, Charulata Apartment, Rabindra Pally, Prafullya Kanan, North 24-Parganas, Pin Code – 700101, (2) **SRI KUNAL MISHRA** (PAN : AITPM2007N & AADHAAR NO. 8340 2026 2097), Son of Late Krishna Kumar Mishra, by faith – Hindu, by Nationality – Indian, by occupation – Service, (3) **SMT. RAVIKANTA MISHRA** (PAN : BGTPM0200J & AADHAAR NO. 6302 6227 9227), Wife of Late Krishna Kumar Mishra, by faith – Hindu, by Nationality – Indian, by occupation – Household Duties, both are residing at 28G, 'Nalin Sarkar Street', P.O. – Shyambazar, P.S. – Shyampukur, Kolkata – 700004, (4) **SRI GOUTAM ROY** (PAN : ACIPR9516J, AADHAR No 2676 1720 0637), Son of Late Anadi Nath Roy, by faith – Hindu, by Nationality – Indian, by Profession – Retired Person, residing at 28A, 'Nalin Sarkar Street', P.O. – Shyambazar, P.S. – Shyampukur, Kolkata – 700004, hereafter called and referred to as **OWNERS/PRINCIPALS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

AND

"M/S VERMA CONSTRUCTION " (PAN-AAXFV5075B) a Partnership firm having its office at 44B, Baghbazar Street, Room No. 2, Kolkata, PIN-700003, represented by its Partners (1) **SRI MANOJ KUMAR VERMA, PAN-AECPV4068D, AADHAAR NO. 9375 7759 3828**, son of Sri Ram Verma, by faith Hindu ,by nationality Indian , by occupation Business, residing at 9 Debendra Nath Mitra Lane, P.S.-Golabari, P.O-Salkia Howrah-711106 (2) **SRI BIJAY KUMAR BHARTIA (PAN-AEAPB6491G, AADHAAR NO6467 9568 4550)**, son of Late Shrawan Kumar Bhartia, by faith Hindu, by Nationality Indian, by occupation Business, residing at 48/10, Jessore Road, Tulsi Dham Complex, Rupali Apartment, Flat No. 5G, Kolkata, PIN-700055, hereinafter called and referred to as the **DEVELOPERS/ATTORNEY** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART;**

Contd.....

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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

20 JUN 2025

The recitals in respect of the property owned and possessed by the Owners/First Part No. 1 to 3 herein :-

WHEREAS By a registered Deed of Conveyance dated 14.02.1934 the then owner Pandit Chhottolal Mishra, conveyed and transferred All that a piece and parcel of bastu land measuring an area of 04 Cottahs 01 Chittack 36 Square feet, be the same a little more or less along with two storied structure, comprised in at present K.M.C. Premises No. 28G & 28H, Nalin Sarkar Street, P.O. – Shyambazar, P.S. – Shyampukur, within the limits of Kolkata Municipal Corporation under Ward No. 11, Kolkata – 700004, to Baijanath Mishra and his two sons namely Girdharilal Mishra and Beharilal Mishra jointly and delivered possession of that property to the said Purchasers and that the said Deed of Conveyance has been registered in the office of Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No. 46, being Deed No. 617 for the year 1934.

AND WHEREAS the above named three Purchasers viz. Baijanath Mishra, Girdharilal Mishra and Beharilal Mishra now deceased while seized and possessed the above-mentioned purchased jointly having undivided 1/3rd share thereof they jointly mutated their name in respect of above-mentioned bastu land along with old residential two storied building lying thereon in the Assessment register of the then Calcutta Municipal Corporation as owners and occupiers which were subsequently assessed and numbered as 28G & 28H, Nalin Sarkar Street, P.O. – Shyambazar, P.S. – Shyampukur, within the limits of Kolkata Municipal Corporation under Ward No. 11, Kolkata – 700004.

AND WHEREAS Out of the above mentioned three owners, Baijanath Mishra having undivided 1/3rd share died on 04.10.1940 leaving behind his aforesaid surviving two sons namely Girdharilal Mishra and Beharilal Mishra, as his legal heirs and successors and thus they jointly inherited undivided 1/3rd share of their father Baijanath Mishra and thereby Girdharilal Mishra and Beharilal Mishra became joint owners of the above mentioned properties each having undivided ½ share thereof and they jointly possessed those properties.

AND WHEREAS Subsequently Girdharilal Mishra having undivided $\frac{1}{2}$ share in aforesaid properties, he died intestate on 27th Sawan 2001 Vikram Sambat corresponding to 12.08.1944 leaving behind his wife Shanti Devi and two sons viz. Ajit Kumar Mishra and Krishna Kumar Mishra, as his legal heirs and representatives who jointly inherited undivided $\frac{1}{2}$ share of above mentioned properties of 28G & 28H, Nalin Sarkar Street, P.O. – Shyambazar, P.S. – Shyampukur, within the limits of Kolkata Municipal Corporation under Ward No. 11, Kolkata – 700004, left by deceased Girdharilal Mishra.

AND WHEREAS while Beharilal Mishra having $\frac{1}{2}$ share and aforesaid Shanti Devi and his two sons namely Sri Ajit Kumar Mishra and Krishna Kumar Mishra having jointly $\frac{1}{2}$ share seized and possess the above mentioned properties due to their inconvenience and difficulty in joint possession and enjoyment of the above mentioned properties, they amicably settled to make amicable partition of the said above mentioned properties on 4th June, 1959, amongst the above mentioned Co-sharers above named and as per terms and conditions of said amicable partition, the properties of Premises No. 28G, Nalin Sarkar Street, Calcutta at present Kolkata with building and property of Premises No. 28H, Nalin Sarkar Street, Calcutta at present Kolkata were separated by erecting partition wall in extension of the existing partitioned wall on the staircase across the room on the ground floors and likewise across the room on the first floor like partition wall in existence of the roof whereas the back portion southern portion of the above mentioned premises No. 28H, Nalin Sarkar Street, Calcutta was exclusively allotted to the said Beharilal Mishra in his $\frac{1}{2}$ share and thus, said Beharilal Mishra became absolute owner and possessor of aforesaid property and aforesaid other co-sharers namely Shanti Devi and his two sons namely Sri Ajit Kumar Mishra and Krishna Kumar Mishra jointly got possession of premises No. 28G, Nalin Sarkar Street, Calcutta separately in their joint $\frac{1}{2}$ th share as mentioned in details above.

AND WHEREAS after amicable partition on mutual settlement between and by consent of the aforesaid co-sharers thereto in the aforesaid manner, while possessing and enjoying their respective properties, one of the co-sharers Beharilal Mishra who was absolutely possessing and enjoying 28H, Nalin Sarkar Street, Calcutta died intestate on 05.10.1966

leaving behind his surviving his wife namely Sarla Devi, three married daughters namely Usha Sharma, Geeta Dutta and Asha Markandeyand only son Hira Nand Mishra, as his legal heirs and legal representatives who jointly inherit the same among with other properties.

AND WHEREAS to avoid various hurdle and further complication by and between the aforesaid co-sharers and their legal representatives and for legalization the amicable partition as per law, one registered Partition Deed dated 30.06.1983 was executed by and between the all the aforesaid co-sharers as per terms and condition of aforesaid amicable partition which is duly registered at Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No. 224, Pages from 64 to 76, being Deed No. 6355 for the year 1983 and to that effect aforesaid Shanti Devi and her two sons namely Sri Ajit Kumar Mishra and Krishna Kumar Mishra got sixteen annas right, title and interest over the Premises No. 28G, Nalin Sarkar Street, P.O. – Shyambazar, P.S. – Shyampukur, within the limits of Kolkata Municipal Corporation under Ward No. 11, Kolkata – 700004.

AND WHEREAS while the said Shanti Devi and her two sons namely Sri Ajit Kumar Mishra and Krishna Kumar Mishra were jointly seizing possessing and enjoying the aforesaid property, Shanti Devi died on 28.11.1993 leaving behind her aforesaid surviving two sons namely Sri Ajit Kumar Mishra and Krishna Kumar Mishra, as her legal heirs who having thus equally inherited undivided 1/3rd share of their mother since deceased and his two sons Sri Ajit Kumar Mishra and Krishna Kumar Mishra jointly got possession of premises No. 28G, Nalin Sarkar Street, Calcutta separately in their joint ½ share as mentioned in details above.

AND WHEREAS to avoid prolixity of aforesaid property of 28G, Nalin Sarkar Street, P.O. – Shyambazar, P.S. – Shyampukur, within the limits of Kolkata Municipal Corporation under Ward No. 11, Kolkata – 700004 a registered Deed of Partition has been executed between the said Ajit Kumar Mishra and Krishna Kumar Mishra on 16.06.2009 and the same was registered at ARA-II, Kolkata and recorded in Book No. I, Volume No. 13, Pages from 4035 to 4062, being Deed No. 05997 for the year 2009 and in that effect the said Ajit Kumar Mishra acquired the absolute ownership of ground floor measuring about 1306 Sq.ft. more or less along with all common facilities of aforesaid property Krishna Kumar Mishra acquired

the absolute ownership of first floor measuring about 1223 Sq.ft. more or less together with proportionate share of land alongwith all common facilities of aforesaid property.

AND WHEREAS due to some unavoidable circumstances the transaction regarding the aforesaid partition portion could not be finally materialized and the said Ajit Kumar Mishra for his own interest filed a partition suit being Civil Suit No. 282 of 2013 against the Krishna Kumar Mishra in the Hon'ble High Court, Calcutta for a decree for partition of the aforesaid property in terms of Deed of Partition dated 16.06.2009 with other reliefs.

AND WHEREAS during pendency of the said case proceeding the said Ajit Kumar Mishra died on 06.12.2013 leaving behind his surviving legal heirs as his wife Nilima Mishra, her daughter Dr. Arundhuti Mishra and only son namely Sri Aditya Kumar Mishra.

AND WHEREAS subsequently various others including preliminary decree were passed in the aforesaid Civil suit by the Hon'ble Court and during pendency of the said suit it is amicably settled by and between the parties of that suit, that Krishna Kumar Mishra will purchase the share or allotted, portion of aforesaid property of Ajit Kumar Mishra, since deceased through his aforesaid legal heirs by a settled consideration price and hence the aforesaid legal heirs of Late Ajit Kumar Mishra, by a registered Deed of Conveyance dated 07.06.2016 duly registered at Addl. Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2016, Pages from 76142 to 76188, being Deed No. 190202463 for the year 2016, sale their allotted share or portion with all common facilities and amenities annexed with the said property ad delivered the possession which they lawful obtained from their predecessor Ajit Kumar Mishra.

AND WHEREAS the said Krishna Kumar Mishra thus by aforesaid manner become the absolute owner as well as occupier of All that piece and parcel of Bastu land measuring about 02 Cottahs 00 Chittack 40.5 Sq.ft. along with 110 years old partly two storied structure measuring about 2589 Sq.ft. more or less, comprised in 28G Nalin Sarkar Street, P.O. - Shyambazar, P.S. - Shyampukur, within the limits of Kolkata Municipal Corporation under Ward No. 11, Kolkata - 700004, within the jurisdiction of ARA, Kolkata.

AND WHEREAS It is to be mentioned here that the said Krishna Kumar Mishra entered into a registered Development Agreement with the Developer viz. **“M/S. VERMA CONSTRUCTION”**, Proprietorship Firm, having its office at 9, Debendra Nath Mitra Lane, P.O.- Salkia, P.S. – Golabari, District – Howrah, Pin Code – 711106, represented by its Sole Proprietor SRI MANOJ VERMA (**PAN : AECPV4068D & AADHAAR NO. 9375 7759 3828**), Son of Sri Ram Verma, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 9, Debendra Nath Mitra Lane, P.O.- Salkia, P.S. – Golabari, District – Howrah, Pin Code – 711106 on 30.01.2017, which was registered in the office of Addl. Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2017, Pages from 6656 to 6700, being Deed No. 190200202 for the year 2017 and also executed a registered Developer Power of Attorney in favour of said Developer, which was registered in the office of Addl. Registrar of Assurances-II, Kolkata and recorded in Book No. IV, Volume No. 1903-2017, Pages from 28138 to 28161, being Deed No. 190300584 for the year 2017.

AND WHEREAS thereafter the said Krishna Kumar Mishra died intestate on 19.05.2021 leaving behind his wife Smt. Ravikanta Mishra and two sons namely Kumud Mishra and Kunal Mishra i.e. the present Owners/First Parties No. 1 to 3 herein, as his only legal heirs and successors who have become joint owners and occupiers of the Schedule mentioned property according to the provisions of Hindu Succession Act, 1956 and now they are in peaceful possession of the said property. Thereafter the Owners No. 1 to 3 herein to avoid future complication in this matter entered into a Development Power of Attorney being No 160308250 for the year 2023 registered before ARA-III Kolkata with the said Developer.

The recitals in respect of the property owned and possessed by the Owner/First Part No. 4 herein :-

WHEREAS The First Party/Owner No. 4 herein is the absolute owner and occupier of All that piece and parcel of Bastu land measuring about 02 Cottahs 06 Chittack 13 Sq.ft. along with 110 years old partly three storied structure measuring about 2700 Sq.ft. more or less, comprised in 28A,

Nalin Sarkar Street, P.O. – Shyambazar, P.S. – Shyampukur, within the limits of Kolkata Municipal Corporation under Ward No. 11, Kolkata – 700004.

AND WHEREAS the said property along with other properties previously owned and possessed by Anadi Nath Roy, the predecessor-in-interest of the present owner herein and the said Anadi Nath Roy while seized and possessed during his life time executed his last Will and Testament dated 19.01.1998 (hereinafter referred to as the 'said Will') and bequeath all his properties to his wife Smt. Sova Roy and in the said will he appointed one Sri Debdas Acharya as executor of said will who was the brother in law of his married daughter Smt. Tapati Acharya.

AND WHEREAS on 05.06.1998 said Anadi Nath Roy died leaving behind his legal heirs Sova Roy as wife, two sons namely Sri Kunal Roy and Sri Goutam Roy and four married daughters namely Smt. Mamata Mahata, Smt. Tapati Acharya, Smt. Saswati Bhaduri and Smt. Sujata Mallick.

AND WHEREAS after demise of said Anadi Nath Roy, said Sri Debdas Acharya executor of the said will had obtained probate of the said Will from the Ld. Chief Judge, City Civil Court, Calcutta, vide Probate Case No. 94 of 1998 on 16.07.1999 and by way of the said Will, Smt. Sova Roy became the absolute owner of the property as stated above along with other properties and duly seized and possessed of the same free from all encumbrances.

AND WHEREAS the erstwhile owner Sova Roy now deceased who was the mother of Owner No 4 of this deed, while seized and possessed that property mutated her name in respect of her above mentioned bastu land along with old residential three storied building into in Kolkata Municipal Corporation.

AND WHEREAS the said Smt. Sova Roy since deceased during her lifetime due to her love and affection had gifted and entire above mentioned property to her said two sons namely Sri Kunal Roy and Sri Goutam Roy and One daughter namely Smt. Sujata Mallick, through three registered separate Deeds of Gift all are dated 07.05.2003, Book No. I, being Deed Nos. 05918, 05916 and 05914 for the year 2005 along with demarcated plan, and delivered them possession as per deed of gift with plan.

AND WHEREAS said Sri Goutam Roy the present owner No 4 of this Deed, by way of registered Deed of Gift duly registered at Addl. Registrar of Assurances-II, Calcutta and recorded in Book No. I, Volume No. 1, Pages from 1 to 22, being Deed No. 05916 for the year 2005, executed and registered by her mother Sova Roy, has become owner and possessor of entire first floor and some portion of ground floor alongwith undivided proportionate share of land with all common facilities and amenities annexed with the above mentioned property **AND** subsequently aforesaid Smt. Sujata Mallick due to her love and affection by a registered Deed of Gift dated 27.03.2014, which was registered before Addl. Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1, Pages from 1063 to 1078, being Deed No. 03813 for the year 2014, gifted her demarcated portion in ground floor along with undivided proportionate share of land with all common facilities and amenities annexed with the said property which she lawfully obtained from her said mother Sova Roy gifted to his younger brother Sri Goutam Roy **AND** subsequently aforesaid Sri Kunal Roy due to his cogent reason and legal necessity by a registered Deed of Conveyance dated 31.05.2016 duly registered at Addl. Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2016, Pages from 72057 to 72091, being Deed No. 190202314 for the year 2016, sale his demarcated ownership portion in entire Second floor and to some portion of ground floor along with undivided proportionate share of land with all common facilities and amenities annexed with the said property which he has lawfully obtained from his said mother Sova Roy to his younger brother Sri Goutam Roy who is present owner No 4, occupier, possessor of the said property situated at Premises No. 28A, Nalin Sarkar Street, P.O. – Shyambazar, P.S. – Shyampukur, within the limits of Kolkata Municipal Corporation under Ward No. 11, Kolkata – 700004.

AND WHEREAS The First Party/Owner No. 4 herein has thus by aforesaid manner become the absolute owner as well as occupier of All that piece and parcel of Bastu land measuring about 02 Cottahs 06 Chittack 13 Sq.ft. along with structures, comprised in 28A, Nalin Sarkar Street, P.O. – Shyambazar, P.S. – Shyampukur, within the limits of Kolkata Municipal Corporation under Ward No. 11, Kolkata – 700004 and he for Development of the said property entered into a registered Development Agreement with the Developer viz. **“M/S. VERMA CONSTRUCTION”**, Proprietorship Firm,

having its office at 9, Debendra Nath Mitra Lane, P.O.- Salkia, P.S. – Golabari, District – Howrah, Pin Code – 711106, represented by its Sole Proprietor SRI MANOJ VERMA (**PAN : AECPV4068D & AADHAAR NO. 9375 7759 3828**), Son of Sri Ram Verma, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 9, Debendra Nath Mitra Lane, P.O.- Salkia, P.S. – Golabari, District – Howrah, Pin Code – 711106, which was registered in the office of Addl. Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2016, Pages from 97201 to 97247, being Deed No. 190203095 for the year 2016 and also executed a registered Power of Attorney in favour of said Developer, which was registered before Addl. Registrar of Assurances-III, Kolkata and recorded in Book No. IV, Volume No. 1903-2016, Pages from 115613 to 115633, being Deed No. 190304782 for the year 2016.

AND WHEREAS It is to be mentioned here that during his life time, the said Krishna Kumar Mishra and Sri Goutam Roy jointly amalgamated their property into a single plot of land by way of a registered Deed of Declaration for Amalgamation which is duly registered before Addl. Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2018, Pages from 6888 to 6912, being Deed No. 190200189 for the year 2018 and the amalgamation property has been renumbered as KMC Premises No. 28A, Nalin Sarkar Street, P.O. – Shyambazar, P.S. – Shyampukur, within the limits of Kolkata Municipal Corporation under Ward No. 11, Kolkata – 700004, having Assesse No. 110111300720.

AND WHEREAS the Developers obtained got sanctioned building plan vide Plan No. 202320018 dated 06.06.2023, issued by Kolkata Municipal Corporation. It is to be mention that in sanction building Plan the Entire First Floor are allotted to the existing Tenant namely Smt Cordelia Mishra who subsequently surrendered her tenancy right in favour of the aforesaid landowners & the said developer vide letter dated 09.07.2023 and another tenant namely Kanchan Kanti Chatterjee @ K.K. Chatterjee partly Ground Floor and Entire Fourth Floor who subsequently surrendered his tenancy right in favour of the aforesaid landowners & the said developer vide letter dated 01.09.2023.

AND WHEREAS subsequently the said Sri Manoj Kumar Verma, the proprietor of the above named Developer firm M/s Verma Construction has

decided to take a partner in his business and accordingly approached Mr. Bijay Kumar Bhartiya, son of Late Shrawan Kumar Bhartiya for joining in the said business for the said project and after a discussion in between themselves they jointly formed a Partnership firm namely M/s Verma Construction having its office at 44B, Bagh Bazar Street, Room No. 2, Kolkata, PIN-700003 and in this regard they jointly executed a Deed of Partnership amongst themselves on 01.08.2023 which was duly notarized to continue the instant project.

AND WHEREAS the present Owners of "A" Schedule mentioned property . hereunder written and since acquisition of the right, title and interest title in respect of the "Said Property" in the aforesaid manner, the Owners/First Parties have been in peaceful possession as well as enjoyment of-the "Said Property" having their sixteen annas right, title and interest thereof and they had/have been also exercising all sorts of overt acts over the same as True and Lawful OWNERS by payment of Govt. revenues, taxes, etc before the appropriate authorities .

AND WHEREAS now to avoid future complications We the Owners/First Part herein and the Developers herein have jointly executed this Supplementary Development Cum Power of Attorney afresh on the basis of earlier registered Development Agreement dated 25.07.2016 and 30.01.2017 and Development Power of Attorney dated 06.08.2016 and 28.11.2023, the contents and terms and conditions of which is still in force.

AND WHEREAS it has been agreed by and between the parties hereto that Developers shall develop the said premises in the manner it has been agreed by and between the parties hereto and as hereinafter provided.

AND WHEREAS before execution of this Agreement the Owner/ First Party has represented and assured the Developers Company as follows:

1. That premises are free from all encumbrances, charges, fines, lispence, attachments, acquisitions, reacquisition whatsoever or howsoever.

2. That excepting the present occupier in some portion none else has right or interest, claims, demand whatsoever or howsoever into or upon the said property.
3. That there is no notice of acquisition or requisition received or pending in respect of the said Property of **ALL THAT** piece and parcel of Bastu Land measuring about **04(Four) Cottahs 07 (Seven) Chittacks 8.5 (Eight point five) sq. ft** more or less together with structure standing thereon comprised in premises No. **28A, Nalin Sarkar Street, P.O. Shyambazar, P.S Shyampukur, K.M.C. Ward no. 11, Kolkata- 700004** and that land is surrounded by boundary walls on all sides along with all easement rights of common passages connected with said land along with all rights of easement attached.
4. That there is no impediment under the law for the time being in force for obtaining necessary income tax clearance certificate under Section 220(A) of Income Tax Act, 1961 nor there is any attachment in respect of said premises under Income Tax Act.
5. That the Owners/First Parties have jointly decided with the Developers that owner has marketable title in respect of aforesaid land of **ALL THAT** piece and parcel of Bastu Land measuring about **04(Four) Cottahs 07 (Seven) Chittacks 8.5 (Eight point five) sq. ft** more or less together with structure standing thereon comprised in premises No. **28A, Nalin Sarkar Street, P.O. Shyambazar, P.S Shyampukur, K.M.C. Ward no. 11, Kolkata- 700004** and that land is surrounded by boundary walls on all sides along with all easement rights of common passages connected with said land along with all rights of easement attached
6. That there is no attachment under any provision of public demand recovery Act. nor any proceeding is pending in connection with the said premises.
7. That the Owners/First Parties declare that he has not entered into any agreement of any nature whatsoever in respect of their aforesaid premises with any other person or persons prior to execution of this agreement.

AND WHEREAS relying on the aforesaid representation and believing the same to be true on good faith thereof the Developers Company is agreed to develop the aforesaid premises on amicably settled terms and conditions written hereunder.

NOW THIS AGREEMENT WITNESSETH AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. In this agreement unless otherwise agreed upon the following expression shall have following names:

(a) “ **THE OWNER** ” shall mean the owner named (1) **SRI KUMUD MISHRA (PAN : AEUPM4071M & AADHAAR NO. 3582 1338 7825)**, Son of Late Krishna Kumar Mishra, by faith – Hindu, by Nationality – Indian, by occupation – Service, residing at BE-8, Flat No. A/8, Charulata Apartment, Rabindra Pally, Prafullya Kanan, North 24-Parganas, Pin Code – 700101, (2) **SRI KUNAL MISHRA (PAN : AITPM2007N & AADHAAR NO. 8340 2026 2097)**, Son of Late Krishna Kumar Mishra, by faith – Hindu, by Nationality – Indian, by occupation – Service, (3) **SMT. RAVIKANTA MISHRA (PAN : BGTPM0200J & AADHAAR NO. 6302 6227 9227)**, Wife of Late Krishna Kumar Mishra, by faith – Hindu, by Nationality – Indian, by occupation – Household Duties, both are residing at 28G, ‘Nalin Sarkar Street’, P.O. – Shyambazar, P.S. – Shyampukur, Kolkata – 700004, (4) **SRI GOUTAM ROY (PAN : ACIPR9516J, AADHAR No 2676 1720 0637)**, Son of Late Anadi Nath Roy, by faith – Hindu, by Nationality – Indian, by Profession – Retired Person, residing at 28A, ‘Nalin Sarkar Street’, P.O. – Shyambazar, P.S. – Shyampukur, Kolkata – 700004, and their respective legal heirs, administrators, executors, representatives and / or assigns.

(b) “ **THE DEVELOPERS** ” shall mean the Developers’ Company namely **“M/S VERMA CONSTRUCTION ” (PAN-AAXFV5075B)** a Partnership firm having its office at 44B, Baghbazar Street,