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DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER POWER OF ATTORNEY is made this the March Thousand and Twenty-two (2022)

BETWEEN

SMT. SWATI SEN, (PAN – BNZPS8874F), (Aadhaar No. 703186392855), wife of Sri Sanjoy Sen, daughter of Sri Saptarshi Sarkar, by Faith – Hindu, by Occupation - Housewife, by Nationality – Indian, presently residing at 101/1, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, District – South 24-Parganas, hereinafter called and referred to as the OWNER/VENDOR/FIRST PARTY (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include her legal heirs, executors, legal representatives, administrators and assigns) of the FIRST PART

AND

"ABASAN KOLKATA", (PAN - AAMFA4040Q), a Partnership firm, having its present registered office at 9, Rupanjali Park (979, Kalikapur Road), Kalikapur, P.O. Mukundapur, P.S. Garfa, Kolkata – 700099, represented by its partners namely (1) SRI PRADIP KUMAR DEY, (PAN – AEAPD7576A), (Aadhaar No. 7786 5656 5918), son of Late Harendra Lal Dey, by faith Hindu, by Occupation: Business, by Nationality: Indian, residing at 3, North Purbachal Garden Road, Post Office - Haltu, Police Station - Garfa, Kolkata – 700 078 and (2) SRI SANJEET KUMAR ROY, (PAN – AFPPR0028F), (Aadhaar No. 6944 8719 1024), son of Sri Rabindra Prasad Roy, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700 099, District – South 24-Parganas, hereinafter called and referred to as the DEVELOPER (which terms expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, executor/ executors, administrator/ administrators, assign/ assigns, representative/ representatives, successors-in-office and successors-in-interest) of the SECOND PART.

WHEREAS the Suburban Agricultural Dairy & Fisheries Ltd. having its registered Office at 75, Badridas Temple Street, P.S. Manicktala, Kolkata – 700 054, filed a suit against Pratul Chandra Mondal and others in the 3rd Court of the Sub-ordinate Judge, at Alipore being Title Suit No. 16 of 1941 (The Suburban Agricultural Dairy & Fisheries Ltd. Versus Pratul Chandra Mondal and others) for partition of their properties which included land appertaining to C.S. Plot No. 195, of Mouza – Nayabad, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, in the District of 24-Paraganas now South 24-Paraganas.

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AND WHEREAS by the preliminary Decree passed in the said suit the respective shares of the groups of Defendants were declared.

AND WHEREAS on the prayer Sri Pratul Chandra Mondal, son of Raj Kishore Mondal was one of the Defendants and during the proceeding of the said suit was died.

AND WHEREAS on the prayer of some of the Defendants there was a pleader Commissioner who was appointed to make separate allotment.

AND WHEREAS said Pratul Chandra Mondal died intestate leaving behind him surviving his widow Smt. Labanaya Prova Mondal and two sons Sri Malay Kumar Mondal and Sri Swapan Kumar Mondal as his only legal heirs and successors.

AND WHEREAS as per report submitted by the said pleader Commissioner in the said suit, Sri Malay Kumar Mondal as one of the heirs of the said deceased Pratul Chandra Mondal was absolutely allotted Sali land comprising Dag No. 195 of the said Mouza – Nayabad, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, District of 24-Paraganas now South 24-Paraganas.

AND WHEREAS on 4th day of June, 1971 a final decree was passed by the said Ld. Court in the suit accepting the said report of the Commissioner.

AND WHEREAS said Malay Kumar Mondal being seized and possessed the said land lying within Dag No. 195 of Mouza – Nayabad, allotted to him under the said final decree.

AND WHEREAS said Malay Kumar Mondal, by virtue of a registered Deed of Sale dated 16.05.1986 which was registered in the Office of the District Sub-Registrar at Alipore and the said Deed had been recorded in Book No. I, Deed No. 8696 for the year 1986 sold, conveyed and transferred to Sri Sri Dhirendra Nath Moitra, son of Bhuban Mohan Moitra of 2/65, Gandhi Colony, P.S. Jadavpur, Kolkata – 700 032, in respect of the landed property mentioned in the Schedule hereunder written including other landed properties.

AND WHEREAS thereafter by virtue of a registered Deed of Conveyance dated 02.07.1987 which was registered in the Office of District Sub Registrar at Alipore and

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the said Deed had been recorded in Book No. I, Volume No. 216, Pages 14 to 25, Being No. 10571 for the year 1987 said Dhirendra Nath Moitra sold, conveyed and transferred net land measuring an area of little more or less 2 (Two) Cottahs 9 (Nine) Chittacks 43 (Forty Three) Sq.ft. being plot No. 25, lying within Dag No. 195, of Mouza – Nayabad to Sri Sudarshan Mittal.

AND WHEREAS thereafter said Dhirendra Nath Moitra, by virtue of an Indenture dated 19.09.1986 which was registered in the Office of District Sub-Registrar at Alipore and the said Deed had been recorded in Book No. I, Deed No. 16643 for the year 1986 sold, conveyed and transferred net land measuring an area a little more or less 2 (Two) Cottahs 10 (Ten) Chittacks 16 (Sixteen) Sq.ft. being Plot No. 24 lying within the said Dag No. 195 of Mouza – Nayabad to (1) Sri Shyamal Kumar Dey, son of Late Benoy Kumar Dey (2) Smt. Tapasi Dey, wife of Sri Shyamal Kumar Dey, both of 12G, Deshpran Sasmal Road, Kolkata – 700 033, above noted both plots of land lying and situated adjacent or contiguous to each other.

AND WHEREAS by virtue of an Indenture dated 15.05.1988 which was registered in the Office of the District Sub Registrar at Alipore and the said Deed had been recorded in Book No. I, Volume No. 129, Pages 84 to 97, being No. 6409 for the year 1988 said Shyamal Kumar Dey and Smt. Tapasi Dey sold, conveyed and transferred their aforesaid net land measuring an area more or less 2 (Two) Cottahs 10 (Ten) Chittacks 16 (Sixteen) Sq.ft. being plot No. 24, comprising part of Dag No. 195, of Mouza – Nayabad to said Sri Sudarshan Mittal.

AND WHEREAS by virtue of aforesaid both purchase said Sudarshan Mittal become the absolute owner and possessor in respect of total land measuring an area of little more or less 5 (Five) Cottahs 4 (Four) Chittacks 14 (Fourteen) Sq.ft. being Plot No. 24, 25, lying and situate within the said Dag No. 195 of Mouza – Nayabad, morefully described in the SCHEDULE – A hereunder written and hereinafter referred to as the "Said Property" in fee simple, free from all encumbrances.

AND WHEREAS said Sudarshan Mittal due to urgent need of money sold out the said total land measuring an area of little more or less 5 (Five) Cottahs 4 (Four) Chittacks 14 (Fourteen) Sq.ft. in favour of Smt. Gita Sarkar, wife of Sri Saptarshi Sarkar, by virtue of a registered Deed of Sale dated 19.03.2004, registered at the Office of

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D.S.R. III at Alipore and recorded in Book No. I, Volume No. 7, at Pages 6935 to 6956 Being No. 03591 for the year 2004.

AND WHEREAS since purchase said Smt. Gita Sarkar was enjoying, possessing and occupying the said property without any disturbance from any corner and the as free from all encumbrances and after purchase said Smt. Gita Sarkar duly mutated the said land in her name in the records of B.L. & L.R.O.

AND WHEREAS while seized and possessed of in the aforesaid property by virtue of a registered Deed of Gift dated 14.03.2013, registered in the Office of District Sub-Registrar - III, Alipore, South 24-Parganas and entered into Book No.1, CD Volume No. 5, Pages from 4635 to 4654, Deed No. 02478 for the year 2013, said Smt. Gita Sarkar, donated, gifted, transferred and conveyed her aforesaid plot of land measuring an area of 5 (Five) Cottahs 4 (Four) Chittacks 14 (Fourteen) Sq.ft. more or less situated in Mouza - Nayabad, J.L. No.25, Sheet No. 2, Touzi No.56, being Plot Nos. 24 & 25, comprising in R.S. Dag No. 195, under R.S. Khatian No. 145, within the Jurisdiction of The Kolkata Municipal Corporation Ward No.109, under formerly P.S. Purba Jadavpur, presently P.S. Panchasayar, Kolkata - 700 094, District - South 24-Parganas in favour of her married daughter namely SMT. SWATI SEN, the present OWNER/VENDOR herein.

AND WHEREAS subsequently the present OWNER mutated her name in the record of Ld. B.L. & L.R.O. in respect of her aforesaid property measuring net land area of 5 (Five) Cottahs 3 (Three) Chittacks 41 (Forty-one) Sq.ft. more or less as per present physical measurement in Mouza - Nayabad, J.L. No.25, comprising in R.S. Dag No. 195, under R.S. Khatian No. 145,

AND WHEREAS thereafter SMT. SWATI SEN, the present OWNER herein mutated and recorded her name in respect of her aforesaid purchased land and property measuring net land area of 5 (Five) Cottahs 3 (Three) Chittacks 41 (Forty-one) Sq.ft. more or less as per present physical measurement in the record of The Kolkata Municipal Corporation, Ward No.109 and the said land being known and numbered as K.M.C. Premises No. 3593, Nayabad, having Assessee No. 31-109-08-7512-0, under formerly P.S. Purba Jadavpur, presently P.S. Panchasayar, Kolkata – 700 094, in the District of South 24-Parganas and since then the present OWNER has been enjoying the

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said property without any interruption and hindrances by anybody else and also paying the regular taxes thereof to the K.M.C. authority in respect of the said property.

AND WHEREAS thus the present OWNER herein becomes the absolute owner of the said plot of land measuring net land area of 5 (Five) Cottahs 3 (Three) Chittacks 41 (Forty-one) Sq.ft. more or less as per present physical measurement together with one tile shed measuring an area of 100 (One hundred) Sq.ft. more or less situated in Mouza – Nayabad, J.L. No.25, Sheet No. 2, Touzi No.56, being Plot Nos. 24 & 25, comprising in R.S. Dag No. 195, under R.S. Khatian No. 145, corresponding to L.R. Dag No. 195, under L.R. Khatian No. 1765, within the Jurisdiction of The Kolkata Municipal Corporation Ward No. 109, known as K.M.C. Premises No. 3593, Nayabad, having Assessee No. 31-109-08-7512-0, under formerly P.S. Purba Jadavpur, presently P.S. Panchasayar, Kolkata – 700 094, District – South 24-Parganas and the entire property as described in the SCHEDULE – A and the present OWNER is in possession and has been enjoying her absolute ownership and possession of the said land as free from all encumbrances.

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

AND WHEREAS the DEVELOPER herein, coming to know the facts of such desire of the OWNER herein, has made a proposal in relation to the aforesaid development of the said property before the OWNER. The OWNER after necessary investigation and thorough understanding with the DEVELOPER herein, has agreed to develop the said premises by the DEVELOPER. Both the Parties hereto have mutually analysed, discussed, agreed and now the DEVELOPER and OWNER/VENDOR desire to enter into this registered Development Agreement for the construction of a new Ground plus Four storied building with Lift facility upon the aforesaid property as per the sanction building plan

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under certain terms and conditions which has been decided by and between the Parties herein, without involving the **OWNER** in the matter of the hazards of construction. Refer Annexure – X for Specification of Building Construction.

AND WHEREAS the DEVELOPER i.e. the party of the SECOND PART herein has agreed to make the construction of the proposed Ground plus Four storied building with lift facility in flat systems for residential and other purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc. after giving the Owner, the Owner's Allocation. The OWNER shall get entire complete Second Floor and one residential flat to be situated on the First Floor, South-East-North side of the proposed building along with 3 Nos. of Car Parking Space to be situated on the Ground Floor of the proposed building. Besides above the OWNER herein shall also get from the DEVELOPER a non-refundable sum of Rs.30,00,000/- (Rupees Thirty Lac) only by several installments out of which (i) Rs.1,00,000/- (Rupees One Lac) only is being paid at the time of execution and registration of this Development Agreement as mentioned in the Memo of Consideration below and balance (ii) Rs.29,00,000/- (Rupees Twenty-nine Lac) only is to be paid on and within 6 (Six) months from the date of execution and registration of this Development Agreement. The OWNER shall also enjoy the undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE - A and C below. This is called the OWNER'S ALLOCATION as described in the SCHEDULE B below.

AND WHEREAS the DEVELOPER herein shall get the rest constructed portion i.e. Entire complete Third Floor and Entire complete Fourth Floor and remaining flat/s to be situated on the First Floor of the proposed building along with remaining Car Parking Space and any other portion/portions to be situated on the Ground Floor of the proposed building (excluding Owner's Allocation as mentioned above). The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The DEVELOPER shall erect the proposed Ground Plus Four storied building with lift facility at its own cost and its supervision and labour to be erected as per annexed specification as well as the K.M.C. building plan to be sanctioned and to meet up such expenses the DEVELOPER shall collect the entire consideration amount from the sale of the DEVELOPER'S ALLOCATION

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which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as the cost of land in connection with the said flats etc.

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

- DEFINITION: Unless there is anything repugnant to the subject or context the terms:
- (a) OWNER: shall mean SMT. SWATI SEN, wife of Sri Sanjoy Sen, daughter of Sri Saptarshi Sarkar, presently residing at 101/1, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, District – South 24-Parganas, the Party of the FIRST PART herein and her legal heir/heirs, executor/ executors, administrator/ administrators, and legal representative/ representatives.
- (b) DEVELOPER: shall mean "ABASAN KOLKATA", a Partnership firm, having its registered office at 9, Rupanjali Park (979, Kalikapur Road), Kalikapur, P.O. Mukundapur, P.S. Garfa, Kolkata 700099, represented by its partners namely (1) SRI PRADIP KUMAR DEY, son of Late Harendra Lal Dey, residing at 3, North Purbachal Garden Road, Post Office Haltu, Police Station Garfa, Kolkata 700 078 and (2) SRI SANJEET KUMAR ROY, son of Sri Rabindra Prasad Roy, residing at 7, Rupanjali Park, Kalikapur, Post Office Mukundapur, Police Station Garfa, Kolkata 700 099, District South 24-Parganas the Party of the SECOND PART herein for the time being and its respective successors or successors in interest, representatives, administrators and assigns.
- (c) TITLE DEED: shall mean the documents referred to hereinabove in the recital.
- (d) PROPERTY: shall mean the Property measuring net land area of 5 (Five) Cottahs 3 (Three) Chittacks 41 (Forty-one) Sq.ft. more or less as per present physical measurement together with one tile shed measuring an area of 100 (One hundred) Sq.ft. more or less situated in Mouza Nayabad, J.L. No.25, Sheet No. 2, Touzi No.56, being Plot Nos. 24 & 25, comprising in R.S. Dag No. 195, under R.S. Khatian No. 145, corresponding to L.R. Dag No. 195, under L.R. Khatian No. 1765, within the Jurisdiction of The Kolkata Municipal Corporation Ward No. 109, known as K.M.C. Premises No. 3593, Nayabad, having Assessee

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No. 31-109-08-7512-0, under formerly P.S. Purba Jadavpur, presently P.S. Panchasayar, Kolkata – 700 094, District – South 24-Parganas, as mentioned and described in the SCHEDULE - 'A' hereunder written.

- (e) BUILDING: shall mean the proposed Ground Plus Four storied building with Lift facility to be constructed on the said property as per building plan to be sanctioned by the K.M.C. at the cost of the DEVELOPER.
- (f) COMMON FACILITIES AND AMENITIES: shall include corridors, landings, stair ways, passage- ways, driveways, common toilet in the Ground Floor of the proposed Ground Plus Four storied building with Lift facility and care taker's room on Ground Floor of the proposed building, Lift and lift room of the building, meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the SCHEDULE "C" hereunder written which may be mutually agreed upon BETWEEN the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the DEVELOPER.
- (g) OWNER'S ALLOCATION: The entire OWNER'S ALLOCATION is described in the SCHEDULE - B below. The OWNER shall also enjoy undivided proportionate share of land and also right to use the common rights and facilities of the building as mentioned in the SCHEDULE - A and C below. This is called the OWNER'S ALLOCATION as described in the SCHEDULE - B below.
- (h) DEVELOPER'S ALLOCATION: The entire DEVELOPER'S ALLOCATION is described in the SCHEDULE - D below. The DEVELOPER shall also enjoy the common rights and undivided proportionate share of land of the Premises.
- (i) THE ARCHITECT: shall mean such persons who will be appointed by the DEVELOPER for both designing and planning the building on the said premises.

- (j) BUILDING PLAN: would mean such plan to be prepared by the Planner/Architect of the DEVELOPER for the construction of the proposed Ground Plus Four storied building with lift facility to be sanctioned by The Kolkata Municipal Corporation Borough Office XII at the cost of the DEVELOPER.
- (k) TRANSFER: with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (I) TRANSFEREE: shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
- THIS AGREEMENT: shall take effect from the date of execution of this agreement.
- THE OWNER DECLARES as follows:
- (a) That she is the absolute Owner and seized and possessed of and/or well and sufficiently entitled to the property as described in the SCHEDULE - A below.
- (b) That the entire property is free from all encumbrances and the OWNER has a good marketable title in respect of the said property as described in the SCHEDULE - A below.
- (c) That the said property is free from all encumbrances, charges, liens lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever and there is no other co-sharer in this property except the OWNER herein.
- 4. THE OWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT as followings:
- (a) That the OWNER has hereby granted exclusive right to the DEVELOPER to undertake the new construction on the said Premises to be constructed by the DEVELOPER in accordance with the plan or plans to be sanctioned by The

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- Kolkata Municipal Corporation at the cost of the **DEVELOPER** and the **OWNER** shall give full co-operation to the **DEVELOPER** for the same as and when required.
- (b) (i) OWNER'S ALLOCATION: the DEVELOPER shall give the OWNER as the OWNER'S ALLOCATION as described in the SCHEDULE 'B' hereunder written after completion of the project.
 - (ii) DEVELOPER'S ALLOCATION: the DEVELOPER shall enjoy the rest construction of the building as described in the SCHEDULE-D below.
- (c) That all applications, plans and other papers and documents as may be required by the DEVELOPER for the purpose of obtaining necessary approval and sanction of the building plan and the alternation/modification/verification of the sanctioned building plan from the appropriate authorities shall be prepared signed and submitted by the DEVELOPER in the name of the OWNER and also at the cost of DEVELOPER and if any addition/alteration/modification of making further plans for proposed construction are required the OWNER shall give such written permission to the DEVELOPER without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such addition/alteration/modification plan or further plans to be approved by the appropriate authorities and the DEVELOPER shall appear, represent, sign before the concerned authorities on behalf of the OWNER in her name and on her behalf in connection with any or all of the matters aforesaid and the OWNER, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the DEVELOPER for the interest of the proposed project.
- (e) That the DEVELOPER Firm shall erect the building in the said premises as per building plan to be sanctioned by K.M.C. at the cost of the DEVELOPER and for the same the OWNER shall put her signature as and when necessary and during construction or after construction the DEVELOPER shall sell only the Developer's portion together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration

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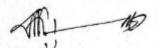
money from the sale of part or full of DEVELOPER'S ALLOCATION to be erected at the cost of the DEVELOPER.

- (f) The DEVELOPER shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Ground Plus Four storied building with lift facility consisting of flats and Car Parking Spaces, commercial portions thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the DEVELOPER.
- (g) The **DEVELOPER** shall construct the new proposed Ground Plus Four storied building with Lift facility and carry out all the acts through its men or agents in such manner which the **DEVELOPER** shall think fit and proper for such construction of the said proposed building according to the K.M.C. building plan and shall also file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.
- (h) That the DEVELOPER shall be exclusively entitled to its respective share of its allocation i.e. DEVELOPER'S ALLOCATION in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The DEVELOPER shall apply in the name of the OWNER and represent her before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the OWNER shall not raise any objections for it; on the contrary the OWNER shall give full co-operations to the DEVELOPER for facilitating the proposed project.
- (j) That the DEVELOPER shall at its own costs construct the proposed building at the said premises in accordance with the K.M.C. building plan and also as per annexed specifications and the DEVELOPER shall take all the

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responsibility and risk regarding the construction of the proposed building and the **DEVELOPER** further declares that they shall complete the said building within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over peaceful vacant possession therein by the **DEVELOPER** whichever is later and 6 (Six) months grace period.

- (k) That the DEVELOPER shall install pump operated water connection through water lines in each floors/flats, for K.M.C. water, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities including lift in the said building at its own cost as required to be provided in the new building to be constructed by the DEVELOPER on Ownership basis and as mutually agreed upon.
- 5. THE OWNER HEREBY AGREES AND CÓNVENANTS WITH THE DEVELOPER as follows:-
- (i) Not to do any act or things whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the DEVELOPER'S ALLOCATION in the building to be erected at the said premises as mentioned herein.
- (ii) The OWNER positively give vacant possession of the property as mentioned in the SCHEDULE 'A' hereunder to the DEVELOPER for making construction work of the proposed building as per sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the DEVELOPER within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over peaceful vacant possession therein by the DEVELOPER whichever is later and 6 (Six) months grace period.
- (iii) The DEVELOPER shall sell the flats, Car Parking Spaces, portions etc. of the proposed building, from the DEVELOPER'S ALLOCATION (strictly excluding the Owner's Allocation as described in the SCHEDULE B below) as described in the SCHEDULE 'D' hereunder written TOGETHER WITH proportionate undivided share of land of the said property and the common portions, roof of the building proportionately and proportionate services of



common places. The **DEVELOPER** shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** as per the terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.

- (iv) The OWNER hereby empowers and authorizes the DEVELOPER to do this project in connection with the said property as described in the SCHEDULE A hereunder written such as to sell or any kind of transfer of the DEVELOPER'S ALLOCATION through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the DEVELOPER'S ALLOCATION, to negotiate any matter for the said property etc. and for the same the OWNER shall execute and register a Development Power of Attorney in favour of the DEVELOPER.
- 6. THE OWNER HEREIN EXECUTES THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:

The OWNER namely, SMT. SWATI SEN, (PAN – BNZPS8874F), (Aadhaar No. 703186392855), wife of Sri Sanjoy Sen, daughter of Sri Saptarshi Sarkar, by Faith – Hindu, by Occupation - Housewife, by Nationality – Indian, presently residing at 101/1, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, District – South 24-Parganas, as the PRINCIPAL do hereby appoint "ABASAN KOLKATA", (PAN - AAMFA4040Q), a Partnership firm, having its present registered office at 9, Rupanjali Park (979, Kalikapur Road), Kalikapur, P.O. Mukundapur, P.S. Garfa, Kolkata – 700099, represented by its

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partners namely (1) SRI PRADIP KUMAR DEY, (PAN – AEAPD7576A), (Aadhaar No. 7786 5656 5918), son of Late Harendra Lal Dey, by faith Hindu, by Occupation: Business, by Nationality: Indian, residing at 3, North Purbachal Garden Road, Post Office - Haltu, Police Station - Garfa, Kolkata – 700 078 and (2) SRI SANJEET KUMAR ROY, (PAN – AFPPR0028F), (Aadhaar No. 6944 8719 1024), son of Sri Rabindra Prasad Roy, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 7, Rupanjali Park, Kalikapur, Post Office – Mukundapur, Police Station - Garfa, Kolkata – 700 099, District – South 24-Parganas, as her lawful Attorney on her behalf to do the following acts in respect of her property known as K.M.C. Premises No. 3593, Nayabad, having Assessee No. 31-109-08-7512-0, within the Jurisdiction of The Kolkata Municipal Corporation Ward No. 109, under P.S. Panchasayar, Kolkata – 700 094, District – South 24-Parganas as morefully mentioned in the SCHEDULE - A below:

- To look after and manage the property on behalf of the OWNER.
- ii. To appear and act in all the Courts such as Civil or Criminals, Originals, Revisional or Appellate Courts and also in the Registration Offices and in any other Office of Government, in the Office of The Kolkata Municipal Corporation or any other Municipality, Improvement Trust, The Kolkata Metropolitan Development Authority, Commissioner of any Division or District Board, Panchayat or any other office or Local Authority on behalf of me and for such purpose our said Attorney may accept service of any summons or any notice issued by any authority, shall be received by me said Lawful Attorney.
- To sign and verify and plaint, written, statements, petition of claim and objection, memorandum of Appeal and petition and application of all kinds and to file them relating to the aforesaid property as mentioned in the SCHEDULE A hereunder written in any such Court or Office.
- iv. To appoint, engage on my behalf any Advocate, Pleader, Solicitors, Revenue Agent or any other legal practitioner whenever our said Attorney shall think proper to do so and to discharge and/or terminate his appointments.

ARL 15

- v. To cause mutation of my said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corporation as and when necessary on my behalf.
- vi. To demarcate or delineate my said property that be necessary for the said purpose by virtue of a Deed of Boundary Declaration or any other Declaration or Deed of Rectification to be registered before the concerned registering authority and/or to sewer any affidavit related thereto.
- vii. To deposit the revenue for my said property in The Kolkata Municipal Corporation or in any Government Department and to pay all charges and the local taxes for the properties.
- viii. To sign all the plans to be submitted before the concerned authority/authorities for the sanction of the building plan, revised building Plan and/or modified Plan and/or addition/alteration Plan and/or completion Building Plan for my said property and sign all the papers related thereto and to sign the same on my behalf and submit the same before The Kolkata Municipal Corporation for sanction and then to get delivery the same along with the Completion Certificate and also Completion Plan of the building on my behalf from The Kolkata Municipal Corporation and execute any affidavit related thereto and also sign, execute and register any Deed of Declaration to be required for the same related to my said property.
 - ix. To sign drainage and sewerage Plan of the property and submit the same before The Kolkata Municipal Corporation in respect of the Premises and to sign all other papers related thereto.
 - x. To sign the Plan for taking water connection from The Kolkata Municipal Corporation in respect of the said Premises as mentioned in the Schedule below and also to sign all the papers related thereto.

ARL 10

xi. To look after and to control all the affairs for the development of the said land and construction of a new Ground plus Four storied building which is being erected as per sanction building Plan duly sanctioned by The Kolkata Municipal Corporation or other approval of the Government Authority at the cost of the DEVELOPER and the DEVELOPER shall sign and execute on behalf of the owner all the Declaration Deed or any other Declaration as mentioned in the SCHEDULE – A below related thereto and registrar the such document as per requirement for the interest of the proposed project.

xii. To sign, execute and submit all Development Plans, Documents, Statements, Papers, Undertakings, Declarations, may be required for necessary sanction, modification and/or alteration of sanctioned plans by the appropriate authority and other appropriate authorities after signing from the landowner.

xiii. To appear and represent on behalf of the PRINCIPAL i.e. LAND OWNER herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal Police, necessary Departments of Government of West Bengal, in connection with the modification and/or alteration of Development plans for the above mentioned property and also for the interest of the proposed project.

xiv. To pay fees for obtaining the modification of plan and such other orders and permissions from the necessary authorities on behalf of the landowner as required for sanction, modification and/or alteration of the Development Plan and also to submit and take delivery of title deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as my Attorney shall think fit and proper.

xv. To receive the excess amount of fees, if any, paid for the purpose of modification and/or alteration of the revised and/or completion building plan to be sanctioned from the authority or authorities.

xvi. To develop the said property by making construction of such type of building or buildings thereon as the said Attorney may deem fit and proper.

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To apply for obtaining electricity gas, water sewerage, drainage, lift, telephone or other connections or obtaining electric meter or any other utility to the said property and /or to make alteration therein and to disconnect the same and for that purpose to sign, execute and submit all papers, applications, documents and plans related thereto on behalf of the OWNER and submit the same before the concerned authority/ authorities for such connection of electric, drainage and sewerage, water, telephone, gas, connection etc. and to execute and sign all paper plan for sanction drainage and sewerage connection of the said entire property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on my behalf.

xviii. To apply for and obtain building materials from the concerned authorities for consumption of the building on the said property as aforesaid.

xix. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.

xx. To appear and represent me before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.

To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum against the DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE - D of this registered Development Agreement below and the DEVELOPER shall do all the acts in the Premises and the DEVELOPER shall get the DEVELOPER'S ALLOCATION as within mentioned.

xxii. To collect advance or part payment or full consideration money from the intending purchasers of the DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE - D of the this registered Development Agreement, alongwith the proportionate share of land and grant receipt in favour of the interested persons/ persons who are interested to take possession of the flat/ flats etc. in lieu of satisfactory consideration.

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To advertise in different news papers and display, hoarding in different places, and also to engage agency or agencies for giving possession of the Developer's Allocation alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the Developer's Allocation as mentioned in this registered Development Agreement to any Third Party or parties at any consideration price to be fixed up only by the DEVELOPER.

xxiv. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/Car Parking Space including proportionate land share of the said DEVELOPER'S ALLOCATION alongwith the proportionate share of land at my said premises or any part thereof and for that purpose to sign and execute all deeds, as my said Attorney shall think fit and proper as per this registered Development Agreement.

xxv. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.

xxvi. To receive part or full consideration sum against the Developer's Allocation as mentioned in this registered Development Agreement from the intending purchasers and acknowledges the receipt of the same.

District Sub-Registrar, Sealdah, District Sub-Registrar offices at Alipore, Addl. Registrar of Assurance/s at Kolkata, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to execute and register any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Boundary Declaration and or any kind of instrument writing executed and signed by the said Attorney in any manner concerning the said property as per this registered Development Agreement in connection with the DEVELOPER'S ALLOCATION only and present the same before the Registrar for registration.

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xxviii. To take necessary steps for registration of the Developer's Allocation as mentioned in this said registered Development Agreement or any part alongwith the proportionate share of land by the Developer i.e. the Attorney herein.

xxix. To convey, prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.

xxx. To file and defend suits, cases, appeals and applications of whatsoever nature for and on my behalf or to be institute preferred by or any person or persons in respect of the said property.

xxxi. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof in respect of the entire Premises.

xxxii. To sign, declare and/or affirm any plaints, written statements petitions, affidavits, verifications, vokalatnamas, warrant of Attorney Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.

xxxiii. To deposit and withdraw free, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

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

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

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

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- 7. THE DEVELOPER DOTH HEREBY AGREE AND COVENANT WITH THE OWNER as follows:-
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the DEVELOPER will take all the necessary steps and such sanction of modification or alteration is required shall be done at DEVELOPER'S cost without prejudice right, title and interest of the LAND OWNER.
- (ii) To complete the construction of the building within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over peaceful vacant possession therein by the DEVELOPER whichever is later and 6 (Six) months grace period. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the DEVELOPER shall have liberty to extend the time as per its requirement after negotiation and/or discussion with the Land Owner to cover 'Force Meajure' period.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the OWNER whereby the DEVELOPER is prevented from enjoying, selling, assigning and/or disposing of any of the DEVELOPER'S ALLOCATION in the said building.
- (v) The **DEVELOPER** shall act as per the terms and conditions of this Agreement.
- (vi) The DEVELOPER herein shall bear the cost of the sanction building plan, soil test, supervision for construction of the proposed building and also Completion Certificate of the building. The OWNER shall have to pay the K.M.C. taxes and monthly maintenance of her allocation after getting possession/completion certificate from K.M.C. which ever is earlier. The DEVELOPER shall pay the taxes for the period of construction of the building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers. All paper works for sanctioning the building plan will be done and updated by the DEVELOPER at the cost of the OWNER.

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(vii) The complete construction specification shall be part of the agreement under annexure X.

8. MUTUAL COVENANT AND INDEMNITIES:

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

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

BE IT NOTED THAT by this Development Agreement and the related Development Power of Attorney, the DEVELOPER shall only be entitled to receive consideration money by executing Agreement/final document for transfer of property as per provisions laid down in the said documents as a DEVELOPER without getting any ownership of any part of the property under Schedule. This Development Agreement and the related Development Power of

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Attorney shall never be treated as the Agreement/final document for transfer of property between the **OWNER** and the **DEVELOPER** in anyway.

9. JURISDICTION OF THE COURT:

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

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

ALL THAT the piece and parcel of a plot of presently homestead land measuring net land area of 5 (Five) Cottahs 3 (Three) Chittacks 41 (Forty-one) Sq.ft. more or less as per present physical measurement together with one residential tile shed measuring an area of 100 (One hundred) Sq.ft. more or less having cemented flooring standing thereon whereon a new Ground Plus Four storied building with Lift facility shall be erected as per sanctioned building plan to be sanctioned by the K.M.C. situated in Mouza – Nayabad, J.L. No.25, Sheet No. 2, Touzi No.56, being Plot Nos. 24 & 25, comprising in R.S. Dag No. 195, under R.S. Khatian No. 145, corresponding to L.R. Dag No. 195, under L.R. Khatian No. 1765, Sub-Registry Office at Sealdah and District Sub-Registry Office at Alipore, within the Jurisdiction of The Kolkata Municipal Corporation Ward No. 109, known as K.M.C. Premises No. 3593, Nayabad, having Assessee No. 31-109-08-7512-0, under formerly P.S. Purba Jadavpur, presently P.S. Panchasayar, Kolkata – 700 094, District – South 24-Parganas together with all sorts of easement right of common passage on the Northern side and Western side road adjacent to the said property and it is butted and bounded by:-

ON THE NORTH : 30' ft. feet wide common passage;

ON THE SOUTH : Plot Nos. 23 & 22;

ON THE EAST : Land of Block - A;

ON THE WEST : 30' feet wide common passage.

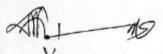
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SCHEDULE – 'B' ABOVE REFERRED TO (OWNER'S ALLOCATION) TO BE OBTAINED FROM THE DEVELOPER

The OWNER shall get entire complete Second Floor and one residential flat to be situated on the First Floor, South-East-North side of the proposed building along with 3 Nos. of Car Parking Space to be situated on the Ground Floor of the proposed building. Besides above the OWNER herein shall also get from the DEVELOPER a non-refundable sum of Rs.30,00,000/- (Rupees Thirty Lac) only by several installments out of which (i) Rs.1,00,000/- (Rupees One Lac) only is being paid at the time of execution and registration of this Development Agreement as mentioned in the Memo of Consideration below and balance (ii) Rs.29,00,000/- (Rupees Twenty-nine Lac) only is to be paid on and within 6 (Six) months from the date of execution and registration of this Development Agreement. The OWNER shall also enjoy the undivided proportionate share of land and also the other common rights and facilities of the proposed building as mentioned in the SCHEDULE "A" above and SCHEDULE "C" herein below. This is the called the OWNER'S ALLOCATION.

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

- 1. All stair-cases and stair landings on all the floors of the said building.
- Stair-case of the building leading towards the vacant roof.
- Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
- 4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
- Roof, Mounted Room, if any, Parapet wall of the building are for the purpose of common services and right.



- 6. Water pump, overhead water tank and all water supply line and plumbing lines.
- Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting.
- 8. Drainages and sewerages including man-hole, junction pits etc. and drive way.
- Boundary walls, main gate and/or side gates if any.
- 10. Vacant space, Care Taker's Room and common W.C. on Ground Floor.
- 11. Lift and lift machine room of the building
- Right of egress and ingress of car from the Car Parking Space to the outside road through common vacant space situated in front of the Car Parking Space.
- 13. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

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

The DEVELOPER herein shall get the rest constructed portion i.e. Entire complete Third Floor and Entire complete Fourth Floor and remaining flat/s to be situated on the First Floor of the proposed building along with remaining Car Parking Space and any other portion/portions to be situated on the Ground Floor of the proposed building (excluding Owner's Allocation as mentioned above). The DEVELOPER shall enjoy the common rights and undivided proportionate share of land as mentioned in the SCHEDULE – "A" and "C" above. The DEVELOPER shall enjoy the common rights alongwith undivided proportionate land share out of total land as mentioned in the SCHEDULE – "A" herein and all the common facilities as mentioned in the SCHEDULE – "C" above.

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

WITNESSES:

1. Sanjoy Sen.
101/1 Santostour AvenuKo)-75.

Swati Sen

SIGNATURE OF THE OWNER

2. Dipok Thoth G/C Mukuneleyes) Kal - 700099 For ABASAN KOLKATA

FOR ABASAN KOLKATAN

SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY:

(DEBES KUMAR MISRA)

ADVOCATE [Enrollment No.F/364/329/1989]

HIGH COURT, CALCUTTA

Resi-cum-Chamber: 69/1, Baghajatin

Place, Kolkata-86

PH-9830236148(D.K.M.),

Email:debeskumarmisra@gmail.com

9051446430(Somesh),

Email:mishrasomesh08@gmail.com

9836115120(Tapesh),

Email:tapesh.mishra85@gmail.com

ANNEXTURE: X

SCHEDULE OF WORK

(SPECIFICATION OF THE BUILDING CONSTRUCTION)

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

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

ELECTRICAL SPECIFICATION OF FLAT

Harvocaner 1. B

Bed Room

- 3 Light points, 1 Fan point, 1 Plug point.

2. Drawing/Dining

ning ... 3 Light points, 1/2 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point.

3. Kitchen

 1 Light point, 2 Plug point (15 amp.), 1 Exhaust Fan point.

4. Toilet

- 1 Light point, 1 Greaser point, 1 Exhaust Fan point.

5. W.C.

- 1 Light point, 1 Exhaust Fan point.

Verandah

1 Light Point.

7. Flat wise separate Main Switch and 1 A.C. point in master Bed Room.

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

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Gradip Kingaray

ABASAN KOLKATA

Partner

MEMO OF CONSIDERATION

RECEIVED the sum of Rs.1,00,000/- (Rupees One Lac) only as part nonrefundable advance sum from the **DEVELOPER** as mentioned in this Agreement in the manner followings:-

Sl. No.	Cheque No.	Date	Name of the Bank & Branch	Amount (Rs.)
1.	000641	08.03.2022	H.D.F.C. Bank Ltd., Kalikapur Branch	Rs.1,00,000.00

TOTAL: Rs.1,00,000.00

(Rupees One Lac) only

WITNESS:

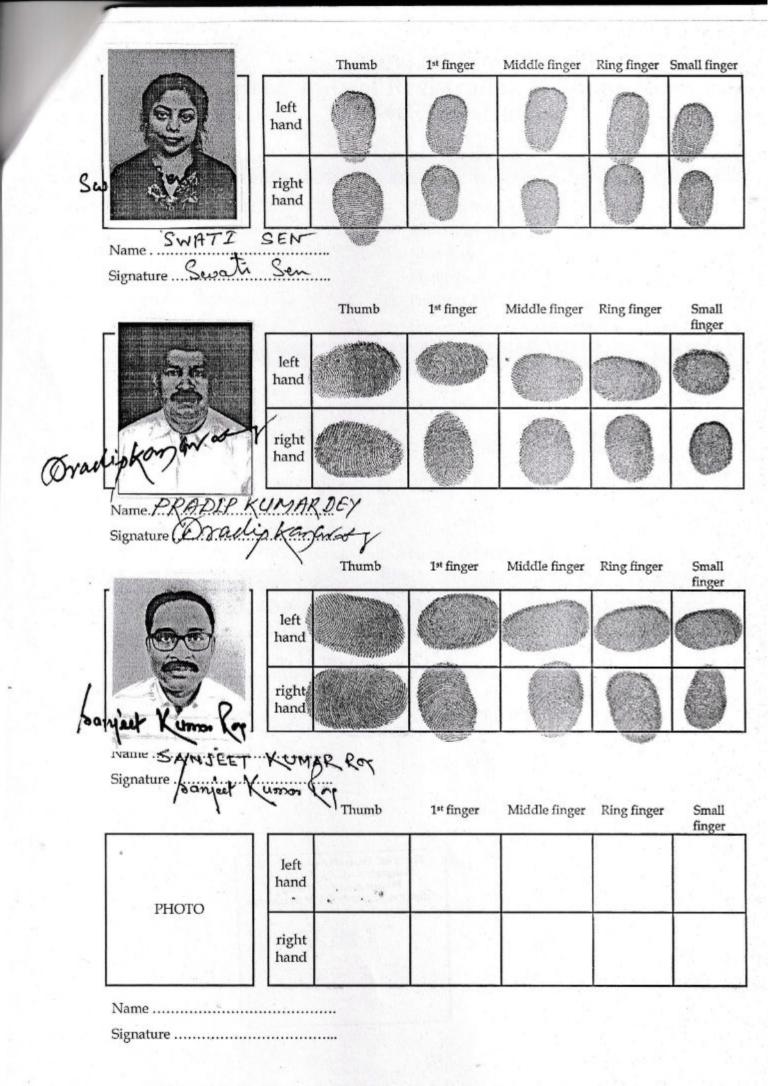
1. Sanjoy &en. 101/1 Santospur Aven Leol-75.

Swats Sen

SIGNATURE OF THE OWNER

2. Dépok gloss, Gle monsuneurston Hell-700099

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

GRN Details

GRN:

192021220200541048

Payment Mode:

Online Payment (SBI Epay)

GRN Date:

07/03/2022 20:49:57

Bank/Gateway:

SBIePay Payment Gateway

BRN:

7535683735840

BRN Date: Method:

07/03/2022 20:03:03

Gateway Ref ID: **Payment Status:**

CH18636960 Successful

State Bank of India NB

Payment Ref. No:

2000708232/1/2022 [Query No/*/Query Year]

Depositor Details

Depositor's Name:

ABASAN KOLKATA

Address:

9 Rupanjali Park Kalikapur

Mobile:

9830065692

Depositor Status:

Others

Query No:

2000708232

Applicant's Name:

Mr Tapesh Mishra

Identification No:

2000708232/1/2022

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000708232/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	9971
2	2000708232/1/2022	Property Registration-Registration Fees	0030-03-104-001-16	1028

Total

10999

IN WORDS:

TEN THOUSAND NINE HUNDRED NINETY NINE ONLY.



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

Query No / Year	2000708232/2022	Office where deed will be registered			
Query No. 1 eat	05/03/2022 1:06:46 PM	Deed can be registered in any of the offices mention on Note: 11			
Applicant Name, Address & Other Details	Tapesh Mishra H C Calcutta, Thana: Hare Stre No.: 9836115120, Status: Advo	et, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile ocate			
accompanies and a series of the series of th		Additional Transaction			
Transaction [0110] Sale, Development agreement Set Forth value	Agreement or Construction	[4002] General Power of Attorney [Rs : 100/-], [4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 1,00,000/-] Market Value			
20170224	All the State of t	Rs. 98,58,711/-			
Rs. 2/-	Denilla III all Ballina	III Total Registration Fee Payable 115 111 1111 1111			
Total Stamp Duty Payable		Rs 1.028/- (Article:E, E, E, B)			
Rs. 10,071/- (Article:48(g		O DE Alon Undergo			
Mutation Fee Payable	Expected date of Presentation of	Stamp!			
is the Wy Mayane	THE THE PASSING TH	Rs. 100/-			
*					
Remarks					

Land Details :

District: South 24-Parganas, Thana: Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3593, , Ward No: 109, Pin Code : 700094

Sch	Plot	Khatian	Land UseRO	R Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
	Number (RS:-)	Number	Proposed Bastu	5 Katha 3 Chatak 41 Sq Ft	1/-	98.31.711/-	Width of Approach Road: 30 Ft.,
_	0 1	Total:		8.6533Dec	4.1	98,31,711 /-	1

Structure Details:

27,000/-	Structure Type: Structure Age of Structure: 0Year, Roof Type: Til
mented Floor, A	on of Structure: OYear, Roof Type: Til
27,000 /-	
	27,000 /-



Land Lord Details :

CONTRACTOR STREET	ne & address	Status	Execution Admission Details:
Santoshpur, P.S:-Purba Jac	ndu, Occupation: House wire, Citizen k4f. Aadhaar No.:	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

SI	Name & address	Status	Execution Admission
	Abasan Kolkata (Partnership Firm) ,9, Rupanjali Park, Kalikapur, City:-, P.O:- Mukundapur, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 PAN No. AAxxxxxx0Q, ,Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative

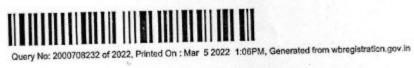
Penresentative Details:

si No	Name & Address	Representative of
1	Mr Pradip Kumar Dey Son of Late Harendra Lal Dey3, North Purbachal Garden Road, City:-, P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AExxxxxx6A, Aadhaar No.: 77xxxxxxxxxx5918	Abasan Kolkata (as Partner)
_	Mr Sanjeet Kumar Roy Son of Mr Rabindra Prasad Roy7, Rupanjali Park, Kalikapur, City:-, P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFxxxxxx8F, Aadhaar No.: 69xxxxxxxxx1024	Abasan Kolkata (as Partner)

Identifier Details:

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

222222	er of property for L From	To. with area (Name-Area)
	Smt Swati Sen	Abasan Kolkata-8.65333 Dec
Trans	fer of property for S	
100000000000000000000000000000000000000	From	To. with area (Name-Area)
1	Smt Swati Sen	Abasan Kolkata-100 Sq Ft



Note:

- If the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days (i.e. upto 04-04-2022) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 04-04-2022)
- Standard User charge of Rs. 240/-(Rupees Two hundred fourty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
- Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
- 11. This eAssessment Slip can be used for registration of respective deed in any of the following offices: D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. SEALDAH, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA





हिता बेटर के जाने A पाने कर कुंप्या पानेत बेट A स्वीपां कार्यांत केंग्रेस कर के महस्त्व ही एक पहली में जिल टेटर में टीप्स क्ष्माता मिल्ल कुंप्यांतेड एक दी, मार्ग, लोजक परेस कुंप्यों - 400 ol 3 कार्यांत्र केंग्रेस कुंप्यों - 400 ol 3 कार्यांत्र केंग्रेस कुंप्यों - 400 ol 3 किंग्रेस केंग्रेस किंग्रेस कुंप्यों कुंप्यांत्र केंग्रेस कुंप्यों केंग्रेस केंग्रेस केंग्रेस केंग्रेस कुंप्यों केंग्रेस केंग्रिस केंग्रेस केंग्रेस केंग्रेस केंग्रेस केंग्रेस केंग्रेस केंग्रिस केंग्रेस केंग्रेस

Swati Sen



ভারতীয় বিশিষ্ট গরিচ্যু ভাষিকরণ

ভারত সরকার

Six Government of India

তালিকাভূতির আই জি / Enrollment No.: 1040/21174/26787

3/01/2014

Swett Sen ชาติโ อศ 101/1, SANTOSHPUR AVENUE Santoshpur Santoshpur,Kolkata Wast Bengal - 700075



KL731118009FT 73111800



অপেশান

সংখ্যা / Your

No. :

7031 8639 2855

- সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



ৰাতী কো Swati Sen দিল: সঙৰি সংকাহ Father: Saptorshi Sarkar

चनवर्ति 4/DOB: 08/09/1979

महिमा / Female



7031 8639 2855

– সাধারণ মানুষের অধিকার

Swati Sen

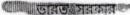


FOR ABASAN KOLKATA

Oradio Kanfir of

FOR ABASAN KOLKATAR





Government of India



সঞ্জিত কুমার রায় Sanjeet Kumar Roy

শিলা : রবিন্দ্র প্রসাদ রায় Father: RABINDRA PRASAD ROY

জন্মভারিম / DOB : 10/01/1977

पुरम्य / Male



6944 8719 1024

আমার আধার, আমার পরিচয়



Grant Hittermer Blanan

Unique Identification Authority of India

ঠিকানা:

 ক্রপত্রশি পার্ক, কালিকাপুর, আলন্দা সাংখা কুষের নিকটে, মুকুন্দগুর, মুকুন্দগুর, দক্ষিণ ১৪ পরগুরা, পশ্চিম বন্ধ, 700099

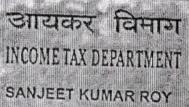
Address:

C/O., 7., Rupanjali Park, Kalikapur, Near Ananda Sangha Club, Mukundapur, Mukundapur, South 24 Parganas, West Bengal, 700099

6944 8719 1024



James Kamas Por



RABINDRA PRASAD ROY

Permanent Account Number

AFPPR0028F

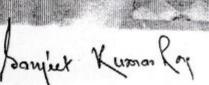
Suror Rox

Signature



भारत सरकार GOVT. OF INDIA









ত প্রত্য

ভারত সরকার Unique Identification Authority of India Government of India

তানিকাভুৱির আই চি / Envolment No.: 1215/80002/02889

ীচ Pradip Kumar Dey প্ৰদী≺ কুমৰৈ গে

3 NORTH PURBACHAL GARDEN ROAD Haltu Haltu Kolkata West Bengal - 700078 9433078560



KH423483452FT

42348345



আপ্লার আধার সংখ্যা / Your Aadhaar No. :

7786 5656 5918

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India

বুদীল কুমাই দে Pradip Kumar Dey পিজ: বালেই বাদ দে Father: Harendra Lai Dey

चनकारित / 008: 10/12/1967 नुसर / Male

7786 5656 5918



আধার – সাধারণ মানুষের অধিকার

Oradio Kansmary

STICATOR विमास मारत सरकार
INCOMETAX DEPARTMENT GE GOVT. OF INDIA
PRADIP KUMAR DEY
HARENDRALAL DEY
10/12/1957
Per maintai Account Name Account Name

Oradio Kongwary

Major Information of the Deed

∠ed No:	I-1604-02351/2022	Date of Registration 08/03/2022			
Query No / Year	1604-2000708232/2022	Office where deed is registered			
Query Date	05/03/2022 1:06:46 PM	D.S.R IV SOUTH 24-PARGANAS, District: South 24-Parganas			
Applicant Name, Address & Other Details	Tapesh Mishra H C Calcutta, Thana: Hare Street Mobile No.: 9836115120, Status	treet, District : Kolkata, WEST BENGAL, PIN - 700001, atus :Advocate			
Transaction		Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs: 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration: 2], [4311] Other than Immovable Property, Receipt [Rs: 1,00,000/-]			
Set Forth value		Market Value			
Rs. 2/-		Rs. 98,58,711/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 10,071/- (Article:48(g))		Rs. 1,060/- (Article:E, E, E,)			
Remarks	Received Rs. 50/- (FIFTY only) area)) from the applicant for issuing the assement slip.(Urban			

Land Details:

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3593, , Ward No: 109 Pin Code : 700094

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	The state of the s	Market Value (In Rs.)	Other Details
L1	(RS :-) .		Bastu		6 Katha 3 Chatak 41 Sq Ft	1/-		Width of Approach Road: 30 Ft.,
	. Grand	Total:			8.6533Dec	1/-	98,31,711 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Types Structure
-					Structure Type: Structure ge of Structure: 0Year, Roof Type

and Lord Details :

SI No	Name, Address, Photo, Finger print and Signature					
1	Name also and also	Photo	Finger Print	Signature		
	Smt Swati Sen Wife of Shri Sanjay Sen Executed by: Self, Date of Execution: 08/03/2022 , Admitted by: Self, Date of Admission: 08/03/2022 ,Place : Office			Swati Sen		
		08/03/2022	LTI 08/03/2022	08/03/2022		

101/1, Santoshpur Avenue, City:-, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: bnxxxxxx4f, Aadhaar No: 70xxxxxxxx2855, Status:Individual, Executed by: Self, Date of Execution: 08/03/2022

, Admitted by: Self, Date of Admission: 08/03/2022 ,Place: Office

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Abasan Kolkata 9, Rupanjali Park, Kalikapur, City:-, P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, PAN No.:: AAxxxxxx0Q, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

Name,Address,Photo,Finger	print and Signatur	e y	
Name	Photo	Finger Print	Signature
Mr Pradip Kumar Dey (Presentant) Son of Late Harendra Lal Dey Date of Execution - 08/03/2022, Admitted by: Self, Date of Admission: 08/03/2022, Place of Admission of Execution: Office	为美		Grady Kongway
	Mar 8 2022 1:22PM	LTI 08/03/2022	08/03/2022
Bengal, India, PIN:- 700078, S	Sex: Male, By Cas	te: Hindu, Occup	pa, District:-South 24-Parganas, West pation: Business, Citizen of: India, , Pesentative, Representative of : Abasa
Name (Springer)	Photo	Finger Print	Signature
Mr Sanjeet Kumar Roy Son of Mr Rabindra Prasad Roy Date of Execution - 08/03/2022, , Admitted by: Self, Date of Admission:			Javjet Kamor Rey

LTI 08/03/2022 08/03/2022

Mar 8 2022 1:22PM

7, Rupanjali Park, Kalikapur, City:-, P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx8F, Aadhaar No: 69xxxxxxxx1024 Status: Representative, Representative of: Abasan Kolkata (as Partner)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Tapesh Mishra Son of Mr D K Misra High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			Tagurh illiobra
	08/03/2022	08/03/2022	08/03/2022

Identifier Of Smt Swati Sen, Mr Pradip Kumar Dey, Mr Sanjeet Kumar Roy

Trans	fer of property for L	
SI.No	From	To. with area (Name-Area)
1	Smt Swati Sen	Abasan Kolkata-8.65333 Dec
Trans	fer of property for S	510 m C 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
SI.No	From	To. with area (Name-Area)
1	Smt Swati Sen	Abasan Kolkata-100.00000000 Sq Ft

Endorsement For Deed Number: I - 160402351 / 2022

On 08-03-2022

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

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

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

Presented for registration at 12:27 hrs on 08-03-2022, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr Pradip Kumar Dey ,.

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 98.58.711/-

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

Execution is admitted on 08/03/2022 by Smt Swati Sen, Wife of Shri Sanjay Sen, 101/1, Santoshpur Avenue, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession House wife

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

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

Execution is admitted on 08-03-2022 by Mr Pradip Kumar Dey, Partner, Abasan Kolkata (Partnership Firm), 9, Rupanjali Park, Kalikapur, City:-, P.O:- Mukundapur, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099

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

Execution is admitted on 08-03-2022 by Mr Sanjeet Kumar Roy, Partner, Abasan Kolkata (Partnership Firm), 9, Rupanjali Park, Kalikapur, City:-, P.O:- Mukundapur, P.\$:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,060/- (B = Rs 1,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 1,028/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/03/2022 8:53PM with Govt. Ref. No: 192021220200541048 on 07-03-2022, Amount Rs: 1,028/-, Bank: SBI EPay (SBIePay), Ref. No. 7535683735840 on 07-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,971/-

1. Stamp: Type: Impressed, Serial no 1967, Amount: Rs.100/-, Date of Purchase: 04/03/2022, Vendor name: T K

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/03/2022 8:53PM with Govt. Ref. No: 192021220200541048 on 07-03-2022, Amount Rs: 9,971/-, Bank: SBI EPay (SBIePay), Ref. No. 7535683735840 on 07-03-2022, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2022, Page from 87158 to 87202

being No 160402351 for the year 2022.



Digitally signed by ANUPAM HALDER Date: 2022.03.09 14:55:13 +05:30 Reason: Digital Signing of Deed.

(Men).

(Anupam Halder) 2022/03/09 02:55:13 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)