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INDIA NON JUDICIAL

अभिद्वय पश्चिम बंगाल WEST BENGAL

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Certified that the document is  
to registration. The Signature Sheet and  
endorsement Sheets Attached to the  
document are the part of the document.

Additional District Sub-Registrar  
District Court, 24-Pgs. Number

04 OCT 2024

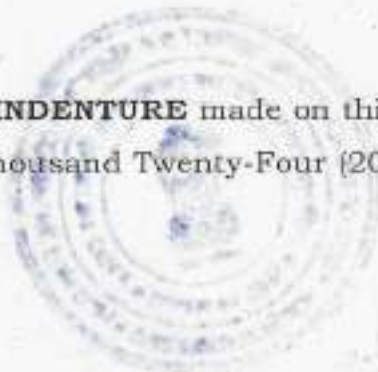
AGREEMENT FOR DEVELOPMENT

AND

POWER OF ATTORNEY FOR DEVELOPMENT

THIS INDENTURE made on this the  
Two Thousand Twenty-Four (2024),

4<sup>th</sup> day of October.



अभिद्वय पश्चिम बंगाल  
DISTRICT COURT, 24-PGS. NUMBER  
04 OCT 2024

কমিক নং ৪৫২ তারিখ ১৭-১২-২১  
মূল্য : ১৫/-  
ক্রেতা : Reliance Construction Co.  
ঠিকানা : ২৪১/৬৭ H.K. Setthi Lane Kal-50  
ডেডার : Ranjit Singh  
লাইসেন্স ডেডার  
কামিপুর দফতর : চন. আর. ডকুমেন্ট

বি  
ডেডারের নাম - সঞ্জিতা পাল  
ক্রেতার নাম :- ব্যারাকপুর  
ডি ডি নং : 29 JAN 2024  
স্ট্যাম্প খরদের তারিখ : 1100000  
এ টি.ডি. নং মোট কত টাকার  
স্ট্যাম্প খরদ করা ইহায়াছে।



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Calcutta, Dum Dum  
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**BETWEEN**


**SRI SANDIP KUMAR MITRA (PAN-AFUPM7351K, Aadhar - 2667 0498 9843, Mob.9433439462)**, Son of Late Upendra Nath Mitra, by faith - Hindu, by Nationality - Indian, by occupation - Retired Person, residing at 29/4A, Haray Kristo Sett Lane, Post Office and Police Station - Sinthee, Kolkata - 700050, West Bengal, hereinafter called and referred to as the **"LAND OWNER / OWNER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, legal representatives and assigns) of the **ONE PART.**

**AND**

**M/s. RELIANCE CONSTRUCTION COMPANY, (PAN - ADRPD8180E)**, a proprietorship firm, represented by its present proprietor, **SIBASIS DAS, (PAN - ADRPD8180E, Aadhar - 7549 6559 7354, Mob.9433010910)**, son of Sanjib Chandra Das, by faith Hindu, by occupation Business, residing at 28/1G, Hare Kristo Sett Lane, Post Office Sinthee, Police Station Sinthee, Kolkata - 700050, hereinafter referred to and called as **"PROMOTER / DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to include its successors and/or in office, administrators and assigns) of the party of the **OTHER PART.**

**WHEREAS** by an Indenture dated the Twenty Ninth day of July One Thousand Eight Hundred and Ninety Two and made between Srimutty Goculmoni Dassi and Ramnarain Das her husband therein described of the One part and Davendranath Mullick also therein described of the Other part after reciting among other things an Indenture of Lease dated the Sixteenth day of October One Thousand Eight Hundred and Sixty Three and made between Kumar Kali Coomar Mullick Roy and Srimutty Badal Kumari Dassee therein described of the One part and the said Srimutty Goculmany Dassee of Other part whereby All That piece or parcel of Garden land at Sinthi in the



  
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District of Twenty Four Parganas therein more particularly described and intended to be thereby granted and transferred was demised and leased unto the said Srimutty Goculmani Dassi her executors administrators representatives and assigning from the First day of Kartic Twelve Hundred and Seventy (of the Bengali calendar) corresponding with the Seventeenth day of October One Thousand Eight Hundred and Sixty Three for the full period and term of nine hundred and ninety nine years then next ensuing at a monthly rent of Rupee One per month payable monthly and every month on the first day of each and every Bengali month proceeding the month in respect whereof such rents should have accrued due it was witnessed for the consideration therein mentioned that the said Srimuty Goculmony Dasee and Rannarain Das did thereby again and transfer unto the said Debendranath Mullick his assigns the said piece or parcel of garden land or ground together and appurtenance and also the said Indenture of Lease dated the Sixteenth day of October One Thousand Eight Hundred and Sixty Three and all deeds relating to the said garden land to hold the same unto the said Devendra Nath Mallick his executors administrators representatives and assigns for all the residue then unexpired of the said term of Nine Hundred and Ninety Nine years at and under the rent reserved by the said Indenture of Lease and subject to the covenants and conditions in the same Indenture contained and which henceforth on the part of the Lessee his executors administrators representatives and assigns ought to be observed and performed.

**AND WHEREAS** by an Indenture dated the Twenty Eighth day of April One Thousand and Nine Hundred and made between the said Devendranath Mullick for the consideration therein mentioned granted conveyed transferred assured and assigned the said piece or parcel of garden land or ground and the said building and all out-houses walls godown and other buildings standing on part thereof together with all appurtenances to hold the same unto the said Hadjee Abdul Latif Hadjee Ahmed his heirs executors administrators and assigns for all the residue then unexpired of the said term



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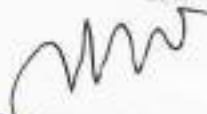


of Nine Hundred and Ninety Nine years at and under the rent reserved by the said Indenture of Lease of the Sixteenth day of October One Thousand Eight Hundred and Sixty Three and subject to the covenants and conditions therein contained.

**AND WHEREAS** by an Indenture bearing date the 17th day of June 1901 and made between the said Hadjee Abdul Latiff Hadjee Ahmed of the One part and Hadjee Syed Ali of the other part the said Hadjee Abdul Latiff Hadjee Ahmed for the consideration therein mentioned granted conveyed transferred assured and assigned the said piece or parcel of garden land or ground together with the two storied building standing on part thereof and all out houses walls and godown and other buildings standing on parts thereof as also the furniture and other articles lying in the said garden together with all appurtenances to hold the same unto the said Hadjee Syed all his heirs executors administrators and assigns for all the residue then at and under the rent unexpired of the said term of 999 years reserved by the said Indenture of Lease and subject to the covenants and conditions therein contained.

**AND WHEREAS** by an Indenture bearing date the 15th day of March 1909 and made between the said Hadjee Syed Ali of the One Part and Mutty Lal Mukherjee of the Other part the said Hadjee Syed Ali for the consideration therein mentioned conveyed transferred assured and assigned unto the said Mutty Lal Mukerjee his heirs executors administrators and assigns all that piece or parcel of garden land or ground situate lying at Sinthi and measuring by estimation 15 Bighas and 17 Cottahs more or less together with the upper normal brick built messuage tenement or dwelling house and all other house or houses out-houses stables Coach houses godown buildings erected on the part of the said land as also the furniture and other articles lying in the said garden to hold the same unto the said Mutty Lal Mukherjee his heirs executors administrators and assigns for all the residue then unexpired of the



  
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said term of 999 years at and under the rent reserved by the said Indenture of Lease and subject to the coven tees and conditions therein contained.


**AND WHEREAS** the said Mutty Lal Mukherjee who was a Hindu governed by the Bengal School of Hindu Law died intestate in or about March 1918 leaving him surviving his Seven sons Debendra Nath Mukherjee, Narendra Nath Mukherjee, Satyendra Nath Mukherjee, Dwijendra Nath Mukherjee, Sudhindra Nath Mukherjee, Nripendra Nath Mukherjee, Binoyendra Nath Mukherjee and Smt. Nihar Mohini Deb as his sole widow as his heirs and legal representatives under the said Bengal School of Hindu Law.

**AND WHEREAS** in the year 1930 Mukherjee filed a suit in the 2nd Court of the Subordinate Judge at Alipore being Title Suit No.112 of 1930 against Narendra Nath Mukherjee, Satyendra Nath Mukherjee, Dwijendra Nath Mukherjee, Sudhindra Nath Mukherjee, Nripendra Nath Mukherjee, Binoyendra Nath Mukherjee and Smt. Nihar Mohini Debya for partition of joint properties mentioned in the schedule thereto inter alia Premises No.29 and 29/1, Haray Kristo Sett Lane, Cossipore.

**AND WHEREAS** by the preliminary decree passed in the said suit No.112 of 1930 the shares of the parties in premises No.29 and 29/1, Harey Kristo Sett Lane, Calcutta were declared and a Writ of Commission was issued to Surendra Mohan Guha, Pleader, Commissioner to partition the said Premises 29 and 29/1, Harey Kristo Sett Lane by metes and bounds in terms of the said preliminary decree dated 13th day of September, 1930.

**AND WHEREAS** by his return dated the 29th day of June 1931 the said Surendra Mohan Guha, Pleader Commissioner allotted to Benoyendra Nath Mukherjee the defendant No.6 Lot No.I with buildings, structures thereon measuring 16 cottahs 9 chittacks 33 square feet valued at Rs.9850/- and bordered with green colour in the plan annexed to the said return and he



  
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thereby directed the said Benoyendra Nath Mukherjee to pay Rs.246/- as owelty to Mr. Narendra Nath Mukherjee the defendant No.1.

**AND WHEREAS** by the final decree passed in the said suit No.112 of 1930 and dated the 31st day of July 1931 the said return of the Commissioner of Partition dated 29th day of June 1931 was duly confirmed and it was decreed that the plaintiff and the defendants other than the defendant No.7 shall have sole and absolute title to and possession of their respective allotments and the defendant No. 7 shall have a life interest in her allotment which shall pass to her sons (the plaintiffs and the defendants nos.1 to 6) in equal shares on her death and it was thereby further ordered that plaintiff do recover a sum of Rs.17942/- from each of the defendants Nos.1 to 6 on account of the costs of the suit which he has paid.

**AND WHEREAS** said Benoyendra Nath Mukherjee has since paid the said sum of Rs.246/- to Narendra Nath Mukherjee and the sum of Rs.17942/- to the Plaintiff in the said suit No. 112 of 1930.

**AND WHEREAS** said Benoyendra Nath Mukherjee by a registered Deed of Sale on 23.03.1942, registered at the office of S.R. Cossipore Dum Dum, recorded in Book No.I, Volume No.15, Pages from 71 to 81, being No.584 for the year 1942, sold, conveyed and transferred ALL THAT piece and parcel of land containing by admeasurement an area of 16 Cottahs 9 Chittacks 33 Sq.ft. more or less together with building, structures, standing thereon at Premises No.29/4, Harey Kristo Sett Lane to hold the same unto the said Smt. Nihar Bala Mitra her heirs, executors, administrators representatives and assigns for all the residue now unexpired of the said term of 999 years at and under the rent reserved by the said Indenture of Lease and subject to the covenants and conditions therein contained.





  
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**AND WHEREAS** the said premises No. 29/4, Harey Kristo Sett Lane has subsequently been renumbered and separately assessed as 29/4A, 29/4B and 29/4C, Harey Kristo Sett Lane by the Municipal Corporation of Calcutta.


**AND WHEREAS** said Smt. Nihar Bala Mitra by a registered Bengali scripted Deed of Sale on 08.03.1985, registered at the office of R.A. Calcutta, recorded in Book No.I, Volume No.94, Pages from 88 to 96, being Deed No.3589 for the year 1985, sold, conveyed and transferred ALL THAT piece and parcel of Bastu land measuring an area of 1 Cottah 9 Chittacks more or less (excluding 10ft wide common passage facility) together with Tin Shed structure at 29/4C, Harey Kristo Sett Lane, Kolkata- 700050, in favour of Smt. Pratima Das.

**AND WHEREAS** said Smt. Nihar Bala Mitra by another registered Deed of Sale on 21.06.1985, registered at the office of S.R. Cossipore Dum Dum, recorded in Book No.I, Volume No.56, Pages from 83 to 100, being Deed No. 2838 for the year 1985, sold, conveyed and transferred ALL THAT piece and parcel of land measuring an area of 2 Cottahs 12 Chittacks 42 Sq.ft. more or less (excluding 10ft wide common passage facility) together with Kancha structure and or C.I. Shed standing thereon at 29/4C, Harey Kristo Sett Lane, Kolkata-700050 in favour of Smt. Pranati Sen.

**AND WHEREAS** after selling the aforesaid property the said Smt. Nihar Bala Mitra became the owner of remaining portion of Bastu land measuring an area of 10 Cottahs 06 Chittacks more or less and land measuring 1 Cottah 13 Chittacks 36 Sq.ft. more or less used for common passage purpose together with partly one storied and partly two storied building standing thereon lying and situated at Premises No. 29/4A & 29/4B, Harey Kristo Sett Lane, Kolkata-700050.

**AND WHEREAS** said Smt. Nihar Bala Mitra during her life time she had made a registered WILL dated 24/02/1999, registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No.III, Volume No.I, Pages from 187 to



  
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192, being Deed No.37 for the year 1997, in respect of Premises No. 29/4A & 29/4B, Harey Kristo Sett Lane, Kolkata-700050, in favour of her fifth son namely Sri Sandip Kumar Mitra and Fourth son Sri Ranjit Kumar Mitra and the said Sri Sandip Kumar Mitra appointed as Executor as per the said will.

**AND WHEREAS** after making the said WILL the said Smt. Nihar Bala Mitra died intestate on 02.03.2000.

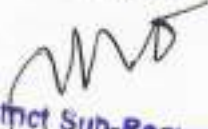
**AND WHEREAS** after demise of the said Smt. Nihar Bala Mitra the said Sri Sandip Kumar Mitra applied for probate from the Calcutta High Court, vide P.L.A. No. 30 of 2002 and the said WILL was granted and or probated on 20/06/2002 from the Calcutta High Court.

**AND WHEREAS** as per provision of the said will the said Sri Sandip Kumar Mitra became the sole and absolute owner of land measuring 7 Cottahs 6 Chittacks more or less with partly one storied and partly two storied building lying and situated at Premises No.29/4A, Harey Kristo Sett Lane, Kolkata-700050, more fully and particularly described in the Schedule 'Ka' of the said will and the said Sri Sandip Kumar Mitra duly mutated his name in respect of the said property in the records of Kolkata Municipal Corporation being Assessee No.110020800630.

**AND WHEREAS** as per provision of the said will the said Sri Ranjit Kumar Mitra became the sole and absolute owner of land measuring 3 Cottahs more or less together with R. T. shed measuring 600 Sq.ft. more or less at Premises No.29/4B, Harey Kristo Sett Lane. Kolkata-700050, more fully and particularly described in the Schedule "Kha" of the said will and the said Sri Ranjit Kumar Mitra duly mutated his name in respect of the said property in the records of Kolkata Municipal Corporation being Assessee No.110020800641.

**AND WHEREAS** the said Ranjit Kumar Mitra transferred ALL That piece and parcel land measuring 3 Cottahs more or less together with R. T. shed measuring 600 Sq.ft. more or less at Premises No. 29/4B, Harey Kristo Sett



  
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Lane, Kolkata-700050, in favour of Sandip Kumar Mitra by way of Deed of Gift, dated 01.02.2024, registered before the Office of ADSR Cossipore Dumdum, recorded in Book No.I, Volume No.1506-2024, Page from 33734 to 33752, Being No.150600923 for the year 2024.


**AND WHEREAS** the said Sandip Kumar Mitra after becoming the absolute owner in respect of ALL THAT piece and parcel of bastu land measuring 10 (Ten) Cottahs 6 (Six) Chittacks more or less together with two storied building standing thereon and along with R.T Shed measuring 600 Square Feet more or less lying and situated under Mouza Gupta Brindaban, Dihi-Panchannagram, Division -I, Sub-Division-15, Holding No.121, now known as Premises Nos.29/4A & 29/4B, Harey Kristo Sett Lane, Police Station - Cossipore now Sinthee, Kolkata - 700050, mutated his name before Kolkata Municipal Corporation and obtained new Assessee No. 110020800641 and started paying taxes accordingly.

**AND WHEREAS** the said Sandip Kumar Mitra with the intention to amalgamate the both the Premises Nos.29/4A & 29/4B into one Premises obtained new Premises No.29/4A, more fully and particularly mentioned in Schedule "A" hereinbelow, and obtained new Assessee No. 110020800630.

**AND WHEREAS** thus the Land Owner is presently seized and possessed and rightfully entitled to her portions of land being ALL THAT piece and parcel of bastu land measuring 10 (Ten) Cottahs 6 (Six) Chittacks more or less together with two storied building standing thereon and along with R.T. Shed measuring 600 Square Feet more or less lying and situated under Mouza Gupta Brindaban, Dihi- Panchannagram, Division -I, Sub-Division-15, Holding No.121, now known as Premises No.29/4A, Harey Kristo Sett Lane, Police Station - Cossipore now Sinthee, Kolkata - 700050, within Ward No.002, Borough No.1 of, Assessee No.110020800630, being more particularly described in the Schedule "A" given hereunder.





  
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**AND WHEREAS** the Land Owner declares that he has a good and marketable title over the said property and the said property is absolutely free from all encumbrances, charges, liens, *lis pendens*, attachments, whatsoever or howsoever.

**AND WHEREAS** the Land Owner being desirous of developing the said property by constructing a G+3 storied building consisting of several flats and/or apartments in accordance with the Building Plan sanctioned from the Kolkata Municipal Corporation, had earlier approached a Developer namely, M/S. RELIANCE CONSTRUCTION COMPANY, a proprietorship firm, represented by its present proprietor, SIBASIS DAS, son of Sanjib Chandra Das, residing at 28/1G, Hare Kristo Sett Lane, Post Office - Sinthee, Police Station - Sinthee, Kolkata - 700050, for development.


**AND WHEREAS** the Land Owner being desirous of developing the said property by constructing a G+3 storied building consisting of several flats and/or apartments in accordance with and along with the benefit of the Building Plan which will be sanctioned from the Kolkata Municipal Corporation under Ward No.002, Borough No.1, of the Kolkata Municipal Corporation, approached the Developer herein for construction of G+3 storied building consisting of several flats and/or apartments in the said property.

**AND WHEREAS** the new Developer M/S. RELIANCE CONSTRUCTION COMPANY being interested to develop the aforesaid property having experience in the field of building construction and development work has agreed to the said proposal of the Land Owner to develop and construct a building consisting of several flats and/or apartments and/or spaces in the said property at his own cost and expenses.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and amongst the parties hereto as follows: -

**1. DEFINITION :-**



  
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Unless there is anything repugnant to the subject or context;

(A) **BUILDING** shall mean the proposed G+3 storied building which is to be constructed, after demolishing the existing old structures on ALL THAT piece and parcel of bastu land measuring 10 (Ten) Cottahs 6 (Six) Chittacks more or less together with two storied building standing thereon and along with R.T Shed measuring 600 Square Feet more or less lying and situated under Mouza Gupta Brindaban, Dihi- Panchannagram, Division -I, Sub-Division-15, Holding No.121, now known as Premises **No.29/4A**, Harey Kristo Sett Lane, Police Station - Sinthee (formerly Cossipore), Kolkata - 700050, within Ward No.002, Borough No.1 of, Assessee **No.110020800630**, being more particularly described in the Schedule "A" given hereunder given, as per sanctioned building plan from the Kolkata Municipal Corporation.

(B) **OWNER'S ALLOCATION** shall generally mean and include the entitlement of the Owner share i.e., 50% more fully and particularly described and mentioned in the Schedule "A-1" hereunder.

(C) **DEVELOPER'S ALLOCATION** shall generally mean and include the residual portion of the total available constructed area in the proposed G+3 storied building at the subject premises, apart from the Owner's Allocation as indicated above, which the Developer shall be entitled to exploit commercially by selling, transferring, or dealing in the manner of its choice, and more fully and particularly described and mentioned in the Schedule "A-2" hereunder.

(D) **SANCTIONED PLAN** shall mean the building plan which will be sanctioned in the name of the Owner from the Kolkata Municipal Corporation along with all its subsequent lawful modifications.

**2. THIS AGREEMENT** shall be deemed to have commenced on and with effect from the date of execution of this agreement.



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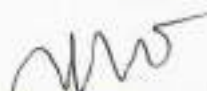
**3. THE OWNERS HEREBY DECLARE AS FOLLOWS:-**

- A) That the Owner absolutely seized and possessed of well and sufficiently entitled to the said property.
- B) That the said property is free from all encumbrances, charges, liens, *lis pendens*, attachments, acquisitions, whatsoever or howsoever and the Owner has a good marketable title in respect of the said property.
- C) That any error in the description of the said property, if subsequently detected will be corrected by the Owner by executing rectification deed(s) and/or declaration(s) necessary for the purpose.
- D) That there is no existing/subsisting agreement regarding Development or Sale of the said property between the Owner and any third party, and even if there was any, all such agreements have been terminated and/or cancelled and the Owner agree to keep the Developer absolutely and completely indemnified against all such third party claims in respect of the said property, if arisen in future.

**4. THE OWNERS AND THE DEVELOPER HERBY DECLARE AND COVENANT AS FOLLOWS:-**

- A) That the Owner hereby grants exclusive right to the Developer to undertake new construction on the said premises in accordance with the plan to be sanctioned (along with all lawful modifications, subsequent or otherwise) by the Kolkata Municipal Corporation, if any.
- B) That all applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining / renewing necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owner at the Developer's own cost and expenses.
- C) That the Owner will make over vacant possession to the Developer and also the original deeds, documents and papers relating to the said property shall remain in the custody of the Developer during the period of construction of the building till the completion of the whole project and the said documents shall ultimately be handed over back to the Owners



  
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Association / Association of Flat / Apartment Owners, after completion of the Development project.

D) That the Owner shall grant to the Developer an appropriate Power of Attorney (included in these presents) and all authorisations to obtain on behalf of the Owners all necessary permissions and sanctions from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Municipal and other authorities and other allied matters and also further to sell and transfer to any intending purchaser or purchasers from the Developer's Allocation in the proposed building and to receive earnest money or full consideration money's from the prospective buyers and to grant proper money receipt thereof and to execute Agreements for Sale, Deeds of Conveyance for Sale of space/flats/garage/shop, etc. on behalf of the Owners before the competent registering authority, only to the extent of Developers Allocation.

E) That the Owner and the Developer shall be exclusively entitled to their respective Allocations in the proposed 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 other and the Owner or anyone claiming under them shall not in any way interfere with or disturb the quite and peaceful possession of the Developer's Allocation; likewise, the Developer shall also not interfere with the Owner's Allocation provided the Owner (vis a vis the Developer) performs its obligations appropriately, as agreed.

F) That in so far as necessary all dealings by the Developer in respect of the building including Agreements for Sale or Transfer concerning Developer's Allocation shall be in the name of the Owners, and for that purpose the Owner undertake assist the Developer an appropriate Power of Attorney in the form and manner as may be required by the Developer.

G) That the Owner (either personally or through their Attorney/Attorneys) shall execute the Deed of Conveyance or Conveyances in favour of the Developer or their nominee or nominees or the intending Purchaser or Purchasers of the Developer's Allocation in such part or parts as shall be required by the Developer; similarly, the Developer shall



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join in all deeds, agreements and documents as Confirming Parties including those of the Owner's Allocation, if required, but each party shall appropriate exclusively the exploitation value / proceeds of their respective allocations only.

H) That the Developer shall at its own costs construct and complete the new building at the said premises in accordance with the sanctioned plan and confirming to such specification as are more fully and particularly mentioned and described in the Schedule "C" hereunder given and as may be recommended by the Architect from time to time appointed for the purpose and it is hereby clearly understood that the decision of the Architect and/or the Developer regarding the quality of the materials shall be final and binding on the parties hereto, more fully mentioned in Schedule "E".

I) That the Developer shall install in the said building at its own costs motor pump, water storage tanks, overhead reservoirs, electric wiring and installations including fittings and other facilities as are required to be provided in the new building to be constructed for sale of flats therein on Ownership basis and as agreed upon.

J) That the Developer shall be authorised in the name of the Owner in so far as is necessary to apply for and obtain temporary and permanent connection of electricity, water supply, drainages, sewerage and/or other facilities, if any, required for the construction or enjoyment of the building, at its own cost.

K) That the Developer shall at its own costs and expenses and without creating any financial or other liabilities on the Owner construct and complete the said new building in accordance with the sanctioned building plan and any lawful amendment thereto or modification thereof PROVIDED HOWEVER no alternation or modification shall be made in the Owner's Allocation without the consent of the Owners in writing.

L) That the Developer shall make an arrangement at its own costs and expenses for obtaining the Completion / Clearance / Occupancy Certificate from the Kolkata Municipal Corporation after regularising whatever modifications, alterations and/or deviations, if any, made



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during construction of the said proposed building and a photocopy of the same may be handed over to the Land Owner by the Developer.

M) That from the date of executing Development Agreement of the said property to the Developer, the Municipal rates and taxes as also other outgoings in respect of the said property and till such time as the possession of the said Owner's Allocation is made shall be borne and paid by the Developer.

N) That the Developer shall have every right and liberty to apply for sanctioned building plan from Kolkata Municipal Corporation on behalf of the Land Owner on the basis of the Power of Attorney.

O) That the Owner will give vacant possession of the aforesaid premises for construction of the multi storied building to the Developer.

P) The Developer shall be entitled to sell, transfer assign any or all constructed area of the proposed G+3 storied building except Owner's Allocation, in any manner to any intending purchaser/purchasers thereof as solely be chosen and selected by the Developer and to enter into Agreement for Sale to receive application money, booking money, earnest money and to receive consideration in part or full for sale of any portion or portions of the said building and to sign or execute and register any Agreement for Sale, Sale Deed, Deed of Sale or Deed of Conveyance/Conveyances to submit the same before any registering authority for registration of the same.

Q) That the Developer shall bear all the expenses with regard to the proposed construction.

**5. IT IS FURTHER AGREED BY AND BETWEEN THE OWNER AND THE DEVELOPER AS FOLLOWS :-**

1. That as soon as the building is completed the Developer shall inform in writing to the Owner requiring him to take possession of the Owner's Allocation in the building and from the date of such information and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties and other public outgoings and impositions whatsoever payable in respect of the Owner's Allocation and the proportionate share in the charges for



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maintenance as agreed upon of the common areas of the Building. However, during the period of construction the property taxes will be borne by the Developer.

2. That on and from the date of handing over of the Owner's Allocation of the building back to the Owner, the Owner shall also be responsible to pay and bear the service charges and/or maintenance charges for the common facilities in the new building payable with respect to and in proportion with the Owner's Allocation.

3. That the Owner shall not do any act, deed or thing whereby the Developer shall be prevented from making construction and completion of the said building. The Developer shall act as per the terms and specifications of this Agreement.

4. That neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance annoyance or hazard to the other purchasers/occupiers of the newly constructed building.


5. That all the parties hereto shall abide by all statutory rules and regulations, bye laws, etc.

6. That all the respective parties and/or their assignees shall keep or cause to be kept at all times the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the building in proper condition and repair so as not to cause any damage to the building or any other space or accommodation therein.

7. That neither party and/or their assignees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building after handing over possession.

8. That both the Developer and the Land Owner herein shall enjoy their respective allocations/portions in the said multi-storied building forever with absolute right and authority to hold, use occupy, enjoy, transfer, sale, gift, mortgage and assign the same in any manner they like.



  
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All such right and authority of the parties hereto in no way could be taken off or infringed by either of the parties under any circumstances.

9. That the Developer hereby undertakes and agrees with the Land Owner not to let out grant lease, mortgage assign and / or create charge of the Owner's Allocation before handing over possession to the Land Owner.

10. That the Developer shall start construction of the said premises immediately as per sanctioned building plan from Kolkata Municipal Corporation.

**6. THE OWNER HEREBY AGREE AND COVENANTS WITH THE DEVELOPER AS FOLLOWS:-**

1. Not to cause any interference or hindrance in the construction of the said building at the said property by the Developer, and the Developer shall act as per the terms and specifications of this Agreement.

2. Not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said property, subject to allotment and handing over peaceful and vacant possession to the Owner of their allocated portion after completion of the construction of the proposed building. However, this shall not be any prejudice to the Developer's rights to enter into any Agreement for Sale / Deed of Sale with any intending purchaser. The Developer shall be exclusively entitled to the Developer allocation of the proposed G+3 storied building with every right and authority to transfer and otherwise deal with or dispose the same without any right claim or interest of any nature whatsoever of the Land Owner and the Land Owner shall not in any way interfere with or disturb the quite peaceful possession of the Developer's Allocation.

3. Not to let out, grant lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction subject to compliance of all the conditions on the part of Developer.

4. To remain bound to execute/confirm all Agreements for Sale or Transfer and all Deeds for Sale or Transfer concerning Developer's



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Allocation and shall remain bound to execute an appropriate Power of Attorney empowering the Developer to execute all such Agreements for Sale or Transfer and all Deeds for Sale or Transfer for and on behalf of the Owner concerning Developer's Allocation of the building at the said property. The Owner also hereby agree and undertake that the Power of Attorney to be executed in favour of the Developer shall remain in force till all the Deeds of Conveyances are executed and registered in favour of the intending Purchaser or Purchasers of either whole or any part of the Developer's Allocation; PROVIDED THAT the Developer shall not misuse the said Power of Attorney, nor cause any damage or financial loss to the Owner.

5. That the Land Owner will be entitled to transfer or otherwise deal with the owner's allocation according to her absolute discretion.


6. It is categorically agreed to and declared by the Land Owner hereof that as the entire cost of construction is being borne by the Developer of the proposed building exclusively for such reason the Land Owner agree that the consideration or money receivables towards Sale / Transfer of the flat / flats unit / units, and / or space / spaces of the Developer's Allocation in the proposed building including earnest money or booking money shall be received and appropriated exclusively by the Developer for all times to come hereafter and neither the Land Owner nor any one on their behalf will be entitled to claim any part or portion of the said consideration amount on any ground whatsoever, provided 'Schedule A-1' is complied by the Developer.

7. The Developer shall install and erect in the building at the Developers own cost a pump set, water storage underground/overhead tank, electrical wirings, fittings and installations and other facilities that may be required to be provided in the multi storied building having self-contained flats constructed for sale on Ownership basis.

**7. THE DEVELOPER HEREBY AGREES AND COVENANT WITH THE OWNER AS FOLLOWS:-**

1. To complete the construction of the building within **24 months** from the date of handing over of vacant peaceful possession of the subject



  
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premises by the Owner to the Developer, after obtaining of sanctioned building plan from the concerned municipal authority, subject to the clause of *Force Majeure* and other conditions beyond the control of the developer, in default, the Developer shall be liable to pay appropriate compensation, as indicated hereunder.

2. Not to transfer and/or assign the benefits of this Agreement or any portion therewith to any third party without the consent in writing of the Owner.

3. Not to violate or contravene any of the provisions or rules applicable to construction of the said building.

4. The Developer shall wholly be held responsible for any untoward incidents / accidents (save and except where there is any involvement of the Land Owner or other persons under them or individuals or where there is involvement of any other factors which are ordinarily not within the control of the Developer) along with any claim, damages, if arise during the course of construction on the basis of their own liabilities.


5. If the Developer fails to give possession to the Land Owner of the Owners Allocation within the stipulated period the Developer shall be bound to compensate the Land Owner appropriately.

6. That the Land Owner do hereby declare as well as assure the Developer that if during the continuance of the said building the Land Owner or the Developer dies and / or vice versa, in such case the heirs and legal successors of the deceased Land Owner or the Developer, as the case may be, shall be duty bound to follow the terms and conditions / rules and regulations including the covenants of this agreement and shall execute an supplementary agreement with the Developer or the Land Owner keeping the same terms and conditions / rules and regulations including the covenants of this agreement and shall further be bound to execute a fresh Power of Attorney in favour of the Developer or the Land Owner for smooth completion of the building.

#### **8. POWER OF ATTORNEY / AUTHORITY: -**

The Land Owner hereby appoint the Developer herein as the Lawful Attorney on behalf of the Land Owner to do inter alia the following acts, deeds



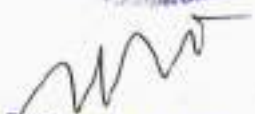
  
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and things relating to the property more fully and particularly described and mentioned in the Schedule "A" hereunder written, and also authorise the Developer to act on behalf of the Land Owner -

1. To negotiate on terms for and to agree to enter into and conclude any Agreement for Sale with any intending purchaser/s in respect of the proposed multi-storied building to be constructed and/or built on the land / property / premises more fully and particularly described and mentioned in the Schedule "A" hereunder written, hereinafter referred to as the "Said Property", or any part thereof, and to accept earnest money or part or full consideration money in connection therewith. However, all such agreements or deeds shall be primarily relating to only the Developer's Allocation in terms of the instant Agreement, save and except specifically agreed and provided otherwise by the Owner / executant / land Owner / principal.
2. To sign, endorse, submit, deposit and/or collect on my behalf on all types of plans, scheme, papers, documents, declaration, modification plan, all completion and/or any type of plan, in and from and further to represent the Land Owner in the office of the Kolkata Municipal Corporation, Registrar of Assurances, Government / Semi Government and/or other autonomous bodies in respect of the said property and to do all acts, deeds and things relating thereto for the purpose of sanction, approval and/or otherwise in relation to the concerned / subject property.
3. To appoint Architect or Architects, Engineer or Engineers, consultants, Contractor or Contractors, labourers and to have the said property surveyed and for that to make all correspondences and to do all other acts and things relating thereto, including construction of the building.
4. To sign, execute and submit and collect all papers, statements and plans as may be required in connection with the process of sanctioning or revised sanction or completion of building plan and all type of plans as required to be submitted in the Kolkata Municipal Corporation and any



  
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other Government / Semi Government and/or other autonomous bodies in respect of the said premises / property.

5. To pay fees, obtain sanction and such other orders and permissions from the necessary or statutory authorities as may be expedient for the sanction and/or order of any plan and also to submit other papers and documents as may be required by the concerned authorities, on behalf of the Land Owner at the Cost of the Developer.

6. To receive refund of the excess amount of fees (if any), paid for the purpose of sanction and/or modification or alteration of the sanctioned plans from any authority or authorities and to sign all applications and papers in that regard, on behalf of the Land Owner.

7. To appear and represent the Land Owner before the competent Authorities including the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Bengal Police, Kolkata Police, Calcutta Electric Supply Corporation (CESC), West Bengal State Electricity Distribution Company Limited, Government / Semi Government and/or other autonomous bodies, the competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Development & Planning Authority of Government of West Bengal, W.B.F.E & S, and all its / their departments in connection with the said property or anything relating thereto.

8. To apply to the Kolkata Police, Bengal Police, Barrackpore Police Commissionerate, Chief Electrical Inspector, W.B.F.E & S, and other statutory authorities for their respective statutory compliances and completion certificates and to obtain all sanctions and permissions for drainage, sewerage, water, tube-well, generator, lift, pollution control and environmental clearances and getting these renewed from time to time and to sign all necessary application papers and documents in relation thereto, on behalf of the Land Owner.



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9. To approach and represent the Land Owner before Kolkata Municipal Corporation and/or any Government and/or Semi Government Authorities, Block and District Land & Land Reforms Officers, including all revenue authorities like Collector, Addl. Collector including all revenue authorities and all departments thereof, Town Planning Authorities under the Urban Land (Ceiling and Regulation) Act, 1976 or any other authorities appointed under the law for the time being in force for the purpose of all matters connected with the said property, on behalf of the Land Owner.

10. To make and sign applications to the appropriate Government Departments, Government / Semi Government and/or other autonomous bodies, Local Authorities or other competent authorities for all and any licences, permissions and consents required by any Act or Parliament order, statutory instruments, regulations, bye-laws or otherwise in connection with the management and improvement of the said property, including the recovery of compensation, on behalf of the Land Owner.

11. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility in the said property from the concerned authorities and/or to make alterations therein and for that to sign, execute and submit all papers, applications, documents and plans, on behalf of the Land Owner.

12. To sign, execute and deliver any conveyance or conveyances with regard to the undivided right, title and interests as a whole or in part in the said property (more particularly in respect of the Developer's Allocation in terms of the instant Development Agreement, save and except specifically agreed and provided otherwise by the executants / land Owner / principals) in favour of the intending Purchaser/s or to his, her, their or its nominees and further to accept part or full consideration money in connection therewith.

13. To sign and execute all other deeds, instruments and assurances which the said Attorney shall consider necessary under advice of and upon



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consultation with the land owner and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the undivided right, title and interests as a whole or in part in the said property (more particularly in respect of the Developer's Allocation in terms of the said registered Development Agreement, save and except specifically agreed and provided otherwise by the executants / land Owners / principals), on behalf of the Land Owner.

14. To appear and represent the Land Owner, before any Notary Public, Inspector General of Registration, Registrar of Assurances, Addl. Registrar of Assurances, District Registrar, Sub-Registrar of Assurances, Addl. Registrar, Addl. District Registrar, Metropolitan or other Magistrate, BL & LRO having jurisdiction and to remain present for registration and acknowledge papers statements, declarations, affidavit required for sanction and/or subsequent modification and completion plan by Kolkata Municipal Corporation and/or any other municipal authorities and sign on behalf of the Land Owner.

15. To present any such conveyance / conveyances / document / deed / declaration / undertaking / statements, etc. for registration and to admit execution before the Registrar or Sub-Registrar, Registrar of Assurances, Kolkata and/or in any office having authority for and to have the said conveyance registered and to do all acts, deeds and things which the said Attorney shall consider necessary for conveying the undivided right, title and interest as a whole or in part in the said property or part thereof (more particularly in respect of the Developer's Allocation in terms of the instant Development Agreement, save and except specifically agreed and provided otherwise by the executant / land Owner / principal) unto the intending Purchaser/s as fully and effectually in all respect, as the Land Owner could do the same.

16. To sign, execute and deliver any conveyance or conveyances with regard to the said property or part thereof (more particularly in respect of the Developer's Allocation in terms of the instant Development Agreement, save and except specifically agreed and provided otherwise by the



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executant / Land Owner / principal) in favour of any intending Purchaser and further to accept part or full consideration money in connection therewith.

17. To appear and represent the Land Owner, before any Notary Public, Magistrate, Oath Commissioner for making any affidavit in connection with the undivided right, title and interest as a whole or in part in the said property.

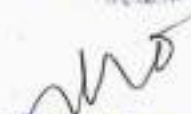
18. To defend, look after, manage and retain possession of the undivided right, title and interest as a whole or in part in the said property and to negotiate with any tenants and / or occupants at the said premises (if required) for obtaining vacant possession of the various parts and portions in their occupation on such terms and conditions as the said attorney/s in his / her / their / its absolute discretion shall deem fit and proper.

19. To appear and represent the Land Owner in any court, civil or criminal in India relating to any matter in respect of the undivided right, title and interest, as a whole or in part, in the said property (more particularly, in respect of the Developer's Allocation in terms of the instant Development Agreement, save and except specifically agreed and provided otherwise by the executant / Land Owner/ principal).

20. To sign all papers, documents, affidavits, plaints, written statements, petitions, applications and to give evidence on behalf of the Land Owner, in respect of the undivided right, title and interest, as a whole or in part, in the said property (more particularly, in respect of the Developer's Allocation in terms of the instant Development Agreement, save and except specifically agreed and provided otherwise by the Land Owner.

21. To appoint Solicitors, Advocates, Barristers, Pleaders and to give and sign in the name of the Land Owners on any warrant or warrants of attorney, vakaltanama(s) to prosecute others and defend the Land Owner in respect of the undivided right, title and interest, as a whole or in part, in the said



  
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property (more particularly, in respect of the Developer's Allocation in terms of the instant Development Agreement, save and except specifically agreed and provided otherwise by the executant / Land Owner / principal).

22. To commence, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings and demands touching any matters in which the Land Owner(s) may be interested or concerned and also if the said attorneys shall think fit to compromise, refer to arbitration, abandon or become non-suited in any such action or proceeding as aforesaid in respect of the said property.

23. To sign and execute all other deeds, instruments and assurances which the said Attorney shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the respective undivided shares or interests in the said property or part thereof.

24. To amalgamate the land as well as erect or construct building or buildings to make any addition and alteration to the building or structures on the said property as and when occasion may arise and/or sub divide such buildings or structure in one or more parts as the Attorney may at his / her / their / its sole discretion think fit and proper.

25. To sign and appear and execute registration processes to be submitted to local body in the form of boundary declaration, Deed of Gift for strip of land, Deed of Gift for splayed corner, alignment declaration, encroachment declaration, declaration for non-eviction of tenants and addition / modification in the nature of which is required to be submitted before competent local body or Government or Semi-Government Authorities for getting necessary clearances, including clearance certificate and /or sanction plan from Competent Authorities absolutely and solely.



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**AND** the Land Owner hereby agree to ratify and confirm all and whatever other act or acts the said Attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the sale of said property by virtue of this Power / Authority.

**BE IT NOTED** that this Power of Attorney or Authority is specifically for the purpose of carrying out development work at the schedule mentioned property and in connection with the instant Development Agreement.

**9. MUTUAL COVENANTS AND INDEMNITIES: -**

1. The Land Owner shall do or execute or cause to be done or executed all such further deeds, matters and things not herein specified as may be required to be done by the Developer at its cost and for which the Developer may need the authority of the Owner, PROVIDED that all such acts, deeds, matters and things shall not in any way infringe the rights of the Owner and/or go against the spirit of these presents.

2. The Developer and the Owner's shall mutually frame scheme for the management and administration of the said building and/or common parts thereof and agree to abide by all the rules and regulations to be framed by any Society or Association to be formed by the Flat Owners of the newly constructed building at the said property.

**10. LIQUIDATED DAMAGES AND PENALTY: -**

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the Force Majeure condition i.e. Flood, Earthquake, Riot, War, Storm, Tempest, Civil Commotion, Epidemic, Pandemic, Strike and/or any other act or commission beyond the control of the parties hereto.

2. In the event of the any party hereto wilfully committing breach of any of the terms and conditions herein contained the aggrieved party shall be entitled to damages and the party committing the breach shall be liable to pay such losses and compensations as shall be determined by the Arbitrators acceptable by both the parties to be appointed by the



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Developer, in accordance with the Arbitration and Conciliation Act, as amended up to date and for which the other parties hereto accord their full and unqualified consent PROVIDED HOWEVER if such breach shall continue for a period of 6 months then in that event in addition to any other right, which the aggrieved party may have against the offender, the aggrieved party shall be entitled to sue the other for specific performance of this Agreement or to rescind this Agreement and claim refund of all the moneys paid and/or losses incurred and damages suffered at the rate of Rs.1000/- per month for each month of delay.

#### **SCHEDULE "A"**

(SAID ENTIRE EXISTING PROPERTY)

ALL THAT piece and parcel of bastu land measuring 10 (Ten) Cottahs 6 (Six) Chittacks more or less together with two storied building measuring 1000 Square feet standing thereon and along with R.T Shed measuring 600 Square Feet more or less lying and situated under Mouza Gupta Brindaban, Dihi- Panchannagram, Division -I, Sub-Division-15, Holding No.121, now known as **Premises No.29/4A**, Harey Kristo Sett Lane, Police Station - Cossipore now Sinthee, Kolkata - 700050, within Ward No.002, Borough No.1 of, **Assessee No.110020800630**, and being butted and bounded by -

ON THE NORTH	: 10 Feet wide Common Passage
ON THE SOUTH	: Premises No.29/3H, Harey Kristo Sett Lane,
ON THE EAST	: 12ft wide Harey Kristo Sett Lane
ON THE WEST	: 10 Feet wide Common Passage


#### **SCHEDULE "A-1"**

(Owner Allocation)

**OWNER' ALLOCATION** shall generally mean and include -  
the entitlement of the Owner's share i.e., 50% of the constructed area.





  
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The Owner's Allocation shall include the entire 1<sup>st</sup> Floor and half portion (50%) of the 3<sup>rd</sup> floor of the proposed G+3 storied building and also 50% of the constructed area in the Ground floor (which shall include the space to be allocated for the existing tenant and the rest for the parking space).


The Owner's Allocation of the Ground floor shall be the Western / Back side, having an approximate measurement of 1840 Square Feet of covered area (including the stair case and the lift well and lift lobby). The Ground floor allocation shall contain parking spaces and the area for the accommodation of the existing tenant.

The Owner's Allocation of the Third (3<sup>rd</sup>) floor shall be thus - The 3<sup>rd</sup> floor can accommodate 5 residential flats (A3, B3, C3, D3 & E3, as per proposed floor plan attached to this deed, which forms and integral part hereof). The owner's allocation will be A3 type flat on the North Eastern side of the 3<sup>rd</sup> floor and the D3 type flat on the South Western side of the 3<sup>rd</sup> floor. The Owner will also be entitled to 50% of the sale proceeds of the C type flat of the 3<sup>rd</sup> floor which the Developer will be entitled to sell. After the sale of the said C3 type flat of the 3<sup>rd</sup> floor, the Developer shall handover the 50% of the sale proceeds thereof to the Owner. Owner will not interfere in the process of sell of the said flat or any other flat by the Developer.

The Owner's Allocation shall, however, include proportionate share in the land underneath the building and the rights to use and enjoy all facilities and amenities in the proposed building to be used in common with all Owner's, inhabitants and occupiers at the said premises and also the easements and quasi-easements appertaining to individual units.

It is made clear that the Developer shall only handover the area of entitlement to the Owner after construction of the proposed building, the individual allocations *inter se* the Owner or other stake holders under the Owner, in respect of the residential Flats and the parking/shop rooms or other spaces, shall be the responsibility of the Owner. The developer shall not be responsible / liable for any demarcation / division / partition, if at all.



  
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Owner including their families during construction of the building shall be entitled shifting charges. In the event, the Owner require and accept any money or amount from the Developer at any time before actual handing over of possession Owner's Allocation to the Owner by the Developer and also the amounts which the Developer has spent on behalf of the Owners for getting the property ready for development – all such money or amount shall have to positively refunded to the Developer at least clear 60 days prior to actual handing over of possession Owner's Allocation to the Owner. If the Owner is unable to refund the money and amount already taken (if at all taken) from the Developer before the time as stipulated above, then the Developer shall deduct equivalent areas out of the Owner's Allocation. For such adjustment, the evaluation of the Developer shall be final and binding on the parties (however, such evaluation by the Developer shall be reasonable and upon considering the prevailing market rates).

The Developer has paid to the Owner an amount of Rs.30,00,000/- (Rupees Thirty Lac only) as Security Deposit OR Adjustable Deposit, which the Owner shall remain bound to refund / return to the Developer at least clear 60 days prior to actual handing over of possession Owner's Allocation to the Owner. If the Owner is unable to refund the money and amount already taken (if at all taken) from the Developer before the time as stipulated above, then the Developer shall deduct equivalent areas out of the Owner's Allocation. For such adjustment, the evaluation of the Developer shall be final and binding on the parties (however, such evaluation by the Developer shall be reasonable and upon considering the prevailing market rates).

The Owner shall be liable to pay Rs.30,000/- (Rupees Thirty Thousand only) to the Developer for each new electric meter to be installed in respect of each of the flats / spaces out of the Owner's Allocation. Such amounts are to be paid immediately on demand to the Developer for making necessary payment to the appropriate authorities. The Owner shall not raise any objection with regard to such amounts.



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The Developer shall construct the proposed building and also particularly the Flats of the Property Holder's Allocation as per the specifications provided in the Schedule "E" hereunder given.

**SCHEDULE "A-2"**


(Developer's Allocation)

**DEVELOPER'S ALLOCATION** shall generally mean and include the residual portion of the total available constructed area in the proposed G+3 storied building at the subject premises, apart from the Owner's Allocation as indicated above, which the Developer shall be entitled to exploit commercially by selling, transferring or dealing in the manner of its choice.

The Developer's Allocation shall include all and every area in the proposed G+3 storied building at the said premises which does not fall under the Owner's Allocation as per the description provided herein above.

The Developer shall construct the proposed building generally as per the specifications provided in the Schedule "C" hereunder given. The Developer's Allocation shall also include proportionate share in the land underneath the building and the rights to use and enjoy all facilities and amenities in the proposed building to be used in common with all Owners, inhabitants and occupiers at the said premises and also the easements and quasi-easements appertaining to individual units. The Developer shall in turn be entitled to pass on such benefits to the intending Purchasers of the Developer's Allocation. The Developer shall also be entitled to commercially exploit and / or sell the rubbish and the doors and windows obtained after demolition of the existing structure.



  
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**SCHEDULE "B"**

(COMMON AMENITIES AND FACILITIES AND THE OBLIGATIONS)

*Common Amenities and Facilities*

1. Undivided proportionate share or interest in the land more or less and in the foundation, footings, columns, gutters, beams, beam supports and exterior walls of the building.
2. Top roof, stair case with landings, passages, main entrance with all fittings and fixtures and open spaces around the building.
3. Water pump, overhead tank, underground reservoir, water pipes and fittings and installations, and other common plumbing installations.
4. Electrical and sanitary lines, drainage, sewerage.

Obligations

- a) The proportionate expenses of maintaining, repairing the common areas/parts of the premises and other common facilities as stated above.
- b) The Municipal and other taxes proportionately.

**SCHEDULE "C"**

(PARTICULARS OF CONSTRUCTION SPECIFICATION OF COMMON AREAS AND PARTICULARLY FOR the PORTION OWNER'S ALLOCATION)

WATER - Adequate water supply from underground and overhead tanks. All water line will be surface and standard quality of PVC pipes (Supreme / Ori Plast) and size will be provided standard quality.

SANITATION - Scientifically designed sewerage system shall be provided for better sanitation. Standard quality sanitary fittings of standard size will be provided. Four-layer Syntex tank would be installed at the roof of the proposed building.

FOUNDATION / STRUCTURE - Building designed on R.C.C. foundation as per Sanctioned Plan from Kolkata Municipal Corporation. R.C.C. columns and beams in 6:1:1 ratio. The steel rod would be ISI Mark.

FLOOR - All residential flats will have floors made of marble or Vitrified Tiles with 3" skirting. The stairs, landings with marble and passages will



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have floors made of cast-in-situ mosaic / tiles with 4" skirting. However, the Owner flats will be made up of marble.

WALL - Plastered walls from inside and outside and inside wall surface furnished with putty. Outside wall 5" brick and outside work cement plastering. Inside wall would be 5" brick and the interior wall would be finished with Birla putty

ROOF - Top floor roof of the building shall be finished with parapet wall and appropriate water slope.

KITCHEN - Upto ceiling with glazed tiles above cooking table and the top of the cooking table will be made up of granite.

TOILET - Floors of the toilet will be marble/tiles and walls will be glazed tiles upto 6 feet in height over the marble skirting of the toilet. One commode with flush valve and showers and two taps in the toilet and wash basin in each flat. One pallah door made by PVC will be fixed.

DOOR - The main door of the flat will be wooden frame by shawal wood and wooden pallah made of pine flush door. The inside doors would be of wooden frame with flush door pallah complete with primer coat.

WINDOW - Aluminium sliding windows with grill and glass along with necessary fittings.

ELECTRIC - Concealed wiring in all flats (copper electrical wiring) standard cable of havel's or finolex company made

Bed rooms - 3 light point, 1 fan point 2 Plug point and 1 A.C. Point, in each room.

Lift - one lift will be provided.

Living-cum-Dining room - 2 light point, 2 fan point and 3 plug point

Kitchen - 1 light point, 1 plug point (15 amp), 1 Chimney point, 1 Induction point 2000W, 1 Micro Oven point, 1 water purifier point.

Toilet - 1 light point, 1 exhaust fan point, 1 plug point and 1 geyser point.


Passage - 1 light 1 Bell Point

WATER ARRANGEMENT -Water Source supply through KMC (water supply main and good quality PVC pipe line to overhead reservoir with pump and motor)

Two Grill gates one at main entrance of the building and another in the ultimate roof entrance.





  
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Apart from the above specifications if the Owner wish to install or construct certain other things, then such modifications must be informed to the Developer, and such extra installation or construction shall be done by the Developer completely at the cost of the Owner.

**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands and seals, on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in the presence of : -

Witnesses :

Drafted in my chamber, under the instructions of the parties hereto

*Subrata Mallik Adv.*

Advocate  
High Court, Calcutta

*Sandip Mukherjee*


(LAND OWNER / OWNER)

*Sibasis Das*

(PROMOTER / DEVELOPER)

*Subrata Mallik*  
(Adv.)  
Barasat Court  
Enroll No.-F31/31 of 1987)



  
Addl. District Sub-Registrar  
Cossipore, Dum Dum

04 OCT 2024

**RECEIPT OF ADVANCE AMOUNT**

THIS IS TO CONFIRM THE RECEIPT OF ADVANCE AMOUNT - a sum, of Rs.30,00,000.00 (Rupees Thirty Lac) only, received from the Developer herein, as Advance amount of Rs. 30,00,000.00 (Rupees Thirty Lac) only out of the Owner's Allocation in connection with the Development Agreement & POA.

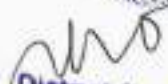
**MEMO OF CONSIDERATION**

1. RTGS-BARBR52024100300901783 DT. 03.10.2024 Rs. 30,00,000.00

**(Rupees Thirty Lac) only.**

  
(Land Owner)










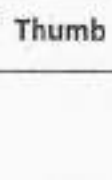


  
add. District Sub-Registrar  
Coochibora, Dum Dum


04 OCT 2024



# SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the Executants / Presentants								
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
			Thumb	Fore	Middle	Ring	Little	
			(Right Hand)					
				Little	Ring	Middle	Fore	Thumb
				(Left Hand)				
	Thumb	Fore	Middle	Ring	Little			
	(Right Hand)							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
			Thumb	Fore	Middle	Ring	Little	
			(Right Hand)					
				Little	Ring	Middle	Fore	Thumb
				(Left Hand)				
	Thumb	Fore	Middle	Ring	Little			
	(Right Hand)							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
			Thumb	Fore	Middle	Ring	Little	
			(Right Hand)					
				Little	Ring	Middle	Fore	Thumb
				(Left Hand)				
	Thumb	Fore	Middle	Ring	Little			
	(Right Hand)							



  
Addl. District Sub-Registrar  
Cossipore, Dum Dum

D 4 OCT 2024

PROPOSED THIRD FLOOR PLAN AT PREMISES NO.- 29/4A, H.K. SETT LANE, WARD NO.- 002, BOROUGH NO - I, KOLKATA - 700 050, UNDER KOLKATA MUNICIPAL CORPORATION.

ASSESSOR NO:-110020800630

TOTAL AREA OF 3RD. FLOOR =343.738 SQ.M./3700 SQ.FT.(INCL STAIR, STAIR LOBBY & LIFT LOBBY)

AREA OF OWNER PORTION 50% SHARE OF 3RD. FLOOR =171.869 SQ.M./1850 SQ.FT. (INCL STAIR, STAIR LOBBY & LIFT LOBBY)

OWNER PORTION FLAT NO:-A3,D3 & 50.95% SHARE OF FLAT NO:-C3 (76.644+56.299+27.313+11.613(STAIR, STAIR LOBBY & LIFT LOBBY)  
=171.869 SQ.M./1850 SQ.FT.

AREA OF DEVELOPER PORTION 50% SHARE OF 3RD. FLOOR =171.869 SQ.M./1850 SQ.FT. (INCL STAIR, STAIR LOBBY & LIFT LOBBY)

DEVELOPER PORTION FLAT NO:-B3,E3 & 49.05% SHARE OF FLAT NO:-C3 (76.156+56.807+26.292+11.613(STAIR, STAIR LOBBY & LIFT LOBBY)  
=171.869 SQ.M./1850 SQ.FT.



3RD. FLOOR PLAN  
SCALE:-1 : 100

*[Handwritten signature]*

SIGN. OF OWNER

Reliance Construction Co.

*[Handwritten signature]*  
Proprietor

SIGN. OF DEVELOPER



*[Handwritten signature]*

Addl. District Sub-Registrar  
Cossimbore, Dum Dum

04 OCT 2024



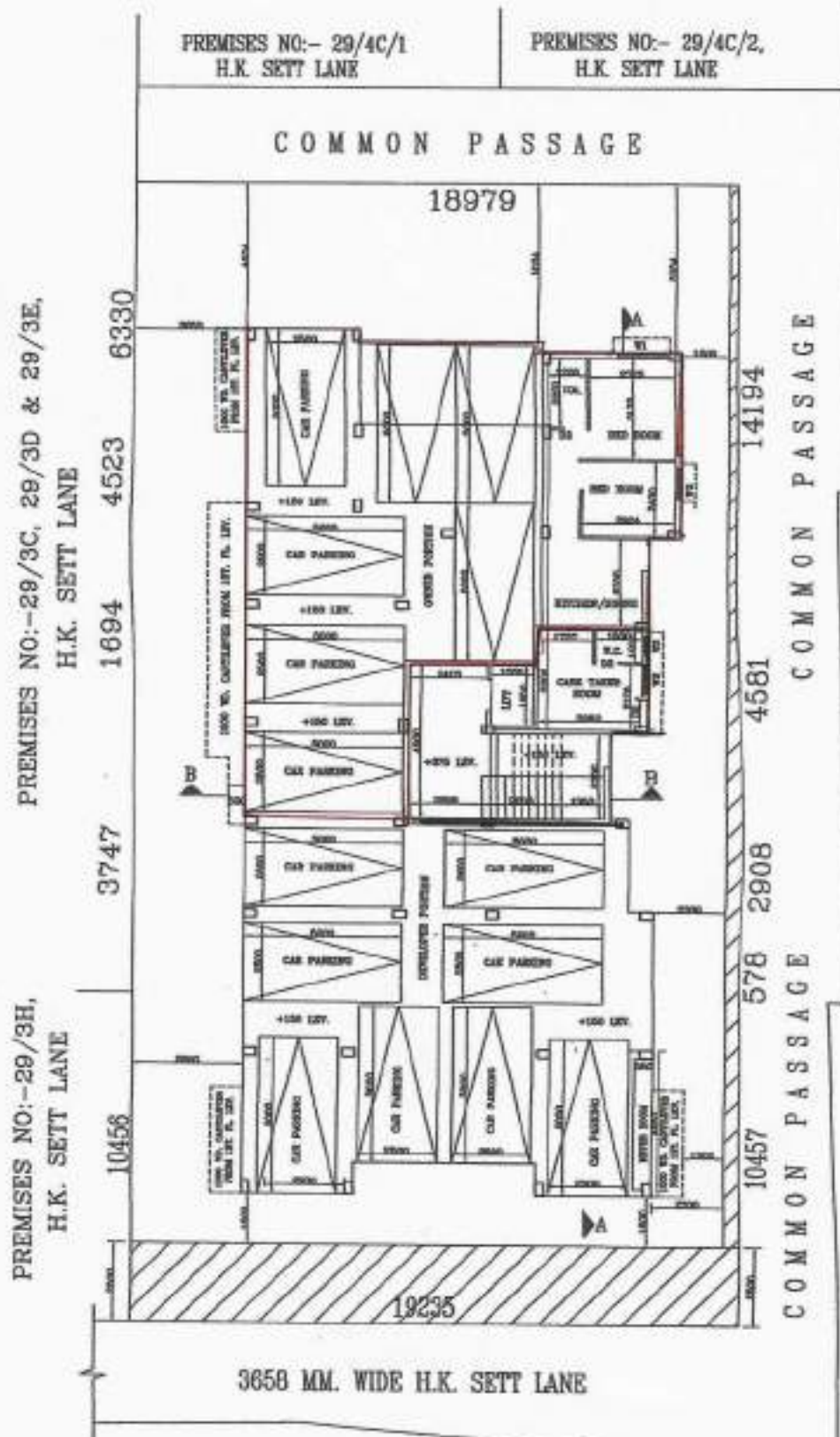
PROPOSED GROUND FLOOR PLAN AT PREMISES NO.- 29/4A, H.K. SETT LANE, WARD NO.- 002, BOROUGH NO - I, KOLKATA - 700 050, UNDER KOLKATA MUNICIPAL CORPORATION.

ASSEESSEE NO:-110020800630

AREA OF LAND =10K.-06 CH.-00 SQ.FT.=693.980 SQ.M./7470 SQ.FT.

AREA OF OWNER PORTION 50% SHARE OF GR. FLOOR =170.94 SQ.M./1840 SQ.FT. (INCL. STAIR, STAIR LOBBY, LIFT & LIFT LOBBY)

AREA OF DEVELOPER PORTION 50% SHARE OF GR. FLOOR =170.94 SQ.M./1840 SQ.FT. (INCL. STAIR, STAIR LOBBY, LIFT & LIFT LOBBY)



GR. FLOOR PLAN  
SCALE:- 1 : 100

*Sandip*

RENAME Construction Co.

*Sibasis Das*

SIGN. OF OWNER

SIGN. OF DEVELOPER





  
Addl. District Sub-Registrar  
Cossipore, Dum Dum

04 OCT 2024



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



192024250239641631

GRN Details

GRN:	192024250239641631	Payment Mode:	Online Payment
GRN Date:	03/10/2024 17:12:27	Bank/Gateway:	State Bank of India
BRN :	IK0CYOFFM5	BRN Date:	03/10/2024 17:14:23
GRIPS Payment ID:	031020242023964162	Payment Init. Date:	03/10/2024 17:12:27
Payment Status:	Successful	Payment Ref. No:	2002629953/2/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Ashok chowdhury
Address:	S S Pally
Mobile:	9830142268
Contact No:	09830142268
Depositor Status:	Others
Query No:	2002629953
Applicant's Name:	Miss SOMA CHOWDHURY
Identification No:	2002629953/2/2024
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	03/10/2024
Period To (dd/mm/yyyy):	03/10/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002629953/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	75061
2	2002629953/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	30028
Total				105089

IN WORDS: ONE LAKH FIVE THOUSAND EIGHTY NINE ONLY.

### Major Information of the Deed

Deed No :	I-1506-10777/2024	Date of Registration	04/10/2024
Query No / Year	1506-2002629953/2024	Office where deed is registered	
Query Date	03/10/2024 12:10:03 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	SOMA CHOWDHURY Thana : Titagarh, District : North 24-Parganas, WEST BENGAL, PIN - 700122, Mobile No : 8777031460, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-]. [4305] Other than Immovable Property, Declaration [No of Declaration : 2]. [4311] Other than Immovable Property, Receipt [Rs : 30,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 3,01,18,496/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 30,028/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Sinthi, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Harekrishna Sett Lane, , Premises No: 29/4A, , Ward No: 002, Holding No:121 Pin Code : 700050

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	10 Katha 6 Chatak	1/-	2,91,88,496/-	Width of Approach Road: 12 Ft.,
Grand Total :				17.1188Dec	1 /-	291,88,496 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	7,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	600 Sq Ft.	1/-	1,80,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 600 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		1600 sq ft	2 /-	9,30,000 /-	



### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> <b>Mr SANDIP KUMAR MITRA</b>  Son of Late Upendra Nath Mitra  Executed by: Self, Date of Execution: 04/10/2024  , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office </td><td>   04/10/2024 </td><td>   Captured  LTI  04/10/2024 </td><td>   04/10/2024 </td></tr> </tbody> </table> <p>29/4A, Harey Kristo Sett Lane, City:- , P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.: afxxxxxx1k, Aadhaar No: 26xxxxxxxx9843, Status :Individual, Executed by: Self, Date of Execution: 04/10/2024  , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office</p>	Name	Photo	Finger Print	Signature	<b>Mr SANDIP KUMAR MITRA</b> Son of Late Upendra Nath Mitra Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office	 04/10/2024	 Captured LTI 04/10/2024	 04/10/2024
Name	Photo	Finger Print	Signature						
<b>Mr SANDIP KUMAR MITRA</b> Son of Late Upendra Nath Mitra Executed by: Self, Date of Execution: 04/10/2024 , Admitted by: Self, Date of Admission: 04/10/2024 ,Place : Office	 04/10/2024	 Captured LTI 04/10/2024	 04/10/2024						

### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>RELIANCE CONSTRUCTION COMPANY</b> 28/1G, Hare Kristo Sett Lane, City:- , P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 Date of Incorporation:XX-XX-1XX9 , PAN No.: ADxxxxxx0E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

### Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> <b>Mr SIBASIS DAS (Presentant)</b>  Son of Mr Sanjib Chandra Das  Date of Execution - 04/10/2024, , Admitted by: Self, Date of Admission: 04/10/2024, Place of Admission of Execution: Office </td><td>   Oct 4 2024 10:40AM </td><td>   Captured  LTI  04/10/2024 </td><td>   04/10/2024 </td></tr> </tbody> </table> <p>28/1G, Hare Kristo Sett Lane, City:- , P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: adxxxxxx0e, Aadhaar No: 75xxxxxxxx7354 Status : Representative, Representative of : RELIANCE CONSTRUCTION COMPANY (as proprietor)</p>	Name	Photo	Finger Print	Signature	<b>Mr SIBASIS DAS (Presentant)</b> Son of Mr Sanjib Chandra Das Date of Execution - 04/10/2024, , Admitted by: Self, Date of Admission: 04/10/2024, Place of Admission of Execution: Office	 Oct 4 2024 10:40AM	 Captured LTI 04/10/2024	 04/10/2024
Name	Photo	Finger Print	Signature						
<b>Mr SIBASIS DAS (Presentant)</b> Son of Mr Sanjib Chandra Das Date of Execution - 04/10/2024, , Admitted by: Self, Date of Admission: 04/10/2024, Place of Admission of Execution: Office	 Oct 4 2024 10:40AM	 Captured LTI 04/10/2024	 04/10/2024						

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Mithun Das</b> Son of Late G Das Nilachal, City:- , P.O:- Birati, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700051		 Captured	
	04/10/2024	04/10/2024	04/10/2024
Identifier Of Mr SANDIP KUMAR MITRA, Mr SIBASIS DAS			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr SANDIP KUMAR MITRA	RELIANCE CONSTRUCTION COMPANY-17.1187 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr SANDIP KUMAR MITRA	RELIANCE CONSTRUCTION COMPANY-1000.00000000 Sq Ft

**Transfer of property for S2**

Sl.No	From	To. with area (Name-Area)
1	Mr SANDIP KUMAR MITRA	RELIANCE CONSTRUCTION COMPANY-800.00000000 Sq Ft



**Endorsement For Deed Number : I - 150610777 / 2024**

**On 04-10-2024**

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4 (g) of Indian Stamp Act 1899.

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

Presented for registration at 10:15 hrs on 04-10-2024, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr SIBASIS DAS ..

**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 3,01,18,496/-

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

Execution is admitted on 04/10/2024 by Mr SANDIP KUMAR MITRA, Son of Late Upendra Nath Mitra, 29/4A, Harey Kristo Sett Lane, P.O: Sinthee, Thana: Sinthi, North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by Profession Retired Person

Indetified by Mr Mithun Das, , Son of Late G Das, Nilachal, P.O: Birati, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Others

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

Execution is admitted on 04-10-2024 by Mr SIBASIS DAS, proprietor, RELIANCE CONSTRUCTION COMPANY (So Proprietorship), 28/1G, Hare Kristo Sett Lane, City:- , P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050

Indetified by Mr Mithun Das, , Son of Late G Das, Nilachal, P.O: Birati, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 30,028.00/- ( B = Rs 30,000.00/- ,E = Rs 28.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 30,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/10/2024 5:14PM with Govt. Ref. No: 192024250239641631 on 03-10-2024, Amount Rs: 30,028/-, Bank State Bank of India ( SBIN0000001), Ref. No. IK0CYOFFM5 on 03-10-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 10.00 by online = Rs 75,061/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 842, Amount: Rs.10.00/-, Date of Purchase: 07/02/2024, Vendor name: R Paul  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/10/2024 5:14PM with Govt. Ref. No: 192024250239641631 on 03-10-2024, Amount Rs: 75,061/-, Bank State Bank of India ( SBIN0000001), Ref. No. IK0CYOFFM5 on 03-10-2024, Head of Account 0030-02-103-003-02

*Kaustava Dey*

**Kaustava Dey**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE  
DUMDUM**

**North 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1506-2024, Page from 308187 to 308230  
being No 150610777 for the year 2024.



*Kaustava Dey*

Digitally signed by KAUSTAVA DEY  
Date: 2024.10.04 18:01:59 +05:30  
Reason: Digital Signing of Deed.

(Kaustava Dey) 04/10/2024  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM  
West Bengal.