



DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY

**Premises No. 19B, Upendra Nath Banerjee Road, Post
Office & Police Station- Parnasree, Kolkata- 700 060**

“M/S. Debabrata Construction”

And/Between/With

“M/S. Debabrata Properties Private Limited”

May, 2019

DRAFTED BY

**ABHIJIT SINHA
Advocate**

High Court, Calcutta.

Mobile: 09734869823/ 07003656085

3823/19

I-4265/19

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000

Rs.5000

पाँच हजार रुपये


FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 534939

Certified that the document is admitted to registration. The signature, seals and the endorsement attached with this document is the part of the document.


District Sub-Registrar-II
Alipore, South 24 Parganas

6 JUN 2019

DEVELOPMENT AGREEMENT

WITH POWER OF ATTORNEY

(DEVELOPMENT POWER OF ATTORNEY)

THIS AGREEMENT made on this 13th day of May in the year of Two Thousand and Nineteen A. D. B E
TWEEN

16276

170 APR 2019

19-20192
GRN Date: 13/05/2019
BRN :
DEPOSITOR'S

No.....Rs. **5000/-** Date.....

Name:..... *Abhijit Sinha*

Address:.....

Vendor:..... *Subhankar Das*

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol-27

Advocate
High Court
Calcutta

- *Subhankar Das*

16276-5000/- 5000/-



2185

- *Subhankar Das*



2186



- *Subrata Goswami*



2187

~~District Sub-Registrar-II
Alipore, South 24 Parganas~~

13 MAY 2019

- *Subrata Goswami*



2188

Witnessed by me,

Abhijit Sinha

Adv.

High Court at Calcutta.

- *Subhankar*

Abhijit Sinha

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-001385586-1

Payment Mode Online Payment

GRN Date: 13/05/2019 13:53:23

Bank : State Bank of India

BRN : IK0AAYJQA9

BRN Date: 13/05/2019 13:54:40

DEPOSITOR'S DETAILS

Id No. : 16020000728933/7/2019

[Query No./Query Year]

Name : Abhijit Sinha

Contact No. :

Mobile No. : +91 9734869823

E-mail :

Address : 48 MID Road Kolkata 60

Applicant Name : Mr Abhijit Sinha

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 7

PAYMENT DETAILS







Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16020000728933/7/2019	Property Registration- Stamp duty	0030-02-103-003-02	70071
2	16020000728933/7/2019	Property Registration- Registration Fees	0030-03-104-001-16	17060

Total

87131

In Words : Rupees Eighty Seven Thousand One Hundred Thirty One only

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Subrata Goswami 538, Parnasree Pally, P.O:- Parnasree, P.S:- Behala, District-South 24-Parganas, West Bengal, India, PIN - 700060	Represent ative of Land Lord [Debabrat a Constructi on]			<i>Subrata Goswami 13/05/19</i>
5	Mr Subodh Das 79/1, Maharani Indira Devi Road, P.O:- Parnasree, P.S:- Behala, District- South 24-Parganas, West Bengal, India, PIN - 700060	Represent ative of Land Lord [Debabrat a Constructi on]			<i>Subodh Das 13/05/19</i>
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Abhijit Sinha Son of Mr Joy Narayan Sinha 48 MI RRoad, P.O:- Parnasree, P.S:- Behala, District- South 24-Parganas, West Bengal, India, PIN - 700060	Mr Debabrata Sarkar, Mr Debabrata Sarkar, Mr Shyamal Kumar Mondal, Mr Subrata Goswami, Mr Subodh Das			<i>Abhijit Sinha 13/05/19</i>

(Samar Kumar Pramanick)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. - I
I SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal






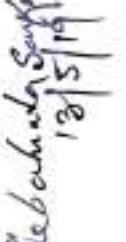


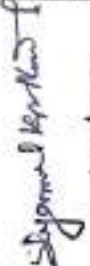


Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16020000728933/2019

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Debabrata Sarkar 581, Parnashree Pally, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060	Represent ative of Land Lord [Debabrat a Constructi on]			 13/5/19
2	Mr Debabrata Sarkar 581, Parnashree Pally, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060	Represent ative of Developer [Debabrat a Properties Private Limited]			 13/5/19
3	Mr Shyamal Kumar Mondal GA6/2, Bonomali Naskar Road, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060	Represent ative of Land Lord [Debabrat a Constructi on]			 13/5/19

Query No / Year

Query Date

Applicant Name
& Other



District Sub-Registrar-II
Alipore, South 24 Parganas

13 MAY 2019

Major Information of the Deed

Deed No :	I-1602-04265/2019	Date of Registration	06/06/2019
Query No / Year	1602-0000728933/2019	Office where deed is registered	
Query Date	08/05/2019 6:03:18 PM	D S R - I I SOUTH 24-PARGANAS, District	South 24-Parganas
Applicant Name, Address & Other Details	Abhijit Sinha 48 M I D Road, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700060, Mobile No. : 9734869823, Status : Advocate		
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 : 17,00,000/-]		
Set Forth value	Market Value		
	Rs. 3,39,63,984/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 17,060/- (Article-E, E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District: South 24-Parganas, P.S.- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Upendra Nath Banerjee Road, Road Zone : (Khudiram Bose Sarani -- end of the road) , Premises No: 19, , Ward No: 131 Pin Code : 700060

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bestu	19 Katha 13 Chatak		2,98,98,559/-	Width of Approach Road: 20 Ft.
L2			Doba	4 Katha 4 Chatak		25,65,425/-	Width of Approach Road: 20 Ft.
TOTAL :				39.7031Dec	0 /-	324,63,984 /-	
Grand Total :				39.7031Dec	0 /-	324,63,984 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5000 Sq Ft.	0/-	15,00,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 5000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

Total :	5000 sq ft	0 /-	15,00,000 /-	
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Major Information of the Deed - I-1602-04265/2019-06/06/2019

Lord Details :

No	Name,Address,Photo,Finger print and Signature
1	Debabrata Construction Premises No. 548, Parnashree Pally, P.O:- Parnashree, P.S:- Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060 , PAN No.:: AAKFD3216D, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Debabrata Properties Private Limited 28A, Rupnarayan Nandan Lane, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025 , PAN No.:: AADCD1972A, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Debabrata Sarkar (Presentant) Son of Late Jogesh Chandra Sarkar 581, Parnashree Pally, P.O:- Parnashree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALGPS1082F Status : Representative, Representative of : Debabrata Construction (as Partner)
2	Mr Debabrata Sarkar Son of Mr Jogesh Chandra Sarkar 581, Parnashree Pally, P.O:- Parnashree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALGPS1082F Status : Representative, Representative of : Debabrata Properties Private Limited (as Director)
3	Mr Shyamal Kumar Mondal Son of Late Jogindra Nath Mondal GA6/2, Bonomali Naskar Road, P.O:- Parnashree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFDPM2034G Status : Representative, Representative of : Debabrata Construction (as Partner)
4	Mr Subrata Goswami Son of Mr Shyamal Goswami 538, Parnashree Pally, P.O:- Parnashree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADYPG0967D Status : Representative, Representative of : Debabrata Construction (as Partner)
5	Mr Subodh Das Son of Late Narayan Chandra Das 79/1, Maharani Indira Devi Road, P.O:- Parnashree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADSPD9141Q Status : Representative, Representative of : Debabrata Construction (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
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Major Information of the Deed :- I-1602-04265/2019-06/06/2019

Abhijit Sinha
Joy Narayan Sinha
Road, P.O:- Parnasree, P.S:-
Behala, District:-South 24-Parganas, West
Bengal, India, PIN - 700060

Identifier Of Mr Debabrata Sarkar, Mr Debabrata Sarkar, Mr Shyamal Kumar Mondal, Mr Subrata Goswami, Mr Subodh Das

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Debabrata Construction	Debabrata Properties Private Limited-32.6906 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Debabrata Construction	Debabrata Properties Private Limited-7.0125 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Debabrata Construction	Debabrata Properties Private Limited-5000.00000000 Sq Ft

Endorsement For Deed Number : I - 160204265 / 2019

On 10-05-2019

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,39,63,984/-

Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 13-05-2019

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

Presented for registration at 18:00 hrs on 13-05-2019, at the Private residence by Mr Debabrata Sarkar .

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

Execution is admitted on 13-05-2019 by Mr Debabrata Sarkar, Partner, Debabrata Construction (Partnership Firm), Premises No. 548, Parnashree Pally, P.O:- Parnashree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060

Identified by Mr Abhijit Sinha, . . Son of Mr Joy Narayan Sinha, 48 MI RRoad, P.O: Parnasree, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Business

Execution is admitted on 13-05-2019 by Mr Debabrata Sarkar, Director, Debabrata Properties Private Limited (Private Limited Company), 28A, Rupnarayan Nandan Lane, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025

Major Information of the Deed :- I-1602-04265/2019-06/06/2019

Identified by Mr Abhijit Sinha, . . Son of Mr Joy Narayan Sinha, 48 MI RRoad, P.O: Parnasree, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Business
Execution is admitted on 13-05-2019 by Mr Shyamal Kumar Mondal, Partner, Debabrata Construction (Partnership Firm), Premises No. 548, Parnashree Pally, P.O:- Parnashree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060

Identified by Mr Abhijit Sinha, . . Son of Mr Joy Narayan Sinha, 48 MI RRoad, P.O: Parnasree, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Business
Execution is admitted on 13-05-2019 by Mr Subrata Goswami, Partner, Debabrata Construction (Partnership Firm), Premises No. 548, Parnashree Pally, P.O:- Parnashree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060

Identified by Mr Abhijit Sinha, . . Son of Mr Joy Narayan Sinha, 48 MI RRoad, P.O: Parnasree, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Business
Execution is admitted on 13-05-2019 by Mr Subodh Das, Partner, Debabrata Construction (Partnership Firm), Premises No. 548, Parnashree Pally, P.O:- Parnashree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060

Identified by Mr Abhijit Sinha, . . Son of Mr Joy Narayan Sinha, 48 MI RRoad, P.O: Parnasree, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Business



Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 14-05-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 17,060/- (B = Rs 17,000/- , E = Rs 28/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 17,060/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 13/05/2019 1:54PM with Govt. Ref. No: 192019200013855861 on 13-05-2019, Amount Rs: 17,060/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AAYJQA9 on 13-05-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1602-04265/2019-06/06/2019

Payment of Stamp Duty

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/05/2019 1:54PM with Govt. Ref. No: 192019200013855861 on 13-05-2019, Amount Rs: 70,071/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AAYJQA9 on 13-05-2019, Head of Account 0030-02-103-003-02

S. K. Pramanick

**Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal**

On 06-06-2019

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 5,000/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 16276, Amount: Rs.5,000/-, Date of Purchase: 10/04/2019, Vendor name: S Das

S. K. Pramanick

**Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal**

Major Information of the Deed :- I-1602-04265/2019-06/06/2019

ate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1602-2019, Page from 149461 to 149507
being No 160204265 for the year 2019.



S-a

Digitally signed by SAMAR KUMAR
PRAMANICK
Date: 2019.06.07 10:30:10 +05:30
Reason: Digital Signing of Deed.

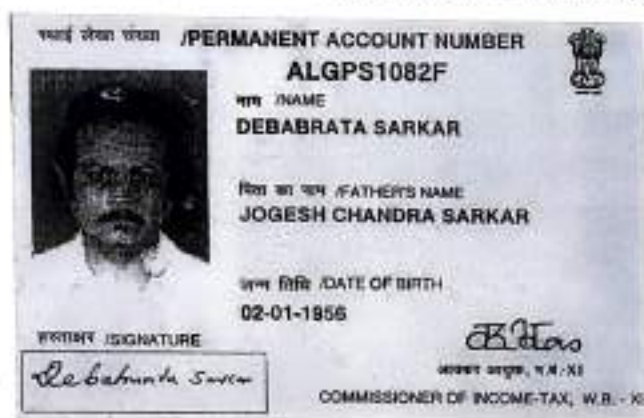
(Samar Kumar Pramanick) 07/06/2019 10:29:56
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)



M/S. Debabrata Construction a Partnership Firm, (PAN - AAKFD3216D) having its registered office at Premises No. 548, Pamashree Pally, Police Station - Pamashree, Kolkata- 700 060, represented by its Partners namely:-



- (1) Sri Debabrata Sarkar son of Late Jogesh Chandra Sarkar, (PAN - ALGPS 1082F), by faith - Hindu, by profession - Business, of 581, Pamashree Pally, Police Station - Pamashree, Kolkata - 700 060.



- (2) Sri Shyamal Kumar Mondal son of Late Jogindra Nath Mondal, (PAN- AFDPM2034G), by faith - Hindu, by occupation - Business, of GA6/2, Bonomai Naskar Road, Police Station - Pamashree, Kolkata - 700060.

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ADYPG0967D

नाम /NAME
SUBRATA GOSWAMI

पिता का नाम /FATHER'S NAME
SHYAMAL GOSWAMI

जन्म तिथि /DATE OF BIRTH
25-10-1970

हस्ताक्षर /SIGNATURE
Subrata Goswami

भारत सरकार, १४.४.९१
 COMMISSIONER OF INCOME-TAX, W.B.

- (3) Sri Subrata Goswami son of Late Shyamal Goswami, (PAN - ADYPG0967D), by faith - Hindu, by occupation - Business, of 538, Parnasree Pally, Police Station - Parnasree, Kolkata - 700 060.

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ADSPD9141Q

नाम /NAME
SUBODH DAS

पिता का नाम /FATHER'S NAME
NARAYAN CHANDRA DAS

जन्म तिथि /DATE OF BIRTH
06-11-1969

हस्ताक्षर /SIGNATURE
Subodh Das

भारत सरकार, १४.४.९१
 COMMISSIONER OF INCOME-TAX, W.B.

- (4) Sri Subodh Das son of Late Narayan Chandra Das, (PAN- ADSPD9141Q), by faith - Hindu, by occupation - Business, of 79/1, Maharani Indira Devi Road, Police Station - Parnasree, Kolkata - 700 060.

hereinafter called and referred to as the Owners (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and their respective heirs, legal representatives, executors, administrators and assigns) of the One Part.

A N D

आयकर विभाग
 INCOME TAX DEPARTMENT

भारत सरकार
 GOVT. OF INDIA

DEBABRATA PROPERTIES PRIVATE LIMITED

08/10/2007
 Permanent Account Number

AADCD18726

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ALGPS1082F

नाम /NAME
DEBABRATA SARKAR

पिता का नाम /FATHER'S NAME
JOGESH CHANDRA SARKAR

जन्म तिथि /DATE OF BIRTH
02-01-1956

हस्ताक्षर /SIGNATURE
Debabrata Sarkar

भारत सरकार, १४.४.९१
 COMMISSIONER OF INCOME-TAX, W.B.

M/S. Debabrata Properties Private Limited a Private Limited Company registered under the Companies Act 1956, Permanent Account Number of Company **AADCD1972A**, having its registered office at 28A, Rupnarayan Nandan Lane, Post Office & Police Station – Bhowanipore, Kolkata - 700 025 represented by its Director

Sri Debabrata Sarkar son of Late Jogesh Chandra Sarkar, Indian National, Inhabitant of Kolkata aged about 59 years, by faith Hindu, by Occupation: Business, Permanent Account Number **ALGPS1082F**, residing at Plot No. 581, Parnasree Pally, P.O. – Parnasree, Police Station - Parnasree, Kolkata – 700060,

hereinafter called and referred to as the Developer (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its Director for the time being and their respective heirs, executors, administrators, legal representatives, successors-in-office, nominees and assigns) of the **Other Part**.

R-E-C-I-T-I-A-L

1. One Lalbehari Majumder, Nirapada Majumder, Gangapada Majumder and Haripada Majumder during their lifetime and until their death was the absolute joint Owner/s and occupiers of ALL THAT piece and parcel of land measuring 1 Bigha 10 Cottahs 4 Chittaks (50 Decimals) more or less comprised in Mouza- Behala, Touji No. 346, J.L. No. 2, R. S. No. 83, C. S. Khatian No. 597, C. S. Dag No. 3742 measuring 07 Decimals and C. S. Dag No. 3743 measuring 43 Decimals, Khanda Khatian No. 5332, then within South Suburban Municipality Holding No. 126, Banamali Naskar Road, Police Station- Behala, Sub-Registry Office- Alipore, District- 24 Parganas, and was enjoying the same free from all encumbrances paying taxes regularly.
2. While seized and possessed of the said Haripada Majumder being unmarried died intestate leaving behind surviving him his three brothers namely Lalbehari Majumder, Nirapada Majumder, Gangapada Majumder as his only legal heirs, and successors and no other person or persons as his heirs, and successors whereby and whereunder the said three brothers inherited in equal share undivided one-fourth share of the said Haripada Majumder amongst themselves and in this circumstances each of the brothers became entitled to one-third share of the aforesaid property.
3. While seized and possessed by a Bengali Deed of Gift dated 21st September, 1946, registered before The Joint Sub-Registrar Alipore at Behala, and recorded in Book No. I, Volume No. 22, Pages 172 to 174, Being No. 1519, for the year 1946 the said Gangapada Majumder as DONOR out of his love and affection transferred and conveyed all that his inherited undivided one – third share of the aforesaid property being the piece and parcel of land measuring 43 decimal comprised in Dag No. 3743 and Tank measuring 7 decimal more or less comprised in Dag No. 3742, aggregating to a total of 16.66 decimal out of total 50 decimal of land and tank in Khatian No. 579 in Mouza- Behala being the then Holding No. 126, Banamali Naskar Road within South Suburban Municipality, Police Station- Behala, Kolkata, District 24 Parganas unto and in favour of his brother Sri Nirapada Majumder mentioned therein as Donee absolutely and forever.

4. Subsequently while seized and possessed to avoid future disputes and differences amongst the legal heirs of the said two brothers said Sri Lalbehari Majumder and Sri Nirapada Majumder have during their lifetime decided to partition their aforesaid inherited property and accordingly by a Deed of Partition dated 10th November, 1947 registered before the Joint Sub-Registrar of Alipore at Behala and recorded in Book No. 1, Volume No. 21, Pages 28 to 31, Being No. 1469, for the year 1947 the said Sri Lalbehari Majumder as Party of the First Part and Sri Nirapada Majumder, as Party of the Second Part amicably partitioned their aforesaid property amongst themselves whereby and whereunder the said Sri Nirapada Majumder has been allotted with ALL THAT piece and parcel of land and tank measuring 1 Bigha 6 Cottahs 1 Chittak more or less with pucca structure standing thereon demarcated as Plot No. 2, in the Plan annexed with the Partition Deed comprised in C.S. Dag Nos. 3742 (measuring **07 Decimals**) and 3743 (measuring **36.08 Decimal**), Khatian No. 597, J.L. No. 2, R. S. No. 83, Mouza- Behala, District 24 Parganas as morefully stated in Second Schedule of the said Deed of Partition absolutely and forever and the said Sri Lalbehari Majumder has been allotted with ALL THAT piece and parcel of remaining land measuring 4 Cottahs 3 Chittak (measuring **6.92 Decimals**) more or less with pucca structure standing thereon demarcated as Plot No. 1, in the Plan annexed with the Partition Deed comprised in C. S. Dag No. 3743, Khatian No. 597, J.L. No. 2, R. S. No. 83, Mouza- Behala, District 24 Parganas as morefully stated in First Schedule of the said Deed of Partition absolutely and forever.
5. Subsequently thereafter in the last Revisional Settlement Record the aforesaid allotted property of the said Sri Nirapada Majumder being ALL THAT piece and parcel of land as per physical measurement measuring **1 Bigha 00 Cottah 13 Chittaks 43 Sq. ft** (measuring **34.50 Decimal**) more or less with building comprised in C. S. Khatian No. 597, under C. S. Dag No. 3743, has been recorded in R. S. Khatian No. 5332 in R. S. Dag No. 11529 consisting of **24.7 Satak** of land and R. S. Dag No. 11527 consisting of **08.7 Satak** of land and R. S. Dag No. 11533 consisting of **1.1 Satak** of land in Mouza – Behala, Touji No. 346, R.S. No. 83, Police Station - formerly Behala now Pamashree, District 24 Parganas South AND ALL THAT piece and parcel of Tank as per physical measurement measuring 4 Cottahs 4 Chittaks more or less comprised in C. S. Dag No. 3742, C. S. Khatian No. 597 has been recorded in R.S. Khatian No. 5332, R. S. Dag No. 11528 consisting of **07 Satak** of Tank in Mouza- Behala, Touji No. 346, R.S. No. 83, Police Station- formerly Behala now Pamashree, District 24 Parganas South and was enjoying the same free from all encumbrances, paying taxes regularly.
6. After such Partition as aforesaid the said Sri Nirapada Majumder duly applied for mutating his name in the records of the then South Suburban Municipality and subsequently The Kolkata Municipal Corporation (South Suburban Unit), Ward No. 131, in respect of his entire allotted property being piece and parcel of land with pucca structure standing thereon and tank measuring 1 Bigha 6 Cottahs 1 Chittak more or less which was then known and numbered as Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Behala, Kolkata- 700 060, Sub-Registry Office- Behala formerly Alipore, District 24 Parganas South and was enjoying the same free from all encumbrances paying rent and taxes regularly.
7. The said Nirapada Majumder who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 21.04.1971 leaving behind surviving his widow Smt. Abhaya Mazumder, only son Sri Mohit Kumar Mazumder and three married daughters namely Smt. Sabita Rani Roy, Smt. Namita Banerjee and Smt. Mamata Chatterjee as his only legal heirs, heiress and successors and no other persons or persons as his heirs, heiress and successors, who jointly inherited the aforesaid premises each having undivided One Fifth share therein.
8. The said Smt. Mamata Chatterjee who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 06.03.1982 leaving behind surviving her husband Sri Joydeb Chatterjee and two daughters namely Smt. Keya Banerjee and Smt. Rupa Banerjee as her only legal heirs and successors and no other person or persons as her legal heirs and successors

who jointly inherited undivided 1/5th share in the said premises left by the deceased and thereby each inheriting undivided 1/15th share therein.

9. The said Smt. Rupa Banerjee who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 14.04.1998 leaving behind surviving her husband Sri Subhasis Banerjee and only son Sri Swarup Banerjee and as her only legal heirs and successors and no other person or persons as her legal heirs and successors who jointly inherited undivided 1/15th share in the said premises left by the deceased Rupa Banerjee.
10. The said Smt. Sabita Rani Roy who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 24.04.2004 leaving behind surviving her husband Sushil Kumar Roy, two sons namely Sri Asim Kumar Roy and Sri Ashok Roy and only daughter Smt. Juthika Banerjee wife of Sri Priti Bhusan Banerjee as her only legal heirs and successors and no other person or persons as her legal heirs and successors. Her husband Sushil Kumar Roy subsequently also died intestate on 02.01.2012 and thereby the said two sons and only daughter jointly inherited their mother's undivided 1/5th share in the said Premises each inheriting undivided 1/15th share therein.
11. By a Deed of Gift dated 5.06.2009 registered before the Additional District Sub Registrar, Behala and recorded in Book No. 1, C.D. Volume No. 19, Pages from 7172 to 7185, Being No. 06570 for the Year 2009 the said Smt. Abhaya Mazumder, Sri Mohit Kumar Mazumder, Smt. Namita Banerjee Smt. Keya Banerjee and Sri Asim Kumar Roy all jointly as Donors out of their love and affection transferred and conveyed ALL THAT piece and parcel of land measuring 02 Cottahs (measuring 03.3 Decimals) more or less with structure as standing thereon in the South West portion of the entire Premises being part and portion of C.S. Dag No. 3743, C. S. Khatian No. 597, R.S. Dag No. 11527, R. S. Khatian No. 5332, in Mouza- Behala, Touji No. 346, R.S. No. 83, comprises in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Behala, Kolkata-700 060, Sub-Registry Office- Behala formerly Alipore, District 24 Parganas South in favour of one Sri Biswanath Majumder and Sri Raju Majumder both sons of Sri Mohit Kumar Majumder both jointly mentioned as Donees absolutely and for ever
12. In the circumstances referred to above the aforesaid Smt. Abhaya Mazumder, Sri Mohit Kumar Mazumder, Smt. Namita Banerjee, Smt. Keya Banerjee and Sri Asim Kumar Roy along with Sri Joydeb Chatterjee, Sri Subhasish Banerjee, Sri Swarup Banerjee, Sri Ashok Roy and Smt. Juthika Banerjee after such Gift retained for themselves All That piece and parcel of Land measuring 18 Cottahs 13 Chittaks 43 Sq. ft. (31.2 Decimals) more or less with structure as standing thereon comprised in R. S. Khatian No. 5332, R. S. Dag No. 11529 consisting of 24.7 Satak of land and R. S. Dag No. 11527 consisting of 05.4 Satak of land and R. S. Dag No. 11533 consisting of 1.1 Satak of land in Mouza - Behala, Touji No. 346, R.S. No. 83 AND ALL THAT piece and parcel of Tank as per physical measurement measuring 4 Cottahs 4 Chittaks more or less comprised in R.S. Khatian No. 5332, R. S. Dag No. 11528 consisting of 07 Satak of Tank in Mouza- Behala, Touji No. 346, R.S. No. 83 being part and portion of Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Pamasree formerly Behala, Kolkata- 700 060, Sub-Registry Office- Behala formerly Alipore, District 24 Parganas South.
13. The said Smt. Abhaya Mazumder who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 30.04.2010 leaving behind surviving her only son Sri Mohit Kumar Mazumder, only daughter Smt. Namita Banerjee wife of Sri Sukumar Banerjee and Smt. Keya Banerjee, Sri Joydeb Chatterjee, Sri Subhasish Banerjee and Sri Swarup Banerjee all legal heirs of her predeceased daughter Mamata Chatterjee and Sri Asim Kumar Roy, Sri Ashok Roy and Smt. Juthika Banerjee being two sons and only daughter of her predeceased daughter Sabita Rani Roy as her only legal heirs and successors and no other person or persons as her legal heirs and successors whereby and where under the said Sri Mohit Kumar Majumder

inherited undivided 1/20th share, Smt. Namita Banerjee inherited undivided 1/20th share and Smt. Keya Banerjee , Sri Joydeb Chatterjee , Sri Subhasish Banerjee and Sri Swarup Banerjee, jointly inherited undivided 1/20th share and Sri Asim Kumar Roy , Sri Ashok Roy and Smt. Juthika Banerjee jointly inherited undivided 1/20th share of the estate left by the deceased Abhaya Mazumder.

14. Subsequently the said Sri Mohit Kumar Mazumder who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 13.10.2012 leaving behind surviving him his wife Smt. Ruby Majumder, only daughter Smt. Sumita Chakraborty wife of Sri Shyamal Chakraborty and two sons namely Sri Biswanath Majumder and Sri Raju Majumder as his only legal heirs, heiress and successors and no other person or persons as his legal heirs, heiress and successors.
15. In the circumstances referred to above at present the aforesaid
 - a. Smt. Namita Banerjee by way of inheritance became the Owner of ALL THAT piece or parcel of **Undivided One Fourth Share** of total land morefully and particularly mentioned in First Schedule, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree, Kolkata- 700 060 AND
 - b. the said Sri Ruby Majumder by way of inheritance became the Owner of ALL THAT piece and parcel of **Undivided One Sixteenth Share** of total land morefully and particularly mentioned in First Schedule, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree, Kolkata- 700 060 AND
 - c. the said Sri Biswanath Majumder by way of inheritance became the Owner of ALL THAT piece and parcel of **Undivided One Sixteenth Share** of total land, morefully and particularly mentioned in First Schedule, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree, Kolkata - 700 060
 - d. the said Sri Raju Majumder by way of inheritance became the Owner of ALL THAT piece and parcel of **Undivided One Sixteenth Share** of total land , morefully and particularly mentioned in First Schedule, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree , Kolkata- 700 060
 - e. the said Smt. Sumita Chakraborty by way of inheritance became the Owner of ALL THAT piece and parcel of **Undivided One Sixteenth Share** of total land, morefully and particularly mentioned in First Schedule, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree, Kolkata- 700 060 AND
 - f. the said Smt. Keya Banerjee by way of inheritance became the Owner of ALL THAT piece and parcel of **Undivided One Twelfth Share** of total land , morefully and particularly mentioned in First Schedule, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree, Kolkata- 700 060 AND
 - g. the said Sri Joydeb Chatterjee by way of inheritance became the Owner of ALL THAT piece and parcel of **Undivided One Twelfth Share** of total land, morefully and particularly mentioned in First Schedule, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree, Kolkata- 700 060 AND
 - h. the said Sri Subhasish Banerjee and Sri Swarup Banerjee jointly by way of inheritance became the Owner of ALL THAT piece and parcel of **Undivided One Twelfth Share** of total land , morefully and particularly mentioned in First Schedule, with

structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree, Kolkata- 700 060 AND

- i. the said **Sri Asim Kumar Roy** way of inheritance became the Owner of ALL THAT piece and parcel of **Undivided One Twelfth Share** of total land, morefully and particularly mentioned in First Schedule, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree, Kolkata- 700 060 AND
 - j. the said **Sri Ashok Roy** by way of inheritance became the Owner of ALL THAT piece and parcel of **Undivided One Twelfth Share** of total land, morefully and particularly mentioned in First Schedule, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree, Kolkata- 700 060 AND
 - k. the said **Smt. Juthika Banerjee** by way of inheritance became the Owner of ALL THAT piece and parcel of **Undivided One Twelfth Share** of total land, morefully and particularly mentioned in First Schedule, with structure as standing thereon comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Parnasree, Kolkata- 700 060 at present within the limits of the Kolkata Municipal Corporation (South Suburban Unit), Ward No. 131, within the District South 24 Parganas, Sub Registry office at Behala and are jointly enjoying the same free from all encumbrances without any interference from any person or persons whomsoever but subject to occupation of Tenants/occupiers occupying part and portions of the said premises.
16. while seized and possessed of the aforesaid Owner/s by five individual Deed of Conveyances as follows :-
- a. Smt. Keya Banerjee: Deed Registered in: D.S.R. -I I South 24-Parganas, Deed No: I-160205977/2014, Page: 7828- 7850 Date of Registration: 05/06/2014 Date of Completion: 08/07/2014 Date of Delivery: 22/07/2014 Query No: 1602012554 /2014 Serial No: 160205937/2014 measuring 05 Chittaks 30 Sq. ft. more or less in R.S. Dag No. 11528 and 01 Cottahs 10 Chittaks 18.75 Sq. ft. more or less in R.S. Dag Nos. 11529, 11527 and 11533.
 - b. Smt Namita Banerjee: Deed Registered in: D.S.R. -I I South 24-Parganas, Deed No: I-160205978/2014, Page: 7851- 7873 Date of Registration: 05/06/2014 Date of Completion: 08/07/2014 Date of Delivery: 22/07/2014 Query No: 1602012554 /2014 Serial No: 160205937/2014 measuring 1 Cottah 01 Chittaks 00 Sq. ft. more or less in R.S. Dag No. 11528 and 4 Cottahs 15 Chittaks 11.25 Sq. ft. more or less. in R.S. Dag Nos. 11529, 11527 and 11533.
 - c. Sri Asim Kumar Roy, Juthika Banerjee & Sri Ashok Roy: Deed Registered in: D.S.R. -I I South 24-Parganas Deed No: I-160207365/2014, Page: 7874- 7905 Date of Registration: 07/07/2014 Date of Completion: 08/07/2014 Date of Delivery: 22/07/2014 Query No: 1602014175 /2014 Serial No: 160207054/2014 measuring 1 Cottah 01 Chittaks 00 Sq. ft. more or less in R.S. Dag No. 11528 and 4 Cottahs 15 Chittak 11 Sq. ft more or less in R.S. Dag Nos. 11529, 11527 and 11533.
 - d. Sri Joydeb Chatterjee, Swarup Banerjee & Sri Subhasish Banerjee: Deed Registered in: D.S.R. -I I South 24-Parganas, Deed No: I-160207366/2014, Page: 7906- 7937 Date of Registration: 07/07/2014 Date of Completion: 08/07/2014 Date of Delivery: 22/07/2014 Query No: 1602014173 /2014 Serial No: 160207165/2014 measuring 11 Chittaks 15 Sq. ft. more or less in R.S. Dag No. 11528 and 03 Cottahs 04 Chittaks 35 Sq. ft. more or less in R.S. Dag Nos. 11529, 11527 and 11533.
 - e. Sri Biswanath Majumder, Sri Raju Majumder, Sumita Chakraborty & Sri Ruby Majumder Deed Registered in: D.S.R. -I I South 24-Parganas, Deed No: I-160207853/2015, Page: 73383- 73415 Date of Registration: 31/07/2015 Date of Completion: 04/08/2015 Date of Delivery: 28/09/2015 Query No: 16021000202964/2015 Serial No: 1602005361/2015 measuring 1 Cottah 01 Chittaks 00 Sq. ft. more or less in R.S. Dag No. 11528 and 4 Cottahs 15 Chittaks 11.25 Sq. ft. more or less in R.S. Dag Nos. 11529, 11527 and 11533.

Sold, transferred and conveyed all that the entire land with structure including Tank as per physical measurement measuring 1 Bigha 4 Cottahs 1 Chittak more or less comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Behala, Kolkata- 700 060, the particular of such undivided share of the property thereby sold are morefully stated in the Second Schedule of the aforesaid Deed of Conveyances in favour of M/s. Debabrata Construction, a partnership firm having its office at Premises No. 54B, Parnasree Pally, Police Station- Parnasree, Kolkata- 700 060, the present Owner herein mentioned therein as Purchaser at or for a consideration mentioned thereunder.

17. In the circumstances referred to above as aforesaid the present Owner herein become the absolute Owner and occupier of the said piece and parcel of land with pucca structure standing thereon and tank as per physical measurement measuring 1 Bigha 4 Cottahs 1 Chittak more or less comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Behala, Kolkata- 700 060 which is morefully described in the FIRST SCHEDULE hereunder written and are enjoying the same free from all encumbrances, but subject to occupation of Tenant in the part and portion of the said premises.
18. Subsequently thereafter the present Owner herein duly applied for and mutated its name in the records of the B.L.& L.R.O. and also mutated its name before The Kolkata Municipal Corporation (South Suburban Unit), Ward No.131, in respect of the aforesaid property which is now known as Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station - Behala, Kolkata- 700 060 and are enjoying the same paying taxes regularly and the particular of such property is morefully described in the FIRST SCHEDULE hereunder written hereinafter referred to as the 'said premises'
19. The Owner herein represented to the Developer of its intention to develop ALL THAT the said land with pucca structure standing thereon and tank as per physical measurement measuring 1 Bigha 4 Cottahs 1 Chittak more or less comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Behala, Kolkata- 700 060 through the Developer herein. It is further clarified that the Owner shall empower the Developer to demolish the old structure and the Developer shall prepare a new building Plan by its Architect at its own cost and expenses on the aforesaid land of the entire Premises and shall submit the same before The Kolkata Municipal Corporation for sanction in the name of the present Owner and the title of the Owner is free, clear, marketable and free from all encumbrances.
20. Relying on the aforesaid representation of the Owner herein and being fully satisfied with the title of the property the Developer agreed to develop all that the said land with pucca structure standing thereon and tank as per physical measurement measuring 1 Bigha 4 Cottahs 1 Chittak more or less comprised in Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Behala, Kolkata- 700 060 on terms of condition as contained hereinafter.

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

ARTICLE - I DEFINITIONS

- I. In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:
 - a. "The Owner" shall mean the Owner above named and its Partners for the time being and their heirs, executors, administrators, successors, legal representatives, nominees and assigns.
 - b. "The Developer" shall mean the Developer above named and its Directors for the time being and their respective heirs, executors, administrators, successors, legal representatives, nominees and assigns.

- c. **"The Premises"** shall mean all that Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Behala, Kolkata- 700 060 at present within the Kolkata Municipal Corporation, Ward No. 131, morefully described in the FIRST SCHEDULE hereto .
- d. **"The Land"** shall mean ALL THAT the piece and parcel of land being 19 Cottah 13 Chittaks more or less comprised in C. S. Khatian No. 597, under C. S. Dag No. 3743, R. S. Khatian No. 5332, R. S. Dag No. 11529 consisting of 24.7 Satak of land and R. S. Dag No. 11527 consisting of 08.7 Satak of land and R. S. Dag No. 11533 consisting of 1.1 Satak of land more or less in Mouza – Behala, Touji No. 346, R.S. No. 83 AND ALL THAT piece and parcel of Tank as per physical measurement measuring 4 Cottahs 4 Chittaks more or less comprised in C. S. Dag No. 3742, C. S. Khatian No. 597 has been recorded in R.S. Khatian No. 5332, R. S. Dag No. 11528 consisting of 08 Satak of Tank in Mouza- Behala, Touji No. 346, R.S. No. 83, lying situate at and being Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station – Behala, Kolkata - 700 060 within Ward No. 131 of the Kolkata Municipal Corporation (South Suburban Unit), Sub-Registry Office – Behala, District 24 Parganas (South) described under the FIRST SCHEDULE hereto on which the new proposed building is to be constructed as per the new sanctioned building plan to be obtained from the Kolkata Municipal Corporation.
- e. **"The Architect"** shall mean such Architect or firm of Architects whom the Developer may, from time to time appoint as Architect for the new building .
- f. **"The Building Plan"** shall mean the map or plan as to be sanctioned by the Kolkata Municipal Corporation or revised modified building plan as to be sanctioned in respect of the said premises and shall also wherever the context permits, includes such plans modified or revised, drawings, designs, elevations and specifications as are prepared by the Architect including variations / modification therein if any.
- g. **"The New Building"** shall mean the Multi Storied building to be constructed as per sanctioned building plan to be obtained from The Kolkata Municipal Corporation on the premises by the Developer in pursuance hereof on the land described hereinabove.
- h. **Built-Up Area** :-Shall mean according to its contexts, the plinth area of the flat including the bathrooms and balconies and also thickness of internal wall, pillars and outer walls (But 50% of such internal walls, which are common between two flats) together with the proportionate share of area of staircase & staircase landing of the floor on which the said flat is located in the Building or all the flats of the Building together with total staircase & staircase landing area of the Building as the context permits.
- i. **The Super Built-Up Area Or Super Built-Up, Area Of An Unit**:- Shall mean according to its contexts, built-up area of the flat together with its proportionate share common portion and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated 30% of the Built-up Area, irrespective of actual measurement of the proportionate share of the common portion and areas being more or less. However, the Super Built up area of Owner's Allocation and Developer's Allocation shall be calculated in the same manner.
- j. **Common Areas**:- Shall mean and include the passage, ways, stairways, gates, common lavatory, all rain water pipes, sewerage, fittings, fixtures, manholes pit, gullies, roof, municipal filtered water connection and pipe lines water pump and overhead tank, underground reservoir, fences, boundary wall, courtyard, C.E.S.C. Electric connection, electric supply to the common areas facilities, electrical fixtures in the common areas, main switches, electric room, interior walls and other facilities, which will be provided by the Developers from time to time.
- k. **Saleable Space**:-shall mean the space in the new Buildings available for independent use and occupation by the developers after making due providing common facilities and space required thereof and after providing the owner's allocation.
- l. **Transfer**:-with the geometrical variations shall include transfer by possession & by any other means adopted for effecting what is understood as a transfer of space in multi-storied Building to purchase thereof although the same may not amount to a transfer in law without causing in a manner in convenience or disturbance to the Owner/s.
- m. **Transferee**:- shall mean a person, firm, limited company, association of persons, H.U.F to whom any space in the Building will be transfer.
- n. **"Time"** : the building shall be completed within 36 (Thirty six) months from the date of obtaining sanction of building plan and/or from the date of clear vacant peaceful possession to be given by the Owner to be Developer whichever is later.

- o. **Words:-**Importing singular shall include plural and vice-versa, the words importing masculine gender shall include feminine and vice-versa.
- p. **"The Owner's Allocation"** shall mean upon completion of construction of the new proposed building the Owner herein shall be entitled to ALL THAT 50% (Fifty percent) of the total constructed habitable areas [be it built up area or super built up area] of the New Proposed Building including the moiety share of the Car Parking Spaces, common areas, spaces, utilities, amenities and facilities in the New Building. The Owner's Allocation covers many Flats and Car Parking Spaces as under:
- Entire First Floor constructed habitable areas [be it built up area or super built up area];
 - 50% (Back Side) constructed habitable areas [be it built up area or super built up area] of the Third Floor;
 - 50% (Front Side) constructed habitable areas [be it built up area or super built up area] of the Fourth Floor;
 - 50% (North East South Side) of the Ground Floor Flats [be it built up area or super built up area];
 - 50% of the Ground Floor Car Parking Space.

TOGETHER WITH right to deal with, dispose of or alienate the Owner's Allocation independently without any claim, demand or objection from the Developer in this regard, more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written.

CONSIDERATION:

In addition to the aforesaid constructed habitable areas as aforesaid the Owner herein shall also be entitled to a consideration of Rs. 1, 50, 00, 000.00 (Rupees One Crore and Fifty Lakh) only to be treated as refundable/adjustable advance which is to be adjusted from the Owner's allocated 50% percent constructed habitable areas as aforesaid at the then prevailing market which shall be paid by the Developer to the Owner in the manner as and when required for smooth completion of the project commencing from the date of execution and registration of this Agreement.

PAYMENT OF CONSIDERATION MONEY:

Owner herein shall entitle to get refundable/adjustable advance consideration of Rs. 1, 50, 00, 000.00 (Rupees One Crore and Fifty Lakh) only as under:

- On or before this agreement Developer will pay Rs. 17, 00, 000.00 (Rupees Seventeen Lakh) to the Owner.
 - After 12 months of execution of this Agreement but within 18 months of this Agreement Developer will pay Rs. 1, 33, 00, 000.00 (Rupees One Crore and Thirty-Three Lakh) to the Owner.
- q. **"The Developer's Allocation"**: ALL THAT 50% (Fifty percent) of the total constructed habitable areas [be it built up area or super built up area] of the New Proposed Building including the moiety share of the Car Parking Spaces, common areas, spaces, utilities, amenities and facilities in the New Building. The Developer's Allocation covers many Flats and Car Parking Spaces as under:
- Entire Second Floor constructed habitable areas [be it built up area or super built up area];
 - 50% (Front Side) constructed habitable areas [be it built up area or super built up area] of the Third Floor;
 - 50% (Back Side) constructed habitable areas [be it built up area or super built up area] of the Fourth Floor;
 - 50% (except Owner's Allocation Flats on the Ground Floor) of the Ground Floor Flats [be it built up area or super built up area];
 - 50% of the Ground Floor Car Parking Space.
- r. TOGETHER WITH right to deal with, dispose of or alienate the Owner's Allocation independently without any claim, demand or objection from the Developer in this regard, more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written;
- s. **"Common Expenses"** shall mean and include all expenses to be incurred by the Unit/Owner for the management and maintenance of the Building and the premises after obtaining peaceful possession of the new proposed building by the individual Flat Owner .

- t. **"Common Portions, Facilities & Amenities"** shall mean all the common areas and installations to comprise in the new building and the premises, after the development, including, staircases, lobbies, the ultimate roof, passages, path ways, lift, boundary walls, durwan's room and other facilities which may be mutually agreed upon and between the parties as required or the establishment location enjoyment provisions maintenance and/or management of the building.
- u. **"Saleable Space"** shall mean the space in the building available for independent use and occupation after making due provision for Owner's Allocation and common and the space required therefore.
- v. **"Project"** shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the development of the premises be completed and possession of the completed Units is taken over by the Unit Owner.
- w. **"Proportionate Share"** with all its cognate variations shall mean such ratio, the covered area of any Unit or Units be in relation to the covered area of all the Units in the new building.
- x. **"Unit"** shall mean any flat or other covered area in the new building, which is capable of being exclusively owned, used and/or enjoyed by any Unit Owner and which is not the common portions.
- y. **"Unit Owner"** shall mean any person who acquires, holds and/or owns any Unit in the new building and shall include the Owner and the Developer, for the Units held by them, from time to time.
- z. **"Society"** shall mean the Society or Associations to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association is formed the Developer would be entitled to manage and/or maintain the new building and the premises and to collect the common expenses.
- aa. **"Specifications"** shall mean the specifications for completing the new building as stated in the Second Schedule hereto.
- bb. **"The Title Deed"** shall mean all the Deeds and documents referred to hereinabove in the recital in respect of Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station - Behala, Kolkata - 700 060, at present within the Kolkata Municipal Corporation, Ward No. 131, District 24 Parganas (South).
- cc. **"Advocate"** to the project shall mean Sri Abhijit Sinha, Advocate, High Court at Calcutta having contact No. 9734869823/7003656085 as an Advocate and he is appointed by the Developer.
- II. **THE OWNER HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS :-**
- i) That the Owner absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises mentioned hereinabove.
- ii) That the right title and interest of the Owner in the said Premises mentioned hereinabove is free from all encumbrances and Owner have a marketable title to the same save and except occupation of the existing tenants as aforesaid.
- iii) That the entirety of the said Premises mentioned hereinabove save are in actual, has and physical possession of the Owner, save and except as aforesaid.
- iv) That the Owner have not received any notice for acquisition or requisition of the said Premises mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
- v) Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income tax, Revenue or any other Public Demand.
- vi) That the Owner have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said Premises mentioned hereinabove or any part or portion thereof in favour of any one other than in favour of the Developer herein.

- vii) That the Owner is not aware of any impediment affecting the said Premises mentioned hereinabove whereby they are in any way barred from entering into this Agreement.
- viii) That the Owner is fully and sufficiently entitled to deal with, develop and/or dispose off proportionate share of the said Premises mentioned hereinabove and thus enter into this Agreement.

ARTICLE - II

COMMENCEMENT

- 2.1 This agreement shall be in force from the date hereof and subsequently time may be extended during the duration of the "Force Majeure".
- 2.2 This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the Owner's allocation as per terms and conditions of these presents

ARTICLE: "III"

(CONSTRUCTION)

- 3.1. In consideration of the Owner/s having agreed to permit the Developers to commercially develop the Schedule: "A" premises by construction, creating and Building, the Developers has agreed to allocate the Owner/s' allocation/ constructed space in the said property together with the proportionate undivided share in the common parts, facilities and land which shall hereinafter called as the Owner/s' allocation, which is mentioned in Schedule: "B" hereunder written.
- 3.2. That the said Owner/s' allocation shall be constructed and completed with good standard materials specially the steel bars of different diameter, cement, electrical, sanitary and plumbing items must be of ISI and the said Building will be decent one and shall contain all other amenities which are normally provided in a decent residential Flat.

ARTICLE: "IV"

(PROCEDURE)

- 4.1 That the Owner/s shall grant to the Developers and/or its Partners a Registered Power of Attorney as may be required for the purpose of execution of sale Deed, obtaining necessary permission and approvals from the different authorities in connection with the construction of the Building.
- 4.2 That after sanctioning building plan from the competent Authority of Kolkata Municipal Corporation, Developer shall produce the said Sanctioned Building Plan before the Owners for demarcation of Owner's Allocation. After finalization of demarcation of Owner's Allocation as well as Developer's Allocation that will be entered in a separate Agreement between the Owner/s and Developer to meet up the future dispute regarding Allocation between the Owners and Developer.
- 4.3 That the Developers shall sell and transfer the undivided proportionate share of land underneath the Building comprised in the portion of the said Flat retaining itself undivided proportionate share in the land underneath the Building attributed to the Owner/s' allocation to the Owner/s as mentioned in Schedule: "B" hereunder written.
- 4.4 That the Developers shall give the possession in a habitable condition to the Owner/s herein and to the Buyers. The Developers will not be liable or responsible in anyway if the Owner/s do not take possession after complete of the Flats (Owner/s' allocations).
- 4.5 That the Developers and/or its Partners shall execute Deed of Sale as Constituted Attorney of the Owner/s for the Developer's allocation and the Owner/s shall have no right to execute any Deed of Transfer for the Developer's allocation without Developer's consent as may require.

- 4.6 All men and machinery and materials will be supplied by the Developers at its own costs and expenses and by the Supplier nominated by the Developer.
- 4.7 All the materials e.g. electrical goods, sewerage goods, water pipe lines, bricks, sands, irons, windows, doors, stone chips and all materials relating to the construction will be supplied by the Developers at its own sweet will from the Supplier of the Developers and the Owner/s cannot raise any objection for the same.
- 4.8 That the Developers shall negotiate the terms and conditions with the intending Purchaser/s for the sale of Flat of the Developer's allocation portion and shall receive and power to en-cash the entire consideration money from the intending Purchasers of the said Flats and shall discharge the money receipt for the same as a Constituted Attorney for the Owner/s in respect of the flats and undivided share of land.
- 4.9 By virtue thereof the Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's allocation after handing over and making over the said Owner's allocation with its satisfaction with the possession letter and letter of acceptance. The building completion certificate will be obtain from the Kolkata Municipal Corporation and the cost will be borne by the Developer herein. The Developer shall execute the necessary Deed of Sale as Constituted Attorney of the Owner/s in respect of the Developer allocation as aforesaid at the absolute exclusion of any claim, demand, objection, interference and intervention of the Land Owner/s on any account and under any circumstances whatsoever.
- 4.10 All the electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at his own costs and the Land Owner/s cannot raise any objection for the same. All costs will be borne by the Developer regarding construction. The particular of such specification of construction are more clearly written in Fifth Schedule hereunder.
- 4.11 That the Developer shall negotiate the terms and conditions with the intending purchaser(s) for the flat(s) of the Developer's allocation and shall receive the entire consideration money from the intending purchaser of the said flat (s) and shall discharge money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchaser for the Developer allocation in the said premises and the Owner/s shall not be liable for any act done by the Developer and the Developer exclusively shall be liable for the same.
- 4.12 The Land Owner/s shall grant a General Power of Attorney to the Developer appointing them as his Attorney to negotiate with terms and conditions with the intending Purchaser, to collect consideration either in part or in full in respect of the Developer allocation to admit and effect registration and to do all acts, deeds and things as found necessary for transferring the Developer allocation portion.
- 4.13 The Developer shall use in the said construction the standard and approved quality of materials as specified herein. The Developer Shall Remain obliged to hand over to the Land Owner/s a copy of the Sanctioned Building Plan before commencement of the construction work. Original deeds or documents or records in respect of the said premises shall be handed over to the Developer by the Owner/s as and when required.

ARTICLE: "V"

(POSSESSION & CONSTRUCTION)

- 5.1 That, the Owner/s this day make over and deliver vacant possession of the Schedule: "A" property for the purpose of construction and shall allow the Developers and its men and agents, mason to enter into the said property for the purpose of construction and for the other purpose which are required for the construction of the Building and the Developers shall be in possession of the said property till completion of the Building and/or handing over the Flat to the respective Purchasers.

- 5.2 The Owner/s shall give quiet, peaceful and unencumbered possession of the previously mentioned premises to the Developer simultaneously with the execution of this agreement enabling the Developer to survey the entire premises and for making soil testing and preparation of the proposed Building plan.
- 5.3 The Developer shall complete the construction of the Building positively within 24 months from the date of sanction of the plan and shall hand over Owner/s' allocation by the Developer with the arrangements and other accessories as per specification given details in Schedule 'F' below.
- 5.4 The Developer shall on completion of the proposed new Building put Owner/s in undisputed possession of the owner's allocation and the Owner/s shall enjoy the said Owner/s' allocation together with all rights in common to the common portions as absolute Owner/s thereof.
- 5.5 The Developer shall be exclusively entitled to the Developer allocation in the new Building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affected his interest without any right, title, claim or interest therein whatsoever of the owner/s and the owner/s shall not any interfere with or disturb the quiet and peaceful possession of the Developer allocation. The Developer shall only transfer by way of proper deed of conveyance either in favor of the partners or in favor of the nominee/ nominees of the Developer or purchasers the undivided share of the land excepting the proportionate share of land of the Owner/s.
- 5.6 In so far as necessary all detailing by the Developer in respect of the proposed new Building shall be in name of the owner/s for which purpose the owner/s undertake to give a power of attorney to the Developers and/or its Partners in a form and manner reasonably required by the Developer. It being understood however such dealings shall not in any manner fasten or create any financial or legal liabilities upon the owner/s nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.
- 5.7 That the Developers shall execute the deed of conveyance in favor of the purchasers or its nominee in respect of the part or parts of the proposed new Building as shall be required by the promoter all costs and all expenses in that behalf will be borne paid by the Developers.

ARTICLE: "VI"
(OWNER/S' INDEMNITY)

- 6.1. That the Owner/s hereby undertake that the Developers shall be entitled to the said construction and shall enjoy the allocated share without any interference and/or disturbance provided the Developers perform and fulfill all the terms and conditions herein contained and/or its part to be observed and performed. The Owner/s shall have to hand over the original deed and last tax bill to the Developers for the necessary documents and paper works of the projects with proper receipt and paid all services Taxes.
- 6.2 If the Developers not completed the Building within the specified period, entire land/property will automatically go to the possession of the Owner/s save and except force majeure clauses and Legal Causes.
- 6.3 The Owner/s hereby agree and covenant with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling, assigning and/or disposing of any portion of the Developer allocation portion in the Building or of the said property save and except the right of land.
- 6.4 The Owner/s hereby agree and covenant with the Developer not to let out grant, lease mortgage and/or charges the allocated portion of the Developer in the super built up construction but shall have all right to let out grant, lease, mortgage and/or charges her allocated portion to any person's, company/s, save and except the Owner/s' allocation. The Developer also shall not have any right to let grant, lease, mortgage and/or charges the allocated super built up area of the Owner/s but shall have all right to let out grant, lease, booking money etc. from the person's, companies except owner's allocation.

- 6.5 The Owner/s hereby undertake that the Developer shall be entitled to the said construction and shall enjoy her allocated portion without any interference and/or disturbance provided the Developers performs and fulfills and all singular the terms and conditions herein contained and/or its part to be observed and performed.

ARTICLE: "VII"

(DEVELOPER'S INDEMNITY)

- 7.1 That the Developers hereby undertakes to keep the Owner/s indemnified against the action suit, costs proceedings and Third-Party claims and actions arising out of any sort of act or commission of the Developers with regard to the development of the said premises. In the matter of construction of the new Building the strictly in terms of the plan to be sanctioned by the Kolkata Municipal Corporation on that behalf and owner have to observe the entire construction of the Proposed Building.
- 7.2 The Developer shall complete the construction of the new Building within 24 months positively from the date of sanction Plan of the Building and the time of completion of the Building shall be strictly observed. The period of construction will be extended if there is any force majeure, natural calamity or situation beyond the control of the Developer.
- 7.3 The Developer shall complete the construction fully within a period of 24 months from the date of sanction of the plan. Therefore, it is obligatory to complete the design and drawing of the Building, get it approved by the Owner/s before submitting the same to the proper authority.
- 7.4 After completion of the entire project the Owner/s shall be entitled to receive from the Developer as mentioned in Schedule-"B" hereunder.
- 7.5 On or before or after of execution of this Development Agreement a refundable sum of Rs. 1, 50, 00, 000/- only would pay by the Developers to the Owner/s.
- 7.6 Not to violate or contravene any or the provisions or rules applicable for construction of the Building.

ARTICLE: "VIII"

(CONSIDERATION)

- 8.1 In consideration of the Owner/s having agreed to permit the Developer to commercially exploit the said property and to construct erect and Built a new Building in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation in the name of the Owner/s and in accordance with the specification materials of which are stated in details in "Schedule-F" below.
- 8.1.1 In consideration proportionate share of the Land (Except the Owner/s' Allocation of Land after completion of the proposed Building) of Premises No. 19, Upendra Nath Banerjee Road Police Station – Behala , Kolkata - 700 060 District South 24 Parganas, on completion of the proposed Building the Owner/s shall be entitled to get Schedule-"B" mentioned property including service area as will be calculated as per the Total Built-up Area of the proposed new Building except ground floor and 25% of the Built-up Area as will be calculated as per the Total Built-Up Area of the proposed Building except ground floor Car parking Space/s shall be entitled to get as Super-Built-up area of which are stated in details in Schedule "B " below.
- 8.1.2 consideration of all the expense's in form of Cash, Cheques, Drafts, Fees, Taxes, Cass, Labours, Technical Know How, Management and any other means incurred to complete the construction of the proposed new Building at Premises No. 19, Upendra Nath Banerjee Road Police Station – Behala , Kolkata - 700 060 District South 24 Parganas, Developer's will get remaining all parts except the Owner/s' allocation.
- 8.2 The Developer shall hand over the Owner/s' allocation in accordance with the specification more fully described in the schedule 'D' below and the Developer shall construct and complete residential flat in accordance with the sanctioned plan by the Kolkata Municipal Corporation. The Developer shall bear all costs, charges and expenses for the construction

of all the residential flats including the Owner/s' allocation will be made fit for occupation with proportionate right in all common portion of the said new Building.

ARTICLE: "IX"

COMMON RESTRICTION

9. The Owner/s' allocation in the new Building shall be subject to the same restrictions on transfer and use as are applicable to the Developer allocation in the new Building intended for common benefits of all occupiers of the new Building which shall include the followings:
- 9.1 Both the parties shall abide by all laws, byelaws rules and regulations of the Govt., local bodies and association when formed in future as the case may be without invading the right of the Owner/s.
- 9.2 The respective allotted shall keep its respect. The Building in good working conditions and repairs.
- 9.3 Neither party shall throw accumulate any dirt rubbish waste or refuse or permit the same to be thrown or accumulated in or around the new Building or in the compound corridors any other portions of the new Building.

ARTICLE: "X"

JOINT OBLIGATIONS

- 10.1 The Developers shall develop to construct a multi storied Building on the said land as per corporation rules after utilizing the available F.A.R. as percent rules in vogue.
- 10.2 The Owner/s will lend its name and signature in all paper, plans, documents and deeds those may come in the way of the Developers for successful implementation of the project since the project will be promoted in the Owner/s' name and under the Owner/s' allocation.
- 10.3 The Owner/s will forward to the Developers the title deed of the land against accountable receipt on execution of the agreement for Developer record and reference. The Developer shall ultimately return the said original title deed / deeds to the Owner/s for its preservation.
- 10.4 If the project fails without creating any damages of the properties though for no fault of the Developer, the Owner/s are legally liable to pay back Rs. 1, 50, 00, 000/- forthwith to the Developer without interest that will be paid by the Developer.
- 10.5 In case of violation or breach of the covenants or provisions or stipulations under the head owner's allocation and Developer obligation by the Developer herein then he shall have no defense if the Owner/s in the court of law for such violation or breach sue him.

ARTICLE - XI

OWNER'S RIGHT & REPRESENTATION

- 11.1 The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises and shall retain symbolic possession during the time of construction work as per sanctioned plan by the Kolkata Municipal Corporation with standard building materials.
- 11.2 The said premises is free from all encumbrances and the Owner have a marketable title in respect of the premise.
- 11.3 The Owner shall deliver or hand over all original copies and all the documents relating to the said property which are in possession and control of the Owner at the time of execution of these presents to the Developer.

ARTICLE - XII

DEVELOPER'S RIGHT & REPRESENTATION

- 12.1 The Owner hereby grant subject to what has been herein under provided exclusive right to the Developer to develop the said Premises and construct building at the said premises in accordance with the new plan or

- plans as to be sanctioned by the Kolkata Municipal Corporation and/or by any other appropriate with or without any amendment and/or modification.
- 12.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from the Kolkata Municipal Corporation, shall be prepared and submitted by the Developer on behalf of the Owner at the cost and expenses of the Developer and the Owner shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises and the Owner shall have no responsibilities to bear any cost whatsoever.
- 12.3 That save and except the Owner's allotted portion the Developer has full rights to execute any agreement for sale, transfer and convey the Developer's allocation for residential / commercial purposes according to their own choice .

ARTICLE - XIII

DEVELOPER'S OBLIGATIONS

- 13.1 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licensed building Surveyor or registered Architect of the Building PROVIDED HOWEVER proportion and quality of such materials shall conform to the accepted standard of I.S.I Specification and the building rules regulations and for orders in force for the time being .
- 13.2 The building shall be created, constructed and completed by the Developer shall consist of the specification provided in SECOND SCHEDULE hereunder written and all Flats/Units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings, and facilities. Under no circumstances, irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owner in respect of erection, construction and completion of the said Owner's allocated portion / portions.
- 13.3 The Developer shall construct and complete the Building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory Regulations, Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable. The Developer shall remain responsible and liable for fulfilment of the terms and obligations contained herein.
- 13.4 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect, including temporary and residential connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Owner have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate Electricity Meters for the respective Flat/Unit shall be borne by the concerned Unit Owner and the Developer shall have no responsibility for the same.
- 13.5 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality. Under no circumstances the Owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other persons or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called

- that may be done executed or performed by the Developer. The Developer shall at its own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the Building within the time specified herein .
- 13.6 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined hereinbefore) or any part thereof , the Developer shall fully comply with , observe, fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein , save and provided hereinafter , the Owner shall not be responsible or liable for any commitments that may be made by the Developer on any ground whatsoever.
- 13.7 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life , the Developer shall be solely liable and responsible for the same and the consequences arising therefor in all respect and shall at all point of time keep the Owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection , construction or completion of the said newly proposed building or any part thereof . All actions, proceedings and consequences arising therefrom shall be attended to , defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owner indemnified from all or any loss damages, costs and consequences, suffered or incurred therefrom .
- 13.8 Notwithstanding anything contained or stated herein, all Labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.
- 13.9 The Developer shall be solely responsible for and make and pay all payments, wages, dues , contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, Labours, employees, architects and others by whatever name called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed building and every part thereof and the Owner shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Owner indemnified from all or any claim, damages, payments costs and consequences suffered or incurred therefrom.
- 13.10 The Owner shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection construction and completion of the Building or any part thereof provided standard materials.
- 13.11 The Developer shall be duty bound to complete the Owner's allocated portion in all respect including permanent domestic water and sewerage connection and but the Unit Owner shall pay for individual electric meter connection for each Unit/Flat which shall be arranged by the Developer at extra cost and make the same fully habitable for user as per law within the said 36 (Thirty Six) months from the date of obtaining sanction of building plan which unless prevented by Force Majeure reasons at the said premises without default or deviation, save and except for the reasons mentioned hereinabove.
- 13.12 The Developer will obtain completion certificate / occupancy certificate from the Kolkata Municipal Corporation.

ARTICLE - XIV
OWNER'S OBLIGATIONS

- 14.1 The Owner herein shall sign and execute all plans , drawings , specifications , elevations , forms , applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions , consent , sanction or licence required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.
- 14.2 To provide the Developer with appropriate powers as are or may be required in connection with sanction , construction, erection completion of the newly proposed building and to appear for and represent the Owner before all concerned authorities and to make sign and execute applications , declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas , entitlements, permits, licences and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electricals or as may be required from time to time , in accordance with law and/or otherwise concerning negotiations for transfer of flats to the intending Purchasers of Developers share thereof and all cost and expenses in that respect shall be borne by the Developer and in this respect the Owner hereby appoint **Sri Debabrata Sarkar Director of M/S. Debabrata Construction PVT. LTD. the Developer Company** herein as their Attorney to do all the acts, deeds and things for completion of the newly proposed building in and upon the aforesaid premises.
- 14.3 It is hereby agreed by the Owner herein that in case of sale of habitable Flats and Car parking spaces forming part of Owner's allocated portion, the Owner shall simultaneously upon receipt of the consideration of such Flats or Car parking spaces either in full or by part shall immediately refund 60% of such receipt amount against sale of such Flat and/or Car Parking space to the Owner towards adjustment of the advance received by them as morefully stated in Article- I, Clause No. X, stated hereinabove and shall adjust the entire adjustable advance received by them in the manner as aforesaid within a span of 36 months from the date of obtaining sanction of Building Plan.
- 14.4 The Owner further hereby give their permission and consent that the Developer for acquiring financial help to complete that new proposed building as per the plan to be sanctioned by the Kolkata Municipal Corporation may mortgage the schedule below property with any financial institutions / banks and for which the Owner if required shall sign in such deeds and documents as may be required by the financial institutions/bank for such financial assistance without creating liability of the Owners. Developer never be allowed to mortgage Owner's Allocated portion of Flats and Car parking Spaces in any manner in any time during the period of construction and before and/or after hand over of Owners Allocation for the financial assistance of the Developer.

ARTICLE – XV

- 15.1 In the event the Owner are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof , the Developer shall have the same duly provided subject to the costs , charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owner immediately on demand by the Developer.
- 15.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common , impartible, indivisible and undivided.
- 15.3 The Owner shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities .
- 15.4 The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law . The Developer cannot

- deliver possession of any portion of the newly constructed building in favour of and proposed purchaser before delivery of possession of the Owner' allocation to the Owner.
- 15.5 Without first providing the Owner's allocation portion complete in all respects and useable under the law as well as completion of the common area and facilities as per specification provided in these presents or otherwise as may be mutually agreed in writing, the Developer shall not be permitted to and/or be entitled to grant and/or give possession or permit possession of by whatever name called of its allocated portion mentioned herein above or any part thereof in any manner whatsoever or to create any encumbrances and/or charges or li-pendences thereto.
- 15.6 The format of the Draft Indenture of Conveyance, that may be required to be executed and registered by the Owner unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof, shall be prepared by the Developer's Advocate Sri Subir Kumar Dutta and the Owner shall only execute Indenture of Conveyance (s) unto and in favour of the Developer and/or its nominee or nominees as the case may be subject to the terms and conditions provided herein.
- 15.7 Subject to the above restrictions and conditions contained herein the Attorney shall be entitled to enter into any contract or agreement relating to allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the Owner shall execute required Indenture, unto and in favour of the said nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto and paid and borne by the Developer and/or its nominee or nominees, as the case may be.

ARTICLE - XVI

COMMON OBLIGATIONS

- 16.1 On and from the date of completion of the building in accordance with law, the Owner as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default :-
- 16.1.1 To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owner and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.
- 16.1.2 To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the Rules framed thereunder, the Developer shall be entitled to collect and provided the required services thereof.
- 16.1.3 To abide by all laws, rules and regulations and orders of the enactments the Government and/or Local Bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and the responsible for any deviation, violation and/or breach thereof in any manner.

ARTICLE - XVII

MISCELLANEOUS

- 17.1 These present shall be construed right to exploit the same in terms thereof provided the Developer shall be entitled to borrow money from any Bank's without creating any liability on the Owner's of effecting and its/her/their estate shall not be encumbering and/or be liable for payment of any dues of such Bank/s and for that purpose the Developer shall keep the Owner/s indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.
- 17.2 This Agreement shall always be treated as an agreement by and between "Principal" to "Principal". The Owner and the Developer have entered into this Agreement purely as a Contract and nothing contained herein shall be deemed to construed or constitute as Partnership between the Owner and the Developer or an Association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same thereunder subject to the terms and conditions of these presents.
- 17.3 The Owner shall hand over peaceful and vacant possession of the aforesaid premises to the Developer simultaneously with the execution of this agreement and as from the date of delivery of possession of the said premises by the Owner in favour of the Developer, the possession of the said the premises along with the rights of the Developer in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owner provided the Developer is carrying on with the project in terms of this agreement.
- 17.4 It is also agreed and accepted between the parties hereto that the Owner shall have the right to egress and ingress during the time of construction in and upon the Premises for observation and supervision of the constructional work of the new proposed building to be constructed as per the sanctioned building plan.
- 17.5 All the dues, arrears or outstanding in respect of the said Premises on account of The Kolkata Municipal Corporation taxes, levies whatsoever till the date of execution of this agreement shall be to the account of the Owner and as from this date shall be borne and paid by the Developer or their nominee or nominees being the prospective Flat/Unit Purchasers either in respect of the aforesaid Premises or the constructed area forming part of the Developer's allocation after obtaining the completion and/or occupancy certificate from the Kolkata Municipal Corporation.
- 17.6 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owner and for such matters, the Owner shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in anyway infringe or prejudice the right of the Owner and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.
- 17.7 The Developer shall be entitled to demolish the existing structure after obtaining the sanctioned building Plan from the Kolkata Municipal Corporation and shall dispose off the salvage to any person at their discretion for which the Owner shall have no objection.
- 17.8 It is clarified that all works of development shall be done by the Developer at its own costs and expenses but for and on behalf of themselves and/or their nominee/nominees in respect of the Developer's Area and for and on behalf of the Owner in respect of the Owner's Area.

- 17.9 The consideration for the purposes herein shall be the construction costs of the Owner' Area to be incurred by the Developer and further amounts to be paid as agreed hereunder.
- 17.10 All municipal taxes and other outgoings in respect of the said premises upto the date of handing over possession of the said premises to the Developer shall be borne and paid by the Owner and thereafter shall be borne by the Developer. At the expiry of 30 (thirty) Days from the date, the Developer service to the Owner a notice of completion of the Owner' Allocation under the terms of this agreement, the liability of the Developer to pay the Municipal taxes and other liabilities in respect of the Owner' Allocation would cease to continue.
- 17.11 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof would be borne and paid by the Owner and the Developer or their respective nominees in their respective proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owner herein and the Developer.
- 17.12 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.
- 17.13 The certificate of the Architect relating to completion of construction/ development and the costs incurred therefore shall be final.
- 17.14 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owner and sent to their respective last known address or addresses intimating that the Owner' Area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or Municipal authorities has been obtained, shall completely absolve the Developer of its obligation to deliver the Owner' Area to the Owner under this Agreement.

ARTICLE - XVIII

FORCE MAJEURE

- 18.1 That the Parties hereto shall not be considered liable for any obligations hereunder to the extent that the performance for the relative obligation prevented by the existence of force majeure and shall be suspended from the obligation during the duration of the force majeure.
- 18.2 Force, majeure, shall mean floods, earthquake, riot, war, storm, tempest civil commotion, strikes, locks out and or any other act or commission beyond the control of the parties hereto. Developer shall not be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended 6 (Six) months accordingly upon occurrence and cessation of any event constituting Force Majeure.

ARTICLE - XIX

ARBITRATION

19. All disputes and differences between the parties arising out of "the meaning, construction or import of this Agreement or their respective rights and liabilities" as per this Agreement shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each party who shall jointly appoint an

Umpire at the commencement of the reference and the Award of the Arbitrators or the Umpire shall be final and conclusive and binding on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996 and its statutory modifications and/or re-enactments thereof in force from time to time.

ARTICLE - XX
JURISDICTION

20. The Alipore Civil Court at South 24-Parganas at Alipore shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

ARTICLE - XXI
GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT, (1) Sri **Debabrata Sarkar** son of Late Jogesh Chandra Sarkar, (PAN - ALGPS 1082F), by faith - Hindu, by profession - Business, of 581, Parnashree Pally, Police Station - Parnashree, Kolkata - 700 060, (2) Sri **Shyamal Kumar Mondal** son of Late Jogindra Nath Mondal, (PAN- AFDPM2034G), by faith - Hindu, by occupation - Business, of GA6/2, Bonomali Naskar Road, Police Station - Parnashree, Kolkata - 700060, (3) Sri **Subrata Goswami** son of Late Shyamal Goswami, (PAN - ADYPG0967D), by faith - Hindu, by occupation - Business, of 538, Parnashree Pally, Kolkata - 700 060, (4) Sri **Subodh Das** son of Late Narayan Chandra Das, (PAN- ADSPD9141Q), by faith - Hindu, by occupation - Business, of 79/1, Maharani Indra Devi Road, Police Station - Parnashree, Kolkata - 700 060 all are Partners of M/S. Debabrata Construction (PAN - AAKFD3216D) a Partnership Firm, having its registered office at Premises No. 548, Parnashree Pally, Police Station - Parnashree, Kolkata - 700 060, hereinafter called and referred to as the Land Owner's/Executant's, Send Greetings.

M/S. Debabrata Construction is the Owner's of ALL THAT piece and parcel of land as per physical measurement measuring 19 Cottah 13 Chittaks more or less comprised in C. S. Khatian No. 597, under C. S. Dag No. 3743, R. S. Khatian No. 5332, R. S. Dag No. 11529 consisting of 24.7 Satak of land and R. S. Dag No. 11527 consisting of 08.7 Satak of land and R. S. Dag No. 11533 consisting of 1.1 Satak of land more or less in Mouza - Behala, Touji No. 346, R.S. No. 83 AND ALL THAT piece and parcel of Tank as per physical measurement measuring 4 Cottahs 4 Chittaks more or less comprised in C. S. Dag No. 3742, C. S. Khatian No. 597 has been recorded in R.S. Khatian No. 5332, R. S. Dag No. 11528 consisting of 07 Satak of Tank in Mouza-Behala, Touji No. 346, R.S. No. 83, lying situate at and being Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station- Behala, Kolkata - 700 060 within Ward No. 131 of the Kolkata Municipal Corporation (South Suburban Unit), which is more fully and particularly described in the "Schedule-A" hereunder written and hereinafter referred to as "The Said Property".

Owner/s have entered into a Development Agreement with this presents with M/S. Debabrata Properties Pvt. Ltd., a Private Limited Company registered under the Companies Act 1956, Permanent Account Number of Company AADCD1972A, having its registered office at 28A, Rupnarayan Nandan Lane, Post Office & Police Station - Bhowanipore, Kolkata - 700 025 represented

by its Director Sri Debabrata Sarkar son of Late Jogesh Chandra Sarkar, Indian National, Inhabitant of Kolkata aged about 60 years, by faith Hindu, by Occupation: Business, Permanent Account Number ALGPS1082F, residing at Plot No. 581, Parnasree Pally, P.O. – Parnasree, Police Station -Parnasree, Kolkata –700060, District- 24 Parganas (South) for development of its aforesaid Scheduled property and to construct a multistoried Building at the said premises in accordance with the Building Plan that will be sanctioned by the Kolkata Municipal Corporation.

Since Owner/s have necessary and also expedient for it to appoint and engage Attorney/Attorneys for itself, in its name and on its behalf to do all acts, deeds and things as its representatives could do themselves.

KNOW ALL MEN BY THESE PRESENTS THAT, "(1) Sri Debabrata Sarkar (2) Sri Shyamal Kumar Mondal (3) Sri Subrata Goswami and (4) Sri Subodh Das" the representatives of M/S. Debabrata Construction do hereby and hereunder nominate, constitute and appoint Sri Debabrata Sarkar son of Late Jogesh Chandra Sarkar, Indian National, Inhabitant of Kolkata aged about 59 years, by faith Hindu, by Occupation: Business, Permanent Account Number ALGPS1082F, residing at Plot No. 581, Parnasree Pally, P.O. – Parnasree, Police Station -Parnasree, Kolkata –700060, District- 36 Parganas (South), Director of M/S. Debabrata Properties Pvt. Ltd., a Private Limited Company registered under the Companies Act 1956, Permanent Account Number of Company AADCO1972A, having its registered office at 28A, Rupnarayan Nandan Lane, Post Office & Police Station – Bhowanipore, Kolkata - 700 025 as their true and lawful Attorney in their name and on their behalf, to do and execute and perform or caused to be done, executed and performed all or any of the following acts, deeds and things in respect of the said premises:-

1. To develop its said property and to construct a multistoried Building at the said premises in accordance with the Plan that may be sanctioned by the Kolkata Municipal Corporation.
2. To sign in the Plan as Attorney for the purpose of sanctioning Plan and/or obtain revise sanction Plan from Kolkata Municipal Corporation of the proposed building.
3. To apply and sign for obtain revise sanction Plan, if required, from the Kolkata Municipal Corporation for the construction of the said Building and/or as may be sanctioned by the Kolkata Municipal Corporation for itself and on its behalf.
4. After obtaining revised sanctioned Plan from the Kolkata Municipal Corporation to construct said Building on the said property according to the Sanctioned Plan and for the purpose of the said construction to engage Masons and Laborers, Engineers, Supervisors, Surveyors and to purchase necessary Building materials for me and on its behalf.
5. To appear and sign for me and on its behalf before the Kolkata Municipal Corporation, C.E.S.C. Limited, Airport Authority and other local and/or statutory Authorities and all Government or Semi-Government Offices and to apply for obtaining sanction, permit, license, water supply, drainage, electric supply and all services etc. as may be required for the construction of the said Building at the said premises.
6. To deposit all fees, charges, money before the Authorities concerned in its name and on its behalf for obtaining sanctioned from the Kolkata Municipal Corporation and to receive sanctioned Building Plan for me and on its behalf from the Kolkata Municipal Corporation.
7. To issue forms, brochures, designs, plan and booklets and to invite intending Purchaser/s of the Flat/s and Car Parking Space/s both open and cover and other spaces in Developer's allocation to any Purchaser/s at such prices as its said attorney in his/their absolute discretion, thinks fit and proper and to agree upon and to enter into Agreement/s for Sale and/or to repudiate the same.

8. To sign and execute any Agreement/s etc. in respect of the Developer's allocation together with undivided proportionate share of land and common areas and facilities according to the terms and conditions of the said Development Agreement stated above regarding Flats, Car Parking Spaces, both covered and open, Office Space, to be constructed in favour of any person, association of persons, company both private limited and public limited and to any other business and partnership firm and to receive from them any earnest money in his name and to give or issue valid receipt for the same.
9. To apply for and obtain temporary and permanent connection of Kolkata Municipal Corporation water supply, electricity, drainage, sewerage, gas and/ or power for the said Building required for the construction, use and enjoyment of the Building, to sign all such applications, forms and documents as shall be required for the said development project.
10. To supervise, manage and conducts all sorts of administration in respect of the demised plot of land which now have to handle all sorts of official matters, letters arisen in course of concerned matters with its said property/ premises and to sign, submit before the registrar the documents, deed for registering the property under the provisions of West Bengal Apartment Ownership Act, 1972 with all its latest modifications/amendments etc.
11. To appear before the Notary Public, Registrar of Assurances, District Sub-Registrar, Metropolitan Magistrate and other officials or authorities on its behalf present for registration and acknowledgement and register and have them registered and perfected all deeds, instruments and writings executed, sign, personally for and on its behalf by virtue of this Power of Attorney in respect of Developer's allocation.
12. To file, institute, contest, carry on, commence, compromise, withdraw any suits, action, proceedings, claims, demands etc. to any concerned lower and higher Courts and all reasonable matters and things that appear to its said attorney necessary for smoothly carrying out and completing the development works as contemplated in the Development agreement as aforesaid including to appoint Advocate, Muktar, Revenue Agent or any other legal practitioner and professionals.
13. This General Power of Attorney shall remain valid and operative till the completion of the construction of the said Building on the said premises as per the schedule mentioned in said Development Agreement stated above and till the completion of registration of the Deed of Conveyance/s of the proportionate share of land in the said premises together with all rights of use common area and common passage in the said premises in favour of the Purchaser/s strictly of Developer's allocation after making delivery of possession of the Owner's allocation as per Development Agreement stated above.
14. No act and deeds can be done beyond the scope and purview of the Development Agreement executed with this presents.
15. In case of sale, to execute, sign proper Conveyance/s for the different saleable Flat/s, offices, rooms, open and shaded Car Parking Space/s in favour of the intending Purchaser/s and to give possession of the Flat/s, open and shaded Car Parking Space/s and to present before the Registrar of appropriate jurisdiction, all Deed/s of Conveyance for registration in our/its names and on our/its behalf and to receive consideration money either in cash or by Cheque from the intending Purchaser/s either in his/its name or in the name of the his/its Firm and to be credited in Attorneys account and to give proper receipt and discharge for the same only for the Developer's allocation after as per Development Agreement executed with this presents and to engage lawyers for this purpose and to sign Vakalatnama and all pleadings and affidavits and petitions necessary in that connection.
16. To ask, receive and realise from all occupiers or purchasers of flats, charges, expenses, rates, cesses and other sums due or that might become due and payable by them and on non-payment to take appropriate steps for realisation thereof.
17. To accept writ of Summons or other legal processes or notices, appear before any Officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi-Judicial Officer and represent me and in connection therewith file appeals or revision or representation and appoint Advocates and lawyers to appear and act in all matters connected with or in relation to or arising out of the said development and construction and sale of the said flats and/or the said premises.

18. To sign and verify and execute all pleadings, affidavits, petitions, representations, applications, appeals, revision, review petitions in connection with any suit, proceeding, appeal, revision, review before any Officer, Authority, Court, Tribunal, Magistrate or any other person for and on its behalf.
19. To receive from any person, officer, authority, Tribunal or Court any document, money or other things and give release and receipt therefore.
20. Generally, to do and perform all acts, deeds, things, matters necessary for all or any of the previously mentioned purposes and to give full effect thereto.
21. For performing and carrying out the purposes of these presents Owner/s hereby grant unto the said Attorney full and absolute authority and power to substitute and appoint in its place and stead one or more Attorneys to exercise all 5.0r any of the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint another or others in place of such Attorney and on such terms and conditions as the Attorney shall think fit and proper.
22. Owner/s hereby agree to ratify and confirm whatsoever the said Attorney shall do in relation to the premises by virtue of these presents and Sri Debabrata Sarkar hereby declare that he shall not do anything inconsistent with the Power of Attorney.
23. Generally, to do, execute and perform any other act or acts, deed or deeds, matter or thing whatsoever which in the opinion of its said attorney ought to be done, executed and performed in relation to its properties, or affairs ancillary or incidental thereto as fully and effectually as Owner/s itself could do the same if partners of Owner/s are personally present.
24. Owner/s hereby, agree that all acts, deeds and things, lawfully done by its said Attorney, within the jurisdiction of this Power of Attorney, shall be construed as acts, deeds and things done and Owner/s undertake to ratify and confirm all and whatsoever that its said Attorney shall lawfully do or cause to be done for us by virtue of this Power hereby given.
25. Owner/s do hereby agree to ratify and confirm all or whatsoever other acts which its said Attorneys shall lawfully do, execute or perform or cause to be done, executed to performed in connection with the construction of the said Building and sale and any other necessary matters of the Developer's allocation etc. as aforesaid regarding Building at the said premises being Municipal Premises No. 19, Upendra Nath Banerjee Road having postal address at 121, Banamali Naskar Road, Police Station - Behala, Kolkata - 700 060 District South 24 Parganas and also in connection with the sale of Flats, Offices, Shops, Rooms, Car Parking Spaces, covered spaces and open spaces in respect of Developer's allocation which are not indicates, any inconvenience to showing in future in any case of co-shares and Purchasers and/or without creating an obstruction towards ingress and egress except Owner/s' allocation as per terms of the said Development Agreement under and by virtue of this Power of Attorney notwithstanding no express power in that behalf hereunder is provided.

**FIRST SCHEDULE OF THE PROPERTY
AS REFERRED TO ABOVE**

ALL THAT piece and parcel of Old depleted 5000 Sq. ft. Building lying and situated on/over the Bastu land as per physical measurement measuring **19 Cottah 13 Chittaks more or less (32.6906 Decimals)** out of Total **34.50 Decimals** in C. S. Khatian No. 597, under C. S. Dag No. 3743, R. S. Khatian No. 5332, R. S. Dag No. 11529 consisting of **24.7 Decimals** of land and R. S. Dag No. 11527 consisting of **08.7 Decimals** of land and R. S. Dag No. 11533 consisting of **1.1 Decimals** of land more or less in Mouza - Behala, Touji No. 346, R.S. No. 83 AND ALL THAT piece and parcel

parcel of Tank as per physical measurement measuring 4 Cottahs 4 Chittaks more or less comprised in C. S. Dag No. 3742, C. S. Khatian No. 597 has been recorded in R.S. Khatian No. 5332, R. S. Dag No. 11528 consisting of 7 Decimals of Tank in Mouza-Behala, Touji No. 346, R.S. No. 83, lying situate at and being Municipal Premises No. 19, Upendra Nath Banerjee Road within Ward No. 131 of the Kolkata Municipal Corporation Assessee No. 411311900199, having postal address at 121, Banamali Naskar Road, Police Station – Behala, Kolkata - 700 050, Sub-Registry Office – Behala, District 24 Parganas (South) which is butted and bounded as follows:-

- ON THE NORTH: By 20 ft. wide common passage & Premises No. 18, Upendra Nath Banerjee Road.
- ON THE EAST: By Land of Modak's family.
- ON THE WEST: By land of Sushil Naskar, Sankar Naskar, Jahar Panja & Biswanath Majumder.
- ON THE SOUTH: By land of Anukul Chandra Ghosh & Raju Majumder.

THE SCHEDULE: "B" ABOVE REFERRED TO
(DESCRIPTION OF THE-OWNER'S ALLOCATION)

"The OWNER'S ALLOCATION" shall mean upon completion of construction of the new proposed building the Owner herein shall be entitled to ALL THAT 50% (Fifty percent) of the total constructed habitable areas [be it built up area or super built up area] of the New Proposed Building including the moiety share of the Car Parking Spaces, common areas, spaces, utilities, amenities and facilities in the New Building. The Owner's Allocation covers many Flats and Car Parking Spaces as under:

- A. Entire First Floor constructed habitable areas [be it built up area or super built up area];
- B. 50% (Back Side) constructed habitable areas [be it built up area or super built up area] of the Third Floor;
- C. 50% (Front Side) constructed habitable areas [be it built up area or super built up area] of the Fourth Floor;
- D. 50% ((North East South Side) Side) of the Ground Floor Flats [be it built up area or super built up area];
- E. 50% of the Ground Floor Car Parking Space.

TOGETHER WITH right to deal with, dispose of or alienate the Owner's 's Allocation independently without any claim, demand or objection from the Developer in this regard, more fully and particularly mentioned and described in the Schedule-"B" herein written.

INCLUDING common walls, lobbies, staircases, roof etc. constructed covered and un-covered area of the said property as per Sanctioned Plan together with proportionate share in the land underneath the structure including all common areas and facilities or advantages. The Owner/s' allocation is mentioned in Schedule: "B" hereunder written, if the area found more or less that would be adjusted at the then market price.

A N D

CONSIDERATION:

In addition to the aforesaid constructed habitable areas as aforesaid the Owner herein shall also be entitled to a consideration of Rs. 1, 50, 00, 000.00 (Rupees One Crore and Fifty Lakh) only to be treated as refundable/adjustable advance which is to be adjusted from the Owner's allocated 50% percent constructed habitable areas as aforesaid at the then prevailing market which shall be paid by the Developer to the Owner in the manner as and when required for smooth completion of the project commencing from the date of execution and registration of this Agreement.

PAYMENT OF CONSIDERATION MONEY:

Owner herein shall entitle to get refundable/adjustable advance consideration of Rs. 1, 50, 00, 000.00 (Rupees One Crore and Fifty Lakh) only as under:

- A. On or before this agreement Developer will pay Rs. 17, 00, 000.00 (Rupees Seventeen Lakh) to the Owner.
- B. After 12 months of execution of this Agreement but within 18 months of this Agreement Developer will pay Rs. 1, 33, 00, 000.00 (Rupees One Crore and Thirty-Three Lakh) to the Owner.
- C. Owners are liable to refund Rs. 1, 50, 00, 000.00 (Rupees One Crore and Fifty Lakh) to the Developer at the time of handover of Owner's Allocation.

TOGETHER WITH right to deal with, dispose of or alienate the Owner's Allocation independently without any claim, demand or objection from the Developer in this regard.

THE SCHEDULE: "C" ABOVE REFERRED TO
(DESCRIPTION OF THE-DEVELOPER'S ALLOCATION)

ALL THAT 50% (Fifty percent) of the total constructed habitable areas [be it built up area or super built up area] of the New Proposed Building including the moiety share of the Car Parking Spaces, common areas, spaces, utilities, amenities and facilities in the New Building. The Developer's Allocation covers many Flats and Car Parking Spaces as under:

- A. Entire Second Floor constructed habitable areas [be it built up area or super built up area];
- B. 50% (Front Side) constructed habitable areas [be it built up area or super built up area] of the Third Floor;
- C. 50% (Back Side) constructed habitable areas [be it built up area or super built up area] of the Fourth Floor;
- D. 50% (except Owner's Allocation Flats on the Ground Floor) of the Ground Floor Flats [be it built up area or super built up area];
- E. 50% of the Ground Floor Car Parking Space.

TOGETHER WITH right to deal with, dispose of or alienate the Owner's Allocation independently without any claim, demand or objection from the Developer in this regard, more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written:

ALSO except the Owner's' allocation, all Flats, Car Parking Spaces, Office Space, and other spaces will be treated as Developer's allocation with undivided proportionate share of land of the said proposed Building mention herein Schedule- "A". The Developers

shall have right to enter into an Agreement for Sale for any type of transfer, lease or in any way of deed with the same as the absolute Owner's thereof in the manner hereinafter provided. The Developer's allocation is mentioned in Schedule: "C" hereunder written.

THE SCHEDULE "D" ABOVE REFERRED TO
COMMON PARTS AND/OR COMMON AREAS FACILITIES AND AMENITIES

SECTION - A : (Those which are included in the construction price)

AREA : **PART - I**

- a) Open and / or covered paths and passages ;
- b) Lobbies and stair cases ; Main Gate ; Side Entrance ;
- c) Common installations on the Roof ;
- d) The ultimate Roof of the new building .

AREA NOT COVERED UNDER PART - I

Common areas shall not include the open or covered Car Parking Spaces and other open and covered spaces in the Ground Floor at or within the premises which shall remain exclusive property of the Developer and Owner in 50:50 ratios.

PART - II

1. **WATER AND PLUMBING**
Water reservoirs, water tanks, water pipes (save those inside any Unit)
2. **ELECTRICAL INSTALLATION**
 - a) Wiring and accessories for lighting of Common areas.
 - b) Pump and Motor.
 - c) Lift, Lift Machine, Generator if installed at extra cost.
3. **DRAINS** : Drains, Sewers, Pipes and Septic Tank.
4. **OTHERS** : Other common areas and installation and / or equipment as are provided in the new Building for common use and / or enjoyment save and except the portions mentioned hereinabove exclusively reserved by the Developer.

SECTION - B

(Those for which proportionate costs are to be paid by the Purchaser)

1. Electric installations relating to Meter including service lines for receiving electricity from suppliers.
2. Electrical Meter, Accessories and wiring for common areas and common purposes.
3. Other facilities or installations provided for the common use of the Co-Owners and not covered by SECTION - A herein above.
4. Save and except as aforesaid all open spaces and portion of the building shall absolutely belong to the Developer and owner's in 50:50 ratios, who shall be absolutely entitled to deal with or transfer the same without any objection or interference from the Purchaser or any person claiming through him.

THE SCHEDULE "E" ABOVE REFERRED TO

PART-I
(COMMON EXPENSES)

1. **MAINTENANCE:** All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common areas including the exterior or interior (but not inside any Unit) walls of the new building.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipment and installation comprised in the common areas including pumps and other common installations including their license fees, taxes and other levies (if any) and the lights of the common areas.
3. **STAFF:** The Salaries of and all other expenses on the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other employment and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the association including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the association.
5. **INSURANCE:** All expenses for insuring the new Building and / or the common areas, inter alia, against earthquake, fire, mob violence, damages civil commotion etc.
6. **FIRE FIGHTING:** Costs of installing and operating the fire-fighting equipment and personnel, if any.
7. **COMMON UTILITIES :** All charges and deposits for supplies of common utilities to the co-Owners in common.
8. **ELECTRICITY:** All charges for the electrical energy consumed for the operation of the common machinery and equipment.
9. **LITIGATION :** All litigations expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.
10. **RATES AND TAXES :** Municipal tax, multistoried building tax, water tax, and other levies in respect of the land and the new building save those separately assessed on the Purchaser.
11. **RESERVES :** Creation of fund for replacement renovation and other periodic expenses.

PART-II
MAINTENANCE OF THE BUILDING AFTER COMPLETION OF CONSTRUCTION

Developer would be solely entitled to manage and/or maintain the proposed new Multi storied Building and to collect the common expenses, defraying the common expenses and also will be entitle to do all relating to the Maintenance of the proposed new Multi storied Building.

THE SCHEDULE "F" ABOVE REFERRED TO
(SPECIFICATIONS OF CONSTRUCTION)

Construction to be made and equipment, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the architect and including the following.

Foundation	Pocket/Strip/Raft foundation as per soil investigation report.
Structure	R.C.C. framed building with column and beams.
Super structure	250/200mm external brick walls, 125/75mm internal brick walls.
Main Door:	Branded front side kit ply pasting Flash door, fitting with sal wood frames front Door teak wood ply and lock.

Doors (inside):	Seasoned and treated waterproof plywood flush doors with good quality sal wood frames.
Windows:	Aluminum sliding windows with M. S. Grill
Flooring:	Branded Vitrified Tiles flooring in all rooms.
Bathrooms:	Anti-Skating Tiles flooring and Orient or equivalent make Ceramic tiles dado up to 7 ft. Height on the walls, Geyser point and Hot and cold-water pipes, C. P. fixtures and sanitary wares in white. (with good quality wall mounted concealed system Extra work expenses born by the Party)
Kitchen:	Anti Skating Tiles flooring, Granite cooking platform with stainless steel sink, ceramic tile upto 2 feet above the platform.
Electrical:	Copper wires in concealed conduits with Anchor switches. Exhaust fans in all bathrooms and kitchen.
Internal finish:	Plaster of Paris finish on walls and ceiling of Common areas and Wall Putty finish on wall and ceiling of the Flats.
External finish:	Sandtax matt paint or equivalent / weather coat
Water supply:	KMC supply line along with deep tube well (if permissible), reservoirs (overhead and underground).
Staircase:	Staircase will be finished with Marble.
Air Condition:	AC Point will be provided in each Room of the Flats.
Communications:	Telephone wiring in Drawing and Master bedroom, Cable T.V. wiring in Drawing room and Master bedroom.
Security:	1. CC Tv will be installed in Common Area as per requirement and advice of the experienced Security personal. 2. Adequate Security facilities will be provided including Security Room, Fire Fitting and Intercom System.
Park:	A Green Modern playground for Children well recreational equipment such as the seesaw, merry-go-round, swing set, slide, chin-up bars etc. will be provided.
Lift:	5 passengers of L.T. Elevators/Power Cab/Big Boss or equivalent make.
Extra Cost /Charges (Born by the Purchaser)	i. Collapsible Gate in the Front Door. ii. Balcony Covered Grill. iii. Box Grill in Window. iv. Main Electric Service line and individual Meter install for Rs. 25,000/- (Rupees Twenty-Five thousand) only. v. Power back up will be provided by the Developer. Cost of Power backup System will be equally born by the Flat Owners, irrespective of Owner's Allocation and Developer's Allocation Flat Owners.

SCHEDULE "G"

MEMO OF CONSIDERATION

We, received sum of Rs. 17, 00, 000/- (Rupee Seventeen-Lakh) only from the above-mentioned developer towards the consideration money for a part of total owner's allocation for developing the above-mentioned property.

Debabrata Construction **Debabrata Construction** **Debabrata Construction** **Debabrata Construction**
   
Partner **Partner** **Partner** **Partner**


M/S. Debabrata Construction represented by its Partners (1) Sri Debabrata Sarkar (2) Sri Shyamal Kumar Mondal (3) Sri Subrata Goswami and (4) Sri Subodh Das

SCHEDULE "H"(EXECUTION OF DEVELOPMENT AGREEMENT)

In witness whereof, the parties of the one part the "Owner/s" **M/S. Debabrata Construction** represented by its Partners "(1) Sri Debabrata Sarkar (2) Sri Shyamal Kumar Mondal (3) Sri Subrata Goswami and (4) Sri Subodh Das" and parties of the second part **M/S. Debabrata Properties Pvt. Ltd.**, represented by its director Sri Debabrata Sarkar have set and subscribed its respective hands and signature, on the 13th day of May Two Thousand Nineteen (13 / 05 /2019).

SIGNATURE OF THE PARTIES:

Debabrata Construction
Debabrata Sarkar
Partner

Debabrata Construction
Shyamal Kumar Mondal
Partner

Debabrata Construction
Subrata Goswami
Partner

Debabrata Construction
Subodh Das
Partner

Land Owner/s **M/S. Debabrata Construction** represented by its Partners "(1) Sri Debabrata Sarkar (2) Sri Shyamal Kumar Mondal (3) Sri Subrata Goswami and (4) Sri Subodh Das"

DEBABRATA PROPERTIES PVT. LTD.
Debabrata Sarkar
Director

Developer **M/S. Debabrata Properties Pvt. Ltd.**,
represented by its director Sri Debabrata Sarkar

SCHEDULE "I"EXECUTION OF POWER OF ATTORNEY

In witness whereof, the "Owner/Executant" **M/S. Debabrata Construction** represented by its Partners "(1) Sri Debabrata Sarkar (2) Sri Shyamal Kumar Mondal (3) Sri Subrata Goswami and (4) Sri Subodh Das" and **M/S. Debabrata Properties Pvt. Ltd.**, a Private Limited Co. represented by its "Director/Attorney" Sri Debabrata Sarkar respectively hereto have hereunto set and subscribed their respective hands and signature on the 13th day of May Two Thousand Nineteen (13 / 05 /2019).

For "Principal/s/Owner/s/Executant/s"

M/S. Debabrata Construction the "Appointer/Principal/Executant", represented by its two Partners represented by its Partners "(1) Sri Debabrata Sarkar (2) Sri Shyamal Kumar Mondal (3) Sri Subrata Goswami and (4) Sri Subodh Das" sign their names to this power of attorney under no constraint or undue influence.

Debabrata Construction

Debabrata Construction

Debabrata Construction

Debabrata Construction

Debabrata Sarkar
PartnerShyam Kumar Mondal
PartnerSubrata Goswami
PartnerSubrata Goswami
Partner

"Appointer/Principal/Executant" (1) Sri Debabrata Sarkar (2) Sri Shyam Kumar Mondal (3) Sri Subrata Goswami and (4) Sri Subodh Das

For Attorney:

Sri Debabrata Sarkar, director as well as representative of M/S, Debabrata Properties Pvt. Ltd., here the "Attorney/Agent", sign his name after accepting all the mentioned above of this power of attorney.

DEBABRATA PROPERTIES PVT. LTD.

Debabrata Sarkar

Director

Director

The "Attorney" Sri Debabrata Sarkar under no constraint or undue influence.

For Witness:

I, Sasti De son of Kalipada De resident
of 36/2 Parmasree Pally Kal-60 the
witness, sign its name to the foregoing power of attorney under no constraint or undue influence.

Sasti De.

Witness

I, Santu Mondal son of Subodh Mondal resident
of 126 MID Road Kal-60 the
witness, sign its name to the foregoing power of attorney under no constraint or undue influence.

Santu Mondal.

Witness

Read over, explained in Bengali to the parties and drafted by me:

Abhijit Sinha

Abhijit Sinha
Advocate

High Court at Calcutta.
Bar Association Room No. 16
Chamber: 9, Charu Chandra Place East,
Post Office- Charu market, Kolkata-700033
Contact No. 9734869823/7003656085
Enrolment No. : WB 551/1998.

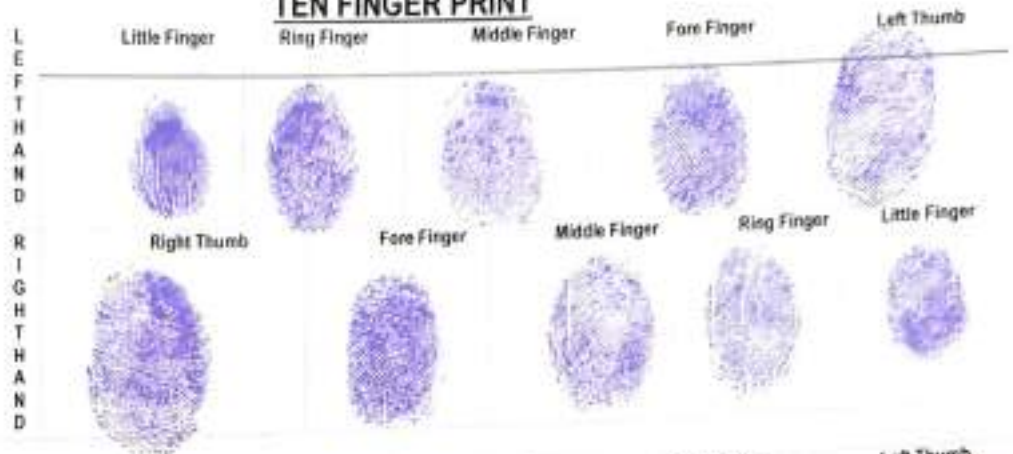
TEN FINGER PRINT



Sri Debabrata Sarkar

Debabrata Sarkar

SIGNATURE



Shyamal K. Mandal



Sri Subrata Goswami

Subrata Goswami

SIGNATURE




Sri Subodh Das

Subodh Das

SIGNATURE






Junior Sub-Register-II
Alipore, South 24 Parganas

13 MAY 2019