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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with document are the part of this document.

District Sub-Registrar-V
Alipore, South 24 Parganas

DEVELOPMENT AGREEMENT

WITH

DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT WITH DEVELOPMENT POWER OF

ATTORNEY is made on this the 9th day of October, in the year Two Thousand Twenty Three (2023).

BETWEEN

Contd.....,P/2

SMT. LAKSHMI RANI BASAK, (PAN - ARCPB0898C) (Aadhaar - 7332 8559 1556), wife of Late Madan Gopal Basak, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at 63/15, P. Majumder Road, Haltu, Post Office - Haltu, Police Station - Garfa, Kolkata - 700078, hereinafter jointly called and referred to as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and/or assigns) of the **ONE PART**.

AND

FUTURE FOUNDATION, (PAN - AAIFF1854H), a Partnership firm, carrying on business of developers having its registered address at 322(79), P. Majumdar Road, Post Office - Haltu, Police Station - Kasba now Garfa, Kolkata - 700078, District South 24 - Parganas, represented by its Partner's namely (1) **SRI SOMNATH DAS**, (PAN - ADVPD0616M) (Aadhaar - 8658 6482 0961), son of Late Ram Chandra Das, presently residing of 79, P. Majumdar Road, Post Office - Haltu, Police Station - Kasba now Garfa, Kolkata - 700078, District South 24 - Parganas and (2) **SRI DIPANKAR PATITUNDI**, (PAN -

ASYPP3475E) (Aadhaar - 7066 8901 8459), son of Late Phanibhusan Patitundi, presently residing of 80/6, Purbachal Road, Post Office - Haltu, Police Station - Kasba now Garfa, Kolkata - 700078, District South 24 - Parganas, both by faith - Hindu, by occupation - Business, by Nationality - Indian, hereinafter called and referred as to the "**DEVELOPERS**" (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and included its heirs, executors, successors-in-office, successor-in-interest, administrators, legal representatives and/or assigns) of the **OTHER PART.**

WHEREAS

1. one Subhamoyee Banerjee was the absolute owner of land measuring an area of 1003 Sataks more or less, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, under several Dag and Khatian Numbers, within the limits of the Jadavpur Municipality, then Calcutta Corporation Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then thereafter Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas.

2. while having seized and possessed the aforesaid Subhamoyee Banerjee by way of registered Bengali Saf Bikroy Kobala dated 03/04/1949 sold, transferred and conveyed the aforesaid plot of land measuring an area of 1003 Sataks more or less, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, under several Dags and Khatians Number, within the limits of the Jadavpur Municipality, then Calcutta Corporation thereafter Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas, in favour of Smt. Renuka Dey, which was duly registered in the office Sub-Registrar at Alipore Sadar and recorded in Book No. I, Volume No. 54, Pages 187 to 189, Being No. 2936, for the year 1949 for the consideration mentioned therein and delivery the peaceful Khas possession in favour.
3. after the aforesaid purchased the said Renuka Dey became the absolute sole owner of ALL THAT piece and parcel of land measuring an area of 1003 Sataks more or less, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate

Touzi No. 145, R.S. No. 233, Pargana - Kolikata, within the limits of the Jadavpur Municipality, then Calcutta Corporation thereafter Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas and enjoying the absolute right, title and interest, free from all sorts of encumbrances.

4. while having absolute seized and possessed the aforesaid plot of land, the said Renuka Dey with a view of some healthy profit from the aforesaid plot of land and sub-divided the aforesaid plot of land measuring about 1008 Sataks more or less, into several small plots in order to sale the same in favour of the intending purchaser or purchasers with demarcated portion along with common passage in between the small plots.
5. accordingly the said Renuka Dey by virtue of registered Deed of Bengali Bikroy Kobala sold, transferred and conveyed a portion of land measuring an area of 02 Cottahs more or less, being Scheme Plot No. G, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag No. 4088, appertaining to

Khatian No. 1082, within the limits of the Jadavpur Municipality, then Calcutta Corporation thereafter Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas, in favour of Debrata Mitra, which was duly registered in the office of Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 123, Pages 139 to 143, Being No. 6705, for the year 1966 for the consideration mentioned therein.

6. after the aforesaid purchased the said Debrata Mitra became the absolute sole owner of ALL THAT piece and parcel of land measuring an area of 02 Cottahs more or less, being Scheme Plot No. G, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag No. 4088, appertaining to Khatian No. 1082, within the limits of the Jadavpur Municipality, then Calcutta Corporation thereafter Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas and enjoying the absolute

right, title and interest, by construct a tile shed structure thereon, free from all sorts of encumbrances.

7. due to some avoidable circumstance the said Debrata Mitra by virtue of registered Deed of Bengali Bikroy Kobala sold, transferred and conveyed the said land measuring an area of 02 Cottahs, 00 Chittack & 00 Square Feet more or less, together with tile shed structure standing thereon, having cemented flooring, being Scheme Plot No. G, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag No. 4088, appertaining to Khatian No. 1082, within the limits of the Calcutta Corporation then Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas, unto and in favour of Smt. Lakshmi Rani Basak, which was duly registered in the office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 268, Pages 183 to 187, Being No. 7341, for the year 1981 for the consideration mentioned therein and delivery the peaceful Khas possession in favour her forever.

8. by virtue of aforesaid Deed of Bengali Kobala the said Smt. Lakshmi Rani Basak became the absolute sole Owner of ALL THAT piece and parcel of land measuring an area of 02 Cottahs, 00 Chittack & 00 Square Feet more or less, together with tile shed structure standing thereon, having cemented flooring, being Scheme Plot No. G, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag No. 4088, appertaining to Khatian No. 1082, within the limits of the Calcutta Corporation then Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas and enjoying all kinds of ejmali rights over the said plot of land along with structure thereon, free from all sorts of encumbrances, liens, charges, attachment etc.

WHEREAS

1. one Subhamoyee Banerjee was the absolute owner of land measuring an area of 1003 Sataks more or less, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, under several

Dags and Khatians Number, within the limits of the Jadavpur Municipality, then Calcutta Corporation Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then thereafter Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas.

2. while having seized and possessed the aforesaid Subhamoyee Banerjee by way of registered Bengali Saf Bikroy Kobala dated 03/04/1949 sold, transferred and conveyed the aforesaid plot of land measuring an area of 1003 Sataks more or less, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, under several Dags and Khatians Number, within the limits of the Jadavpur Municipality, then Calcutta Corporation thereafter Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas, in favour of Smt. Renuka Dey, which was duly registered in the office Sub-Registrar at Alipore Sadar and recorded in Book No. I, Volume No. 54, Pages 187 to 189, Being No. 2936, for the year

1949 for the consideration mentioned therein and delivery the peaceful Khas possession in favour.

3. after the aforesaid purchased the said Renuka Dey became the absolute sole owner of ALL THAT piece and parcel of land measuring an area of 1003 Sataks more or less, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, under several Dags and Khatians Number within the limits of the Jadavpur Municipality, then Calcutta Corporation thereafter Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas and enjoying the absolute right, title and interest, free from all sorts of encumbrances, liens, charges, etc.
4. while having absolute seized and possessed the aforesaid plot of land, the said Renuka Dey with a view of some healthy profit from the aforesaid plot of land and sub-divided the aforesaid plot of land measuring about 1008 Sataks more or less, into several small plots in order to sale the same in favour of the

intending purchaser or purchasers with demarcated portion along with common passage in between the small plots.

5. accordingly the said Renuka Dey by virtue of registered Deed of Bengali Bikroy Kobala sold, transferred and conveyed a portion of land measuring an area of 02 Cottahs more or less, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag No. 4163, appertaining to Khatian No. 1082, within the limits of the Jadavpur Municipality, then Calcutta Corporation thereafter Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas, in favour of Debrata Mitra, which was duly registered in the office of Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 123, Pages 139 to 143, Being No. 6705, for the year 1966 for the consideration mentioned therein.

6. after the aforesaid purchased the said Debrata Mitra became the absolute sole owner of ALL THAT piece and parcel of land

measuring an area of 02 Cottahs more or less, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag No. 4163, appertaining to Khatian No. 1082, within the limits of the Jadavpur Municipality, then Calcutta Corporation thereafter Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas and enjoying the absolute right, title and interest, by construct a tile shed structure thereon, free from all sorts of encumbrances.

7. due to some avoidable circumstance the said Debrata Mitra by virtue of registered Deed of Bengali Bikroy Kobala sold, transferred and conveyed the said land measuring an area of 02 Cottahs, 00 Chittack & 00 Square Feet more or less, together with tile shed structure standing thereon, having cemented flooring, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag No. 4163, appertaining to Khatian No. 1082, within the limits of the Calcutta Corporation then

Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the District 24 - Parganas now District South 24 - Parganas, unto and in favour of Smt. Lakshmi Rani Basak, which was duly registered in the office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 268, Pages 188 to 191, Being No. 7342, for the year 1981 for the consideration mentioned therein and delivery the peaceful Khas possession in favour her forever.

8. by virtue of aforesaid Deed of Bengali Kobala the said Smt. Lakshmi Rani Basak became the absolute sole Owner of ALL THAT piece and parcel of land measuring an area of 02 Cottahs, 00 Chittack & 00 Square Feet more or less, together with tile shed structure standing thereon, having cemented flooring, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag No. 4163, appertaining to Khatian No. 1082, within the limits of the Calcutta Corporation then Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station - Jadavpur, then Kasba now Garfa, in the

District 24 – Parganas now District South 24 – Parganas and enjoying all kinds of ejmali rights over the said plot of land along with structure thereon, free from all sorts of encumbrances, liens, charges, attachment etc.

AND WHEREAS by way of two different Bengali Bikroy Kobala the said Lakshmi Rani Basak became the absolute sole Owner of ALL THAT piece and parcel of land measuring an area of 04 Cottah, 00 Chittack & 00 Square Feet more or less, together with tile shed structure standing thereon, having cemented flooring, lying and situated at Mouza – Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana – Kolikata, comprised in Dag Nos. 4088 & 4163, appertaining to Khatian No. 1082, within the limits of the Calcutta Corporation then Calcutta Municipal Corporation now Kolkata Municipal Corporation, under Police Station – Jadavpur, then Kasba now Garfa, in the District 24 – Parganas now District South 24 – Parganas and enjoying all kind of ejmali rights over the said plot of land, hereinafter for the sake of brevity referred to as the “**said Property**” and enjoying the absolute right, title, interest and possessed over the said property, free from all sorts of encumbrances, liens, charges, attachment etc.

AND WHEREAS while having peaceful seized and possessed the aforesaid property, the said Smt. Lakshmi Rani Basak apply for amalgamation the said two plot of land, into single plot as well as mutation the aforesaid property, to the Kolkata Municipal Corporation, subsequently the said concerned authority have amalgamated the said two plot of land into single plot of land and assessed her name in the assessment records of the Kolkata Municipal Corporation as absolute sole Owner of land measuring an area of 04 Cottahs, 00 Chittacks & 00 Square Feet more or less, renumbered the said property as K.M.C. Premises No. 41, P. Muzumdar Road, under Ward No. 106, Police Station - Kasba now Garia, Kolkata - 700078, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 - Parganas, hereinafter for the sake of brevity referred to as the "**said Premises**" and enjoying the absolute right, title, interest and possessed over the said property, by paying the relevant rates and taxes to the concerned authority under Assessee No. 311061800418, without delay of default.

AND WHEREAS thus the said Lakshmi Rani Basak (the Land Owner herein) thereto became the absolute sole Owner of **ALL THAT** piece and parcel of land measuring an area of 04 Cottahs, 00 Chittack & 00

Square Feet more or less, together with tile shed structure standing thereon, having cemented flooring, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag Nos. 4088 & 4163, appertaining to Khatian No. 1082, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 41, P. Muzumdar Road, under Ward No. 106, Police Station - Kasba now Garfa, Kolkata - 700078, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 - Parganas and enjoying the absolute right, title, interest and possession, without any kind of hindrance, objection, obstruction, interference, trusts, lispendence, requisition and acquisition, claims and demands whatsoever or howsoever, more fully and particularly described in the **FIRST SCHEDULE** hereunder written, free from all sorts encumbrances, liens, charges, attachment, liabilities etc.

AND WHEREAS the said Land Owner hercin, being the absolute Owner and occupier of the aforesaid plot of land, have made up her mind to develop, the said property being admeasuring an area of **04** Cottahs, **00** Chittack & **00** Square Feet more or less, together with tile shed structure standing thereon, having cemented flooring, lying and

situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag Nos. 4088 & 4163, appertaining to Khatian No. 1082, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 41, P. Muzumdar Road, under Ward No. 106, Police Station - Kasba now Garfa, Kolkata - 700078, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 - Parganas, more fully and particularly mentioned in the **FIRST SCHEDULE** written hereunder by constructing a residential straight three storied building, upon the aforesaid property according to the Kolkata Municipal Corporation Sanction Building Plan, but due to financial stringency or paucity of fund and insufficiency of knowledge as well as experience and acumen in the field of construction, the Land Owner have sought the professional expertise with financial soundness of Developer or Developers who can undertake the responsibility of construction of such building upon the said property at his/their own arrangement and expenses.

AND WHEREAS upon the aforesaid representation of the Land Owner and on subject to verification of title of the Land Owner, concerning the said property, the Developers namely **FUTURE FOUNDATION**, a Partnership Firm, represented by its Partners namely (1) **SRI**

SOMNATH DAS, son of Late Ram Chandra Das and (2) **SRI DIPANKAR PATITUNDI**, son of Late Phanibhusan Patitundi, have agreed to develop the said property by constructing a new building at the said property in accordance with the proposed with the Kolkata Municipal Corporation sanction building plan on the terms and conditions hereinafter appearing.

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

ARTICLES - I:

1. **DEFINITION**: - For proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times shall always mean and include.

ARTICLES - II:

- A. **LAND OWNER**: - shall mean **SMT. LAKSHMI RANI BASAK**, wife of Late Madan Gopal Basak, hereinafter called and referred to as the Owner and her heirs, executors, successors, legal representatives, administrators and/or assigns.
- B. **DEVELOPERS**: - shall mean **FUTURE FOUNDATION**, a Partnership Firm, represented by its Partners namely (1) **SRI SOMNATH DAS**, son of Late Ram Chandra Das and (2) **SRI DIPANKAR PATITUNDI**, son of Late Phanibhusan Patitundi,

hereinafter called and referred as to the Developers and included his successor's administrators, executors, legal representatives and/or assigns.

- C. **SAID PROPERTY**:- shall mean all the documents of entire of homestead land containing by an estimation area of **04** Cottahs, **00** Chittack & **00** Square Feet more or less, together with tile shed structure standing thereon, having cemented flooring, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag Nos. 4088 & 4163, appertaining to Khatian No. 1082, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 41, P. Muzumdar Road, under Ward No. 106, Police Station - Kasba now Garfa, Kolkata - 700078, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 - Parganas, together with all easementary rights, which is more fully and particularly be mentioned and described in the **FIRST SCHEDULE** hereunder written.
- D. **PROPOSED BUILDING**:- shall mean the straight three storied residential building to be constructed upon the aforesaid property according to the material and construction specification mentioned and described in **FOURTH SCHEDULE** hereunder written and according to the building plan to be prepared by the Architect/Engineer herein.

- E. **BUILDING PLAN** - would mean such plan to be prepared by the Architect/Engineer for construction of straight three storied residential building upon the aforesaid property according with Sanction Plan by the Kolkata Municipal Corporation Authority.
- F. **THE ARCHITECT** - shall mean such qualified person/persons who may be appointed by the Developers for both designing and planning the Building to be constructed on the said property.
- G. **COMMON FACILITIES AND AMENITIES**:- shall mean and include corridors, ultimate roof, stair-ways, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be mutually agreed up-to between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and the same there-under as per the West Bengal Apartment Ownership Act, 1972 and its statutory modifications and/or reenactments thereof in force from time to time and Rules framed there-under or mutually agreed upon by the Owner of Flat/s, described in the **FIFTH SCHEDULE** below.
- H. **SALEABLE SPACE** - shall mean flats and the space in the proposed building available for independent use and occupation after making due provisions for common facilities and space required therefore.

- I. **LAND OWNER AND DEVELOPERS:** - the Land Owner and Developers shall include the Land Owner and the Developers and also include their respective heirs, transferees/nominees and their respective liabilities that Owner's liability for land, title and Developer's liability for total construction and all expenses for construction thereon.
- J. **OWNER'S ALLOCATION:** - shall mean the Owner herein will be entitled to get Entire Ground Floor and 50% of Second Floor (Top) at the South-West Portion, in the proposed straight three storied building provided by the Developers at their own costs and expenses, along with Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand) only as non-refundable/forfeit amount, i.e. (i) on the day of registration of this Development Agreement with Power, the Developers shall pay a sum of Rs.50,000/- (Rupees Fifty Thousand) only to the Land Owner herein and (ii) at the time of handover the Owner's Allocation, the said Developers shall pay the balance sum of Rs.2,00,000/- (Rupees Two Lakh) only to the Land Owner herein, together with undivided share in the said land/premises, including the common facilities, areas and amenities as more fully and particularly set out in the **SECOND SCHEDULE** hereunder written.
- K. **DEVELOPER'S ALLOCATION:** - shall mean the Developers will be entitled to get Entire First Floor and 50% of Second Floor

(Top), at the South-East Portion, in the proposed straight three storied building (save and except the said Owner's Allocation), including proportionate share in the common facilities and amenities on pro-rata basis and fully and particularly set out in the **THIRD SCHEDULE** hereunder written.

- L. **SPECIFICATIONS AND AMENITIES:** - materials and specifications as its recommended by the Architect for the construction of the building amenities means all fittings as described in the specification and will be provided by the Developers in those flats, which includes Owner's Allocation under reserve portion.
- M. **TIME:** - Shall mean the constructing shall be completed within **18 (Eighteen)** Months from the very day of getting sanctioned plan from the concerned authority. If any Force Majeure come in front of Developers in that event **06 (Six)** months shall be added for any kind of Force Majeure.
- N. **SHIFTING:** - the Developers shall arrange everything for the shifting of the said Land Owner herein and shall also provide them a temporary accommodation with their own costs and expenses herein.

2. **COMMENCEMENT:** This Agreement will have effect from the date, month and year at the outset and shall remain in force until such time all the terms and conditions set forth herein complied are fulfilled by both the parties.

ARTICLE - III:

**TITLE AND INDEMNITIES INCLUDING
CONSTRUCTIONAL OBLIGATION**

- (1) That the Land Owner declares and represents that she has a good and indefeasible absolute right, title to the said property and has a marketable title to enter into this Agreement with the Developers and declare that the original title deeds and relevant documents are handed over to the Developers.
- (2) That the said property is free from all sorts of encumbrances and the Land Owner had a good marketable title in respect of the said property without having any adverse claim, in respect of right, title, interest and possession of any person or persons and legal right, title and interest to enter into this agreement with the Developers and Land Owner hereby undertake to indemnify and keep the Developers indemnified against any Third Party's claim and demands whatsoever with regard to the title and ownership of the Land Owner and the said property is free from all sorts of encumbrances, charges, liens, lispens, attachments, trusts, acquisitions, requisitions whatsoever or

howsoever and the same is fully occupied and possessed by the Land Owner.

- (3) That the Land Owner shall sign and execute all necessary papers relating thereto for the building to be constructed at the said land of the Land Owner as and when required only after satisfying themselves that execution of such document shall not cause any harm, damage or financial or any other kind of loss and liability to him and violation of law.
- (4) That all expenses and liabilities for construction which are to be constructed in the said premises shall be borne by the Developers and the Land Owner shall not be liable to bear any expenses and constructional liabilities thereto including the costs and expenses and relating to sanctioned plan and other proposed necessary preliminary costs and expenses relating to full or phase wise process of construction.
- (5) That the Developers shall act as an independent Contractor in the matter of construction of the building and also undertake to keep the Land Owner indemnified from and against all Third Party or Parties claim or compensation and action arising out of any act or relating to the construction of the proposed building to be constructed on the said land of the said premises of the Land Owner.

- (6) That the said property more fully and particularly described in the **FIRST SCHEDULE** hereunder written is not attracted under Urban Land Ceiling Act, Under Section 27 (2) of the Urban Land (Ceiling & Regulations Act), 1976.

ARTICLE - IV:
EXPLOITATION RIGHT

1. After execution of this Agreement made in terms hereof the Land Owner grant, exclusive right to the Developers to build upon and to residential or commercially exploit the Developer's Allocation on the said plot of land on the basis of the Sanctioned Plan approved by the Kolkata Municipal Corporation.
2. That Developers in accordance with the terms and conditions of this Agreement and Power of Attorney, have right to construct such flat system building thereon, to negotiate with the intending purchaser or purchasers of flat to fix-up the price of the flat or flats at its own discretion and receive the booking money or advance payment and full consideration of the flat or flats and other covered spaces in respect of the Developer's Allocation. To appear before any registration authority or authorities for registration of the flat or flats and other covered spaces, together with undivided un-demarcated proportionate share of the land nominee or nominees or respective buyer or buyers in respect of the Developer's Allocation (Save and Except the Owner's Allocated Portion).

3. All applications, plan and other papers and documents referred to hereinabove shall be submitted by or in the names of the Land Owner or otherwise at the costs of the Developers and the Developers shall pay and bear all submission expenses.
4. That the Developers shall abide by all the laws, by-laws and regulations of the Government, Kolkata Municipal Corporation and other statutory authorities.
5. That all documents and registration of all documents that may be necessary and to be executed in accordance with the terms and conditions of the agreement, shall be done at the cost of the Developers.

ARTICLE - V:

BUILDING

1. That the Developers shall commence the construction work immediately after obtaining the Sanctioned Plan and complete the construction work of the Building including Owner's Allocation within 18 months from the very day of the sanctioned plan from the concerned authority. It is hereby noted that the said period may be further extended for only 06 months in case of any natural calamity such as heavy rain, floods, lock down, earthquake, beyond the control of the Developers.
2. That the Developers shall first handover possession of Owner's Allocation, mentioned in the **SECOND SCHEDULE** hereunder

written, to the Land Owner and shall also handover written letter of possession in favour of Land Owner and as such Developers also hereby undertake that the Developers will not handover possession to any other person within its Allocations before delivery of the possession to the Land Owner.

ARTICLE - VI:

CONSIDERATION AND SPACE ALLOCATION

1. In consideration of the Land Owner having flats and other covered spaces in the proposed new building, the Land Owner have agreed to grant the exclusive right to the Developers to residential or commercially exploit the Developer's Allocation of the said property by constructing straight three storied building thereon, as per sanctioned building plan from the Kolkata Municipal Corporation.
2. That the Land Owner shall be entitled to transfer or dispose of the Owner's Allocation to their nominees without any way disturbing the Developer's Allocation situated thereon with the exclusive right to deal with or to enter into an Agreement for Sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Developers and the Developers or any person or persons lawfully claiming through shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation or any person or

persons claiming through of the nominee or nominees of the Land Owner.

3. That the Developers shall be exclusively entitled to the Developer's Allocation in the said building without in any way disturbing the common facilities situated thereon with the exclusive right to deal with enter into any Agreement for Sale and transfer the same without any claim, demand, interest whatsoever or howsoever of the Land Owner and the Land Owner or any person or persons claiming through them shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation or any person or persons claiming through of the nominee or nominees of the Developers.

ARTICLE - VII:
COMMON FACILITIES

As soon as the said Building will be completed, the Developer shall first handover the possession of the Owner's Allocation before handing the possession of the intending purchaser or purchasers of the Developer's Allocation in the said building and on and from the date of putting the Owner's in possession of the Owner's Allocation and at all times thereafter the Land Owner shall be exclusively responsible for payment of all property taxes and other statutory outgoings and impositions whatsoever payable in respect of the Owner's Allocation

and equally the Developers shall be exclusively responsible for payment of all the said rates payable in respect of the Developer's Allocation. The said rates to be apportioned, with reference to the constructed area, in the building if that are levied, on the Building as a whole.

ARTICLE - VIII:
COMMON RESTRICTIONS

1. The Land Owner or the Developers or any of their transferees shall not demolish or permit demolition or any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the permission of the management, society / association / holding organization envisaged herein before in this behalf.
2. That the Land Owner or Developers or any of their transferees shall permit the Land Owner/Developer or the Management / Society / Association / Holding Organization and its servants and agents with or without workmen or other at all reasonable time to enter into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of maintain, repairing and testing, drains, gas and water pipes, electric wires and for any similar purposes.
3. As soon as the building is completed and "Completion Certificate" and water/drainage connections etc. are to be obtained from the Kolkata Municipal Corporation, the Developer

shall give written notice to the Land Owner to take possession of the Owner's Allocation in the said building and from the date of service of such notice and at all times thereafter, the Land Owner shall be exclusively responsible for payment of all Taxes and other taxes and other impositions whatsoever payable in respect of his allocation and the Developer shall be exclusively responsible for payment of all the said taxes payable in respect of the Developer's Allocation.

4. If there is any amendment of Building Rules or any other Rules, which are applicable for this project by the Competent Authority according to Law in that case both the Land Owner and Developer herein shall abide by all the amended Rules and Regulations as per Law and all the expenses should be borne by the Developer.

ARTICLE - IX:

MISCELLANEOUS

1. The Developer will proceed with the constructional work and get building sanctioned plan from the Kolkata Municipal Corporation of the said building smoothly and to negotiate with the intending purchaser or purchasers of the flats out of the Developer's Allocation and to enter into any agreement for sale with the said purchaser or purchasers and to receive the consideration money in respect of the said flats and other covered spaces out of the Developer's Allocation and to deliver possession of the said flats and other covered spaces in favour of the said intending purchaser or purchasers subject to the

prior delivery of flats and other covered spaces to the Owners in respect of the Owner's Allocation mentioned hereinabove.

2. It is agreed that from the date of execution of this Agreement, the Developers shall pay the discharge all taxes and outgoings including Taxes and all other charges, rates, taxes that may be levied by any public body or authorities in respect of the said property and which would be payable by the Land Owner. The Developers shall indemnify or keep indemnified the Land Owner from the Third Party non-payment.
3. That the Developers shall indemnify and keep indemnified the Land Owner against all losses, damage, costs, charges, expenses that will be incurred by the Developers on account of arising out of any breach of any of those terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.
4. The Land Owner shall be entitled to visit or inspect the construction works and to look into the progress herein if necessary to be accompanied by their Engineer.
5. That all risks, responsibilities, liabilities shall be with the Developers viz. the work of construction, loss of life of labours, mistries and allied nature of things and the Land Owner shall not be liable for such things to anyone including matters

relating to direct taxes and dealing with the flat buyers of the Developer's Allocation.

6. That the Flat of the Owner's Allocation shall be completed as per specification attached herewith and mentioned in the Sketch Plan and this Agreement but any additional works subject to the Engineer's Approval save and except full completion which are to be done at the Owner's Allocation the same would be informed to the Developers for additional works.
7. That regarding construction and regarding legal compliancy, the Land Owner shall negotiate with the Engineer and the Advocate appointed by the Developers, but however the Land Owner shall also be at liberty to deal with the matters touching the matters relating to this Agreement and construction with his appointed Engineers and Advocate.
8. That the Developers shall be at liberty to advertise in the daily Newspaper for sale of the flats to be constructed on the said land to put their Banners on the land to employ Security or Durwan, Caretakers for safety of the project, to invite the application from the intending purchaser or purchasers and to do all the deeds, acts and things as may be necessary or negotiate with the intending buyers to prepare the necessary Deeds of Sale, after collection of the payment from the buyers as per agreement between himself on the Developer's Allocation only PROVIDED that the terms and conditions of such

agreement of sale deed shall not affect any reasonable interest or right of the Land Owner relating to the possession of the Owner's Allocation PROVIDED that all costs and expenses, incidental charges to all acts, deeds and things shall be borne by the Developer or intending buyers.

9. All the costs, charges and expenses including sanction fees to Municipal, Engineer's Fees etc. shall be discharged and paid by the Developers and the Land Owner shall not be responsible in this context.
10. That the Land Owner shall be entitled to transfer or otherwise deal with the Owner's Allocation in the Building at her own discretion.
11. That the Flats of the Owners' shall be completed as per specification attached herewith this Agreement but any additional works save and except full completion which are to be done at the Owner's Allocation, the same would be done at the Owner's Allocation, the same would be informed to the Developers for such additional works.
12. The Developers shall demolish the existing structure at their own costs and expenses and will take all the broken materials (debris). The Land Owner herein shall have no right over the said broken materials.

ARTICLE - X:
FORCE MAJEURE

1. The respective parties herein mentioned shall not be considered to be liable for any obligation hereunder that the performance of the relative obligation was prevented by any force majeure and this contract shall remain suspended during the period of such force majeure, if any.
2. The term force majeure shall mean floods, earth-quake, riots, war, storm, tempest, civil commotion or any other act or commission beyond the control of the parties hereto.

ARTICLE - XI
POWER OF ATTORNEY

I, **SMT. LAKSHMI RANI BASAK**, wife of Late Madan Gopal Basak, being the Principal DO HEREBY AND HEREUNDER NOMINATE, APPOINT AND CONSTITUTE namely **FUTURE FOUNDATION**, a Partnership firm, represented by its Partner's namely (1) **SRI SOMNATH DAS**, son of Late Ram Chandra Das and (2) **SRI DIPANKAR PATITUNDI**, son of Late Phanibhusan Patitundi, to be our true and lawful **ATTORNEYS** and on our behalf and in our names to do and execute all or any of the following acts, deeds, things and matter, to represent the Principals, to do, exercise, execute and perform individually every acts, deeds, matters and things as mentioned hereunder for the purpose of building plan and to

construct the proposed building as per the Schedule as mentioned hereinafter in terms of the registered "Development Agreement" that is to say:-

1. To sign any application of Affidavits and affirm the same on behalf of the Principals herein which may be necessary for the construction of the said building or buildings' and to carry correspondence on behalf of the Principals herein with all concerned authorities and body/bodies including the Kolkata Municipal Corporation, Office of the B.L. & L.R.O., Government of West Bengal, West Bengal Police, fire Brigade, West Bengal State Electricity Board etc. in accordance with the said construction and development of the said property under reference to make sign and submit application petition, letters and other writings to the appropriate authorities, local bodies' for all and any sanctions, licenses, permission and consents required for the proposed construction and development of the said premises.
2. To present and sign Deed of Conveyance, Agreement for Sale on behalf of the Principals herein in respect of the Developer's Allocated Flats and other covered spaces of the said proposed Building/s to be constructed by the same Attorneys and to receive payments, from the intending Purchaser/s and grant receipt to them always subject to the terms, conditions,

stipulations and undertakings contained in this Development Agreement save and except the Owner's Allocated portion.

3. To negotiate with the intending Buyer/Purchasers of the Flats and other covered spaces of the Developer's Allocation of the said proposed building, to be constructed by the Attorneys on behalf of the Principals at the said premises, save and except the Owner's Allocated portion.
4. To present before the Registrar or any registration office namely Registrar of Assurance, A.D.S.R. at Sonarpur, District Sub-Registrar at Alipore, South 24 - Parganas, or any other Registrars for the purpose of registration of the Agreement/Agreements, Deed of Conveyance in respect of the Developer's Allocation of any spaces or parts or portion to be constructed by the said Developers at the said property on behalf of the Principals.
5. To enter into hold and defend possession of the said land and every part thereof and also to manage, maintain and administer the said land and every part thereof on behalf of the Principals and to protect the right, title and interest of the Principals in the said property and/or the building to be constructed thereon.
6. To develop the said land by construction of straight three storied building and/or structure thereon and for the said

purpose to do all soil testing, excavation and execute all other civil construction works whatsoever.

7. To appear before the necessary authority including the Kolkata Municipal Corporation, Fire Brigade, West Bengal Police and/or any other competent Authorities in connection of building plans and other purposes.
8. To apply for and obtain such permission as be necessary for obtaining steel, cement, bricks and other materials for construction of buildings and constructional equipment, to appoint Architects and contractors for the purpose of the Development and construction of the said land.
9. To ward off and prohibit, if necessary, proceed against in due form of law against all or any trespassers on the said land or any part thereof and to take appropriate legal steps whether by actions or otherwise and to abate all nuisance.
10. To accept notice and service of papers for and on behalf of the Principals from any Court / Kolkata Municipal Corporation / Tribunal and/or any other Competent Authority and/or persons.
11. To pay and / or deposit all moneys including Court Fee and to grant valid receipts and discharges in respect thereof in the name of the Principals.

12. To sign and submit papers, applications and documents for having the mutation effected in all public records and with all authorities and / or persons including B.L. & L.R.O. and the said Kolkata Municipal Corporation being appropriate jurisdiction in respect of the said land or any portion thereof and to deal with such authority and authorities in any manner to have mutation effected for and on behalf of the Principals.
13. To pay all outgoings from the date of execution of these presents of the Kolkata Municipal Corporation/Municipal Taxes, rents, revenue and charges whatsoever payable for and on account of the said land and building and receive refund and / or other moneys including compensation of any nature from requisition and/or acquisition authorities only in the name of the Principals and to grant valid receipts and/or discharges thereof.
14. To affix sign board or install any hoarding on the said Schedule Plot of the Land in the name of the Attorneys as Developers.
15. To advertise in the newspapers for procuring buyers for selling building on behalf of the Principals.
16. To enter into any Agreements for the proposed Flats and other covered space and to receive advance/earnest money / consideration money / security deposit in respect of the said spaces and the undivided proportionate impartiable share in the

land or any portion thereof for selling spaces, conveying the proportionate right, title and interest of the Principal in the land and to handover the copies of the relevant Documents in regard to title of the Principals to such intending Purchaser/s in respect of Developer's Allocation, save and except the Owner's Allocated portion.

17. For all and any of the purposes herein before stated to appear and represent the Principals before all authorities having jurisdiction on the Schedule Premises and to sign execute and submit papers and documents and the said Attorneys can act in terms of the said Developer Power of Attorney.
18. To appear and represent the Principal before any notary, Registrar of Assurance, A.D.S.R. at Sonarpur, District Sub-Registrar at Alipore, South 24 - Parganas and other Office/Offices or Authority / Authorities having jurisdiction on the Schedule property and to present for registration and to acknowledge the registrar or have registered and perfected our said Attorney in any manner concerning the Agreements / Conveyance in the said premises.
19. To sign, submit and prepare building plan and to revise such plan, any other document, water department, Drainage department and other department to pay deposit necessary fees in this regard to the concerned authority and to receive the

sanctioned building plan/revive plan/etc. from the concerned authority.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of land measuring an area of **04** Cottahs, **00** Chittack & **00** Square Feet more or less, together with tile shed structure standing thereon, having cemented flooring, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag Nos. 4088 & 4163, appertaining to Khatian No. 1082, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 41, P. Muzumdar Road, under Ward No. 106, Police Station - Kasba now Garfa, Kolkata - 700078, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 - Parganas, having Assessee No. 311061800418, together with all sorts of easement rights over the adjacent common passage to the said property, being butted and bounded as follows:

ON THE NORTH :	10' Feet Wide K.M.C. Road;
ON THE SOUTH :	<u>Land of Bhasan Saha;</u>
ON THE EAST :	Land of Ram Krishna Pal;
ON THE WEST :	Land of Gopal Mitra.

THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)

ALL THAT the Owners herein will be entitled to get Entire Ground Floor and 50% of Second Floor (Top), at the South-West Portion, in the proposed straight three storied building provided by the Developers at their own costs and expenses, along with Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand) only as non-refundable/forfeit amount, i.e. (i) on the day of registration of this Development Agreement with Power, the Developers shall pay a sum of Rs.50,000/- (Rupees Fifty Thousand) only to the Land Owner herein and (ii) at the time of handover the Owner's Allocation, the said Developers shall pay the balance sum of Rs.2,00,000/- (Rupees Two Lakh) only to the Land Owner herein, together with undivided proportionate share in the land/premises, along with common easement rights, facilities in common areas, on the said property, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag Nos. 4088 & 4163, appertaining to Khatian No. 1082, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 41, P. Muzumdar Road, under Ward No. 106, Police Station - Kasba now Garfa, Kolkata - 700078, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 - Parganas.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT the Developers will be entitled to get of Entire First Floor and 50% of Second Floor (Top) at the South-East Portion, in the proposed straight three storied building (**save and except the said Owner's Allocation**), along with common facilities and amenities, together with undivided proportionate share in the said property, lying and situated at Mouza - Kasba, J.L. No. 13, District Collectorate Touzi No. 145, R.S. No. 233, Pargana - Kolikata, comprised in Dag Nos. 4088 & 4163, appertaining to Khatian No. 1082, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 41, P. Muzumdar Road, under Ward No. 106, Police Station - Kasba now Garfa, Kolkata - 700078, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 - Parganas, on pro-rata basis, to be sold to the intending purchaser/s from Developer's Allocation.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(CONSTRUCTION)

ALL THAT the residential Straight Three Storied Building, having several flats on the different floors and other covered space, together with other constructions such as passage, stair-case, ultimate roof, overhead tank, motor and pump-set, electric wiring, room for motor and pump-set and a other construction for common use and rights of the

occupants of the flats and the total expenses as would be determined by the Developers to be incurred/incurred for the purpose of obtaining sanction of the building plan and all other miscellaneous charges.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON SPACES AND COMMON AREAS)

1. Motor pump for water lifting.
2. Meter room.
3. Underground & Overhead Reservoir.
4. Sewerage and drainage connection.
5. Water pipe line and rain water pipe line connection.
6. Electric, wiring, meter, all private drive ways, curves wide walls, interior conduits utilities line underground storage tank, utilities line, telephone and electric system, foundations, columns, beams, supports, vacant space around the proposed new building exterior walls beyond the said unit or interior load bearing walls within the building or concrete floor slab, roof and a door with M.S. angle and sheet will be provided at the entrance of the roof.
7. Stair, Staircase, ultimate roof of the building will collapsible gate at the entrance of the staircases.
8. Common passage and lobby at ground floor and other vacant common space/spaces at ground floor.
9. Common walls and boundary wall.

10. Other common portion of the building.
11. One common toilet with tap connection at the ground floor and one tap connected also on the roof.
12. Septic Tank.
13. One common light point on the roof. Necessary provision of electric light point at the common passage as per required.
14. No Lift shall be provided by the Developers herein in the proposed building.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

COST EXPENSES, OUTGOINGS AND OBLIGATIONS for which all Co-owners' of the flats including owner are to be contributed proportionately.

1. The Land Owner and other co-owners of the flats will pay the common charges including maintenance, repairing, white washing, monthly remuneration of durwan, sweeper, caretaker after delivery of possession in respect of Owner's Allocation.
2. The Land Owner and other co-owner of the flats will pay the proportionate share of electricity charges over the meter using as common after delivery of possession in respect of the Owner's Allocation.
3. That the Land Owner and other co-owners of the flats will pay the proportionate share of building tax in respect of their

allocation till separation and mutation of flats with their names at the office of the Kolkata Municipal Corporation.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF CONSTRUCTION)

BUILDING	R.C.C. frame structure building.
WALLS	Brick wall with cement mortar.
WINDOW	Aluminum window with guard bar, pin head design glass panel 3 mm thick.
DOORS	Door frame will be made of with Malayacian Sal Wood and Door Shutter Flush Door with ISI Phenol bonded.
FLOORING	2' - 0" x 2' - 0" or vitrified tiles.
KITCHEN	Kitchen table and sink will be made with granite stone and sink stainless steel. And upon the top of the (4' - 0") x 20" table, height finish with local glaze tiles, fitted with one exhaust fan point and one light point and one power point tap to be provided on the sink and one below the sink.
TOILET/WC	Wall up to height 6' feet finish with local glazed tiles and fitted with white commode of hindware or parry ware make white wash basin along with water supply.

ELECTRICITY	All electrical wiring, concealed type with copper wire (Rajdhani or Equivalent) and Switch Piano Type of Anchor made. Five point in each bedroom and drawing room, in the drawing room, one power point, one cable point and one telephone channel. In the both toilet one light point and on exhaust fan point with be provided.
PLUMBING	All internal pipeline with CPVC Pipe and outside line with UPVC Pipe.
WATER SUPPLY	Water to be provided by KMC Water with U.G. Reservoir and casting over tank, along with electrically operated pump.
PAINTING	Inside of the Flat finish with Plaster of Paris and outside of the building finished with whether coat. Door and window inside primer finish and outside window finished with Synthetic enamel.

BE IT NOTED that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money for Developer's Allocation by executing Agreement/Final Document for Transfer of Property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the property under Schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/Final Document for Transfer of property nor a partnership between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these Documents in contrary to this clause.

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

SIGNED, SEALED & DELIVERED
in the presence of

WITNESSES:-

1) *Rahul Dhor*
404 Nager
Kal- 48

2) *Ashu Shant*
1/5 Bwya Mitre Kal 1
Kal- 48

मन्मथ देव

**SIGNATURE OF THE
LAND OWNER**

FUTURE FOUNDATION

Somnath Doh

Partner

FUTURE FOUNDATION

Ripankar Pabikundi

**SIGNATURE OF THE
DEVELOPERS**

Drafted by:

Abhyan
F-17/6/03

PRINT ZONE,
Alipore Police Court,
[Signature]
Sarfaraz Ahmed.

MONEY RECEIPT

The Developers paid a sum of **Rs.50,000/- (Rupees Fifty Thousand)** only, as a part payment out of entire non-refundable / forfeit amount of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand), by way of Cheque to the Land Owner at the time of registered of this Development Agreement with Power of Attorney.

Date	Cash/Cheque No.	Bank/Branch	Amount (Rs.)
09.10.2023	000137	HDFC/Punjabal Main Road.	50,000/-

TOTAL

Rs.50,000/-

(RUPEES FIFTY THOUSAND) ONLY

WITNESSES:

1. *Rahul Dhor*

2. *Ashu Shour*

मन्नी.श्री.नी.का.का

**SIGNATURE OF THE
LAND OWNER**

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name

Signature *मन्मथीश्वरी कादक*

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name

Signature *Somnath Desai*

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name *DIPANKAR PATITUNDI*

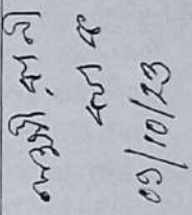
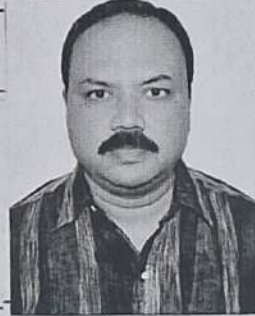
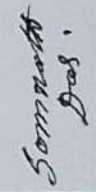
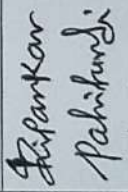
Signature *Dipankar Patitundi*

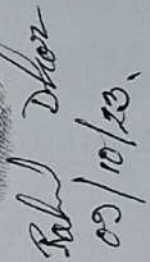


Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16302002530674/2023

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt Lakshmi Rani Basak 63/15, P Majumder Road, Haltu, City:- , P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078	Land Lord			 09/10/23
2	Mr Somnath Das 79, P Majumdar Road, City:- , P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078	Representative of Developer [Future Foundation]			 09/10/23
3	Mr Dipankar Patitundi 80/6, Purbachal Road, City:- , P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078	Representative of Developer [Future Foundation]			 09/10/23

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Rahul Dhar Son of Late Ranjit Dhar Ajoy Nagar, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099	Smt Lakshmi Rani Basak, Mr Somnath Das, Mr Dipankar Patitundi			 09/10/23.

(Jaideb Pal)

DISTRICT SUB-
REGISTRAR

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



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



061020232024815570

GRIPS Payment Detail

GRIPS Payment ID:	061020232024815570	Payment Init. Date:	06/10/2023 11:50:04
Total Amount:	40549	No of GRN:	1
Bank/Gateway:	State Bank of India	Payment Mode:	Online Payment
BRN:	CKY2256391	BRN Date:	06/10/2023 11:51:13
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name:	DHAR COMMUNICATION
Mobile:	8981314794

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240248155711	Directorate of Registration & Stamp Revenue	40549
Total			40549

IN WORDS: FORTY THOUSAND FIVE HUNDRED FORTY NINE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAID



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



192023240248155711

GRN Details

GRN:	192023240248155711	Payment Mode:	Online Payment
GRN Date:	06/10/2023 11:50:04	Bank/Gateway:	State Bank of India
BRN :	CKY2256391	BRN Date:	06/10/2023 11:51:13
GRIPS Payment ID:	061020232024815570	Payment Init. Date:	06/10/2023 11:50:04
Payment Status:	Successful	Payment Ref. No:	2002530674/2/2023
[Query No./Query Year]			

Depositor Details

Depositor's Name:	DHAR COMMUNICATION
Address:	AJOYNAGAR
Mobile:	8981314794
Depositor Status:	Others
Query No:	2002530674
Applicant's Name:	Mr Rahul Dhar
Identification No:	2002530674/2/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	06/10/2023
Period To (dd/mm/yyyy):	06/10/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002530674/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2002530674/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	528
Total				40549

IN WORDS: FORTY THOUSAND FIVE HUNDRED FORTY NINE ONLY.

Major Information of the Deed

Deed No :	I-1630-03265/2023	Date of Registration	12/10/2023
Query No / Year	1630-2002530674/2023	Office where deed is registered	
Query Date	04/10/2023 3:11:32 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rahul Dhar Ajoynagar, Thana : Purba Jadabpur, District : South 24-Parganas, WEST BENGAL, PIN - 700075, Mobile No. : 9836926280, Status :Deed Writer		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 2,05,46,997/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,071/- (Article:48(g))		Rs. 560/- (Article:E, E, E, B, M(b), H)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: P. Majumder Road, Road Zone : (Kayastha P. Mn Rd – Khal Parh) , , Premises No: 41, , Ward No: 106 Pin Code : 700078

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha	1/-	2,05,19,997/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
Grand Total :				6.6Dec	1/-	205,19,997 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	27,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Smt Lakshmi Rani Basak (Presentant) Wife of Late Madan Gopal Basak 63/15, P Majumder Road, Haltu, City:- , P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: arxxxxx8c, Aadhaar No: 73xxxxxxx1556, Status :Individual, Executed by: Self, Date of Execution: 09/10/2023 , Admitted by: Self, Date of Admission: 09/10/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/10/2023 , Admitted by: Self, Date of Admission: 09/10/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Future Foundation 79, P Majumdar Road, City:- , P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 , PAN No.:: aaxxxxx4h,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Somnath Das Son of Late Ram Chandra Das 79, P Majumdar Road, City:- , P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx6M, Aadhaar No: 86xxxxxxx0961 Status : Representative, Representative of : Future Foundation (as Partner)
2	Mr Dipankar Patitundi Son of Late Phanibhusan Patitundi 80/6, Purbachal Road, City:- , P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ASxxxxxx5E, Aadhaar No: 70xxxxxxx8459 Status : Representative, Representative of : Future Foundation (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Rahul Dhar Son of Late Ranjit Dhar Ajoy Nagar, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099			
Identifier Of Smt Lakshmi Rani Basak, Mr Somnath Das, Mr Dipankar Patitundi			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Lakshmi Rani Basak	-3.3 Dec,-3.3 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Lakshmi Rani Basak	-50.00000000 Sq Ft,-50.00000000 Sq Ft

Endorsement For Deed Number : I - 163003265 / 2023

On 06-10-2023

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 2,05,46,997/-



Jaideb Pal
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 09-10-2023

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

Presented for registration at 19:35 hrs on 09-10-2023, at the Private residence by Smt Lakshmi Rani Basak, Executant.

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

Execution is admitted on 09/10/2023 by Smt Lakshmi Rani Basak, Wife of Late Madan Gopal Basak, 63/15, P Majumdar Road, Haltu, P.O: Haltu, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession House wife

Identified by Mr Rahul Dhar, , Son of Late Ranjit Dhar, Ajoy Nagar, P.O: Mukundapur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 09-10-2023 by Mr Somnath Das, Partner, Future Foundation, 79, P Majumdar Road, City:- , P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078

Identified by Mr Rahul Dhar, , Son of Late Ranjit Dhar, Ajoy Nagar, P.O: Mukundapur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by profession Law Clerk

Execution is admitted on 09-10-2023 by Mr Dipankar Patitundi, Partner, Future Foundation, 79, P Majumdar Road, City:- , P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078

Identified by Mr Rahul Dhar, , Son of Late Ranjit Dhar, Ajoy Nagar, P.O: Mukundapur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by profession Law Clerk



Jaideb Pal
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 11-10-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 560.00/- (B = Rs 500.00/- ,E = Rs 25.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 528/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/10/2023 11:51AM with Govt. Ref. No: 192023240248155711 on 06-10-2023, Amount Rs: 528/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKY2256391 on 06-10-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,071/- and Stamp Duty paid by online = Rs 40,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/10/2023 11:51AM with Govt. Ref. No: 192023240248155711 on 06-10-2023, Amount Rs: 40,021/-,
Bank: State Bank of India (SBIN0000001), Ref. No. CKY2266391 on 06-10-2023, Head of Account 0030-02-103-003-02



Jaideb Pal
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 12-10-2023**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 1898.

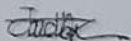
Payment of Fees

Certified that required Registration Fees payable for this document is Rs 560.00/- (B = Rs 500.00/- , E = Rs 28.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs. 32.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,071/- and Stamp Duty paid by Stamp Rs 50.00/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 668, Amount: Rs.50.00/-, Date of Purchase: 03/10/2023, Vendor name: Jayanta Dey



Jaideb Pal
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2023, Page from 94243 to 94302

being No 163003265 for the year 2023.



Jaideb Pal

Digitally signed by Jaideb Pal
Date: 2023.10.17 14:30:20 +05:30
Reason: Digital Signing of Deed.

(Jaideb Pal) 17/10/2023

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

West Bengal.