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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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certified to be a true and correct copy of the original document. The signature sheet of the document is hereby attached with this document as a part of this document.

20 FEB 2025

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 28th day of February 2025

A.D.(Two Thousand and Twenty Five A.D.)

BETWEEN

SMT. ANJANA MAJUMDER (PAN NO. ADRPM4251F/AADHAAR NO. 9777 9454 1270/D.O.B. 01-01-1964) Wife of Sri Tapan Kumar Majumder, by faith - Hindu, by occupation - Housewife, Indian National, residing at- 387, Ashok Road, Ganguly Bagan, P.O. - Garia, P.S. - Patuli, Kolkata-700084, Dist- South 24 Parganas, hereinafter referred to and called for as the "OWNER" (which term or expression shall unless excluded by or repugnant to the context, be mean and include his heirs, legal representatives, executors and assigns) of the "FIRST PART".

-AND-

'MS RUPESH DUTTA', a proprietorship business represented by its proprietor SRI RUPESH DUTTA, (PAN NO. AIBPD1725G / AADHAR NO. 8260 6151 7655/MOB. NO. 9830956899) son of Late Sudhangshu Sekhar Dutta, by faith - Hindu, by occupation - Business, residing at - 38, Nibedita Road, P.O. - Haltu, Police Station - Garfa [formerly Kasba], Kolkata - 700078, District South 24 Parganas, herein after referred to as the DEVELOPER (Which expression shall unless excluded by or repugnant to the context shall mean and include his heirs, administrators, legal representatives and assigns) SECOND PART.

WHEREAS

1. That one Panchu Bala Dasi wife of Late Kanai Naskar of Banerjee Para Lane, Dhakuria, seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of Sali land measuring 04 (Four) Cottahs more or less situate and lying at Mouza Kasba, comprised in Dag No. 4139/4315, Khatian No. 269, J.L. No. 13, R.S. No. 233, Touzi No - 145,

Police Station then Tollygunge now Kasba then within the limits of Jadavpur Municipality now within the Calcutta Municipal Corporation, Ward No - 106 by virtue of registered Purchase Deed Vide No. 619, from its owner Sri Pravash Chandra Dey son of Late Purna Chandra Dey of Haltu, P.S. Kasba in the year 1946. The said Deed was registered at the Office of District Sub-Registrar at Alipore and recorded in its Book No.1, Volume No. 22, Pages 36 to 39, Being No. 619, for the year 1946.

2. After the said purchase the said Panchu Bala Dasi while seized and possessed the said 04 (Four) Cottah Sali land as absolute owner thereof recorded her name in the revisional settlement record and paid rent before the Collector regularly.
3. Thereafter by a Deed of Sale dated 30.04.84 made between Smt. Panchu Bala Dasi therein described as the Vendor of the One Part and Smt. Pavitri Devi Choubey as Purchaser therein of the other part, for consideration mentioned therein the said Panchu Bala Dasi sold, transferred, conveyed, assigned, assured unto the said Smt. Pavitri Devi Choubey ALL THAT the piece and parcel of land containing an area of said 04 (Four) Cottahs more or less comprised in Dag No. 4139/4315, Khatian No. 269, J.L. No. 13, R.S. No. 233, Touzi No. 145, under Mouza Kasba, P.S. Kasba, S.R.O. at Alipore, District 24- Pgs(S), free from all encumbrances, charges, liens whatsoever nature and the said Deed of Sale was registered at the Office of Sub-Registrar at Alipore and recorded in its Book No.1, Volume No.-5, Pages 17 to 24, Being Deed No. 1932 for the year 1984.

4. Thereafter the said Pavitri Devi Choubey acquired the said land measuring 04 (Four) Cottahs more or less in the manner stated above and became the absolute Owner thereof and mutated her name in respect of the said land before the Block land and Land Reform Office of Govt. of West Bengal and also mutated her name before the Calcutta Municipal Corporation and it has been assessed and numbered and known as 31106150098 and made the payment of all taxes payable thereof to the Calcutta Municipal Corporation and other competent Authorities.
5. The said Pavitri Devi Choubey while seized and possessed of an absolute owner thereof in respect of the said 04 (Four) Cottahs land, out of the said land the said Pavitri Devi Choubey devoted/gifted some portion exclusively for the adjacent proposed Road and for the remaining portion of the land the said Pavitri Devi Choubey declared her intention to sell all that piece and parcel of land measuring about 03 (Three) Cottahs 12 (Twelve) Chittacks for legal necessity and or other diverse necessity.
6. That knowing such intention of said Pavitri Devi Choubey the Owner, herein has purchased ALL THAT the piece and parcel of land containing an area of said 03 (Three) Cottahs 12 (Chittacks) more or less comprised in Dag No. 4315, Khatian No. 269, J.L. No. 13, R.S. No. 233, Touzi No. 145, under Mouza Kasba, Being Municipal Premises No. 98, Purbachal Kalitala Road, P.S. – Garfa, Kolkata – 700078, South 24 Parganans, within the limits of the Kolkata Municipal Corporation, under Ward no. 106, Being Assessee No. 311061500988 from the said Pavitri Devi Choubey by virtue of a

registered Deed of Conveyance dated 26-06-1997, registered in the office of the D.S.R. III, Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 69, Pages from 48 to 68, Being No. 2600; for the year 1997 and the Owner herein has mutated her name in the records of the Kolkata Municipal Corporation under same Assessee, which is particularly mentioned in the Schedule 'A' hereunder written;

AND WHEREAS for the purpose of commercial exploit of said land the aforesaid Owner has decided to erect a G plus III storied building on the afore said plot of land. But due to lack of sufficient financial fund, his aforesaid desire cannot be fulfilled out of his own, in this process to fulfill such desire he is in search of a competent Developerfirm, who have the ability to fulfill such desire.

AND WHEREAS after knowing such intention of the Owner herein the aforesaid Developer has approached to the Owner herein to allow him to Develop the said landed property and erect a G plus III storied building on the said plot of land out of his fund and own personnel and after protracted negotiation between the parties herein the Owner has finally decided to allow the aforesaid Developer to develop his landed property on such terms and conditions as embodied herein.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO as follows:

DEFINITION

Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them: -

- 1) **OWNER** shall mean Owner and her heirs, executors, administrators and legal representatives.
- 2) **DEVELOPER** shall mean above named Developer and his heirs, executors, administrators and legal representatives.
- 3) **BUILDING** shall mean G plus III storied building to be constructed on the aforesaid landed property according to the sanctioned plan to be sanctioned from KMC.
- 4) **ADVOCATE** : Advocate shall mean Mr. Pranab Ray, Advocate, Alipore Judges' Court, Kolkata – 700027, or such Advocate or Advocates to whom the Owners and the Developer from time to time appoint as the Advocate for the Project.
- 5) **COMMON FACILITIES AND AMENITIES** shall include corridors, stairways, passageways, semi underground water reservoir, overhead water tank, water pump and motor and roof and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment provisions, maintenance and management of the building.

- 6) SALEABLE SPACE shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required therefore.
- 7) OWNER'S ALLOCATION shall mean the portion of the building which is to be allocated to the Owner as part of Owner's portion in accordance with the terms and conditions of these presents including proportionate share in the land and common facilities and amenities and as described in the Second Schedule hereunder.
- 8) DEVELOPER'S ALLOCATION shall mean the remaining portion of the building on the said property after allocation made to the Owner including proportionate share in the land and common facilities and amenities of the building on the said property.
- 9) BUILDING PLAN shall mean sanctioned plan to be sanctioned from the Kolkata Municipal Corporation.

LICENCE TO DEVELOP

- 10) The Owner hereby entrust handover and give license to Developer to enter into the said property, Develop the property and construct a G plus III storied building thereon containing dwelling units and /or Ownership Flats with the best materials and in accordance with the sanctioned building plan and also the specification mention hereinafter at the cost of the Developer.

- 11) The Developer after necessary searching and being satisfied about the title of the Owner hereby agree to develop and /or caused to be develop the said property by constructing G plus III Storied building with best materials containing in the building dwelling units/ and or flats in accordance with specification plan sanctioned by the concerned authority and at his own costs and expenses and arrange his own finance and at his own risk and responsibility. Without causing any financial liability to the Owner.

DEVELOPER'S OBLIGATIONS

- 12) The Development of the said property by constructing, buildings containing dwelling units and / or ownership flats shall commence forthwith all earnestness in accordance with the specifications, plans, schemes and approvals of the competent authorities, rules regulations and bye laws of the authorities applicable at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever save as contained herein.

- 13) In constructing the buildings and providing dwelling units the Developer shall install in the said buildings at his own costs water storage tanks, overhead reservoirs, electrical installations, electrical wirings, water pipes and all other facilities and amenities attendant to dwelling units and/or ownership flats and/or

as required to be provided in such building to make the dwelling units for comfortable habitation.

TIME IS ESSENCE OF CONTRACT

- 14) The Developer covenant and agree to complete the Development Work and construction of the III storied building with all amenities therein and thereon within 18 months from the date of Sanctioned Plan.

DEVELOPER'S RIGHTS

- 15) The Developer shall be entitled to advertise in his own name about the said development of the property of and proposed sale of flats in the buildings to be constructed and to put up advertisement Board on the property.
- 16) The Developer shall be entitled to enter into any agreement with any building contractor, architect and appoint agents but not to assign the benefit of this contract, for the purpose of development of the said property in his own name and costs, risks and expenses.

OWNERS TO BE INDEMNIFIED

- 17) Notwithstanding anything contained in these presents the shall indemnify and keep indemnified the Owner against and from all losses, claims, damages, costs, charges and expenses that may be made, incurred or suffered by the Owner in relation to the said property, construction of new building and in relation thereto or for any breach of any contract by the Developer or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise.

OWNERS TO EXECUTE DOCUMENTS

- 18) The Owner shall at the request and costs, expenses and charges of the Developer, sign, execute from time to time all plans, applications for layouts, construction of the buildings and structures on the said property and all other documents that might be necessary for giving proper effect of these presents.

POWER OF ATTORNEY

- 19) The Owner shall at the costs of and request of the Developer execute Registered Development Power of Attorney in favour of the Developer giving him all necessary General powers required to carry out the work of development and completion of the project herein and also to sell out the Developer's Allocation to the Intending Purchaser/s. The Said power shall be executed on the date of execution of these presents.

OWNER'S UNDERTAKINGS

- 20) The Owner declare that she has not agree, committed to or contracted or entered into any agreement for sale or lease of the said property or any part thereof to any person other than the Developer and that she had not created any lien, charge, mortgage or encumbrances on the said property and that she would keep the said property free from encumbrances during the subsistence of these presents and if any contract exists in that event the Owner will clear the same at her own cost.
- 21) The Owner further declare that so far knowledge goes she has not done any act, thing, deed or mater whereby or by reason whereof the Development and construction of the said property and/or buildings may be affected or prevented in any manner whatsoever and that he undertakes to remove any possible

impediment to the implementation of these presents, if the same is within her power and control.

- 22) The Owner declare that she has not received and so far his knowledge goes the Government, Local Authority, Municipal Authority or any other Authority has not issued any notice affecting the said property or imposing any restriction on the development of the said property in the manner proposed herein.
- 23) The Owner hereby agree, covenant and undertake not to cause any interference by himself or through others in the development of the property or in the construction of the new buildings on the said property by the Developer or through his agents so long as the Developer construct the building as per plan sanctioned from KMC or do anything, deed or act preventing the Developer from disposing of, selling, assigning or disposing of or transferring any portion of the Developer's Allocation of the new building or to deal with the said Developer's Allocation in any manner whatsoever. Be it mentioned here that the Developer shall handover the Owner's Allocation prior to handover the Developer's Allocation to the intending Purchaser/s. if the Developer neglects to do sp in that event the Owner shall have every right to sue the Developer before the competent court.
- 24) The Owner agree to all pay municipal rates and taxes, and others outgoings in respect of the said property after taking Owner's Allocation and the Developer shall pay and bear all municipal rates and taxes and other outgoings from this day of execution of this agreement till he deliver possession of the Owners' Allocation to the owner from which date the Owner will pay such rates, taxes and

outgoings proportionate to the Owner's Allocation and the Developer will bear such rates, taxes and outgoings in respect of the Developer's Allocation.

25) On completion of the new building and after making the flat/s habitable in all respect the Developer shall give notice in writing to the Owner when the Owner would be at liberty to take possession on and from the date specified of the Owners' allocation in the new said building which is complete in all aspect.

On receipt of the notice on and from the date mentioned in the notice for taking possession the Owner which is complete in all aspect shall be responsible to pay all rates, taxes service charges and other outgoings in respect of common facilities in the building proportionate to the Owner's Allocation, and the intending Purchaser/s of Developers Allocation shall also be liable to pay all rates, taxes service charges and other outgoings in respect of common facilities in the building proportionately.

26) The roof right of the said building is common to all occupiers and every occupiers are entitled to use the roof for individual purpose without creating any disturbance to the others occupiers right.

SCHEME FOR MANAGEMENT

27) A Scheme shall be framed by the parties herein for the Management and Administration of the new building including the portions in common use and sharing the expenses of management, administration and maintenance of amenities in the said building including the user thereof and such scheme and

any rules and regulations framed under the scheme shall be binding on the occupiers of the said new building including in the Owner's Allocation and in the Developer's Allocation.

RESTRICTION AS TO USER OF THE BUILDING

- 28) Any transfer of any portion of the said building out of the Owner's Allocation by the Owner or developer's allocation shall be subject to the provisions contained herein and all occupiers shall be bound by the provisions contained in any agreement, rules, regulations, by laws and restrictions contained herein.
- 29) Neither the Owner nor the Developer nor any person occupying any portion of the said building whether in the Owner's Allocation or in the Developer's Allocation shall use or permit to be used his/her/their portion or space occupied by him or his agents for carrying on any illegal or immoral trade or activity or do or allow anything to be done that might cause any nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive materials, goods or products.
- 30) On performing his obligations under these presents if the Owner or Developer transfers any portion out of their respective allocations, such transfer shall be subject to the terms and conditions, restrictions and covenants contained herein and in any documents or conveyance that might be executed should recite about the transfer agreement.
- 31) It will be obligations of the Owner, the Developer and occupier of each portion of the said new building to keep the interior walls, floors, ceilings, fittings, electric wirings and gadgets, fixtures, appurtenances, pipes, drains, sewers and all other

amenities in their respective portions or spaces occupied by them in good repair and perfect working condition and take all possible steps to prevent any damage being caused to the building or any portion thereof or cause any inconvenience to the occupiers of any other portion of the said building and in case of failure to perform any of the obligations they shall be liable to indemnify the Owner/s, occupier/s or the persons suffering damages or injury.

- 32) The Owner, Developer, occupiers or their agents in the new building shall not keep any articles or display anything in the corridor or places of common use or do anything which might cause inconvenience or hindrances in any manner in the free movement of men and materials.
- 33) The Owner, Developer, their agents, nominees or occupiers of any portion of the said new building shall not throw or accumulate any dirt, rubbish, waster or refuse or permit or allow anybody to do the same inside the spaces meant for common use or in the compounds or in or about the building.
- 34) After formation of association the association of the building will decide that certain repairs, cleaning, testing or other things are necessary to be done in any portion of the new building, the Owner, Developer and Occupier, as the case may be, shall permit the management or its nominee with or without workmen and technicians on prior notice to enter into and upon the rooms, flats, spaces for the purpose of repairing, cleaning, testing maintaining, re-building or replacing drains, gas connections, electric wiring, water pipes, sanitary drains and/ or pipes and/or fittings and any other matter which might affect the enjoyment of

any portion of the said building by any person being the Owner/s or occupiers thereof.

DEED OF CONVEYANCE

- 35) After the delivery of possession of the Owners' Allocation as well as all the related dealings with the Owners in respect of the said construction, completion of construction of the building, and sale of flats, if any, the Developer shall make over the building formally to the Owner where upon the Owner shall directly execute and deliver one or more Deeds of Conveyance in favour of incoming purchaser/s, association and the Developer shall join therein as confirming Party, if so required, all the expenses being borne by the Developer and / or purchaser/s of flats.

NOT PARTNERSHIP OR JOINT VENTURE

- 36) The Parties hereby declare and agree that these presents do not constitute and the parties do not intend to be a partnership or joint venture or association of persons.

NOT A DEMISE

- 37) It is declared and agreed that these presents shall not be treated as a conveyance or demise or transfer of any right or title or interest in the said property to the Developer excepting the right to develop and /or construct III Storied building. These presents shall be treated only as a License in favour of the Developer to do all acts, things, and deeds expressly provided herein and contained in the Power of Attorney to be executed.

DELIVERY OF TITLE DEEDS

- 38) The Developer shall be entitled to inspect the title deeds in possession of the Owner and shall be entitled to delivery of such Xerox copies of title deeds and the Owners shall be responsible to show the original as and when that will be asked by the Developer.

FORCE MAJEURE

- 39) If either party be prevented from performing his part of the obligations under these presents due to the existence of force majeure such as earthquake, flood, riot, war, storm, tempest, civil commotion, blasts, malicious damages, fire or any other act or omission or cause beyond the control, or any unseen avoidable circumstances of the party concerned provided that the cause was not induced by the party himself.

COMPESNATION FOR BREACH

- 40) Either of the parties herein committing any breach of these presents or any of the terms hereof or unduly delays performance of his obligations herein shall be liable to pay compensation to the party aggrieved.

JURSDICTION

- 41) Only the Courts of Kolkata shall have jurisdiction to entertain try and determine or adjudicate all actions, suits and legal proceedings arising out of or in relation to these presents, the award of Arbitrator or otherwise between the parties herein.
- 42) Be it noted here that by this development agreement and the related development power of attorney, the Developer shall only be entitled to receive consideration money by executing Agreement/Final Document for transfer of property as per

provisions laid down in the said documents as a Developer without getting any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/Final Documents for transfer of property between the Owners and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land containing an area of said 03 (Three) Cottahs 12 (Chittacks) more or less comprised in Dag No. 4315, Khatian No. 269, J.L. No. 13, R.S. No. 233, Touzi No. 145, under Mouza Kasba, Being Municipal Premises No. 98, Purbachal Kalitala Road, P.S. – Garfa, Kolkata – 700078, South 24 Parganans, within the limits of the Kolkata Municipal Corporation, under Ward no. 106, Being Assessee No. 311061500988, which butted and bounded as follows:-

| | |
|--------------|-------------------------------|
| ON THE NORTH | BY KMC ROAD; |
| ON THE SOUTH | BY LAND OF DAG NO.4740; |
| ON THE EAST | BY LAND OF DAG NO. 4139/4315; |
| ON THE WEST | BY LAND OF DAG NO.4139/4315; |

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNER'S ALLOCATION

The Developer agrees to allocate the Owner one Ground floor Car Parking space, 50% of the First floor Southern side, 50% of the Second floor Northern side and 50% of the Third floor Southern side, of the proposed G plus III storied building, together with right of

common areas in the proposed building and besides that the Developer shall pay Rs.16,00,000/- (Rupees Sixteen Lacs) only as forfeit money, of which Rs. 5,00,000/- (Rupees Five Lacs) only on execution of this agreement and balance amount by different installments during the construction work.

DEVELOPERS ALLOCATION

ALL THAT the rest area after Owner's Allocation in the proposed G plus III storied building i.e. rest constructed area of Ground floor, 50% of the First floor Northern side, 50% of the Second floor Southern side and 50% of the Third floor Northern side, together with right of common areas in the proposed building, will be the Developer's Allocation.

THE THIRD SCHEDULE ABOVE REFERRED TO SPECIFICATION

FOUNDATION

RCC foundation and framed structure for ground floor to top floor, Cement – Ultra Tech.

WALL

All external walls will be 8" thick with Cement plastering; interior walls 3" thick and will be furnished with plaster of Parish, Outside colour of the Building.

CEMENT

Ultratech, Ambuja, Ramco etc,

IRON

ISI Mark.

DOORS

Sal Wooden Framed will be used for all doors and phenol bond commercial ply flush door will be provided with has bolt, with lock, chitkani.

WINDOWS

Sliding windows with glass and grill.

FLOORS

All floors or room, stair and verandah will be done with Floor tiles with skirting and stair will be of Marble.

TOILET & SANITARY FITTINGS

Flooring will be done with Floor tiles/Marble and wall tiles (glazed tiles) white unto 05 feet from floor level, one Western Commode (white colour). All sanitary fittings will be of PVC pipe concealed arrangements. All the pan will be white colour and outside all pipe (water and soil pipe) PVC will be provided, each flat consisting of one bath room only, two taps, one shower, all fittings will be of ISI mark, PVC door in bath room.

ELECTRIC :

All main lines and individual wiring should be of concealed type by copper flexible wire and PVC

pipes as per approved gauge. Earthing must be done as per CESC specification and regulations and be with copper wire of approved gauge.

- i) Bed room / Dining room/study room : 2 lights, two / one fan, one 5 amps, plug point.
- ii) Kitchen :- One Light, and one 15 amp plug point.
- ii) Toilet : One Light, one plug point.
- iii) Only one CESC meter for Owner.

EXTRA WORK

Any extra work other than out specification shall be Charged extra as decided by our Engineer and such amount shall be deposited before the execution of work.

TAXES

Taxes or any other consolidated demand is made for the land/building as a whole the same to be paid by the purchaser proportionate to area of apartment [from the date of possession].

KITCHEN

One kitchen sink, one tap on the sink, Black stone kitchen top 3' height tiles on the kitchen slab.

REGISTRATION

All cost of registration of unit to be paid by the buyer only.

- Over head and underground water tank, septic tank, 01 H.P. pump, Municipal water supply line connection, one common meter for common purpose.
- Maintenance charges shall be borne by the flat owners of the said premises/building.

SCHEDULE 'C' REFERRED TO ABOVE

(Common portion, services areas common to all co-flat owners of the said Building and common facilities)

- A) The foundations, columns, beams, grider, supports, main walls, corridors, lobbies, stairs, stairways, roof, common walls, boundary walls, entrance to and exits from the flat / building, gates ultimate roof and parapet walls being constructed on the said free hold land and intended for common user, meter spaces and other spaces and facilities whatsoever required for the establishment boundary walls including outside the walls of the said building and main gates.
- B) Installations of common services viz. electricity, water pipes, sewerage, drains, rain water pipes etc.
- C) Pump, Motor, pipes and all apparatus and installations to the said building.

- D) KMC water connection, water reservoir on the roof top and underground water tank, water distribution pipes line of the building, erected for common use of all the purchasers.
- E) KMC sewerage connections septic tank evolution sewerage pipe lines drains, sewers in the building and from the building for use of all the owners of the said building.
- F) Stairways, staircase, landing, lobbies, open spaces, windows etc and ultimate roof and roof top of the building.
- G) Lighting in the common space passages, including fixtures and fittings.
- H) Common electric meter, meter – box, space thereof along with fixture and fittings.
- I) Open space surrounding the said building of other owners. Flat owners shall keep the common passages open to sky.
- J) All other parts of the said building necessary for its existence, maintenance and safety for normally in common use of the owners of the respective flats along with right to enjoy the roof of the building and also right to use the roof for all ceremonial occasion and for maintaining TV Antenna, Disc. Antenna, Solar Panel or any other gadgets (without disturbing the co-flat owners / occupiers by reason).
- K) All other any other common facilities, benefits, privileges attributed to the premises.

SCHEDULE 'D' ABOVE REFERRED TO
(Common Expenses)

Common expenses and outgoings and obligations for which all the co-owners of the flats of the said premises are to contribute proportionately to the Association to be formed by them.

- A) The expenses for maintaining, repairing, painting, white washing, renovating the main structure of the building including the exterior of the building and also the common areas mentioned in this schedule and expenses for decorating the exteriors of the premises.

- B) The expenses of maintaining, repairing , renewing, replacing the main structure and in particular the drawing system, sewerage rain water discharge arrangement, water supply system and supply of electricity to all common areas mentioned in this schedule.

- C) All expenses for common cleaning, lighting of the passage, space, lobby, corridors, windows, staircases, roof and other common areas, of the building. All expenses for running and keep operational of all machinery equipments and installations in common areas viz. water pumps, motor etc and other fittings and apparatus and gadgets in common system already fitted or to be fitted along with the cost of repairing, replacing, renovating, or new purchasing for the common use of the purchasers.

- D) Salary, wages, fees and remuneration of darwan, caretaker, sweeper, plumber, electrician, mali or any other person whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof only to be decided by the Flat Owners Association for their common interest and purpose.
- E) All expenses for establishment and / or running the Association and miscellaneous expenses thereof may be incurred for common purpose.
- F) All other expenses and outgoings as are / may be incurred by of common services and in common with common areas and facilities.
- G) Such expenses as are necessary for or incidental to the maintenance and keeping of the premises and of the common areas, facilities and amenities.

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS I SMT. ANJANA MAJUMDER (PAN NO. ADRPM4251F/AADHAAR NO. 9777 9454 1270/D.O.B. 01-01-1964) Wife of Sri Tapan Kumar Majumder, by faith - Hindu, by occupation – Housewife, Indian National, residing at- 387, Ashok Road, Ganguly Bagan, P.O. – Garia, P.S. – Patuli, Kolkata-700084, Dist- South 24 Parganas, do here by affirm and declare as follows;

WHEREAS I am the absolute owner of ALL THAT the piece and parcel of land containing an area of said 03 (Three) Cottahs 12 (Chittacks) more or less comprised in Dag No. 4315, Khatian No. 269, J.L. No. 13, R.S. No. 233, Touzi No. 145, under Mouza Kasba, Being Municipal Premises No. 98, Purbachal Kalitala Road, P.S. – Garfa, Kolkata – 700078, South 24 Parganans, within the limits of the Kolkata Municipal Corporation, under Ward no. 106, Being Assessee No. 311061500988 and I have entered in to a Registered Development Agreement, with 'M/S RUPESH DUTTA', a proprietorship business represented by its proprietor SRI RUPESH DUTTA, (PAN NO. AIBPD1725G / AADHAR NO. 8260 6151 7655/MOB. NO. 9830956899) son of Late Sudhangshu Sekhar Dutta, by faith – Hindu, by occupation – Business, residing at - 38, Nibedita Road, P.O. – Haltu, Police Station – Garfa [formerly Kasba], Kolkata – 700078, District South 24 Parganas, to develop our aforesaid property and for such it would not be possible for us to look after individually our said property.

THAT I do hereby and hereunder appoint 'M/S RUPESH DUTTA', a proprietorship business represented by its proprietor SRI RUPESH DUTTA, (PAN NO. AIBPD1725G /

AADHAR NO. 8260 6151 7655/MOB. NO. 9830956899) son of Late Sudhangshu Sekhar Dutta, by faith – Hindu, by occupation – Business, residing at - 38, Nibedita Road, P.O. – Haltu, Police Station – Garfa [formerly Kasba], Kolkata – 700078, District South 24 Parganas, as my constituted attorney to do all acts, things and deeds in my name and on my behalf.

NOW BY THIS POWER OF ATTORNEY, I do hereby and hereunder appoint, engage, constitute and empower the above named attorney to do any and all of the activities for and on my behalf.

1. To look after and supervise and administer my property as mentioned in the schedule written hereunder in my name and on my behalf.
2. To appear before the CESC, KMDA, BLRO & other offices in respect of our Schedule mentioned property and to sign in necessary documents in my name on my behalf.
3. To do all such acts, deeds and things in my name and on my behalf in respect of the said property as mentioned herein under for proper administration thereof.
4. To submit application/s to the KMC and other authorities for approval of building plan in my name and on my behalf.
5. To obtain delivery of the sanctioned copies of plans and related documents on my behalf and to sign in all documents in my name and on my behalf.

6. To deposit taxes, charges, fees etc. as and when asked by any authority or authorities in my name and on my behalf and to sign in all documents in my name and on my behalf.
7. To appear before the Kolkata Municipal Corporation in respect of my schedule mentioned property for building plan, sewerage connection, drainage connection, Water connection, completion certificate and other necessary permissions on my behalf and to sign in my name and on my behalf in necessary documents.
8. To file suit, Appeal, Revision and make application to file petition in any Court of Law to protect my right and interest in my said property and to contest any suit, appeal, revision etc. by filing written objection and for such purpose to appoint any Lawyer, Barrister at his own choice on my behalf.
9. To appear and represent me before any Notary, Registrar of assurance, District Registrar, Sub- Registrar, Metropolitan Magistrate and other officers or authorities having jurisdiction and to present for registration and to acknowledge and register or have registered and perfect all agreement for sale, declaration, Affidavit and / or deed of Conveyance etc. executed and signed by my said Attorney in any manner concerning the Developer's Allocation as mentioned in the Development Agreement and to receive the consideration money, in respect of the Developer's Allocation as mentioned in the Development Agreement i.e. entire ground and first floor, according to the sanctioned plan to be sanctioned from the KMC in the proposed G plus III storied



building, together with right of common areas in the proposed building save and except the Owner's Allocation as stated in the Development Agreement,

AND GENERALLY to do all acts, deeds and things in our name as I could have lawfully done and we hereby ratify and confirm and agree to ratify all and whatsoever my said Attorney shall lawfully do arise to be done in or about the said premises as aforesaid.

I do hereby agree to confirm and ratify all and whatsoever my said Attorney shall under this power in that behalf hereinbefore contained lawfully do or cause to be done in connection with the property mentioned in the schedule hereunder.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land containing an area of said 03 (Three) Cottahs 12 (Chittacks) more or less comprised in Dag No. 4315, Khatian No. 269, J.L. No. 13, R.S. No. 233, Touzi No. 145, under Mouza Kasba, Being Municipal Premises No. 98, Purbachal Kalitala Road, P.S. – Garfa, Kolkata – 700078, South 24 Parganans, within the limits of the Kolkata Municipal Corporation, under Ward no. 106, Being Assessee No. 311061500988, which butted and bounded as follows:-

| | |
|--------------|-------------------------------|
| ON THE NORTH | BY KMC ROAD; |
| ON THE SOUTH | BY LAND OF DAG NO.4740; |
| ON THE EAST | BY LAND OF DAG NO. 4139/4315; |
| ON THE WEST | BY LAND OF DAG NO.4139/4315; |

(ZONE – PURBACHAL KALITALA - PURBACHAL KALITALA)

IN WITNESSES WHEREOF the parties hereto have hereunto executed these presents on
the day, month and year first above written.

SIGNED & DELIVERED

By the both the "PARTIES" at

Kolkata in the Presence of: -

1. Disha Mahato
Advocate
Alipore Judges' court
K-7-27.

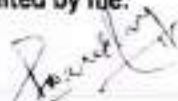
Ansana Mazumder
OWNER

2. Rajish Ghosh
20/1 Chetani Street
Kul-27

M/S. RUPESH DUTTA
Rupesh Dutta
Proprietor

DEVELOPER

Drafted by me:


(PRANAB RAY)
Advocate
Alipore Judges Court Kolkata -700 027.
EN. NO. F-658/612/2000.

MONEY RECEIPT

I the with named Owner herein do here by received Rs. 5,00,000/- (Rupees Five Lacs) only by cheque/Cash as forfeit money from the with named Developers on this day of execution of this agreement.

| SL | DATE | CH.NO. | BANK | AMOUNT |
|----|------------|--------|------|-------------|
| 17 | 28-02-2025 | 000105 | HDFC | 5,00,000.00 |
| | | | | |
| | | | | |

Rupak Dutta

WITNESSES:

1. Disha Mahato
Attocate

Ansana Masumder
OWNER

2. Rajesh Singh



| HAND | THUMB | INDEX FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
|------------|-------|--------------|---------------|-------------|---------------|
| LEFT HAND | | | | | |
| RIGHT HAND | | | | | |

SIGNATURE

Rupali Dutta



| HAND | THUMB | INDEX FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
|------------|-------|--------------|---------------|-------------|---------------|
| LEFT HAND | | | | | |
| RIGHT HAND | | | | | |

SIGNATURE

Anjana Masumder

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



192024250422612698

GRN Details

| | | | |
|-------------------|---------------------|---------------------|-------------------------|
| GRN: | 192024250422612698 | Payment Mode: | SBI Epay |
| GRN Date: | 27/02/2025 10:44:32 | Bank/Gateway: | SBICPay Payment Gateway |
| BRN : | 4563314354955 | BRN Date: | 27/02/2025 10:44:47 |
| Gateway Ref ID: | 0975962470 | Method: | ICICI Bank - Retail NB |
| GRIPS Payment ID: | 270220252042261266 | Payment Init. Date: | 27/02/2025 10:44:32 |
| Payment Status: | Successful | Payment Ref. No: | 2000585544/1/2025 |

[Query No* Query Year]

Depositor Details

| | |
|---------------------------|---------------------------|
| Depositor's Name: | Mr PRANAB RAY |
| Address: | 7Z/2, P G 1ST LANE KOL 39 |
| Mobile: | 9836382885 |
| Period From (dd/mm/yyyy): | 27/02/2025 |
| Period To (dd/mm/yyyy): | 27/02/2025 |
| Payment Ref ID: | 2000585544/1/2025 |
| Dept Ref ID/DRN: | 2000585544/1/2025 |

Payment Details

| Sl. No. | Payment Ref No | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|--------------|
| 1 | 2000585544/1/2025 | Property Registration- Stamp duty | 0030-02-103-003-02 | 40071 |
| 2 | 2000585544/1/2025 | Property Registration- Registration Fees | 0030-03-104-001-16 | 5028 |
| | | | Total | 45099 |

IN WORDS: FORTY FIVE THOUSAND NINETY NINE ONLY.

Major Information of the Deed




| | | | |
|--|--|---|------------|
| Deed No : | I-1603-03634/2025 | Date of Registration | 28/02/2025 |
| Query No / Year | 1603-2000585544/2025 | Office where deed is registered | |
| Query Date | 27/02/2025 1:30:18 AM | D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas | |
| Applicant Name, Address & Other Details | PRANAB RAY 7Z/2 PICNIC GARDEN 1ST LANE,Thana : Karaya, District : Kolkata, WEST BENGAL, PIN - 700039, Mobile No. : 7980777698, Status :Advocate | | |
| 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 : 5,00,000/-] | | |
| Set Forth value | Market Value | | |
| | Rs. 1,87,50,000/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 40,171/- (Article:48(g)) | Rs. 5,060/- (Article:E, E, E,) | | |
| 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: Purbachal Kalitala Road, Road Zone : (Purbachal Kalitala – Purbachal Kalitala) , , Premises No: 98, , 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 | 3 Katha 12 Chatak | | 1,87,50,000/- | Property is on Road |
| Grand Total : | | | | 6.1875Dec | 0/- | 187,50,000 /- | |

Land Lord Details :




| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|-------|---|---|---|---|
| 1 | Name | Photo | Finger Print | Signature |
| | Mrs ANJANA MAJUMDER Wife of Mr TAPAN KUMAR MAJUMDER Executed by: Self, Date of Execution: 28/02/2025 , Admitted by: Self, Date of Admission: 28/02/2025 ,Place : Office |  |  Captured |  |
| | | 28/02/2025 | | 28/02/2025 |

387, ASHOK ROAD, GANGULY BAGAN, City:- , P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.:: ADxxxxxx1F, Aadhaar No: 97xxxxxxxx1270, Status :Individual, Executed by: Self, Date of Execution: 28/02/2025 , Admitted by: Self, Date of Admission: 28/02/2025 ,Place : Office


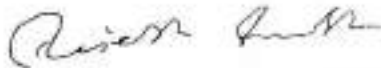
Developer Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | RUPESH DUTTA 38, NIBEDITA ROAD, City:- , P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Date of Incorporation:XX-XX-1XX5 , PAN No.:: Alxxxxxx5G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | |
|--|---|--|--|---|
| 1 | Name | Photo | Finger Print | Signature |
| | Mr RUPESH DUTTA (Presentant) Son of Late SUDHANGSHU SEKHAR DUTTA Date of Execution - 28/02/2025, , Admitted by: Self, Date of Admission: 28/02/2025, Place of Admission of Execution: Office |  Feb 28 2025 12:17PM |  Captured LTI 28/02/2025 |  28/02/2025 |
| 38, NIBEDITA 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, Date of Birth:XX-XX-1XX5 , PAN No.:: Alxxxxxx5G, Aadhaar No: 82xxxxxxxx7655 Status : Representative, Representative of : RUPESH DUTTA | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|---|---|---|
| Mr RAJESH SINGH Son of Mr HARI SINGH 20/1, CHETLAHAT ROAD, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027 |  |  Captured |  |
| | 28/02/2025 | 28/02/2025 | 28/02/2025 |
| Identifier Of Mrs ANJANA MAJUMDER, Mr RUPESH DUTTA | | | |

Transfer of property for L1

| SI.No | From | To. with area (Name-Area) |
|-------|---------------------|---------------------------|
| 1 | Mrs ANJANA MAJUMDER | RUPESH DUTTA-6.1875 Dec |

Endorsement For Deed Number : I - 160303634 / 2025

On 28-02-2025

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.

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

Presented for registration at 10:48 hrs on 28-02-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr RUPESH DUTTA ,.

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 1,87,50,000/-

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

Execution is admitted on 28/02/2025 by Mrs ANJANA MAJUMDER, Wife of Mr TAPAN KUMAR MAJUMDER, 387, ASHOK ROAD, GANGULY BAGAN, P.O: GARIA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife

Indetified by Mr RAJESH SINGH, , Son of Mr HARI SINGH, 20/1, CHETLAHAT ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

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

Execution is admitted on 28-02-2025 by Mr RUPESH DUTTA,

Indetified by Mr RAJESH SINGH, , Son of Mr HARI SINGH, 20/1, CHETLAHAT ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,060.00/- (B = Rs 5,000.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 5,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/02/2025 10:44AM with Govt. Ref. No: 192024250422612698 on 27-02-2025, Amount Rs: 5,028/-, Bank: SBI EPay (SBlePay), Ref. No. 4563314354955 on 27-02-2025, 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 Stamp Rs 100.00/-, by online = Rs 40,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 28037, Amount: Rs.100.00/-, Date of Purchase: 26/11/2024, Vendor name: S DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 27/02/2025 10:44AM with Govt. Ref. No: 192024250422612698 on 27-02-2025, Amount Rs: 40,071/-, Bank: SBI EPay (SBlePay), Ref. No. 4563314354955 on 27-02-2025, Head of Account 0030-02-103-003-02

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

