

01802/21 1-1837/21-01787/2

# भारतीय गैर न्यायिक

पचास  
रुपये

₹.50

भारत

FIFTY  
RUPEES

Rs.50

राष्ट्रपति के द्वारा

INDIA

INDIA NON JUDICIAL

पश्चिम बंगल पश्चिम बंगाल WEST BENGAL

AC 800821

3/25/21  
Q-630888/21

Certified that the document is admitted in  
registration. The signature sheets and the  
endorsement sheets attached and the  
document are the part of the document.

District Sub-Registrar  
Alipore, South 2a Pargana

25 MAR 2021

30 MAR 2021

## DEVELOPMENT AGREEMENT

along with DEVELOPMENT POWER OF ATTORNEY

**THIS AGREEMENT FOR DEVELOPMENT ALONG WITH**

**DEVELOPMENT POWER OF ATTORNEY** is made this the 25<sup>th</sup>

day of March, 2021 (Two Thousand Twenty-One) **BETWEEN;**

2727

22 MAR 2021

NO. .... DATE..... RS 50/-  
NAME..... A. Mondal (Adv)  
ADDRESS..... Alipore Judges Court  
A. K. SAMARATI  
SIGNATURE



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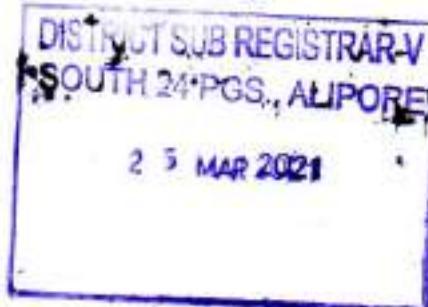
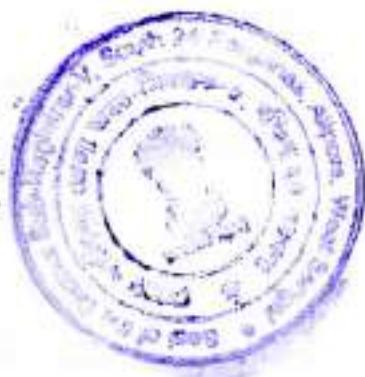
25 MAR 2021

Antarjoot Mondal  
Antarjoot Mondal  
B.A., LL.B. Advocate  
Alipore Judges & Police Court.

**SRI SWAPAN MONDAL**, having PAN : ASWPM5346D, Aadhaar No.3080 4187 3063, son of Late Bipad Baran Mondal, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 239, Nabodip, Nayabad, Post Office : Mukundapur, Police Station : Purba Jadavpur, Kolkata : 700099, District : 24 Parganas (South), hereinafter called and referred to as "the **OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**STRS ENTERPRISE**, having PAN : ACWFS5048L, a Partnership Firm, having its Office at 244, Nayabad, Daspara, Post Office : Mukundapur, Police Station : Purba Jadavpur, Kolkata : 700099, District : 24 Parganas (South), represented by its Partners namely, (1) **SRI SUBHAS DAS**, having PAN : BIKPD5197G, Aadhaar No.4847 8858 4465, son of Sri Nakul Chandra Das, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village : Ranabhatia, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South), (2) **SRI TAPAN PANJA**,



having PAN : CKPPP6288J, Aadhaar No.2327 7804 6227, son of Late Sarat Panja, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village : Ranabhatia, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South), (3) **SRI RIPAN HAOLADAR**, having PAN : AMPPH8725E, Aadhaar No.2930 5094 1804, son of Sri Premananda Haoladar, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village : Panchpota, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South) and (4) **SRI SHUMANGAL DHALI**, having PAN : AMXPD2295H, Aadhaar No.2991 5869 0626, son of Late Mahendra Dhali, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village : Panchpota, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South), hereinafter called and referred to as "the **DEVELOPER**" (which term or expression shall unless excluded, by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

**WHEREAS** originally one Bhanga Bag was the recorded Owner in respect of **ALL THAT** piece and parcel of land measuring



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about 2.63 Sataks more or less, situate and lying at Mouza : Nayabad, Pargana : Khaspur, J.L. No.25, R.S. No.3, Touzi No.56, under R.S. Khatian No.76, appertaining to R.S. Dag No.158, at present within the limits of the Kolkata Municipal Corporation, Ward No.109, under Police Station : Purba Jadavpur, Kolkata : 700099, District Sub-Registry Office at Alipore, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto.

**AND WHEREAS** while absolutely seized and possessed the aforesaid property as Owner thereof, said Bhanga Bag sold, transferred and conveyed land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks 5 (Five) Square Feet more or less together with other landed properties out of his aforesaid property unto and in favour of one Bipad Baran Mondal by virtue of a registered Deed of Bengali Kobala for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 5<sup>th</sup> March, 1969 in the Office of the Sub-Registrar at Alipore and recorded in Book No.I, Volume No.26, Pages 180 to 184, Being No.1062 for the year 1969.

**AND WHEREAS** after such purchase, said Bipad Baran Mondal became the sole and absolute Owner of the aforesaid property



and while absolutely seized and possessed the same as Owner thereof, he sold, transferred and conveyed his aforesaid property containing total land measuring about 6 (Six) Cottahs 12 (Twelve) Chittacks 17 (Seventeen) Square Feet more or less unto and in favour of one Smt. Kana Nag by virtue of a registered Deed of Bengali Kobala for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 16<sup>th</sup> September, 1986 in the Office of the District Registrar at Alipore and recorded in Book No.I, Volume No.325, Pages 155 to 164, Being No.16520 for the year 1986.

**AND WHEREAS** after such purchase, said Smt. Kana Nag became the sole and absolute Owner of the aforesaid property and while absolutely seized and possessed the same as Owner thereof, she sold, transferred and conveyed land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks 5 (Five) Square Feet more or less unto and in favour of one Swapan Mondal by virtue of a registered Deed of Bengali Kobala for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 25<sup>th</sup> July, 2002 in the Office of the District Sub-Registrar - III at Alipore and recorded in Book No.I, Volume No.7, Pages 1201 to 1230, Being No.01267 for the year 2003.



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**AND WHEREAS** while absolutely seized and possessed the aforesaid property as Owner thereof, said Swapna Mondal gifted away a portion of land measuring about 1 (One) Cottah 8 (Eight) Chittacks 43 (Forty-Three) Square Feet more or less out of his aforesaid property unto and in favour of his son Avishek Mondal by virtue of a registered Deed of Gift absolutely and forever. The aforesaid Deed was duly registered on 2<sup>nd</sup> August, 2019 in the Office of the District Sub-Registrar - IV at Alipore and recorded in Book No.I, Volume No.1630-2019, Pages 70582 to 70611, Being No.163001831 for the year 2019.

**AND WHEREAS** the Owner herein duly mutated his name with the Office of the B.L. & L.R.O. in respect of his aforesaid property vide Mutation Case No.708/2012 being Memo No.18/Mut/10/BLLRO/ATM Kasba dated 1<sup>st</sup> January, 2013 and used to pay necessary rents and rates to the said Authority.

**AND WHEREAS** the Owner herein also converted the nature of the land from "SALI" to "BASTU" with the Office of the B.L. & L.R.O. vide Memo No.17/1409/Con Certificate/BLLRO/S 24 Pgs/Kol/2020 dated 7<sup>th</sup> August, 2020 passed in Conversation Case No.409/2020 dated 19<sup>th</sup> March, 2020.



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**AND WHEREAS** the Owner herein also mutated his name with the Office of the Kolkata Municipal Corporation and after such mutation, the aforesaid property known and numbered as Municipal Premises No.3782, Nayabad, Police Station : Purba Jadavpur, Kolkata : 700099, under Ward No.109, being Assessee No.31-109-08-9419-9 and paying taxes thereto.

**AND WHEREAS** after such gift, now said Swapan Mondal, the Owner herein, being the sole and absolute Owner seized and possessed of **ALL THAT** piece and parcel of land measuring about 4 (Four) Cottahs 1 (One) Chittack 7 (Seven) Square Feet more or less, situate and lying at Mouza : Nayabad, Pargana : Khaspur, J.L. No.25, R.S. No.3, Touzi No.56, under R.S. Khatian No.76, appertaining to R.S. Dag No.138, being known and numbered as Municipal Premises No.3782, Nayabad, Police Station : Purba Jadavpur, Kolkata : 700099, under Ward No.109, District Sub-Registry Office at Alipore, District : 24 Parganas (South), morefully described in the **SCHEDULE : "A"** hereunder written and hereinafter called and referred to as "the **SAID PROPERTY**" and since then has been possessing the same uninterruptedly without any interruption from any corner.

**AND WHEREAS** the Owner has decided to develop his said property by raising a G+III storied Building thereon in



accordance with the sanction of the Building Plan, which is to be sanctioned from the Competent Authority.

**AND WHEREAS** the Owner has got no such expertise for construction of any Building and for that he has decided to develop his said property through a competent Developer, who has enough credential in the arena of development.

**AND WHEREAS** while in search of a Developer, the Owner came across with the Developer herein and after prolong discussion held between the Parties, ultimately the Owner has agreed to develop his said property through the Developer herein considering under the terms and conditions, which are explicitly described hereunder below.

**AND WHEREAS** the Owner has declared and represented as under :-

1. The property of the Owner is absolutely free from all encumbrances, mortgages, attachments, lien and lis pendences whatsoever and howsoever.
2. That the said property does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.



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3. That the Owner is not defaulter in payment of tax or any other statutory liability leading to first charge or to attachment and/or sale of the said property under Public Demands Recovery Act.
4. That the Owner has not heretofore entered into any Agreement for Sale of the said property or any portion thereof nor has he bounds himself by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property or any portion thereof.
5. That he has absolute right and /indivisible title and absolute power and authority to deal its said property and every part thereof in any manner he may prefer.

**AND WHEREAS** the Owner is desirous to have the said property developed for better utilization of the space available therein.

**AND WHEREAS** the Owner was in search of a Developer, who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said property by constructing a proposed Building/s by investing



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necessary funds required for the purpose of construction and other incidentals thereof.

**AND WHEREAS** the Developer approached the Owner with the proposal that it would be able to construct a proposed Building/s upon the said property consisting of several Flat/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation in accordance with the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation with its own funds and resources.

**AND WHEREAS** to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-

**ARTICLE : "I"**

(DEFINITIONS)

1. **OWNER** :-

Shall mean **SRI SWAPAN MONDAL**, son of Late Bipad Baran Mondal of 239, Nabodip, Nayabad, Post Office :



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Mukundapur, Police Station : Purba Jadavpur, Kolkata : 700099, District : 24 Parganas (South) and his heirs, executors, successors, administrators, legal representatives and assigns.

2. **DEVELOPER** :-

Shall mean **STRS ENTERPRISE**, a Partnership Firm, having its Office at 244, Nayabad, Daspara, Post Office : Mukundapur, Police Station : Purba Jadavpur, Kolkata : 700099, District : 24 Parganas (South), represented by its Partners namely, (1) **SRI SUBHAS DAS**, son of Sri Nakul Chandra Das, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village : Ranabhatia, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South), (2) **SRI TAPAN PANJA**, son of Late Sarat Panja, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village : Ranabhatia, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South), (3) **SRI RIPAN HAOLADAR**, son of Sri Premananda Haoladar, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village :



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Panchpota, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South) and (4) **SRI SHUMANGAL DHALI**, son of Late Mahendra Dhali, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village : Panchpota, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South) and its successors-in-office and assigns.

3. **THE SAID PROPERTY** :-

Shall mean **ALL THAT** piece and parcel of land measuring about 4 (Four) Cottahs 1 (One) Chittack 7 (Seven) Square Feet more or less together with R.T. shed measuring about 100 (One Hundred) Square Feet more or less standing thereon, situate and lying at Mouza : Nayabad, Pargana : Khaspur, J.L. No.25, R.S. No.3, Touzi No.56, under R.S. Khatian No.76, appertaining to R.S. Dag No.158, being known and numbered as Municipal Premises No.3782, Nayabad, Police Station : Purba Jadavpur, Kolkata : 700099, under Ward No.109, District Sub-Registry Office at Alipore, District : 24 Parganas (South).



4. **TIME** :-

Shall mean the construction shall be completed in all respect positively should be ready for possession within 24 (Twenty-Four) months from the date of execution of this Agreement and/or handing over peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter.

5. **UNIT** :-

Shall mean the residential Flat/s, Car Parking Space/s and/or other space(s) in the Project to be constructed by Developer and/or constructed area capable of being exclusively occupied and enjoyed independently including proportionate Common Area.

6. **SPECIFICATION** :-

Shall mean the specification for the said project as mentioned in the **SCHEDULE** : "D" hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

7. **SUPER-STRUCTURES** :-

Shall mean RCC piling, foundation, basement, if any, R.C.C. columns, all slabs, beams, staircase, lift shafts, stair head room, Lift machine room and all walls etc.



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8. **CAR PARKING SPACE** :-

Shall mean all the space at the Ground Floor level of the Project, whether open or covered, expressed or intended to be reserved for parking of medium size motor cars/scooters.

9. **MARKETING** :-

Shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the project to any transferee for owning any residential unit and/or other constructed space by the Developer with the knowledge of the Owner.

10. **BUILDING PLAN** :-

Shall mean and include the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation and/or other relevant Authority and all other drawings, specifications for construction, maps or revised Plan as shall be sanctioned in the name of the Owner by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the land and construction of G+III storied Building/s thereon consisting of several residential Flat/s, Car Parking



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Space/s and other space/s etc. on the said property and/or modification thereof made or caused by the Developer in the name of the Owner duly signed by the Owner or his duly authorized agents or Attorney and approved.

11. **ARCHITECT/L.B.S.** :-

Shall mean a qualified Architect/L.B.S., who will be appointed by the Developer for development of the said property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owner of such appointment.

12. **BUILDING** :-

Shall mean the proposed G+III storied Building/s to be constructed on the said property as per sanction Plan, which is to be sanctioned from the Kolkata Municipal Corporation and/or other relevant Authority and drawings and specifications of constructions, morefully described in the **SCHEDULE : "D"** hereunder written.

13. **OWNER'S ALLOCATION** :-

Shall mean that in the instant Development Agreement the Owner shall be given at the first instance free of cost



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get one Flat having super built up area of 1450 (One Thousand Four Hundred Fifty) Square Feet more or less on the Second Floor at its South-Eastern side, another one Flat having super built up area of 835 (Eight Hundred Thirty-Five) Square Feet more or less on the Second Floor at its South-Western side and another one Flat having super built up area of 790 (Seven Hundred Ninety) Square Feet more or less on the Third Floor at its South-Western side along with 45% of the Car Parking Space in the Ground Floor from the proposed Building in finished and complete condition, which consists of several Flat/s, Car Parking Space/s and other space/s together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided, more fully described in the **SCHEDULE : "B"** hereunder written. The Owner shall be given the aforesaid allocation in lieu of its said property being allowed for development by the Developer and the aforesaid Owner's allocation will be demarcated after getting Plan sanctioned from the Kolkata Municipal Corporation and/or other relevant Authority by correspondences.

14. **DEVELOPER'S ALLOCATION :-**

Shall mean the rests and remaining portions of the proposed Building/s in the said property save and except



the Owner's allocation. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said property, morefully described in the **SCHEDULE** : "C" hereunder written, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and Space/s to the intending Flat Buyers through Power of Attorney and to take advances and total consideration from them without any objection or interruption from the Owner.

15. **SALEABLE AREA** :-

Shall mean the Flat/s, Car Parking Space/s and other space/s in the proposed Building/s, which are available for independent use and occupation of the Transferees and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.



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16. **COMMON AREAS AND FACILITIES :-**

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump rooms, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

17. **SUPER BUILT UP AREA :-**

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flat(s)/Space(s) shall the common areas, common utilities as may be provided in the proposed Building/s.



18. **TOGETHER** :-

With its grammatical variation shall mean the transfer by way of sale of the Flat/s, Car Parking Space/s and Space/s excepting the Owner's allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flat/s, Garage/s and Space/s in the Building/s to be constructed thereon.

19. **TRANSFeree(S)/PURCHASER(S)** :-

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom any Flat/s, and Car Parking Space/s in the proposed Building/s to be constructed thereon will be transferred.

20. **COMMON PURPOSES** :-

Shall mean and include the purpose of managing, maintaining and up keeping of the Project as a while in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Co-transferees, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the Co-Transferees and relating to



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their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

21. **ASSOCIATION** :-

Shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society as may be formed by Developer for the Common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

22. **DATE OF COMMENCEMENT OF LIABILITY** :-

Shall mean the date on which Owner shall take the actual physical possession of its allocation after the fulfillment of all its liabilities and obligations hereinafter or the next date after expiry of the Completion Notice, irrespective of whether Owner takes the actual physical possession or not, whichever is earlier.

23. **COMMON EXPENSES** :-

Shall mean and include all expenses for maintenance, management, upkeep and administration of the common



Areas, Facilities and Amenities and for rendition of common services in common to the co-transferees and all other expenses for the Common Purpose including those mentioned in the **SCHEDULE : "F"** hereunder written to be contributed, borne, paid and shared by the co-transferees. Provided however the charges payable on account of Air-conditioning, Generator and Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the maintenance in-charge of the project.

24. **MAINTENANCE-IN-CHARGE** :-

Shall mean and include such agency or any outside agency to be appointed by the Developer and the Owner under this Agreement for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

25. **PROPORTIONATE OR PROPORTIONATELY** :-

According to the context shall mean the proportion in which the built up area of any Unit or Units may bear to



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the built-up area of all the Units in the Project provided that where it refers to the share of Owner's in the Project.

26. **SIGNAGE SPACE** :-

Shall mean all signage and display spaces in the project and the exterior of the project including the roofs, car parking area and the open areas of the Project as also the boundary walls of the project.

27. **INTERPRETATION** :-

In this Agreement save and except as otherwise expressly provided :-

A. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.

B. The division of the Agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.



- C. When calculating the period of time within which or following which any act is to be done or step taken pursuant to the Agreement, the date which is the reference day in calculation such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- D. The words "herein", "hereof", "hereunder", "hereafter" and "hereto" and words of similar import refer to this Agreement as a whole and not to any particular Article or section thereof.
- E. Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

Any reference to any Agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.



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**ARTICLE : "II"**

(TITLE AND DECLARATION)

1. The Owner hereby declares that he has good and absolute right, title and interest in the said property as mentioned in the **SCHEDULE : "A"** hereunder written without any claim of any right, title or interest of any person/s adversely against the Owner. The Developer is free and at liberty to make such investigations with regard to the title of the Owner and has satisfied himself with the right, title and interest of the Owner. Simultaneously of with the signing of this Agreement, the Owner has handed over khas, peaceful, vacant possession of the said property and the Developer has taken khas, peaceful, vacant possession of the said property.
2. The Owner hereby undertakes and assures that the Developer will be entitled to construct and complete the entire proposed Building/s and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owner of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said property without any interference of or from the Owner or



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any other person/s claiming through under or in trust for the Owner. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owner shall have no claim to the said sale proceeds.

**ARTICLE : "III"**

(EXPLORATION AND DEVELOPMENT RIGHTS)

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Owner hereby irrecoverably grants to the Developer to develop the said land and the Developer hereby accepts the exclusive right, authority and authorization to undertake at its cost and on its own or through contractors and Sub-Contractors, the development of the Project and construction of the Project on the said Land as per the plans/specifications to the approved and/or sanctioned by the Kolkata Municipal Corporation and in accordance with all other permissions as are required and to exercise and/or enjoy the rights, powers, privileges, authorizations and entitlements as set forth in this Agreement.

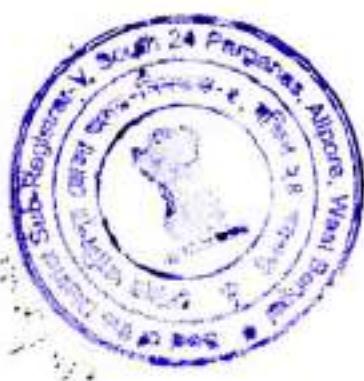
**ARTICLE : "IV"**

(OWNER'S COVENANTS AND REPRESENTATIONS)

The Owner has assured, represented and warranted to the Developer as follows:-



- A. That the Owner is in vacant and peaceful possession of the said land.
- B. That the said Land is free from all encumbrances, mortgages, charges, liens, lispendences, attachments, acquisitions, requisitions and/or trusts of whatsoever or howsoever nature.
- C. That the said land has a good clear marketable title.
- D. The said Land is not affected by any acquisition or requisition scheme of the Government.
- E. That there is no impediment in developing the said land for construction of the project.
- F. That the Owner has not entered into any Agreement for Sale and transfer nor has created any interest of third party into or upon the said Land or any part or portion thereof.
- G. Relying on the representations of the Owner and believing the same to be true and correct and acting on good faith



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thereof, the Developer has agreed to develop the said Land by construction of a project thereon on the terms and conditions mentioned hereinafter.

H. It is hereby agreed that Name of the Project will be of  
**"STRS - PHASE : I".**

**ARTICLE : "V"**

**(THE DEVELOPER'S REPRESENTATION)**

The Developer has represented and warranted to Owner that the Developer is carrying on business of construction and development of real estate and has sufficient infrastructure and expertise to carry out the project.

**ARTICLE : "VI"**

**(DEVELOPMENT OF THE SAID LAND BY CONSTRUCTION AND COMMERCIAL EXPLOITATION OF PROJECT)**

A. The Developer has to decide the scope of the project i.e. the development of the said Land by construction of the project thereon, and commercial exploitation of the project.

B. The Owner shall sign, execute and register a Power of Attorney authorizing the Developer or its Officers to act,



do and perform all or any of the obligations of Owner mentioned above.

- C. The Owner hereby authorizes the Developer to appoint the Architect and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owner shall have no liability or responsibility.
- D. The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owner construct erect and complete the Project in pursuant to the final plans to be sanctioned by The Kolkata Municipal Corporation and as per the specifications mentioned in the Fourth **SCHEDULE** hereunder and/or as be recommended by the Architect from time to time.
- E. The Developer shall start the foundation work i.e. commencement of work of the project at site within 60 (Sixty) days from the date of receiving the final sanction of



plans (commencement of construction) and the Developer shall construct, erect and complete the Project within a period of 24 (Twenty-Four) months from the date of execution of this Agreement and/or handing over peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter subject to force majeure and subject to what herein provided.

- F. The Developer shall at its own costs install and erect in the project, pump, water storage tanks, overhead reservoirs, water and sewage connection, and all other necessary amenities.
- G. The Developer shall be authorized in the name of the Owner to apply for and obtain at its own cost of temporary connections of water, electricity, derange and sewerage.

**ARTICLE : "VII"**

(COMMENCEMENT)

- A. The parties hereby accept the Basic Understanding between them as recorded above and all other terms and



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conditions mentioned in this Agreement. In consideration of the Developer agreeing to construct the Owner's allocation, the Developer shall be entitled to take over and Owner is hereby allotted as mentioned in Owner's allocation.

- B. By virtue of the rights hereby granted the Developer is authorized to build upon and deal with and/or exploit commercially the said land by (1) constructing the project, (2) dealing with the said units in the said Project with corresponding undivided proportionate share in the said land also (3) marketing the said project as per present marketing practice and the total sale proceeds to be received from the prospective purchaser shall be retained by the Developer.
- C. This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution, as mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.



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**ARTICLE : "VIII"**

(PAYMENT)

A. The transferees of each party shall pay to the Developer for all the units to be acquired by them on the followings Accounts forming part of the Housing Complex.

- i. All costs for obtaining electricity connection(s).
- ii. All deposits required to be made with C.E.S.C. Limited.
- iii. Deposit for proportionate charges of maintenance at the rate agreed upon herein for such allocation for a period of one year from the date of commencement of liability.
- iv. Works contract tax, service tax and any other statutory levies.

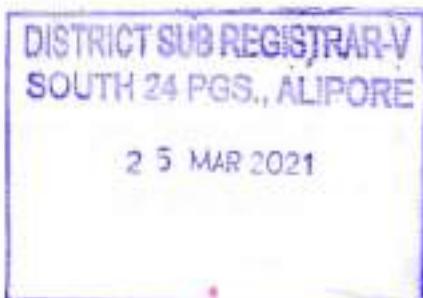
**ARTICLE : "IX"**

(DEALING WITH SPACE IN THE PROJECT)

A. All the space in the said project will be marketed and/or sold by the Developer subject to above herein after provided.



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- B. The Developer with the knowledge of the Owner shall determine the first booking price for sale or disposal of the unit in the project to be constructed by the Developer at its own cost and expenses on the said Land keeping in view the economics and market response of the project.
- C. All costs, charges, expenses and outgoings for obtaining the sanctioned plan for construction, erection and completion of the project with amenities and facilities shall be borne and paid by the Developer from its own account.
- D. The Owner shall have the full liberty to enter the said land at any time and inspect and/or to inspect the material and/or the construction all the said land. The Developer shall furnish the certificate of the Architect as to the quality of material and construction being carried out in terms of this Agreement, to the Owner as and when required by the Owner.
- E. It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in



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respect of the transfer of any areas in the Project shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this Agreement and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions unless otherwise agreed upon between the parties.

**ARTICLE : "X"**

(MUNICIPAL TAXES AND OUTGOINGS)

- A. All Municipal rates and taxes or land revenue and outgoings on the said land relating to the period prior to this Agreement shall be borne and paid by the Owner without raising any objection thereto and Owner hereby agreed to keep Developer indemnified from and against all actions, suits, proceedings, demands, costs, expenses and charges whatsoever or howsoever in respect thereof.
- B. As from the date of handing over the possession of the said land, the Developer shall pay the property taxes as also other outgoings in respect of the said Land or so

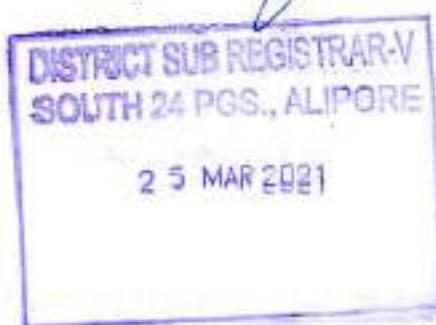


much thereof which would be under construction until such time the project(s) is/are ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of property taxes and all other outgoings (collectively rates) in the ratio of their respective allocation.

**ARTICLE : "XI"**

(POST COMPLETION MAINTENANCE)

- A. The Parties and their respective nominees/transferees shall punctually and regularly pay the Rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- B. The Developer shall be responsible for the management, maintenance and administration of the project or at its discretion appoint an Association to do the same. The Owner hereby agrees to abide by all the rules and



regulations to be framed by the said Association for the management of the affairs of the project.

C. The Developer or the Association to be formed shall manage and maintain the Common Portions and services of the Project and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the Project, land tax, water, electricity, sanction and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments, stairways, corridors, halls, passageways, lifts, shafts, gardens, parkways, salary of gardener, plumber, electrician, caretaker, security guards and other persons employed for maintenance and preservation of the Building and Common Areas.

**ARTICLE : "XII"**

**(OBLIGATIONS OF THE DEVELOPER)**

A. The Developer shall be responsible for planning, designing development and construction of the Project with the help



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of professional bodies contractors, etc at its own cost and expenses.

- B. The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default unless otherwise agreed upon between the parties.
- C. The Developer shall construct the project at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned and to the Occupants/Purchasers of space and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- D. All tax liabilities in relation to the development, namely sales tax works, contract tax and other dues shall be paid by the Developer.



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- E. The Developer hereby agrees and covenants with Owner not to transfer and/or assign the benefits of this Agreement unless otherwise agreed upon between the Parties hereto.
- F. It shall be the responsibility of Developer to obtain all permissions, as may be required from various government authorities for sanction of the Building Plans and permission to set up the project.

**ARTICLE : "XIII"**

(OBLIGATIONS OF OWNER)

- A. The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the said land.
- B. The Owner undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- C. The Owner shall provide the Developer with any and all documentation and information relating to the said Land



as may be required by the Developer from time to time at the cost of Developer.

- D. The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- E. The Owner hereby covenants not to cause any hindrance in the construction of the project.
- F. The Owner hereby covenants not to transfer, let out, grant, lease, and mortgage and/or charge the said Land or any portions thereof save in the manner envisaged by this Agreement.
- G. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby they are prevented from enjoying selling assigning and/or disposing of any part or portion of their allocation.

**ARTICLE : "XIV"**

(NEGATIVE COVENANTS)

The Owner would not do any act or deed or matter or thing which would cause hindrance to develop property in terms of



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the said Agreement. The Owner also undertakes by the said Agreement not to create any kind of charge or mortgage or would not let out or lease out or deliver possession of the said Land or any portion thereof to any third party without the consent of the Developer.

**ARTICLE : "XV"**

**(INDEMNITY)**

- A. The Developer shall indemnify and keep Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Owner in relation to the construction of the Project and those resulting from breach of This Agreement by the Developer, including any act of neglect or default of the Developer's sub-consultants, employees and/or the purchasers and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or by-laws or arising out of any accident or otherwise.
  
- B. The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil)



suffered by the Owner in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the Said Land or any of their Representations and the warranties being incorrect.

**ARTICLE : "XVI"**

(MISCELLANEOUS)

- A. The Agreement entered into by and between the parties herein is and shall be on principal to principal basis.
  
- B. The Owner and the Developer expressly agree that the mutual covenants and promises contained in This Agreement shall be the essence of its contract.
  
- C. Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
  
- D. Failure or delay by either Party to enforce any rights under This Agreement shall not amount to an implied waiver of any such rights.



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- E. The Owner shall be entitled to have an access through and over the said Land to any adjoining land or property in which the Owner might have interest and the Developer would not raise any objection in using or converting a portion of the said Land into such passage.
- F. It is understood that from time to time to facilitate the uninterrupted construction of the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertakes to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.



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- G. The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- H. The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owner's allocation.
- I. The name of the project shall be decided by the Developer.
- J. As and from the date of completion of the construction (possession date) of Project, the Developer and Owner and/or their respective transferees/nominees shall be liable to pay and bear proportionate share of the land



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revenue in the State of West Bengal and K.M.C. Rates and Taxes.

- K. Any Contractors under the Developer shall not employ any child labour for carrying out the construction work at the Property.
- L. Only the courts at Kolkata in the State of West Bengal have the jurisdiction to try the disputes touching or concerning this Agreement.
- M. The Parties to this Agreement have negotiated in good faith. It is the intent and undertaking of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement.

**ARTICLE : "XVII"**

(AMENDMENT / MODIFICATION)

No amendment or modification of This Agreement or any part thereof shall be valid and effective unless it is by an instrument



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in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

**ARTICLE : "XVIII"**

**(DISPUTE RESOLUTION AND ARBITRATION)**

All dispute or differences between parties hereto shall be referred to the Arbitrator/Joint Arbitrator appointed within the meaning of the Arbitration and Conciliation Act, 1996 and/or for the time being in force. The Arbitrator shall have Summary Powers. Courts of Kolkata only shall have jurisdiction.

**ARTICLE : "XIX"**

**(POWER OF ATTORNEY)**

The Owner shall grant to the Developer such registered Development Power of Attorney in favour of the Developer as may be required for the purpose of obtaining all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of, to execute Deed of Conveyance/s for sale, transfer of the Flat/s, Car Parking Space/s and other space/s of the proposed Building/s including undivided proportionate share of land except the Owner's allocation of the proposed Building/s to any



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intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.

**ARTICLE : "XX"**

(PROCEDURE)

1. The Owner has appointed the Developer as the Developer of the said property including the Owner's portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The development of the said property shall be in the following manner :-
  - A. Simultaneously with the execution of this Agreement, the Owner has handed over the original documents of K.M.C. Mutation Certificate, Conversion Certificate, B.L. & L.R.O. Mutation Certificate, NOC from ULC, Mother Deeds, if any and their Rectification Deeds and Land Deeds. Upon completion of the whole project and/or formation of Association and/or committee for the maintenance and management of the proposed Building/s, the Developer shall hand over all the



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original documents before the Association or the Committee without accountable receipt.

- B. The Owner shall not be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project. It is further clarified that after the notice of completion of the project after taking receipt of the Completion Certificate, it would be deemed that the project has been duly constructed and completed by the Developer.
- C. That after due service of notice by the Developer to the Owner, the Owner fails, neglects, refuses and/or delays to take delivery of the possession of its allocation in the proposed Building/s in the said property within the notice period then it would be construed that the Owner has taken possession of its allotment in the proposed Building/s on the expiry of term of the said notice.
- D. All applications, revised Building Plan/s, papers and documents required to be deposited or



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submitted by the Developer for the approval and/or sanction of the revised Building Plan/s from the Kolkata Municipal Corporation and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and submit or deposit the same in the names of the Owner. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed at the said property.

E. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within a period of 24 (Twenty-Four) months from the date of execution of this Agreement and/or handing over peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter and shall complete the construction of the proposed Building/s in the said project at own costs and expenses of the Developer and deliver vacant and peaceful possession of the Flat(s)/Space(s) comprised in the Owner's allocation to the Owner in



habitable condition as per the particulars mentioned in the **SCHEDULE : "B"** hereunder written.

F. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

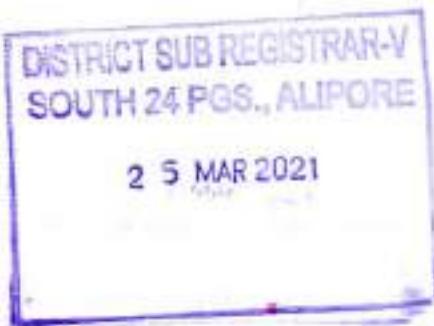
**ARTICLE : "XXI"**

(POSSESSION AND CONSTRUCTION)

1. It has been agreed by an between the Owner and the Developer to construct, erect and complete the proposed G+III storied Building/s in the said property and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owner shall have no responsibility towards construction of the proposed Building/s.
2. The Developer agreed to commence work after obtaining full vacant possession of the said property or from the date of execution and registration of this Agreement for Development, whichever will be the latter.



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3. The Developer shall upon completion of construction and making the portion habitable deliver the Owner's allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.
4. From the date of delivery of possession of the Owner's allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property.
5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a period of 24 (Twenty-Four) months from the date of execution of this Agreement and/or handing over peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter.

**ARTICLE : "XXII"**

**(COMMON FACILITIES)**

1. As soon as the proposed Building/s in the said property shall be completed and made fully habitable for



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residential and after taking Occupancy Certificate from the Kolkata Municipal Corporation, the Developer shall give written notice to the Owner requesting him to take possession of the Owner's allocation in the Building/s and thereafter the Owner shall take possession of its allocation as herein provided for and if no actionable deviation is made by the Developer in the construction the Owner shall give and grant unto the Developer a certificate in respect of their allocation in full satisfaction.

2. Till all the Flat/s, Car Parking Space/s and other Space/s within the Developer's allocation is sold away, the Developer in consultation with the Owner shall frame rules for occupation, user and enjoyment of the residential Flat/s and other space/s in the proposed Building/s and till formation of a Body of the Co-Owners of the Building/s including the Owner herein and the Purchaser/s of the Developer's allocation.

**ARTICLE : "XXIII"**

(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owner's allocation in the Building/s shall be subject to the



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same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Owner and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.
2. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
3. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the



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proposed Building/s in good and repairable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.

4. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owners for the purpose it is meant.
5. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.
6. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.



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**ARTICLE : "XXIV"**

(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal.

**ARTICLE : "XXV"**

(FORCE MAJEURE)

1. Force Majeure shall mean and include any abnormally inclement weather, flood, lightening, storm, fire explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, crowd disorder, strike, terrorist, action, civil commotion.
2. If either Party is delayed in, or prevented from, performing any of its obligations under This Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force



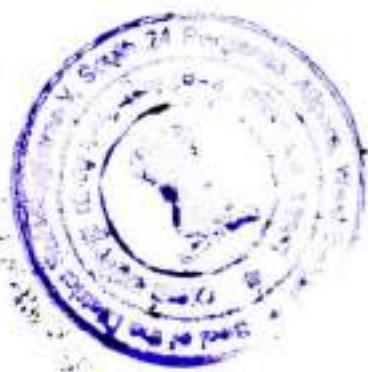
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Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations. Neither the Owner nor the Developer shall be held responsibility for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in its Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

3. In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the cessation thereof and 30 days thereafter.
  
4. The Party claiming to be prevented or delayed in the performance of any of its obligations under This



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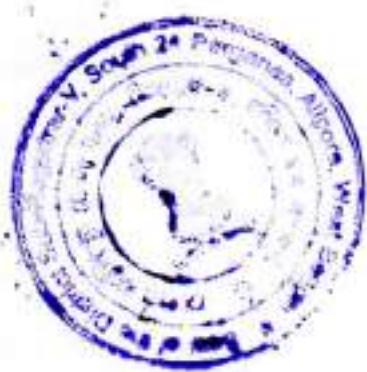
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Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

**ARTICLE : "XXVI"**

(NOTICE)

1. Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due to through courier service to the proper address and for the attention of the relevant party (or such other address as is otherwise notified by each party from time to time).
2. Any such notice or other written communication shall be deemed to have been served.
  - A. If delivered personally, at the time of delivery.
  - B. If sent by prepaid recorded delivery or registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities.



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- C. If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- D. In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows :-

1. The Owner agrees to appoint and do hereby appoint the Developer as Developer in respect of the said property morefully described in the **SCHEDULE : A** hereunder



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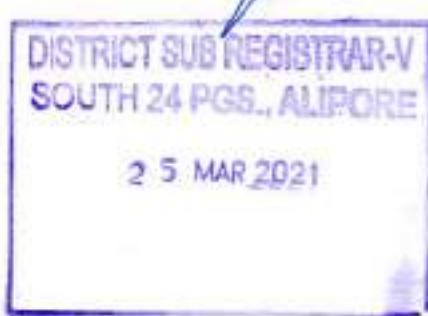
written and the Owner hereby grant/license to the Developer for development of the land for the purpose of construction and to construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer.

2. The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as per relevant I.S. code may be specified by the Architects/L.B.S. from time to time as per sanction Building Plan, to be sanctioned from the Kolkata Municipal Corporation. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **SCHEDULE** : "D" hereunder written.
3. The Developer shall be held and liable to negotiate with the existing trespasser/s, if any, in respect of the said property at its own cost and endeavour either provide area to him/her/their or evict him/her/them from the said property.
4. The Developer shall provide in the proposed Building/s at its own cost pump, water storage tank with overhead



reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or G+III storied Building/s having self contained Apartments or Flat/s, Car Parking Space/s and other space/s.

5. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
6. All costs and expenses pertaining to the payment of requisite fees and other incidental expenses payable to competent Authorities shall borne by the Developer.
7. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owner shall simultaneously grant and execute in favour of the Developer Firm by a registered Development Power of Attorney.
8. All the legal heirs of the Owner above named shall also abide by and confirm such Power of Attorney in favour of the Developer.



9. The Developer shall construct the said property strictly in accordance with the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owner and the Owner shall expressly give its consent by putting signature upon these presents.
10. The Developer is hereby empowered by the Owner to apply and obtain on its behalf and in its name the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owner will not be liable for the same.



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11. The Developer has agreed to deliver possession of the Owner's allocation in the proposed Building/s within the stipulated period of 24 (Twenty-Four) months from the date of execution of this Agreement and/or handing over peaceful vacant khas possession of the said property, whichever will be the later along with a grace period of 6 (Six) months thereafter.
12. Immediately on completion of the Owner's allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owner requiring the Owner to take possession of the Owner's allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the specification and the Building/s Plan thereof and certificate of the Architect/L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owner shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions



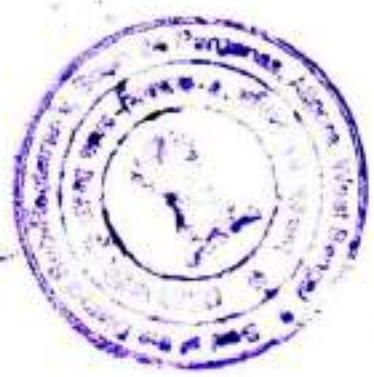
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whatsoever payable in respect of the said Owner's allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if the same are levied on the Building/s as a whole.

13. On completion of the construction of the entire Building/s, the Owner and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in this behalf.
14. As and from the date of satisfactory handing over the Owner's allocation as mentioned above in all respects and duly acknowledged by the Owner in writing and/or after 30 (Thirty) days from the date of service of notice by the



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Developer to the Owner for accepting the possession of its allocation, the Owner shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owner's allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.

15. Any transfer of any part of the Owner's allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.
16. The Owner's allocation in the Building/s shall be subject to the same restrictions on transfer and use as are



applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.

17. No formal Deed of Transfer in respect of the Owner's allocation shall be required. But the Owner shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorney/s of the Owner shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.
18. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, dispute with trespasser, strike, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties.



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But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.

19. The Developer will also keep the Owner saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.
  - A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation causing payment of fines or penalty imposed by the said Authority for such violation of the Building/s Plan.
  - B. All claims and demands of the suppliers of Building materials etc. of the said property or all claims arising due to any accident suffered by employees/ workmen engaged by the Developer to carry out



development work in the said property shall be borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.

C. All claims and demands of the Owner and Occupiers of the adjoining properties due to damage or loss suffered by the Owner in course of hazards in construction work of the said property shall be borne by the Developer and the Owner shall not be liable on any grounds whatever and the Developer by putting its signature indemnify the Owner to that aspect.

20. Both Owner and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.

21. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or

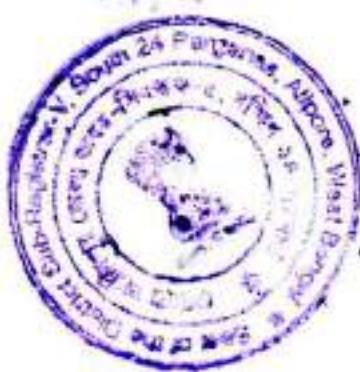


any portion thereof or make structural alteration thereon without the previous consent of the Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.

22. The respective Allotees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of their space or accommodation therein.
23. No goods or other items shall be kept by the Owner or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a manner thereto the person doing so shall be responsible to remove the same at the risk and cost of his own. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.



24. The Owner shall permit the Developer and their servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.
25. The Developer's allocation in the proposed Building/s in the said property is meant for sale as Ownership Flat/s. As such the Owner and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flat/s at a price determined by the Developer and the Owner shall not have, nor can have any demand or claim thereon of any nature whatsoever.
26. The Developer is at liberty to advertise for sale of the said Ownership Flat/s during the Development/ construction

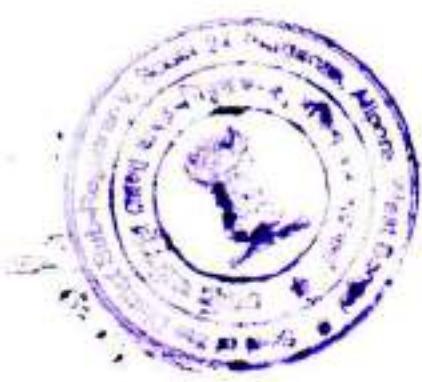


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of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flat/s and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer allocated share in the proposed Building/s.

27. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.
28. The Owner shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.
29. The Owner hereby agrees and covenants with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in



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favour of the Developer or its nominee/s in such part/s as the Developer shall required and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.

30. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall have full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.
31. The Developer shall have no right title and interest whatsoever in the Owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner and similarly the Owner shall have no claim in respect of the Developer's Allocation as herein provided.
32. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred



towards construction of the Owner's allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owner shall never be liable to pay and/or refund such cost or expenses to the Developer.

33. The Developer shall in completion of the proposed Building/s, put the Owner in undisputed possession of the Owner's allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.
34. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner would be prevented from enjoying, selling, assigning and/or disposing of any portion of the Owner's allocation in the said proposed Building/s in the said property.
35. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flat/s and other areas of the Building/s belonging to the



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Developer's allocation and also enter into Agreement/s for Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owner hereby confirms that the Owner shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.

36. The Owner confirms and undertakes that if so required by the Developer, the Owner shall join as Confirming Party to all Agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flat/s in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money and if require the Developer may put signatures as the Confirming Parties if during construction period the Owner shall intend to sell his allocation to any prospective Purchaser/s.
37. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer

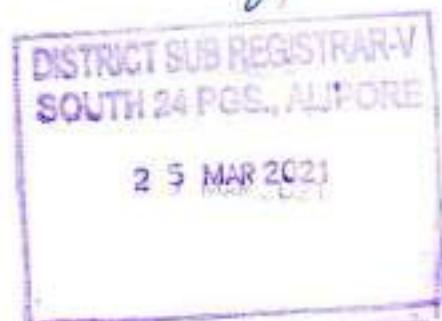


various Deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the Authority of the Owner and various application and other documents may be required to be signed or made by the Owner relating to the specific provisions may be reasonably required to be done in the manner and the Owner shall execute any such authorization as may be required by the Developer for the said purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe the rights of the Owner and/or go against the spirit of this Agreement.

38. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to its rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.



39. The proposed Building/s in the said property shall be christened by the Developer, which shall be inscribed and marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.
40. The Owner shall have power to inspect the works of the Developer at any stage during construction in any way subject to the Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation.
41. The land Owner shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.



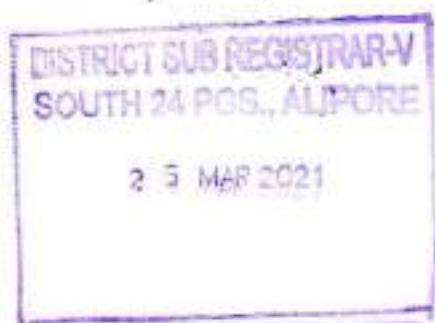
42. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.
43. Nothing in these presents shall be construed as a demise or assignment or transfer or conveyance in land by the Owner of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof, other than an exclusive license to the Developer for development and to deal with the Developer's allocation in the Building to be constructed thereon in the manner and subject to the terms hereinbefore stated.

### DEVELOPMENT POWER OF ATTORNEY

**BE IT KNOWN TO ALL TO WHOM IT MAY CONCERN I, SRI SWAPAN MONDAL**, having PAN : ASWPM5346D, Aadhaar No.3080 4187 3063, son of Late Bipad Baran Mondal, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 239, Nabodip, Nayabad, Post Office : Mukundapur, Police Station : Purba Jadavpur, Kolkata : 700099, District : 24 Parganas (South), hereinafter called and referred to as "the **PRINCIPAL**".



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-:: **SEND GREETINGS** ::-

**WHEREAS** I, the Principal herein, is the sole and absolute Owner in respect of **ALL THAT** piece and parcel of land measuring about 4 (Four) Cottahs 1 (One) Chittack 7 (Seven) Square Feet little more or less together with R.T. shed measuring about 100 (One Hundred) Square Feet more or less standing thereon, situate and lying at Mouza : Nayabad, Pargana : Khaspur, J.L. No.25, R.S. No.3, Touzi No.56, under R.S. Khatian No.76, appertaining to R.S. Dag No.158, being known and numbered as Municipal Premises No.3782, Nayabad, Police Station : Purba Jadavpur, Kolkata : 700099, at present within the limits of the Kolkata Municipal Corporation, Ward No.109, District Sub-Registry Office at Alipore, District : 24 Parganas (South) and entered into a registered Development Agreement this day with the Developer namely, **STRS ENTERPRISE**, a Partnership Firm, having its Office at 244, Nayabad, Daspara, Post Office : Mukundapur, Police Station : Purba Jadavpur, Kolkata : 700099, District : 24 Parganas (South), represented by its Partners namely, (1) **SRI SUBHAS DAS**, son of Sri Nakul Chandra Das of Village : Ranabhutia, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South), (2) **SRI TAPAN PANJA**,



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son of Late Sarat Panja of Village : Ranabhatia, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South), (3) **SRI RIPAN HAOLADAR**, son of Sri Premananda Haoladar of Village : Panchpota, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South) and (4) **SRI SHUMANGAL DHALI**, son of Late Mahendra Dhali of Village : Panchpota, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South) for development of my aforesaid property, after demolishing the present existing structure standing thereon, hereinafter jointly referred to as "the **SAID PROPERTY**, morefully and particularly described in the **SCHEDULE** : "A" hereunder written, as per terms and conditions clearly set forth therein.

**AND WHEREAS** in pursuance of the Development Agreement entered between me and the Developer herein and in pursuance of understanding between the Parties it is necessary and also expedient for me to appoint Attorney/s to look after all my aforesaid property affairs during my absence.

**NOW KNOW ALL BY THESE PRESENTS** I, the above named Principal do hereby and hereunder nominate, constitute and



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appoint **STRS ENTERPRISE**, having PAN : ACWFS5048L, a Partnership Firm, having its Office at 244, Nayabad, Daspara, Post Office : Mukundapur, Police Station : Purba Jadavpur, Kolkata : 700099, District : 24 Parganas (South), represented by its Partners namely, (1) **SRI SUBHAS DAS**, having PAN : BIKPD5197G, Aadhaar No.4847 8858 4465, son of Sri Nakul Chandra Das, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village : Ranabhatia, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South), (2) **SRI TAPAN PANJA**, having PAN : CKPPP6288J, Aadhaar No.2327 7804 6227, son of Late Sarat Panja, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village : Ranabhatia, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South), (3) **SRI RIPAN HAOLADAR**, having PAN : AMPPH8725E, Aadhaar No.2930 5094 1804, son of Sri Premananda Haoladar, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village : Panchpota, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South) and (4) **SRI SHUMANGAL DHALI**, having PAN : AMXPD2295H, Aadhaar No.2991 5869 0626, son of Late Mahendra Dhali, by



faith : Hindu, by nationality : Indian, by occupation : Business, residing at Village : Panchpota, Post Office : Panchpota, Police Station : Narendrapur, Kolkata : 700152, District : 24 Parganas (South) as my true and lawful Attorney in my name and on my behalf to do and execute and perform or caused to be done and executed and performed all or any of the following acts, deeds and things :-

1. To defend possession of the said premises/ property and every part thereof and receive and/or deliver possession thereof from and/or to any person or persons occupying thereon and also to manage maintain and administer the said property and every part thereof.
2. To pay all rents and taxes, charges, expenses and other outgoing whatsoever payable for or an account of the said premises or any portion thereof or any undivided share or shares therein and to insure any Building thereon against loss or damages by fire and/or other risk as may be deemed necessary and/or desirable by my said Attorney and to pay all premium for such insurance.
3. To enforce any covenant/s, any Agreement/s, any Declaration, any Deed/s or any other document/s relating



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to the said property or any part thereof and to enforce every right/s to that effect and to mutate my name with the Office of the B.L. & L.R.O. in respect of the said property including conversation of land and for that sign and submit each and every documents as will be required for and on my behalf.

4. To appoint and terminate the appointment of Architect/ LBS., Engineer etc. and to get prepare Plan/s for demolition, to sign and submit Building Plan for construction and/or reconstruction of and/or additions and/or alterations to any new or existing Building or Buildings or structures on the said premises or any portion of portions thereof before the Kolkata Municipal Corporation and to put signature/s upon the Plan/s as will be required on my behalf as my constituted Attorney.
5. To build upon and exploit commercially the said premises by making construction of Building thereon and for that to demolish structures of whatsoever nature existing thereon or as may be constructed in future.
6. To appoint any Contractor/Sub-Contractor for construction work or Building thereon and to cancel the



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same and engage new Contractor to be done by the said Attorney as per its own discretion as if I do the same personally.

7. To apply for and obtain such certificate, permissions and clearance certificate and/or permissions from the competent Authority as may be required for execution and/or Registration of any Deed/s in respect of the said property in terms of the Agreement/s or other documents concerning the said premises and also to appear before and sign and submit all papers and documents of transfer concerning the said premises and make representations to the concerned authorities for getting such certificate and/or permissions.
  
8. To install electric service line, meter and/or sub-meter and if necessary to obtain low/high tension electricity connection and to sign in all paper and documents relating to get electric connection and meter from the C.E.S.C. Authority or any other requirements for the said Building to be constructed and to enter into any Agreement or Agreements with any Party or Parties for the same.



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9. To receive any booking money and/or earnest money or advance or advances and also the balance/entire consideration money from the intending Purchaser/s of the purchase money and to give, good, valid, receipt and/or discharges for the same to the Purchaser/s for the **DEVELOPER'S ALLOCATION** specifically mentioned in the Development Agreement.
10. To apply for and obtain connection for water, sewerage, electricity, gas and to apply for and avail all other facilities which may be required for the said premises. To sign and execute all other deed/s and document/s required to get the said connection from the concerned authorities, which the said Attorney shall consider necessary and as may be required to complete the proposed Building at the said property.
11. To represent ourselves before the Kolkata Municipal Corporation, P.W.D., C.P.W.D. and other Government or Semi Government Offices and Department in all respects. To pay sanction fees and other fees to the said the Kolkata Municipal Corporation for sanction of such Building Plan



and other and/or to appear and represent before the said the Kolkata Municipal Corporation or any Authority.

12. To sign and execute all other deed/s and document/s required to get the water connection from the Kolkata Municipal Corporation, which the said Attorney shall consider necessary and as may be required to complete the proposed Building at the said property and to pay all charges and expenses including the Kolkata Municipal Corporation rates and taxes, Building tax and other levies, which may be required of construction during the period.
13. To prepare, sign, execute, submit enter into modify cancel, alter draw approve the same and also to present for registration and admit registration of all paper, documents, Deed/s, contract/s, Agreement/s, application/s, consent/s and other document/s as may in any way be required before the competent Authority to be or any of the powers herein contained including sale of the Developer's allocation of the said premises and every or any part thereof and the termination of all contract/s,



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right/s of occupancy/user and/or enjoyment by any person or persons whatsoever, the said property and also in connection with observing fulfilling and performing all the terms conditions and covenants on my part to be observed fulfilled and performed under the Development Agreement.

14. To file any complaint, suit, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings against any persons and demand or negotiate regarding any of the matters aforesaid or any other matter, relating to the said premises in which I now or may hereinafter be interested or connected and also if my Attorney think fit may compromise and may take any such action or institute proceedings as aforesaid before any court, civil or criminal or Revenue including the District Court or any other courts as the case may be.
15. To sign declare verify and affirm, plaint, written statements, petitions, Affidavit, Vokalatnama, memorandum of appeal or any other documents or papers in any proceeding or in any way concern with the legal



proceedings and appoint Advocate, Solicitor or expert in respect of the said premises or connected with any of the matters aforesaid and to file suit/proceedings before any court of law or any other Office concern, Government, Semi Government or other Offices and also shall able to insert advertisement in respect of the said property in the any paper/s for successful implementation of the proposed development work.

16. To appear and represent me before all Authorities, make commitments and give undertaking as be required for all or any of the purpose herein Contained.
17. To appear before the Kolkata Municipal Corporation and/or other authorities regarding the Tax assessment, drainage/ sewerage connection and obtaining completion certificate or in any other way relating to the said premises or any portion thereof or any undivided share or shares therein.
18. That the Attorney shall at all period of time be able to receive any amount of consideration from the intending



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Purchaser/s and/or Party or Parties thereof for and on behalf of me in respect of the Developer's allocation. Be it mentioned that the Attorney shall in all occasions be able to receive, against Developer's allocation, any amount of consideration in part or in full and/or as being paid by the Party or Parties and/or Purchaser/s thereof and/or from the loan sanctioning institute or institutes such as H.D.F.C., L.I.C., S.B.I., Home Finance, Home Trust, G.I.C. Housing Finance Limited etc. and/or from any Bank or whatsoever status and/or any Central Government, State Government or Semi Government Firms, institutions, organisations, undertaking etc. of whatsoever manner of nature and/or autonomous or private organisations, firms etc. and shall also be able to issue proper and effectual, receipt or receipts for and on my behalf as my constituted Attorney.

19. To negotiate terms and to sell the Space/s and Flat/s from **DEVELOPER'S ALLOCATION** with proportionate share of land in the premises/said property to any Purchaser/s at such price which the said Attorney in its absolute discretion thinks proper.



20. To enter into any Agreement or Agreements with any Party or Parties or with the intending Purchaser/s for sale or sales of Space or Spaces with super structure or Flat/s from the **DEVELOPER'S ALLOCATION** along with proportionate share of land and/or cancel and the same with the intending Purchaser/s.
21. To receive any booking money and/or earnest money or advance or advances and also the balance/entire consideration money from the intending Purchaser/s of the purchase money and to give, good, valid, receipt and/or discharges for the same to the Purchaser/s in respect of the **DEVELOPER'S ALLOCATION**.
22. That the Attorney shall or may sign and to execute any Agreement/s, Deed of Conveyance/s and to deliver any Conveyance/s for the selling Flat/s, Garage/s and Space/s from the **DEVELOPER'S ALLOCATION** in the proposed Building with easements rights of the common areas of the proposed selling of Space/s and Flat/s along with proportionate share of land in favour of the intending Purchaser/s or his/her/their nominee/s and in the



Agreement/s, Deed of Conveyance/s of the proposed sale from the Developer's allocation, the said Attorney shall receive and acknowledge the advances and/or booking money and/or earnest money and/or full consideration money from the intending Purchaser/s.

23. To sign and execute all other deed/s, instrument/s and assurance/s which the said Attorney shall consider necessary and to enter into and/or agree to such covenant and condition as may be required to complete the proposed Building at the said property and for fully and effectually conveying the said proportionate share of land, Flat/s, Garage/s and Space/s of Developer's allocation together with the easements right of the common passage and spaces in the property on and for my behalf and it is to be treated as done by me being present ourselves personally.
24. To observe fulfill and perform all the terms conditions and obligations on my part or to be observed fulfilled and performed according to the said Agreement and to execute all my rights therein by my said Attorney.



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**AND** I do hereby agree to ratify and confirm all or whatsoever other acts which my said Attorney shall lawfully do, execute or perform or cause to be done, executed to be performed in connection with the construction of the said Building and sale and any other necessary matters of the Developer's allocation etc. as aforesaid regarding Building at the said premises and also in connection with the sale of Flat/s, Car Parking Space/s, covered spaces and open spaces in Developer's allocation which are not indicated, any inconvenience in showing in future in any case of Owners and Purchasers and/or without creating any obstruction towards ingress and egress except Owners' allocation as per terms of the Development Agreement under and by virtue of this Power of Attorney notwithstanding no express power in that behalf hereunder is provided.

**AND GENERALLY** to do all acts, deeds and things concerning the said premises or in any part thereof and for better exercise of the Authorities herein contained which I could have lawfully done under my own hands and seals, if personally present.

**THE SCHEDULE : "A" ABOVE REFERRED TO**

(DESCRIPTION OF THE SAID PROPERTY)

**ALL THAT** piece and parcel of land measuring an area of 4 (Four) Cottahs 1 (One) Chittack 7 (Seven) Square Feet be the



same a little more or less together with R.T. shed measuring about 100 (One Hundred) Square Feet more or less having cemented flooring standing thereon, situate and lying at Mouza : Nayabad, Pargana : Khaspur, J.L. No.25, R.S. No.3, Touzi No.56, under R.S. Khatian No.76, appertaining to R.S. Dag No.158, being known and numbered as Municipal Premises No.3782, Nayabad, Police Station : Purba Jadavpur, Kolkata : 700099, at present within the limits of the Kolkata Municipal Corporation, Ward No.109, being Assessee No.31-109-08-9419-9, District Sub-Registry Office at Alipore, District : 24 Parganas (South), which is situated within the Road Zone : Nayabad, together with all right, title, interest and right of easement attached thereto. The aforesaid property is still unassessed and situated nearby the Nayabad Road and the same is butted and bounded by :-

**ON THE NORTH** : Land of R.S. Dag No.158 ;  
**ON THE SOUTH** : 20' wide Metal Road ;  
**ON THE EAST** : Plot No.P-10 ;  
**ON THE WEST** : R.S. Dag No.157.

**THE SCHEDULE : "B" ABOVE REFERRED TO**

(DESCRIPTION OF THE OWNER'S ALLOCATION)

**ALL THAT** on completion of the proposed G+III storied Building, the Owner shall be at the first instance entitled to get one Flat



having super built up area of 1450 (One Thousand Four Hundred Fifty) Square Feet more or less on the Second Floor at its South-Eastern side, another one Flat having super built up area of 835 (Eight Hundred Thirty-Five) Square Feet more or less on the Second Floor at its South-Western side and another one Flat having super built up area of 790 (Seven Hundred Ninety) Square Feet more or less on the Third Floor at its South-Western side along with 45% of the Car Parking Space in the Ground Floor from the proposed Building in finished and complete condition and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation as fully described in the **SCHEDULE : "D"** hereunder written and the aforesaid allocation will be demarcated in future in writing and signed by the Parties by way of a execution of a Supplementary Agreement.

**THE SCHEDULE : "C" ABOVE REFERRED TO**

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

**ALL THAT** the remaining and/or rests portion of the proposed Building in finished and complete condition after providing the aforesaid Owner's allocation and the fittings, fixtures and arrangements as will be provided by the Developer in the said



allocation as fully described in the **SCHEDULE : "D"** hereunder written and the aforesaid allocation will be demarcated in future in writing and signed by the Parties by way of a execution of a Supplementary Agreement.

**THE SCHEDULE : "D" ABOVE REFERRED TO**

(DESCRIPTION OF THE SPECIFICATION)

❖ **GENERAL :-**

Foundation of the Building as per drawing and Specification.

❖ **BRICK WALL :-**

All exterior brick wall shall be 8" thick with brick in sand, cement mortar (1:5), all partition wall shall be 5" thick and 3" thick with brick in sand, cement mortar (1:5).

❖ **INSIDE & OUTSIDE WALL PLASTER :-**

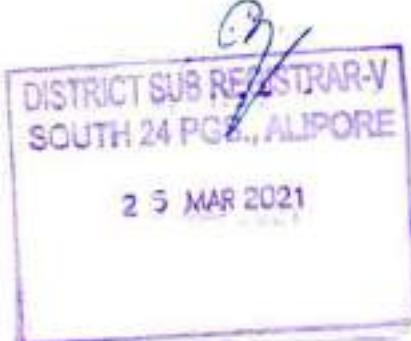
½" thick plaster with sand, cement mortar (1:5), outside walls plaster.

❖ **CEILING PLASTER :-**

¼" thick plaster with sand, cement mortar (1:4).

❖ **FLOORING :-**

Marble/Vitrified Tiles.



❖ **TOILET DADO** :-

The dado of toilet shall be glazed tiles upto 7' height.

❖ **KITCHEN** :-

Cooking table top will be black marble (Khaarappa) granite; dado will be of white glazed tiles above table top upto 2½' height (One side).

❖ **ELECTRICAL WIRING** :-

Fully concealed wiring.

❖ **ELECTRIC METER** :-

The Developer shall at its own cost arrange electric meter in respect of the common areas of the proposed Building and shall also arrange the electric meter in respect of the Flat/s, Garage/s and Space/s but the charges will be borne by all the Occupiers for their respective meters.

❖ **INTERNAL WATER LINE** :-

Concealed upto ½" G.I./P.P. Pipe (medium) ISI Mark.

❖ **WINDOW** :-

Aluminum window with glass fittings together with iron made box grill.

❖ **DOOR SHUTTER** :-

Door shutter will be of flush with door stopper.



❖ **PAINTING WORK** :-

A. **INTERNAL WALL FINISHING** :-

All inside wall will be finished with putty.

B. **OUTSIDE WALL** :-

1 coat snowcem cement base paint.

❖ **IN TOILET** :-

Sanitary fittings will be provided with the following fittings of standard quality.

A. One commode/W.C. Indian type pan (white, common toilet).

B. One corner basin in toilet.

C. Two water taps and one bath shower.

❖ **KITCHEN** :-

One steel sink 24"-16" and 2 nos. tap.

❖ **SANITARY & PLUMBING** —

4" C.I. soil pipe. 4" pollo pipe for R.W.P.

❖ **SCHEDULE OF THE ELECTRICAL POINT** :-

In each Flat will be provided with the following electrical points :-



**A. IN EACH BED ROOM :-**

Two light points, one fan point, two plug points on switch board and one A.C. point.

**B. DRAWING/DINING ROOM :-**

One fan point, three light points, one freeze point, one television point and one cable television point.

**C. KITCHEN :-**

One light point, one exhaust fan point, one heater point, one plug point and one chimney point.

**D. TOILET (COMMON) :-**

One light point and one exhaust fan point.

**E. TOILET (ATTACHED) :-**

One light point and one exhaust fan point and one geyser point.

**F. VERANDAH :-**

One light point and one plug on switch.

**G. DOOR ENTRANCE :-**

One calling bell point.

**H. Television point in Dinning/Drawing room.**



✓

DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE

25 MAR 2021

❖ **MAIN DOOR** :-

A. **HASH BOLD WITH DOOR HANDLE** :-

1 no. (each Flat in main door).

B. **EYE VIEW** :-

1 no. (main door) in each Flats.

C. One door stopper in every door.

D. Hasp Bolt & D Handle in each door.

❖ **RESOURCE OF WATER** :-

Through electric pump to overhead reservoir of the Building supplied by the Kolkata Municipal Corporation.

❖ **LIFT** :-

Four passengers lift will be provided in the proposed Building.

**THE SCHEDULE : "E" ABOVE REFERRED TO**

(DESCRIPTION OF THE COMMON AREAS)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Land to the Municipal duct.
3. Water sewerages and drain connection pipes from the Flats to drains and sewers common to the Land.



4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Land.
5. The durwans and maintenance staff rest room with electrical wiring switches and point fittings and fixtures also a separate room with kitchen and toilet for residential staff with family.
6. Boundary walls of the land including outer side of the walls of the Building and main gates.
7. Water pumps and motors with installation and room therefore.
8. Water pumps, overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those that are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common areas of the land.
11. Lifts and its accessories installations and spaces required therefor.
12. Roof.



~~DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE~~

25 MAR 2021

**THE SCHEDULE : "F" ABOVE REFERRED TO**

(DESCRIPTION OF THE COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a purpose and work manlike manner all the wood metal stone and other work of the property and external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
4. Paying such workers as may be necessary in connection with the upkeep of the property.
5. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be



necessary keeping cleaned the common parts and hall  
passages landing and stair cases and all other common  
parts of the building.

6. Cleaning as necessary of the areas forming parts of the property.
7. Maintaining and operating the lifts.
8. Providing and arranging for the emptying receptacles for rubbish.
9. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual Owner/ Occupiers of any Flat.
10. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Flat of any individual lessee of any Flat.



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

**SIGNED, SEALED & DELIVERED**

by the Parties at Kolkata  
in the presence of :-

*Antardoot Mandal*

**WITNESSES :-**

1. *Antardoot Mandal*  
Advoca  
Alipore Judges  
2. *Frances D'aj*

*Suspon Mandal*

*Subhas Ran*

Signature of the **OWNER**

Drafted by me :-

*Antardoot Mandal*  
**ANTARDOOT MANDAL**  
Advocate # 1924/08  
Alipore Judges' Court, Kol: 27  
**ANTARDOOT MANDAL & ASSOCIATES**  
(LAW FIRM)  
Office : 1/17, Netai Nagar (2<sup>nd</sup> Fl)  
Behind Metro Cash & Carry,  
E.M. Byepass, Mukundapur, Kol:99.  
e-mail : [antardootmandal@gmail.com](mailto:antardootmandal@gmail.com)  
MOB : 8584881111 & 9831919244

**STRS Enterprise**

*Subhas Ran*  
*Ripon Hazzaraj*  
*Sapan Paranj*  
*Shantanu Chakraborty*

*Partner*

Signature of the **DEVELOPER**

Computer typed by :-

**DEBASISH NASKAR**  
Alipore Judges' Court, Kol : 27.



**SPECIMEN FORM FOR THE FINGERPRINTS**



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

*Rajendra Kumar*



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

*Subba Rao*



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

*Suruchi Rao*



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

*Hariharan*

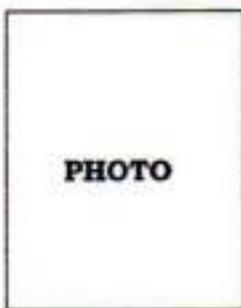


**SPECIMEN FORM FOR THE FINGERPRINTS**



*Swapnil Wondol*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					





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

GRN Details

GRN: 192020210249781531 Payment Mode: Online Payment  
GRN Date: 25/03/2021 12:46:18 Bank/Gateway: State Bank of India  
BRN : CKQ0058818 BRN Date: 25/03/2021 12:03:28  
Payment Status: Successful Payment Ref. No: 2000630888/5/2021

[Query No\*/Query Year]

Depositor Details

Depositor's Name: ANTARDOOT MANDAL  
Address: ALIPORE JUDGES COURT KOLKATA 700027  
Mobile: 8584881111  
Depositor Status: Advocate  
Query No: 2000630888  
Applicant's Name: Mr ANTARDOOT MANDAL  
Identification No: 2000630888/5/2021  
Remarks: Sale, Development Agreement or Construction agreement Payment No 5

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000630888/5/2021	Property Registration- Stamp duty	0030-02-103-003-02	10020
2	2000630888/5/2021	Property Registration- Registration Fees	0030-03-104-001-16	28
Total				10048

IN WORDS: TEN THOUSAND FORTY EIGHT ONLY.







भारतीय वित्त विभाग  
भारत सरकार  
Unique Identification Authority of India  
Government of India

जातिकानूनिक नं. / Enrollment No.: 1190/22036/80256

To  
Subhas Das  
S/O Nakul Chandra Das  
2NO NEPAL POLLY  
Ranabhatia  
Panchpota  
South Twenty Four Parganas  
West Bengal 700152



আপনার আধার সংখ্যা / Your Aadhaar No.:

**4847 8858 4465**

আধার - সাধারণ মানুষের অধিকার



ভাৰত সরকার  
Government of India



সুভাস দাস  
Subhas Das  
পিতা: নকুল চন্দ্ৰ দাস  
Father: NAKUL CHANDRA DAS  
জন্মতাৰিদ: / DOB: 30/03/1977  
মহিলা / Male



**4847 8858 4465**

আধার - সাধারণ মানুষের অধিকার



### তথ্য

- আধার পরিচয়ের প্রমাণ, লাগারিকের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অলাইন প্রমাণীকরণ দ্বারা নাও করুন।

### INFORMATION

- Aadhaar is proof of identity, not of citizenship .
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মুক্তিপত্র প্রদান করে যাওয়া

- আধার ভবিষ্যত সরকারী ও বেসরকারী পরিদেশে প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



আধার

চিকিৎসা  
S/O Nakul Chandra Das, 2ND  
নেপাল পলি, রানাখুড়া,  
পাঁচপুরা, পটুল ২৪ পুরাবন্ধ,  
গুৱাহাটী, ৭৮১৫২

Address:  
S/O Nakul Chandra Das, 2ND  
NEPAL POLLY, Ranabhatia,  
Panchpota, South Twenty Four  
Parganas, West Bengal, 700152

4847 8858 4465

1541  
1800 333 1447

aadhar@uidai.gov.in

www.uidai.gov.in

आयकर विभाग  
INCOME TAX DEPARTMENT  
TAPAN PANJA



भारत सरकार  
GOVT. OF INDIA

SHARAT PANJA

30/10/1970

Permanent Account Number

CKPPP6288U

Signature







भारत सरकार

Unique Identification Authority of India

Enrolment No. 1190/22556/01425

To  
Tapan Panja  
S/O Sarat Panja  
Ranabhatia Main Road  
Garia  
Bhagabatpur  
Panchpota  
South Twenty Four Parganas West Bengal - 700152  
9051227850

Document Date: 24/05/2013

Signature valid



आपका आधार प्रमाणक / Your Aadhaar No. :

2327 7804 6227

मेरा आधार, मेरी पहचान

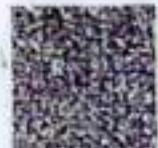


भारत सरकार

Government of India



Tapan Panja  
Date of Birth/DOB: 30/10/1970  
Male/ MALE



2327 7804 6227

मेरा आधार, मेरी पहचान





In case this card is lost / found, kindly inform / return to  
Income Tax PAN Services Unit, UTIITSE,  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड के लौट/पाते हुए कृपया सुनिश्चित करें/रखें एवं  
आयकर विभाग पाता, UTIITSE  
प्लॉट नं. 3, सेक्टर 11, CBD बेलपुर,  
नवी मुंबई - 400 614.





### তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা নাচ করুন।

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- Aadhaar is proof of identity, not of citizenship.
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- আধার সন্তান দেশে মান।
- আধার ক্ষেত্রে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



### ভাৰত সরকার

Unique Identification Authority of India  
Government of India

ভার্তিকারীর নথি / Enrollment No.: 1190/22955/00844

To  
রিপন প্ৰমানন্দ  
Ripan Haoldar  
S/O Prenananda Haoldar  
2NO NEPALPOLLY  
Ranabhatia  
Panchpota  
South Twenty Four Parganas  
West Bengal 700152  
27335165  
MN273351652FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**2930 5094 1804**

আধার - সাধারণ মানুষের অধিকার



ভাৰত সরকার  
Unique Identification Authority of India

ঠিকানা:  
S/O প্ৰমানন্দ হাওলদাৰ, টমা  
বেণালপুৰী, রমাকুমাৰী,  
পাঁচপোতা, মহিষ ২৪ পৰগণা,  
পশ্চিমবঙ্গ, ৭০০১৫২

Address:  
S/O Prenananda Haoldar, 2NO  
NEPALPOLLY, Ranabhatia,  
Panchpota, South Twenty Four  
Parganas, West Bengal, 700152

**2930 5094 1804**



1047  
1800 300 1047  
Toll-Free Number

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www.digiLocker.gov.in

**2930 5094 1804**

আধার - সাধারণ মানুষের অধিকার

ভাৰত সরকার  
Government of India

রিপন হাওলদাৰ  
Ripan Haoldar  
পিতা : প্ৰমানন্দ হাওলদাৰ  
Father : Prenananda Haoldar  
জন্ম বছৰ / Year of Birth : 1982  
পুৰুষ / Male

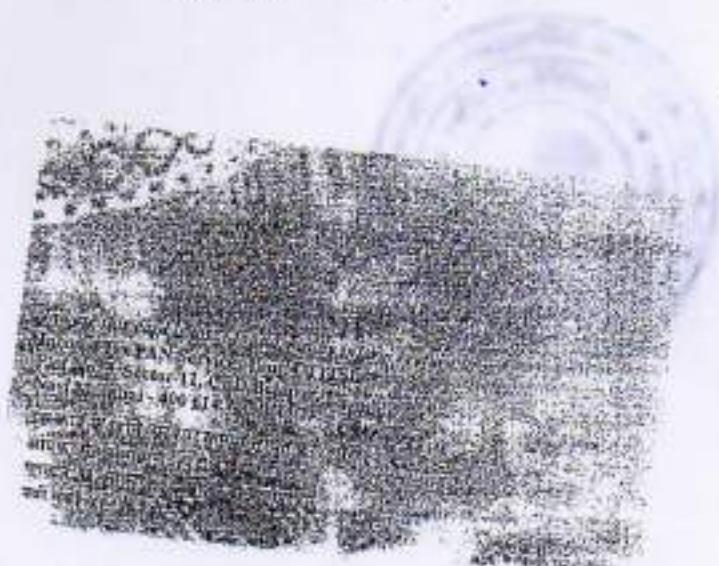






Signature

मालव सरकार







संस्कृति विनिष्ठ भवित्व भाषिकरण  
**भारत सरकार**  
 Unique Identification Authority of India  
 Government of India

उपलिकार्त्तिक नं. / Enrollment No.: 1190/22954/00604

To  
 सुमंगल ढाली  
 Sumangal Dhalli  
 01/06/2013  
 S/O Mahendra Dhalli  
 2 NO NEPAL, POLLY  
 Ranabulsi  
 Panchpota  
 South Twenty Four Parganas  
 West Bengal 700152  
 24/07/2018



MN248782182FT



আপনার আধার সংখ্যা / Your Aadhaar No.

**2991 5869 0626**

আধার - সাধারণ মালুমের অধিকার



ভাৰত সরকার  
 Government of India

সুমংগল ঢালী  
 Sumangal Dhalli  
 পিতা : মহেন্দ্র ঢালী  
 Father : MAHENDRA DHALLI  
 জন্ম মাহ / Year of Birth : 1973  
 পুরুষ / Male



**2991 5869 0626**

আধার - সাধারণ মালুমের অধিকার



### তথ্য

- আধার পরিচয়ের প্রমাণ, সামাজিকভেবে প্রমাণ স্বরূপ।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ স্বারূপ লাভ করুন।

### INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.



জাতীয় বিশিষ্ট পরিচয় প্রমাণ  
Unique Identification Authority of India

ঠিকানা:

S/O মহেন্দ্র ঢাক্কা, ২ নং নেগাল  
গামী, রামপুরিয়া, পাঁচপোলা,  
পঞ্জপুর ১৯ পুরস্কাৰ, পশ্চিমবঙ্গ,  
700152

Address:

S/O Mahendra Dhal, 2 NO  
NEPAL POLLY, Ramapura,  
Panchpola, South Twenty Four  
Parganas, West Bengal, 700152

2991 5869 0626

1940  
1800 303 1947

✉  
help@uidai.gov.in

www.uidai.gov.in

## CC-AP 0411127 THE KOLKATA MUNICIPAL CORPORATION

ASSESSMENT COLLECTION

DEPARTMENT

UNIT/ZONE/BOROUGH

WARD 109

PARTICULARS PROPERTY TAX  
(Fresh/Supplementary) PAYMENT

RECEIPT 012683

DATE 04/01/2021 TIME 15:28:48

OPERATOR 63041

SITHIKA DUTTA

COUNTER 3

COLLECTION CENTRE 14 (SANTOSH PUR)

Assessee No : 3110900094199

Premises and Street : 3782, NAYABAD  
 Mailing Address : 239 NAYABAD  
 NABODIT LANE NO-6  
 P.O.-MUKUNDAPUR, P.S.-PANCHASAYAR  
 KOLKATA-35  
 Pin Code: 700099

Owner :  
 SWAPAN MONDAL

From Qtr	To Qtr	Type	Rebate(Rs.)	Penalty(Rs.)	Interest(Rs.)	Payable(Rs.)
2/2013-14	3/2014-15	FC	295.50	0.00	0.00	5616.00
2/2019-20	2/2020-21	FC	246.25	0.00	0.00	4680.00
3/2020-21	3/2020-21	FC	49.25	0.00	0.00	936.00
4/2020-21	4/2020-21	FC	49.25	0.00	0.00	936.00

\*\* TOTAL AMOUNT PAID : Rs.123948.00

\*\* AMOUNT IN WORDS : Rupees One Lac Twenty Three Thousand Nine Hundred Forty Eight only

Mode	Chq/DD No	Chq/DD Date	Bank Name	Branch Name	Amount(Rs.)
DD	082896	04/01/2021	INDIAN OVERSEAS BANK		123948.00

N.B. Cheque/Draft is subject to realization

*lsg.*

TREASURER

E. and O.E.  
SIGNATURE OF OPERATOR

\*Please do not fold &amp; put any mark on BARCODE

COUNTER FOIL

CC-AP- 0411127

CC-AP-0411127

RECEIPT

DATE

TIME

ASSESSMENT COLLECTION

OPERATOR 012683

04/01/2021

15:28:48

S

SITHIKA DUTTA

3

109

14

123948.00

00.

Assessee No : 3110900094199  
 Premises No : 3782, NAYABAD



Memorandum No 10/1924/R0/ATM/Karla Act 1/2013  
Form A

A Certificate of Mutation  
(See Rule 63)

To. Swapan. M. Mondal. S/o Lt. Rihard. Basian. Mianbad. Nayakhat  
(Name and address of the applicant) Pusla Taluk Koi 99

Reference No. 10.7.98/2.9/2.

He/She is informed that his/her name has been mutated in respect of the land described in the  
Schedule below:

The Schedule



1. District South 24 Parganas
2. Police Station Pusla Taluk
3. Mouza Nayakhat
4. J. L. No 25
5. Khatian No 76
6. Plot No 158
7. Area 5.100.19ch.55kt = 9.31 dec
8. Classification as per ROR shall

Qw  
01.01.13  
Prescribed Authority u/s 50 of the  
West Bengal Land Reforms Act, 1955





ଭାରତ ସଂଗ୍ରହ  
Government of India



ପିତାମହ  
Swapna Mondal  
Pmt. Debi Prasad  
Father: SUPAD BAJAJ MONDAL

ପାତ୍ରିକାନ୍ତିକ ନମ୍ବର  
3080 4187 3063

ଲେବ୍ ନମ୍ବର  
3080 4187 3063



ଆଧାର — ସାଧାରଣ ଜାଲ୍‌ଯେତର ଅଧିକାର



Unique Identification Authority of India

ବ୍ୟାପାର ଏକାଡେମୀ  
ପ୍ରକାଶ ପରିକାଳିକ  
ପାତ୍ରିକା ନମ୍ବର  
ନାମ ଏବଂ ପାତ୍ରିକା ନମ୍ବର

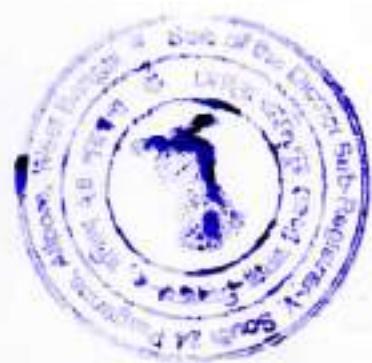
Address: 238, NABODIT  
HAWLAJIA, Mukundpuri,  
South 24 Parganas,  
Mukundpuri, West Bengal,  
700360

3080 4187 3063

1017  
ଆଧାର ନମ୍ବର

1017 3080 4187 3063

1017  
www.aadhaar.gov.in



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SWAPAN MONDAL

BIPADBARAN MONDAL

15/06/1967

Permanent Account Number

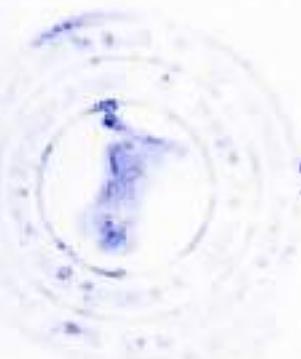
ASWPM5346D

Swapan Mondal

Signature



27/07/2008



ग्राहक का संकेतन करने वाला विभाग  
जनरल ऑफिसर, विभाग  
पुलिस एवं जज विभाग, राजधानी अधिकारी, नई दिल्ली  
फोन नं. ०११-२३३२३२११

प्रमाणित करने वाले का नाम एवं विवर  
प्रमाणित करने वाले का नाम  
Income Tax Permanent Number: ASWPM  
5th Floor, Laxmi Bhawan,  
Kanak Mills Compound,  
S.B. Marg, Janak Puri, New Delhi - 110 012  
Tel: 91-11-2493-0666, 2493-0664  
Email: aswpm5346d@itd.iti.nic.in



### Major Information of the Deed

Deed No :	I-1630-01837/2021	Date of Registration	30/03/2021
Query No / Year	1630-2000630888/2021	Office where deed is registered	
Query Date	22/03/2021 11:21:08 AM	1630-2000630888/2021	
Applicant Name, Address & Other Details	ANTARDOOT MANDAL ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8584881111, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
		Rs. 81,74,443/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 10,070/- (Article:48(g))		Rs. 60/- (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:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3782, , Ward No: 109 Pin Code : 700099

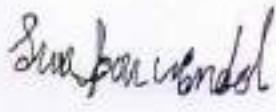
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 1 Chatak 7 Sq Ft		81,44,443/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
	Grand Total :			6.7192Dec	0/-	81,44,443/-	

### 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	0/-	30,000/-	Structure Type: Structure
	Total :	100 sq ft	0/-	30,000/-	Gr. Floor, Area of floor : 100 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Tiles Shed, Extent of Completion: Complete



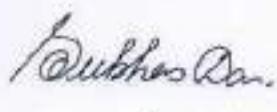
### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
1	<b>Mr SWAPAN MONDAL</b> <b>(Presentant )</b> Son of Late BIPAD BARAN MONDAL Executed by: Self, Date of Execution: 25/03/2021 , Admitted by: Self, Date of Admission: 25/03/2021 ,Place : Office	 25/03/2021	 LTI 25/03/2021	 25/03/2021
239 NABODIP NAYABAD, P.O:- MUKUNDAPUR, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ASxxxxxx6D, Aadhaar No: 30xxxxxxxx3063, Status :Individual, Executed by: Self, Date of Execution: 25/03/2021 , Admitted by: Self, Date of Admission: 25/03/2021 ,Place : Office				

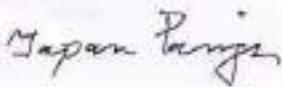
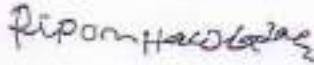
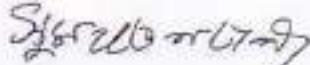
### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>STRS ENTERPRISE</b> 244 NAYABAD DASPARA, P.O:- MUKUNDAPUR, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099 , PAN No.: ACxxxxxx8L,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
1	<b>Mr SUBHAS DAS</b> Son of Mr NAKUL CH DAS Date of Execution - 25/03/2021 , , Admitted by: Self, Date of Admission: 25/03/2021 , Place of Admission of Execution: Office	 Mar 25 2021 2:55PM	 LTI 25/03/2021	 25/03/2021
RANABHUTIA, P.O:- PANCHPOTA, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BIxxxxxx7G, Aadhaar No: 48xxxxxxxx4465 Status : Representative, Representative of : STRS ENTERPRISE (as Partner)				



2	Name	Photo	Finger Print	Signature
Mr TAPAN PANJA	Son of Late SARAT PANJA Date of Execution - 25/03/2021, , Admitted by: Self, Date of Admission: 25/03/2021, Place of Admission of Execution: Office			
Mar 25 2021 2:56PM				
Mr RANABHUTIA	RANABHUTIA, P.O:- PANCHPOTA, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: CKxxxxxx8J, Aadhaar No: 23xxxxxxxx6227 Status : Representative, Representative of : STRS ENTERPRISE (as PARTNER)	LTI 25/03/2021		25/03/2021
3				
Mr RIPAN HAOLADAR	Son of Mr PREMANANDA HAOLADAR Date of Execution - 25/03/2021, , Admitted by: Self, Date of Admission: 25/03/2021, Place of Admission of Execution: Office			
Mar 25 2021 2:56PM				
Mr PANCHPOTA				
Mr PANCHPOTA	PANCHPOTA, P.O:- PANCHPOTA, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AMxxxxxx5E, Aadhaar No: 29xxxxxxxx1804 Status : Representative, Representative of : STRS ENTERPRISE (as PARTNER)	LTI 25/03/2021		25/03/2021
4				
Mr SHUMANGAL DHALI	Son of Late MAHENDRA DHALI Date of Execution - 25/03/2021, , Admitted by: Self, Date of Admission: 25/03/2021, Place of Admission of Execution: Office			
Mar 25 2021 2:57PM				
Mr PANCHPOTA				
Mr PANCHPOTA	PANCHPOTA, P.O:- PANCHPOTA, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AMxxxxxx5H, Aadhaar No: 29xxxxxxxx0626 Status : Representative, Representative of : STRS ENTERPRISE (as PARTNER)	LTI 25/03/2021		25/03/2021

#### Identifier Details :

Name	Photo	Finger Print	Signature
Mr ANTARDOOT MANDAL			
Son of PABITRA KUMAR MANDAL ALIPORE JUDGES COURT, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	25/03/2021	25/03/2021	25/03/2021

Identifier Of Mr SWAPAN MONDAL, Mr SUBHAS DAS, Mr TAPAN PANJA, Mr RIPAN HAOLADAR, Mr SHUMANGAL DHALI



**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN MONDAL	STRS ENTERPRISE-6.71917 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN MONDAL	STRS ENTERPRISE-100.00000000 Sq Ft



On 25-03-2021

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

Presented for registration at 14:23 hrs on 25-03-2021, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr SWAPAN MONDAL, Executant.

**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 81,74,443/-

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

Execution is admitted on 25/03/2021 by Mr SWAPAN MONDAL, Son of Late BIPAD BARAN MONDAL, 239 NABODIP NAYABAD, P.O: MUKUNDAPUR, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession Business

Identified by Mr ANTARDOOT MANDAL, , Son of PABITRA KUMAR MANDAL, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 25-03-2021 by Mr SUBHAS DAS, Partner, STRS ENTERPRISE, 244 NAYABAD DASPARA, P.O: - MUKUNDAPUR, P.S: - Purba Jadabpur, District-South 24-Parganas, West Bengal, India, PIN - 700099

Identified by Mr ANTARDOOT MANDAL, , Son of PABITRA KUMAR MANDAL, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 25-03-2021 by Mr TAPAN PANJA, PARTNER, STRS ENTERPRISE, 244 NAYABAD DASPARA, P.O: - MUKUNDAPUR, P.S: - Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099

Identified by Mr ANTARDOOT MANDAL, , Son of PABITRA KUMAR MANDAL, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 25-03-2021 by Mr RIPAN HAOLADAR, PARTNER, STRS ENTERPRISE, 244 NAYABAD DASPARA, P.O: - MUKUNDAPUR, P.S: - Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099

Identified by Mr ANTARDOOT MANDAL, , Son of PABITRA KUMAR MANDAL, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 25-03-2021 by Mr SHUMANGAL DHALI, PARTNER, STRS ENTERPRISE, 244 NAYABAD DASPARA, P.O: - MUKUNDAPUR, P.S: - Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099

Identified by Mr ANTARDOOT MANDAL, , Son of PABITRA KUMAR MANDAL, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

#### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 80/- ( E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/03/2021 12:47PM with Govt. Ref. No: 192020210249781531 on 25-03-2021, Amount Rs: 28/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKQ0058818 on 25-03-2021, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 10,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 2727, Amount: Rs.50/-, Date of Purchase: 22/03/2021, Vendor name: A K Samajpati

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/03/2021 12:47PM with Govt. Ref. No: 192020210249781531 on 25-03-2021, Amount Rs: 10,020/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKQ0058818 on 25-03-2021, Head of Account 0030-02-103-003-02

*[Signature]*  
Rita Lepcha

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

On 30-03-2021

**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.

*[Signature]*  
Rita Lepcha

**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 1630-2021, Page from 56895 to 57018

being No 163001837 for the year 2021.



Digitally signed by RITA LEPCHA  
Date: 2021.03.30 12:46:09 +05:30  
Reason: Digital Signing of Deed.

(Rita Lepcha) 2021/03/30 12:46:09 PM

**DISTRICT SUB-REGISTRAR**

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

**West Bengal.**



**(This document is digitally signed.)**