



DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER
POWER OF ATTORNEY is made this the 2.5th day of May Two Thousand
and Twenty-two (2022)

BETWEEN

SL.NO. 18 181 Name- Tapesh Meshre Advocate ADD- Heigh Court calcutte

RS. 100/-

TANMOY KAR PURKAYASTRA (STAMP VENDOR) ALIPORE POLICE COURT KOLKATA-27





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(1) SRI BIJENDRA RAY ALIAS BIRENDRA ROY, (PAN: ARDPR4259G), (Aadhaar No. 7767 9382 9321), son of Late Suraj Roy, by faith-Hindu, Nationality-Indian, by Occupation-Business, residing at Premises No. 207, South Ray Nagar, Post Office & Police Station - Bansdroni, Kolkata - 700070, (2) SMT. MONIDIPA CHATTERJEE, (PAN: AYLPC4254B), (Aadhaar No. 9289 8360 5911), daughter of Late Manotosh Sarkar, by faith-Hindu, Nationality-Indian, by Occupation- Housewife, residing at "Puja Apartment", 2 Co. Operative Housing Society, Ray Nagar South, Post Office & Police station - Bansdroni, Kolkata 700070, (3) SMT. DIPANWITA BHOWMICK, (PAN: ALUPB2141G), (Aadhaar No. 4537 2237 4549), daughter of Late Manotosh Sarkar, by faith-Hindu, Nationality-Indian, by Occupation - Housewife, residing at Premises No. 207, South Ray Nagar, Post Office & Police station - Bansdroni, Kolkata - 700070 and (4) SRI MILAN SARKAR, (PAN: HDJPS3031L), (Aadhaar No. 7614 8362 1890), son of Late Debendra Bijoy Sarkar, by faith-Hindu, Nationality-Indian, by Occupation-Service, residing at Premises No. 207, South Ray Nagar, Post Office & Police Station - Bansdroni, Kolkata - 700070, hereinafter jointly called and referred to as the "OWNERS/FIRST PARTY" (which expression shall unless repugnant to the context be deemed to mean and include their legal heirs successor, representative and assigns) of the ONE PART

AND

"M/S. ROY ENTERPRISE", (PAN – CZFPR7264F), a Proprietorship firm, having its registered office at Premises No. 207, South Ray Nagar, Post Office & Police Station - Bansdroni, Kolkata - 700070, represented by its Sole Proprietress MISS ROHINI ROY, (PAN – CZFPR7264F), (Aadhaar No. 8604 6176 5545), daughter of Sri Bijendra Roy, by faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 5, Roynagar Co-operative Housing Society, Post Office & Police Station - Bansdroni, Kolkata 700070, District – South 24-Parganas, hereinafter called and referred to as the "DEVELOPER/SECOND PARTY" (which expression unless repugnant to the context shall mean and include her legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the SECOND PART.

WHEREAS Sri Bijendra Roy alias Birendra Roy, son of Late Suraj Roy is the sole and absolute owner in respect of ALL THAT piece and parcel of land being Roynagar co-operative Housing Society Scheme (Layout) Plot No. 5 measuring an area 3 Cottahs 6 Chittacks 11 Square Feet together with structure thereon comprised in Dag No.



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236, under Khatian No. 411, 412 and 413, Touzi No. 3, 4, 5, Mouza-Roynagar, J.L. No. 47, R.S. No. 175/29, being Municipal Premises No. 207, South Roy Nagar, Police Station-Bansdroni, under K.M.C. Ward No. 112 in the District of South 24 Parganas by virtue of a registered Deed of Sale dated 14.10.1999 executed and registered by his Vendor Sri Rabiranjan Sarkar which was registered in the office of the A.D.S.R. Alipore and recorded in Book No. 1, Volume No. 64, Pages 264 to 284, being No. 00982 for the year 2003.

AND WHEREAS one Manotosh Sarkar, son of Late Beharilal Sarkar, deceased father of the Owners No. 2 & 3 herein was the sole and absolute owner in respect of ALL THAT piece and parcel of land being Roynagar Co-operative Housing Society Scheme (Layout) Plot No. 7 containing an area 1 Cottah 15 Chittacks 29 Square Feet, together with structure thereon comprised in Dag No. 236, under Khatian Nos. 411, 412 and 413, Touzi No. 3, 4, 5, Mouza - Roynagar, J.L. No. 47, R.S. No. 175/29, being Municipal Premises No. 34, South Roynagar, Police Station - Bansdroni, under Kolkata Municipal Ward No. 112 in the District of South 24-Parganas by virtue of a registered Deed of Sale executed and registered by the Roynagar Co-operative Housing Society of Roynagar, Post Office - Bansdroni, Police Station - previously Regent Park now Bansdroni, Kolkata - 700070, under K.M.C. Ward No. 112, District-South 24 Parganas.

AND WHEREAS Sri Milan Sarkar, son of Late Debendra Bejay Sarkar is the sole and absolute owner in respect of ALL THAT piece and parcel of land being Roynagar Co-operative Housing Society Scheme (Layout) Plot No. 6, Containing an area 2 Cottahs 24 Square Feet together with structure thereon comprised in Dag No 236, under Khatian No. 411, 412 and 413, Touzi No. 3, 4, 5 Mouza - Roynagar, J.L. No. 47, R.S. No 175/29, being Municipal Premises No. 42, South Roynagar, Police Station - Bansdroni under K.M.C. Ward No. 112, in the District of South 24-Parganas, by virtue of a registered Deed of Sale registered at the office the Registrar of Assurance at Calcutta and recorded in Book No. 1, Volume No. 344, Pages 40 to 50, Being No. 14143 for the year 1991.

AND WHEREAS all the three plots of land described above situate and lying adjacent to each other.

AND WHEREAS all the Owners i.e. Sri Bijendra Roy alias Birendra Roy, Manotosh Sarkar since deceased and Sri Milan Sarkar have jointly decided to construct one building to get the benefit and FAR and thus mutually agreed to exchange and transfer of the ownership in respect of the Ownership in respect of undivided share each of their



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respective land among themselves and accordingly they executed several Deed of Gift to each other as follows:

- a) Manotosh Sarkar since deceased transferred 3 Chittacks of land together with tiled shed structure measuring 100 Square Feet to Milan Sarkar by way of gift and the same was registered in the office of the D.S.R.-I, Alipore and recorded as Book No. 1, C.D. Volume No. 7, Pages from 1366 to 1378, Being No. 01612 for the year 2015.
- b) Sri Bijendra Roy alias Birendra Roy transferred 3 Chittacks of land together with tiled shed structure measuring 100 Square Feet to Milan Sarkar by way of gift and the same was registered in the office of the D.S.R.- 1, Alipore and recorded as Book No. 1, C.D. Volume No. 7, Pages from 1340 to 1352, Being No. 01610 for the year 2015,
- c) Milan Sarkar transferred 3 Chittacks of land together with tiled shed structure measuring 100 Square Feet to Sri Bijendra Roy alias Birendra Roy by way of gift and the same was registered in the office of the D.S.R. I, Alipore and recorded as Book No. 1, C.D. Volume No. 7, Pages from 133 to 1365, Being No. 01611 for the year 2015.
- d) Sri Bijendra Roy alias Birendra Roy transferred 3 Chittacks of land together with tiled shed structure measuring 100 Square Feet to Manotosh Sarkar by way of gift and the same was registered in the office of the D.S.R.-I, Alipore and recorded as Book No. 1, C.D. Volume No. 1605-2015, Pages from 113198 to 113215, Being No. 160508001 for the year 2015.
- e). Manotosh Sarkar since deceased transferee 3 Chittacks of land together with tiled shed structure measuring 100 Square Feet to Birendra Roy by way of gift and the same was registered in the office of the D.S.R.-I, Alipore and recorded as Book No. 1, C.D. Volume No. 1605-2016, Pages from 8041 to 8058, Being No. 160500284 for the year 2016.
- f) Milan Sarkar transferred 3 Chittacks of land together with tiled shed structure measuring 100 Square Feet to Manotosh Sarkar since deceased by way of gift and the same way registered in the office of the D.S.R.-1, Alipore and recorded as Book No. 3 CD Volume No. 1605-2016, Pages from 7971 to 7988, Being No. 160500283 for the year 2016



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AND WHEREAS after execution of above Gift Deeds, said Sri Bijendra Roy alias Birendra Roy, Manotosh Sarkar since deceased and Sri Milan Sarkar became the joint and absolute Owners of the total plot of land measuring 7 Cottahs 6 Chittacks and 19 Square Feet and mutated their names jointly in the record of Kolkata Municipal Corporation and the said total property is situated and comprised in Mouza - Roy Nagar, Revenue Survey No. 175/29, J.L. No. 47, Khatian Nos. 411, 412 & 413, Dag No. 236, at present known and numbered as Municipal Premises No 207, South Roy Nagar, corresponding to Postal Address 5, Roy Nagar Co operative Housing Society, Bansdroni (United Club), Police Station - Bansdroni, Kolkata-700070, under K.M.C. Ward No. 112, Assessee No. 31-112-19-0207-6, District-South 24-Parganas.

AND WHEREAS while enjoying the above mentioned property, said Manotosh Sarkar, died intestate on 29.12.2018, leaving behind him his two daughters namely Smt. Monidipa Chatterjee and Smt. Dipanwita Bhowmick, the present Owners/Vendors No. 2 & 3 herein as his only legal heirs and successors who have jointly inherited the aforesaid property left by said deceased Manotosh Sarkar as per Hindu Succession Act, 1956. It is noted that wife of said Manotosh Sarkar namely Jaya Sarkar died previously on 21.11.1997.

AND WHEREAS thus the present Owners/First Party herein seized and possessed of ALL THAT piece and parcel of land measuring about 7 Cotthas 6 Chittacks and 19 Square Feet, be the same or a little more or less, situated and comprised in Mouza-Roy Nagar, Revenue Survey No. 175/29, J.L. No. 47, Khatian Nos. 411, 412 & 413, Dag No 236, at present known and numbered as Municipal Premises No 207, South Roy Nagar, corresponding to Postal Address 5, Roy Nagar Co-operative Housing Society, Bansdroni (United Club), Police Station Bansdroni, Kolkata-700070, under K.M.C. Ward No. 112, Assessee No 31-112-19-0207-6, District-South 24 Parganas, which is morefully and particularly described in FIRST SCHEDULE hereunder written and now the present Owners herein are in physical possession of the said property which is free from all encumbrances.

AND WHEREAS the Owners/First Party above named have now expressed their desire and approached the Developer/Second Party to develop the said property being ALL THAT piece and parcel of land measuring about 7 Cotthas 6 Chittacks and 9 Square Feet, be the same of a little more or less, situated and comprised in Mouza-Roy Nagar, Revenue Surve, No. 175/29, J.L. No. 47, Khatian Nos. 411, 412 & 413, Dag No. 236, known as Municipal Premises No. 207, South Roy Nagar, corresponding to Postal



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Address 5, Roy Nagar Co-operative Housing Society, Bansdroni (United Club), Police Station-Bansdroni, Kolkata-700070, under K.M.C. Ward No. South 24 112, Assessee No. 31-112-19-0207-6, District – South 24-Parganas by raising new construction of a multi storied building thereon as per the Building Plan to be sanctioned by the Kolkata Municipal Corporation and constructed by the Developer/Second Party.

AND WHEREAS the Developer/Second Party having sufficient experience and fund has agreed to the proposal of the Owners/First Party and thereafter the Owners/First Party agreed authorize the Developer/Second Party for development of the said property, which is morefully and particularly described in the FIRST SCHEDULE hereunder written as per the building plan to be sanctioned by the Kolkata Municipal Corporation and as per the specification by the Kolkata Municipal Corporation and as per the specification annexed hereto at the costs and expenses of the Developer/Second Party and both the parties herein entered into this agreement in the following manner and the following definition clauses will be part and parcel of this Agreement.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the land owners and agreed to develop the FIRST SCHEDULE property and to erect building thereon in terms of the sanctioned building plan at its own costs, expenses and efforts and in pursuance to the above, the parties herein have entered into this Agreement in between them on the following terms and conditions:

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

- DEFINITION: Unless there is anything repugnant to the subject or context:
 - a) LANDOWNERS: shall mean (1) SRI BIRENDRA ROY ALIAS BIJENDRA ROY, son of Late Suraj Roy, by faith-Hindu, nationality-Indian, by occupation-Business, residing at Premises No. 207, South Ray Nagar, Post Office-Bansdroni, Police Station- Bansdroni, Kolkata 700070 (2) SMT. MONIDIPA CHATTERJEE, daughter of Late Manotosh Sarkar, by faith Hindu, nationality-Indian, by occupation- Housewife, residing at Puja Apartment, 2 Co.Operative Housing Society, Ronagar South, Post Office & Police station Bansdroni, Kolkata 700070 (3) SMT. DIPANWITA BHOWMICK daughter of late Manotosh sarkar, by faith Hindu, nationality-Indian, by occupation- Housewife, residing at Premises No. 207, South Ronagar, Post Office & Police station –



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Bansdroni, Kolkata 700070 and (4) SRI MILAN SARKAR, son of Late Debendra Bijoy Sarkar, by faith-Hindu, nationality-Indian, by occupation-Service, residing at Premises No. 207, South Ray Nagar, Post Office & Police Station - Bansdroni, Kolkata - 700070.

- b) DEVELOPER shall mean "M/S. ROY ENTERPRISE", a Proprietorship firm, having its registered office at Premises No. 207, South Ray Nagar, Post Office & Police Station Bansdroni, Kolkata 700070, represented by its Sole Proprietress MISS ROHINI ROY, daughter of Sri Bijendra Roy, by faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 5, Roynagar Co-operative Housing Society, Post Office & Police Station Bansdroni, Kolkata 700070, District South 24-Parganas.
- c) TITLE DEEDS shall mean all the documents referred to herein above recital.
- d) PREMISES shall mean the ALL THAT piece and parcel of land measuring an area 7 (seven) Cottahs, 6 (six) Chittacks and 19 (nineteen) Square Feet, be the same or a little more or less, together with structure standing thereon, comprised in Dag No. 236, under Khatian Nos. 411, 412 & 413, Touzi Nos. 3, 4 & 5, Mouza-Roynagar, J.L. No. 47, R.S. No. 175/29, at and being Municipal Premises No. 207, South Roy Nagar, corresponding to Postal Address 5, South Roy Nagar Cooperative Housing Society Bansdroni (United Club), Police Station-Bansdroni, Kolkata 700070, being Assessee No. 31-112-19-0207-6, within the territorial limits of the Kolkata Municipal Corporation, under its Ward No. 112, in the District-South 24 Parganas (hereinafter called the Said Premises) fully described in the FIRST SCHEDULE hereunder written.
- e) BUILDING: shall mean the building or buildings to be constructed on the said premises.
- f) COMMON FACILITIES AND AMENITIES: shall include corridors, stairways, passage ways, driveways, common lavatories, pump room, tube well, ground water reservoir, overhead water tank, water pump root etc.
- g) SALEABLE SPACE: shall mean be space in the building available for independent use and occupation after making due provisions for common facilities and the space required therefore.



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- h) OWNERS' ALLOCATION: Shall mean the Owners shall jointly get ALL THAT one self contained flat comprising 1200 Square Feet, on the First Floor, North-West side, two self contained flats comprising 540 Square Feet each, on the First Floor, South-West side and one self contained flat comprising 1800 Square Feet, on the Third Floor, South facing and also parking area together with undivided proportionate right, title, interest and share in the land underneath the building and in the common portions and common facilities, easements, amenities, comprised in the said building together with the common rights of the top floor roof of the new building.
- DEVELOPER'S/PROMOTER ALLOCATION: shall mean remaining portion of the total constructed area in the building to be constructed on the said premises after allocation to the Owners.
- j) CORPORATION:- Corporation shall mean the Kolkata Municipal Corporation and shall include the Kolkata Metropolitan Development Authority and other concerned Authorities, which may recommend comment upon, approve and/or sanction the plan.
- k) COVERED AREA:- Covered Area shall mean the entire covered area as may be sanctioned by the Corporation and shall include the plinth area of the units, including the plinth area of bath rooms and balconies and open terrace, if any, appurtenant thereto and also the thickness of the walls (external and/or internal) and pillars and the area of common portions provided that if any wall be common between the two (2) units then 1/2 (half) of the area under such wall shall be included in such unit.
- PLANS:- Plans shall mean the plans of the new building to be sanctioned and approved by the Kolkata Municipal Corporation and shall also mean such plans, drawings, designs, elevation, specification as may be prepared by the Architects modifications, if any, including variations and/or modifications, if any.
- m) COMMON AREAS & FACILITIES:- Common areas & facilities shall mean the common parts, portions or installations in the proposed building for the use of the flat owners of the building, which include path ways, boundary walls, service





areas, stair cases, landings, roof entrance, pump room, meter room, sewerage, underground reservoir, overhead tank, all pipelines, electrical and sanitary lines etc.

- NOTE: (A) Masculine Gender shall include the Feminine Gender and vice-versa.
 (B) Singular number includes plural number and vice-versa.
- THE ARCHITECT: Shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said property.
- p) BUILDING PLAN; Would mean such plan prepared by the Architect for the construction of the Building and sanctioned by The Kolkata Municipal Corporation and/or any other competent authorities as the case may be.
- q) TRANSFER: With its grammatical variation shall include possession under a Agreement or part performance of a contract and by any other means according to Transfer of Properties Act, 1882.
- TRANSFEREE; shall mean and person, firm, limited company, Association of persons or body of individuals to whom any space in the building has been transferred.
- s) SUPER BUILT UP, AREA: Shall mean the sum of areas of a flat i.e. the multiplication of length and breadth, which will be measured from wall to wall externally in both length and breadth side and 18% to 20% of that area
- submission of the Documents and all other related necessary papers in original shall be submitted by the Owners to the Developer and against this submission the Developer shall issue a proper receipt to the Owners for their documents. These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of Developer's allocation and all other ailed jobs.
- THIS AGREEMENT shall be deemed to have commenced on and with effect from 23rd day of May Two Thousand Twenty Two (2022).



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THE OWNERS DECLARE as follows -

- a) That Owners/First Party are absolutely seized and possessed of and or otherwise well and sufficiently entitled to the said premises.
- b) That the said premises is free from all encumbrances and the Owners have a marketable title in respect of the said premises.
- c) That there is no excess vacant land at the said premises within the meaning of the Urban land (Ceiling and Regulation) Act, 1975.
- d) The Developer pay all taxes, rents and other dues if any before execution of this Agreement and after getting the possession the Developer adjust from the Land Owners.

THE OWNERS HAVE REPRESENTED TO THE DEVELOPER as follows:

- 4. The Owners/First Party hereto are the absolute joint owners of ALL THAT piece and parcel of land measuring about 7 (Seven) Cottahs 6 (Six) Chittacks 19 (Nineteen) Square Feet be the same or a little more or less situated and comprised in Mouza-Roy Nagar, Revenue Survey No. 175/29, J.L. No. 47, Khatian No. 411, 412 and 413, known as Municipal Premises No. 207, South Roy Nagar, corresponding to Postal Address 5, South Roy Nagar Co-Operative Housing Society, Bansdroni, (United Club), Police Station-Bansdroni, Kolkata-700070, within the limits of Kolkata Municipal Corporation, Ward No 112, being Assessee No. 31-112-19-0207-6, District-South 24 Parganas.
- No person other than the Owner has any right, title and/or interest of any nature whatsoever in the said premises and/or part thereof.
- The right, title and interest of the owner in the premises are free from all encumbrances, whatsoever and the Owner has a good and marketable title thereof.
- No part of the premises has been or is liable to be acquired under the Urban Land (Ceiling and regulation) Act, 1976 and/or under any other law and no proceedings has been initiated or/are pending in respect thereof.



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- Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Revenue or any other Public Demand.
- The Owners have not in any way dealt with the premises whereby the right, title
 and interest of the Owner as to the Ownership, use development and enjoyment
 thereof, is or may be effected in any manner whatsoever.
- There is no Wakf, Tomb, Mosque, Burial Ground and/or any charge of encumbrances relating to or on the premises or any part thereof.
 - The Owners are fully and sufficiently entitled to enter into this agreement.
 - 12. The Developer/Second Party herein having approached by the Owners/First Party with a proposal to develop the said premises by constructing a new building as per plan to be sanctioned by the Kolkata Municipal Corporation, the Owners/First Party and the Developer/Second Party has accepted the proposal of each other and the Owners/First Party has agreed to permit the Developer/Second Party to develop. construct, build, sale and also commercially utilize the said property by way of construction of the proposed new building in place of existing old structure at the said premises at it's own costs and expenses on the basis of terms and conditions contained hereto.
 - 13. Immediately after completion of the said new Building the Developer /Second Party shall first handover the possession to the Owners/First Party or their nominee the undisputed land Owners' Allocation. Thereafter the Developer/Second Party handover the possession to the prospective Owners in respect of the properties failing under the Developer's Allocation in favour of the intending Purchasers.
 - 14. The representations of the Owners mentioned hereinabove are hereinafter collectively called the "Said Representations" and the Owners confirm that the said representations are true and correct.
 - 15. The Developer/Second Party has agreed to undertake the construction of the proposed Building in place of the existing old structure and to complete the project and to do the Works as and on the terms and conditions mentioned hereunder.



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NOW IT IS HEREBY AGEED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- In consideration of the Owners/First Party having agreed to grant to the Developer/Second Party the exclusive right to develop the said premises, the Developer/Second Party has agreed to make construction of the proposed project at it's own costs and expenses without calling upon the Owners/First Party to contribute any amount whatsoever for construction of the said building.
- The Owners/First Party has appointed the Developer/ Second Party for develop the said property by constructing new building thereon consisting of several stories and Developer/Second Party has accepted such appointment on the terms and conditions contained herein.
- 3. The Owners/First Party shall pay and bear all the arrears Corporation Taxes, if any, up to the sanction of the proposed Building Plan and after delivery of possession of the Owner's Allocation in the proposed new Building, the Owners/First Party will be liable to pay the proportionate share of Corporation Taxes till such time the Units/Flats are separately assessed by the Corporation.
- 4. The Developer/Second Party shall have full right and/or authority to make such changes in the said plan to be sanctioned by The Kolkata Municipal Corporation as the Developer/Second Party may be advised by its Architect and to have the sanctioned from The Kolkata Municipal Corporation but such change shall not amount to curtailment and/or any type of disadvantage in the interest of the Owners/First Party or in the enjoyment of the Owners' Allocation. The Owners shall sign all such revised/modified Building Plans and all the relevant papers and documents that may be necessary for and incidental to such sanction by the Corporation.
- Subject to Force Majeure and reasons beyond control of the Developer/Second Party the construction will be completed 24 (Twenty four) months from the date of sanction of the building plan from the K.M.C. and delivery of possession of the property, whichever is later, being ALL THAT piece and parcel of land measuring about 7 (Seven) Cottahs 6 (Six) Chittacks 19 (Nineteen) Square Feet be the same or a little more or less, situated and comprised in Mouza Roynagar, Revenue Survey No. 175/29, J.L. No. 47, Khatian No. 411, 412 and 413, Dag No. 236, known as Municipal Premises No. 207, South Roy Nagar, corresponding to Postal



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Address 5, South Roy Nagar Housing Co-operative Society, Bansdroni (United Club), Police Station - Bansdroni, Kolkata-700070, within the limits of Kolkata Municipal Corporation, Ward No. 112, being Assessee No. 31-112-19-0207-6, District - South 24-Parganas, to the Developer/Second Party. The Developer/Second Party shall at its own costs and expenses complete the proposed project by making construction of the proposed new building and shall deliver possession of the entirety of the Owners' Allocation to the Owner/First Party complete in all respect as mentioned in the SECOND SCHEDULE hereto with such reasonable changes as will be advised by the Architect.

- 6. The Developer/Second Party shall construct maximum area is can be constructed on the said premises such in a commercially viable manner, permissible under the Building Rules and Regulations and Bye-Laws of the Kolkata Municipal Corporation and in conformity with the plans
- It is agreed by and between the parties hereto that the Developer/Second Party shall not part with possession and/or otherwise deal with the property with any intending Purchaser Purchasers prior to delivery of Owner's Allocation.
- 8. The Developer shall demolish the existing building and shall be entered in the sale proceeds of the debris in exchange of which the Developer with the consent of all the Owners, provide only to the said Owners with an alternative accommodation and shall pay rent Rs. 6,000/- only per month each for it during the period and full they have received possession of their allocation in the new building. The shifting of the Owners' furniture/other house and articles to rented house and from rented house to newly constructed building shall be borne by the Developer.
- 9. It is hereby clearly agreed by and between the parties hereto that the event of delay in completion of the project caused due to any circumstances such as Force Majeure or due to fault or defect in any manner whatsoever on the part of the Owners/First Party, such period of delay shall be excluded from the period of 24 (Twenty four) months from the date of sanction of the building plan from the KMC as stated herein above.
- 10. The Owners/First Party doth hereby give their consent to modify, change or suitable after the said plans and shall give such other consent, sign papers, documents, deeds and undertakings and render such co-operation, as be required by the Developer/Second Party for the sanction of such modified plans or



Registrar U/S 7 (2) of Registrat U/S 7 (2) of Registration 1906
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otherwise for the construction of the proposed new building in place of existing structure at Municipal Premises No 207, South Roy Nagar, corresponding to Postal Address 5, South Ray Nagar Co operative Housing Society, Bansdroni (United Club), Police Station-Bansdroni, Kolkata - 700070, within the limits of Kolkata Municipal Corporation, Ward No. 112, District South 24 Parganas.

In consideration with the aforesaid, it is agreed and clarified as follows:

- A. Any modification and/or alteration of the said sanctioned plan, if there be any, shall be at the direction of the Developer/Second Party and shall be prepared by the Architects and shall be submitted to the Corporation for necessary sanction in the name of the Owners but otherwise at the cost of the Developer/Second Party.
- B. The Developer/Second Party shall be at liberty to do all works as to be required for the project and utilize the existing or new water, electricity connections in the said premises at its own costs and expenses. The Developer/Second Party shall have the right to obtain temporary connection of the utilities for the projects and the Owners/First Party shall sign and execute all papers and documents necessary thereof
- C. All costs charges and expenses for preparation and sanction of plans and all costs of obtaining N.O.C. from U.L.C. if any, mutation of the property in question and preparation of other documents shall be borne and paid by the Developer/Second Party, exclusively.
- 12.(A) The Owners/First Party in pursuance of this Agreement hereby giving a Power of Attorney in favour of the Developer/Second Party by virtue of which the Developer/ Second Party shall be entitled to enter into Agreement for Sale in respect of the Developer's Allocation and shall be entitled to execute and register Deed of Conveyance/s in respect of the Developer's Allocated Flats, Units and Car Parking spaces and proportionate share of land relating to the area under the Developer's Allocation under this Agreement and/or its nominee/s or intending Purchaser/s of the proposed building.
 - (B) The Developer/Second Party on completion of the construction of the project shall give the Owners the undisputed possession of their allocation within 24 (Twenty four) months from the date of sanction of the building plan from the K.M.C. and/or



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handing over possession of the said land, whichever is later, subject to force majeure.

- (C) The Developer/Second Party shall be exclusively entitled to Developer's Allocation in the said new Building and shall have the absolute right and full authority to transfer and/or otherwise deal with and/or disposed of the same in any manner whatsoever.
- (D) The Developer/Second Party shall be free to deal with the Developer's Allocation in the said newly constructed Building without imposing any financial burden or liability upon the Owners in any manner whatsoever.

13. THE OWNERS HEREIN EXECUTE THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:

The Owners herein namely, (1) SRI BIJENDRA RAY ALIAS BIRENDRA ROY, (PAN: ARDPR4259G), (Aadhaar No. 7767 9382 9321), son of Late Suraj Roy, by faith-Hindu, Nationality-Indian, by Occupation-Business, residing at Premises No. 207, South Ray Nagar, Post Office & Police Station - Bansdroni, Kolkata - 700070, (2) SMT. MONIDIPA CHATTERJEE, (PAN: AYLPC4254B), (Aadhaar No. 9289 8360 5911), daughter of Late Manotosh Sarkar, by faith-Hindu, Nationality-Indian, by Occupation-Housewife, residing at "Puja Apartment", 2 Co. Operative Housing Society, Ray Nagar South, Post Office & Police station - Bansdroni, Kolkata 700070, (3) SMT. DIPANWITA BHOWMICK, (PAN: ALUPB2141G), (Aadhaar No. 4537 2237 4549), daughter of Late Manotosh Sarkar, by faith-Hindu, Nationality-Indian, by Occupation -Housewife, residing at Premises No. 207, South Ray Nagar, Post Office & Police station -Bansdroni, Kolkata - 700070 and (4) SRI MILAN SARKAR, (PAN: HDJPS3031L), (Aadhaar No. 7614 8362 1890), son of Late Debendra Bijoy Sarkar, by faith-Hindu. Nationality-Indian, by Occupation-Service, residing at Premises No. 207, South Ray Nagar, Post Office & Police Station - Bansdroni, Kolkata - 700070, do hereby appoint "M/S. ROY ENTERPRISE", (PAN - CZFPR7264F), a Proprietorship firm, having its registered office at Premises No. 207, South Ray Nagar, Post Office & Police Station -Bansdroni, Kolkata - 700070, represented by its Sole Proprietress MISS ROHINI ROY, (PAN - CZFPR7264F), (Aadhaar No. 8604 6176 5545), daughter of Sri Bijendra Roy, by faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 5, Roynagar Co-operative Housing Society, Post Office & Police Station - Bansdroni, Kolkata 700070, District - South 24-Parganas, as their lawful Constituted Attorney on their behalf to do



Registration 1908
Alipers, South 24 Persones

the following acts in respect of their property as mentioned in the FIRST SCHEDULE below:

- To look after and manage the property on behalf of the Owners.
- ii. To appear and act in all the Courts such as Civil or Criminals, Originals, Revisional or Appellate Courts and also in the Registration Offices and in any other Office of Government, in the Office of The Kolkata Municipal Corporation or any other Municipality, Improvement Trust, The Kolkata Metropolitan Development Authority, Commissioner of any Division or District Board, Panchayat or any other office or Local Authority on behalf of us and for such purpose my said Attorney may accept service of any summons or any notice issued by any authority, shall be received by our said Lawful Attorney.
- To sign and verify and plaint, written, statements, petition of claim and objection, memorandum of Appeal and petition and application of all kinds and to file them relating to the aforesaid properties as mentioned in the FIRST SCHEDULE hereunder written in any such Court or Office.
- iv. To appoint, engage on our behalf any Advocate, Pleader, Solicitors, Revenue Agent or any other legal practitioner whenever our said Attorney shall think proper to do so and to discharge and/or terminate his appointments.
- v. To cause mutation of our said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and also in the record of Ld. B.L. & L.R.O. within the jurisdiction and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corporation as and when necessary on our behalf.
- vi. To demarcate or delineate our said property that be necessary for the said purpose by virtue of a Deed of Boundary Declaration or any other Declaration or Deed of Rectification to be registered before the concerned registering authority and/or to sewer any affidavit related thereto.
- vii. To deposit the revenue for our said property in The Kolkata Municipal Corporation or in any Government Department and to pay all charges and the local taxes for the properties.



Registration 1966 . Allegore, South 24 Pargustes

To sign all the plans to be submitted before the concerned authority/authorities for the sanction of the building plan, revised building Plan, addition and/or alteration Plan horizontally or vertically and/or modified Plan and/or regularised Plan and/or completion Building Plan for my said property and sign all the papers related thereto and to sign the same on my behalf the addition and/or alteration Plan horizontally or vertically and/or modified or revised or regularized Plan and submit the same before The Kolkata Municipal Corporation for sanction and then to get delivery the same along with the Completion Certificate and also Completion Plan of the building on my behalf from The Kolkata Municipal Corporation and execute any affidavit related thereto and also sign, execute and register any Deed of Declaration to be required for the same related to my said property.

- ix. To sign drainage and sewerage Plan of the property and submit the same before the Kolkata Municipal Corporation in respect of the Premises and to sign all other papers related thereto.
- X. To sign the Plan for taking water connection from The Kolkata Municipal Corporation in respect of the said Premises as mentioned in the FIRST SCHEDULE below and also to sign all the papers related thereto.
- xi. To look after and to control all the affairs for the development of the said land and construction of a new Multi-storied building which is being erected as per sanction building Plan to be sanctioned by The Kolkata Municipal Corporation or other approval of the Government Authority at the cost of the Developer and the Developer shall sign and execute on behalf of the owners all the Declaration Deed or any other Declaration as mentioned in the FIRST SCHEDULE below related thereto and registrar the such document as per requirement for the interest of the proposed project.
- xii. To sign, execute and submit all Development Plans, Documents, Statements, Papers, Undertakings, Declarations, may be required for necessary sanction, modification, revised and/or addition and/or alteration of sanctioned plans by the appropriate authority and other appropriate authorities after signing from the landowner:
- xiii. To appear and represent on behalf of the Principals i.e. Land Owners herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal Police, necessary Departments of Government of West



Registration 1008
Allipore, Salah 24
7 5 MAY 2022

Bengal, in connection with the modification and/or addition and/or alteration of Development plans horizontally or vertically for the above mentioned property and also for the interest of the proposed project.

- xiv. To pay fees for obtaining the addition, alteration, modification and/or revised plan horizontally or vertically and such other orders and permissions from the necessary authorities on behalf of the landowners as required for sanction, modification, addition and/or alteration horizontally or vertically of the Development Plan and also to submit and take delivery of title, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as our Attorney shall think fit and proper.
- xv. To receive the excess amount of fees, if any, paid for the purpose of modification addition, alteration, revised and/or completion building plan to be sanctioned from the authority or authorities.
- xvi. To develop the said property by making construction of such type of building or buildings thereon as the said Attorney may deem fit and proper.
- To apply for obtaining electricity gas, water sewerage, drainage, lift, telephone or other connections or obtaining electric meter or any other utility to the said property and/or to make alteration therein and to disconnect the same and for that purpose to sign, execute and submit all papers, applications, documents and plans related thereto on behalf of the Owners and submit the same before the concerned authority/ authorities for such connection of electric, drainage and sewerage, water, telephone, gas, connection etc. and to execute and sign all paper plan for sanction drainage and sewerage connection of the said entire property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on our behalf.
- xviii. To apply for and obtain building materials from the concerned authorities for consumption of the building on the said property as aforesaid.

. . . .

xix. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.





b.

xx. To appear and represent us before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.

To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum against the Developer's Allocation as mentioned in the THIRD SCHEDULE of this registered Development Agreement below and the Developer shall do all the acts in the Premises and the Developer shall get the Developer's Allocation as within mentioned.

To collect advance or part payment or full consideration money from the intending purchasers of the Developer's Allocation as mentioned in the THIRD SCHEDULE of this registered Development Agreement, alongwith the proportionate share of land and grant receipt in favour of the interested persons/persons who are interested to take possession of the flat/ flats etc. in lieu of satisfactory consideration.

xxiii. To advertise in different news papers and display, hoarding in different places, and also to engage agency or agencies for giving possession of the Developer's Allocation alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the Developer's Allocation as mentioned in this registered Development Agreement to any Third Party or parties at any consideration price to be fixed up only by the Developer.

To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/Car Parking Space including proportionate land share of the said Developer's Allocation alongwith the proportionate share of land at our said premises or any part thereof and for that purpose to sign and execute all deeds, as our said Attorney shall think fit and proper as per this registered Development Agreement.

XXV. To file and submit declaration, statements, application and/or returns to the competent authority on any other necessary authority or authorities in connection with the matters herein contained.

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Programme U/5 7 (2) of Rogistration 1996
Althors, South 24 Parganes

7 5 MAY 2022

XXVI. To receive part or full consideration sum against the Developer's Allocation as mentioned in this registered Development Agreement from the intending purchasers and acknowledges the receipt of the same.

District Sub-Registrar, Sealdah, District Sub-Registrar offices at Alipore, Addl. Registrar of Assurance/s at Kolkata, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to execute and register any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Amalgamation, Deed of Boundary Declaration and or any kind of instrument writing executed and signed by the said Attorney in any manner concerning the said property as per this registered Development Agreement in connection with the Developer's Allocation only and present the same before the Registrar for registration.

XXVIII. To take necessary steps for registration of the Developer's Allocation as mentioned in this said registered Development Agreement or any part alongwith the proportionate share of land by the Developer i.e. the Attorney herein.

xxix. To convey, prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.

XXX. To file and defend suits, cases, appeals and applications of whatsoever nature for and on our behalf or to be institute preferred by or any person or persons in respect of the said property.

XXXI. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof in respect of the entire Premises.

xxxii. To sign, declare and/or affirm any plaints, written statements petitions, affidavits, verifications, vokalatnamas, warrant of Attorney Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.

XXXIII. To deposit and withdraw free, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.



Registrat U/S 7 (2) of Registration 1998
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The Attorney i.e. the Developer shall do all other acts on behalf of the Owners in respect of the said property by virtue of this Power of Attorney.

OWNERS' OBLIGATION

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- a. The Owners/First Party doth hereby agree and covenant with the Developer/Second Party not to cause any interference or hindrance in the construction of the proposed Building of the said premises by the Developer/Second Party without any reasonable ground.
- b. The Owners/First Party doth hereby agree and covenant with the Developer/ Second Party not to do any act, deed of thing whereby the Developer/Second Party may be prevented from selling assigning and/or disposing of any of the Developer's allocated portion in the said building at the said premises without any reasonable ground.
- c. The Owners/First Party do hereby agree and covenant with the Developer/Second Party not to let out grant, lease, mortgage and/or chare the said premises or any portion thereof during the period of construction of the said building.
- d. To complete the construction of the building within 24 (Twenty four) months from the date of sanctioning of plan from The Kolkata Municipal Corporation.

15. DEVELOPERS' OBLIGATION

- a. The Developer/Second Party doth hereby agree and covenant with the Owners to complete the consecutions of the proposed building within a period of 24 (Twentyfour) months from the date of sanction of the building plan from the K.M.C. and/or delivery of the possession of the said premises by the Owners/First Party to the Developer/Second Party whichever is later.
- b. The Developer/Second Party doth hereby agree and covenant with the Owners/ First Party not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- c. The Developer/Second Party doth hereby agree and covenant with the Owners/First Party not to do any act deed or thing whereby the Owners/First Party are prevented from enjoying, selling assigning and/or disposing of any of the Owner's aliôcation in the said building.



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OWNERS' INDEMNITY

The Owners doth hereby undertake and indemnify that the Developer shall be entitled to the said construction and shall enjoy the Developer's allocated spaces without any interference or disturbances from their end provided the Developer performing and fulfilling all the terms and conditions herein contained and/or on the part of the Developer to be observed and performed.

17. DEVELOPER'S INDEMNITY

The Developer doth hereby undertake and indemnify that the Owners against all actions, suits, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or any defect thereof

18. MUTUAL COVENANT AND INDEMNITIES

a) The Owners hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy its allocated space without interference or disturbances from their end provided the Developer performs and fulfils all terms and conditions herein containing and/or on its part to be observed and performed.

18. LIQUIDATED DAMAGES AND PENALTY

- a) The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the Force Majeure conditions, i.e. Flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties.
- b) If due to pay willful act on the part of the Developer the construction and completion of the building is delayed therein that event the Developer shall be decided by the parties hereto or shall be determined by the Arbitrators to be appointed by both the parties according to Arbitration and conciliation Act, 1996.

FORCE MAJEURE

a) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the



District Sub-Registrat-IV Registration 1906 Registration 1906 Alipore, South 24 Pergense

7 5 MAY 2022

existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure and in case the work is not completed within the time specified herein, the clause appearing hereafter shall be applicable. In case without any act of force majeure, the work is kept idle and half done, then the owner after giving notice to start work within 15 days to the Developer, may on failure of developer to resume work take up the work and finish the incomplete job and shall pay the Developer the due cost of calculation to be made by Architects with the help of Charted Valuer after disposal of the constructed parts.

- b) Force Majeure shall mean flood, earth-quake, stork, tempest, Civil Commotion, strike, lock-out, and/or any other act or omission beyond the control of the parties hereto otherwise time will not to be extended in any case.
- JURISDICTION: All courts within the limits of appear court, High Court, Addl.
 Court, South 24 Parganas and Alipore Court shall have the jurisdiction to entertain
 and determine all actions suit and proceeding arising out of these presents between
 the parties hereto.

THE FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of a plot of homestead land measuring an area 7 (Seven) Cottahs 6 (Six) Chittacks and 19 (Nineteen) Square Feet be the same or a little more or less, together with an old one storied building standing thereon measuring an area of 2647 Sq.ft., comprised in Dag No. 236, under Khatian Nos. 411, 412 & 413, Touzi Nos. 3, 4 & 5, Mouza Roynagar, J.L. No. 47, R.S. No. 175/29, at and being Municipal Premises No 207, South Roy Nagar, corresponding to Postal Address 5, South Roy Nagar Co-operative Housing Society Bansdroni (United Club), Police Station - Bansdroni, Kolkata 700070, being Assessee No. 31-112-19-0207-6, within the territorial limits of the Kolkata Municipal Corporation, under its Ward No. 112, in the District-South 24 Parganas and the same is butted and bounded as follows:

ON THE NORTH : 12 Feet Roynagar Co-operative Road;

ON THE SOUTH : Sishuneer School;

ON THE EAST : Plot No. 4;

ON THE WEST : Plot No. 8;



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THE SECOND SCHEDULE REFERRED TO ABOVE:

(Owners' allocation and consideration)

The Owners shall jointly get ALL THAT one self contained flat comprising 1200 Square Feet, on the First Floor, North-West side, two self contained flats comprising 540 Square Feet each, on the First Floor, South-West side and one self contained flat comprising 1800 Square Feet, on the Third Floor, South facing and also parking area together with undivided proportionate right, title, interest and share in the land underneath the building and in the common portions and common facilities, easements, amenities, comprised in the said building together with the common rights of the top floor roof of the new building to be constructed on the aforesaid premises.

THE THIRD SCHEDULE REFERRED TO ABOVE

(Developer's allocation)

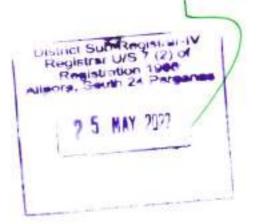
ALL THAT remaining construction of the building excluding of the Owners' Allocation together with undivided proportionate right, title, interest and share in the land underneath the building and in the common portions and common facilities, easements, amenities, comprised in the said building together with the common rights of the top floor roof of the new building to be constructed on the aforesaid premises and all other rights in the common areas and facilities attached thereto.

THE FOURTH SCHEDULE REFERRED TO ABOVE

(Common areas and facilities)

- I. Common passage of the roof of the building and staircase leading from Ground Floor to the Top Floor of the Premises.
- Common meter space together with right to install new meter in the names of the 2. Owners.
- Drainage & sewerage and common system of supply of water. 3.
- 2 Common user of underground water reservoir and overhead water tank.
- Common user of main entrance gate and surrounding spaces of the building. 5.
- 6. Lift.





- Construction shall be made as per sanctioned building plan of the KMC with RC structure frame work.
- All the materials to be used will be to brand new and of first class quality and the workmanship will be of proper standard.
- Aluminum sliding windows with steel grills with glass panes and other necessary fittings will be provided.
- The main door will be wooden and all other doors will be flush doors with pressed water proof ply coloured by white colour.
- 11. The flooring will be of white marble of 2' ft. X 3' ft. size or Tiles and in the kitchen 4' ft. X 1.5 ft. & 2' ft. X 1.5 ft. ('L' Shaped) black stone slab with steel sink and glazed tiles up to 3 ft. height above the cooking platform to be fitted.
- 12. General toilets will be provided with commodes colour white, wash basin's colour white will also provided. All bib-cocks/pillar cocks & shower arrangement/hot cold water arrangement provided will be of reputed brand/ make. Bathroom flooring will be provided with antiskid tiles and skirting fitted with glazed tiles on the wall up to a height of 7 ft. from the floor level.
- 13. Concealed electrical wiring with standard copper wire as per Architecture lay-out particularly 3 light point, 1 fan point, one 5 Amp plus point, in bed rooms, in drawing/dining room one 15/5 Amp plug point, 3 light point and 2 fan point. In kitchen and toilet-one light point, one plug point and one exhaust fan point, one calling bell point outside flats.
 - A.C. points in bed room, drawing room etc.
 - Geyer point in bath room.
 - Adequate no of light, fan and plug points.
 - Concerned copper wiring of reputed brand with make.
 - Good quality modern switch.
- Plaster of paris with two coats of primer on all walls inside the flat.
- Concealed pipe line, with low-down cistern in the toilet.
- Outer walls will be of weather coat or similar nature.





- All pipe lines will be CPVC/UPVC plastic high density standard pipes, except inside concealed line which will be of astral pipe.
- All masonry sanitary structure electrical painting work will be done as per specification of the building.

ANNEXURE-A (Specification)

- Earth cutting and base casting: As per sanctioned plan.
- Brick Works: 1st Class picket with 6:1 mortar.
- R.C.C. Works: As per sanctioned plan (structural drawings).
- Doors: Frame 4" X 3" Sal wood, and Palla commercial flash door.
- Windows: Aluminium Sliding Glass palla.
- Grill: 18/5 mm steel with simple design.
- Plaster: 1/2" thick Sand Cement plaster inside and outside walls, ceiling, chaja etc. of the building.
- Plaster of Paris: All rooms inside.
- Colours: Outside snowcem. Inside walls, ceiling only primer Doors, Windows, and Gills Qil paint with primer.
- Electric works: Concealed wiring with Anchor Switches and wire with normal ad necessary points. Extra charges for A.C. points, M.C.B., Cable line, Exhaust, Telephone line.
- Plumbing works: concealed wiring with Esco fittings with normal and necessary points.
- Toilet: Glaze tiles fittings up to 7'-0" high, 1 no. of white commode/pan, 2 nos. of Tab Esco, 1 no. of shower, extra charges for hot water line and Geezer line.
- Septic tank, water reservoir, water tank and stair headroom: As per sanctioned plan.
- No electric connection charges of every flat will pay by the developer.
- Passage area pavement with Grey net cement finished.



IN WITNESS WHEREOF the parties herein put their respective hand and seals on this day, month and year first above written.

WITNESS:

POLITY 5, ROYNAWAR CO-OPERATIVE HOWING SOCIETY, BANSDRONI, KOL-700070 1. Poujudre Rosey

2. Monidipa Chatterjel

3. Bhowiele

2. Abhijil Kuman Meshe 69/1 Baghojatin Place Kelketz - Inoppe

SIGNATURE OF THE STREET

Roy Enterprise
Robini Roy
Proprietor

SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY:

(TAPESH MISHRA)

ADVOCATE [Enrol. No. F/1224/07]

HIGH COURT, CALCUTTA

Resi-cum-Chamber: 69/1, Baghajatin

Place, Kolkata-700086

Mob. 9836115120

Email:tapesh.mishra85@gmail.com



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coultains //S 7 (2) of
registration 1966
At a.s., Septe 24 Pargence

2 5 MAY 2022



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right					-
hand	And a				1

Name BUENDRO RAY



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hand					
right hand					
hand	-				

Name MONINIPA CHATTERJEE Signature Moninipa Chatter gue



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Name SIRANWITA BHOWMICK Signature Bustone Co.



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Name ROHINI ROY Signature Rabana Roy

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Name.....

Signature

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

GRN Details

GRN:

192022230033225188

GRN Date:

24/05/2022 01:16:09

BRN:

6085965195836

Gateway Ref ID:

221442859307

Payment Status:

Successful

Payment Mode:

Online Payment (SBI Epay)

Bank/Gateway:

SBIePay Payment Gateway

BRN Date:

24/05/2022 01:17:39

Method:

HDFC Retail Bank NB

Payment Ref. No:

2001526517/2/2022 [Query No/*/Query Year]

Depositor Details

Depositor's Name:

TAPESH MISHRA

Address:

H C CALCUTTA

Mobile:

9836115120

Contact No:

09836115120

Depositor Status:

Advocate

Query No:

2001526517

Applicant's Name:

Mr Tapesh Mishra

Identification No:

2001526517/2/2022

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001526517/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	9970
2	2001526517/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	28

Total

9998

IN WORDS:

NINE THOUSAND NINE HUNDRED NINETY EIGHT ONLY.



Government of West Bengal Directorate of Registration & Stamp Revenue e-Assessment Slip

Query No / Year	2001526517/2022	Office where deed will be registered		
Query Date	23/05/2022 8:26:54 PM	Deed can be registered in any of the offices mentioned on Note: 11		
Applicant Name, Address & Other Details	Tapesh Mishra H C Calcutta, Thana: Hare Street, D No.: 9836115120, Status: Advocate	istrict : Kolkata, WEST BENGAL, PIN - 700001, Mobile		
Transaction		Additional Transaction		
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Agreement or Construction	[4002] General Power of Attorney [Rs : 100/-], [4305] Declaration [No of Declaration : 2]		
Set Forth value	NU. SOVETILA CONTRACTOR	Market Value		
Rs. 2/-		Rs. 66,89,399/-		
Total Stamp Duty Payable	(SD)	Total Registration Fee Payable		
Rs. 10,070/- (Article:48(g)		Rs. 28/- (Article:E, E, E)		
Mutation Fee Payable Expected date of Presentation of Dee		Amount of Stamp Duty to be Paid by Non Judicial Stamp		
	1	Rs. 100/-		
Remarks				

Land Details:

District: South 24-Parganas, Thana: Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: SOUTH RAY NAGAR, , Premises No: 207, , Ward No: 112, Pin Code ; 700070

Sch	PAGE PROPERTY AND ADDRESS.	Khatian	Land Proposed	UseROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		7 Katha 6 Chatak 19 Sq Ft			Width of Approach Road; 12 Ft.,
	Grand	Total:			12.2123Dec	1/-	49,02,674 /-	V

Structure Details:

	Details	Structure	Value (In Rs.)	(In Rs.)	
51	On Land L1	2647 Sq Ft.	1/-	17,86,725/-	Structure Type: Structure
È	Pucca, Extent of (2647 sq ft	ete	17,86,725 /-	age of Structure: 5 Years, Roof Typ



Land Lord Details:

S! No	Name & address	Status	Execution Admission Details :
1	Shri Bijendra Ray, (Alias: Birendra Roy) Son of Late Suraj Roy, Premises No. 207, South Ray Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24- Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. arxxxxxxx9g, Aadhaar No.: 77xxxxxxxxx9321, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
2	Smt Dipanwita Bhowmick Daughter of Late Manotosh Sarkar, Premises No. 207, South Ray Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. alxxxxxx1g, Aadhaar No.: 45xxxxxxxxx4549, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
3	Smt Monidipa Chatterjee Daughter of Late Manotosh Sarkar, Puja Apartment, 2 Co- Operative Housing Society., City:-, P.O:- Bansdroni, P.S:- Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. ayxxxxxxx4b, Aadhaar No.: 92xxxxxxxxx5911, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
4		Individual	Executed by: Self To be Admitted by: Self

Developer Details:

SI No	Name & address	Status	Execution Admission Details :
	Roy Enterprise (Sole Proprietoship) , Premises No. 207, South Ray Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 PAN No. czxxxxxx4f, ,Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details:

SI No	Name & Address	Representative of
		Roy Enterprise (as Sole Proprietor)



- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
- Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
- 11. This eAssessment Slip can be used for registration of respective deed in any of the following offices: D.S.R. - I SOUTH 24-PARGANAS, D.S.R. -I I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA

Major Information of the Deed

Deed No :	1-1604-05439/2022	Date of Registration	25/05/2022		
Query No / Year	1604-2001526517/2022	Office where deed is registered			
Query Date 23/05/2022 8:26:54 PM		D.S.R IV SOUTH 24-PARGANAS, District: South 24-Parganas			
Applicant Name, Address & Other Details	Tapesh Mishra H C Calcutta, Thana: Hare Street Mobile No.: 9836115120, Status	t, District : Kolkata, WEST BEN	NGAL, PIN - 700001,		
Transaction		Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]			
Set Forth value		Market Value			
Rs. 2/-		Rs. 66,89,399/- Registration Fee Paid			
Stampduty Paid(SD)					
Rs. 10,070/- (Article:48(g))		Rs. 60/- (Article:E, E, E)			
Remarks	Received Rs. 50/- (FIFTY only) area)				

Land Details:

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: SOUTH RAY NAGAR, , Premises No: 207, , Ward No: 112 Pin Code : 700070

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	The second second	Market Value (In Rs.)	Other Details
L1	(RS ;-)		Bastu		7 Katha 6 Chatak 19 Sq Ft	1.77	49,02,674/-	Width of Approach Road: 12 Ft.,
	Grand	Total:			12.2123Dec	1/-	49,02,674 /-	

Structure Details:

Total:

2647 sq ft

1/-

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	2647 Sq Ft.	1/-	17,86,725/-	Structure Type: Structure

17,86,725 /-

SI No	Name, Address, Photo, Finger print and Signature						
1	Name	Photo	Finger Print	Signature			
	Shri Bijendra Ray, (Alias: Birendra Roy) Son of Late Suraj Roy Executed by: Self, Date of Execution: 25/05/2022 , Admitted by: Self, Date of Admission: 25/05/2022 ,Place : Office	2505/2022		Berghiders Rosey -			
	Parganas, West Bengal, Indi	a, PIN:- 70007 arxxxxxx9g, A: xecution: 25/0	0 Sex: Male, By C dhaar No: 77xxxx 5/2022	, P.S:-Bansdroni, District:-South 24- aste: Hindu, Occupation: Business, exxxx9321, Status :Individual,			
2	Name	Photo	Finger Print	Signature			
	Smt Dipanwita Bhowmick Daughter of Late Manotosh	The state of					

Name	Photo	Finger Print	Signature
Smt Dipanwita Bhowmick Daughter of Late Manotosh Sarkar Executed by: Self, Date of Execution: 25/05/2022 , Admitted by: Self, Date of Admission: 25/05/2022 ,Place : Office	9 .		Dispunsión Brownick
	25/05/2022	LTI 25/05/2022	25/05/2022

Premises No. 207, South Ray Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: alxxxxxx1g, Aadhaar No: 45xxxxxxxx4549, Status:Individual, Executed by: Self, Date of Execution: 25/05/2022

, Admitted by: Self, Date of Admission: 25/05/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Smt Monidipa Chatterjee Daughter of Late Manotosh Sarkar Executed by: Self, Date of Execution: 25/05/2022 , Admitted by: Self, Date of Admission: 25/05/2022 ,Place : Office			Monidupa Chatterfed
\$	25/05/2022	25/05/2622	25/05/2022

Puja Apartment, 2 Co-Operative Housing Society,, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ayxxxxxx4b, Aadhaar No: 92xxxxxxxx5911, Status:Individual, Executed by: Self, Date of Execution: 25/05/2022, Admitted by: Self, Date of Admission: 25/05/2022, Place: Office

Name 4 Photo **Finger Print** Signature Shri Milan Sarkar Son of Late Debendra Bijay Sarkar Executed by: Self, Date of Execution: 25/05/2022 mican sauten , Admitted by: Self, Date of Admission: 25/05/2022 ,Place : Office 25/05/2022 25/05/2022 25/05/2022

207, South Ray Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: hdxxxxxxx11, Aadhaar No: 76xxxxxxxxx1890, Status: Individual, Executed by: Self, Date of

Execution: 25/05/2022

, Admitted by: Self, Date of Admission: 25/05/2022 ,Place: Office

Developer Details:

No	Name,Address,Photo,Finger print and Signature
1	Roy Enterprise Premises No. 207, South Ray Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070, PAN No.:: czxxxxxx4f,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

1	Name	Photo	Finger Print	Signature
	Miss Rohini Roy (Presentant) Daughter of Shri Bijendra Roy Date of Execution - 25/05/2022, , Admitted by: Self, Date of Admission: 25/05/2022, Place of Admission of Execution: Office			Robins Roy
		May 25 2022 2:28PM	LTI 25/05/2022	25/05/2022

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Tapesh Mishra Son of Mr D K Misra High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	D		Taketh Michra
	25/05/2022	25/05/2022	25/05/2022

Identifier Of Shri Bijendra Ray, Smt Dipanwita Bhowmick, Smt Monidipa Chatterjee, Shri Milan Sarkar, Miss Rohini Roy

Trans	fer of property for L1	TO PERSON STATE OF THE PROPERTY OF THE PERSON AND T
SI.No	From	To. with area (Name-Area)
1	Shri Bijendra Ray	Roy Enterprise-3.05307 Dec
7.	Smt Dipanwita Bhowmick	Roy Enterprise-3.05307 Dec
3	Smt Monidipa Chatterjee	Roy Enterprise-3.05307 Dec
4	Shri Milan Sarkar	Roy Enterprise-3.05307 Dec
Transf	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Shri Bijendra Ray	Roy Enterprise-661.75000000 Sq Ft
2	Smt Dipanwita Bhowmick	Roy Enterprise-661.75000000 Sq Ft
3	Smt Monidipa Chatterjee	Roy Enterprise-661.75000000 Sq Ft
4	Shri Milan Sarkar	Roy Enterprise-661.75000000 Sq Ft

Endorsement For Deed Number: I - 160405439 / 2022

On 25-05-2022

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

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

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

Presented for registration at 13:29 hrs on 25-05-2022, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Miss Rohini Roy ,.

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 66.89.399/-

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

Execution is admitted on 25/05/2022 by 1. Shri Bijendra Ray, Alias Birendra Roy, Son of Late Suraj Roy, Premises No. 207, South Ray Nagar, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business, 2. Smt Dipanwita Bhowmick, Daughter of Late Manotosh Sarkar, Premises No. 207, South Ray Nagar, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession House wife, 3. Smt Monidipa Chatterjee, Daughter of Late Manotosh Sarkar, Puja Apartment, 2 Co-Operative Housing Society., P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession House wife, 4. Shri Milan Sarkar, Son of Late Debendra Bijay Sarkar, 207, South Ray Nagar, P.O: Bansdroni, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Service

Indetified by Mr Tapesh Mishra, , , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 25-05-2022 by Miss Rohini Roy, Sole Proprietor, Roy Enterprise (Sole Proprietoship), Premises No. 207, South Ray Nagar, City:-, P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070

Indetified by Mr Tapesh Mishra, , , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60/- (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 24/05/2022 1:17AM with Govt. Ref. No: 192022230033225188 on 24-05-2022, Amount Rs: 28/-, Bank SB EPay (SBIePay), Ref. No. 6085965195836 on 24-05-2022, 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 100/-, by online = Rs 9,970/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 18181, Amount: Rs.100/-, Date of Purchase: 17/05/2022, Vendor name: T K Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/05/2022 1:17AM with Govt. Ref. No: 192022230033225188 on 24-05-2022, Amount Rs: 9,970/-, Bank: SBI EPay (SBIePay), Ref. No. 6085965195836 on 24-05-2022, Head of Account 0030-02-103-003-02



Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1604-2022, Page from 202837 to 202875
being No 160405439 for the year 2022.



Digitally signed by ANUPAM HALDER Date: 2022.06.15 12:04:08 +05:30 Reason: Digital Signing of Deed.

(Men).

(Anupam Halder) 2022/06/15 12:04:08 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)