

2416/19

102096/2019

# भारतीय गैर न्यायिक

पचास  
रुपये  
₹.50



FIFTY  
RUPEES  
Rs.50

## INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 008944

Q/01750676/19  
29/5/19  
West Bengal Registration Assurance-1



Certified that the Document is admitted to Registration by the Registrar and the endorsement on the document and the stamp are the part of this Document.

*S. Majumdar*  
29/5/19  
Registrar of Assurances-I, Kolkata

### DEVELOPMENT AGREEMENT CUM DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT is made on this <sup>29th</sup> day of <sup>May</sup>.....  
Two Thousand Nineteen BETWEEN (1) SRI DILIP KUMAR ROY, son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Retired Person, residing at 13A, Ramesh Dutta Street, Post Office Beadon Street, Police Station Girish Park, Kolkata-700 006, District Kolkata, PAN – ADCPR3870J, Aadhaar No. 4988 2377 6653, Mobile No. 9903325295. (2) SRI SANDIP ROY, son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Agency Business, residing at F-27/2, Karunamoyee Housing Estate, Salt Lake City, Post Office Sech Bhavan, Police Station East Bidhannagar, Kolkata-700 091, District North 24 Parganas, PAN – AFMPR8529Q, Aadhaar No. 8046 9749 8274, Mobile No. 9331233062, (3) SRI SUDIP ROY, son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at Khasra No. 688, T/F, Flat No. E4 Nai Basti, Village Khanpur, Pushpa Bhawan, South Delhi, Delhi-110 062,



15 MAY 2019

12273

NO..... DATE.....  
SOLD TO..... MR. D. MITRA  
ADDRESS..... Solicitor & Advocate  
Room No.- 29, First Floor  
Old Post Office Street  
RS..... 50/- Kolkata - 700 001

15 MAY 2019

CODE NO. (1667)  
LICENCED NO.  
20 & 20A / 1973

ANJUSHREE BANERJEE  
L. S. VENDOR  
HIGH COURT, KOLKATA-700 001

15 MAY 2019

Identified by me:  
Palash Paul  
S/o Late Tarit Paul,  
89, Sujan Bagan Road,  
P.O. X.P.S. Chinsurah,  
Dist - Hooghly, Pin - 71201



ADDITIONAL REGISTRAR  
OF  
2

Service

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2019, Page from 77212 to 77304

being No 190202096 for the year 2019.



*Tushar Kanti Mandal*

Digitally signed by TUSHAR KANTI  
MANDAL

Date: 2019.06.03 17:23:27 +05:30

Reason: Digital Signing of Deed.

(Tushar Kanti Mandal) 6/3/2019 5:23:20 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.

(This document is digitally signed.)

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

C. N: 19-201920-001847312-8

Payment Mode SBI Epay

GRN Date: 28/05/2019 17:30:09

Bank : SBI EPay

BRN : 9848056760723

BRN Date: 28/05/2019 17:33:02

DEPOSITOR'S DETAILS

Id No. : 19020000750676/5/2019

[Query No./Query Year]

Name : ARUNAGATA DAS

Contact No. :

Mobile No. : +91 9830091872

E-mail :

Address : FE 423 2ND FLOOR SECTOR 3 SALT LAKE KOL 106

Applicant Name : Mr D MITRA

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹ ]
1	19020000750676/5/2019	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	19020000750676/5/2019	Property Registration- Registration Fees	0030-03-104-001-16	53778

Total

128799

In Words : Rupees One Lakh Twenty Eight Thousand Seven Hundred Ninety Nine only



ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA

20 MAY 2018



### Major Information of the Deed

Deed No :	I-1902-02096/2019	Date of Registration	29/05/2019
Query No / Year	1902-0000750676/2019	Office where deed is registered	
Query Date	14/05/2019 12:22:23 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	D MITRA 10, Old Post Office Street, Room No. 29, First Floor, Kolkata, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831462881, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 53,75,000/-]		
Set Forth value	Market Value		
Rs. 53,75,000/-	Rs. 4,04,07,009/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 53,778/- (Article:E, E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: Kolkata, P.S:- Jorabagan, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ramesh Dutta Street, Premises No: 13A, , Ward No: 026 Pin Code : 700006



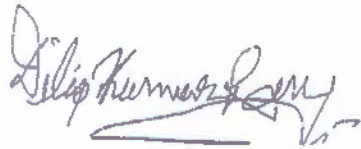






Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	12 Katha 8 Chatak 33 Sq Ft	53,75,000/-	3,70,58,259/-	Property is on Road
<b>Grand Total :</b>				<b>20.7006Dec</b>	<b>53,75,000 /-</b>	<b>370,58,259 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4700 Sq Ft.	0/-	33,48,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 15 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 2200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 15 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>4700 sq ft</b>	<b>0 /-</b>	<b>33,48,750 /-</b>	






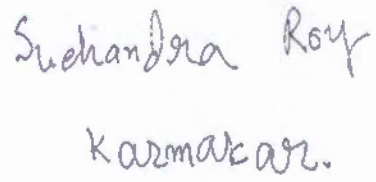


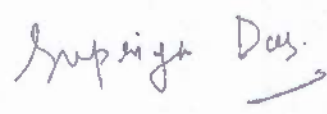


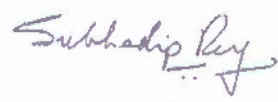
Major Information of the Deed :- I-1902-02096/2019-29/05/2019

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr DILIP KUMAR ROY</b> Son of Late Girindra Narayan Roy Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office	 29/05/2019	 LTI 29/05/2019	 29/05/2019
	13A, Ramesh Dutta Street, Kolkata, Ramesh Dutta Street, P.O:- Beadon Street, P.S:- Jorabagan, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ADCPR3870J, Aadhaar No: 49xxxxxxxx6653, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office			
2	<b>Name</b> <b>Mr SANDIP ROY</b> Son of Late Girindra Narayan Roy Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office	 29/05/2019	 LTI 29/05/2019	 29/05/2019
	F-27/2, Karunamoyee Housing Estate, Salt Lake City, P.O:- Sech Bhavan, P.S:- East Bidhannagar, Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFMPR8529Q, Aadhaar No: 80xxxxxxxx8274, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office			
3	<b>Name</b> <b>Mr SUDIP ROY</b> Son of Late Girindra Narayan Roy Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office	 29/05/2019	 LTI 29/05/2019	 29/05/2019
	Khasra No. 688, T/F, Flat No. E4 Nai Basti, Villag, P.O:- Sangam Vihar, P.S:- Neb Sarai, District:- South, Delhi, India, PIN - 110062 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AHAPR3319L, Aadhaar No: 43xxxxxxxx7587, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office			

Major Information of the Deed :- I-1902-02096/2019-29/05/2019



4	Name	Photo	Finger Print	Signature
	<b>Mr DIPAK RAY</b> Son of Late Dharendra Narayan Roy Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office			
	29/05/2019	LTI 29/05/2019	29/05/2019	
C-1-M-1, 426 CMDA Nagar, Shulitalamparda, Mohanpu, P.O:- St Para, P.S:- Titagarh, Titagarh, District:-North 24-Parganas, West Bengal, India, PIN - 700121 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.: BHUPR9847J, Aadhaar No: 36xxxxxxxx7583, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office				
5	Name	Photo	Finger Print	Signature
	<b>Mrs SUCHANDRA ROY KARMAKAR</b> Daugther of Late Dharendra Narayan Roy Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office			
	29/05/2019	LTI 29/05/2019	29/05/2019	
C/o. Chandan Kumar Roy Karmakar, C-75, Alakananda, P.O:- Sodepur, P.S:- Khardaha, Khardah, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BKCPR6047P, Aadhaar No: 59xxxxxxxx4046, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office				
6	Name	Photo	Finger Print	Signature
	<b>Mrs SUPRIYA DAS</b> Daugther of Late Dharendra Narayan Roy Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office			
	29/05/2019	LTI 29/05/2019	29/05/2019	
17/33, S1, South Gangaiamman, Koil 1st Cross Stgre, P.O:- Choolaimedu, P.S:- CHOOLAIMEDU, District:-Chennai, Tamil Nadu, India, PIN - 600094 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: BFZPD8469M, Aadhaar No: 44xxxxxxxx2560, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office				
7	Name	Photo	Finger Print	Signature
	<b>Mr SUBHADIP ROY</b> Son of Late Prasanta Roy Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office			
	29/05/2019	LTI 29/05/2019	29/05/2019	

Major Information of the Deed :- I-1902-02096/2019-29/05/2019



B/8, 10, Solok Pally, Haltu, Kolkata, Haltu Main Road, P.O:- Haltu, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700078 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ANXPR6776Q, Aadhaar No: 91xxxxxxxx8695, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office

8	Name	Photo	Finger Print	Signature
	<b>Mrs LIPIKA ROY</b> Wife of Late Tridip Kumar Roy Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office			
	29/05/2019	LTI 29/05/2019	29/05/2019	

EP-55, Bipin Ganguly Road, Ghughudanga, South Dum, P.O:- Ghughudanga, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AGZPR6413P, Aadhaar No: 74xxxxxxxx6783, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office

9	Name	Photo	Finger Print	Signature
	<b>Mr JOYDEEP ROY</b> Son of Late Tridip Kumar Roy Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office			
	29/05/2019	LTI 29/05/2019	29/05/2019	

E/P-55-B, Kunjamallick Bag, South Dum Dum, Ghughud, P.O:- Ghughudanga, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: APGPR9944F, Aadhaar No: 65xxxxxxxx1044, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office




10	Name	Photo	Finger Print	Signature
	<b>Mrs JOYEETA ROY</b> Daughter of Late Tridip Kumar Roy Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office			
	29/05/2019	LTI 29/05/2019	29/05/2019	

RP-55, Bipin Ganguli Road, Ghughudanga, South Dum, P.O:- Ghughudanga, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BBAPR1382J, Aadhaar No: 24xxxxxxxx3314, Status :Individual, Executed by: Self, Date of Execution: 29/05/2019 , Admitted by: Self, Date of Admission: 29/05/2019 ,Place : Office



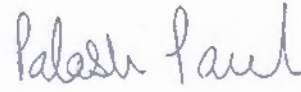
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<p><b>OMKAR DEVCON PROPERTIES PRIVATE LIMITED</b>                      21B, Ballygunge Station Road, Kolkata, Ballygunge Station Road, P.O:- Ballygunge, P.S:- Gariahat, District:- South 24-Parganas, West Bengal, India, PIN - 700019 , PAN No.:: AABCO3002G, Status :Organization, Executed by: Representative</p>

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Name</b></p> <p><b>Mr ARUNAGATA DAS (Presentant)</b>                      Son of Mr Dulal Chandra Das                      Date of Execution - 29/05/2019, , Admitted by: Self, Date of Admission: 29/05/2019, Place of Admission of Execution: Office</p>	<p><b>Photo</b></p>  <p>May 29 2019 12:56PM</p>	<p><b>Finger Print</b></p>  <p>LTI 29/05/2019</p>	<p><b>Signature</b></p>  <p>29/05/2019</p>
<p>FE-423, Second Floor, Sector-III, Salt Lake City, Kolkata, P.O:- I B Market Bidhannagar, P.S:- South Bidhannagar, Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADPPD3508E, Aadhaar No: 52xxxxxxx7755 Status : Representative, Representative of : OMKAR DEVCON PROPERTIES PRIVATE LIMITED (as Director)</p>				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<p><b>Mr PALASH PAUL</b>                      Son of Late Tarit Paul                      89, Sujan Bagan Road, Chinsurah, Hooghly, Sujan Bagan, P.O:- Chinsurah, P.S:- Chinsurah, Hooghly-chinsurah, District:-Hooghly, West Bengal, India, PIN - 712102</p>	 <p>29/05/2019</p>	 <p>29/05/2019</p>	 <p>29/05/2019</p>
<p>Identifier Of Mr DILIP KUMAR ROY, Mr SANDIP ROY, Mr SUDIP ROY, Mr DIPAK RAY, Mrs SUCHANDRA ROY KARMAKAR, Mrs SUPRIYA DAS, Mr SUBHADIP ROY, Mrs LIPIKA ROY, Mr JOYDEEP ROY, Mrs JOYEETA ROY, Mr ARUNAGATA DAS</p>			

Major Information of the Deed :- I-1902-02096/2019-29/05/2019



Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Mr DILIP KUMAR ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-2.07006 Dec
2	Mr SANDIP ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-2.07006 Dec
3	Mr SUDIP ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-2.07006 Dec
4	Mr DIPAK RAY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-2.07006 Dec
5	Mrs SUCHANDRA ROY KARMAKAR	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-2.07006 Dec
6	Mrs SUPRIYA DAS	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-2.07006 Dec
7	Mr SUBHADIP ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-2.07006 Dec
8	Mrs LIPIKA ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-2.07006 Dec
9	Mr JOYDEEP ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-2.07006 Dec
10	Mrs JOYEETA ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-2.07006 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	Mr DILIP KUMAR ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-470.00000000 Sq Ft
2	Mr SANDIP ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-470.00000000 Sq Ft
3	Mr SUDIP ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-470.00000000 Sq Ft
4	Mr DIPAK RAY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-470.00000000 Sq Ft
5	Mrs SUCHANDRA ROY KARMAKAR	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-470.00000000 Sq Ft
6	Mrs SUPRIYA DAS	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-470.00000000 Sq Ft
7	Mr SUBHADIP ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-470.00000000 Sq Ft
8	Mrs LIPIKA ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-470.00000000 Sq Ft
9	Mr JOYDEEP ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-470.00000000 Sq Ft
10	Mrs JOYEETA ROY	OMKAR DEVCON PROPERTIES PRIVATE LIMITED-470.00000000 Sq Ft

**Endorsement For Deed Number : I - 190202096 / 2019**

**On 27-05-2019**

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 4,04,07,009/-

*Tushar Kanti Mandal*

**Tushar Kanti Mandal  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
Kolkata, West Bengal**

Major Information of the Deed :- I-1902-02096/2019-29/05/2019



On 29-05-2019

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

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

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

Presented for registration at 12:20 hrs on 29-05-2019, at the Office of the A.R.A. - II KOLKATA by Mr ARUNAGATA DAS ,

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

Execution is admitted on 29/05/2019 by 1. Mr DILIP KUMAR ROY, Son of Late Girindra Narayan Roy, 13A, Ramesh Dutta Street, Kolkata, Road: Ramesh Dutta Street, , P.O: Beadon Street, Thana: Jorabagan, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Retired Person, 2. Mr SANDIP ROY, Son of Late Girindra Narayan Roy, F-27/2, Karunamoyee Housing Estate, Salt Lake City, P.O: Sech Bhavan, Thana: East Bidhannagar, , City/Town: BIDHANNAGAR, North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by Profession Business, 3. Mr SUDIP ROY, Son of Late Girindra Narayan Roy, Khasra No. 688, T/F, Flat No. E4 Nai Basti, Villag, P.O: Sangam Vihar, Thana: Neb Sarai, , South, DELHI, India, PIN - 110062, by caste Hindu, by Profession Service, 4. Mr DIPAK RAY, Son of Late Dhirendra Narayan Roy, C-1-M-1, 426 CMDA Nagar, Shulitalamparda, Mohanpu, P.O: St Para, Thana: Titagarh, , City/Town: TITAGARH, North 24-Parganas, WEST BENGAL, India, PIN - 700121, by caste Hindu, by Profession Professionals, 5. Mrs SUCHANDRA ROY KARMAKAR, Daughter of Late Dhirendra Narayan Roy, C/o. Chandan Kumar Roy Karmakar, C-75, Alakananda, P.O: Sodepur, Thana: Khardaha, , City/Town: KHARDAH, North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession House wife, 6. Mrs SUPRIYA DAS, Daughter of Late Dhirendra Narayan Roy, 17/33, S1, South Gangaiamman, Koil 1st Cross Stgre, P.O: Choolaimedu, Thana: CHOLAIMEDU, , Chennai, TAMIL NADU, India, PIN - 600094, by caste Hindu, by Profession Service, 7. Mr SUBHADIP ROY, Son of Late Prasanta Roy, B/8, 10, Solok Pally, Haltu, Kolkata, Road: Haltu Main Road, , P.O: Haltu, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Service, 8. Mrs LIPIKA ROY, Wife of Late Tridip Kumar Roy, EP-55, Bipin Ganguly Road, Ghughudanga, South Dum, P.O: Ghughudanga, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by Profession House wife, 9. Mr JOYDEEP ROY, Son of Late Tridip Kumar Roy, E/P-55-B, Kunjamallick Bag, South Dum Dum, Ghughud, P.O: Ghughudanga, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by Profession Service, 10. Mrs JOYEETA ROY, Daughter of Late Tridip Kumar Roy, RP-55, Bipin Ganguli Road, Ghughudanga, South Dum, P.O: Ghughudanga, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by Profession Business

Indetified by Mr PALASH PAUL, , , Son of Late Tarit Paul, 89, Sujan Bagan Road, Chinsurah, Hooghly, Road: Sujan Bagan, , P.O: Chinsurah, Thana: Chinsurah, , City/Town: HOOGHLY-CHINSURAH, Hooghly, WEST BENGAL, India, PIN - 712102, by caste Hindu, by profession Service

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

Execution is admitted on 29-05-2019 by Mr ARUNAGATA DAS, Director, OMKAR DEVCON PROPERTIES PRIVATE LIMITED (Private Limited Company), 21B, Ballygunge Station Road, Kolkata, Ballygunge Station Road, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Indetified by Mr PALASH PAUL, , , Son of Late Tarit Paul, 89, Sujan Bagan Road, Chinsurah, Hooghly, Road: Sujan Bagan, , P.O: Chinsurah, Thana: Chinsurah, , City/Town: HOOGHLY-CHINSURAH, Hooghly, WEST BENGAL, India, PIN - 712102, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53,778/- ( B = Rs 53,750/- ,E = Rs 28/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 53,778/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/05/2019 5:33PM with Govt. Ref. No: 192019200018473128 on 28-05-2019, Amount Rs: 53,778/-, Bank: SBI EPay ( SBlePay), Ref. No. 9848056760723 on 28-05-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1902-02096/2019-29/05/2019



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 75,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 12273, Amount: Rs.50/-, Date of Purchase: 15/05/2019, Vendor name: ANJUSHREE BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 28/05/2019 5:33PM with Govt. Ref. No: 192019200018473128 on 28-05-2019, Amount Rs: 75,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 9848056760723 on 28-05-2019, Head of Account 0030-02-103-003-02

*Tushar Kanti Mandal*

**Tushar Kanti Mandal**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - II KOLKATA**  
**Kolkata, West Bengal**

Post Office Sangam Vihar, Police Station Nebsarai, PAN – AHAPR3319L, Aadhaar No. 4347 5806 7587, Mobile No. 7982229896, (4) SRI DIPAK RAY, son of Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Teaching, residing at C-1-M-1, 426 CMDA Nagar, Shulitalamparda, Mohanpur (CT), Sewli, Post Office St. Para, Police Station Titagarh, Kolkata-700 121, District North 24 Parganas, PAN – BHUPR9847J, Aadhaar No. 3617 3540 7583, Mobile No. 8240471430, (5) SMT. SUCHANDRA ROY KARMAKAR, daughter of Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation House-wife, residing at C/o. Chandan Kumar Roy Karmakar, C-75, Alakananda Apartment, P.N. Chatterjee Road, Amrabati, Post Office Sodepur, Police Station Khardah, Kolkata-700 110, District North 24 Parganas, PAN – BKCPR6047P, Aadhaar No. 5912 1937 4046, Mobile No. 9903561216, (6) SMT. SUPRIYA DAS, daughter of Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at No. 17/33, S1, South Gangaianman, Koil 1<sup>st</sup> Cross Street, Choolaimedu, Chennai-600 094, Post Office Choolaimedu, Police Station F.5, Choolaimedu, PAN – BFZPD8469M, Aadhaar No. 4446 9953 2560, Mobile No. 7200015380, (7) SRI SUBHADIP ROY, son of Late Prasanta Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at B/8, 10, Solok Pally, Haltu, Kolkata, West Bengal, Post Office Haltu, Police Station Kasba, Kolkata-700 078, District South 24 Parganas, PAN – ANXPR6776Q, Aadhaar No. 9182 6043 8695, Mobile No. 9674826351, (8) SMT. LIPIKA ROY, wife of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation House-wife, residing at EP-55 No. Bipin Ganguly Road, Ghughudanga, South Dum Dum, Post Office Ghugudanga, Police Station Dum Dum, Kolkata-700 030, District North 24 Parganas, PAN – AGZPR6413P, Aadhaar No. 7448 1907 6783, Mobile No. 9748413007, (9) SRI JOYDEEP ROY, son of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at E/P-55-B, Kunjamallick Bag, South Dum Dum (M), Ghughudanga, Post Office Ghugudanga, Police Station Dum Dum, Kolkata-700 030, District North 24 Parganas, PAN – APGPR9944F, Aadhaar No. 6540 6484 1044, Mobile No. 9674445445, (10) SMT. JOYEETA ROY, daughter of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation Business, residing at No. EP-55, Bipin Ganguli Road, Ghughudanga, South Dum Dum, Post Office Ghughudanga, Police Station Dum Dum, Kolkata-700 030, District North 24 Parganas, PAN – BBAPR1382J, Aadhaar No. 2403 2818 3314, Mobile No. 9163567362, hereinafter collectively referred to as the “OWNERS” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) OF THE ONE PART AND MESSRS OMKAR DEVCON PROPERTIES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District



South 24 Parganas, PAN – AABCO3002G, represented by one of its Directors namely SRI ARUNAGATA DAS, son of Sri Dulal Chandra Das, by Religion Hindu, by Nationality Indian, by Occupation Business, having his place of business at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas and residing at FE-423, Second Floor, Sector-III, Salt Lake City, Post Office I.B. Market Bidhannagar, Police Station South Bidhannagar, Kolkata-700 106, District North 24 Parganas, PAN-ADPPD3508E, Aadhaar No. 5215 5995 7755, Mobile No. 9830091872, hereinafter referred to as the “DEVELOPER” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors-in-office and assigns) OF THE OTHER PART:

WHEREAS:

- A. One Joy Bhundy Dutt was absolutely seized and possessed of and sufficiently entitled to ALL THAT partly one partly two and partly three storied brick built messuage tenement or dwelling house together with the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing by estimation 1 Bigha 10 Cottahs be the same a little more or less situate lying at and being a portion of premises No. 13, Manicktola Street now Ramesh Dutt Street in Sutanutty in the North Division on the town of Calcutta now Post Office Beadon Street, Police Station Girish Park, Kolkata-700 006 together with right over the common passage leading from and to Manicktola Street now known as Ramesh Dutt Street as also the right over the common passage leading from and to Chittaranjan Avenue, hereinafter referred to as the “said property” free from all encumbrances, liens, lispensens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever and enjoyed the same without any obstructions, interferences whatsoever and howsoever until the time hereinafter mentioned.
- B. By an Indenture dated 15<sup>th</sup> April, 1914 made between Joy Bhundy Dutt, described therein as the Vendor of the One Part and Jagannath Prosad Roy, described therein as the Purchaser of the Other Part, the Vendor therein for the consideration therein mentioned sold, conveyed and transferred to the Purchaser therein the said property which was registered with the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 3, entered in Pages from 240 to 247, Being No. 1258, for the year 1914.
- C. The said Jagannath Prosad Roy prior to his death by several deeds of conveyances on different dates for the consideration mentioned therein sold portions of the said property to different purchasers and after selling the portions of the said property,

said Jagannath Prosad Roy was seized and possessed of and was sufficiently entitled to various immovable properties and also ALL THAT brick built three storied building together with piece and parcel of the land admeasuring 17 Cottahs 13 Chittacks 33 square feet be the same a little more or less situate lying at and being premises No. 13A, Ramesh Dutta Street, Post Office Beadon Street, Police Station Girish Park, Kolkata-700 006.

- D. The said Jagannath Prosad Roy died testate on 18<sup>th</sup> June, 1961 leaving behind him and surviving his wife namely Smt. Kanak Lata Roy and four sons namely (1) Jogendra Narayan Roy, (2) Mahendra Narayan Roy, (3) Girindra Narayan Roy, (4) Dharendra Narayan Roy and two daughters namely (1) Minakshi Roy and (2) Tara Sundari Roy, as his only heirs, heiresses and legal representatives as the mother of the said Jagannath Prosad Roy namely Smt. Sarala Bala Roy predeceased him since a long time back.
- E. Prior to the death of the said Jagannath Prosad Roy, the said Jagannath Prosad Roy executed his last Bengali Will dated 6<sup>th</sup> March, 1960 whereby and where under he appointed his third son namely Sri Girindra Narayan Roy and fourth son namely Dharendra Narayan Roy as the Executors to his said Bengali Will and Testament and in the said Will the said Jagannath Prosad Roy did not make any provisions with regard to his movable and immovable properties to his second son Mahendra Narayan Roy.
- F. By his said Will dated 6<sup>th</sup> March, 1960 the said Jagannath Prosad Roy directed his executors to pay out of his estate Rs. 20,000/= in a lump to each of his daughters Smt. Minakshi and Sm. Tara Sundari and Rs. 15,000/= in a lump to his eldest son Jogendra Narayan Roy and Provided that his wife Sm. Kanak Lata should get one eighth part or share of the net income of his estate for her maintenance as long as she would live and gave devised and bequeathed the rest and residue of his estate excepting premises No. 257, Chittaranjan Avenue, Kolkata (which was bequeathed to his eldest son the said Jogendra Narayan Roy in equal shares absolutely).
- G. By his said Will dated 6<sup>th</sup> March, 1960, the said Jagannath Prosad Roy further directed his executors to pay his just debts all expenses for taking out the probate of the said Will the Estate Duty payable in respect of his estate and to spend Rs. 5,000/= for his sradh.
- H. By his said Will dated 6<sup>th</sup> March, 1960 the said Jagannath Prosad Roy provided and declared that for making the payments aforesaid, if money is required his



executors would be entitled to sell, if they think it fit, any property belonging to his estate excepting the said premises No. 257, Chittaranjan Avenue, Kolkata.

- I. Under the said last Bengali Will dated 6<sup>th</sup> March, 1960 of the said Jagannath Prosad Roy, the said Jagannath Prosad Roy bequeathed to his third and fourth sons namely Girindra Narayan Roy and Sri Dharendra Narayan Roy respectively in equal shares whatever properties will be left behind after his death.
- J. The said executors named in the said Bengali Will dated 6<sup>th</sup> March, 1960 of the said Jagannath Prosad Roy namely Girindra Narayan Roy and Dharendra Narayan Roy filed an application in the Hon'ble High Court at Calcutta under its Testamentary and Intestate Jurisdiction for grant of probate of the said Bengali Will dated 6<sup>th</sup> March, 1960 which was marked as Matter No. 206 of 1961 (In the Goods of Jagannath Prosad Roy, deceased).
- K. The eldest son of the said Jagannath Prosad Roy namely the said Jogendra Narayan Roy filed a caveat in the goods of the said Jagannath Prosad Roy deceased and the same was marked as Testament Suit No. 7 of 1962.
- L. The said Testamentary Suit No. 7 of 1962 was contested by the legal heirs of the said Jagannath Prosad Roy.
- M. By a decree made by the said High Court at Calcutta in its Testamentary and Intestate Jurisdiction on the 26<sup>th</sup> day of July, 1962 in the said Testamentary Suit No. 7 of 1962 wherein the said Girindra Narayan Ray and Dharendra Narayan Roy were the plaintiffs and the said Jogendra Narayan Roy was the defendant, the Caveat so filed as aforesaid was discharged and it was inter alia ordered and decreed that the probate of the said last Will and Testament of the said Jagannath Prosad Roy deceased with a copy of the Will annexed be granted and issued to the plaintiffs namely the said Girindra Narayan Ray and Dharendra Narayan Roy as the executors therein named and that the plaintiffs should pay to the defendant the said Jogendra Narayan Roy an additional sum of Rs. 5,000/= within three months of the date of the property appertaining to the estate of the said Jagannath Prosad Roy deceased and that such sale should be done in order to liquidate the liability of the said estate.
- N. In the premises, by virtue of the grant of probate of the said last Bengali Will and Testament dated 6<sup>th</sup> March, 1960 of the said Jagannath Prosad Roy, since deceased except Mahendra Narayan Roy all other legal heirs namely his wife Smt. Kanak Lata Roy and his four sons namely (1) Jogendra Narayan Roy, (2)

Mahendra Narayan Roy, (3) Girindra Narayan Roy, (4) Dharendra Narayan Roy and two daughters namely (1) Minakshi Roy and (2) Tara Sundari Roy inherited the entire estate of the said Jagannath Prosad Roy in the manner and as per the directions mentioned in the said last Bengali Will of the said Jagannath Prosad Roy as aforesaid.

- O. In the premises, by virtue of grant of probate of the said last Bengali Will of the said Jagannath Roy his third son and fourth son namely Girindra Narayan Roy and Sri Dharendra Narayan Roy inherited undivided equal share, inter alia, of the properties namely 13A, Ramesh Dutta Street and No. 1, Dharamtolla Street, Kolkata.
- P. In the premises, pursuant to the aforesaid directions mentioned in the said Will of the said Jagannath Prosad Roy, the said Girindra Narayan Roy and Dharendra Narayan Roy was jointly entitled and became absolute joint owners and were seized and possessed of various immovable properties including ALL THAT partly two storied and partly three storied messuage, tenement house and land, hereditament and premises together with the land thereto belonging and on part whereof the same is erected and built containing by estimate 4 Cottahs be the same a little more or less situate lying at 13/1/1A, Adwaita Mallick Lane, Kolkata-700 006 and ALL THAT two storied brick built messuage, tenement dwelling house land hereditament and premises together with the piece and parcel of the land admeasuring 17 Cottahs 8 Chittacks 33 square feet be the same a little more or less situate lying at and being premises No. 13A, Ramesh Dutta Street, Kolkata-700 006 having undivided equal share each and enjoyed the same without any obstructions, interferences as absolute joint owners thereof until the time hereinafter mentioned.
- Q. By a registered agreement for sale dated 17<sup>th</sup> June, 1963 made between the said Girindra Narayan Roy and the said Dharendra Narayan Roy, described therein as the Landlords, Executors to the estate of Jagannath Prosad Roy, deceased of the First part and Smt. Suraj Devi Damani, described therein as the Purchaser of the Other Part, the said Girindra Narayan Roy and the said Dharendra Narayan Roy for a valuable consideration sold to Smt. Saraj Devi Damani ALL THAT partly two storied and partly three storied messuage, tenement house and land, hereditament and premises together with the land thereto belonging and on part whereof the same is erected and built containing by estimate 4 Cottahs be the same a little more or less situate lying at 13/1/1A, Adwaita Mallick Lane, Kolkata-700 006 and ALL THAT piece and parcel of the land admeasuring 5 Cottahs 5 Chittacks be the same a little more or less being the portion of the



Municipal premises No. 13A, Ramesh Dutta Street, Kolkata-700 006 which is subsequently renumbered as premises No. 13, Ramesh Dutta Street, Kolkata-700 006 more particularly described in the Schedule thereunder written which was registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 121, Pages 49 to 55, Being No. 3587 for the year 1963.

- R. In the premises, the said Girindra Narayan Roy and Dharendra Narayan Roy were jointly entitled to and became absolute joint owners and were seized and possessed of and sufficiently entitled to ALL THAT partly one storied and partly two storied brick built messuage tenement and dwelling house together with piece and parcel of the land thereunto belonging and/or part whereof the same is erected containing an area 12 Cottahs 8 Chittacks 33 square feet be the same a little more or less situate lying at and being remaining portion of the premises No. 13A, Ramesh Dutta Street (formerly 13A, Manicktalla Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 together with the right over the common passage leading from and to Manicktalla Street now known as Ramesh Dutta Street as also the right over the common passage leading from and to Chitta Ranjan Avenue more fully and particularly described in the First Schedule hereunder written hereinafter referred to as the "said premises" as absolute joint owners having undivided equal share each free from all encumbrances, liens, lispens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever and were in khas possession of the same and enjoyed the same without any obstructions, interferences until the time hereinafter mentioned.
- S. The said Girindra Narayan Roy died intestate on 28<sup>th</sup> October, 2012 leaving behind him and surviving his five sons namely (1) Prasanta Roy, (2) Dilip Kumar Roy, (3) Tridip Kumar Roy, (4) Sandip Roy, (5) Sudip Kumar Roy as his only heirs and legal representatives under the Hindu Succession Act, 1956 and by virtue of the law of inheritance the legal heirs of the said Girindra Narayan Roy inherited 1/5<sup>th</sup> share of fifty per cent undivided share in the said premises in equal share of said premises as the wife of the said Girindra Narayan Roy namely Jolly Roy died on 28<sup>th</sup> October, 2012 and his mother Kanaklata Roy predeceased him.
- T. The said Dharendra Narayan Roy died intestate on 4<sup>th</sup> May, 1998 leaving behind him and surviving his one son namely Dipak Roy and two married daughters namely (1) Suchandra Roy Karmakar and (2) Supriya Roy now Supriya Das and legal heirs of the deceased.
- U. The wife of the said Dharendra Narayan Roy namely Mahamaya Roy died intestate on 1<sup>st</sup> October, 2016 leaving behind her and surviving her only one son namely Dipak Roy and two daughters namely (1) Suchandra Roy Karmakar and (2) Supriya

Ray now Supriya Das as her only heirs, heiresses and legal representatives under the Hindu Succession Act, 1956.

- V. In the premises, after the death of the said Dharendra Narayan Roy, his one son namely Dipak Roy who inherited 16.66 per cent undivided share each in the said premises and two married daughters namely Smt. Suchandra Roy Karmakar inherited 16.67 and Smt. Supriya Das inherited 16.66 per cent undivided share in the said premises each and legal heirs of Dharendra Narayan Roy, deceased married daughter of Dharendra Narayan Roy namely (1) Dipak Roy, (2) Suchandra Roy Karmakar, (3) Supriya Das inherited 50 per cent undivided share of the Owners' allocation in the said premises each by virtue of the law of inheritance the legal heirs of the said Dharendra Narayan Roy as his mother Kanaklata Roy predeceased him.
- W. The said Prasanta Roy died intestate on 23<sup>rd</sup> January, 2017 leaving behind him and surviving his only son namely Subhadip Roy as his only heir and legal representative under the Hindu Succession Act, 1956 and by virtue of the law of inheritance who inherited entire estate of Prasanta Roy including undivided 10 per cent of Owners' allocation share in the said property as the mother of the said Prasanta Roy namely Jolly Roy died on 23<sup>rd</sup> October, 1995 and wife of the said Prasanta Roy namely Sarbani Roy died on 21<sup>st</sup> January, 2017 i.e. the mother and the wife predeceased the said Prasanta Roy.
- X. In the premises, by law of inheritance Sri Dilip Kumar Roy, son of Late Girindra Narayan Roy inherited 10% undivided share of Owners' allocation in the said premises, Sri Sandip Kumar Roy, son of Late Girindra Narayan Roy inherited 10% undivided share of Owners' allocation in the said premises, Sri Sudip Kumar Roy, son of Late Girindra Narayan Roy inherited 10% undivided share of the Owners' allocation in the said premises, Sri Dipak Roy, son of Late Dharendra Narayan Roy inherited 16.66% undivided share of Owners' allocation in the said premises, Smt. Suchandra Roy Karmakar, daughter of Late Dharendra Narayan Roy inherited 16.67% undivided share of the Owners' allocation in the said premises, Smt. Supriya Das, daughter of Late Dharendra Narayan Roy inherited 16.66% undivided share of Owners' allocation in the said premises, Sri Subhadip Roy, son of Late Prasanta Roy inherited 10% undivided share of Owners' allocation in the said premises, Smt. Lipika Roy, wife of Tridip Kumar Roy inherited 3.33% undivided share of Owners' allocation in the said premises, Sri Joydeep Roy, son of Late Tridip Kumar Roy inherited 3.34% undivided share of Owners' allocation in the said premises, Smt. Joyeeta Roy, daughter of Late Tridip Kumar Roy inherited 3.33% undivided share of Owners' allocation in the said premises.



- Y. The said Tridip Kumar Roy, son of Girindra Narayan Roy died intestate on 20<sup>th</sup> March, 2004 leaving behind him and surviving his wife namely Lipika Roy and one son namely Joydeep Roy and one daughter namely Joyeeta Roy as his only heirs, heiress and legal representative under the Hindu Succession Act, 1956 inherited the entire estate of the said Tridip Kumar Roy including his undivided 3.33% per cent share of the Owners' allocation each in the said property absolutely and in equal share as the mother of the said Tridip Kumar Roy namely Jolly Roy predeceased the said Tridip Kumar Roy.
- Z. By virtue of mutual understanding between the legal heirs of Girindra Narayan Roy and Dhirendra Narayan Roy, have agreed that legal heirs of Girindra Narayan Roy will get 58% of land owners' allocation and the legal heirs of Dhirendra Narayan Roy will get 42% of land owners' allocation as Late Girindra Narayan Roy and his sons had undertaken all the legal and other proceedings and incurred all costs, charges and expenses for getting vacant possession of the said premises No. 13A, Ramesh Dutt Street, Kolkata-700 006 and there shall be no further claim in this regard.
- AA. By virtue of another mutual understandings of legal heirs and heiresses of Late Girindra Narayan Roy, his second son Sri Dilip Kumar Roy will get 1/3 of the allocation of the shares of Late Girindra Narayan Roy, Sandip Roy will get 1/6, Subhadip Roy, son of Late Prasanta Roy will get 1/6 and Smt. Lipika Roy, wife of Late Tridip Kumar Roy, Joydeep Roy, son of Late Tridip Kumar Roy and Joyeeta Roy, daughter of Late Tridip Kumar Roy each will get 1/18 of Late Girindra Narayan Roy's in the manner (1) Dilip Kumar Roy – 2/6 of 58%, (2) Sandip Kumar Roy – 1/6 of 58%, (3) Sudip Roy – 1/6 of 58%, (4) Subhadip Roy – 1/6 of 58%, (5) Lipika Roy – 1/18 of 58%, (6) Joydeep Roy – 1/18 of 58%, (7) Joyeeta Roy – 1/18 of 58% of the said premises.
- BB. In the premises, by virtue of law of inheritance the Owners are absolutely seized and are possessed of and sufficiently entitled to the said premises as absolute joint owners having shares in the said premises mentioned herein above free from all encumbrances, liens, lispendens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever and are in khas possession of the same and enjoying the same without any obstructions, interferences whatsoever.
- CC. It is mutually agreed by and between the legal heirs and heiresses of Late Dhirendra Narayan Roy agreed to distribute the share of the said premises of Late Dhirendra Narayan Roy in the manner that (1) Suchandra Roy Karmakar – 1/3 of 42% i.e. 14%, (2) Supriya Das – 1/3 of 42% i.e. 14% and (3) Dipak Roy – 1/3 of 42% i.e. 14% of the said premises.

DD. The Owners have jointly decided to develop the said premises and are in search of a Developer and having come to know the desire of the Owners, the Developer who is a well known Developer approached the Owners to develop the said premises which the Owneres have agreed on the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:**

**ARTICLE : I**

(Commencement)

- 1.1 **COMMENCEMENT OF THE DEVELOPMENT AGREEMENT:** This Development Agreement shall come into force with immediate effect from the date of execution of this agreement.

**ARTICLE : II**

(Definitions)

2. **DEFINITIONS** : That in this Development Agreement unless otherwise agreed upon the following expressions will have the following meaning:
- 2.1 **ASSOCIATION** shall mean any Association, Syndicate Committee, Limited, Limited company or Registered Society that may be formed together with all the existing purchasers/tenants/occupants of the flat, other area/residential area or nominated by the Developer for the common purposes having such rules and regulations and restrictions as be deemed proper and necessary by the Developer but not inconsistent with the provisions and covenants herein contained.
- 2.2 **ARCHITECT** shall mean the Architect to be appointed by the Developer only and who will design and plan or plans prepare modification of plan or plans, alterations of the plan or plans of the building, buildings to be constructed on the said premises and obtain the required sanction for construction of such building or buildings from the Kolkata Municipal Corporation and/or from any other Appropriate Authority or Authorities and shall also include the plan or plans, modification of plan or plans for construction of the building or buildings on the said premises as may be suggested by the Developer.



2.3 **ADVOCATE** shall mean Mr. D. Mitra, Solicitor & Advocate, Room No. 29, First Floor, 10, Old Post Office Street, Kolkata-700 001 who is appointed by the Developer and it is also clarified as and when situation may arise, Mr. D. Mitra, Solicitor & Advocate will act on behalf of the Developer.

2.4 **BUILDING DESCRIPTIONS:**

a) Sanctioned Plan shall mean the plans which also includes all modifications, revisions and/or amendments thereto for construction of New Building/s on the said property to be sanctioned by the Kolkata Municipal Corporation or any other authority or authorities as the case may be and shall also includes additions, alterations, modifications to be made by the Developer or its Architect or Architects and the same shall be final and binding upon the parties.

b) New Building/s shall mean Building or Buildings constructed and/or being constructed and/or to be constructed at the said property.

c) The Building or Buildings shall also includes residential Building or Buildings to be constructed or constructed on the said premises by the Developer and/or their nominee or nominees with such modifications as may be decided by the Developer. Consent from the owners will be taken prior to final plan draw up and the orientation of the owners' allocation are to be decided upon consent from the owners and the Owners shall give the consent within fifteen days from the date of receipt of the same.

2.5 **BUILDING PLANS** shall mean plan or plans to be prepared by the Architect/Engineer appointed by the Developer for construction/re-construction of the new building(s) on the said premises and to be sanctioned by the Kolkata Municipal Corporation and/or any other Competent Authority or Authorities as the case may be and also such modifications, alterations, additions made thereto as may be suggested by the Developer and also by the owners.

2.6 **COMMON AREAS INSTALLATIONS AND FACILITIES** shall mean and include corridors, stair-ways, passage, ways, pump room, tube-well, over head water tank, water pump, lifts and other facilities and motor, ultimate roof to be constructed on the proposed building or buildings more particularly mentioned in the Fifth Schedule hereunder written. Provided further, the constructions, common areas, facilities, may be modified, changed and altered as may be decided by the Developer which will be final and binding upon the parties.

- 2.7 **COMMON EXPENSES** shall mean and include all expenses for the maintenance management and upkeep of the building or buildings to be constructed on the said premises and in particularly the common areas installations and facilities and for rendering of common services in common with the Co-Owners, occupiers including those mentioned in the Sixth Schedule hereunder written.
- 2.8 **CO-OWNERS** according to the context shall mean all the persons who purchase or agree to purchase or own Units, flats, commercial areas, semi commercial areas, areas, car parking spaces, open, covered or any portion in the building or buildings to be constructed on the said property.
- 2.9 **COMMON PURPOSES** shall mean and include the purposes of managing maintaining and up-keeping the building to be constructed on the said premises (and in particular the common areas installations and facilities), rendering of common service in common expenses and dealing with the and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owners and relating to their manual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas installations and facilities in common.
- 2.10 **COST OF CONSTRUCTION**: shall mean entire amount paid or to be paid by the Developer entire cost of construction to be incurred for construction of the building or buildings, obtaining plan sanctioned, as well as alternate accommodation to the Owners.
- 2.11 **DEVELOPER** shall mean **MESSRS OMKAR DEVCON PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas, PAN – AABCO3002G, Mobile No. 9830091872, which includes its successor, successors-in-office and assigns.
- 2.12 **DEVELOPMENT WORKS**: shall mean and include the carrying out of the development of the said premises by demolishing existing building/ structures constructed thereupon and constructing new building or buildings as per sanction plan to be sanctioned by the Kolkata Municipal Corporation or such Authority or Authorities as the case may be and also includes which will be constructed as may be mutually agreed between the Owners and the Developer on the said premises.



- 2.13 **DEVELOPER'S ALLOCATION** shall mean and include –ALL THAT 50% (fifty per cent) of the built up area plus 1075 sft. more or less of built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation and shall also include 50% (fifty per cent) of the total covered space of the building or buildings to be constructed by the Developer including all additional area, if any constructed **TOGETHER WITH** impartible proportionate share in the land as mentioned in the First Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities and amenities of the land and the proposed building or buildings to be constructed on the said premises more particularly mentioned in the Third Schedule hereunder written.
- 2.14 **MATERIALS TO BE USED FOR CONSTRUCTION OF THE BUILDING** shall mean those materials which will be used for construction of the building or buildings more particularly mentioned in the Fourth Schedule hereunder written. Provided further if as per the advice of the Architect any changes is required to be made the same shall be made and will be treated as final and binding upon the parties upon mutual consent of the Owners and the Developer.
- 2.15 **OWNERS** shall mean (1) **SRI DILIP KUMAR ROY**, son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Retired Person, residing at 13A, Ramesh Dutta Street, Post Office Beadon Street, Police Station Girish Park, Kolkata-700 006, District Kolkata, PAN – ADCPR3870J, Aadhaar No. 4988 2377 6653, Mobile No. 9903325295, (2) **SRI SANDIP ROY**, son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Agency Business, residing at F-27/2, Karunamoyee Housing Estate, Salt Lake City, Post Office Sech Bhavan, Police Station East Bidhannagar, Kolkata-700 091, District North 24 Parganas, PAN – AFMPR8529Q, Aadhaar No. 8046 9749 8274, Mobile No. 9331233062, (3) **SRI SUDIP ROY**, son of Late Girindra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at Khasra No. 688, T/F, Flat No. E4 Nai Basti, Village Khanpur, Pushpa Bhawan, South Delhi, Delhi-110 062, Post Office Sangam Vihar, Police Station Nebsarai, PAN – AHAPR3319L, Aadhaar No. 4347 5806 7587, Mobile No. 7982229896, (4) **SRI DIPAK RAY**, son of Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Teaching, residing at C-1-M-1, 426 CMDA Nagar, Shulitalamiparda, Mohanpur (CT), Sewli, Post Office St. Para, Police Station Titagarh, Kolkata-700 121, District North 24 Parganas, PAN – BHUPR9847J, Aadhaar No. 3617 3540 7583, Mobile No. 8240471430, (5) **SMT. SUCHANDRA ROY KARMAKAR**, daughter of Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation House-wife, residing at C/o. Chandan Kumar Roy Karmakar, C-75, Alakananda Apartment,

P.N. Chatterjee Road, Amrabati, Post Office Sodepur, Police Station Khardah, Kolkata-700 110, District North 24 Parganas, PAN – BKCP6047P, Aadhaar No. 5912 1937 4046, Mobile No. 9903561216, (6) **SMT. SUPRIYA DAS**, daughter of Late Dharendra Narayan Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at No. 17/33, S1, South Gangaianman, Koil 1<sup>st</sup> Cross Street, Choolaimedu, Chennai-600 094, Post Office Choolaimedu, Police Station F.5, Choolaimedu, PAN – BFZPD8469M, Aadhaar No. 4446 9953 2560, Mobile No. 7200015380, (7) **SRI SUBHADIP ROY**, son of Late Prasanta Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at B/8, 10, Solok Pally, Haltu, Kolkata, West Bengal, Post Office Haltu, Police Station Kasba, Kolkata-700 078, District South 24 Parganas, PAN – ANXPR6776Q, Aadhaar No. 9182 6043 8695, Mobile No. 9674826351, (8) **SMT. LIPIKA ROY**, wife of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation House-wife, residing at EP-55 No. Bipin Ganguly Road, Ghughudanga, South Dum Dum, Post Office Ghughudanga, Police Station Dum Dum, Kolkata-700 030, District North 24 Parganas, PAN – AGZPR6413P, Aadhaar No. 7448 1907 6783, Mobile No. 9748413007, (9) **SRI JOYDEEP ROY**, son of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation Service, residing at E/P-55-B, Kunjamallick Bag, South Dum Dum (M), Ghughudanga, Post Office Ghughudanga, Police Station Dum Dum, Kolkata-700 030, District North 24 Parganas, PAN – APGPR9944F, Aadhaar No. 6540 6484 1044, Mobile No. 9674445445, (10) **SMT. JOYEETA ROY**, daughter of Late Tridip Kumar Roy, by Religion Hindu, by Nationality Indian, by Occupation Business, residing at No. EP-55, Bipin Ganguli Road, Ghughudanga, South Dum Dum, Post Office Ghughudanga, Police Station Dum Dum, Kolkata-700 030, District North 24 Parganas, PAN – BBAPR1382J, Aadhaar No. 2403 2818 3314, Mobile No. 9163567362, which includes their respective heirs, executors, administrators, legal representatives and assigns.

- 2.16 **OWNERS' ALLOCATION** shall mean and include –ALL THAT 50% (fifty per cent) of the built up area less 1075 sft. more or less of built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation including 50% (fifty per cent) of the total covered space of the building or buildings to be constructed in the said premises more particularly mentioned in the Second Schedule hereunder written **TOGETHER WITH** impartible proportionate share in the land mentioned in the First Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities of the land and the proposed building or buildings to be constructed on the said premises described in the First Schedule hereunder written to be distributed amongst the Owners in the manner that (I) the legal heirs and heiresses of Late Dharendra Narayan Roy will get 21%



of the Built up area namely (1) SRI DIPAK RAY, son of Late Dharendra Narayan Roy will get 7% of the Built up area along with a car parking space admeasuring more or less 125 sft. (2) SMT. SUCHANDRA ROY KARMAKAR, daughter of Late Dharendra Narayan Roy will get 7% of the Built up area along with a car parking space admeasuring more or less 125 sft. and(3) SMT. SUPRIYA DAS, daughter of Late Dharendra Narayan Roy, will get 7% of the Built up area along with a car parking space admeasuring more or less 125 sft. and (II) legal heirs and heiresses of Late Girindra Narayan Roy will get 29% of the Built up area in the manner namely(1) SRI DILIP KUMAR ROY, son of Late Girindra Narayan Roy, will get 9.66% of the Built up area, (2) SRI SANDIP ROY, son of Late Girindra Narayan Roy, will get 4.83% of the Built up area, (3) SRI SUDIP ROY, son of Late Girindra Narayan Roy, will get 4.83% of the Built up area, (4) SRI SUBHADIP ROY, son of Late Prasanta Roy, will get 4.83% of the Built up area, (5)SMT. LIPIKA ROY, wife of Late Tridip Kumar Roy, will get 1.61% of the Built up area (6) SRI JOYDEEP ROY, son of Late Tridip Kumar Roy, will get 1.61% of the Built up area and (7) SMT. JOYEETA ROY, daughter of Late Tridip Kumar Roy, will get 1.61% of the Built up area on the first and top floor of the proposed building and after providing the 3(three) car parking spaces to the legal heirs of Late Dharendra Narayan Roy, the legal heirs of Late Girindra Narayan Roy will be entitled to the rest of the covered car parking space/spaces out of the 50% of the parking areas/spaces in the proposed building or buildings to be constructed on the said premises.

- 2.17 **PROPERTY/PREMISES** shall mean ALL THAT partly one storied and partly two storied brick built messuage tenement and dwelling house together with piece and parcel of the land thereunto belonging and/or part whereof the same is erected containing an area 12 Cottahs 8 Chittacks 33 square feet be the same a little more or less situate lying at and being a portion of the premises No. 13A, Ramesh Dutta Street (formerly 13A, Manicktalla Street), Post Office Beadon Street, Police Station Girish Park now Jorabagan, Kolkata-700 006 together with the right over the common passage leading from and to Manicktala Street now known as Ramesh Dutta Street as also the right over the common passage leading from and to Chitta Ranjan Avenue more particularly described in the First Schedule hereunder written.
- 2.18 **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the built-up area of the Units/ garage spaces or other spaces/portions as well as covered car parking spaces, in the building. **PROVIDED THAT** where it refers to the share of any rates and/or taxes amongst the Common expenses, then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be area rental income of user of the respective units by the Co-Owners respectively).

- 2.19 **PARKING SPACE** shall mean the spaces meant or earmarked within the said premises of the building or buildings as also at the ground level in the open and abutting the said building or buildings for parking or motor cars as well as covered car parking spaces.
- 2.20 **SALABLE SPACE** shall mean the space for flats, other saleable areas in the said new building and renovated, modified, reconstructed building available for independent use and occupation which would be meant for residential, commercial and other purpose after carrying out development work at the said property in the manner as may be decided by the Owners and the Developer.
- 2.21 **BUILT UP AREA** according to the context shall mean (i) the plinth area of the said Unit/ open as well as covered car parking spaces, flat/garage spaces or other spaces (which includes inter alia the area of the covered balconies and servants quarters, if any attached thereto and also the thickness of the extra name and internal walls thereof and pillars and Columns therein. **PROVIDED THAT** if any wall pillar or column be common between to, units then one-half of the area under such wall or pillar shall be included in each such Unit/open as well as covered car parking spaces, flat/garage spaces or other spaces) (ii) such proportionate share of the area of the common areas. Provided further built up area as will be decided by the Owners and the Developer will be final and binding upon the parties.
- 2.22 **SPECIFICATION OF THE OWNERS' ALLOCATION** shall mean those specifications which are more particularly described in the Fourth Schedule hereunder written.
- 2.23 **SERVICE CHARGE**: shall mean and include the cost and expenses for the new building or buildings towards premium for the insurance, rates and taxes, electric lighting, sanitation, repairs and renewals, charges for security, charges for the bill collections and charges for management of common facilities, costs for renovation, replacements and maintenance and expenses in relation to common wirings, pipes, electrical and mechanical equipments, pumps, motors, generators, elevators and other electrical and mechanical installations, appliances, tools, implementations, apparatus and the stair-ways, corridors, passage-ways, park-ways, open spaces and all other facilities whatsoever as may be decided by the Developer from time to time in the proposed new building (s) and/or renovation, modification, alteration, of the existing building.



- 2.24 **TITLE DEED** shall mean all copies of the documents and all papers of title of the said land which shall remain under the custody and control of the Developer and who shall be produced as and when necessary to fulfill the object of this agreement and shall not be parted, dealt with any manner and after completion of the project, the same to be handed over to the Owner's Association. Provided further, as and when situation may arise the Developer shall give inspection to the Owner and also the intending Purchasers of the Owners, their respective representatives and the intending purchasers of the Developer and shall be allowed and also to make copies of the same at their costs. The original and copies of the documents including certified copies of the documents relating to the title of the said premises will be under the custody and control of the Developer and upon completion of the project all the documents will be handed over to the Owners' Association.
- 2.25 **TRANSFER WITH** is grammatical variations shall includes transfer by possession and by any other means adopted for effecting that is understood as a transfer of space of the proposed building or buildings to the Purchaser or purchasers thereof although the same may not amount to be a transfer in law.
- 2.26 **TRANSFeree SHALL MEAN** a person, firm, limited company, Association of persons to whom flat/garage spaces or other spaces open as well as covered car parking spaces in the building or buildings has been transferred.
- 2.27 **UNITS** shall mean residential space, rooms, parking spaces (if any) and other spaces of different floors of the said building and other constructed spaces, being reconstructed or intended to be built and constructed by the Developer from time to time at the said property and/or constructed area and/or modification, renovation, alteration of the existing building capable of being used and enjoyed independently.
- 2.28 **INTERPRETATIONS:**
- (a) Words denoting any gender will include the other gender/s.
  - (b) The singular includes the plural and vice versa.
  - (c) A reference to any party including Owners and the Developer unless the context otherwise requires, shall include their respective heirs, executors, administrators, legal representatives and also include successor/s-in-interest and/or assigns.

- (d) Complex shall mean the entirety of the said property and the new Building or Buildings to be constructed thereon residential portions and commercial, semi-commercial portions together with the common areas, facilities and amenities thereat and the entire Complex should be named as may be decided by the Owners and the Developer.
- (e) The relevant areas to be constructed on the said property and to be entitled by the Owners and the Developer.
- (f) **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Development Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.
- (g) **Statutes:** In this Development Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- (h) **Party:** In this Development Agreement, any reference to a Party is to a party to this Development Agreement.
- (i) **Clause or Paragraph:** In this Development Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.



- (j) **Including:** In this Development Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- (k) **Headings:** In this Development Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

**ARTICLE : III**

(Consideration)

- 3.1 In consideration of allowing the Developer to construct the building or buildings on the said premises at their costs and to deal with the Developer's allocation as aforesaid, the Owners will be entitled to for residential area of ALL THAT 50% (fifty per cent) of the built up area less 1075 sft. more or less of built up area and including 50% (fifty per cent) covered car parking area of the F.A.R. sanctioned by the Kolkata Municipal Corporation including 50% (fifty per cent) of the total covered space of the building or buildings to be constructed in the said property more particularly mentioned in the Second Schedule hereunder written to be distributed in the manner as defined in clause 2.16 herein above **TOGETHER WITH** impartible proportionate share in the land mentioned in the First Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities of the land and the proposed building or buildings to be constructed on the said premises described in the First Schedule hereunder written.
- 3.2 Over and above the allocation of the Owners, the Developer will make payment Rs. 53,75,000.00 (Rupees Fifty Three Lakh Seventy Five Thousand) only.
- 3.3 The said non refundable amount as mentioned in the clause 3.2 above will be paid by the Developer in the following manner:
- a) Rs. 21,00,000.00( Rupees Twenty One Lakh) only to the legal heirs of Late Dhirendra Narayan Roy namely in the manner (1) SRI DIPAK RAY, son of

Late Dharendra Narayan Roy will get his share of Rs. 7,34,000.00 (Rupees Seven Lakh Thirty Four Thousand) only (2) SMT. SUCHANDRA ROY KARMAKAR, daughter of Late Dharendra Narayan Roy will get her share of Rs. 7,00,000.00 (Rupees Seven Lakh) only (3) SMT. SUPRIYA DAS, daughter of Late Dharendra Narayan Roy, will get her share of Rs. 6,66,000.00 (Rupees Six Lakh Sixty Six Thousand ) only.

b) Rs. 22,75,000.00 (Rupees Twenty Two Lakh Seventy Five Thousand) only to the legal heirs of Late Girindra Narayan Roy namely (1) SRI DILIP KUMAR ROY, son of Late Girindra Narayan Roy, will get his share of Rs. 5,00,000.00 (Rupees Five Lakh) only (2) SRI SUDIP ROY, son of Late Girindra Narayan Roy, will get his share of Rs. 5,00,000.00 (Rupees Five Lakh) only (3) SRI SUBHADIP ROY, son of Late Prasanta Roy, will get his share of Rs. 5,00,000.00 ( Rupees Five Lakh) only(4) SMT. LIPIKA ROY, wife of Late Tridip Kumar Roy, will get her share of Rs. 1,66,667.00( Rupees One Lakh Sixty Six Thousand Six Hundred Sixty Seven) only (5) SRI JOYDEEP ROY, son of Late Tridip Kumar Roy, will get his share of Rs. 1,66,667.00( Rupees One Lakh Sixty Six Thousand Six Hundred Sixty Seven) only (6) SMT. JOYEETA ROY, daughter of Late Tridip Kumar Roy, will get her share of Rs. 1,66,666.00( Rupees One Lakh Sixty Six Thousand Six Hundred Sixty Six) only and (7) SRI SANDIP ROY, son of Late Girindra Narayan Roy, will get his share of Rs. 2,75,000.00 (Rupees Two Lakh Seventy Five Thousand) only.

c) Rest of the balance amount of Rs. 10,00,000.00 (Rupees Ten Lakh) only shall be disbursed towards payment of Corporation rates and taxes including areas, penalty and legal expenses and for mutation in favour of the Owners and after incurring aforesaid expenses the balance surplus amount shall be disbursed to Sri. Dilip Roy and the legal heirs of Late Dharendra Narayan Roy in 50: 50 ratio.

#### ARTICLE - IV

#### (THE DEVELOPER'S OBLIGATIONS AND RIGHTS)

4.1 The Developer shall obtain the sanctioned plan and if required prepare the plan and submit the same to the Owners for their approval and signatures and after obtaining the approval of the Owners and their signatures on the plan shall submit the same to the Kolkata Municipal Corporation or Appropriate Authority as well as Appropriate



Department for obtaining the plan sanctioned at the costs and expenses of the Developer.

- 4.2 The Developer will be at liberty to cause all necessary searches at their own costs with regard to the marketability of the title of the said premises within six months from the date hereof and shall, if necessary, furnish requisitions on title within the said period of six months and the Owners shall reply to the said Requisition on Title within one month from the date of receipt of the said requisition with supporting documents.
- 4.3 The Developer will be at liberty to have the said premises surveyed and/or measured at its own costs.
- 4.4 The Developer will be at liberty to have the soil of the said premises appropriately tested at its own costs.
- 4.5 The Developer shall ensure that the residential cum commercial building to be erected on the said premises shall be habitable with adequate electrical, telephone and domestic water supply connections, drainage and sewerage and obtain all necessary permission from the competent Authorities regarding completion of the building.
- 4.6 During the construction/erection of the said commercial cum residential building project on the said premises, the Developer shall keep all works in progress and executed.
- 4.7 The Developer shall not discontinue or abandon the construction of the proposed building or buildings except the suspension of the work or due to force majeure events.
- 4.8 Immediately after obtaining the plan sanctioned the Developer shall arrange for providing alternate accommodation to the Owner No. 1, Dilip Roy admeasuring an area of 1000 square feet be the same a little more or less, Owner No. 7, Subhadip

Roy suitable to relocate the belongings in a safe manner at the locality to be decided by the Owners and the Developer and the rent and maintenance charges of each of such alternate accommodation shall be Rs. 20,000.00( Rupees Twenty Thousand) only and Rs. 10,000.00(Rupees Ten Thousand) only per month respectively and the same shall be paid by the Developer till the date of handing over Owners' allocation. Provided further in the event in the notice of handing over is given by the Developer to the Owners and the Owners/Owner fail/fails to take possession of their respective allocations then in such event the Developer will stop payment of rent other outgoings in respect of alternate allocations and the Owners who are in possession of the same shall be liable to pay without raising any objection and the Developer will be at liberty to charge maintenance charges and all outgoings from the Owners in respect of the Owners' allocation after the expiry of the notice and the Owners shall be liable to pay the same without raising any objection.

- 4.9 The Developer however will be at liberty to do the phase wise construction and if possible provide alternate space in the said premises to the Owner No. 1 and the Owner No. 7 as and by way of alternate accommodation and in such case the Developer will not be liable to pay monthly rent to the said Owners and the said Owners shall from time to time will be shifted as and when situation arises by the Developer for construction of the building within the said premises and the Owner Nos. 1 and 7 will assist the Developer in this regard.
- 4.10 After obtaining plan sanctioned and vacant possession of the said premises within three months, the Developer will demolish the existing building and structure and entire salvage will belong to the Developer which the Developer will be at liberty to deal with the same in any manner whatsoever.
- 4.11 The Developer shall pay all taxes, outgoings payable of the said premises on and from the date of obtaining vacant possession of the entire property and upto the date of handing over possession of the Owners' allocation or intimation to the Owners in writing whichever is the earlier after obtaining necessary completion certificates of the competent authorities of building. **PROVIDED HOWEVER** the Developer shall be liable to pay all taxes, outgoings in respect of the Developer's allocation even after completion of the building or buildings.
- 4.12 If required, the Developer will be at liberty to modify, alter and amend the plan to be sanctioned or sanctioned by the Kolkata Municipal Corporation or Appropriate Authority as the case may be in respect of the said premises with the written consent of the Owners.



- 4.13 After obtaining the Building Plan Sanction the Developer shall complete the construction within 36 (thirty six) months from the date of sanction of building plan and hand over the owners' allocation to the Owners and the Developer shall provide information as a mandatory provision to the Owners in respect of each and every progress in the construction and development of the new building in the concerned premises obtaining plan sanctioned **PROVIDED FURTHER** if due to latches, negligence or any acts, deeds or things on the part of the owners, the construction and/or completion of the building or buildings are delayed, then in such event, the Owners shall extend as grace period such reasonable time to the Developer as may be required by the Developer to complete the building or buildings. **Provided further**, if the Developer fails to complete the construction of the building or buildings due to force majeure, then the Owners shall extend further period to overcome the force majeure situation for such terms as may be reasonably required to complete the construction of the building or buildings.
- 4.14 In case of the proposed building happens to be a G+3, the parties hereto shall identify their respective allocation and such allocation shall be made proportionately, equitably and in floor wise keeping in view the advantages, location and the market value at the time of such identification so that the ratio of the market value of the Owners' area and the Developer's area is 50% less 1075 sft. more or less of built up area : 50% plus 1075 sft. more or less of built up area respectively. **Provided further**, in case there is any disputes between the Owners with regard to settling their allocation the majority of the Owners' decision will be final and binding upon the parties and in the event there is a tie then in such event the Developer will be at liberty to intervene and take the decision which will be final and binding upon the parties.
- 4.15 Upon completion of the building or buildings as the case may be, if the identified area of the Developer's allocation and that of the Owners' allocation do not correspond to their proportionate share, then any shortage in their allocation will be made good by the other and for such adjustment, the recipients of the additional area shall pay @ Rs. 5000.00 per sft. for maintaining the ratio of proportion.
- 4.16 If due to force majeure or unforeseen situation or due to any unforeseen reason the building or buildings cannot be completed then in such event the period will be extended until such situation become normal and further reasonable period will be given to the Developer for completion of the building or buildings.
- 4.17 The Developer doth hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omissions or

commission of the Developer in relation to the making of construction of the building or buildings.

- 4.18 The Developer shall on completion of the building put the Owners in undisputed possession of the Owners' allocation **TOGETHER WITH** the rights in common to the common facilities and amenities to be enjoyed proportionately with other owners of flat/flats. It is however made clear if within thirty days from issue of the notice to the Owners by the Developer to take physical possession of the Owners' allocation, the Owner or Owners fail to take possession of Owners' allocation it shall be deemed that the owners have obtained possession, Provided further, simultaneously at the time of taking possession of the Owners' allocation, the Owners shall hand over vacant and peaceful possession of the alternate accommodation to be provided to the Owners and in case any due found in respect of the alternate accommodation which is not payable by the Developer shall be paid by the Owners before taking possession of the Owners' allocation.
- 4.19 That in the event the Developer fails to handover Delivery of peaceful possession of the Owners allocation in a lawful manner to the owners upon completion and expiry of 36(thirty six) months from the date of sanction of building plan, then the Developer shall make payment of compensation money to the Owners at the rate of Rs. 50,000.00 (Rupees Fifty Thousand) only per month until handover of Owners' allocation to the Owners of the said and schedule 'A' mentioned premises in the newly constructed building.
- 4.20 It is agreed that from the date of execution of this agreement the delay is caused to complete the construction of the building or buildings within the stipulated period of 36(thirty six) months due to latches on the part of the Owners, negligence, non cooperation or fulfilling the object of this Development Agreement, then in such event the Owners shall be liable to pay Rs. 50,000.00 per month for the period of such delay before taking possession of the Owners' allocation. If the construction is delayed due to the disputes between the co-owners, the time to complete the project will extend till such dispute is settled in all respects.
- 4.21 Subject to the terms and conditions hereinafter appearing, the Developer shall be at liberty with exclusive right and authority to negotiate for the sale, lease, deal with dispose of the Developer's allocation in respect of the floors/flats areas, car parking spaces and other areas together with proportionate share of land excluding the space provided under owners' allocation as mentioned hereinbefore, of the said proposed building on the said premises with any prospective buyer/s before or in course of the construction work of the building or buildings for such consideration and on such terms and conditions as the Developer shall think fit



and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owners herein shall not have any right, share and will not be entitled to any portion thereof on any ground whatsoever.

- 4.22 Subject to the terms and conditions hereinafter appearing, the Developer shall be entitled to enter into agreement for sale/lease or transfer in respect of Developer's allocation on the basis of the General Power of Attorney in the name of the Developer with the right to delegate and entitled to sign all necessary documents on behalf of the Owners however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owners.
- 4.23 The Developer shall execute the Deed of Conveyance or conveyances in favour of the intending purchaser or purchasers of the Developer's allocation of the building on behalf of the Owners on the strength of the General Power of Attorney to be executed in favour of the Developer **PROVIDED HOWEVER** the costs of Conveyance or conveyances including stamps, registration charges and all other expenses including legal expenses shall be borne and paid by the intending purchaser or purchasers thereof. The Developer will simultaneously give peaceful possession to the owners along with the Developers' intending purchasers of flats under Developers Allocation.
- 4.24 The Developer will remain responsible for all accidents and mishaps during the course of construction and to keep the Owners fully indemnified against all actions suits proceedings costs charges and expenses in respect thereof.
- 4.25 The Developer will not create any financial liability or any other liability of any nature whatsoever and on any account whatsoever on the owners and agree to keep fully indemnified the Owners against any losses, claims, demands and damages which may be suffered by the Owners on account of any act or omission and/or commission by the Developer in respect of the said premises.
- 4.26 The Developer shall observe, fulfill and comply with the statutory rules and regulations for the time being in forced towards implementation of the development under the agreement.
- 4.27 The Developer shall be liable to have registered and will bear and pay the stamp duty, registration fees and other incidental expenses in respect of the Development Agreement and any other deeds and documents which are entered into between

the Owners and the Developer for development of the said premises which are required to be registered under the law for the time being in force and the Developer agrees to keep fully indemnified the Owners against all losses, claims, demands and damages which may be suffered by the Owners in this respect.

- 4.28 The Developer will fulfill and observe and comply with the rules and regulations of the Kolkata Municipal Corporation and other concerned authorities for construction of the buildings and agrees to keep fully indemnified the Owners against all losses, claims, demands and damages which may be suffered by the Owners on account of violation of any of the said rules and regulations by the Developer.
- 4.29 The Developer shall be authorized in the name of the Owners in so far as necessary to apply for and obtain quotas, entitlements and other allocation of or for cement, all types of steels, bricks other building materials and accessories allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage, sewerage and/or other facilities if any available to the new building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owners have executed and registered a General Power of Attorney in favour of the Developer and with the right to delegate which is a part of this Development Agreement mentioned hereunder.
- 4.30 All costs, charges, and expenses for obtaining plan sanctioned, construction of the building or buildings on the said premises including architect's fees, fees of the advocate shall be discharged and paid by the Developer and the Owners shall not be liable in this regard in any manner whatsoever.
- 4.31 The Developer will supply all the relevant papers and documents to the Owners and to the intending Purchasers of Owners allocation and/or their agents and may further allow to obtain extract from original papers and documents as may be required by them from time to time to take loans and other proceedings.
- 4.32 As soon as the building is completed and upon delivery of the Owners' allocation the Owners shall be exclusively responsible for payment of all Municipal and property taxes rates, duties, dues and all outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owner's allocations, the said rate to be apportioned prorate with reference to the saleable space in the building if any are levied on the building as a whole.



- 4.33 On and from the date of obtaining possession of the new building or buildings, the Owners and the Developer shall be liable to pay all outgoings, maintenance charges, electricity charges proportionate to their share within such time as may be agreed by and between the parties mutually.
- 4.34 The Developer shall complete the building or buildings with the materials more particularly mentioned in the Sixth Schedule hereunder written in all respect in terms of this Development Agreement and shall obtain the completion certificate.
- 4.35 In case the Owners desire to change any specifications or materials in respect of their allocations prior to construction, the Owners shall intimate the same to the Developer prior to commencement of construction of the owners' allocation and the Developer shall change the same as far as the same would be possible and the Owners shall be liable to pay difference of price of the materials charges and extra expenses.
- 4.36 The Developer shall also be entitled to as follows:
- a) To enjoy, negotiate and enter into agreement for sale with buyers and accept advance and/or consideration money for the disposal of the Developer's allocation and it may think fit and proper from all such person or persons it may desire without any interference and/or obstructions from the Owners.
  - b) The Developer will be entitled to enter into an agreement for sale and/or transfer the respective flats in their allocation in the proposed building and for entering into such agreement with the prospective buyers the Developer shall not be liable to make the Owners as parties to the said Agreement.

**ARTICLE - V**

**(OWNERS' REPRESENTATIONS AND ASSURANCES)**

- 5.1 The said premises is free from all encumbrances, liens, lispendens, charges, acquisitions, requisitions, attachments whatsoever and howsoever.

- 5.2 Save and except the Owners nobody has any right, title and/or interest or claim in respect of the said premises in any manner whatsoever.
- 5.3 There is no legal bar or impediment to develop, deal with the said land or deal with the Developer's allocation in any manner whatsoever.
- 5.4 The Owners are in khas possession of the said premises.
- 5.5 The Owners have a marketable title of the said premises and is otherwise entitled to enter into this agreement with the Developer for development of the said premises.
- 5.6 The said premises is not subject to any acquisition, requisitions whatsoever by statutory authority or by public body.
- 5.7 There is no attachment either under Public Demand Recovery Act or under the Income Tax Act or under Wealth Tax Act or under any other acts or statutes in respect of the said premises.
- 5.8 The Owners have not entered into any agreement for sell, encumbering, dealing with, disposing of, parting with or development of the said premises or any portion thereof in any manner whatsoever.
- 5.9 The Owners will not part with the said premises or any portion thereof in any manner whatsoever.
- 5.10 The said premises is not hit by any road alignment or any acquisition, requisition by any other Authority and the said land is fit for equitable mortgage.
- 5.11 The said premises is not under any charge or attachment for payment of alimony pendentility or maintenance by an order of any court of law.
- 5.12 The said premises is not under either Début tar or private or any Wakf.
- 5.13 All the owners are major and are mentally sound and physically fit to enter into the Development Agreement in respect of the said premises.



ARTICLE - VI  
(OWNERS' RIGHTS AND OBLIGATIONS)

- 6.1 Simultaneously at the time of execution of this Development Agreement cum Power of Attorney the Owners will hand over vacant and peaceful possession of their portion of the said premises to the Developer and simultaneously at the time of taking possession of the alternate accommodation, the Owners No. 1 and 7 will hand over remaining portions in vacant condition to the Developer.
- 6.2 Simultaneously at the time of execution of this Development Agreement cum Power of Attorney the Owners handed over to the Developer all original documents, title deeds and all documents of the said premises which are under the custody and control of the Owners.
- 6.3 Simultaneously at the time of execution of this Development Agreement cum Power of Attorney the Owners have executed and registered and granted Power of Attorney as stated hereunder in favour of the Developer and with the right to delegate for obtaining the plan sanctioned and construction of the building on the said premises as well as to deal with the Developer's allocation.
- 6.4 The Owners will assist the Developer for demolition of the existing building and removing the salvage from the said premises at the costs and expenses of the Developer.
- 6.5 The Owners shall at their own costs and expenses pay and bear all outstanding dues, taxes, impositions upto the date of handing over possession of the said premises from the date of obtaining possession of the Owners' allocation regularly without any abatement, deduction whatsoever.
- 6.6 Immediately from the date of execution and registration of this Development Agreement cum Power of Attorney the Owners shall produce all documents and shall take all steps for mutation of their names in respect of the said premises in the records of the Kolkata Municipal Corporation as well as obtaining plan sanctioned for construction of the building or buildings on the said premises. The Owners shall assist the Developer to pay all arrear tax including interest and penalties and also for mutation of their names in the records of the Kolkata Municipal Corporation and for the aforesaid purposes will sign all papers and documents as may be required for the aforesaid purposes. It is agreed that all the aforesaid expenses will be deducted out of Owners' allocation as mentioned in clause 3.3 (c) above.

- 6.7 It is agreed between the parties that the Power of Attorney mentioned under this agreement shall not be revoked on any ground whatsoever.
- 6.8 The Owners do hereby jointly and severally granted Power of Attorney in favour of the Developer and with the right to delegate mentioned hereunder to take all necessary steps for the purpose of getting the Building or buildings Plans sanctioned /revalidated / modified /altered by the Planning Authorities as well as for construction of the Said Complex in terms of this Development Agreement cum Power of Attorney and shall for enabling the Developer to deal with, sell and transfer the constructed areas of the said Project. The Owners do hereby undertake to keep the Developer indemnified against all the third party's claims with regard to the title in respect of the said land and further undertake not to create any encumbrances on the said land or no any part thereof, save and except the Owners' allocation.
- 6.9 In case there is any disputes between the Owners relating to the affairs of the said premises for which the construction is delayed, provided further, if the construction is delayed the time will be extended automatically till such time as may be required by the Developer to overcome the situation and to completion of construction of the building or buildings.
- 6.10 The Owners do hereby grant exclusive right of development of the said premises unto and in favour of the Developer with the intent and object that the Developer shall have the necessary maps or plans prepared by a duly authorized Architect for being submitted to the Kolkata Municipal Corporation or Appropriate Authority as the case may be or other Authorities concerned for sanction and shall construct, erect and complete the multi-storied building or buildings on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said Authorities or any other authority or authorities concerned or with such modifications as may be decided by the Developer.
- 6.11 The Owners shall execute necessary Deeds of Conveyances in respect of the proportionate share of the land attributable to the Developer's allocation in the proposed building or buildings in favour of the Developer or the nominee or nominees of the Developer.
- 6.12 The Owners and the Developer shall co- operate with each other in every possible manner and the Owners shall sign plan, sign and execute all conveyances, transfers, agreements, authorities, powers, declarations, applications, notices and



other papers and documents as may be required of them by the Developer for fulfillment of the objects and the intentions of this agreement.

- 6.13 The Owners shall cause all necessary parties to join in the deeds of conveyances.
- 6.14 The Owners shall at their own costs and expenses make out the title of the said premises is free from all encumbrances. In the liens, lispens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever then the on shall create their title in lawful manner.
- 6.15 The Owners and the Developer shall take steps for formation of Association for maintenance, management of the building.
- 6.16 The Owners agreed to join as parties in respect of the respective Deeds of Conveyances to be executed in favour of the prospective purchasers of the Developer's allocation in the proposed building or buildings.
- 6.17 The Owners do hereby grant subject to that has been there under provided, exclusive right to the Developer to develop the said premises by way of constructing a building thereon in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation with or without such amendment by the Kolkata Municipal Corporation with or without such amendment and/or modification that may be advised by the Architect/ Engineer and with written consent of Owners.
- 6.18 The Owners do hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, lease out let out or assigning and/or disposing of any of the Developer's allocated portion in the building or buildings at the said premises in favour of the intending buyers of flats/apartments/portions in the said building and also undertake to assist the Developer at the costs and expenses of the Developer to allow the Developer to deal with dispose of the Developer's allocation.
- 6.19 The Owners shall have no right, authority and power to terminate and/or determine this agreement and sale of Developer's share of the said building subject to the terms and conditions mentioned under this Development Agreement cum Power of Attorney.
- 6.20 The Owners will sign all papers and documents as may be required for obtaining plan sanctioned, modification of the plan, construction and development of the

said premises and assist the Developer for construction of the building or buildings in terms of this Development Agreement cum Power of Attorney.

- 6.21 The Owners shall not deal with part with, encumber possession of the original title deed, documents relating to the said premises in any manner whatsoever without the written consent of the Developer.
- 6.22 The registered Power of Attorneys granted by some of the owners in favour of their attorneys shall be valid, binding and subsisting and shall not be revoked.

**ARTICLE - VII**  
**(PROCEDURE)**

**(GENERAL POWER OF ATTORNEY GRANTED BY THE OWNERS IN FAVOUR OF THE DEVELOPER FOR DEVELOPMENT OF THE SAID PREMISES AND FOR OTHER PURPOSES)**

In consideration of the Development Agreement the Owners jointly and severally agreed to execute a Development Power of Attorney in favour of the Developer for the purposes of development of the said property and also for deal with dispose of Developer's allocation to be reserved from them and other steps and works set forth in the Development Agreement, the Owners do jointly and severally hereby nominated, appointed and constituted Attorney viz. **MESSRS OMKAR DEVCON PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas, PAN - AABCO3002G, represented by one of its Directors namely **SRI ARUNAGATA DAS**, son of Sri Dulal Chandra Das, by Religion Hindu, by Nationality Indian, by Occupation Business, having his place of business at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas and residing at FE-423, Second Floor, Sector-III, Salt Lake City, Post Office I.B. Market Bidhannagar, Police Station South Bidhannagar, Kolkata-700 106, District North 24 Parganas, PAN-ADPPD3508E, Aadhaar No. 5215 5995 7755, Mobile No. 9830091872, as ATTORNEY for and on their behalf in their names and do, execute and perform or any of the following acts, deeds and things only in connection with the FIRST



SCHEDULE mentioned property related to proposed building or buildings written hereunder:

1. To apply for and obtain approvals, consents, licenses, clearances permissions, sanctions and no objections which may be required to be obtained from any authority, body or functionary under the applicable laws such as the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Fire Services, Police authorities, planning authorities, the authorities under Pollution Control Board, the authorities under Urban Land (Ceiling & Regulations) Act, 1976, authorities under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act and/or other competent authorities for mutation, amalgamation, separation, correction of records, conversion of nature of the said premises and sanction/renewal/revalidation/ extension of Building Plan for erection construction and completion of New Building (s) at the said premises and for that purpose to sign and execute applications, affidavits, undertakings and other documents as required/necessary from time to time.
2. To apply for sanction/revalidation/renewal/extension of the plan before the concerned authorities including the Kolkata Municipal Corporation for erection and construction of New Building (s) at the said premises and to sign and execute necessary applications, undertakings, affidavits, deeds, documents, maps, sketches, drawings etc. for the aforesaid purpose and to obtain delivery of such plan.
3. To apply for modifications/variations/alterations of the Building Plans from time to time as may be required with written consent by the owners in hard copy or in electronic form of communication.
4. To appear and represent us for payment of all arrear taxes, mutation of our names in the records of the Kolkata Municipal Corporation or any other Authority or Authorities as the case may be and for the aforesaid purposes to sign all papers, declarations, documents, affidavits as and when situation may arise.
5. To appear and represent us before the necessary authorities including Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Fire Services, Police Authorities, planning authorities, the authorities under Pollution Control Board, the authorities under Urban Land (Ceiling & Regulations) Act, 1976, authorities under the West Bengal (Regulation of Promotion of Construction

and Transfer by Promoters) Act and/or other competent authorities for all matters pertaining to the said premises.

6. To pay and deposit necessary fees and charges for obtaining such approvals, consents, permissions, sanctions and no-objections sanction and such modification/variation/alteration of the sanctioned plans and to receive and realize refunds of the excess and surplus of such amounts of fees and charges, if any.
7. To appear on my behalf before the concerned authorities for determination and fixation and/or finalization and/or assessment of the annual valuation of the said premises 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.
8. To appoint Architect (s), Engineer (s), Contractor (s), agents, staff and to have surveyed and soil tested of the said premises and to pay their fees and charges.
9. To apply for obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities for erection construction and completion of New Building (s) at the said premises.
10. To apply for and obtain connections of gas, water, sewerage, drainage, electricity, telephone and other facilities and utilities at the said Properties and to make alterations thereof and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.
11. To pay and deposit all rates, taxes and outgoings including Municipal Taxes, Urban Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the said premises and receive and realize refunds of excess and surplus amounts if any.
12. To accept any service of writ of summons, notices, warrants, subpoenas or other legal process and to appear in any courts, tribunals or authorities and to file, institute, commence, prosecute, enforce, defend, answer, oppose, settle and compromise all actions, suits, cases, appeals, revisional applications, review, trial writ, applications and other legal proceedings and demands touching any of the matters concerning the said premises or any part thereof including relating to acquisition and/or requisition in respect of the said premises or any part thereof and if think fit to compromise settle, abandon, any such action or proceeding as



aforesaid and to adduce and depose evidences before any Court (Civil or Criminal or Revenue), Tribunal, Judicial Forum, Quasi-Judicial forum and to sign, verify and affirm all complaints, petitions, depositions, papers, applications, petitions, written statements, Vakalatnamas or power of attorney, memorandum of appeal and/or other papers and documents to be filed therein or otherwise required in connection therewith.

13. To engage, appoint, terminate and discharge any solicitor, counsel, advocate, Vakil, Pleader, lawyer and pay their fees.
14. To appoint and have surveyed and the soil to be tested, measurement of the said property and to do all correspondence on our behalf and to do all other acts and things as may be required in this regard.
15. To cause to demolish/dismantle the structures at the said premises and remove the salvage, debris and to deal with the same as per the advice of the Developer.
16. To appoint, engage and employ durwans, security men, employees for the safety and security of the said premises and pay their salary, remuneration and charges.
17. In relation to the said registered Development Agreement, to sign and execute necessary Agreement (s), Deed (s), Indentures and all other Document (s) for sale, transfer deal with dispose of the units/saleable spaces attributable to the Developer's Allocation in the proposed building (s) at the said premises in favour of intending purchaser (s), transferee (s) as required/necessary from time to time.
18. To sign and give validity and effectual receipts or discharges for the earnest money/sale proceeds/consideration amount and other extras deposits and charges to be received for sale and transfer of the units/saleable spaces attributable to the Developer's Allocation of the proposed building (s) at the said premises from time to time.
19. In relation to the said registered Development Agreement, the Developer to receive and acknowledge consideration money of the undivided share in the land attributable to and/or relating to the Developer's Allocation in terms of the said Development Agreement without creating any liability upon the owners unit without affecting the lawful rights of the Owners in the premises of the Owners.
20. To receive refund of any excess amount of fees, if any paid for the purpose herein.
21. To pay fees, obtain sanction plans, alteration of plan, submit the title deeds and other documents for such purpose of the project.

22. To enter, hold and possess the said premises and to deal with and administer the project being developed herein and all building and construction to be constructed thereon and every part thereof.
23. To do and perform all acts, deeds, matters and things necessary for all or any of the purpose aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as Grantor could do in person.
24. For all or any of the purposes hereinbefore stated to appear before all authorities having jurisdiction and to sign, execute correspond and submit papers and documents on our behalf.
25. To appear and represent us before any Registrar of Assurances, District Registrar or Sub-Registrar of Assurances or other Officers or Authorities having jurisdiction in that behalf and thereto and present for registration and acknowledge and register pursuant to the provisions and regulations in that behalf for the time being enforced all deeds, instruments and writings executed and signed or made either by us personally or under authority of these presents or which we could present for registration and to admit the execution thereof and do all other acts and things in that behalf as our said Attorney may deem necessary prudent or expedient, with regard to sale and transfer of the units/saleable spaces attributable to the Developer's Allocation in the proposed building (s) at the said premises from time to time as per the said registered Development Agreement
26. AND GENERALLY to act as our said Attorney for development of the said premises pursuant to the said Development Agreement and in relation to sale and transfer of the units/saleable spaces attributable to the Developer's Allocation in the proposed building (s) at the said premises for and on our behalf and to do and execute all instruments, acts, deeds, matters and things as fully and effectually as we could have done if we were personally present and we hereby agree to ratify and confirm whatever our said Attorney shall do or purport to be done by virtue of these presents.

ARTICLE - VIII  
(MISCELLANEOUS)

- 8.1 In the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by both the



Owners and the Developer, the Owners having agreed to grant the exclusive right of development of the said premises to the Developer.

- 8.2 Nothing in this agreement shall constitute a transfer or an agreement to transfer, or an assignment, or demise, by the Owners of the said premises but confers upon the Developer the exclusive and absolute rights of Development in conformity with the Development Agreement.
- 8.3 Starting with the exact date notified by the Developer to the Owners with effect from which they may commence using and/or occupying his flats and other allocated area of the Owners or their nominee or nominees as the case may be will be liable to pay proportionate maintenance charges in respect of the flats and other allocations of the Owners' allocation. Similarly, the Developer or its nominee or nominees shall also be liable to pay the maintenance charges in respect of the Developer's flats and other allocated area of the Developer.
- 8.4 The respective allocations shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any breach.
- 8.5 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequence of any breach.
- 8.6 No goods or other items shall be kept by the respective parties for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 8.7 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- 8.8 Neither of the party shall permit other's agents with or without workmen and others at all responsible times to enter into and upon the each party's allocation and each party thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding cleaning

lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

- 8.9 The Developer is entering into this Development Agreement being prima-facie satisfied with regard to the title on the basis of the representations made by the Owners in respect of the said premises. The Developer however, reserves his rights to cause necessary searches with regard to the marketability of the title of the Owners in respect of the said premises which is to be completed within a period of 90 (ninety) days from the date of execution of this Development Agreement.
- 8.10 The name of the building will be decided by the Owners and the Developer jointly within six months from the date of execution of this Development Agreement or within such time as may be agreed between the parties.
- 8.11 Similar nature of deeds of conveyances will be executed in favour of all the parties.
- 8.12 Mr. D. Mitra, Solicitor & Advocate of No. 10, Old Post Office Street, Room No. 29, First Floor, Kolkata-700 001 will prepare the deeds of conveyances and all other documents as may be required and all costs, charges including his legal fees will be paid by the Developer only in respect of Developers allocation.
- 8.13 The certificate of the Architect to be appointed by the Developer as to the completion of the building and quality shall be final and binding upon the parties.
- 8.14 Both the Developer and the Owners shall enjoy their respective allocations/ portions in the said building under their respective allocations/portions in the said building under their occupation forever with absolute right of alienation transfer, gift, deal with, dispose of any manner whatsoever and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.
- 8.15 The Owners' allocations in the proposed building or buildings shall be subject to the same restrictions and use as is applicable to the Developer's allocations in the building or buildings intended for common benefits of all occupiers of the building as mentioned under this Development Agreement.