

666/2023

I-677/2023



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

M 650445

Certified that the document is admissible to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Adl. District S. S-Registrar
Bahala, South 24 Parganas

20 JAN 2023

DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT POWER OF ATTORNEY is made on this 19th day of January, 2023 (Two Thousand Twenty Three)

BETWEEN

S. NO: 2000061431/2023
9 A-M
22/1

Major Information of the Deed

Deed No :	I-1607-00677/2023	Date of Registration	20/01/2023
Query No / Year	1607-2000061431/2023	Office where deed is registered	
Query Date	08/01/2023 7:16:36 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	MITHUN DAS ALIPORE JUDGES COURT,Thana : Alipore, District : South24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830189873, Status :Advocate		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1,01,000/-	Rs. 23,78,998/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,070/- (Article:48(g))	Rs. 28/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dakshin Para Road, Road Zone : (Premises NOT located on D H Road (Ward 125) --) , , Premises No: 131C, , Ward No: 125 Pin Code : 700063

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		3 Katha 4 Chatak 12 Sq Ft	1,00,000/-	23,51,998/-	Width of Approach Road: 12 Ft.,
Grand Total :					5.39Dec	1,00,000 /-	23,51,998 /-	

Structure Details :

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

Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DEBABRATA PATHAK Son of ROHIT PATHAK 278, VIDYA SAGAR SARANI, Flat No: 1, City:- , P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AKxxxxxx9K, Aadhaar No: 66xxxxxxxx0462, Status :Individual, Executed by: Self, Date of Execution: 20/01/2023 . Admitted by: Self, Date of Admission: 20/01/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 20/01/2023 , Admitted by: Self, Date of Admission: 20/01/2023 ,Place : Pvt. Residence



Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ROYAL ESTATE 28/A, PALLY MANGAL COLONY, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063 , PAN No.:: ABxxxxxx2Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ILA DAS (Presentant) Wife of Late PANKAJ KUMAR DAS 28/4, PALLY MANGAL COLONY, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Bxxxxxx7C, Aadhaar No: 34xxxxxxxx5379 Status : Representative, Representative of : ROYAL ESTATE (as PROPRIETOR)
2	RUPSA DAS Wife of SANJOY DAS 23/1, DIAMOND HARBOUR ROAD, City:- , P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BHxxxxxx5H, Aadhaar No: 68xxxxxxxx4376 Status : Representative, Representative of : ROYAL ESTATE (as PROPRIETOR)
3	BULBUL KHASKEL Wife of SUSANTA KHASKEL E/26/2, PALLY MANGAL COLONY, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BQxxxxxx0K, Aadhaar No: 71xxxxxxxx0358 Status : Representative, Representative of : ROYAL ESTATE (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
JAYOTI PODDER Daughter of Late ARUP KUMAR PODDER ALIOPRE JUDGES COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
Identifier Of DEBABRATA PATHAK, ILA DAS, RUPSA DAS, BULBUL KHASKEL			

Endorsement For Deed Number : I - 160700677 / 2023

11-01-2023

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 23,78,998/-

S. Das

Sourav Chakrobarty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 20-01-2023

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

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

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

Presented for registration at 09:00 hrs on 20-01-2023, at the Private residence by ILA DAS ,

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

Execution is admitted on 20/01/2023 by DEBABRATA PATHAK, Son of ROHIT PATHAK, 278, VIDYA SAGAR SARANI Flat No: 1, P.O: BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service

Identified by JAYOTI PODDER, , , Daughter of Late ARUP KUMAR PODDER, ALIOPRE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 20-01-2023 by ILA DAS, PROPRIETOR, ROYAL ESTATE (Partnership Firm), 28/A, PALLY MANGAL COLONY, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India PIN:- 700063

Identified by JAYOTI PODDER, , , Daughter of Late ARUP KUMAR PODDER, ALIOPRE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 20-01-2023 by RUPSA DAS, PROPRIETOR, ROYAL ESTATE (Partnership Firm), 28/A, PALLY MANGAL COLONY, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063

Identified by JAYOTI PODDER, , , Daughter of Late ARUP KUMAR PODDER, ALIOPRE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 20-01-2023 by BULBUL KHASKEL, PARTNER, ROYAL ESTATE (Partnership Firm), 28/A, PALLY MANGAL COLONY, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063

Identified by JAYOTI PODDER, , , Daughter of Late ARUP KUMAR PODDER, ALIOPRE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 28.00/- (E = Rs 28.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/01/2023 7:45AM with Govt. Ref. No: 192022230259520558 on 19-01-2023, Amount Rs: 28/-, Bank: SBI EPay (SblePay), Ref. No. 6267262078839 on 19-01-2023, Head of Account 0030-03-104-001-16

Rate of Stamp Duty

For the relevant Stamp Duty payable for this document is Rs. 5,375/- and Stamp Duty paid by Stamp Rs. 500/-
Total - Rs. 5,875/-

Particulars of Stamp

Stamp Duty (Registered) Stamp No. 100/10000, Amount Rs. 500/-, Date of Purchase 10/11/2023, Vendor Name
Smt. Smt. Smt.

Commission of Stamp Payment using Government Stamp Paper System (GSPS), Finance Department, Govt. of MP
Stamp No. 100/10000, 500/-, Date of Issue 10/11/2023, Amount Rs. 5,375/-, Stamp
No. 100/10000, 500/-, Date of Issue 10/11/2023, Stamp No. 100/10000, 500/-, Date of Issue 10/11/2023

Smt.

Stamp Duty
Stamp No. 100/10000, 500/-, Date of Issue 10/11/2023, Amount Rs. 5,375/-, Stamp
No. 100/10000, 500/-, Date of Issue 10/11/2023, Stamp No. 100/10000, 500/-, Date of Issue 10/11/2023



State of Registration under section 60 and Rule 69.
Registered in Book - I
Deed number 1607-2023, Page from 31364 to 31416
Deed No 160700677 for the year 2023.



S. Sourav

Digitally signed by SOURAV
CHAKRABORTY
Date: 2023.01.30 18:17:11 +05:30
Reason: Digital Signing of Deed.

(Sourav Chakrobarty) 2023/01/30 06:17:11 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

SRI DEBABRATA PATHAK, PAN - AKOPP3959K, AADHAAR NO. -6684 5429 0462, son of Sri Rohit Pathak, by faith - Hindu, by nationality - Indian, by occupation - Service, residing at - 278, Vidya Sagar Sarani, Flat No. -1, Post Office - Barisha, Police Station - Haridevpur, Kolkata - 700 008, District - South 24 Parganas, hereinafter referred to and called as the **"OWNER"** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, legal representatives, administrators and assigns) of the **ONE PART.**

AND

"ROYAL ESTATE", PAN - ABEFR6832Q, a Partnership Firm, having its registered office at - 28/A, Pally Mangal Colony, Post Office and Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, being represented by its Partners **(1) SMT. ILA DAS, PAN - BIIPD7137C, AADHAAR NO. -3434 3882 5379**, wife of Late Pankaj Kumar Das, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at - 28/A, Pally Mangal Colony, Post Office and Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, **(2) SMT. RUPSA DAS, PAN - BHSPD8365H, AADHAAR NO. -6875 3029 4376**, wife of Sri Sanjoy Das, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at - 23/1, Diamond Harbour Road, Post Office - Barisha, Police Station - Thakurpukur, Kolkata - 700 008, District - South 24 Parganas, **AND (3) SMT. BULBUL KHASKEL, PAN - BQFPK6360K, AADHAAR NO. -7121 9119 0358**, wife of Sri Susanta Khaskel, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at - E/26/2, Pally Mangal Colony, Post Office & Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, hereinafter jointly and severally

referred to and called as the "DEVELOPER" (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, legal representatives and assigns) of the **OTHER PART**.

WHEREAS Sukumar Bandyopadhyay and Sasti Charan Bandyopadhyay were the absolute joint Owners by way of inheritance from their predecessor-in-interest in respect of **ALL THAT** piece and parcel of landed properties measuring more or less 1.41 Sataks situated and lying at Mouza - Paschim Barisha, J.L. No. -19, R.S. No. -43, Pargana - Khaspur, Touzi No. -1- 6, 8-10, 12-16, under Khatian Nos. - 1618 & 1619, appertaining to Dag No. -3263, within the limits of the then South Sub-urban Municipality, Police Station - previously Behala at present Thakurpukur, A.D.S.R. Office - Behala, D.S.R. Office - Alipore, District - South 24 Parganas and while thus seized and possessed of the same said Sukumar Bandyopadhyay and Sasti Charan Bandyopadhyay jointly by a registered Deed of Kobala dated 01/02/1950 sold, transferred and conveyed an area measuring more or less 33 Sataks out of their aforesaid entire property together with the right of user of the common passages in and around the said property unto and in favour of one Gouri Bala Mondal, for the valuable consideration as mentioned therein and delivered peaceful vacant possession of the same.

The said Deed of Kobala was duly registered in the office of the S.R. Behala and recorded in Book No. - 1, Volume No. -4, Pages 79 to 82 being Deed No. -56 for the year 1950.

AND WHEREAS thus by virtue of the aforesaid purchase Deed said Gouri Bala Mondal became the absolute Owner of **ALL THAT** piece and parcel of 33 Sataks of landed property situated and lying at Mouza - Paschim Barisha, J.L. No. - 19, R.S. No. -43, Pargana - Khaspur, Touzi No. -1- 6, 8-10, 12-16, under Khatian Nos. -1618 & 1619, appertaining to Dag No. -3263, within the limits of the then South Sub-urban Municipality, Police Station - previously Behala, District - South 24 Parganas and while in enjoyment and occupation of the same executed and registered a Deed of Settlement on 17/7/1986 wherein said Gouri Bala Mondal settled an area measuring more or less 5 (Five) Cottahs 14 (Fourteen) Chittaks 01 (One) Square Feet out of her aforesaid entire property unto and in favour of one Sumitra Mondal and the said Deed of Settlement was duly registered in the office of the D.S.R. Alipore.

AND WHEREAS while in enjoyment and possession of the remaining property said Gouri Bala Mondal executed and registered another Deed of Settlement on 14/8/1986 wherein said Gouri Bala Mondal settled an area measuring more or less 07 (Seven) Cottahs 02 (Two) Chittaks 44 (Forty Four) Square Feet out of her aforesaid remaining landed property unto and in favour of "God Radha Gobinda Jew" and the said Deed of Settlement was duly registered in the office of the D.S.R Alipore, vide Deed No. -14913 for the year 1986.

AND WHEREAS by the strength of the aforesaid two Settlement Deeds said Gouri Bala Mondal settled an area measuring more or less 13 (Thirteen) Cottahs 01 (One) Chittak of landed property and retained an area measuring more or less 06 (Six) Cottahs 14 (Fourteen) Chittaks of bagan land and while thus seized and

possessed of the same said Gouri Bala Mondal out of natural love and affection gifted away her aforesaid landed property measuring more or less 06 (Six) Cottahs 14 (Fourteen) Chittaks unto and in favour of her grandson Sri Sumit Mandal, by a registered Deed of Gift dated 05/02/1992 which was duly registered in the office of the D.R. Alipore and recorded in Book No. -I, Volume No. -42, Pages 112 to 117, being Deed No. -1818 for the year 1992.

AND WHEREAS thus by virtue of the aforesaid Deed of Gift said Sri Sumit Mandal became the absolute Owner of **ALL THAT** piece and parcel of landed property measuring more or less 06 (Six) Cottahs 14 (Fourteen) Chittaks situated and lying at Mouza - Paschim Barisha, J.L. No. -19, R.S. No. -43, Pargana - Khaspur, Touzi No. -1- 6, 8-10, 12-16, under Khatian Nos. - 1618 & 1619, appertaining to Dag No. -3263, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Police Station - previously Behala at present Thakurpukur, District - South 24 Parganas, and while thus seized and possessed of the same duly mutated his name before the Kolkata Municipal Corporation and the said property was numbered as Premises No. - 131, Dakshin Para Road, Kolkata - 700 063, under Ward No. -125, and while in enjoyment, possession and occupation of the aforesaid property some portion of land had been used up for laying out the adjacent road and thereafter said Sri Sumit Mandal was in absolute enjoyment and possession of a demarcated landed area measuring more or less 06 (Six) Cottahs 08 (Eight) Chittaks 24 (Twenty Four) Square Feet of landed property without any interruption, objection and/or obstruction in any manner whatsoever by doing all acts of ownership and paying taxes to the concerned authority.

AND WHEREAS while thus seized and possessed of the aforesaid property as an absolute Owner said Sri Sumit Mandal by a registered Deed of Conveyance dated 14/01/2011 sold, transferred and conveyed a demarcated area on the Western side measuring more or less 3 (Three) Cottahs 4 (Four) Chittaks 12 (Twelve) Square Feet of landed property out of his aforesaid entire property measuring more or less 6 (Six) Cottahs 8 (Eight) Chittaks 24 (Twenty Four) Square Feet together with the right of user of the paths and passages in and around the said property situated and lying at part of Premises No. - 131, Dakshin Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas, unto and in favour of Sri Debabrata Pathak, for the valuable consideration as mentioned therein.

The said Deed was duly registered in the office of A.D.S.R. Behala and recorded in Book No. -I, CD Volume No. -1, Pages from 5865 to 5883, being Deed No. -00295 for the year 2011.

AND WHEREAS in the manner as stated herein above said Sri Debabrata Pathak, the present Party of the One Part herein became the absolute Owner of **ALL THAT** piece and parcel of demarcated bastu land measuring more or less 03 (Three) Cottahs 04 (Four) Chittaks 12 (Twelve) Square Feet together with a R.T. Shed structure measuring more or less 100 Square Feet standing thereon situated and lying at part of Premises No. - 131, Dakshin Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas, and while thus seized and possessed of the same duly mutated his name before the Kolkata Municipal Corporation and the said property had been re-numbered as Premises No. -131C, Dakshin Para Road, and also mutated his name in the office of the B.L. & L.R.O. and his name has been finally recorded under L.R. Khatian No. -

10554, appertaining to R.S. & L.R. Dag No. -3263, J.L. No. -119, in respect of the aforesaid property which is more fully and particularly described in the SCHEDULE "A" hereunder written and hereinafter referred to as the "THE SAID PREMISES" and since then was/is in absolute enjoyment, possession and occupation of the same without any interruption, obstruction and/or objection in any manner whatsoever by doing all acts of ownership and paying taxes to the concerned authority being free from all sorts of encumbrances, attachments, mortgages, liabilities, liens, property charges, lispendences of whatsoever nature with free and marketable title to transfer the same by any way to anybody.

AND WHEREAS while in enjoyment of the SCHEDULE "A" property the present Party of the One Part herein intended to develop the same by raising a multi-storied building thereupon but due to paucity of fund, were looking for a prospective and efficient Developer having enough knowledge about construction and financially steady for the said constructional work.

AND WHEREAS coming to know such intention of the Party of the One Part herein, the Party of the Other Part herein approached the Owner to allow them to construct a multi-storied building over and upon the SCHEDULE "A" property after developing the same at their own costs and expenses and by taking all responsibilities for constructing the said multi-storied building upon the said property for and on behalf of the Owner.

AND WHEREAS after several discussions held between the Parties herein and ultimately the Owner herein being satisfied regarding the credential of the

Developer, have agreed to develop his **SCHEDULE "A"** property through the Developer herein being contented about the offer made by the Developer have entrusted it to construct the said proposed multi-storied building over and upon the said **SCHEDULE "A"** property and accordingly both the Parties herein have agreed to enter into this Development Agreement along with Development Power of Attorney to avoid all future complications, under the terms and conditions as set forth hereunder below.

AND WHEREAS before execution of this Development Agreement along with Development Power of Attorney the Owner has represented and assured the Developer as follows:

- i) That the said **SCHEDULE "A"** property is free from all encumbrances, property charges, liens, attachments, mortgages, lispendences whatsoever or howsoever and that the same is fully occupied and enjoyed by the Owner herein being Premises No. -131C, Dakshin Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District -South 24 Parganas.
- ii) That excepting the present Owner no one else has any right title interest, claim, demand whatsoever or howsoever into or upon the said **SCHEDULE "A"** property.
- iii) The Owner declares that he has not entered into any kind of Agreement or Development Agreement with any third party or took any advance money for

the same in connection with the **SCHEDULE "A"** property prior to the execution and registration of this instant Development Agreement.

iv) That there is no notice of acquisition or requisition received or pending in respect of the said Premises No. -131C, Dakshin Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas, or any portion thereof.

v) That the Owner has declared to the Developer that they have a good and marketable title in respect of the said **SCHEDULE "A"** property without any claim, right title interest of any person thereof or therein and the Owner has absolute right to enter into this Development Agreement with the Developer and the Owner hereby undertake to indemnify and keep the Developer indemnified against any or all third party claims, actions and demands whatsoever with regards to the title and ownership of the Owner.

vi) The Developer has caused necessary searches and inspection of the said **SCHEDULE "A"** property for investigation of title of the Owner and inspected all its related documents and on being satisfied the Developer has agreed to develop the said **SCHEDULE "A"** property on the terms and conditions as contained hereinafter appearing:

NOW THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT POWER OF ATTORNEY WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

Unless in these presents it is repugnant to the subject or context: -

ARTICLE - "I"**(DEFINITIONS)****1. OWNER:**

SHALL MEAN SRI DEBABRATA PATHAK, son of Sri Rohit Pathak, by faith - Hindu, by nationality - Indian, by occupation - Service, residing at - 278, Vidya Sagar Sarani, Flat No. -1, Police Station - Thakurpukur, Kolkata - 700 008, District - South 24 Parganas, and his heirs, executors, administrators, legal representatives and/or assigns.

2. DEVELOPER:

SHALL MEAN "ROYAL ESTATE", a Partnership Firm, having its registered office at - 28/A, Pally Mangal Colony, Post Office and Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, being represented by its Partners **(1) SMT. ILA DAS**, wife of Late Pankaj Kumar Das, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at - 28/A, Pally Mangal Colony, Post Office and Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, **(2) SMT. RUPSA DAS**, wife of Sri Sanjoy Das, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at - 23/1, Diamond Harbour Road, Post Office - Barisha, Police Station - Thakurpukur, Kolkata - 700 008, District - South 24 Parganas, AND **(3) SMT. BULBUL KHASKEL**, wife of Sri Susanta Khaskel, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at - E/26/2, Pally Mangal Colony, Post Office & Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, and its successors-in-office, legal representatives and assigns.

3. **PROPERTY:**

SHALL MEAN Premises No. -131C, Dakshin Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas, more fully and particularly described in the **SCHEDULE "A"** hereunder written.

4. **BUILDING:**

SHALL MEAN structure or super structures intended to be constructed on the said property and shall mean all meter room, pump room, open/covered spaces intended for the enjoyment of the occupants of the said building including all its easements appurtenances and appendages.

5. **BUILDING PLAN:**

SHALL MEAN the Plan which shall be prepared by the Developer in the name of the Owner and duly signed by the Owner and sanction to be obtained from the Kolkata Municipal Corporation (S.S. Unit) and shall include any alteration, modification, revise in accordance with the Building Rules of the Kolkata Municipal Corporation.

6. **COMMON FACILITIES:**

SHALL MEAN all passages, ways, stair-ways, corridors, lobbies, shafts, rainwater pipes, sewerage and drainage pipe lines, underground sewerage, fittings & fixtures, manhole, pits, galleries, roof, water connection and pipe lines, overhead and underground reservoirs, motor pumps, fence and boundary wall, courtyard, C.E.S.C. supply line, electric connection and electrical supply to common areas and fittings, fixtures, boundary wall, garbage, vat, common driveways and other facilities whatsoever required for the establishment of location, enjoyment,

provisions, maintenance and management of affairs of the said proposed multi-storied building to be constructed upon the said **SCHEDULE "A"** property.

7. **AREA:**

SHALL MEAN and include the built-up constructed area in the said property.

8. **THE SUPER COVERED AREA OR SUPER COVERED AREA OF AN UNIT:**

SHALL MEAN covered area of the unit together with its proportionate share of the staircase landings and passages with proportionate share in the common facilities and advantages as well as undivided proportionate share or interest in the land underneath the structure.

9. **OWNER'S ALLOCATION:**

SHALL MEAN 3 (Three) Flats i.e. 1 (One) 2BHK Flat on the Ground Floor, Southern side, 1 (One) 2BHK Flat on the First Floor, South-West side, and another 1 (One) 1BHK Flat on the Second Floor, North-West side, along with 32% of the 1BHK Flat on the First Floor, North-West side, of the said multi-storied building together with the undivided proportionate share of land underneath the structure including the right of user of all common areas, passages in and around the said property, boundary wall, lobbies, staircases, staircase landings, ultimate roof and other common facilities, amenities and advantages attached to the said **SCHEDULE "A"** property along with a non-fundable sum of Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand) only which the Developer shall pay to the Owner at the time of handing over possession of the Owner's Allocation in the newly built multi-storied building in lieu of his share in the said **SCHEDULE "A"** property. The Owner's Allocation is more fully and particularly described in **SCHEDULE "B"** hereunder written.

10. DEVELOPER'S ALLOCATION:

SHALL MEAN and include except the Owner's Allocation, all Flats, Car Parking Space/s both open and covered and other saleable space/s if any in the said proposed multi-storied building to be constructed as per the sanctioned building Plan including the right of user of all the common spaces and all other common facilities, amenities and advantages including undivided proportionate share on the land underneath the structure together with absolute right on the part of the Developer to enter into Agreement for Sale, Deed of Conveyance/s and/or transfer, Lease or in any way deal with the same as the absolute Owner thereof in the manner hereinafter provided. The Developer's Allocation is more fully and particularly described in **SCHEDULE "C"** hereunder written.

11. ARCHITECT:

SHALL MEAN such person/s confirming all municipal statutory provisions, rules, regulations who shall be appointed by the Developer for designing and planning of the said multi-storied building and also includes supervision during construction of the said building, if so appointed by the Developer.

12. TRANSFeree:

SHALL MEAN a person, Firm, Limited Company, Association of persons to whom any space in the said proposed multi-storied building has been transferred.

13. TIME:

SHALL MEAN the Developer shall complete the construction of the proposed multi-storied building within 24 (Twenty Four) months from the date of obtaining the sanctioned building Plan from the Kolkata Municipal Corporation or from the date of getting peaceful vacant possession of the said **SCHEDULE "A"** property by the Owner in favour of the Developer, whichever is later.

14. ADVOCATE:

SHALL MEAN the Advocate to be appointed by the Developer.

15. Words importing singular shall include plural and vice-versa.

ARTICLE "II"

(OWNER'S TITLE AND DECLARATION)

1. The Owner hereby declares that he has good and absolute right, title and interest in the said **SCHEDULE "A"** property without any claim or any right, title or interest of any other person/s claiming through or under him.
2. The Owner hereby undertakes and assures that the Developer shall be entitled to construct and complete the proposed multi-storied building over and upon the **SCHEDULE "A"** property as agreed between the Parties hereto and to retain and deal with the Developer's Allocation therein without any interference, objection and/or obstruction from the Owner or any of his legal heirs or any other person/s claiming through and under him or in trust for him.

ARTICLE "III"

(ALLOCATION OF SHARE IN THE CONSTRUCTED BUILDING)

The Owner hereby declare that out of the entire proposed multi-storied building to be constructed as per the sanctioned building Plan he shall be entitled to as more fully and particularly described in the **SCHEDULE "B"** hereunder written including the right of user of all common areas, facilities, ultimate roof, staircases and

staircase landings together with undivided proportionate right upon the land underneath.

ARTICLE "IV"

(EXPLOITATION AND DEVELOPMENT RIGHTS)

The Owner hereby grant exclusive right to the Developer to accept the said **SCHEDULE "A"** property for construction of the proposed multi-storied building thereon and the Developer shall be entitled to enter into any sub-contract or agreements with any person/company or concern without encumbering the said property in any manner whatsoever.

ARTICLE "V"

(DEVELOPER'S RIGHT)

1. The Owner hereby grant right to the Developer to construct, erect and built the said multi-storied building upon the said **SCHEDULE "A"** property in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation (S.S. Unit) with any amendments and/or modifications thereto.
2. All applications/plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction or modification or alteration of the sanctioned building Plan from the appropriate authorities shall be prepared by the Developer at its own costs and expenses and the Developer shall pay and bear all fees including Architect fees/charges and expenses required to be

paid or deposited for sanctioning the building Plan of the said premises, provided however that the Developer shall be exclusively entitled to all refunds of any or all payments and/or deposit made by the Developer.

3. Nothing in these presents shall be construed as an assignment of conveyance in law by the Owner of the said premises or any part thereof to the Developer as creating any right, title or interest in respect thereof other than any right, title or interest to commercially exploit the same in terms hereof and to deal with the Developer's Allocation in the newly built multi-storied building in the manner hereinafter stated.

ARTICLE "VI"

(CONSIDERATION)

1. In consideration of the Owner having agreed to permit the Developer to commercially develop the said **SCHEDULE "A"** property by constructing and erecting a multi-storied building thereon in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation and the Developer has agreed to allocate the Owner's Allocation together with undivided proportionate share in the land underneath and the common parts and facilities as will appear in **SCHEDULE "B"** hereunder written and hereinafter called as the **"OWNER'S ALLOCATION"**.
2. The Owner's Allocation shall be constructed, erected and completed with durable and standard materials and shall contain all other amenities which are more fully be fitting with the standard height and area of the building and suitable for

residential purpose usually provided for normal residential building of the same standard.

3. The Owner shall not be liable to pay or contribute nor shall the Developer be entitled to call upon the Owner to pay and contribute any amount in the construction up to the completion of the said proposed multi-storied building and/or in the Owner's Allocation.

ARTICLE "VII"

(PROCEDURE)

1. The Owner by this presents grant to the Developer or its nominee/s a Development Power of Attorney for the purpose of obtaining all necessary permissions and approvals from different authorities in connection with construction of the said multi-storied building, electricity connection and also for pursuing and to sign documents, affidavit etc. and following up the matter with the Kolkata Municipal Corporation, C.E.S.C. and other authorities for the purpose of amendment or alteration or modification of the said sanctioned building plan.
2. The Owner may sell and transfer the undivided proportionate share in the land comprised in the portion of the said premises after retaining for themselves undivided proportionate share in the land attributable to the said Owner's Allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall require and for the purpose of sale and transfer of the same all costs, charges and expenses incurred in construction and completion of the Owner's Allocation stated in **SCHEDULE "B"** appended hereto shall be the total consideration and the said total consideration amount shall be apportioned amongst the various Flat Owners in whose favour the Developer shall sell and

transfer the undivided proportionate share in the land comprised in the said premise.

3. The Developer shall be as Constituted Attorney of the Owner herein entitled to execute the Agreement for Sale/s, Deed of Conveyance/s or transfer for and sign on behalf of the Owner in respect of the Developer's Allocation to any intending buyer/s at its own choice and discretion.

ARTICLE "VIII"

(DEVELOPMENT POWER OF ATTORNEY)

I, SRI DEBABRATA PATHAK, son of Sri Rohit Pathak, by faith - Hindu, by nationality - Indian, by occupation - Service, residing at - 278, Vidya Sagar Sarani, Flat No. -1, Police Station - Thakurpukur, Kolkata - 700 008, District - South 24 Parganas, the Owner herein do hereby nominate, constitute and appoint "**ROYAL ESTATE**", a Partnership Firm, having its registered office at - 28/A, Pally Mangal Colony, Post Office and Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, being represented by its Partners **(1) SMT. ILA DAS**, wife of Late Pankaj Kumar Das, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at - 28/A, Pally Mangal Colony, Post Office and Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, **(2) SMT. RUPSA DAS**, wife of Sri Sanjoy Das, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at - 23/1, Diamond Harbour Road, Post Office - Barisha, Police Station - Thakurpukur, Kolkata - 700 008, District - South 24 Parganas, **AND (3) SMT. BULBUL KHASKEL**, wife of Sri Susanta Khaskel, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at - E/26/2, Pally Mangal Colony, Post Office & Police Station - Thakurpukur, Kolkata - 700 063, District -

South 24 Parganas, as my true and lawful Attorney in my name and on my behalf to do and execute and perform or caused to be done and executed and performed all the following acts, deeds and things as mentioned herein below:-

1. To develop my said **SCHEDULE "A"** property and to construct a multi-storied building over and upon the said property in accordance with the building Plan to be sanctioned by the Kolkata Municipal Corporation (S.S. Unit).
2. To make, sign, execute, file do perform and/or get acts, deeds, documents, register applications, papers, petitions, proceedings and building sanction plan whatsoever in respect of my said **SCHEDULE "A"** property.
3. To apply for and to sign the building plan and to obtain the sanctioned building Plan from the Kolkata Municipal Corporation (S.S. Unit), if so required for construction of the said multi-storied building and/or as may be sanctioned by the Kolkata Municipal Corporation for me and on my behalf.
4. After obtaining the sanctioned building Plan from the Kolkata Municipal Corporation (S.S. Unit) to construct the said multi-storied building upon the said **SCHEDULE "A"** property in accordance with the sanctioned building Plan and for the purpose of the said construction to engage masons and labours, engineers, supervisors, surveyors and to purchase necessary building materials for the said construction on my behalf.
5. To appear for me and on my behalf before the Kolkata Municipal Corporation, C.E.S.C. Limited and all other local and/or statutory authorities and all

Government or Semi Government Offices and to apply for, sign and obtaining sanctioned permit, license, water supply, drainage, electric supply and all services etc. as may be required for the construction of the said multi-storied building upon the said **SCHEDULE "A"** property.

6. To deposit all fees, charges, money before the concerned authorities in my name and on my behalf for obtaining the sanction building plan from the Kolkata Municipal Corporation and to receive sanctioned building Plan for me and on my behalf from the Kolkata Municipal Corporation.
7. For or in connection with the said **SCHEDULE "A"** property or for the purpose as mentioned herein above to sign the building plan, file, submit and execute papers, deeds, plan, applications, drawings, returns, clearance, documents, suits, petitions, revisions, appeals, declarations, affidavits before the Kolkata Municipal Corporation, Income Tax Office, Urban Land Ceiling whatsoever as may be required in respect of the said property for the purpose of corporation works, which I could do as fully and effectually, if personally present.
8. To issue forms, brochures, designs, plan and booklets and to invite intending buyer/s in respect of the Developer's Allocation to any intending buyer/s at such prices as my said Attorney in their absolute discretion, thinks fit and proper and to agree upon and to enter into Agreement/s for Sale and/or to repudiate the same.
9. To sign and execute any Agreement/s for Sale, Deed of Conveyance/s in respect of the Developer's Allocation together with the undivided proportionate share

of land underneath and the common user of the common areas and facilities attached in the said building according to the terms and conditions contained in the said Development Agreement regarding flat/s, car parking space/s both covered and open to be constructed, in favour of any person, association of persons, company both private limited and public limited and to any other business and partnership firm and to receive from them any earnest money in the name of their Partnership Firm and to give or issue valid receipts for the same.

10. In case of sale, to execute, sign proper Agreement/s for Sale, Deed of Conveyance/s for the different saleable flat/s, car parking space/s and other saleable portions in favour of the intending buyer/s and to give possession of the said flat/s, car parking space/s and other saleable portions and to present before the Registrar of Assurances, Additional District Sub-Registrar and District Sub-Registrar, all Deed of Conveyance/s, Agreement/s for Sale for registration in my name and on my behalf and to receive consideration money either in cash, cheques or drafts from the intending buyer/s in the name of the Partnership Firm and to credit the said amounts in the Firm's account and to give valid receipts and discharge the same only for the Developer's Allocation as mentioned in this Development Agreement along with Development Power of Attorney.

11. This Development Agreement along with Development Power of Attorney shall remain valid and operative till the completion of the construction of the said multi-storied building upon the said **SCHEDULE "A"** property at the said premises till completion of registration of the Deed of Conveyance/s in favour of

the intending buyer/s strictly of the Developer's Allocation as more fully and particularly mentioned in **SCHEDULE "C"** hereunder written.

12. To do all other acts, deeds and things which my said Attorneys may deem fit and proper for the management, control and supervision of my said **SCHEDULE "A"** property as effectively as we could have done jointly or severally, if personally present to do.

13. To apply for and obtain temporary and permanent connection from the Kolkata Municipal Corporation for water supply, electricity, drainage, sewerage, gas and/or power in respect of the said multi-storied building required for the construction, use and enjoyment of the said building and to sign all such applications, forms and documents as shall be required for the said development project at Premises No. -131C, Dakshin Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas.

14. To supervise, manage and conduct all sorts of administration in respect of the **SCHEDULE "A"** property and to handle all sorts of official matters, letters arisen in course of concerned matters with my said **SCHEDULE "A"** property.

AND we do hereby agree to ratify and confirm all or whatsoever other acts, deeds and things which my said Attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the construction of the said multi-storied building, sale and any other necessary matters in respect of the Developer's Allocation as aforesaid regarding construction work

of the proposed multi-storied building at Premises No. -131C, Dakshin Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas, and also in connection with the sale of the Developer's Allocation only except the Owner's Allocation in terms of and by virtue of this Development Agreement along with DEVELOPMENT POWER OF ATTORNEY.

ARTICLE "IX"

(POSSESSION AND CONSTRUCTION)

1. It has agreed by and between the Owner and the Developer that the Developer shall construct, erect and complete the said multi-storied building in the said premises in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.
2. The Owner shall on the date of execution and registration of the Development Agreement along with Development Power of Attorney, hand over and deliver peaceful vacant khas possession of the said **SCHEDULE "A"** property in their physical possession in favour of the Developer herein, without any delay or default.
3. The Developer shall be entitled to commence construction of the proposed multi-storied building as per the building Plan to be sanctioned by the Kolkata Municipal Corporation.

4. Subject to the Owner performing his part of obligations herein contained and performing and observing all other terms and conditions as are contained herein and on the part of the Owner to be observed and performed, the Developer shall complete the entire proposed multi-storied building after sanctioned building Plan is available from the concerned authority or unless prevented by circumstances beyond its control or for any vis-majeure.

ARTICLE "X"

(BUILDING)

1. The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas etc. in the said new multi-storied building and other inputs and facilities required for the construction or enjoyment of the said multi-storied building for which purpose the Owner by this instant present have executed a Development Power of Attorney in favour of the Developer herein to do all acts and deeds as mentioned herein in the Development Power of Attorney attached with this Development Agreement along with Development Power of Attorney.
2. The Developer shall at its own costs and expenses construct and complete the said proposed multi-storied building in accordance with the sanctioned building Plan and/or amendment thereto or modifications.

ARTICLE - "XI"**(DEVELOPER'S ALLOCATION)**

1. Excepting Owner's Allocation in the said proposed multi-storied building as per the sanctioned building Plan together with common areas and undivided proportionate share of the land underneath, rest of the areas together with undivided proportionate share of land as well as common areas and facilities including all other rights and/or common rights are the Developer's Allocation.
2. The Developer shall be exclusively entitled to the Developer's Allocation in the said multi-storied building with exclusive right to transfer or otherwise deal with or dispose of the same without any right or claim therein made by the Owner.

ARTICLE "XII"**(COMMON FACILITIES)**

1. As soon as the new proposed multi-storied building at the said premises is completed and made fully and completely habitable for residential purpose the Developer shall give written notice to the Owner requiring him to take over the Owner's Allocation in the said new multi-storied building, then after 15 (Fifteen) days from the date of service of such notice and at all times thereafter the Owner shall be exclusively liable for payment of all municipal and property taxes, rates, duties and other out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as the "SAID RATES") payable in respect of Owner's Allocation and the said rates to be apportioned in pro-rata with reference to the saleable space/s in the Developer's Allocation.

2. The Owner and the Developer or any person claiming through them shall punctually and regularly pay for their respective Allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be.

ARTICLE "XIII"

(COMMON RESTRICTIONS)

The Owner's Allocation in the entire completed proposed multi-storied building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's Allocation in the said multi-storied building intended for the common benefits of all occupiers of the entire completed building which shall include the following:-

1. The Owner and the Developer or their nominee/s shall not use or permit to use their respective Allocations in the said multi-storied building or any portion thereof for carrying on any obnoxious and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, hazardous to the other occupiers of the said multi-storied building.
2. No Party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other.
3. Both the Parties shall abide by all law, byelaws, rules & regulations of the Government, local bodies as the case may be and shall attend to answer and be

responsible for any deviation, violation and/or breach of any of the said laws, byelaws, rules & regulations.

4. The respective Allottees shall keep the interior and exterior walls, sewers, drains pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation of the said multi-storied building in good working condition and repair and in particular so as not to cause any damage to the said multi-storied building or any other space or accommodation therein and shall keep other occupiers of the said multi-storied building indemnified from and against the consequences of any breach.
5. No goods or other items shall be kept by the Owner and no hindrance shall be caused in any manner in the free movement in the stairways, driveways and other places of common use in the new multi-storied building.
6. No Party shall throw or accumulate any dirty, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the building or in the compounds, corridors or any other portion of the said multi-storied building.

ARTICLE "XIV"

RESIDENTIAL APARTMENT SPECIFICATION

- a) **STRUCTURE:** R.C.C. frame structure within fill brick (As per Kolkata Municipal Corporation approved Plan).
- b) **ELEVATION:** A unique blend of oriental and modern architecture.
- c) **EXTERNAL FINISH:** Blending of cement base paint and other decorative finish.

d) **PAINTINGS:** Inside the flat one coat plaster of Paris, M.S. Glazed windows, grills and doors with synthetic enamel painting.

e) **FLOORING:**

Toilet/Kitchen: Marble.

Living /Dining/Bedroom: Marble

f) **DOORS:** Wooden doors frame of good quality wood and flush door shutter.

g) **WINDOWS:** M.S. Glaze Windows.

h) **DADO:** Toilet with dado finish with glazed tiles up to 5 feet.

i) **COOKING PLAT FORM:** Kudappa Sonte platform (6 feet long) with glazed tiles up to 2 feet height.

j) **TOILETS/BATHROOM WALL:** (6 feet): Decorative Ceramic Tiles.

k) **ELECTRICAL ARRANGEMENT:** 15 points per flat in total and one A.C. point on the master bedroom.

Copper Wire (1) Make: Any ISI Brand

(2) Gauge: .75mm, 1mm, 1.5mm, 2.5mm

Switch: Anchor Switch (Traditional Piano Type).

N.B:

Brands and materials may be changed as per desire of the Owner and for such changes prior written consent from his end should reach the Developer. The extra expenses for such changes must be paid by the Owner to the Developer in advance as per the bill to be raised by the Developer.

1) SANITARY ARRANGEMENT:

	Qty	Item	Size Inch	Make
1. Common Bath & W.C	1	European W.C	20"x16"	Reputed brand as per availability
	1	PVC Cistern	Standard	"
	2	Tap	½"	"
	1	Overhead Shower	½"	"
	1	Wall Mixture	½"	"
2. Dining/Drawing	1	Stand Basin	20" x 16"	"
3. Kitchen	1	Steel Sink	20" x 16"	"
	2	Tap	½"	"

Note: All Ceramic products will be white in colour.

ARTICLE - "XV"**(OWNER'S OBLIGATIONS)**

1. The Owner hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said proposed multi-storied building, provided the Developer rightly performs their obligations and covenants stipulated herein.
2. The Owner undertake that in case piling of the said **SCHEDULE "A"** property is required to be done in that event the Owner shall bear 50% of piling cost.

3. The Owner agrees and covenants with the Developer not to do any act or deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's Allocation in the said proposed multi-storied building at the said premises.
4. The Owner hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/or charge the Developer's Allocation in the said premises.

ARTICLE - "XVI"

(DEVELOPER'S OBLIGATIONS)

1. The Developer hereby agrees and covenants with the Owner to start the construction of the proposed multi-storied building and shall complete the entire construction within 24 (Twenty Four) months from the date of obtaining the sanctioned building Plan from the Kolkata Municipal Corporation or from the date of handing over peaceful vacant possession of the said SCHEDULE "A" property by the Owner in favour of the Developer, whichever is later.
2. That the Owner shall have no right of objection to the delivery of possession of the Developer's Allocation in the proposed multi-storied building together with undivided proportionate share in the land underneath by the Developer to the intending buyer or buyers at the choice of the Developer other than the allocations reserved for the Owner.
3. The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the statutory provisions or rules or regulations or notifications, applications for construction of the said multi-storied building.

4. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of the Owner's Allocation in the said newly multi-storied building at the said premises.
5. Generally construction of the said multi-storied building shall be completed within the period as herein above, provided on enforcement of any new legislation or introduction of new circular or substantial cause, time may be extended on mutual discussions.

ARTICLE - "XVII"

(OWNER'S INDEMNITY)

The Owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated portions without any interferences and/or disturbances from the Owner provided that the Developer perform and fulfill all the terms, conditions and obligations herein contained.

ARTICLE - "XVIII"

(DEVELOPER'S INDEMNITY)

1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the Developer in or related to the construction of the said multi-storied building.
2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs and proceedings and claims that may arise out of the Developer's actions with regard to the development work at the said premises

and/or in the matter of construction of the said multi-storied building and/or for any defect/s therein.

3. If during the course of construction, any persons or adjacent neighbors takes any action in respect of the construction of the said multi-storied building, then in that event, the Developer shall be liable at its own costs for defending such action or proceeding and shall also be liable to pay the costs which may become payable in respect of such proceedings and for the aforesaid purposes the Developer hereby agrees to indemnify and keep the Owner indemnified at all times against all suits, actions, proceedings, costs, charges and expenses in respect thereof.

ARTICLE - "XIX"

(MISCELLANEOUS)

1. The Owner and the Developer have entered into this Development Agreement along with Development Power of Attorney purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the Developer and the Owner and the Parties hereto shall not constitute as an association of persons.
2. Any notice required to be given by the Developer shall without prejudice to any other mode or service available be deemed to have been served on the Owner if delivered by hand and duly acknowledged or sent by registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by registered post to the registered office of the Developer at its recorded address.

3. The Developer and the Owner shall mutually frame scheme under the existing statutory rules, regulations and customs for the management and administration of the said building/s and/or common parts thereof. The Owner and the Developer hereby agree to abide by all the rules and regulations of such management/society/association and hereby give their consent to abide by the same.
4. The Owner undertakes to clear all outstanding taxes up to date before execution and registration of this instant registered Development Agreement along with Development Power of Attorney.
5. The Owner shall not create any type of obstruction to the Developer's ingress and egress to the said **SCHEDULE "A"** property as and when necessary from the very date of handing over the peaceful vacant possession of the said **SCHEDULE "A"** property in favour of the Developer herein for demolishing the existing structure till the date of completion and/or handing over the respective Flat/s, Car Parking Space/s and other saleable space/s to the intending buyer/s of the Developer's Allocation.
6. The Developer shall bear all costs and expenses in connection with the said **SCHEDULE "A"** property from the date of execution and registration of the Development Agreement along with Development Power of Attorney till handing over peaceful vacant possession of the Owner's Allocation in the said proposed multi-storied building.

7. That if any dispute or differences arise between the Parties during subsistence of the said project, the matter shall be referred to Arbitrator under the Arbitration & Conciliation Act, 1996 or its amendment thereto and the award of the Arbitrator shall be binding upon the Parties.
8. Both the Parties hereby agree that if the project is not completed within the aforesaid stipulated period due to any unforeseen reasons or force majeure in that event the Owner shall extend a further period of 6 (Six) months to the Developer herein.
9. In the event of death of any of the Parties to this registered Development Agreement along with Development Power of Attorney then all the terms and conditions contained in this registered Development Agreement along with Development Power of Attorney shall be operative and binding upon all the legal heirs, successors and representatives of both the Parties.

ARTICLE - "XX"

(FORCE MAJURE CLAUSE)

The Parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligation prevented by the existence of force majeure and shall be suspended from the obligation during duration of the force majeure. Force Majeure shall mean earthquake, tempest, flood, riot, war, civil commotion, lockdown, strike and any act of God or any commission beyond the reasonable control of the Developer.

SCHEDULE "A" ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of demarcated landed property measuring more or less 3 (Three) Cottahs 4 (Four) Chittaks 12 (Twelve) Square Feet together with a R.T. Shed structure measuring more or less 100 Square Feet structure standing thereon situated and lying at Mouza - Paschim Barisha, previously J.L. No. - 19 at present J.L. No. -119, R.S. No. -43, Pargana - Khaspur, Touzi No. -1- 6, 8-10, 12-16, under Khatian Nos. - 1618 & 1619, corresponding to L.R. Khatian No. -10554, appertaining to R.S. & L.R. Dag No. -3263, within the limits the Kolkata Municipal Corporation (S.S. Unit), being Premises No. - 131C, Dakshin Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, A.D.S.R Office - Behala, D.S.R. Office - Alipore, District - South 24 Parganas, together with all easement rights, facilities and amenities attached thereto, along with the right of user of the paths and passages in and around the said property, which is butted and bounded by:-

ON THE NORTH : Other's Building and 14 Feet wide K.M.C Road.
ON THE SOUTH : Property of Radha Gobinda Thakur.
ON THE EAST : Property of Sri Satya Narayan Karan & another
ON THE WEST : Property of Sunil Saha.

Zone: Premises not located on D.H. Road (Ward No. -125)

SCHEDULE "B" ABOVE REFERRED TO
(DESCRIPTION OF THE OWNER'S ALLOCATION)

SHALL MEAN 3 (Three) Flats i.e. 1 (One) 2BHK Flat on the Ground Floor, Southern side, 1 (One) 2BHK Flat on the First Floor, South-West side, and another 1

(One) 1BHK Flat on the Second Floor, North-West side, along with 32% of the 1BHK Flat on the First Floor, North-West side, of the said multi-storied building together with the undivided proportionate share of land underneath the structure including the right of user of all common areas, passages in and around the said property, boundary wall, lobbies, staircases, staircase landings, ultimate roof and other common facilities, amenities and advantages attached to the said **SCHEDULE "A"** property along with a non-fundable sum of Rs. 1,30,000/- (Rupees One Lakh Thirty Thousand) only which the Developer shall pay to the Owner at the time of handing over possession of the Owner's Allocation in the newly built multi-storied building in lieu of his share in the said **SCHEDULE "A"** property.

SCHEDULE "C" ABOVE REFERRED TO
(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

SHALL MEAN and include except the Owner's Allocation, all Flats, Car Parking Space/s both open and covered and other saleable space/s if any in the said proposed multi-storied building to be constructed as per the sanctioned building Plan building together with the undivided proportionate share of land underneath the structure including the right of user of all common areas, passages in and around the said property, boundary wall, lobbies, staircases, staircase landings, ultimate roof and other common facilities, amenities and advantages attached to the said **SCHEDULE "A"** property together with absolute right on the part of the Developer to enter into Agreement for Sale, Deed of Conveyance/s and/or transfer, Lease or in any way deal with the same as the absolute Owner thereof in the manner hereinafter provided.

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

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata in the presence of:-

WITNESSES:

1. *Susanti Roy*
E/26/2, Pally Mangal Colony
Kolkata - 700063

2. *Jayoti Podder*
Advocate
Alipore Judges Court
Kolkata - 700027

Debabrata Patra

SIGNATURE OF THE OWNER

ROYAL ESTATE

Dr. Das. Partner

ROYAL ESTATE

Rupsa Das.

Partner

ROYAL ESTATE

Bulbul Kharkel.

Partner

SIGNATURE OF THE DEVELOPER

Drafted by me:-

Jayoti Podder
Advocate

Alipore Judges Court, Kolkata - 700 027.

Computerized by me:

A. Das

SPECIMEN FORM FOR TEN FINGER PRINTS



Debabrata Palgar

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

NAME



Ila Dm.

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

NAME



Rupsa Das

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

NAME



Bulbul Khatke

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

NAME

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



190120232025952054

GRIPS Payment Detail

GRIPS Payment ID:	190120232025952054	Payment Init. Date:	19/01/2023 07:45:13
Total Amount:	4598	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6267262078839	BRN Date:	19/01/2023 07:45:33
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Miss JAYOTI PODDER
Mobile: 9831146619

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230259520558	Directorate of Registration & Stamp Revenue	4598
Total			4598

IN WORDS: FOUR THOUSAND FIVE HUNDRED NINETY EIGHT ONLY.
DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



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



192022230259520558

GRN Details

GRN: 192022230259520558 Payment Mode: SBI Epay
GRN Date: 19/01/2023 07:45:13 Bank/Gateway: SBIPay Payment Gateway
BRN : 6267262078839 BRN Date: 19/01/2023 07:45:33
Gateway Ref ID: IGAOZOJLE6 Method: State Bank of India NB
GRIPS Payment ID: 190120232025952054 Payment Init. Date: 19/01/2023 07:45:13
Payment Status: Successful Payment Ref. No: 2000061431/6/2023
(Query No*/Query Year)

Depositor Details

Depositor's Name: Miss JAYOTI PODDER
Address: 86/12, K.K ROY CHOWDHURY ROAD
Mobile: 9831146619
Period From (dd/mm/yyyy): 19/01/2023
Period To (dd/mm/yyyy): 19/01/2023
Payment Ref ID: 2000061431/6/2023
Dept Ref ID/DRN: 2000061431/6/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000061431/6/2023	Property Registration- Stamp duty	0030-02-103-003-02	4570
2	2000061431/6/2023	Property Registration- Registration Fees	0030-03-104-001-16	28
			Total	4598

IN WORDS: FOUR THOUSAND FIVE HUNDRED NINETY EIGHT ONLY.

PAID



Government of West Bengal
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	2000061431/2023	Office where deed will be registered
Query Date	08/01/2023 7:16:36 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	MITHUN DAS ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830189873, Status : Advocate	
Transaction	[0139] Sale, Development Power of Attorney	Additional Transaction [4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]
Set Forth value	Rs. 1,01,000/-	Market Value Rs. 23,78,998/-
Total Stamp Duty Payable(SD)	Rs. 5,070/- (Article:48(g))	Total Registration Fee Payable Rs. 28/- (Article:E, E, E)
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp Rs. 500/-
Remarks		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dakshin Para Road, Road Zone : (Premises NOT located on D H Road (Ward 125) --) , , Premises No: 131C, , Ward No: 125
Pin Code : 700063

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 4 Chatak 12 Sq Ft	1,00,000/-	23,51,998/-	Width of Approach Road: 12 Ft.,
Grand Total :				5.39Dec	1,00,000 /-	23,51,998 /-	

Structure Details :

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

Principal Details :

Name & address	Status	Execution Admission Details :
DEBABRATA PATHAK Son of ROHIT PATHAK, 278, VIDYA SAGAR SARANI, Flat No: 1, City:- , P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24- Parganas, West Bengal, India, PIN:- 700008 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AKxxxxxx9K, Aadhaar No.: 66xxxxxxx0462, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Attorney Details :

SI No	Name & address	Status	Execution Admission Details :
1	ROYAL ESTATE (Partnership Firm) .28/A, PALLY MANGAL COLONY, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063 PAN No. ABxxxxxx2Q, Aadhaar No Not Provided by UIDAI Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	ILA DAS Wife of Late PANKAJ KUMAR DAS 28/4, PALLY MANGAL COLONY, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. Blxxxxxx7C, Aadhaar No.: 34xxxxxxx5379	ROYAL ESTATE (as PROPRIETOR)
2	RUPSA DAS Wife of SANJOY DAS 23/1, DIAMOND HARBOUR ROAD, City:- , P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BHxxxxxx5H, Aadhaar No.: 68xxxxxxx4376	ROYAL ESTATE (as PROPRIETOR)
3	BULBUL KHASKEL Wife of SUSANTA KHASKELE/26/2, PALLY MANGAL COLONY, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BQxxxxxx0K, Aadhaar No.: 71xxxxxxx0358	ROYAL ESTATE (as PARTNER)

Identifier Details :

Name & address
JAYOTI PODDER Daughter of Late ARUP KUMAR PODDER ALIOPRE JUDGES COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of DEBABRATA PATHAK, ILA DAS, RUPSA DAS, BULBUL KHASKEL



and Land or Building Details as received from KMC :

No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
	Assessment No. : 411250607214 Premises No. : 131C Ward No. : 125 Street Name : DAKSHIN PARA ROAD	Reference Deed No. : 295 Date of Registration. : Jan 14, 2011 Office Where Registered :	Owner Name : DEBABRATA PATHAK Owner Address : FLAT NO-1, 278-VIDYA SAGAR SARANI, , KOLKATA Pin No. : 700008	Character of Premises: Vacant Land Total Area of Land: 3 Cottah, 4 Chatak, 12 SqFeet,

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 07-02-2023) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 07-02-2023)
3. Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA






Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue





OFFICE OF THE A.D.S.R. BEHALA, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16072000061431/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	DEBABRATA PATHAK 278, VIDYA SAGAR SARANI, Flat No: 1, City:- , P.O:- BARISHA, P.S:-Thakurpukur, District:-South 24- Parganas, West Bengal, India, PIN:- 700008	Principal			Debabrata Pathak 20/01/23
2	ILA DAS 28/4, PALLY MANGAL COLONY, City:- , P.O:- THAKURPUKUR, P.S:- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700063	Represent ative of Attorney [ROYAL ESTATE]			Ila Das 20/01/23
3	RUPSA DAS 23/1, DIAMOND HARBOUR ROAD, City:- . P.O:- BARISHA, P.S:- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700008	Represent ative of Attorney [ROYAL ESTATE]			Rupsa Das 20/01/23

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	BULBUL KHASKEL E/26/2, PALLY MANGAL COLONY, City:- , P.O:- THAKURPUKUR, P.S:- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700063	Represent ative of Attorney [ROYAL ESTATE]			Bulbul Khaskel 20/01/23
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	JAYOTI PODDER Daughter of Late ARUP KUMAR PODDER ALIOPRE JUDGES COURT, City:- , P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India; PIN:- 700027	DEBABRATA PATHAK, ILA DAS, RUPSA DAS, BULBUL KHASKEL			Jayoti Podder Advocate 20/01/23

X

(Sourav Chakrobarty)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BEHALA
South 24-Parganas, West
Bengal