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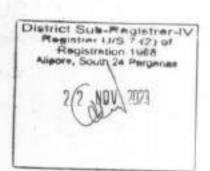


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DEVELOPMENT AGREEMENT

To Develop the Premises No. 170/342, N.S.C. Bose Road, its postal address 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, Assessee No. 23-098-06-0342-8, K.M.C. Ward No. 98.

THIS Development Agreement made on this day, month and year written at last hereinafter.

BETWEEN

(1) SRI DIPAK CHANDRA BANERJEE, son of Late Ramesh Chandra Banerjee, having his PAN: ADKPB 3286 C, Aadhaar: 9058 3104 9459 and Mobile: 9433300367, by faith-

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NoRs.	100/- Date
Name :	Roy show drumy Advocate
Address :	Alipur Judge's Cou Kolkata – 27
STAMP	Me, 24Pgs. (South) KAR DAS VENDOR NEUTRINOIS

Full signature with complete information of Identifier

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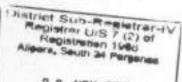
Miss Sraboni Ghosh Advocate

Enrollment No: F/1396/1073 of 2019 Allipore Judges' Court, Kolkata-700027

Office: 9/29 Netaji Nagar, Kolkata-700092

Aadhar : 6024 7113 3236 Mobile : 8697502211





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





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GRN: GRN Date:

Gateway Ref ID: GRIPS Payment ID:

BRN:

Payment Status:

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Payment Mode:

Bank/Gateway:

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Payment Init, Date:

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Gateway

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State Bank of India NB

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[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Mr GORA CHAND PAUL

Address:

2/50, NETAJI NAGAR, JADAVPUR

Mobile: Period From (dd/mm/yyyy): 24/02/2023

Period To (dd/mm/yyyy):

24/02/2023

9874844066

Payment Ref ID:

2000485300/4/2023

Dept Ref ID/DRN:

2000485300/4/2023

Payment Details

SI, No.	Payment Ref No	Head of A/C Description	Head of A.C	Amount (3)
1	2000485300/4/2023	Property Registration Stamp duty	0030-02-103-003-02	9921
2	2000485300/4/2023	Property Registration-Registration Fees	0030-03-104-001-16	30021
			Total	39942

THIRTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY. IN WORDS:

Hindu, by nationality - Indian, by occupation - Retired, residing at 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, (2) SRI KRISANU BANDYOPADHYAY, son of Late Barun Chandra

Banerjee, having his PAN: AFMPB 8124 R. . . .

and Mobile: 9073990378, by faith-Hindu, by nationality - Indian, by occupation - Service, presently residing at 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, (3) SMT. SABITA BANERJÉE, wife of Late Arun Banerjee, having his PAN: AUQPB 0812 A. Aadhaar: 4423 3046 6673 and Mobile: 7890112870, by faith-Hindu, by nationality - Indian, by occupation - Housewife, residing at 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092 and L (4) SMT. SHOMA MENON, daughter of Late Arun Banerjee and wife of Mr. Shashank Menon, having her PAN: AVVPM 5650 L. Aadhaar: 4591 8734 0550 and Mobile: 7596642196, by faith-Hindu, by nationality - Indian, by occupation - Service, residing at Block-401, S.N. Ghosh Avenue, Elachi, P.S.-Narendrapur, P.O.-Narendrapur, Kolkata-700103, hereinafter jointly called as the LAND OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) admitted and executed by self individually and hereinafter referred to as the party of the FIRST PART.

AND

TARA MAA CONSTRUCTION, a proprietorship firm, having its principal place of business at 2/50, Netaji Nagar, P.O. - Regent Estate, P.S. - Netaji

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Nagar, Kolkata-700092, represented by its proprietor namely SRI GORA CHAND PAUL, son of Late Mahendra Nath Paul, having his PAN: ARPPP 2861 A, Aadhar: 6895 0701 4546 and Mobile: 9874844066, by faith-Hindu, by nationality-Indian, by occupation - Business, residing at 2/50, Netaji Nagar, P.O. - Regent Estate, P.S. - Netaji Nagar, Kolkata-700092, hereinafter referred as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) admitted and executed by self and hereinafter referred to as the party of the SECOND PART.

WHEREAS one Sri Ramesh Chandra Banerjee, son of Late Tripurari Banerjee, being a refugee displaced person came down from East Pakistan now called Bangladesh due to partition of India and settled in West Bengal and occupied a piece or parcel of a land measuring more or less 6K.—14Ch.—31sq.ft. and was residing alongwith his family members after constructing one storied residential building thereon and has been recorded the said occupied land with building before the competent authority of the then Calcutta Municipal Corporation which has been recorded as Premises No. 170/342, N.S.C. Bose Road, its postal address 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, Assessee No. 23-098-06-0342-8, K.M.C. Ward No. 98 and as Owner Sri Ramesh Chandra Banerjee paid property tax regularly.

AND WHEREAS the said occupier Sri Ramesh Chandra Banerjee represented before the Refugee Relief & Rehabilitation Department, Government of West Bengal for grant of Indenture in respect of the said

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occupied property in favour of him and subsequently the Governor of the State of West Bengal as the Donor therein conferred absolute right, title and interest by way of 'deed of gift' of the said occupied property measuring more or less 6K.-14Ch.-31sq.ft. comprised in E.P. No. 705, S.P. No. 297, in C.S. Plot / Dag No. 4(P) & 559, Mouza - Raipur & Shibpur, J.L. No. 33 & 42, within the Police Station-Jadavpur, in the District of South 24 Pgs., lying and situated at Netaji Nagar Colony, Kolkata-700040, within the limits of the then Calcutta Municipal Corporation.

WHEREAS during enjoying the aforesaid homestead land, the aforesaid occupier Sri Ramesh Chandra Banerjee, died intestate on 16-08-1974, a Hindu under Dayabhaga School of Hindu Law, leaving behind his three sons namely Sri Barun Chandra Banerjee, Sri Arun Chandra Banerjee and Sri Dipak Chandra Banerjee, who were become to enjoy the aforesaid occupied homestead land which left by deceased Ramesh Chandra Banerjee. Thereafter the Governor of the State of West Bengal as 'Donor' made three Deed of Gifts in favour of aforesaid occupiers namely Sri Barun Chandra Banerjee, Sri Arun Chandra Banerjee and Sri Dipak Chandra Banerjee as hereunder:

(i) Sri Dipak Chandra Banerjee: by a Deed of Gift which was registered on 24th day of January 1989, at Additional District Registration Office, Alipore and has been recorded in its Book No. I, Volume No. 9, Pages from 261 to 264, being No. 666, for the year 1989, transferred, conveyed in favour of Sri Dipak Chandra Banerjee, son of Late Ramesh Chandra Banerjee for all that homestead land measuring an area of 2K.–5Ch.–10sq.ft. in E.P. No. 705, S.P. No. 297, in C.S. Plot

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No. 4 (P), Mouza - Raipur, J.L. No. 33, within the limit of Kolkata Municipal Corporation Ward No. 98 and said Sri Dipak Chandra Banerjee being 'Donee' accepted the said land by putting his signature in the said deed and also confirm his own possession and was enjoying at aforesaid homestead land with residential building thereon which is being part of Premises No. 170/342, N.S.C. Bose Road, part of its postal address 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, part of Assessee No. 23-098-06-0342-8, K.M.C. Ward No. 98 and not yet mutated his name before the Kolkata Municipal Corporation in respect of the said gifted property with building thereon, but paying property tax under the existing Assessee No. 23-098-06-0342-8.

(ii) Sri Arun Chandra Banerjee: by a Deed of Gift which was registered on 24th day of January 1989, at Additional District Registration Office, Alipore and has been recorded in its Book No. I, Volume No. 9, Pages from 253 to 256, being No. 664 for the year 1989, transferred, conveyed in favour of Sri Arun Chandra Banerjee, son of Late Ramesh Chandra Banerjee for all that homestead land measuring an area of 2K.—4Ch.—10sq.ft. in E.P. No. 705A, S.P. No. 297/1, in C.S. Plot No. 4 (P), Mouza - Raipur, J.L. No. 33, within the limit of Kolkata Municipal Corporation Ward No. 98 and said Sri Arun Chandra Banerjee being 'Donee' accepted the said land by putting his signature in the said deed and also confirm his own possession and was enjoying at aforesaid-homestead land with residential building thereon which is being part of Premises No. 170/342 N.S.C. Bose Road, part of its postal address 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092,

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part of Assessee No. 23-098-06-0342-8, K.M.C. Ward No. 98 and not yet mutated his name before the Kolkata Municipal Corporation in respect of the said gifted property with building thereon, but paying property tax under the existing Assessee No. 23-098-06-0342-8 and

(iii) Sri Barun Chandra Banerjee : by a Deed of Gift which was registered on 24th day of January 1989, at Additional District Registration Office, Alipore and has been recorded in its Book No. I, Volume No. 9, Pages from 245 to 248, being No. 662, for the year 1989, transferred, conveyed in favour of Sri Barun Chandra Banerjee, son of Late Ramesh Chandra Baneriee for all that homestead land measuring an area of 2K.-5Ch.-11sq.ft. in E.P. No. 705B, S.P. No. 297/2, in C.S. Plot No. 4 (P) & 559(P), Mouza - Raipur, J.L. No. 33 & 42, within the limit of Kolkata Municipal Corporation Ward No. 98 and said Sri Barun Chandra Baneriee being 'Donee' accepted the said land by putting his signature in the said deed and also confirm his own possession and was enjoying at aforesaid homestead land with residential building thereon which is being part of Premises No. 170/342, N.S.C. Bose Road, part of its postal address 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.Q.-Regent Estate, Kolkata-700092, part of Assessee No. 23-098-06-0342-8, K.M.C. Ward No. 98 and not yet mutated his name before the Kolkata Municipal Corporation in respect of the said gifted property with building thereon, but paying property tax under the existing Assessee No. 23-098-06-0342-8.

AND WHEREAS be it mentioned here that though the three separate Deed of Gifts were made by the Governor of State of West Bengal as mentioned hereinabove, the aforesaid three individual onwers

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namely Sri Barun Ch. Banerjee, Sri Arun Ch. Banerjee and Sri Dipak Ch. Banerjee not yet demarkated their aforesaid gifted individual landed property on the existing land i.e. not yet separated the existing land among themselves as per aforesaid three Deed of Gifts. At the same time, aforesaid three individual onwers namely Sri Barun Ch. Banerjee, Sri Arun Ch. Banerjee and Sri Dipak Ch. Banerjee not yet mutated their individual name before the Kolkata Municipal Corporation for their aforesaid individual gifted property but paying property tax jointly under the existing Assessee No. 23-098-06-0342-8. i.e. there is no reflection in the assessment records of the Kolkata Municipal Corporation in respect of above mentioned three separate Deed of Gifts. As a result the existing land and building which was left by deceased Ramesh Ch. Banerjee is as it is and in the mean time, out of aforesaid three Owners, two of them namely Sri Barun Chandra Banerjee and Sri Arun Chandra Banerjee become death as follows:

- (i) Sri Barun Chandra Banerjee died intestate on 04-01-2016 (his wife Smt. Krishna Banerjee died on 29-11-2019) a Hindu under Dayabhaga School of Hindu Law, leaving behind their only legal heir Sri Krisanu Bandyopadhyay, part of the First Part herein, to inherit the entire property as per above mentioned Gift Deed being No. 662 for the year 1989 which left by deceased Barun Chandra Banerjee.
- (ii) Sri Arun Chandra Banerjee died intestate on 14-03-2007, a Hindu under Dayabhaga School of Hindu Law, leaving behind as legal

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heirs — his wife Smt. Sabita Banerjee and only daughter Smt. Shoma Menon, part of the First Part herein, to inherit the entire property as per above mentioned Gift Deed being No. 664 for the year 1989 which left by deceased Arun Chandra Banerjee.

AND WHEREAS thus by virtue of above mentioned Deed of Gift being No. being No. 666, for the year 1989 and by virtue of inheritance as per above mentioned recitle of title history towards Deed of Gift being No. 664 for the year 1989 and by virtue of inheritance as per above mentioned recitle of title history towards Deed of Gift being No. 662, for the year 1989 viz (i) Sri Dipak Chandra Banerjee, (ii) Sri Krisanu Bandyopadhyay, legal heir of deceased Barun Ch. Banerjee and (iiia) Smt. Sabita Banerjee and (iiib) Smt. Shoma Menon, legal heirs of deceased Arun Ch. Banerjee become joint owners of all that homestead land measuring an area of 6K,-14Ch,-31 sq.ft. in E.P. No. 705, S.P. No. 297, in C.S. Plot / Dag No. 4(P) & 559, Mouza - Raipur & Shibpur, J.L. No. 33 & 42, Premises No. 170/342, N.S.C. Bose Road, its postal address 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, being the Assessee No. 23-098-06-0342-8, K.M.C. Ward No. 98, which is morefully explained in the Schedule-'A' hereunder written and hereinafter for the sake of brevity referred to as 'the said land and premises', free from all encumbrances, charges, liens, mortgage and/ or any ohter nature of attachments whatsoever and have no acquisition or requisition or any case or proceedings both in civil and criminal nature is/are pending of the respective Learned Court or elsewhere.

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AND WHEREAS the party of the First Part herein jointly have decided not to make any separation of the existing land as per above mentioned three Deed of Gifts and to make mutation in favour of them as joint owners of the said land and premises of Schedule-'A' and have decided to develop their said land and premises of Schedule-'A' by raising a G+IV storied residential building as per sanctioned building plan of the Building Department of KMC Borough-X for their better accommodation after demolishing the existing old and delapitated residential building over the said land and premises by a competent developer who has enough credential in the arena of development and offered the party of the Second Part herein to develope their said land and premises.

and whereas the party of the Second Part herein after proper inspection of the said land and premises of Schedule-'A' being interested to develop by demolishing and erecting a new G+IV storied building thereon as per sanctioned building plan of the Building Department of KMC Borough-X. The First Part herein considering the proposal of joint venture program which has financially viable and agreed to do the same for the mutual benefits of both parties herein.

AND WHEREAS the Land Owners of First Part herein and the Developer of Second Part herein jointly have agreed to materialize the said proposal for promotion and development by constructing a new G+IV storied building at the said land and premises of Schedule-'A' hereunder as per sanctioned building plan of the Building Department

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of KMC Borough-X and discussed the matter at length, resulting which to avoid disputes and differences in future, they have agreed to record the terms & conditions hereinafter mentioned.

ARTICLE - I

Clarification and understading of this presents the following terms which have already being used for several times and will come number of times shall always mean and include :-

- Land Owners: shall mean Sri Dipak Chandra Banerjee,
 Sri Krisanu Bandyopadhyay, Smt. Sabita Banerjee and Smt. Shoma
 Menon, the First Part herein, who have got good and absolute marketable
 right, title and interest in the said premises of Schedule 'A' hereunder.
- 2. Developer: shall mean 'Tara Maa Construction' of the Second Part herein who undertakes to build a new G+IV storied building thereon as per sanctioned building plan of the Building Department of KMC Borough-X on the said premises of Schedule 'A' hereunder.
- 3. Title Deed: shall mean the Deeds viz. (i) being No. 666, for the year 1989, (ii) being No. 664 for the year 1989 and (iii) being No. 662, for the year 1989 which are referred hereinabove in the title recital of Premises No. 170/342, N.S.C. Bose Road, its postal address 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.O.-Regent Estate; Kolkata-700092, K.M.C. Ward No. 98 Assessee No. 23-098-06-0342-8.
- 4. No Embargo: shall mean the schedule mentioned property of land and premises hereinbelow is not situated within the Notified and Cantonment area and have no embargo and/or restriction imposed by

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the Local Authority / Competent Authority / Govt. Authority for transfering the land / flat in-question.

- 5. Land and Premises: shall mean the Premises No. 170/342, N.S.C. Bose Road, its postal address 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, Assessee No. 23-098-06-0342-8, K.M.C. Ward No. 98 which is particularly described in the Schedule 'A' hereunder upon which the new G+IV storied building thereon as per sanctioned building plan of the Building Department of KMC Borough-X to be constructed by the Developer.
- 6. Proposed Building: shall mean new G+IV storied building thereon as per sanctioned building plan of the Building Department of KMC Borough-X to be constructed at the said premises of Schedule 'A' as per building rules of maximum height and maximum area as permissible.
- 7. Building Plan: shall mean such plan to be prepared by the reputed architect engineer for the construction of the new G+IV storied building thereon as per sanctioned building plan of the Building Department of KMC Borough-X and shall include all such modifications or alterations as may be made by the Developer from time to time as and when required.
- 8. The Architect: shall mean such person/s, firm/s or L.B.S. with requisite qualification who will be appointed by the Developer for designing and planning of the new building to be constructed upon the said property of Schedule-'A'.
- Saleable Space: shall mean the space in the new G+IV storied building available for independent use and occupation by the Developer,

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hereinafter referred to as the Developer's allocation and for independent use and occupation by the Land Owners, hereinafter referred to as the Land Owners' allocation.

- 10. Land Owners' Allocation: shall mean the allocation of the Land Owners which is morefully and particularly described in the Schedule 'B' hereunder written.
- 11. Developer's Allocation: shall mean the remaining portion of the new G+IV storied building after providing for the Land Owners' allocation and after making due provision for common facilities and spaces required thereon. The entire allocation of the Developer which is morefully described in the Schedule 'C' hereunder written.
- 12. Common Facilities and Amenities: shall mean and include corridors, stair, lift, ways, passages etc. which will be provided by the developer in the new G+IV storied building for all flat owners of the proposed multistoried building shall have the right to enjoy the all common facilities and amenities which is morefully described in the Schedule 'D' hereunder written.
- 13. Common Expenses: shall mean and including all expenses on the common facilities and amenities of the building and/or premises to be incurred proportionately by the all flat/unit owners for the management and maintenance which is morefully described in the Schedule 'E' hereunder written.
- 14. Common Restriction: shall mean the general restrictions for mutual advantage inherent in the Ownership Flat/Unit Scheme. The Land Owners and Developer shall adopt the same restriction to their respective areas. The covenants and restrictions morefully mentioned in the Schedule 'F' hereunder.

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- 15. Specification: shall mean and include the new building to be constructed and completed according specification of work schedule mentioned in Schedule 'G' hereunder written and will provided by the Developer in those flats under Land Owners' allocation.
- 16. Transfer: with its grammatical variation shall include possession under agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act.
- 17. Intending Buyers: shall mean all the persons, firm/s, company, organization who is interested to purchase any flat/s and space/s of the said building from the Developer's allocation.
- 18. Transferee: shall mean a Person/s, Firm/s, Company, Association of persons to whom any space in the new building will be transferred from the Developer's allocation.
- 19. Force Majeure/unavoidable circumstances: shall mean floods, earth quake, riot, war, storm, tempest, civil commotion, strikes, lock-out and/or any other fact or commission beyond the control of the parties hereto by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation was prevented by any Force Majeure.
- 20. Consideration: shall mean and include Land Owners' allocation shall be constructed as per specifications at the cost of Developer will be treated as consideration to be given to Land Owners against which the Land Owners will transfer the undivided proportionate share of land in the said premises attributable to the Developer's allocation to the Developer and /or its nominee/s.

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- 21. Additional Consideration: shall mean and include Land Owners are entitled to receive additional consideration amount to the tune of Rs.30,00,000/-, which is non-refundable, at a time on the day of registering the development agreement from the Developer other than consideration amount mentioned hereinabove which is clearly mentioned hereinafter in Article II and Article-III respectively.
- 22. Advocate for Developer's Allocation: shall mean the Advocate appointed by the Developer who will prepare all legal work and documentation for the Developer's allocated area. The deed of conveyance shall prepare and to be registered only by the appointed advocate of the Developer because the entire building is under the Apartment Ownership Act i.e. drafting of the all units of the building shall be same and identical.
- Advocate for Land Owners' Allocation: shall mean the Advocate appointed by the Land Owners who will observe / prepare all legal work and documentation for the Land Owners' allocated area subject to considering that all said documents shall adopt the same covenant of restrictions, common portions and common expenses which are clearly mentioned in Schedule-'D', Schedule-'E' and Schedule 'F' hereunder for common interest of all flat owners whether Land Owners' and Developer's allocation in accordance with the practices prevailing in respect of ownership flat/unit building.
- 24. Development Power of Attorney: shall mean the Land Owners shall execute and registered separately the Development Power of Attorney in favour of Developer as per guide line which is clearly mentioned in the Article IV hereunder.

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- 25. Project: shall mean the work of development undertaken to be done by the Developer in pursuance hereof till the development of premises of Schedule 'A' be completed and possession of the flats/units/ spaces are taken over by the individual flat/unit owner both Land Owners' and Developer's allocated area.
- 26. Flat/Unit: the unit of a self contained accommodation of the said building for residential purpose having one or more rooms alongwith kitchen, exclusive user bath and privy as per plan in accordance with the specification of work schedule to use and enjoy the same exclusively and without any interruption from others alongwith free access and right to ingress and egress to and from main entrance togetherwith right of user of common spaces/common portions with other common facilities.
- 27. Flat/unit Owner: shall mean any person who acquired, holds and/or owns any unit in the new building and shall include the Land Owners and Developer for the flats/units held by them.
- 28. Alternative Accommodation: shall mean three alternative accommodations to be provided by the Developer to the Land Owners during the period of construction of the new building at the premises of Schedule 'A' hereunder till offer the possesstion of the Land Owners' allocation of Schedule-'B' hereunder.
- 29. Development Agreement with Power: shall mean the instant agreement with power made between the Land Owners and Developer.
- 30. Commencement : shall mean the instant Development Agreement be deemed to have commenced with effect from the date of execution and registration before the DSR-IV, Alipore.

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ARTICLE - II

Title, indemnity, declarations, rights and obligations of the party of Land Owners:

- 1. That the Land Owners herein declare that they have full right of ownership and are in the possession & enjoyment of the right, title and interest AND they have got good and absolute marketable title, right and interest in said Premises No. 170/342, N.S.C. Bose Road, its postal address 2/5, Netaji Nagar, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, Assessee No. 23-098-06-0342-8, K.M.C. Ward No. 98, which is morefully described in the Schedule 'A' hereunder written without any interference, disturbance and obstruction whatever from any person whomsoever. The Land Owners are legally entitled to enter into this development agreement with development power of attorney with the Developer herein and the Land Owners hereby undertake to indemnify and keep the Developer indemnify against any loss, damage, claim, action demand and risk whatsoever that may arise in respect of the title of the Land Owners relating to the said property or premises of Schedule 'A' hereunder.
- 2. That the right, title and interest of the Land Owners in the premises of Schedule 'A' is free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever or howsoever and the Land Owners have not received any notice/s to the effect that the said land and premises of Schedule 'A' is affected by any scheme of the Govt. of West Bengal or of the C.I.T. or of K.M.D.A. or of K.M.C. and/or any other statutory body at the time of signing of this agreement. The entirety of the premises is in khas and possession of the Land Owners and the Land

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Owners have not created any lien, gift or trust and not entered into any agreement for sale, transfer, lease, development agreement or otherwise for any purpose regarding the said land and premises of Schedule 'A' or any part thereof. The Land Owners also assures and declare that there is no excess vacant land within the meaning of Urban Law (Ceiling and Regulation) Act 1976 in the Urban Agglomeration Area.

- That the Land Owners hereby declare that there is no proceeding under the Public Demand Recovery Act and there is no suit against the property of Schedule -'A'.
- 4. That the Land Owners hereby grant exclusive and sole right to the Developer to build new G+IV storied building as per building rules of maximum height and maximum area as permissible on the said land and premises of Schedule 'A' in accordance with the sanctioned building plan at the cost of Developer and on the other hand the Land Owners shall not bear any such cost whatsoever in respect of the completion of the entire new proposed building.
- Developer shall use the existing water connection line for the project purpose and thereafter the Developer shall arrange the water connection, if newly needed, for the new building from the competent authority of KMC Water Department at his own cost. Be it mentioned here that at present no electric connection is existing at the said premises of Schedule-'A' which to be newly connected and shall install main service electric meter at the cost of Developer which shall use for the project purpose and individual unit meter in the name of the Land Owners and/ or their nominee/s at the proposed new building for the flats of the Land

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Owners allocation by the supervision of the Developer at the cost of Land Owners herein and individual unit meter for the Developer's allocated area in the name of the propsed flat buyers at the cost of said flat buyers of Developer's allocation at their own cost but by the supervision of the Developer.

- 6. That at the time of execution of this agreement, the Land Owners hereby agreed to handover either certified copy of all original deeds or notarised authintication copy of all original deeds and papers in connection with the title history of said property of Schedule 'A' clearly mentioned hereinabove to the Developer herein. Be it mentioned here that if any need to verify the original documents at that event the Land Owners are duty bound to show the all said documents for verification. In no circumstances the original title documents shall mortgage to any financial authority / institution for sanction of the individual loan and / or mortgage for individual flat of the intending flat buyers of the Developer's allocation.
- 7. That the Land Owners are entitled to receive additional consideration amount of Rs. 30,00,000/- (Rupees thirty lakh) only from the Developer of Second Part herein at a time on the day of registering the development agreement by the Land Owners of First Part herein in favour of the Developer of Second Part herein i.e. additional consideration amount of Rs.30,00,000/- is totally non-refundable from Land Owners to Developer.
- 8. That the Land Owners shall handover peaceful vacant possession of the land and premises of Schedule-'A' in favour of Developer either on the day of registering the Development Agreement

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and Development Power of Attorney or on the day of obtaining the sanctioned building plan from the competent authority of KMC Building Department of Borough - X to construct the new G+IV storied building. After handover of vacant possession of land as above to the Developer, the Developer shall demolish the present existing structure standing upon the said premises of Schedule-'A' at their own cost and shall enjoy the debris out of its own accord.

- 9. That the Land Owners shall pay and bear all property taxes and other dues and outgoings in respect of the said land and premises of Schedule-'A' accruing due before date of handing over the same to the Developer. After completion of the new G+IV storied building the Land Owners are liable to pay municipal taxes after getting possession of respective Land Owners allocation in respect of their share.
- Developer not to cause any interference or hindrance in the construction of the new building whereby the Developer shall be prevented from construction and completion of the said new building. The Land Owners shall not do any act or deed or thing hereby the Developer may be prevented from selling, assigning and/or disposing of any portion of the Developer's allocation in the new building. Be it mentioned here that the Land Owners shall have right to visit and see the construction of the building whether the Developer is constructing the building as per sanctioned building plan and as per specification of work schedule mentioned hereunder.
- 11. That the Land Owners hereby agrees and covenants with the Developer not to let out, grant, lease, mortgage and/or charges the

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allocated portion of the Developer which clearly mentioned in Schedule-'C' hereunder but shall have all right to let out grant, sale, lease, mortgage and/or charges their allocated portion which clearly mentioned in Schedule-'B' to any person/s, company/ies, firm/s i.e. save and except the Developer's allocation mentioned in Schedule-'C' hereunder.

- 12. That the Land Owners shall be entitled absolutely to those areas which is clearly mentioned in the Land Owners' allocation of Schedule-'B' hereunder and shall have liberty to deal therewith in any manner whatsoever deem fit and proper. The Land Owners shall have the right & liberty to sell and transfer the respective areas of Schedule-'B' hereunder to any intending buyers in such a price and in such terms & conditions SAVE THAT the Land Owners shall adopt the same covenant of restrictions, common portions and common expenses which are clearly mentioned in Schedule-'D', Schedule-'E' and Schedule 'F' hereunder for common interest of all flat owners whether Land Owners' and Developer's allocation in accordance with the practices prevailing in respect of ownership flat/unit building.
- 13. That in the event, if a co-eperative society and/or association be formed, the Land Owners shall become the member of the said society and/or association as the case may be and shall be liable to pay and bear proportionate maintenance charges as well as service charges for maintenance of the common areas and facilities etc. including municipal property taxes in respect of respective Land Owners' allocation and / or Land Owners' portions.
- 14. That the Land Owners shall help the Developer to construct the boundary wall for demarcation of land of Schedule-'A' hereunder at the

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time of preparation of land plan for registering the 'Boundary Declaration' at the cost and expenses of Developer.

- 15. That for smooth functioning of the development work and for the purpose of construction of the proposed new building, the Land Owners are duty bound to make registration separately the Development Power of Attorney in favour of the Developer empowering its administrator-in-office to do all acts and deeds required for the construction of the proposed new building and to sale, transfer any flats & car parking spaces of the building to any intending buyers only relating to Developer's allocation and further to execute and register the deed of conveyances in favour of intending buyers which are relating to Developer's allocation. The guide line of the separate Development Power of Attorney is clearly mentioned in the Article-IV hereunder.
- 16. That the Land Owners hereby agrees and covenants with the Developer, the Land Owners shall have no right and/or liberty to interfere in those transactions made between the Developer and intending buyers for Developer's allocation in manner whatsoever and further the Land Owners shall not be entitled to claim the profit and / or any liabilities of the said venture on Developer's allocation of Schedule-'C' hereunder.
- 17. That the Land Owners shall lend their names and signatures in all papers, plans, documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be developed in the name of Land Owners.

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18. That if the project finally fails due to title dispute of the entire land and premises, the Land Owners are legally duty bound to pay back the additional consideration amount of Rs.30,00,000/- with all other amounts if any expended within three months from the day of submitting the letter from the Developer to the Land Owners subject to considering that the maximum period of in respect of this clause shall be the maximum period of one year from the day of obtaining the sanctioned building plan. After refunding as above, the development agreement and development power of attorenty which already registered, shall be treated cancelled and revoked by registering before the respective office and the Developer of Second Part herein will handover the possession of entire land and premises of Schedule-'A' with incomplete construction. Be it mentioned here that until and unless the Land Owners of First Part make re-payment the above mentioned additional consideration amount Rs.30,00,000/- with all other amounts which already expended by the Developer, the Developer herein shall have right to entitle to hold and remain in possession of the premises of Schedule-'A' but shall have no right to further construction and the Land Owners shall not entitle to make further development agreement with any other Developer, if do the same - that shall be considered as illegal attempt i.e. fully bad-in-law and liable to penalise for the said illegal attempt of the Land Owners of First Part herein.

19. That the Land Owners herein declare and assures that in the demise of any one or both of the Land Owners during the subsistence of this, heir/s of the said demise Land Owner/s shall sign and execute all papers and/or documents AND shall register a development agreement and development power of attorney in favour of the

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Developer herein under same terms and conditions of the present registered document to overcome the legal problem to construc the rest work of the G+IV storied building and to complete of the new building, otherwise the Developer have right to take legal action with all costs against the legal heir/s of deceased Land Owner/s.

ARTICLE - III

Indemnity, declarations, rights and obligations of the party of Developer mentioned hereunder :-

- 1. That the Developer undertakes to build a new G+IV storied building over the said land and premises of Schedule 'A' in accordance with the sanctioned building plan and in conformity with the specification herewith at their own costs and expenses without claiming any part of investment from the Land Owners in connection with the cost of the proposed building / project including preparation of building plan and all other incidental cost & expenses to be incurred for the said building /project. Be it mentioned here that the Developer shall have to appoint a professional Civil Engineer or L.B.S. or Firm as Architect to supervise the construction work of the new G‡IV storied building.
- 2. That from the day of handover, the Developer shall be entitled to hold and remain in possession of the premises of Schedule-'A' and it shall always be deemed that the Developer is in possession of the entirety of premises in part of performance of this agreement during the subsistence hereof and the Land. Owners shall not be entitled to disturb the possession of the Developer in any manner whatsoever. The

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Developer shall be entitled to use the premises for setting up a temporary site office and / or quarters for its watch ward and other staff. The Developer shall demolish the present existing structure standing upon the said premises of Schedule-'A' at its own cost & expenses and shall enjoy the debris and salvages out of its own accord.

- 3. That the Developer is obligated to pay additional consideration amount Rs. 30,00,000/- to the Land Owners of First Part herein as per guide line in point '7' of Article-II hereinbefore which is non-refundable.
- 4. That in connection with the alternative accommodations, it is agreed that three alternative accommodations @Rs. 10,000/- p.m. for each accommodation i.e. totally p.m.@Rs. 30,000/- to be provided by the Developer in favour of Land Owners of First Part herein during the period of construction of the new G+IV storied building at the said land and premises of Schedule - 'A' hereunder till the Developer offers possession of the Land Owners' allocation of Schedule-'B' hereunder i.e. the Developer is only responsible to make the monthly rent as aforesaid but all other outgoings, viz, maintanance etc. inconnection therewith shall bear and pay by the aforesaid the Land Owners separately during the period of their occupation thereof and within 60 (sixty) days of notice from the Developer in respect of completion of entire building habitable condition, the Land Owners and their family members shall vacate the alternative accommodations and shall shift to their respective flats from the Land Owners' allocation. Failing which, after the expiry of the said 60th day of the notice, the Developer shall cease to be responsible for payment of the rent for the aforesaid three

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alternative accommodations and the Land Owners and their family members are liable for all costs and consequences arising therefrom.

- 5. That the Developer shall pay and bear all property taxes and outgoing in respect of the said property of land and premises of Schedule-'A' accruing due as and from the date of handing over vacant possession of the said property of Schedule-'A' by the Land Owners to the Developer. After completion of the new building, the Developer shall liable to pay the property taxes in respect of Developer's allocation of Schedule-'C' hereunder.
- 6. That the Developer shall complete the construction of the new G+IV storied building as per sanctioned building plan within 24 months from the day of obtaining the sanctioned building plan from the competent authority of Building Department, KMC Borough-X. Be it mentioned here that the Developer is committed to apply for the sanctioned building plan within the maximum period of one month from the day of registering the development agreement and development power of attorney and shall consider the time limit to obtain sanctioned building plan from the aforesaid competent authority within the maximum period of six months from the day of submission the proposed building plan. If fails, maximum one month shall be extended to obtain the sanctioned building plan. After sanctioned, the Developer shall handover one copy of the sanctioned building plan to the Land Owners herein for their records. In case the Developer fails to deliver the possession of the entirety of the Land Owners' allocation within the period stipulated hereinabove, then and in such event the Developer shall be granted an extension of a maximum period of 3(three) months and the Developer

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shall have to complete the project. Be it mentioned here that the entire building whether the Land Owners' allocation and / or the Developer's allocation shall be completed at the same time for habitable condition to reside the all flat owners at a time. But due to any unavoidable circumstances which are beyond the control of the Developer i.e. Force Majure mentioned in 'Article - I' hereinabove. If the Developer further fails to handover the possession of Land Owners' allocation within above mentioned maximum extended time, at that event - there is two options, out of which (i) the Developer shall pay Rs.15,000/- p.m. to each Land Owner as compensation till the handover the possession on and from the next month of expiring the above mentioned maximum extended time and (ii) the Land Owners shall have right to cancel the present development agreement and development power of attorney subject to considering that the Land Owners are obligated to pay-back the entire cost of construction (which already constructed) with all other incidental expenses to the Developer within the maximum period of 3(three) months from the day of finalise the matter between the parties herein. The construction cost shall be finalised by the reputed L.B.S. i.e. not by any party herein. Until and unless, the aforesaid settled amounts pay-back by the Land Owners to the Developer, the Land Owners shall not entitle to make further development agreement with any other Developer, if do the same - that shall be considered as illegal attempt i.e. fully bad-in-law and liable to penalise for the said illegal attempt of the Land Owners of First Part herein and on the day of making full and final payment by the Land Owners to the Developer, cancellation of development agreement and revocation of development power of attorney shall be registered and after that the entire land and premises of Schedule-'A' with incomplete construction shall be free from the Developer of Second Part herein.

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- 7. That the Developer shall on completion of the new G+IV storied building put the Land Owners in undisputed possession of the Land Owners' allocation. As soon as the new building is completed, the Land Owners shall inspect the Land Owners' allocation of Schedule-'B' hereunder and shall take possession. After taking possession of entirety Land Owners' allocation of Schedule-'B', the Land Owners and/or their nominee/s shall exclusively responsible to make payment of all municipal property taxes, rates, duties and other outgoing and imposition whatsoever payable in respect of the Land Owners' allocation togetherwith liability to pay common expenses for the common areas & utilities. At the time of offering the possession in favour of Land Owners, the Developer shall issue and give a 'Letter of Possession' with copy of completion certificate as per RERA to the Land Owners. The Developer shall be the confirming party in sale deed and sale agreement in respect of the Land Owners' allocation if the same becomes necessary at the instance of the Land Owners.
- 8. That the Developer shall install electric main service metre for the new building at its own cost. Unit meter for the flats of Land Owners allocated area shall install at the cost of Land Owners but under the supervision of the Developer herein.
- 9. That the Developer shall be entitled absolutely to those areas which is clearly mentioned in the Developer's allocation of Schedule-'C' hereunder and shall have liberty to deal therewith in any manner whatsoever deem fit and proper. The Developer shall have the right and liberty to sell and transfer the respective areas of Schedule-'C' hereunder to any intending buyers in such a price and in such terms & conditions

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as determined by the Developer SAVE THAT the Developer shall adopt the same covenant of restrictions, common portions and common expenses which are clearly mentioned in Schedule-'D', Schedule-'E' and Schedule - 'F' hereinbelow for common interest of all flat owners whether Land Owners' and Developer's allocation in accordance with the practices prevailing in respect of ownership flat/unit building.

- 10. That the Developer is entitle to receive the entire consideration amount from the intending buyers against issuing proper receipt thereof from the Developer's allocation without affecting the Land Owners' allocation or Land Owners' interest. Be it mentioned here that the Land Owners are not liable and / or obligated to the aforesaid intending buyers of the Developer's allocation to make refund any amount which the Developer shall receive for the all said intending buyers.
- 11. That the Developer shall have every right to disclaim and/or relinquish any claim from the intending buyer/s and/or shall be entitled to settle any matter with any intending buyer in respect of payment of consideration amount or in any issue in any term as the Developer may thing fit and proper.
- 12. That the Developer shall be entitle to deliver the peaceful vacant physical possession of the flats and all other properties to the intending buyers pertaining to the Developer's allocation free from all encumbrances whatsoever from the Land Owners without any obstruction from any quarter. Be it mentioned here that the handover of the Developer's allocation in favour of the intending buyers either with the same time of handover the Land Owners' allocation in favour

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of the Land Owners or after the handover the Land Owners' allocation in favour of the Land Owners.

- 13. That for smooth functioning the development work and for the purpose of construction of the proposed new building, the Developer herein have right to take separately the registered Development Power of Attorney from the Land Owners in favour of the Developer empowering its administrator-in-office to do all acts and deeds required for the construction of the proposed new building and to sale, transfer any flats & car parking spaces of the building to any intending buyers only relating to Developer's allocation and further to execute and register the deed of conveyances in favour of intending buyers which are relating to Developer's allocation. The Development Power of Attorney separately shall be registered under the guide line which is clearly mentioned in the Article-IV hereunder.
- shall be entitled to take financial assistance at their own risk and responsibility from any private bank, nationalised bank and/or financial institution for the purpose of the completion of the respective flat of the new building by virtue of the Developer's allocation as envisaged in this agreement in Schedule-'C' hereinbelow without infringing the Land Owners' right and interest of the Land Owners' allocation of Schedule-'B' hereunder in any manner whatsoever i.e. only the Developer's allocation shall be mortaged and never the Land Owners' allocation shall be mortaged and charged. The Land Owners shall not raise any

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objection in this respect because Land Owners' allocation is free from all encumbrances whatsoever nature. It is however clarified that in this respect the Land Owners' allocation of Schedule-'B' hereunder as envisaged in this agreement shall not be utilised or be hold liable for such loan amount and the liabilities in regard to the said loan in no way creating responsibilities upon the Land Owners and their family members i.e. the liabilities in regard to the said loan shall create responsibilities only upon the Developer's allocation. Be it mentioned here that the above subject matter whether maintaining or not, the Land Owners have right to see the all original title documents time to time at the office of the Developer. Be it further mentioned here that the entire project at the said land and premises of Schedule-'A' shall not be approved by any bank and / or financial institution, at that event there is no question to provide any bank guarantee by the Developer to the Land Owners i.e. the individual home loan shall arries as per guideline mentioned hereinabove.

- 15. That the Developer shall act as an independant contractor in constructing the building and hereby undertakes to keep the Land Owners indemnified against all third party claims including any govt., quasi govt., local authorities, electric supply, telephone etc and actions arising out of any sort of act of commission of the Developer or in relation to the construction of the said new building.
- 16. That the Developer hereby undertakes to keep the Land Owners indemnified against all action, suits, costs, proceedings and

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claims that may arise out of the Developer's allocation with regard to the development of the said premises of Schedule 'A' and/or in the matter of construction of the building and/or any defect therein.

- 17. That the Developer shall be liable for any income tax, capital gain tax, wealth tax, goods & GST or any other taxes for transfering the Developer's allocation and the Developer shall have to keep the Land Owners indemnified and re-imbersed against all actions, suits, proceedings and expenses in respect thereof.
- 18. That the Developer shall abide by all the safety norms during construction of the new building and follow all statutory and legal norms and keep the Land Owners indemnified until handing over the Developer's allocation to the intending flat buyers.
- 19. That the Developer shall indemnify and keep the Land Owners indemnified in respect of all costs, expenses, liabilities, claims and / or proceedings arisings out of any acts done in pursuance of the registered power of attorney as aforesaid.
- 20. That the Developer shall indemnify the Land Owners against all cliams and demands of the suppliers contractors, workmen and agents of the Developer on the account whatsoever include any accident or other loss. The Developer shall indemnify the Land Owners from any local problems at the time of construction of the building.
- 21. That the Developer shall indemnify the Land Owners against any demand and/or claim made by any unit holder in respect of the Developer's allocation.

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ARTICLE - IV

Power of Attorney by the Land Owners in favour of Developer i.e. the guide line of the registered Development Power of Attorney which to be registered later on :-

That 'Tara Maa Construction', hereinafter referred to as the lawful attorney, to do the following acts, deeds and things on and from the day of commencement of the development agreement till the completion of the venture and shall remain in force till the completion of the venture, that is to say:-

- (a) that to raise, erect, built the new residential building on the said land and premises of Schedule-'A' as per building plan and as per terms & conditions of the development agreement.
- (b) that to obtain clearances from government departments and authorities including Fire Brigade, the Kolkata Municipal Corporation, Police and/or any other competent authorities as may be necessary.
- (c) that to appoint engineers, surveyors, architects and other experts for smooth construction of the new residential building.
- (d) that to appoint and engage or suspend any worker for the construction work as per development agreement.
 - (e) that to settle any dispute arising in respect of the said premises.
- (f) that to represent before any court of law whether civil, criminal, taxation and/or tribunal whenever required. To sign and verify plaints and written statements, petitions, objections, memo of appeals, affidavits and applications of all kind and file those in any court of law. To engage and appoint any advocate or counsel wherever required.

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- (g) that to settle, compromise of suits of disputes arising out of and/or in connection with aforesaid land & premises on such terms and conditions as the constituted attorney which think fit and proper and to execute such compromise petition for and on our behalf.
- (h) that to appear and represent before the competent authority of Kolkata Municipal Corporation or any other authority concerned on our behalf as and when our said attorney shall deem fit & proper and also to apply for & to effect mutation of the said land & premises in the record of the Kolkata Municipal Corporation and/or Land Revenue department in favour of our names and to sign all application thereof.
- (i) that to take all necessary steps for preparing plan/s and sign all the said plan/s including revised plan, modified plan and if necessity arises to get the same sanctioned from competent authority of KMC and to complete all relating works according to said plan and sign any type of declaration and / or affidavit on my behalf in connection with the same and registered any kinds of declaration thereto i.e. attorney has empower to sign & register the boundary declaration and all other declarations for sanction of building plan and the attorney has also empower to sign on the proposed building plan and the attorney has also empower to sign on the proposed building plan on behalf of us which to be sanctioned, if necessity by the competent authority of building department of KMC.
- (j) that to sign and apply for sanction of drainage/sewerage connection, to obtain electricity, gas, water, telephone or any other nature in the said land and premises of schedule and/or to make

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alteration therein and to choose down and/or have disconnected the same and for that to sign, execute and submit all papers, applications, documents and plans and to do all other act, deeds, and things as may be deem fit proper.

- (k) that to negotiate on terms for and to agree to and enter into and conclude any agreement for sale for the Developer's alocation and sell the same alongwith undivided proportionate share of land attributable thereto in the said premises and/or part thereof to any purchaser or purchasers at such price under absolute discretion of said attorney which the attorney think proper and/or to cancel and/or repudiate the same.
- (I) that to receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money against the said sell of **Developer's allocation** alongwith undivided proportionate share of land attributable thereto in the said premises and/or part thereof and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers. Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances of the said property and/or part thereof in favour of the said purchaser or nominee or assignee.
- (m) that to sign and execute all other deeds, instruments and assurances which our attorney shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said allocation of Developer alongwith undivided proportionate share of land attributable thereto in

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the said premises and/or part thereof. To present any such conveyance or conveyances in respect of said alloation of Developer alongwith undivided proportionate share of land attributable thereto in the said premises and/or part thereof for registration and to admit execution before the competent registration authority for and to have the said conveyance registered and to all acts, deeds and things which said attorney shall consider necessary for sale of the said property and/or part thereof to the purchasers as fully and effectually in all respects.

(n) that the intending flat buyers of Developer's allocated area shall be entitled to take financial assistance at their own risk and responsibility from any private bank, nationalised bank and/or financial institution for the purpose of the completion of the respective flat of the new building by virtue of the Developer's allocation as envisaged in this agreement in Schedule-'C' hereinbelow without infringing the Land Owners' right and interest of the Land Owners' allocation of Schedule-'B' hereunder in any manner whatsoever i.e, only the Developer's allocation shall be mortaged and never the Land Owners' allocation shall be mortaged and charged. The Land Owners shall not raise any objection in this respect because Land Owners allocation is free from all encumbrances whatsoever nature. It is however clarified that in this respect the Land Owners' allocation of Schedule-'B' hereunder as envisaged in this agreement shall not be utilised or be hold liable for such loan amount and the liabilities in regard to the said loan in no way creating responsibilities upon the Land Owners and their family members i.e. the

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liabilities in regard to the said loan shall create responsibilities only upon the Developer's allocation. Be it mentioned here that the above subject matter whether maintaining or not, the Land Owners have right to see the all original title documents time to time at the office of the Developer. Be it further mentioned here that the entire project at the said land and premises of Schedule-'A' shall not be approved by any bank and / or financial institution, at that event there is no question to provide any bank guarantee by the Developer to the Land Owners i.e. the individual home loan shall arries as per guideline mentioned hereinabove.

AND we the Land Owners hereby agreed that all acts, deeds and things lawfully done by said attorney by virtue of registered general power of attorney shall be deemed as acts, deeds and things done by Land Owners personally and the Land Owners undertake to ratify and confirm all those acts, deeds and things.

AND we the Land Owners hereby confirm that this power is irrevocable and shall remain in force till the completion of the venture mentioned without violation of the terms of the said development agreement. Be it mentioned here that this power does not create, constitute or assume any right & interest on Ownership to the Developer on the schedule of land and premises morefully describe hereinbelow.

AND specifically stated that the schedule mentioned property of land and premises hereinbelow is not situated within the Notified and Cantonment area. The schedule mentioned property have no embargo and/or restriction imposed by the Local Authority/Competent

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Authority / Govt. Authority for transfering the land/flat in-question and if restriction previls, in that event Land Owners will be held responsible for that but the aforesaid problem shall be solved by the decission of the both parties.

AND after completion of the venture mentioned in the said registered development agreement i.e. after registering and handover of Developer's allocation on 50% of the built-up area in favour of intending buyers, these power of attorney shall be considered as revoked.

AND we the Land Owners hereby ratify and confirm all and whatsoever other act or acts our said attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the transfer of Developer's allocated area of 50% of the built-up area under and by virtue of this power of attorney.

ARTICLE - V

Miscellaneous :-

- 1. That if the Developer shall require these development agreement to be registered then and in that event upon seven days notice being given to that effect the Land Owners shall remain present at the appropriate registration office to admit & execution of these development agreement and the Developer shall provide proper stamp duty and will make payment all incidental expenses and in no event the Land Owners shall be liable and/or responsible for the same.
- 2. That the Land Owners and the Developer have entered into the agreement purely as a contract and nothing contained herein shall be

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deemed to construct as partnership between the parties. The parties can proceed with this development agreement to complete the entire project successfully.

- 3. That in case any of the parties hereto commit any default in fulfilment of his obligations contained herein and all disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be entitled to specific performance and/or damages before the competent authority of local jurisdiction of court.
- 4. That both the parties do hereby undertake to co-operate with each other in all respect to materialize the development project within the stipulated time as per terms and conditions mentioned hereinabove and both the parties agreed to discuss between them in respect of any disputes and defferences between the parties hereto before any suit at the proper authority of local jurisdiction of court.
- 5. That this agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this agreement be terminated or waived except by written consent of both the parties. Both the parties acknowledge upon signing this agreement, that there are no other conditions, stipulations, representations, guarantees or warranties that have been made by the parties.

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SCHEDULE 'A' ABOVE REFERRED TO

(the said land and premises)

ALL THAT homestead land measuring an area of little more or less 6K.-14Ch.-31sq.ft. with one storied residential building measuring little more or less 900 sq.ft. covered area in E.P. No. 705, S.P. No. 297, in C.S. Plot / Dag No. 4(P) & 559, Mouza - Raipur & Shibpur, J.L. No. 33 & 42, Premises No. 170/342, N.S.C. Bose Road, its postal address 2/5, Netaji Nagar, Kolkata-700092, P.S.-Netaji Nagar, P.O.-Regent Estate, Assessee No. 23-098-06-0342-8, K.M.C. Ward No. 98, District - South 24 Parganas, S.R. & D.R. Office at Alipore and the property butted and bounded in the manner following: —

On the North - 115, Regent Park

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On the South - 2/6, Netaji Nagar / E.P. No. 703 & 704

On the East - 2/4, Netaji Nagar / E.P. No. 709

On the West - 15' wide road

SCHEDULE 'B' ABOVE REFERRED TO

(Land Owners! allocation)

Save and except the Developer's allocation as described in the Schedule - 'C' hereunder, the Land Owners herein Sri Dipak Chandra Banerjee, Sri Krisanu Bandyopadhyay, Smt. Sabita Banerjee and Smt. Shoma Menon are jointly entitled to hold and enjoy six (6) residential flats on different floors and three (3) car parking spaces on the

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ground floor under the front-back adjustment system at the new G+IV storied residential building, six flats out of which (i) one flat on the 1st floor from south-west side measuring about 880 sq.ft. build-up area, (ii) one flat on the 3rd floor from south-west side measuring about 880 sq.ft. build-up area (iii) one flat on the 2nd floor from north-west side measuring about 880 sq.ft. build-up area, (iv) one flat on the 2nd floor from south-west side measuring about 880 sq.ft. build-up area, (v) one flat on the 4th floor from east-south side measuring about 880 sq.ft. build-up area and (vi) one flat on the 4th floor from north-west side measuring about 880 sq.ft. build-up area togetherwith undivided proportionate share in the land of Schedule-'A' hereinabove togetherwith rights on common portions as per Schedule-'D' hereinabove togetherwith liabilities to pay the proportionate cost on common portions of the new building as per Schedule - 'E' hereinableow togetherwith common restrictions as per Schedule - 'F' hereunder written.

Be it mentioned here that after taking Possession Letter from the aforesaid Developer, the party of the First Part herein amicably shall settled their individual flat with car parking space and thereafter shall make registration the partition deed among themselves to legalise their individual flats with car parking space and by virtue of above mentioned partition deed, the party of the First Part herein shall have right and liberty to mutate individual name as owner in respect of the individual flats with car parking space in the records of the competent authority of Kolkata Municipal Corporation at individual cost. The party of the First Part herein individually shall hereafter peaceably and quietly hold,

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possess and enjoy their individual flats with car parking space as its absolute owner and possessor with absolute rights to sell, transfer, gift, mortage, lease, convey whatsoever as its absolute owner and possessor without any lawful eviction, claim, interruption, demand whatsoever from other one of the First Part herein.

Be it mentioned here that the party of the Land Owners of First Part herein shall have right either to enjoy the entire Land Owners' allocated area which is 50% of constructed area or to sale any flat of the Land Owners' allocated area to any intending buyers and shall have right to enjoy the sale consideration amount — and the Land Owners shall have full right to make registration the deed of conveyances in favour of intending flat / car parking buyers without interruption of the Developer of Second Part herein.

SCHEDULE 'C' ABOVE REFERRED TO

(Developer's allocation)

Save and except the Land Owners' allocation as described in the Schedule - 'B' hereinabove, the Developer is entitled to hold and enjoy six (6) residential flats on different floors and three (3) car parking spaces on the ground floor under the front-back adjustment system at the new G+IV storied residential building, six flats out of which (i) one flat on the 1st floor from north-west side measuring about 880 sq.ft. build-up area, (ii) one flat on the 1st floor from south-east side measuring about 880 sq.ft. build-up area, (iv) one flat on the 3rd floor from south-east side measuring about 880 sq.ft. build-up area, (iv) one flat on the 3rd floor from south-east side measuring about 880 sq.ft. build-up area,

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build-up area and (vi) one flat on the 4th floor from south-west side measuring about 880 sq.ft. build-up area togetherwith undivided proportionate share in the land of Schedule-'A' hereinabove togetherwith rights on common portions as per Schedule-'D' hereinbelow togetherwith liabilities to pay the proportionate cost on common portions of the new building as per Schedule - 'E' hereinbelow togetherwith common restrictions, as per Schedule - 'E' hereinbelow togetherwith common

Be it mentioned here that the party of the Developer of Second Part herein shall have right to sale the entire Developer's allocated area which is 50% of the constructed area by virtue of the registered development agreement to any intending buyers and shall have right to enjoy the sale consideration amount and by virtue of registered development power of attorney, the Developer has full right to make registration the deed of conveyances in favour of intending flat / car parking buyers without interruption of the Land Owners of First Part herein.

SCHEDULE 'D' ABOVE REFERRED TO

(common rights on the common portion for all unit owners)

- (i) ultimate roof, staircases, lift and lift well.
- (ii) staircase landings on all floors from the ground to the ultimate roof.,
- (iii) common passage,
- (iv) water pump, water tank, reservoir, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
- (v) common electrical wiring, fittings and fixtures.

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- (vi) drainage and sewers.
- (vii) boundary walls and main gates.

(viii) such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and areas including side spaces and back spaces to be left open according to building plan.

SCHEDULE 'E' ABOVE REFERRED TO

The expenses proportionately shall inter-alia include all expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing, insurance, litigation, rates & taxes and outgoings and staff expenses for the said building. Any other expneses that may be incurred for rendering maintenance and operation of all the common parts, utilities, facilities, amenities and any other amenities not specifically mentioned.

SCHEDULE- "F" ABOVE REFERRED TO

(Covenants, terms, conditions and obligations to be observed and performed by the all occupiers of the building)

1. That the common areas and facilities shall remain undivided and no owner of any flat or portion of the said building shall entitled to make partition or division and/or cause to obstruct and do any act or things whereby the use and enjoyment of the common parts of the said building and/ or said premises be in any way prejudicially effected or vitiated thereof.

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- 2. That the all flat owners will enjoy the ultimate roof for their day to day purposes and the said roof will be maintained by all the flat owners of the said building. Without permission of the flat owners association, all other purpose on the ultimate roof shall be restricted.
- 3. That none owners or occupiers of the flat in the said building shall at any time demolish or remove or damage or cause to be damaged the flats and/ or any parts thereof for any addition & alteration except for repair and/or replace any fixture and fittings and/or reconstruction in case its becoming heavily damaged in the elevation or outside colour scheme of the flat.
- 4. That none flat owners/occupiers shall throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuses within the compound of the premises or any portion of the said building.
- 5. That none flat owners shall keep and store in their flat any goods or hazardous or inflammable or combustible nature for which are so heavy as to adversely affect the construction of the structure of the said building excepting the cooking gas or kerosene for cooking purpose.
- 6. That not to use the flat or any part thereof for any purpose as to cause nuisance, annoyance to the owners and occupiers of the other flats nor shall use or allow the flat to be used for any illegal or immoral purpose.
- 7. That not to make any noise by use or play on any musical instrument, radio, television or amplifiers beyond permissible limits as per law or do any work to act conduct himself/herself/themselves in such a way that may reasonably cause irritation, annoyance or disturbances to any other resident or neighbour.

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8. That none flat owner/s shall have no right to park any two wheeler at the entrance gate of the building and also shall not use the said space to keep his/their cycle.

SCHEDULE - 'G' ABOVE REFERRED TO

(Specification of work schedule)

Preamble ,:

Plynth height of the building from the road level shall be minimum 2' and the entire super structure shall be 10 years guranted from the day of handover the possession right from any kind of damages.

Foundation / Concrete / Structural France :

All RCC works in foundations, columns, beams, slabs, lintels, chajjas etc. will be in 4:2:1 ratio. Be it mentioned here that rod, cement, stonechip and sand shall be used most market known good quality materials.

External Walls:

8" thick brick work with standard brick will be in cement morter 1:5.

Partition Walls and Interior Walls:

5" thick brick work with a standard brick in cement morter 1:4.

External / Internal Plaster:

- (a) 12mm thick inside plaster with sand cement mortar in 6:1 ratio.
- (b) 19 mm thick outside plaster with sand cement mortar in 4:1 ratio.

Be it mentioned here that plastering shall be with coarse variety of sands.

Doors: (a) Main door frame of each flat shall be sal wood and frame

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of the main door shall be tick wood with godrej lock, key hole and one musical calling bell. (b) All other inside doors of each flat shall be sal wood and frame shall be commercial water proof (flush type door) with filmy glassy finish and the performace standard of the doors will be green ply standard with 11/2" thickness (marbon brand with 5 years guaranted) and (c) Toilet / w.c. / kitchen of each flat shall be completed by the PVC make frame and doors.

Flooring 2 Entire floor of the each flat shall be finished by vitrified tiles.

All landings and stairs of the building from ground to ultimate roof will be provided with genuine marble finish.

Window: All windows of each flat shall be aluminum channel fitted with glass and integrated grill to be completed.

Kitchen: Cooking platform top will be green granite and steel sink shall be provided. Kitchen walls upto 3ft height from kitchen top with digitial tiles. C/P bib cock shall be provided in the kitchen for water supply. One 15 amp plug point for mixure machine, micro-oven and other purposes. One exhaust fan point or chimney point to be provided. One general plug point for different work. One point for accquaguard:

Toilet: Floor shall be finished by marble. Digital tiles upto 6' hight from the floor level shall be finished on four side walls. Concealed water pipe line for hot & cold water supply to gizer point and general water point. One basin for hand wash. Western comode with cistern and C/P bib cock shall be provided. One exhaust fan point, one light point and one general plug point shall be provided. Toilet fittings shall be MNC make brand, mainly Hindware / Marc.

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W.C.: Digital tiles upto 6' hight from the floor and shall be finished on four side walls with concealed pipe line for water supply to general water point. One basin for hand wash. Western comode with cistern and C/P bib cock shall be provided. One exhaust fan point, one light point and one general plug point shall be provided.

Drawing / Dining / Living Room: Two fan points, two/three light points, one 15 amp. power point for washing machine, one 5 amp. power point, one TV point. One basin with water line for hand wash.

Bed Room: One fan point, two light points, one 5 amp. power point.

A.C. point shall be provided on each room of each flat.

Balcony: Shall be vitrified tiles finished with 3' height steel finished railing.

One 5 amp plug point, one light point and one fan point.

Electrical wiring: All wires will be concealed and shall be completed by phenolex copper wires of proper gauge. All priti switch boards to be sheet metals / plug / socket etc. are to be provided on all electrical points. Separate electric meter for each flat alongwith MCB for each flat with meter isolotor. Piano / Anchor switch will be provided.

Water supply: Corporation water connection will be provided in the complex / building. One under ground water reservoir for storing the Kolkata Municipal Corporation supplied water. One / two / three overhead water tank to be provided. Adequate horse power capacity of autopump system with motor of a reputed branded company available

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in the market shall be provided for lifting water from under ground water reservoir to overhead water reservoir/s and shall be connected with each flat for smooth supply. Be it mentioned here that the water supply from the overhead water tank shall be scientific i.e. ring line is mandetory for healthy water distribution to each flat.

Lift: Five persons capacity lift to be provided.

Sanitary: All sanitary fittings shall be best quality available in the market.

Painting:

- (a) All interior walls of each flat shall be paris and thereafter shall be finished by colour paint (distemper) colour shall be selected by the flat owner/s.
- (b) All outside walls shall be parish finished and thereafter weather coat colour based paint will be used.
- (c) Synthetic primer will be provided on all wooden and steel finished work.

Roofing:

Ultimate roof to be completed by I.P.S. finish. 3' height parapet wall to be completed.

Watch Dog: Watch dog shall mean, the entire building shall be covered by latest C.C. TV Camara for security of the residents of the building.

Lighting: Four side of the building shall be lighting and provision of gardening shall be provided and to be properly lighting.

Extra charges for any extra work other than the specifications mentioned hereinabove shall be totally pay by the Land Owners to the Developer before taking possession of Land Owners allocation otherwise respective flat/s of individual Land Owners shall be held-up.

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IN WITNESS we, the said Land Owners and Developer have hereto put our signatures on this the .. 22 day of November 2023.

Signed, sealed and delivered in the presence of following witness.

Full signature with complete address of the following witness.

2. Punyabnata Ray Good his 8A, Pallisea Kal- Frong

2. Krism Bandyspadhym 3. Salita Banerjee

A. Imenon

Signature of the Land Owners First Part herein

Sri Dipak Chandra Baneriee Sri Krisanu Bandyopadhyay Smt. Sabita Banerjee Smt. Shoma Menon

Gora Chand Pany

Signature of the Developer Second Part herein

'Tara Maa Construction' signed by its proprietor Sri Gora Chand Paul

As per available documents and informations supplied by parties herein Drafted by me at my office :

Mr. Punyabrata Roy Chowdhury Senior Advocate

Enrollment No. WB/1422/1980 Alipore Judges' Court

Office : 8A, Pallisree, Kol-92,

Mobile: 98303 29585

Compared the drafting by me with the relevant documents supplied by parties herein and readover before the parties.

Miss, Sraboni Ghosh

Advocate

Enrollment No: F/1396/1073 of 2019

Alipore Judges' Court

Office: 9/29 Netaji Nagar, Kol-92

Mobile: 8697502211

MEMO OF CONSIDERATION

RECEIVED Rs. 30,00,000/- (Rupees thirty lakh) only from the Developer of Second Part herein as full and final additional consideration amount, in the manner as hereunder:

MEMO

By Cheque No. 000956 dt. 99/11/2029
 on Bank of Baroda, Bansdroni Branch
 in forces of IDinak Chandre Bassarias

in favour of 'Dipak Chandra Banerjee'

Rs. 10,00,000.00

2. By Cheque No. 000357, dt. 22/1/2023 on Bank of Baroda, Bansdroni Branch in favour of 'Krisanu Bandyopadhyay'

Rs. 10,00,000.00

3. By Cheque No. 000958, dt. 221129-645000, on Bank of Baroda, Bansdroni Branch, in favour of

'Sabita Banerjee and/or Shoma Menon'

Rs. 10,00,000.00

Total: Rs. 30,00,000.00

Full signature of Witness :-

1. Sabori Ghod

2. Punyabanta Roy Gasting

1. Difar Cordo Pringo 2. Krisam Landyopallyus

3. Saluta Banerjee

4 Junewon

Signature of the Land Owners First Part herein Sri Dipak Chandra Banerjee

Sri Krisanu Bandyopadhyay Smt. Sabita Baneriee

Smt. Sabita Banerjee Smt. Shoma Menon L depar Change Banga

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1604-2023, Page from 437388 to 437451
being No 160413923 for the year 2023.



(del

Digitally signed by Anupam Halder Date: 2023.11.28 16:46:12 +05:30 Reason: Digital Signing of Deed.

(Anupam Halder) 28/11/2023 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS West Bengal.



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

Query No / Year	2000485300/2023	Office where deed will be registered		
Query Date	22/02/2023 11:56:51 AM	Deed can be registered in any of the offices mentioned on Note: 11		
Applicant Name, Address & Other Details	SRABONI GHOSH ALIPORE JUDGES COURT, Thana: PIN - 700027, Mobile No.: 8697502	Alipore, District : South 24-Parganas, WEST BENGAL, 211, Status :Advocate		
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction		[4308] Agreement [No of Agreement : 2], [4311] Receipt [Rs : 30,00,000/-]		
agreement Set Forth value		Market Value		
Rs. 4/-		Rs. 94,66,656/-		
Total Stamp Duty Payable	(SD)	Total Registration Fee Payable		
Control of the contro		Rs. 30,021/- (Article:E, E, B)		
Rs. 10,021/- (Article:48(g)) Mutation Fee Payable Expected date of Presentation of Deed		Amount of Stamp Duty to be Paid by Non Judicial Stamp		
		Rs. 100/-		
Remarks				

Land Details:

District: South 24-Parganas, Thana: Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: N S C Bose Road (Netaji Nagar Colony), , Premises No: 170/342, , Ward No: 098, Pin Code: 700092

Sch	Plot	Khatian	Land	UseROR	Area of Land	SetForth Value (In Rs.)		
L1	(RS:-)	Mumber	Bastu		6 Katha 14 Chatak 31 Sq Ft	2/-		Width of Approach Road: 15 Ft.,
	Grand	Total:			11.4148Dec	21-	88,59,156 /-	

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	(In Rs.)	Other Details
31	On Land L1	900 Sq Ft.	2/-	6,07,500/-	Structure Type: Structure

21-

6,07,500 /-



Total: 900 sq ft

Land Lord Details

31	d Lord Details : Name & address	Status	Execution Admission
0			Details :
1	Mr DIPAK CHANDRA BANERJEE Son of Late RAMESH CHANDRA BANERJEE, 2/5, NETAJI NAGAR, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ADxxxxxx6C, Aadhaar No.: 90xxxxxxxx9459, Status Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self Executed by: Self
2	Mr KRISANU BANDYOPADHYAY Son of Late BARUN CHANDRA BANERJEE,2/5, NETAJI NAGAR, City, P.O REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AFxxxxxxx4R, ,Aadhaar No Not Provided by UIDAIStatus: Individual, Executed by: Self To be Admitted by: Self	Individual	To be Admitted by: Self
3	The state of the s	Individual	Executed by: Self To be Admitted by: Self
4	Smt SHOMA MENON Daughter of Late ARUN BANERJEE, BLOCK 401, S.N. GHOSH AVENUE, ELACHI, City:-, P.O:- NARENDRAPUR, P.S:- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN:- 700103 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AVXXXXXXOL, Aadhaar No.: 45xxxxxxxxx0550, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

SI	Namo & address	Status	Execution Admission Details :
- 1	TARA MAA CONSTRUCTION (Sole Proprietoship) 2/50, NETAJI NAGAR, City:-, P.O:- REGENT ESTATE, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 PAN No. ARxxxxxx1A, ,Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by Representative

Representative Details:

SI	Name & Address	Representative of
	Mr GORA CHAND PAUL Son of Late MAHENDRA NATH PAUL2/50, NETAJI NAGAR, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 708092 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ARXXXXXX1A, Aadhaar No.: 68xxxxxxxx4546	TARA MAA CONSTRUCTION (as SOLE PROPRIETOR)



Identifier Details :

Name & address

Miss SRABONI GHOSH

Daughter of Mr BASUDEB GHOSH 9/29, NETAJI NAGAR, City:-, P.O.- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India,

PIN: - 700092. Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India., Identifier Of Mr DIPAK CHANDRA BANERJEE, Mr KRISANU BANDYOPADHYAY, Smt SABITA BANERJEE, Smt SHOMA MENON, Mr GORA CHAND PAUL

Transf	er of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr DIPAK CHANDRA BANERJEE	TARA MAA CONSTRUCTION-2.8537 Dec
2	Mr KRISANU BANDYOPADHYAY	TARA MAA CONSTRUCTION-2.8537 Dec
3	Smt SABITA BANERJEE	TARA MAA CONSTRUCTION-2.8537 Dec
4	Smt SHOMA MENON	TARA MAA CONSTRUCTION-2.8537 Dec
	fer of property for S1	
-	From	To. with area (Name-Area)
1	Mr DIPAK CHANDRA BANERJEE	TARA MAA CONSTRUCTION-225 Sq Ft
2	Mr KRISANU BANDYOPADHYAY	TARA MAA CONSTRUCTION-225 Sq Ft
3	Smt SABITA BANERJEE	TARA MAA CONSTRUCTION-225 Sq Ft
4	Smt SHOMA MENON	TARA MAA CONSTRUCTION-225 Sq Ft

Sc No	and Land or Building Details a Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details	
L1	Assessment No.: 230980603428 Premises No.: 170/342 Ward No.: 098 Street Name: NETAJI SUBHAS CHANDRA BOSE ROAD		Owner Name: SRI RAMESH CHANDRA BANERJEE Owner Address: 2/5 NETAJINAGAR COLONY, CALCUTTA-40 Pin No.:	Character of Premises: Total Area of Land:	

Note:

- If the given information are found incorrect, then the assessment made stands invalid. 1.
- Query is valid for 30 days (i.e. upto 24-03-2023) for e-Payment . Assessed market value & Query is valid 2. for 30 days.(i.e. upto 24-03-2023)
- 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. 3.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is 5. more than 5,000/- or both w.e.f. 2nd May 2017.



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

Major Information of the Deed

Deed No :	1-1604-13923/2023	BANKE STORY			
Query No / Year		Date of Registration 22/11/2023			
Query Date 22/02/2023 11:56:51 AM Applicant Name, Address SRABONI GHOSH ALIPORE JUDGES COURT TO		Office where deed is registered			
		D.S.R IV SOUTH 24-PARGANAS District			
		South 24-Parganas a: Alipore, District : South 24-Parganas, WEST o.: 8697502211, Status :Advocate			
Transaction	THE RESERVE OF THE PARTY OF THE	0. 3097502211, Status Advocate			
[0110] Sale, Development	Agreement or Construction	Additional Transaction			
agroement Set Forth value	A STATE OF THE STA	[4306] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 30,00,000/-]			
Rs. 4/-	The second secon	Market Value			
		Rs. 94,66,656/-			
Stampouty Paid(SD)		Registration Fee Paid			
Rs. 10,021/- (Article:45(g))		Rs 30.053/- (Article/E E D)			
Remarks	Received Rs. 50/- (FIFTY only)) from the applicant for issuing the assement allo.(Un			

Land Details:

District: South 24-Parganas, P.S.- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: N.S.C. Bose Road (Neta) Nagar Colony); Premises No: 170/342, Ward No: 098 Pin Code: 700092

No L1	Number	Khatian Number	Land Proposed	Use ROR	Area of Land			Other Details
	(RS:-)		Bastu		8 Katha 14 Chatak 31 Sq	2/-	88,59,156/-	Width of Approach Road: 15 Ft.,
	Grand	Total:			11.4148Dec	2/-	88,59,156 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	900 Sq Ft.	2/-	The state of the s	The state of the s
	Gr Floor Assault				Structure Type: Structure ge of Structure: 0Year, Roof Type:

Land Lord Details :

SI No	Name, Address Photo, Finger	orint and Signa	ture					
1	Name (A SEE	Photo	Finger Print	Signature				
Section Section	Mr DIPAK CHANDRA BANERJEE (Presentant) Son of Late RAMESH CHANDRA BANERJEE Executed by: Self, Date of Execution: 22/11/2023 , Admitted by: Self, Date of Admission; 22/11/2023 ,Place : Office		Captured	Africa Conde Benegan				
		12/11/033	2011/0000	33071/3423				
	West Bengal, India, PIN:- 7	00092 Sex: Mi C, Aadhaar No 023	ale, By Caste: Hindu b: 90xxxxxxxxx9459,	vpur, District:-South 24-Parganas, , Occupation: Others, Citizen of: Status :Individual, Executed by: Sel Office				
2	Name	Photo	Finger Print	Signature Signature				
	Mr KRISANU BANDYOPADHYAY Son of Late BARUN CHANDRA BANERJEE Executed by: Self, Date of Execution: 22/11/2023 , Admitted by: Self, Date of Admission: 22/11/2023 ,Place : Office		Captured	Kom Budgadh -				
		22/11/2020	22/11/2023	23H U28US				
	West Bengal, India, PIN:- 70 India, PAN No.:: AFxxxxxx4 Self, Date of Execution: 22/							
3	Name	Photo	Finger Print	Signature				
3	Smt SABITA BANERJEE Wife of Late ARUN BANERJEE Executed by: Self, Date of Execution: 22/11/2023 , Admitted by: Self, Date of Admission: 22/11/2023 ,Place : Office		Captured	Soline Beregue.				
		23/11/2003	2211022	38/11/0023				
	West Bengal, India, PIN:- 70	0092 Sex; Fe xx2A, Aadhaar 11/2023	emale, By Caste: Hin No: 44xxxxxxxxx66	vpur, District:-South 24-Parganas, du, Occupation: House wife, Citizen 73, Status :Individual, Executed by:				

Namo	Photo:	Finger Print	APPLICATION CONTRACTOR
Smt SHOMA MENON Daughter of Late ARUN BANERJEE Executed by: Self, Date of Execution: 22/11/2023 , Admitted by: Self, Date of Admission: 22/11/2023 , Place : Office		Captured	Sugnature
A SHARE WILLIAM	22/11/2523	23/1U20/2	2071/09/23

BLOCK 401, S.N. GHOSH AVENUE, ELACHI, City:-, P.O:- NARENDRAPUR, P.S:-Sonarpur, District:South 24-Parganas, West Bengal, India, PIN:- 700103 Sex: Female, By Caste: Hindu, Occupation:
Service, Citizen of: India, PAN No.:: AVxxxxxx0L, Aadhaar No: 45xxxxxxx0550, Status: Individual,
Executed by: Self, Date of Execution: 22/11/2023
, Admitted by: Self, Date of Admission: 22/11/2023 ,Place: Office

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
	TARA MAA CONSTRUCTION 2/50, NETA,II NAGAR, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District-South 24-Parganes, West Bengal, India, PIN:- 700092, PAN No.:: ARxxxxxx1A,Aadhaar No Not Provided by UIDAI, Status : Organization,

Representative Details:

Name	Photo	Finger Print	Signature
Mr GORA CHAND PAUL Son of Late MAHENDRA NATH PAUL Date of Execution - 22/11/2023, Admitted by: Self, Date of Admission: 22/11/2023, Place of Admission of Execution: Office		Que Captured	la santa
	PHY 22 2023 12:50PM	22/10/22	\$81M803
West Record India Piny 700	P.O REGENTE	STATE, P.S:-Jad	avpur, District:-South 24-Parganar occupation: Business, Citizen of: In

Identifier Details:

Name	Photo	Finger Print	Signature
Miss SRABONI GHOSH Daughter of Mr. BASUDEB GHOSH 9/29, NETAJI NAGAR, City-, P.O:- REGENT ESTATE, P.S:-Jacksypur, District-South 24-Parganas, West Bengal, India, PIN:- 700092		(Captured	Balan and
	22/11/2023	22/11/2023	22/11/2023

Identifier Of Mr DIPAK CHANDRA BANERJEE, Mr KRISANU BANDYOPADHYAY, Smt SABITA BANERJEE, Smt SHOMA MENON, Mr GORA CHAND PAUL

Trans	fer of property for L1	A DESCRIPTION OF THE PARTY OF T
	From	To, with area (Name-Area)
1	Mr DIPAK CHANDRA BANERJEE	TARA MAA CONSTRUCTION-2.8537 Dec
2	Mr KRISANU BANDYOPADHYAY	TARA MAA CONSTRUCTION-2.8537 Dec
3	Smt SABITA BANERJEE	TARA MAA CONSTRUCTION-2.8537 Dec
4	Smi SHOMA MENON	TARA MAA CONSTRUCTION-2.8537 Dec
Trans	for of property for S1	The state of the s
	From	To. with area (Name-Area)
1	Mr DIPAK CHANDRA BANERJEE	TARA MAA CONSTRUCTION-225.00000000 Sq Ft
2	Mr KRISANU BANDYOPADHYAY	TARA MAA CONSTRUCTION-225,00000000 Sq Ft
3	Smt SABITA BANERJEE	TARA MAA CONSTRUCTION-225.00000000 Sq Ft
4	Smt SHOMA MENON	TARA MAA CONSTRUCTION-225.00000000 Sq Ft

Endorsement For Deed Number: 1 - 160413923 / 2023

On 22-11-2023

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) 45(1), W.B. Registration Rules 1952)

Presented for registration at 12:52 hrs on 22-11-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr. DIPAK CHANDRA BANERJEE, one of the Executants.

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

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

Execution is admitted on 22/11/2023 by 1. Mr DIPAK CHANDRA BANERJEE, Son of Late RAMESH CHANDRA BANERJEE, 2/5, NETAJI NAGAR, P.O; REGENT ESTATE, Thana: Jadavpur., South 24-Parganae, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Others, 2. Mr KRISANU BANDYOPADHYAY, Son of Late BARUN CHANDRA BANERJEE, 2/5, NETAJI NAGAR, P.O; REGENT ESTATE, Thana: Jadavpur., South 24-Parganae, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Service, 3, Smt SABITA BANERJEE, Wife of Late ARUN BANERJEE, 2/5, NETAJI NAGAR, P.O; REGENT ESTATE, Thana: Jadavpur, South 24-Parganae, WEST BENGAL, India, PIN - 200102, by caste Hindu, by Profession House wife, A. Smt SHOMA MENON. On the Parganae of Late BENGAL, India, PIN - 700092, by caste Hindu, by Profession House wife, 4, Smt SHOMA MENON, Daughter of Late ARUN BANERJEE, BLOCK 401, S.N. GHOSH AVENUE, ELACHI, P.O. NARENDRAPUR, Thana: Sonarpur, , South 24-Parpanas, WEST BENGAL, India, PIN - 700105, by caste Hindu, by Profession Service

Indetified by Mns SRABONI GHOSH, , , Daughter of Mr BASUDEB GHOSH, 9/29, NETAJI NAGAR, P.O. REGENT ESTATE, Thana: Jadavpur, , South 24-Perganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession

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

Execution is admitted on 22-11-2023 by Mr GORA CHAND PAUL, SOLE PROPRIETOR, TARA MAA CONSTRUCTION (Sole Proprietoship), 2/50, NETAJI NAGAR, City:-, P.O:- REGENT ESTATE, P.S.-Jadavpur, District.-South 24-Parganas, West Bengal, India, PIN:- 700092

Indetfied by Miss SRABONI GHOSH, , , Daughter of Mr BASUDEB GHOSH, 9/29, NETAJI NAGAR, P.O: REGENT ESTATE, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 30,053.00/- (B = Rs 30,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 30,021/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/02/2023 2:52PM with Govt. Ref. No: 192022230310357138 on 24-02-2023, Amount Rs: 30,021/-, Bank: SBI EPay (SBiePay), Ref. No. 7145768234037 on 24-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

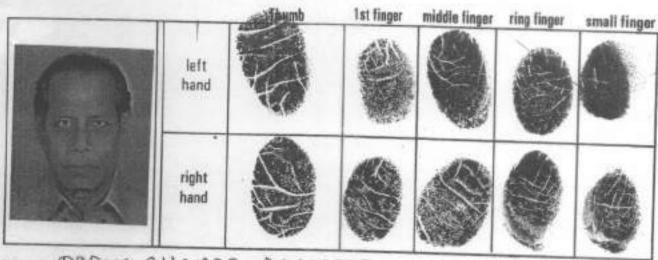
Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs. 100.00/-, by online = Rs. 9,921/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 6582, Amount: Rs.100.00/-, Date of Purchase: 07/02/2023, Vendor name:

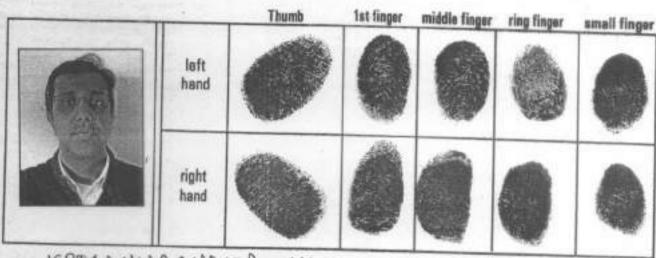
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/02/2023 2:52PM with Govt. Ref. No. 192022230310357138 on 24-02-2023, Amount Rs: 9,921/-, Bank: SBI EPay (SBIePay), Ref. No. 7145768234037 on 24-02-2023, Head of Account 0030-02-103-003-02



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



Name DIPAK CHANDRA BANERJEE
Signature Kibak Chandra Francija



Name KRESANU BANDYOPADHYAY
Signature Frank Pandyang Lyng

	11	Thumb	1 1st finger	middle finger	ring finger	small finger
	left hand		0		0	0
TO B	right hand		9			

Name SARGIA BANERJEE Signature Sollita Ramoriee,

	11 . 1	Thumb	1st finger	middle finger	ring finger	small finger
	left hand		1			
РНОТО	right hand	/				

Name....

Signature

-		Thumb	1st finger	middle finger	ring finger	small finger
	left hand	9	0		0	0
	right hand		0		0	0

Name SHOMA MENON
Signature Inchor

	Thumb	1st finger	middle finger	ring finger	small finger
left hand	0	0	0	0	0
right hand		0		ring finger	

Name GORG CHAND PAOL

Signature Good Chan Port