

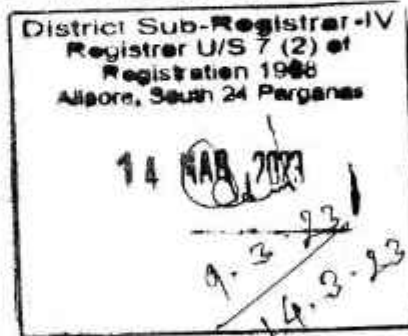


पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AN 064912

09/03/2023
05-2000575576/2023
6.20 P.M.

that the document is registered for
100. The signature sheet and the
other sheets attached with it
are the only of this document.



THIS DEVELOPMENT AGREEMENT ALONGWITH DEVELOPMENT
POWER OF ATTORNEY is made this the 9th day of March Two
Thousand and Twenty Three (2023)

BETWEEN

6-20F
9/3/23

AS

AS

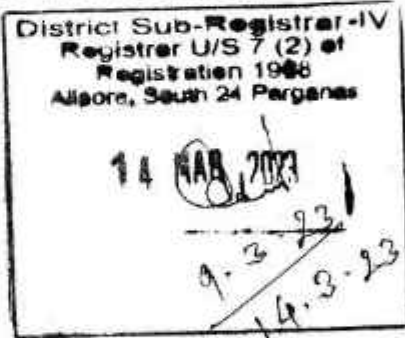


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POWER OF ATTORNEY is made this the 9th day of March Two
Thousand and Twenty Three (2023)

BETWEEN

6-20F
9/3/23

AN
Associate

(1) **SRI NILADRI GHOSH**, (PAN-AMWPG7604A), Aadhaar No.8311 9154 6972, son of Late Dulal Kumar Ghosh, by Occupation : Service, (2) **SMT. MADHUMITA GHOSH**, (PAN-AMWPG7605B), Aadhaar No.2103 2837 8058, wife of Late Dulal Kumar Ghosh, by Occupation – Business, (3) **MISS NEHA GHOSH**, (PAN-BZPPG3298H), Aadhaar No.7791 6904 3977, daughter of Late Dulal Kumar Ghosh, by Occupation – Service, all (1) to (3) by Faith-Hindu, all (1) to (3) by Nationality – Indian, all (1) to (3) residing at VASUNDHARA RESIDENCY, 2nd Floor, Flat No.2B, 42, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, (4) **SMT. BHARATI GHOSH**, (PAN-BLJPG2555H), Aadhaar No.6785 4953 7940, wife of Late Amal Kumar Ghosh, by Occupation – Homemaker and (5) **MISS NEELANJANA GHOSH**, (PAN-DAHPPG4199A), Aadhaar No.5773 6230 0107, daughter of Late Amal Kumar Ghosh, by Occupation – Service, both (4) and (5) by Faith-Hindu, both (4) and (5) by Nationality – Indian, both (4) and (5) residing at VASUNDHARA RESIDENCY, 2nd Floor, Flat No.2C, 42, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, hereinafter called the “OWNERS/FIRST PARTIES” (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heir/heirs, executor /executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the **ONE PART**

AND

M/S. D.S. ENTERPRISE, (PAN-AAMFD1046R), a Partnership Firm having its office at 45, Talpukur Baghajatin Road, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, represented by its Partners namely (1) **SMT. SNIGDHA SAHA**, (PAN - ARSPS6953K), (Aadhaar No. 6109 7694 6708), wife of Sri Sumantra Saha, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at J/27, Baghajatin Pally, P.O. Jadavpur University P.S. Jadavpur, Kolkata – 700 032 and (2)**SMT. MADHUMITA GHOSH**, (PAN-AMWPG7605B), Aadhaar No.2103 2837 8058, wife of Late Dulal Kumar Ghosh, by Occupation – Business, by Faith-Hindu, by Nationality – Indian, residing at VASUNDHARA RESIDENCY, 2nd Floor, Flat No.2B, 42, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, hereinafter called and the “DEVELOPER/ **SECOND PARTY**” (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executor/ executors, administrator/ administrators, assign/ assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **OTHER PART**.

WHEREAS one Kazi Sadat Ali Wakfs Estate was lawful absolute owner of land 1.20 acres in C.S. Dag Nos. 31, 33 and 34 of C.S. Khatian No.13 and at present recorded in R.S. Dag Nos. 40, 42 and 43 of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No.17 of Mouza- Chak Masar, formerly P.S. Jadavpur, presently P.S. Patuli, Kolkata-700 086, District 24-Parganas (South);

AND WHEREAS one Hirendra Lal Sarkar who purchased the aforesaid property from the Mutwallis of the said Kazi Sadat Ali Wakfs Estate with the approval of the Commissioner of Wakfs and on deposit of the consideration price therefore with the Wakfs Bank;

AND WHEREAS one Smt. Mati Rani Ghosh, wife of Late Saroj Kumar Ghosh, of Village Paschim Rajapur, P.S. Jadavpur, Kolkata - 700 032, District South 24-Parganas absolutely owned aforesaid property on the basis of her purchase by registered Kobala dated 27.01.1968 from said Hirendra Lal Sarkar and the said Kobala was registered with the Sub- Registrar of Alipore, 24 Parganas, and recorded in Book No. 1, Volume No. 18, Pages 176 to 183, Being No. 532, in the year 1968.

AND WHEREAS one Sri Hiralal Roy, son of Late Bipin Behari Roy and Smt. Mahamaya Roy, wife of Sri Hiralal Roy, then both were residing at Village Chakmasar, P.S. Jadavpur, Kolkata-700 086, were in wrongful possession of the aforesaid property having no right, title or interest therein but they claimed that they entered into an Agreement for Sale with the Constituted Attorney of the Mutwallis of the said Wakfs Estate of Kazi Sadat Ali in respect of the aforesaid property.

AND WHEREAS one Sri Kiron Chandra Bardhan of 26E, Baghajatin Colony, P.S. Jadavpur, Kolkata - 700 086, as Plaintiff filed a suit in the 1st Court of Munsiff at Alipore against the said Sri Hiralal Roy and Smt. Mahamaya Roy, for declaration of his title and permanent injunction in respect of the aforesaid property and the said suit being transferred to the Second Additional Court of the Munsiff at Alipore and was renumbered as Title Suit No. 57 of 1975. Also previously said Smt. Mati Rani Ghosh

filed in the 1st Court of the Munsiff at Alipore a suit for declaration of her title in respect of the entire aforesaid land and recovery of possession of 4 Cottahs of land on which the said Sri Hiralal Roy and Smt. Mahamaya Roy wrongfully raised hutments and upon transfer to the Second Additional Court of the Munsiff at Alipore the said suit was renumbered as Title Suit No. 63 of 1975;

AND WHEREAS said both Title Suit No. 57 of 1975 and Title Suit No. 63 of 1975 were heard analogously and upon such contested hearing, the Learned Second Additional Court of the Munsiff at Alipore was pleased to dismiss Title Suit No. 57 of 1975 filed by said Kiron Chandra Bardhan and decreed that the Title Suit No. 63 of 1975 filed by the said Smt. Mati Rani Ghosh in favour of her with the finding that she (Smt. Mati Rani Ghosh) was the rightful owner of the entire suit property / aforesaid land and the said Sri Hiralal Roy and Smt. Mahamaya Roy were in illegal and wrongful possession of aforesaid 4 Cottahs of land and the Learned Second Additional Court of the Munsiff at Alipore was also pleased to pass that said Kiron Chandra Bardhan and the Commissioner of Wakfs had no right, title, interest or possession in respect of the suit land/aforesaid land,

AND WHEREAS said Sri Hiralal Roy and Smt. Mahamaya Roy, against the said Judgement and Decree of the Learned Second Additional Court of Munsiff at Alipore, preferred Title Appeal No. 1001 of 1979 and also said Kiron Chandra Bardhan preferred Title Appeal Nos. 1037 of 1979 and 1038 of 1979 all in the Court of the Learned District Judge at Alipore and upon contested hearing the Learned 12th Additional District Judge was pleased to dismiss the Title Appeal No. 1001 of 1979 with the finding that Kiron Chandra Bardhan has no right, title, interest or possession in respect of the suit property, that the said Smt. Mati Rani Ghosh was the rightful owner of the suit property and that the said Sri Hiralal Roy and Smt. Mahamaya Roy were in illegal and wrongful occupation of the entire suit property. With the aforesaid finding the said Learned Appellate Court of 12th Additional District Judge was pleased to dismiss the Title Suit No. 57 of 1975 filed by Kiron Chandra Bardhan and sends the Title Suit No. 63 of 1975 filed by the said Smt. Mati Rani Ghosh back on remand to the Learned Trial Court with liberty to Smt. Mati Rani Ghosh to amend the plain seeking recovery of

possession of the entire suit property. Thereupon said Smt. Mati Rani Ghosh duly amended the plaint in terms of the direction given by the Learned Appellate Court;

AND WHEREAS against the said Judgment and Decree passed by the said Learned Lower Appellate Court (12th Additional District Judge at Alipore) in Title Appeals Nos. 1001 of 1979, 1037 of 1979 and 1038 of 1979, the said Respondent therein, Kiron Chandra Bardhan preferred Second Appeal No. 553 to 555 of 1982 before the Hon'ble High Court, Calcutta and subsequently on the application of the appellant, said Kiron Chandra Bardhan, all his said Second Appeals were dismissed by the Hon'ble High Court, Calcutta for non prosecution. Thereafter the said Sri Hiralal Roy and Smt. Mahamaya Roy, as the Defendants / Respondents and cross objectors in the said Second Appeal No. 555 of 1982 pressed for hearing and disposal of the cross objection preferred by them on merits and after contested hearing, the said cross objection was dismissed by the Hon'ble Mrs. Justice Jyotirmoyee Nag as being not maintainable law.

AND WHEREAS in the meantime said Title Suit No. 63 of 1975 (filed by Smt. Mati Rani Ghosh) came up for hearing after remand before the Learned Trial Court (2nd Additional Munsiff at Alipore), when it was found that the valuation of the suit after amendment of plaint exceeded the pecuniary jurisdiction of the said Trial Court. As such, as per direction given by the Lower Appellate Court, the said Trial Court was pleased to return the plaint for filing in proper Court. Thereupon said Smt. Mati Rani Ghosh refilled the said plaint for Trial in the Third Court of Assistant District Judge (now Civil Judge, Senior Division) at Alipore and the Suit was renumbered as Title Suit No. 200 of 1987 was started thereon. It is pertinent to mention here that although both the previous Trial Court and Lower Appellate Court held that the Defendants/Respondents therein, Kiron Chandra Bardhan and the Commissioner of Wakfs had no right, title, interest or possession in respect of the suit property/aforesaid land or any portion thereof, in the said new Suit started on refilling the previously filed plaint, the said Kiron Chandra Bardhan and the Commissioner of Wakfs were still retained as the Defendants. But the said Defendants, Kiron Chandra Bardhan and the Commissioner of Wakfs did not appear in the said Title Suit No. 200 of 1987 and did not contest the suit and did not raise any claim, right, title, interest or possession in respect of the suit property / aforesaid land

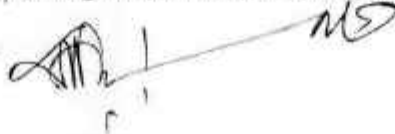


and only they filed written statement and contested the suit which was, therefore, decreed on contest against them and ex parte against the said other Defendants, Kiron Chandra Bardhan and the Commissioner of Wakfs,

AND WHEREAS the said Sri Hiralal Roy and Smt. Mahamaya Roy preferred an Appeal from Original Decree against the said Judgement and Decree dated 22.09.1995 passed by the Learned Trial Court, namely, the Court of the Learned Assistant District Judge, Third Court at Alipore in the said Title Suit No. 200 of 1987, before the Hon'ble High Court, Calcutta being Appeal F.A.T. No. 3686 of 1995. That the said Respondents Kiron Chandra Bardhan and the Commissioner of Wakfs were not at all necessary parties and their names should be expunged from the Cause Title of the Appeal.


WHEREAS in view of the long drawn litigation as aforesaid and enormous costs incurred in prosecuting the said litigations and at the intervention of common friends and well-wishers, the aforesaid Sri Hiralal Roy and Smt. Mahamaya Roy and Smt. Mati Rani Ghosh have settled their disputes out of Court and Compromised the above appeal and the concerned Title Suit No. 200 of 1987 and filed a Petition of Compromise jointly before the Hon'ble Mr. Satyabrata Sinha, Acting Chief Justice and His Companion Justices of the said Hon'ble High Court, Calcutta on the following terms-

- (a) Accepting the finding of the Trial Court regarding the Title and possession of the parties in respect of the Suit Property and also considering the uncertainty of the result of litigation and enormous costs to be incurred by both the parties in further proceeding with and/or defending the above First Appeal over and above the time require for getting the appeal disposed of on contest, the Sri Hiralal Roy and Smt. Mahamaya Roy and Smt. Mati Rani Ghosh have made an equitable division and distribution of the suit property amongst them. Upon such division and distribution, Smt. Mati Rani Ghosh with her four sons and one daughter have exclusively and absolutely obtained 14 (fourteen decimal) acres of land more or less being the front and northern half portion of CS. Dag No. 31 (RS. Dag No. 40) as marked, shown and delineated by red borders (boundary lines) in the map or site plan annexed with Compromise Petition as the full, absolute, sixteen annas owners thereof and the remaining 14 (fourteen decimal) acres more or less being



- the southern half portion of the said CS Dag No. 31 (R.S. Dag No. 40) marked, shown and delineated by blue borders (boundary lines) in the map or site plan annexed with Compromise Petition has been obtained exclusively and absolutely by Sri Hiralal Roy and Smt. Mahamaya Roy as the full, absolute, sixteen annas owners thereof. Both the parties shall have the right to use the 4' feet wide passage lying on the attached east of the said C.S. Dag No. 31 (R.S. Dag No. 40),
- (b) Upon such division and distribution Smt. Mati Rani Ghosh and her four sons and one daughter have exclusively and absolutely obtained 33 (thirty three decimal) acres or one bigha of demarcated land comprising portions of C.S. Dag Nos. 33 and 34 (R.S. Dag Nos. 42 and 43) being the eastern demarcated portions of the said C.S. Dag Nos. 33 and 34 marked, shown and delineated by red borders (boundary lines) in the map or site plan annexed with Compromise Petition as the full, absolute, sixteen annas owners thereof and the remaining western portion of the said C.S. Dag Nos. 33 and 34 (R.S. Dag Nos. 42 and 43) measuring 60 (sixty decimal) acres more or less as marked, shown and delineated by blue borders (boundary lines) in the map or site plan annexed with Compromise Petition has been obtained exclusively by Sri Hiralal Roy and Smt. Mahamaya Roy as the full, absolute sixteen annas owners thereof. The said portion of the suit land obtained by the Smt. Mati Rani Ghosh have been marked as Lot A and Lot A, and the said portions of the suit lands obtained by Sri Hiralal Roy and Smt. Mahamaya Roy have been marked as Lot B and Lot B. As per promise of both the parties, a demarcate plot of land measuring 05 (five decimals) acres, in C.S. Dag No. 33 (R.S. Dag No. 42) within Lot B, property obtained by Sri Hiralal Roy and Smt. Mahamaya Roy, has been given by them to the mediator Sri Gopal Sheel, son of Late Santosh Sheel of Nayabad, Kolkata-700094 who has obtained the said land as the full, absolute sixteen annas owner thereof. The said 05 (five decimals) acres of land has been marked as Lot C.

AND WHEREAS on the aforesaid terms and condition of the said joint Compromise Petition of Sri Hiralal Roy and Smt. Mahamaya Roy and Smt. Mati Rani Ghosh, the above Appeal was Decreed and disposed of and the concerned Title Suit No. 200 of 1987 of the 3 Court of Assistant District Judge (now Civil Judge, Senior Division)



at Alipore was decreed and disposed of without any cost making the said joint Compromise Petition of Sri Hiralal Roy and Smt. Mahamaya Roy and Smt. Mati Rani Ghosh is treated as parts of the decree passed by the Hon'ble High Court, Calcutta in F.A. No. 77 of 1997, CAN No. 7612 of 1999, arising out of F.A.T. No 3686 of 1995.

AND WHEREAS by aforesaid Judgment and Decree dated 08.02.2000 passed by the Hon'ble High Court, Calcutta said Smt. Mati Rani Ghosh, with her four sons and one daughter became absolute owners of .14 (fourteen decimal) acres of land more or less being the front and northern half portion of C.S. Dag No. 31 (R.S. Dag No. 40) with right of use the 4' ft. wide passage lying on the attached east of the said C.S. Dag No. 31 (R.S. Dag No. 40) and 33 (thirty three decimal) acres or one bigha of demarcated land comprising portions of C.S. Dag Nos. 33 and 34 (R.S. Dag Nos. 42 and 43) being the eastern demarcated portions of the said C.S. Dag Nos. 33 and 34 marked, total 47 (forty seven decimal) acres more or less under C.S. Khatian No. 13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No.17 of Mouza Chak Masar, P.S. Jadavpur, Kolkata-700 086, District 24- Parganas (South).

AND WHEREAS said Smt Mati Rani Ghosh was a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 15.06.2002 leaving behind her four sons and one daughter namely (1) Sri Subrata Kumar Ghosh (2) Sri Kajal Kumar Ghosh (3) Dulal Kumar Ghosh, since deceased and (4) Amal Kumar Ghosh, since deceased all are sons of Late Saroj Kumar Ghosh and (5) Smt. Shyamali Das, wife of Sri Ashim Kumar Das and daughter of Late Saroj Kumar Ghosh, as her only legal heirs and successors who by virtue of inheritance under the Hindu Succession Act, became the absolute joint owners of the above mentioned property measuring about 14 (fourteen decimal) acres more or less in C.S. Dag No. 31 (R.S. Dag No. 40) and measuring about 33 (thirty three decimal) acres more or less in CS. Dag Nos. 33 and 34 (R.S. Dag Nos. 42 and 43) under C.S. Khatian No.13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No. 17 of Mouza Chak Masar, P.S. Patuli (formerly Jadavpur), Kolkata - 700

086, District 24- Parganas (South). Here is noted that the husband of Smt. Mati Rani Ghosh namely Saroj Kumar Ghosh was predeceased;

AND WHEREAS (1) Sri Subrata Kumar Ghosh (2) Sri Kajal Kumar Ghosh (3) Dulal Kumar Ghosh, since deceased and (4) Amal Kumar Ghosh, since deceased and (5) Smt. Shyamali Das, jointly mutated their names in the records of the Kolkata Municipal Corporation (K.M.C.) in respect of the above mentioned land measuring about 33 (thirty three decimal) acres corresponding to 20 (twenty) Cottahs more or less C.S. Dag Nos. 33 and 34 (R.S. Dag Nos. 42 and 43) under C.S. Khatian No. 13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No.17 of Mouza- Chak Masar, P.S. Patuli (formerly Jadavpur), Kolkata-700 086, District 24-Parganas (South) which is known and numbered as K.M.C. Premises No. 42, Baghajatin Place.

AND WHEREAS the aforesaid land area had been decreased due to expansion of adjacent road and common passage and it is now measuring about 17 (seventeen) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq.ft more or less instead of 20 (twenty) Cottahs more or less at the K.M.C. Premises No. 42, Baghajatin Place.

AND WHEREAS said (1) Sri Subrata Kumar Ghosh, (2) Sri Kajal Kumar Ghosh (3) Dulal Kumar Ghosh, since deceased (4) Amal Kumar Ghosh, since deceased and (5) Smt. Shyamali Das constructed three tiles shed structure on the said land measuring about 17 (Seventeen) Cottahs 9 (Nine) Chittacks 17 (seventeen) Sq.ft. more or less at the K.M.C. Premises No. 42, Baghajatin Place, Kolkata - 700 086;

AND WHEREAS said (1) Sri Subrata Kumar Ghosh, (2) Sri Kajal Kumar Ghosh, (3) Dulal Kumar Ghosh, since deceased (4) Amal Kumar Ghosh since deceased and (5) Smt. Shyamali Das, were absolute joint owners of land measuring about 17 (seventeen) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq ft more or less and three tiles shed structure standing thereon in CS Dag Nos. 33 and 34 (R.S. Dag Nos: 42 and 43) under CS. Khatian No. 13 and at present recorded of RS. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No.17 of Mouza Chak Masar, P.S. Patuli (formerly Jadavpur), Kolkata-700 086, District

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24- Parganas (South) also within the Kolkata Municipal Corporation (K.M.C.) being the K.M.C. Premises No. 42, Baghajatin Place, Assessee No. 31-101-10-0042-7, Kolkata-700 086 and they were in possession and enjoyment on the said property free from all encumbrances;

AND WHEREAS said (1) Sri Subrata Kumar Ghosh, (2) Sri Kajal Kumar Ghosh, (3) Dulal Kumar Ghosh, since deceased (4) Amal Kumar Ghosh since deceased and (5) Smt. Shyamali Das in order to avoid any possibilities of ruinous litigations and misunderstanding amongst themselves and to live in peace and happiness maintaining cordial relationship amongst themselves and for their better enjoyment and effective use, occupations and they mutually agreed to came to an Amicable Partition of the aforesaid properties and executed and registered an Amicable Partition Deed on 25.09.2013 which deed was registered with the Additional District Sub-Registrar Office at Alipore, South 24-Parganas and recorded in Book No. I, CD Volume No. 32, Pages 1341 to 1368, being Deed No. 07810 for the year 2013 and by said Amicable Partition Deed dated 25.09.2013 said Dulal Kumar Ghosh and Amal Kumar Ghosh, both since deceased become absolute joint owners of ALL THAT piece and parcel of land measuring about 7 (seven) Cottahs out of 17 (seventeen) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq.ft. be the same a little more or less and one tiles shed structure lying and situate in part of C.S. Dag Nos. 33 and 34 (part of R.S. Dag Nos. 42 and 43) under C.S. Khatian No. 13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No. 17 of Mouza -Chak Masar, J.L. 30 Collectorate Touzi No. 151, R.S. No. 21½ Pargana Khaspur, P.S. Patuli (formerly Jadavpur), Sub Registry Office Alipore, District 24-Parganas (South) now within the Kolkata Municipal Corporation area, Borough No XII, in Ward No. 101, being the part of the K.M.C. Premises No. 42, Baghajatin Place, Assessee No. 31-101-10- 0042-7, Kolkata-700 086, the said property is particularly shown and delineated with the BLUE border line in the map or plan, marked 'B', in the said Amicable Partition Deed dated 25.09.2013, thereafter said Dulal Kumar Ghosh and Amal Kumar Ghosh, both since deceased jointly mutated their names in the records of the Kolkata Municipal Corporation (K.M.C.) in respect of their above mentioned land measuring about 7

(seven) Cottahs more or less which is known and numbered as the K.M.C. Premises No. 42/1, Baghajatin Place, Assessee No. 31-101-10-0926-1, Kolkata-700 086.

AND WHEREAS said Dulal Kumar Ghosh and Amal Kumar Ghosh, both since deceased jointly mutated their names in the record of the Ld. B.L.&L.R.O. vide Mutation Case No.46 of 2007 and 49 of 2007.

AND WHEREAS said Dulal Kumar Ghosh died intestate on 03.08.2020, leaving behind his wife, one son and one daughter the Owners No.1 to 3 herein inherited the undivided 1/2 share of the total property as mentioned in the Schedule A below and said Amal Kumar Ghosh, died intestate on 11.08.2018, leaving behind his wife and one daughter the Owners No.4 and 5 herein inherited the rest undivided 1/2 share of the total property as mentioned in the Schedule A below.

AND WHEREAS the present LAND OWNERS herein also recorded their names in the record of the B.L.&L.R.O. during L.R. record of Right vide L.R. Khatian Nos.226, 225, 227, 229 and 228 of L.R. Dag Nos.42 and 43 of Mouza-Chakmasur, J.L. No.30 and also recorded their names in the record of the K.M.C. known and numbered as the K.M.C. Premises No. 42/1, Baghajatin Place, Assessee No. 31-101-10-0926-1, Kolkata-700 086.

AND WHEREAS the present OWNERS herein are the joint owners and seized and possessed of All That the net land area measuring **07 (Seven) Cottahs 00 (Zero) Chittacks 00 (Zero) Sq.ft. more or less** situated in **Mouza : Chakmasur, J.L. No.30**, Touzi No.151, R.S. No.21¹/₂, comprising in R.S. Dag No.42 and 43, under R.S. Khatian Nos.50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69, corresponding to L.R. Dag No.42 and 43, corresponding to L.R. Khatian Nos.226, 225, 227, 229 and 228, within the **K.M.C. Premises No.42/1, Baghajatin Place**, within the K.M.C. Ward No.101, Assessee No.31-101-10-0926-1, P.S. Patuli, Kolkata - 700 086 and the OWNER has no any fund to erect the proposed building and the present OWNERS are still in possession and have been enjoying their absolute ownership and possession of the said land as free from all encumbrances and the present OWNERS are the joint

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Owners of the land and property as described in the **SCHEDULE-'A'** below, hereinafter called the said property.

AND WHEREAS the **OWNERS** are very much desirous to construct a Ground Plus Four storied building with lift facility on their said property and to do and make the construction of a new building upon the said property, but the **OWNERS** have no financial capacity or experience. Owing to such desire the **OWNERS** have approached the **DEVELOPER** for development of the said property and the **DEVELOPER** herein has agreed to do so as per the terms and conditions as mentioned hereinafter as the **40% : 60% Ratio**.

AND WHEREAS the party of the **SECOND PART/DEVELOPER** herein has agreed to make the construction of the proposed Ground Plus Four storied building with lift facility in flat systems for residential purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc, after giving the **OWNERS** herein as their 40% of constructed area i.e. the **OWNERS** shall jointly get 40% of the sanction Flat area and 40% of sanction Car Parking Space area of the proposed building and the **DEVELOPER** shall get 60% of the total sanction Flat area and also 60% total sanction Car Parking Space area of the proposed building and after sanction of the building plan one Supplementary Agreement is to be executed and registered between the Parties herein for clear distribution of both the Allocations. This is called the **OWNERS' ALLOCATION** as morefully described and mentioned in the **SCHEDULE "B"** hereunder written. The **OWNERS** shall also enjoy the undivided proportionate share of land and also together with the right of enjoyment of all the common amenities/facilities of the building and the **DEVELOPER** shall enjoy the rest construction of the proposed building to be erected at the cost of the **DEVELOPER**.

AND, WHEREAS the **DEVELOPER** herein shall get rest 60% of the total sanction Flat area and also 60% total sanction Car Parking Space area of the proposed building. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The **DEVELOPER** shall erect the entire proposed Ground Plus Four storied building at its cost and its supervision

and labour to be erected as per annexed Specification as well as the said sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats etc.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNERS** : shall mean the parties of the **FIRST PART** herein namely (1) **SRI NILADRI GHOSH**, (2) **SMT. MADHUMITA GHOSH**, (3) **MISS NEHA GHOSH**, (4) **SMT. BHARATI GHOSH** and (4) **MISS NEELANJANA GHOSH**, and their legal heir/heirs, executor/executors, administrator/administrators, and legal representative/ representatives.
 - (b) **DEVELOPER** : shall mean **M/S. D.S. ENTERPRISE, (PAN-AAMFD1046R)**, a Partnership Firm having its office at 45, Talpukur Baghajatin Road, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, represented by its Partners namely (1) **SMT. SNIGDHA SAHA** and (2) **SMT. MADHUMITA GHOSH**, Party of the **SECOND PART** herein for the time being and its respective heirs, successors or successors-in-interest, successors-in-office, legal heirs, representatives, administrators and assigns.
 - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
 - (d) **PREMISES** : shall mean the Property measuring **07 (Seven) Cottahs 00 (Zero) Chittacks 00 (Zero) Sq.ft. more or less** situated in Mouza : **Chakmasur, J.E. No.30, Touzi No.151, R.S. No.21¹/₂, comprising in R.S. Dag No.42 and 43, under R.S. Khatian Nos.50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69, corresponding to L.R. Dag No.42 and 43,**

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corresponding to L.R. Khatian Nos.226, 225, 227, 229 and 228, within the **K.M.C. Premises No.42/1, Baghajatin Place**, within the K.M.C. Ward No.101, P.S. Patuli, Kolkata - 700 086 as mentioned and described in the **SCHEDULE 'A'** hereunder written.

- (e) **BUILDING** : shall mean the proposed building to be constructed on the said premises as per sanctioned residential **Ground Plus Four Storied building plan with lift facility** to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII at the cost of the **DEVELOPER**.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, landings, stair ways, passages ways, driveways, common toilet and care taker's room and toilet on the ground Floor of the proposed building, lift, meter space, water and water lines and all plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.
- (g) **OWNERS' ALLOCATION** : entire **OWNERS' ALLOCATION** has been morefully described and mentioned in the **SCHEDULE "B"** hereunder written. The **OWNERS** shall also enjoy the proportionate share of land togetherwith the right of enjoyment of all the common amenities/facilities of the building.
- (h) **DEVELOPER'S ALLOCATION** : entire **DEVELOPER'S ALLOCATION** has been morefully described and mentioned in the **SCHEDULE "D"** hereunder written.



- (i) **THE ARCHITECT** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.
 - (j) **BUILDING PLAN** : would mean such plan to be prepared by the Planner/Architect for the construction of the new ground plus four storied building with lift facility to be sanctioned by The Kolkata Municipal Corporation Borough Office XII at the cost of the **DEVELOPER**.
 - (k) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
 - (l) **TRANSFeree** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
 - (m) **PROJECT ADVOCATE** : **Mr. Debes Kumar Misra, Advocate**, shall act as the legal advisor of this project and shall do all the Agreement for Sale, Sale Deed etc. to be executed and registered in favour of the intending Purchaser(s).
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
3. **THE OWNERS JOINTLY DECLARE** as follows:
- (a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to the said property known as **K.M.C. Premises No.42/1, Baghajatin Place P.S. Baghajatin, Kolkata - 700 086**, as described in the **SCHEDULE 'A'** below.
 - (b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.

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- (c) That the said property known as **K.M.C. Premises No.42/1**, Baghajatin Place P.S. Baghajatin, Kolkata - 700 086, is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**. Before entering into this Agreement the **DEVELOPER** has gone through all the papers and Deeds related to this property and has been satisfied with the title of the property as described in the **SCHEDULE-A** below.
- (b)(i) **OWNERS' ALLOCATION** : The **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** which has been described in the **SCHEDULE 'B'** hereunder written.
- (ii) **DEVELOPER'S ALLOCATION** has been described in the **SCHEDULE-D** below.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval and sanction of the building plan and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities to be prepared signed and submitted by the **DEVELOPER** in the names of the **OWNERS** at the cost of the **DEVELOPER** and if any alteration/modification for making further plans and/or completion plan or revised plan etc. as regards the proposed construction are required the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption and the **DEVELOPER** shall provide all copies of the such building plans to the **OWNERS** herein before submission of the same.

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- (d) For that purpose of sanction of the Building plan, all applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOER** shall sign and also appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters related to the building plan as aforesaid and the **OWNERS**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project and the **DEVELOPER** shall bear the cost of the same.
- (e) That the **DEVELOPER** company shall erect the building in the said premises as per the said sanction building plan to be sanctioned and for the same the **OWNERS** shall put their signature as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the **Developer's Allocation** together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of the **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**. During construction the **OWNERS** shall have full right to sell their allocation to the intending Purchasers and the **DEVELOPER** shall the give written co-operation to the **LAND OWNERS**.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a **Ground plus Four storied building with lift facility** thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.
- (g) The **DEVELOPER** shall make, building construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be deem fit and proper by the **DEVELOPER** company for such construction of the said proposed building by first class building materials according to the building plan

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to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities alongwith installation of quality lift required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement. The DEVELOPER shall erect the building by first class building materials and make and complete the entire building with a full habitable condition strictly within the stipulated period.

- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of the **DEVELOPER'S ALLOCATION** excluding the Owners' Allocation) with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the names of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations to the **DEVELOPER** for doing the proposed project.
- (j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building at the said premises in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Office as well as the specifications as annexed herewith and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building. The **DEVELOPER** shall hand over the possession of the **OWNERS' ALLOCATION** on and within 36 (Thirty six) months from the date of sanctioned building plan and it is also noted that the **OWNERS** herein have handed over the vacant possession of the property to the **DEVELOPER** herein at the time of execution of this Development Agreement.
- (k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage



tanks, overhead water reservoir by installing the suitable pump and motor, electric wiring and installations of quality lift and other electrical things and also other facilities as required to be provided in the new building to be constructed on Ownership basis and as mutually agreed upon.

5. **THE OWNERS HEREBY AGREE AND CONVEYANT WITH THE DEVELOPER** as follows:-

- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the **DEVELOPER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.
- (iii) The **DEVELOPER** shall sell the 60% of flats, and 60% garage space of the proposed building, as per sanctioned plan, as the **DEVELOPER'S ALLOCATION** has been described in the **SCHEDULE 'D'** hereunder written **Together With** proportionate undivided share of land of the said premises and the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full i.e. entire consideration money from the intending purchasers of the respective flats of **Developer's Allocation** and/or all other portions of the Car Parking Space of the new building from the **DEVELOPER'S ALLOCATION** as per the terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.
- (iv) The **OWNERS** shall empower and authorize the **DEVELOPER** to do this project in connection with the said property as described in the **SCHEDULE** hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds to the intending purchaser(s) and to

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make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well as sewerage plan and drainage plan and to take water or electric connection and also drainage and sewerage connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different types of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. by the Development Agreement alongwith Developer Power of Attorney.

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

The **OWNERS** Namely, (1) **SRI NILADRI GHOSH, (PAN-AMWPG7604A), Aadhaar No.8311 9154 6972**, son of Late Dulal Kumar Ghosh, by Occupation : Service, (2) **SMT. MADHUMITA GHOSH, (PAN-AMWPG7605B), Aadhaar No.2103 2837 8058**, wife of Late Dulal Kumar Ghosh, by Occupation – Business, (3) **MISS NEHA GHOSH, (PAN-BZPPG3298H), Aadhaar No.7791 6904 3977**, daughter of Late Dulal Kumar Ghosh, by Occupation – Service, all (1) to (3) by Faith-Hindu, all (1) to (3) by Nationality – Indian, all (1) to (3) residing at **VASUNDHARA RESIDENCY, 2nd Floor, Flat No.2B, 42, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086**, (4) **SMT. BHARATI GHOSH, (PAN-BLJPG2555H), Aadhaar No.6785 4953 7940**, wife of Late Amal Kumar Ghosh, by Occupation – Homemaker and (4) **MISS NEELANJANA GHOSH, (PAN-DAHPPG4199A), Aadhaar No.5773 6230 0107**, daughter of Late Amal Kumar Ghosh, by Occupation – Service, both (4) and (5) by Faith-Hindu, both (4) and (5) by Nationality – Indian, both (4) and (5) residing at **VASUNDHARA RESIDENCY, 2nd Floor, Flat No.2C, 42, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086**, do hereby appoint **M/S. D.S. ENTERPRISE, (PAN-AAMFD1046R)**, a Partnership Firm having its office at 45, Talpukur Baghajatin Road, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, represented by its Partners namely (1) **SMT. SNIGDHA SAHA, (PAN - ARSPS6953K), (Aadhaar No. 6109 7694 6708)**, wife of Sri Sumantra Saha, by



faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at J/27, Baghajatin Pally, P.O. Jadavpur University P.S. Jadavpur, Kolkata - 700 032 and
(2) SMT. MADHUMITA GHOSH, (PAN-AMWPG7605B), Aadhar No.2103 2837 8058, wife of Late Dulal Kumar Ghosh, by Occupation - Business, by Faith-Hindu, by Nationality - Indian, residing at VASUNDHARA RESIDENCY, 2nd Floor, Flat No.2B, 42, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, as their lawful Attorney on their behalf to do the following acts in respect of their property as mentioned in the **SCHEDULE** below:

1. To look after and manage the property on behalf of the **OWNERS/PRINCIPALS**.
2. To look after and to control all the affairs for the development or the said land and construction of a Ground Plus Four storied building with Lift facility thereon on the said Premises as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** and the **DEVELOPER** shall sign and execute on behalf of the **OWNERS** all the Declaration Deed or any other Declaration as mentioned in the **SCHEDULE** below property and register the such document as per requirement for the interest of the proposed project.
3. To cause mutation of our said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corporation as and when necessary on our behalf.
4. To cause mutation and/or conversion of our Property where necessary effected in the revenue and/or in the record of the LD. B.L. & L.R.O. and/or under the jurisdiction and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate and/or conversion certificate and other necessary



papers thereof and pay necessary taxes to the LD. B.L. & L.R.O. as and when necessary on our behalf for B.L. & L.R.O. Mutation and/or Conversion purposes.

5. To sign, execute and submit all Development building Plans, revised plan, completion plan, Documents, Statements, Papers, Undertakings, Declarations related thereto, may be required for necessary sanction, modification and/or alteration of sanctioned plan to be sanctioned by The Kolkata Municipal Corporation and/or any appropriate authority and other appropriate authorities on behalf of the landowners/Principals and the attorney shall sign completion plan all of the building and do all the acts related thereto.
6. To appear and represent on behalf of the PRINCIPALS i.e. LAND OWNERS herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal police, necessary Departments of Government of West Bengal, in connection with the sanction, modification and/or alteration of sanctioned building Plan for the above mentioned property and also for the interest of the proposed project and execute and sign all the papers related thereto.
7. To pay fees for obtaining the sanction, modification and such other orders and permissions from the necessary authorities on behalf of land owners as required for sanction, modification and/or alteration of the Development Plan and also to submit the same before the authority concerned and take delivery of all type of, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as the said Attorney shall think fit and proper.
8. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the sanctioned plans to any authority or authorities.

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9. To develop the said property by making construction of such type of building or buildings thereon as per sanctioned building plan as the said Attorney may deem fit and proper and for that purpose to demolish and/or remove any house, building and/or structure of whatsoever nature standing in the said property, as our said Attorney shall think fit and proper.
10. To apply for obtaining electricity-connection from CESC and install the main electric matter and also gas connection and also for installation of lift in the Premises and to do all the acts related thereto. The Attorney shall take telephone or other connections in the Premises and also install electric transformer in the said property if required and /or to make alteration therein and to disconnect the same and for that purpose our Attorney shall sign, execute and submit all papers, applications, documents on our behalf and shall do all the acts and deeds on our behalf and our attorney shall execute and sign all the papers related thereto.
11. Our Attorney shall sign plans to be submitted before the concerned authority/authorities for the connection of water, drainage and sewerage in the said Premises and execute and sign all papers related thereto for the sanction of such drainage and sewerage connection and also sign internal and external drainage drawing and also the connection of water in the said property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on our behalf.
12. To apply for and obtain building materials from the concerned authorities for consumption of the proposed building to be erected on the said property as aforesaid at the cost of the attorney and also to pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.
13. To appear and represent us before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things related thereto as the said Attorney may deem fit and proper.

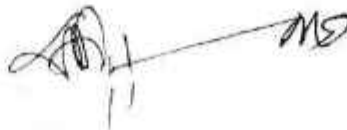
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14. To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum only on the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE D** of this **registered Development Agreement** excluding the **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE- B** of the said registered Development Agreement. The **DEVELOPER** shall do all the acts on Developer's Allocation on behalf of the **LAND OWNERS/PRINCIPALS**.
15. To collect advance or part payment or full consideration from the intending purchasers of flats, Car Parking Spaces etc. alongwith proportionate share of land and/or enter into Agreement for Sale and to execute and register Deed of Conveyance, Deed of Rectification, Deed of Declaration and/or collect the I.G.R. and/or Deed from the registering authority on our behalf on the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE-D** of the said registered Development Agreement excluding the **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE- B** of the said registered Development Agreement and grant receipt in favour of the interested persons/ persons who are interested to take possession of the flat/flats and Car parking Space etc. in lieu of satisfactory consideration to be fixed by the Developer.
16. To advertise in different news papers and display, hording in different places, and also to engage agency or agencies for giving possession of the flats on **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE D** of the said registered Development Agreement excluding the **LAND OWNERS' ALLOCATION** alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the **DEVELOPER'S ALLOCATION** to any Third Party or parties at any consideration price to be fixed up only by the **DEVELOPER**.
17. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/space including proportionate land share on said **DEVELOPER'S ALLOCATION** of the said proposed building alongwith the proportionate share of land at our said Premises or any part thereof and for that



purpose to sign and execute all deeds, as our said Attorney shall think fit and proper as per the registered Development Agreement.

18. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.
19. To receive part or full consideration sum against the entire **DEVELOPER'S ALLOCATION** from the intending purchasers and acknowledge the receipt of the same on our behalf.
20. To appear and represent us before any notary, Registrar of Assurances, District Registrar, Additional District Sub-Registrar, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to sign and to execute the documents and present the same for registration and complete for registration and to acknowledge and register or have registered and performed any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Boundary Declaration, and/or any kind of instruments writing executed and signed by the said Attorney in any manner after taking permission from the Authority concerned if it is required concerning the said property as per said registered Development Agreement in connection with the **DEVELOPER'S ALLOCATION** only.
21. To take necessary steps for registration of building or any part alongwith the proportionate share of land the entire construction represented by our Attorney as per said Development Agreement.
22. To convey prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
23. To file and defend suits, cases, appeals and applications of whatsoever nature for and on behalf of or to be institute preferred by or any person or persons in respect of the said property.

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24. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof.
25. To sign declare and/or affirm any plaint, written statements petitions, affidavits, verifications, vokatnamas, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.
26. To deposit and withdraw fee, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

AND GENERALLY TO act as our Attorney in relation to all matters touching our said property and on our behalf to do all instruments, acts, nature, deeds and things as fully and effectually as We would do if We would personally present.

AND We hereby ratify and confirm and agree or undertake and whatsoever our said Attorney appointed under this Power herein above contained shall lawfully do or cause to be done in the right of or by virtue of these presents including such confirming and other works.

7. **THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE OWNERS** as follows :-

- (i) The **DEVELOPER** shall submit the Building Plan for its sanction before the K.M.C. as early as possible.
- (ii) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at the **DEVELOPER'S** cost.
- (iii) It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered, such delays shall not be counted and the **DEVELOPER** shall have liberty to extend the time after mutual discussion of both the parties herein.
- (iv) Not to violate or contravene any of the provisions or rules applicable for



construction of the said building.

- (v) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (vi) That the **DEVELOPER** shall have to bear any kind of Govt. expenditure, all types of K.M.C. tax with any arrears during construction of the building, cost of the soil test, the cost for the local disputes or political assistance, local club, syndicate dispute, alongwith entire expenditure for construction of the proposed building (including Flat and Car parking to be completed in all respects) including each and every expenditures and expenses shall be borne by the Developer only and the **OWNERS** herein shall not be liable for the same and even the **OWNERS** shall face or pay any cost for the labour problem, any kind of accident during construction or any types of natural calamity etc..
- (vii) That after handing over the entire **Owners' Allocation** by the **DEVELOPER** herein the **OWNERS** herein shall have to pay their proportionate taxes for their allocation to the concerned authority.
- (ix) The annexed-specification of the building shall be part of the agreement.

7. **MUTUAL COVENANT AND INDEMNITIES :-**

- (i) The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the rest proposed 60% of the total construction excluding the **Owners' Allocation** and shall enjoy its Allocation without interference or disturbances from the **Owners'** end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The **OWNERS** execute and register a Development Power of Attorney in favour of the **DEVELOPER** within these presents to complete the project and the **DEVELOPER** shall have right to execute and register the Deed of Conveyance



in favour of the intending Purchasers only on the **DEVELOPER'S ALLOCATION**. Besides the **DEVELOPER** shall be empowered by the Owners to take sanction of the building Plan or any other revised or completion Plan from K.M.C. after prior approval of the **OWNERS** and to take drainage sewerage connection in the Premises and also sell the **Developer's Allocation** to the Third Party.

- (iii) The **OWNERS** shall handover the original Title Deed, link deeds, B.L. & L.R.O. Mutation Certificate, K.M.C. Mutation Certificate, paid up K.M.C. Tax bills and other original papers in respect of the property to the **DEVELOPER** at the time of execution and register the Development Agreement and the **DEVELOPER** shall grant receipt for the same in favour of the **OWNERS** and after completion of the entire building as well as after sale of the entire Developer's Allocation the **DEVELOPER** herein shall hand over the all the aforesaid Deeds, mutation certificates etc. of the property to the **OWNERS** herein. That after completion of the entire building the **DEVELOPER** herein shall apply the completion certificate from the KMC and collect the same and deliver the same to the **OWNERS** herein.
- (iv) The **DEVELOPER** shall have to face all the financial liabilities and project liabilities during construction of the building on the land of the **OWNERS** and even any accident occurs during the construction, the **DEVELOPER** shall bear all the costs and take all the financial liabilities thereof.
- (v) The **OWNERS** herein shall have right to inspect/check regarding the quality of the building materials during construction of the building.
- (vi) That during pendency of this Agreement if the **OWNERS** leaves this material world, their legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the **DEVELOPER**. The **OWNERS' ALLOCATION** shall then remain unchanged as per this Development Agreement. Simultaneously if the present signatory authority of the developer Company leaves the material world, the company shall then take all the liabilities of this project and shall also abide by all the terms and conditions



of this agreement hand over the OWNERS' ALLOCATION within the stipulated period.

- (vii) The DEVELOPER shall be liable to complete the building as per sanction building plan without any deviation, if it is done so the DEVELOPER shall have to regularize the same and take necessary completion certificate as regards the proposed building.
- (viii) The OWNERS and the DEVELOPER shall jointly decide the name of the proposed building to be completed by the DEVELOPER.

8. **JURISDICTION OF THE COURT:**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta shall be utilized for adjudication of any dispute.

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

ALL THAT piece and parcel of the total 'Bastu' land measuring an area 07 (Seven) Cottahs 00 (Zero) Chittacks 00 (Zero) Sq.ft. more or less situated in Mouza : Chakmasur, J.L. No.30, Touzi No.151, R.S. No.21¹/₂, comprising in R.S. Dag No.42 and 43, under R.S. Khatian Nos.50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69, corresponding to L.R. Dag No.42 and 43, corresponding to L.R. Khatian Nos.226, 225, 227, 229 and 228, within the K.M.C. Premises No.42/1, Baghajatin Place, within the K.M.C. Ward No.101, Assessee No.31-101-10-0926-1, P.S. Patuli, Kolkata - 700 086 and the entire property is butted and bounded by :

<u>ON THE NORTH</u>	:	KMC Premises No.42, Baghajatin Place.
<u>ON THE SOUTH</u>	:	KMC Premises No.42/2, Baghajatin Place;
<u>ON THE EAST</u>	:	property of others;
<u>ON THE WEST</u>	:	24' wide Road.



SCHEDULE - 'B' ABOVE REFERRED TO
(OWNERS' ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

the OWNERS herein shall jointly get 40% of the sanction Flat and 40% of the Car Parking Space area of the proposed building and after sanction of the building plan one Supplementary Agreement shall be executed and registered by and between the Parties herein for clear distribution of both the Allocations. The OWNERS shall also enjoy the proportionate share of land togetherwith the right of enjoyment of all the common amenities/facilities of the building.

SCHEDULE - 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

Stair-case & landings common passage, water lines and water and its connection electricity main meter and line and its wiring and connection from C.E.S.C. land and boundary wall, fixtures and fittings vacant spaces, roof, and mummy roof, lift, lift lobby, lift well and lift room, main gate and entrance, Caretaker's Room toilet on ground floor and proportionate land, pump and motor, septic tank, water reservoir on ground floor and over head water tank and all plumbing lines of the building.

SCHEDULE - 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

~~ALL THAT~~ the DEVELOPER herein shall get rest 60% of the total sanction Flat area and also 60% total sanction Car Parking Space area of the proposed building. After sanction of the building plan one Supplementary Agreement shall be executed and registered between the parties for clear distribution of both the allocations. The entire building shall be constructed by the DEVELOPER at its cost as per sanctioned building plan to be sanctioned by K.M.C. at its cost and also as per annexed specification. The DEVELOPER shall enjoy undivided proportionate land share out of total land as mentioned in the SCHEDULE - "A" hereinabove alongwith the benefit of all the common facilities as mentioned in the SCHEDULE - 'C' above.



IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESSES:

1. Asim Kumar Das
5, S.V. Road
Kolkata-700032

1. Niladi Chak

2. Madhuvita Chak.

3. Neha Ghosh

4. Bhavati Ghosh

5. Neelanjana Ghosh

2. Abhejit Kumar Mishra
Billa Nij Mahtana
P.O. Battala
Dist. Purba Medinipur
Pin Code - 721433

SIGNATURE OF THE OWNERS

FORD'S ENTERPRISE

Snigdha Saha

Partner

FORD'S ENTERPRISE

Madhuvita Chak

Partner

SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY :

Debes Kumar Misra (AP) 167

(DEBES KUMAR MISRA)

ADVOCATE [Enrollment No.F/364/329/1989]

HIGH COURT, CALCUTTA

Resi-cum-Chamber :69/1, Baghajatin

Place, Kolkata-86

PH-9830236148(D.K.M.),

Email:debeskumarmisra@gmail.com

9051446430(Somesh),

Email:mishrasomesh08@gmail.com

9836115120(Tapes),

Email:tapes.mishra85@gmail.com

HIGH COURT, CALCUTTA.

SPECIFICATIONANNEXTURE : XSCHEDULE OF WORK

Floors : Vitrified tiles Flooring all over the floor (Bed-Room/Dining/Kitchen)

Doors : Frame of Sal wood factory made Flush type door with necessary accessories, in toilet a W.C. PVC door shall be provided.

Kitchen : Blackstone cooking platform fitted with steel sink alongwith work self and Tiles up to 2'-6" height on cooking platform.

Toilet : Wall tiles up to 6'-0" in W.C. and toilet. Floor tiles in floor and two bib-cocks and commode in toilet, one commode (one bib cock) in W.C. one basin in dining and one shower point in toilet.

Electrical : Concealed wiring with copper wires, light (2 nos points), one fan and plug point in all bed rooms, drawing/dining room, one light point in

kitchen, toilet. WC and veranda, bell point in entrance door, one power point, (15 AMPS) in dining/kitchen, exhaust fan point in kitchen, toilet & WC. number will be provided

Water : P.V.C pipes with standard fittings in kitchen, toilet and WC, water will be supplied by corporation to ground water reservoir and distributed through overhead reservoir.

Windows : Aluminum sliding window fitted with glass and necessary accessories.

Plaster : All wall surface (inside) will be finished by Putty and weather coat in out surface of wall.

Roof : Roof will be net cemented/mosaic subject to availability.

Compound Wall: Compound Wall with gate to be provided

Any extra finishing apart from these specification shall be borne by the Owner.



Niladri Ghosh

Name NILADRI GHOSH

Signature Niladri Ghosh

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					



Madhumita Ghosh

Name MADHUMITA GHOSH

Signature Madhumita Ghosh

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					



Neha

Name NEHA GHOSH

Signature Neha Ghosh

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					



Bharati Ghosh

Name BHARATI GHOSH

Signature Bharati Ghosh

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

NEELANJANA GHOSH



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name.....NEELANJANA GHOSH

Signature.....Neelanjana Ghosh



Snigdha Saha

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name.....SNIGDHA SAHA

Signature.....Snigdha Saha

PHOTO

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name.....

Signature.....

PHOTO

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name.....







Signature.....









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16042000575576/2023


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



Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt Snigdha Saha J/27, Baghajatin Pally, City:- , P.O:- Jadavpur University, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032	Representative of Developer [D. S. Enterprise]			Snigdha Saha 9.3.2023.
2	Shri Niladri Ghosh Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, City:- , P.O:- Baghajatin, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086	Land Lord			Niladri Ghosh 9/3/2023
3	Smt Madhumita Ghosh Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, City:- , P.O:- Baghajatin, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086	Land Lord			Madhumita Ghosh. 9/3/23

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Miss Neha Ghosh Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, City:- , P.O:- Baghajatin, P.S:- Patuli, District:-South 24- Parganas, West Bengal, India, PIN:- 700086	Land Lord			Neha Ghosh 9/3/23
5	Smt Bharati Ghosh Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, City:- , P.O:- Baghajatin, P.S:- Patuli, District:-South 24- Parganas, West Bengal, India, PIN:- 700086	Land Lord			Bharati Ghosh 9.3.2023
6	Miss Neelanjana Ghosh Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, City:- , P.O:- Baghajatin, P.S:- Patuli, District:-South 24- Parganas, West Bengal, India, PIN:- 700086	Land Lord			Neelanjana Ghosh 09.03.2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7	Mrs MADHUMITA GHOSH 2nd Floor, 42, Baghajatin Place, City:-, P.O:- Baghajatin, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086	Representative of Developer [D. S. Enterprise]			<i>Madhumita Ghosh</i> 9/3/23

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Abhijit Kumar Mishra Son of Late Niranjan Mishra VIII- Nij Maitana, City:-, P.O:- Battala, P.S:-Ramnagar, District:-Purba Midnapore, West Bengal, India, PIN:- 721433	Smt Snigdha Saha, Shri Niladri Ghosh, Smt Madhumita Ghosh, Miss Neha Ghosh, Smt Bharati Ghosh, Miss Neelanjana Ghosh, Mrs MADHUMITA GHOSH			<i>Abhijit Kumar Mishra</i> 09/03/2023

(Anupam Halder)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



ভারত সরকার
 Unique Identification Authority of India
 Government of India
 ডালিকাভুক্তির আই ডি / Enrolment No.: 1058/10543/51614

To
 অভিজিৎ কুমার মিশ্র
 Abhijit Kumar Mishra
 Nij Maitana
 Barjala
 East Midnapore
 West Bengal 721433

13/09/2013
 44128218



MN441282182FT



আপনার আধার সংখ্যা / Your Aadhaar No.:

9468 9034 0274

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার



অভিজিৎ কুমার মিশ্র
 Abhijit Kumar Mishra
 পিতা : নিরঞ্জন মিশ্র
 Father : NIRANJAN MISHRA
 জন্মতারিখ / DOB : 20/10/1973
 পুরুষ / Male



9468 9034 0274

আধার - সাধারণ মানুষের অধিকার

Abhijit Kumar Mishra



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



192022230324527688

GRN Details

GRN:	192022230324527688	Payment Mode:	SBI Epay
GRN Date:	08/03/2023 22:37:23	Bank/Gateway:	SBIePay Payment Gateway
BRN :	8741219568037	BRN Date:	08/03/2023 22:37:49
Gateway Ref ID:	230678140417	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	080320232032452767	Payment Init. Date:	08/03/2023 22:37:23
Payment Status:	Successful	Payment Ref. No:	2000575576/5/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SOMESH MISHRA
Address:	HIGH COURT CALCUTTA
Mobile:	9051446430
Period From (dd/mm/yyyy):	08/03/2023
Period To (dd/mm/yyyy):	08/03/2023
Payment Ref ID:	2000575576/5/2023
Dept Ref ID/DRN:	2000575576/5/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000575576/5/2023	Property Registration- Stamp duty	0030-02-103-003-02	39970
2	2000575576/5/2023	Property Registration- Registration Fees	0030-03-104-001-16	28
Total				39998

IN WORDS: THIRTY NINE THOUSAND NINE HUNDRED NINETY EIGHT ONLY.

PAID

Major Information of the Deed

Deed No :	I-1604-02925/2023	Date of Registration	14/03/2023
Query No / Year	1604-2000575576/2023	Office where deed is registered	
Query Date	02/03/2023 1:50:54 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017593682, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 2,35,19,155/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,070/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Baghajatin Place, , Premises No: 42/1, , Ward No: 101 Pin Code : 700086

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	7 Katha	1/-	2,35,19,155/-	Width of Approach Road: 24 Ft.,
Grand Total :				11.55Dec	1/-	235,19,155/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri Niladri Ghosh (Presentant) Son of Late Dulal Kumar Ghosh Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: amxxxxxx4a, Aadhaar No: 83xxxxxxxx6972, Status :Individual, Executed by: Self, Date of Execution: 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023 ,Place : Pvt. Residence

2	Smt Madhumita Ghosh Wife of Late Dulal Kumar Ghosh Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: amxxxxxx5b, Aadhaar No: 21xxxxxxxx8058, Status :Individual, Executed by: Self, Date of Execution: 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023 ,Place : Pvt. Residence
3	Miss Neha Ghosh Daughter of Late Dulal Kumar Ghosh Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: bzxxxxxx8h, Aadhaar No: 77xxxxxxxx3977, Status :Individual, Executed by: Self, Date of Execution: 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023 ,Place : Pvt. Residence
4	Smt Bharati Ghosh Wife of Late Amal Kumar Ghosh Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: blxxxxxx5h, Aadhaar No: 67xxxxxxxx7940, Status :Individual, Executed by: Self, Date of Execution: 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023 ,Place : Pvt. Residence
5	Miss Neelanjana Ghosh Daughter of Late Amal Kumar Ghosh Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: daxxxxxx9a, Aadhaar No: 87xxxxxxxx0107, Status :Individual, Executed by: Self, Date of Execution: 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	D. S. Enterprise 45, Talpukur Baghajatin Road, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 , PAN No.: aAxxxxxx6R, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Smt Snigdha Saha Wife of Shri Sumantra Saha J/27, Baghajatin Pally, City:- , P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: arxxxxxx3k, Aadhaar No: 61xxxxxxxx6708 Status : Representative, Representative of : D. S. Enterprise (as Partner)
2	Mrs MADHUMITA GHOSH Wife of Late Dulal Kumar Ghosh 2nd Floor, 42, Baghajatin Place, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AMxxxxxx5B, Aadhaar No: 21xxxxxxxx8058 Status : Representative, Representative of : D. S. Enterprise (as Partner)

Identifier, Details :

Name	Photo	Finger Print	Signature
Mr Abhijit Kumar Mishra Son of Late Niranjan Mishra Vill- Nij Maitana, City:- , P.O:- Battala, P.S:-Ramnagar, District:-Purba Midnapore, West Bengal, India, PIN:- 721433			
Identifier Of Smt Snigdha Saha, Shri Niladri Ghosh, Smt Madhumita Ghosh, Miss Neha Ghosh, Smt Bharati Ghosh, Miss Neelanjana Ghosh, Mrs MADHUMITA GHOSH			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri Niladri Ghosh	D. S. Enterprise-2.31 Dec
2	Smt Madhumita Ghosh	D. S. Enterprise-2.31 Dec
3	Miss Neha Ghosh	D. S. Enterprise-2.31 Dec
4	Smt Bharati Ghosh	D. S. Enterprise-2.31 Dec
5	Miss Neelanjana Ghosh	D. S. Enterprise-2.31 Dec

On 09-03-2023

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

Presented for registration at 18:20 hrs on 09-03-2023, at the Private residence by Shri Niladri Ghosh, 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 2,35,19,155/-

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

Execution is admitted on 09/03/2023 by 1. Shri Niladri Ghosh, Son of Late Dulal Kumar Ghosh, Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, P.O: Baghajatin, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Service, 2. Smt Madhumita Ghosh, Wife of Late Dulal Kumar Ghosh, Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, P.O: Baghajatin, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Business, 3. Miss Neha Ghosh, Daughter of Late Dulal Kumar Ghosh, Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, P.O: Baghajatin Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Service, 4. Smt Bharati Ghosh, Wife of Late Amal Kumar Ghosh, Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, P.O: Baghajatin, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession House wife, 5. Miss Neelanjana Ghosh, Daughter of Late Amal Kumar Ghosh, Vasundhara Residency, 2nd Floor, Flat 2B, 42 Baghajatin Place, P.O: Baghajatin, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Service

Identified by Mr Abhijit Kumar Mishra, Son of Late Niranjan Mishra, Vill- Nij Maitana, P.O: Battala, Thana: Ramnagar, Purba Midnapore, WEST BENGAL, India, PIN - 721433, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 09-03-2023 by Mrs MADHUMITA GHOSH, Partner, D. S. Enterprise (Partnership Firm), 45, Talpukur Baghajatin Road, City:-, P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700032

Identified by Mr Abhijit Kumar Mishra, Son of Late Niranjan Mishra, Vill- Nij Maitana, P.O: Battala, Thana: Ramnagar, Purba Midnapore, WEST BENGAL, India, PIN - 721433, by caste Hindu, by profession Law Clerk

Execution is admitted on 09-03-2023 by Smt Snigdha Saha, Partner, D. S. Enterprise (Partnership Firm), 45, Talpukur Baghajatin Road, City:-, P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700032

Identified by Mr Abhijit Kumar Mishra, Son of Late Niranjan Mishra, Vill- Nij Maitana, P.O: Battala, Thana: Ramnagar, Purba Midnapore, WEST BENGAL, India, PIN - 721433, by caste Hindu, by profession Law Clerk



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

On 13-03-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 08/03/2023 10:37PM with Govt. Ref. No: 192022230324527688 on 08-03-2023, Amount Rs: 28/-, Bank: SBI
EPay (SBIPay), Ref. No. 8741219568037 on 08-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

✓ Certified that required Stamp Duty payable for this document is Rs. 40,070/- and Stamp Duty paid by online = Rs 39,970/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 08/03/2023 10:37PM with Govt. Ref. No: 192022230324527688 on 08-03-2023, Amount Rs: 39,970/-, Bank: SBI EPay (SBIEPay), Ref. No. 8741219568037 on 08-03-2023, 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

On 14-03-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,070/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 618, Amount: Rs.100.00/-, Date of Purchase: 02/03/2023, Vendor name: SMRITI BIKASH DAS



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 88659 to 88706

being No 160402925 for the year 2023.



Digitally signed by ANUPAM HALDER
Date: 2023.03.17 16:42:04 -07:00
Reason: Digital Signing of Deed.

(Anupam Halder) 2023/03/17 04:42:04 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)