

16203

L-16221/2022



अन्तिमवर्ग पश्चिम बंगाल WEST BENGAL

H 071068

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11:08 AM
9/12

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

Addl. District Sub-Registrar
Bahala, South 24 Parganas

9 DEC 2022

DEVELOPMENT AGREEMENT WITH
DEVELOPMENT POWER OF ATTORNEY

24 3468463/22

0000 - 7 DEC 2022

Sl. No. 3201 Date
Sold to S Sarker Ma
of Biju Police Court
Rupees 5250/-

Des
Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kol-27

3201 is 5250/- (as Five thousand only)



A.D.S.R Ben Ma
= 9 DEC 2022
Dist.- South 24 Pgs.

Major Information of the Deed

| | | | |
|--|--|---|------------|
| Deed No : | I-1607-16221/2022 | Date of Registration | 09/12/2022 |
| Query No / Year | 1607-2003469463/2022 | Office where deed is registered | |
| Query Date | 08/12/2022 2:40:44 PM | A.D.S.R. BEHALA, District: South 24-Parganas | |
| Applicant Name, Address & Other Details | Sushmitendu Sarkar Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830550630, Status :Advocate | | |
| Transaction | | Additional Transaction | |
| [0139] Sale, Development Power of Attorney | | [4002] Power of Attorney, General Power of Attorney [Rs : 2/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2] | |
| Set Forth value | | Market Value | |
| Rs. 2/- | | Rs. 19,57,498/- | |
| Stampduty Paid(SD) | | Registration Fee Paid | |
| Rs. 5,070/- (Article:48(g)) | | Rs. 28/- (Article:E, E, E) | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :



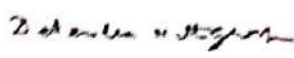
District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ustad Amir Khan Sarani, Road Zone : (Sodepur 1st lane -- Kalipur Road(Ward 122)) , , Premises No: 524 , Ward No: 122
Pin Code : 700082

| 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 | 3 Katha 4 Chatak | 1/- | 17,54,998/- | Width of Approach Road: 12 Ft., |
| Grand Total : | | | | 5.3625Dec | 1 /- | 17,54,998 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 300 Sq Ft. | 1/- | 2,02,500/- | Structure Type: Structure |
| Gr. Floor, Area of floor :300 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Total : | | 300 sq ft | 1 /- | 2,02,500 /- | |




Principal Details :



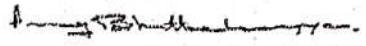
| SI No | Name,Address,Photo,Finger print and Signature | | | |
|---|---|---|--|---|
| 1 | Name Shri Debendra Nath Ghosh Son of Late HARIDAS GHOSH Executed by: Self, Date of Execution: 09/12/2022 , Admitted by: Self, Date of Admission: 09/12/2022 ,Place : Office | Photo  | Finger Print  | Signature  |
| | 09/12/2022 | LTI | 09/12/2022 | 09/12/2022 |
| 524, Ustad Amir Khan Sarani, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: aexxxxxx2r, Aadhaar No: 25xxxxxxxx8060, Status :Individual, Executed by: Self, Date of Execution: 09/12/2022 , Admitted by: Self, Date of Admission: 09/12/2022 ,Place : Office | | | | |

Attorney Details :



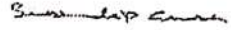
| SI No | Name,Address,Photo,Finger print and Signature | | | |
|-------|---|--|--|--|
| 1 | GANPATI CONSTRUCTION 676, Motilal Gupta Road, Sodepur Kalitola, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 , PAN No.: AAxxxxxx5R, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative | | | |

Representative Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | |
|---|--|---|--|---|
| 1 | Name RAJU SHAW (Presentant) Son of Late Ashok Shaw Date of Execution - 09/12/2022, , Admitted by: Self, Date of Admission: 09/12/2022, Place of Admission of Execution: Office | Photo  | Finger Print  | Signature  |
| | Dec 9 2022 12:09PM | LTI | 09/12/2022 | 09/12/2022 |
| 643, Motilal Gupta Road, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: dmxxxxxx6g, Aadhaar No: 58xxxxxxxx5609 Status : Representative, Representative of : GANPATI CONSTRUCTION | | | | |

| | | | | |
|---|--|---|---|---|
| 2 | Name | Photo | Finger Print | Signature |
| | Shri ANURAG BHATTACHARYYA Son of Late Biswanath Bhattacharyya Date of Execution - 09/12/2022, , Admitted by: Self, Date of Admission: 09/12/2022, Place of Admission of Execution: Office |  |  |  |
| | Dec 9 2022 12:10PM | LTI 09/12/2022 | 09/12/2022 | |
| 609, Motilal Gupta Road, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: azxxxxxxx9r, Aadhaar No: 90xxxxxxxx0028 Status : Representative, Representative of : GANPATI CONSTRUCTION (as) | | | | |

Identifier Details :

| | | | |
|---|---|---|---|
| Name | Photo | Finger Print | Signature |
| Shri Subhadip Ghosh Son of Debendra Nath Ghosh 524, Ostad Amir Khan Sarani, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 |  |  |  |
| | 09/12/2022 | 09/12/2022 | 09/12/2022 |
| Identifier Of Shri Debendra Nath Ghosh, RAJU SHAW, Shri ANURAG BHATTACHARYYA | | | |

On 08-12-2022

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 19,57,498/-



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

On 09-12-2022

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

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

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

Presented for registration at 11.58 hrs on 09-12-2022, at the Office of the A.D.S.R. BEHALA by RAJU SHAW ..

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

Execution is admitted on 09/12/2022 by Shri Debendra Nath Ghosh, Son of Late HARIDAS GHOSH , 524, Ustad Amir Khan Sarani, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Retired Person

Identified by Shri Subhadip Ghosh, . . Son of Debendra Nath Ghosh , 524, Ustad Amir Khan Sarani, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Service

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

Execution is admitted on 09-12-2022 by RAJU SHAW,

Identified by Shri Subhadip Ghosh, . . Son of Debendra Nath Ghosh , 524, Ustad Amir Khan Sarani, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Service

Execution is admitted on 09-12-2022 by Shri ANURAG BHATTACHARYYA, , GANPATI CONSTRUCTION (Partnership Firm), 676, Motilal Gupta Road, Sodepur Kalitola, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700082

Identified by Shri Subhadip Ghosh, . . Son of Debendra Nath Ghosh , 524, Ustad Amir Khan Sarani, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Service

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2022 12:20PM with Govt. Ref. No: 192022230208426881 on 09-12-2022, Amount Rs: 28/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BZULRA0 on 09-12-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,070/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 071088, Amount: Rs.5,000.00/-, Date of Purchase: 07/12/2022, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2022 12:20PM with Govt. Ref. No: 192022230208426881 on 09-12-2022, Amount Rs: 70/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BZULRA0 on 09-12-2022, Head of Account 0030-02-103-003-02



Asis Kumar Dutta

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2022, Page from 491545 to 491587
being No 160716221 for the year 2022.



Digitally signed by ASIS KUMAR DUTTA
Date: 2022.12.19 16:10:18 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2022/12/19 04:10:18 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

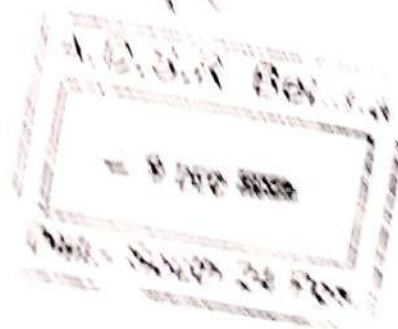
THIS DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY
made this the9th day of December....., Two Thousand Twenty
Two (2022) ;

BETWEEN

SRI DEBENDRA NATH GHOSH (PAN AECPG0782R, Aadhaar No. 2597 0019 8060, Mobile No. 9831781389, son of Late Haridas Ghosh, by faith- Hindu, by nationality- Indian, by occupation- retired from Service, residing at 524, Ustad Amir Khan Sarani, P.O. & P.S.- Haridevpur, Kolkata-700082, District : South 24-Parganas, hereinafter called and referred to as the **LANDOWNER/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, legal representatives, executors, administrators and/or assigns) of the **ONE PART**:

A N D

GANPATI CONSTRUCTION (PAN- AAXFG2565R.) a Partnership firm having its office at **676, Motilal Gupta Road**, Sodepur Kalitola, Post Office & Police Station - Haridevpur, Kolkata - 700082, District : South 24-Parganas, in the state of West Bengal, **REPRESENTED** by its partners 1. **RAJU SHAW (PAN- DMQPS5756G, Aadhaar No. 5895 5336 5609)**, son of Late Ashok Shaw, by faith Hindu, by occupation - Business, residing at 643, Motilal Gupta Road, P.O. & P.S.- Haridevpur, Kolkata - 700082, District : South 24-Parganas, in the state of West Bengal, **AND** 2. **SRI ANURAG BHATTACHARYYA (PAN- AZQPB0689R, Aadhaar No. 9048 6157 0028)**, son of Late Biswanath Bhattacharyya, by faith Hindu, by occupation - Business,



residing at 609, Motilal Chupta Road, Kolkata - 700082, District : South 24-Parganas, in the state of West Bengal, hereinafter called and referred to as the **DEVELOPER/ CONTRACTOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, legal representatives, executors, administrators and/or assigns) of the **OTHER PART**:

WHEREAS one Manick Chandra Roy Mondal was the recorded owner of **ALL THAT** piece and parcel of 54 satak Sali land in dag no. 510 and others land under Mouza- Sayedpur, J.L. No. 12, Touzi No. 8, R.S. No. 28, R.S. Khatian No. 136 under P.S.- Thakurpukur at present Haridevpur, District- South 24 Parganas.

AND WHEREAS said Manick Chandra Roy Mondal died intestate leaving behind his two sons namely Gajendra Nath Roy Mondal and Subodh Kumar Roy Mondal as his legal heirs and successors, who were jointly inherited the said property according to the Hindu Succession Act, 1956.

AND WHEREAS said Gajendra Nath Roy Mondal executed and registered a Deed of Settlement dated 07.11.1966 which was duly registered before S.R. Alipore and recorded in Book No.1, Volume No. 95, pages no. 157 to 165, being No. 5882 for the year 1966 in respect of his share of the said property in favour of his wife Nirmalabala Roy Mondal, two sons Modan Chandra Roy Mondal and Mohan Chandra Roy Mondal.

AND WHEREAS said Nirmalabala Roy Mondal, Modan Chandra Roy Mondal and Mohan Chandra Roy Mondal seized and possessed the



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A.D.S.R. Bd. 10
- 9 DEC 1972
Dist. Sdmt. 24 Pdt.

said property with said Subodh Kumar Roy Mondal free from all encumbrances.

AND WHEREAS said Subodh Kumar Roy Mondal, Nirmalabala Roy Mondal, Modan Chandra Roy Mondal and Mohan Chandra Roy Mondal were jointly sold, transferred and conveyed **ALL THAT** piece and parcel of 3 Cottahs 4 Chittacks shali land in dag no. 510 under Mouza- Sayedpur, J.L. No. 12, Touzi No. 8, R.S. No. 28, R.S. Khatian No. 136 under P.S.- Thakurpukur at present Haridevpur, District- South 24 Parganas unto and in favour of Mira Mahato, wife of Ganesh Chandra Mahato by virtue of a Deed of Conveyance dated 14.12.1979 which was duly registered before S.R. Alipore and recorded in Book No.1, Volume No. 108, pages no. 249 to 252, being No. 5644 for the year 1979.

AND WHEREAS by virtue of a Deed of Conveyance dated 21st day of July, 1989 said Mira Mahato sold, transferred and conveyed her purchased property i.e. **ALL THAT** piece and parcel of 3 Cottahs 4 Chittacks shali land in dag no. 510 under Mouza- Sayedpur, J.L. No. 12, Touzi No. 8, R.S. No. 28, R.S. Khatian No. 136 under P.S.- Thakurpukur at present Haridevpur, District- South 24 Parganas unto and in favour of Debendra Nath Ghosh, the Owner herein. The said Deed of Conveyance has been duly registered before D.S.R. Alipore and recorded in Book No.1, Volume No. 255, pages no. 17 to 25, being No. 10174 for the year 1989.

AND WHEREAS after purchasing the said land, the owner herein executed and registered a Deed of Declaration on 12th September, 1989 registered before D.S.R. Alipore and recorded in Book No.1, Volume No. 364, pages no. 288 to 290, being No. 1234 for the year 1989 for

annexed a Site Plan with the said Deed of Conveyance being No. 10174 for the year 1989.

AND WHEREAS the land owner herein duly mutated his name in the office of Kolkata Municipal Corporation bearing Assessee No. 41-122-09-0546-2, having its municipal premises No. 524, Ustad Amir Khan Sarani and he has been possessing and enjoying the aforesaid property by paying the relevant rent and taxes before the competent authority punctually and regularly and also sanctioned the building plan of a **G + III** storied residential from the Kolkata Municipal Corporation vide B.P. No. - **2022130013**, DT. - **18.04.2022** and the owner herein have full power and absolute authority to develop the said property by construction of a multi storied building upon the said property and also sanctioned the building.

AND WHEREAS the said Land Owner herein desire to construct a new multi storied building, on the said property, after demolishing the existing and standing structures thereat, using the services of an efficient developer, who have sufficient resources and expertise to complete the assignment of preparing a construction plan and obtaining requisite sanction thereof or and completing the construction in reasonable time and have the construction project commercially viable.

AND WHEREAS the DEVELOPER is involved inter alia in the business of developing housing and commercial building project and is interested in developing the said Land.

AND WHEREAS the DEVELOPER for the purpose of developing a residential building in the said **ALL THAT** piece and parcel of land measuring more or less 3 Cottahs 4 Chittacks along with one storied

building standing thereon in dag no. 510 under Mouza- Sayedpur, J.L. No. 12, Touzi No. 8, R.S. No. 28, R.S. Khatian No. 136, lying and situated at KMC premises No. 524, Ustad Amir Khan Sarani, P.S.- Thakurpukur at present Haridevpur, Kolkata-700082, within the limits of the Kolkata Municipal Corporation, Ward No.122, Assessee No. 41-122-09-0546-2, A.D.S.R. Behala, D.S.R. Alipore, District- South 24 Parganas, hereinafter referred to as 'the Said Property' approached the OWNER herein.

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

DEFINITION : Unless there is anything repugnant to subject or context, the terms:

- a. **OWNER :-** Shall mean **SRI DEBENDRA NATH GHOSH** (PAN AECPG0782R, Aadhaar No. 2597 0019 8060, Mobile No. 9831781389, son of Late Haridas Ghosh, by faith- Hindu, by nationality- Indian, by occupation- retired from Service, residing at 524, Ustad Amir Khan Sarani, P.O. & P.S.- Haridevpur, Kolkata-700082, District : South 24-Parganas, in the state of West Bengal, and/or his legal heirs, successors, executors, administrators, agents and representatives.
- b. **DEVELOPER :** Shall mean **GANPATI CONSTRUCTION (PAN- AAXFG2565R.)** a Partnership firm having its office at **676, Motilal Gupta Road**, Sodepur Kalitola, Post Office & Police Station - Haridevpur, Kolkata - 700082, District : South 24-Parganas, in the state of West Bengal, **REPRESENTED** by its partners 1. **RAJU SHAW (PAN- DMQPS5756G, Aadhaar No. 5895 5336 5609)**, son of Late Ashok Shaw, by faith Hindu, by occupation - Business, residing at 643, Motilal Gupta Road,

P.O. & P.S.- Haridevpur, Kolkata – 700082, District : South 24-Parganas, in the state of West Bengal, **AND 2. SRI ANURAG BHATTACHARYYA (PAN- AZQPB0689R, Aadhaar No. 9048 6157 0028)**, son of Late Biswanath Bhattacharyya, by faith Hindu, by occupation – Business, residing at 609, Motilal Gupta Road, Kolkata – 700082, District : South 24-Parganas, in the state of West Bengal, and/or its legal heirs, successors, executors, administrators, agents and representatives.

- c. **PREMISES :- ALL THAT** piece and parcel of land measuring more or less 3 Cottahs 4 Chittacks along with one storied building standing thereon in dag no. 510 under Mouza- Sayedpur, J.L. No. 12, Touzi No. 8, R.S. No. 28, R.S. Khatian No. 136, lying and situated at KMC premises No. 524, Ustad Amir Khan Sarani, P.S.- Thakurpukur at present Haridevpur, Kolkata-700082, within the limits of the Kolkata Municipal Corporation, Ward No.122, Assessee No. 41-122-09-0546-2, A.D.S.R. Behala, D.S.R. Alipore, District- South 24 Parganas, more fully and more particularly in the Schedule - "A" hereunder.
- d. **BUILDING :-** Shall mean the proposed multi-storied building to be constructed on the said premises in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation which will be also approved by the Owner and the said building will be named as **"GANPATI 524"**.
- e. **COMMON FACILITIES AND AMENITIES :-** Shall mean and include corridors, stair-ways, roof of the building, passages, drive-ways, common lavatories, underground water reservoir, or semi-underground water reservoir, overhead water tank, water pump and motor, common electricity and electric room/meter

room and other facilities which may be mutually agreed upon between the parties and required for the establishment location, enjoyment, provisions maintenance and/or management of the building.]

- f. **OWNER' ALLOCATION :-** Shall mean :
The Land Owner will get his share (i) 535 sq.ft. built up area in the Ground Floor (north-west side), (ii) 400 sq.ft. built up area in the First Floor (South side), (iii) 400 sq.ft. built up area in the Second Floor (South side), (iv) 600 sq.ft. built up area in the Third Floor (North-East side) of the proposed multi storied building, more fully and more particularly described in the Schedule - 'B' hereunder together with all common facilities and amenities attached thereto.
- g. **SHIFTING CHARGE :** At the time of handed over the peaceful khas vacant possession The Developer will pay shifting charge upto a sum of Rs.6000 /- (Rupees six thousand) only per month to the Land Owner respectively till the completion of the proposed building and/or hand over the peaceful khas possession of the said Owner's Allocation.
- h. **DEVELOPER'S ALLOCATION :-** Shall mean the remaining portion (i.e. except Owner's Allocation mentioned above) the Developer shall own of the proposed multi building to be constructed as per plan to be sanctioned by the K.M.C. i.e. the remaining flats, units, spaces, roofs etc. in the said new building at the said premises together with undivided, proportionate, impartible share of the land of the premises along with common facilities and amenities attributable thereto, more fully and more particularly described in Schedule - 'C' hereunder written.

- i. **THE ARCHITECT** :- Shall mean a qualified person or persons, firm having experience in civil construction and duly registered with the K.M.C. and all other statutory authorities required under the prevailing laws and will be appointed by the Developer for designing and planning of the said Project and/or Building at their own cost and expenses.
- j. **BUILDING PLAN** :- Shall mean such plan prepared by Architect for construction of the building to be constructed at the said premises and sanctioned by the Kolkata Municipal Corporation and/or any other competent authority as the case may be with or without modification thereto. Building Plan with maximum FAR to be sanction by the K.M.C. and shall include such addition, alteration, modification to the original plan as the developer may be make with consultation with the architect with intimation to the owner for approval and subsequently upon sanction by the K.M.C.
- k. **TRANSFER**:- With its grammatical variation shall include possession under the Agreement or part of performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882 by executing proper documents.
- l. **TRANSFeree**:- Shall mean any person/s, firm, limited Company, Association of persons or Body of individuals to whom any space in the building has been transferred.
- m. **TERMINATION**:- This agreement shall continue in force until terminated in accordance with the provisions of this Agreement. The termination of this agreement shall not relieve any party of any obligation or liability accrued prior to the date to the date of

termination. Nothing in this Agreement shall oblige any party to terminate this Agreement upon the occurrence of any of the events of default and each party shall be at liberty to pursue all other remedies including claims for damages which it may have arising of any non performance, breach or default by the other in lieu of this agreement.

The termination of this Agreement pursuant to any of the provisions of this Agreement shall not limit or otherwise affect any other remedy (including a claim for damages) which the terminating parts may have arising out of the event which gives rise to the right of termination.

- n. **EVENTS OF DEFAULT :-** By giving to the other party 60 days of written notice in writing if any party becomes or is declared bankrupt or goes into voluntary or compulsory liquidation except for the purpose of amalgamation or reconstructions; or by giving to the other party 60 days written notice if any distress or attachment is levied or any receiver is appointed in respect of the business or substantial part of the property or assets of any party, or if it takes any similar actions in consequences of debt; or by giving to the other parties sixty days written notice if there is a government expropriation of all or substantial part of the land; or by notice in writing to the other parties (effective upon dispatch) if any party is in material breach of any provisions of this agreement and such breach has not been remedied and or rectified to (to the reasonable satisfaction of the party issuing the notice) within sixty days of the notice of such breach having been served on that party of the party not in breach.

- o. **AND THAT** the DEVELOPER herein agreed to Develop the said land more fully and more particularly described in the SCHEDULE - 'A' hereunder by constructing a building project

having self contained units/flats at its own cost and expenses on the said land of the OWNER' on the consideration that the OWNER are the absolute Owner of the entire land mentioned hereunder and shall allow the DEVELOPER to construct a building project thereon and both the parties herein agreed to abide the following terms and conditions :-

- 1) That the DEVELOPER herein interested to develop the said land as per the sanctioned plan to be sanctioned by the Kolkata Municipal Corporation and shall complete the construction of the proposed building project according to the sanctioned plan/permission to be granted by the Kolkata Municipal Corporation on the land mentioned in the Schedule hereunder at the DEVELOPER'S exclusive costs, expenses and the DEVELOPER'S responsibility till completion of the building project, during the time of construction of the building project the OWNER shall have no responsibility to bear any cost and expenses including any problem during the time of construction of the building project until completion of the building project in all respects.
- 2) That the DEVELOPER herein shall appoint and engage qualified architect, engineers, L.B.S., technical persons, plumbers, masons, labours, electricians and shall remain liable and responsible to pay all their fees and remuneration.
- 3) That the DEVELOPER herein shall bear all the expenses for obtaining a building plan from the Kolkata Municipal Corporation including K.M.C. fees, L.B.S. fees, Planner's fees and all miscellaneous expenses required for the said purpose including the arrears of taxes and arrears of rent payable to the

authorities in respect of property mentioned in the Schedule hereunder and the OWNER shall assist to the best of its ability to obtain and maintain all government approval and other approvals, consents, notifications, or registrations as are necessary and or applicable under the present laws in connecting with the implementation of the said development work, consummation of the transactions, contemplated hereby and the performance of its obligations herein.

- 4) That the OWNER herein shall only liable and responsible to pay the Kolkata Municipal Corporation's rates and taxes in respect of the property mentioned in the Schedule hereunder till delivery of possession of the Schedule property to the DEVELOPER herein for construction of the building project having self contained units/ flats and the DEVELOPER herein shall remain liable and responsible to bear all the required fees and costs from the date of taking possession by the DEVELOPER for construction of the building project and its initial work. The DEVELOPER shall be entitled to demolish the existing buildings and/or structures and after getting the permission of the Owner and on mutual understanding, the OWNER hereof empower and/or authorise it in that behalf and shall not raise any objection thereto. The OWNER herein shall thereafter only liable to pay the rates and taxes to the Kolkata Municipal Corporation in respect of their allocation to the authorities after getting possession i.e. the OWNER' ALLOCATION after completion of the building projects in all respects in respect of their allocation only and the DEVELOPER or its nominee or assignee shall remain liable to pay the rates and taxes for the DEVELOPER'S ALLOCATION within the building project.

- 5) That the DEVELOPER shall complete the building project in all respect in accordance with the plan sanctioned by Kolkata Municipal Corporation by obtaining the same within a period of about 24 ^{twenty four} ~~(thirty six)~~ months from the date of this agreement (time is the essence of this project).
- 6) That the DEVELOPER herein shall construct and complete the building project with the best quality building material as may be available in the market.
- 7) The OWNER have full power and authority to enter into and implement this Agreement and is absolutely seized and possessed of and has exclusive, clear, unencumbered and subsisting marketing title over and in respect of the said property.
- 8) That after completion and/or registration of this Development Agreement, the Land Owner herein will execute and/or registered a Development Power of Attorney unto and in favour of the Developer herein for smoothly construction of the said proposed multi building and according to the said Development Power of Attorney the Developer have full right to sale or transfer its share out of the Developer's Allocation to any third Party subject to hand over the peaceful khas possession of the Owner's Allocation.
- 9) The OWNER have not entered into any Agreement for Sale, development, mortgage or transfer in respect of the said property and the said property or any part thereof is not subject to any statutory notice and or proceeding of any acquisition or requisition.

- 10) The said property is free from all charges, trusts, lien, lispendens, attachments and liabilities and the OWNER shall not sale, transfer, alienate, or encumber the said land directly during the continuance of this development agreement.
- 11) That the DEVELOPER shall install at its own cost the main electricity line from C.E.S.C. to the premises and provide for pump, water storage tanks, overhead reservoir, electric wiring and installation of other facilities as are required to be provided in the new building, as per sanctioned building plan, water, sewerage, drainage & sanitary system will be the prevailing system of the by Kolkata Municipal Corporation.
- 12) The OWNER undertakes that the OWNER shall not cause any interference or hindrances whatsoever during the time of construction of the building project by the DEVELOPER in any manner and also the DEVELOPER shall enjoy complete and uninterrupted access and use over the said property for the term of this agreement. Inspection of materials and work is to be allowed by the Owner time to time.
- 13) After getting possession of the OWNER' ALLOCTION portion in the new building, the OWNER shall not do any unlawful act, deed or thing whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any of the units and/or flats of the DEVELOPER'S Allocated portion in the said building project.
- 14) The OWNER shall positively give/provide vacant peaceful possession of the said Land and property to the DEVELOPER for

development by constructing a building project thereon as per the plan or the permission to be sanctioned/ granted by the Kolkata Municipal Corporation.

- 15) The DEVELOPER shall construct the proposed Multi-storied building at its own cost and responsibility do all the constructional work and shall remain liable for the constructional work and shall be liable to pay the taxes and other charges to the concerned authorities as may be required from the date of taking possession by the DEVELOPER to the delivery of the flat/flats to the OWNER and other intending purchasers.
- 16) The OWNER shall not make the DEVELOPER liable if the project has not been completed within the specific period mentioned above only due to force majeure events including flood, earthquake, riot, war, storm, tempest, civil commotion or any act of God or anything which is beyond the control of the DEVELOPER and if this continues for more than 3 years then the developer shall increase the shifting charge by 15% on every 11 months until the completion of this project .
- 17) That the DEVELOPER shall borne all the expenses of the said proposed multi-storied building, if any due occurred by the DEVELOPER, the OWNER shall not be liable or held responsible for said due at any manner whatsoever.
- 18) The development rights granted herein includes the exclusive right to the DEVELOPER to occupy, enter upon and use the said property and to make at its cost of expense such development, construction and improvements therein as may be necessary or appropriate to implement and establish the proposed multi-

storeyed building subject to and in accordance with the provisions of this Agreement and sanctioned plan.

- 19) The DEVELOPER has the exclusive right to enter into suitable agreements with independent contractors, DEVELOPER and or operators for developing and or operating the different components of the Project and no immoral/illegal act will be done.
- 20) All the structures constructed by the DEVELOPER on the said property shall belong to and be owned by the DEVELOPER apart from the OWNER allocation. The OWNER shall not raise any dispute or objections to the acts, deeds and things done by the DEVELOPER in accordance with this Agreement and which is for the benefit and interest of the DEVELOPER with regard thereto and the OWNER shall have no concern therewith.
- 21) That the DEVELOPER herein may at its option enter into any agreement or agreements with any intending purchaser or purchasers in respect of the DEVELOPER'S Allocation only.
- 22) That the DEVELOPER is entitled to receive, collect, realize or utilize all booking money, earnest money, consideration money from any intending purchaser or purchasers of the proposed building within the DEVELOPER'S allocated portion without creating any liability upon the OWNER towards the refund of such money or against any third party claim. The Owner will not be held liable for any act by the DEVELOPER.
- 23) The OWNER undertakes to sign all letters, papers, affidavits, plans, declarations, documents, as would be required for the

construction of the said proposed building project at the request of the DEVELOPER and also shall execute and register this agreement and shall execute the Power of Attorney in favour of the DEVELOPER and authorizing the DEVELOPER to do the development work by constructing a building project and also for development of the land by construction of a building project having self-sufficient units/flats at the entire costs and expenses of the DEVELOPER herein. The OWNER shall execute and register the power of attorney at the cost of the DEVELOPER for transfer of the DEVELOPER'S ALLOCATION to the respective intending purchaser/s by executing and registering deed/s in respect of proportionate share of land.

- 24) The OWNER further agrees to sign and execute any application, plan and or other papers as may be reasonably required from time to time to enable the DEVELOPER to obtain sanctions, approvals and or permissions from any or all the concerned authorities including the local authorities and also to obtain all other permissions and approvals as the DEVELOPER may deem necessary or be required to obtain from time to time. In any event the DEVELOPER as the constituted attorney of the OWNER shall be entitled to and is hereby authorized to sign any such document, plans and applications.
- 25) The DEVELOPER is entitled to place any hoarding or publish any advertisement in any daily newspaper or any other public forum or media to draw the attraction of the prospective purchasers for the DEVELOPER'S allocated portion in the proposed building.

- 26) That upon completion of the proposed building the DEVELOPER shall serve a notice in writing to the OWNER for possession of their allocated flat/flats and the OWNER shall be under obligation to take possession of such constructed flat/flats. If the OWNER fail to take the possession of such OWNER'S allocated flat/flats, the DEVELOPER shall not be liable for any claim.
- 27) That the OWNER agree to execute the necessary authorizations, authority letter and No Objections certificates in favour of the DEVELOPER, simultaneously on the execution of this Agreement to carry out the development of the said land by getting fresh building plans approved by the relevant authority or to obtain necessary permissions from any government body or statutory authority of the same.
- 28) That the OWNER have agreed to and shall execute the Deeds of Sale in favour of the intending purchaser/ purchasers after appearing before the Registering Authorities, having competent authority to accept and register the Deed/Deeds, in favour of the intending purchaser/purchasers of the flats/units of the DEVELOPER'S allocated portion in respect of the proportionate share of land and in no event shall claim any money or moneys regarding transfer of DEVELOPER'S ALLOCATED portion to any intending purchaser.

SCHEDULE - 'A' ABOVE REFERRED TO

(Description of the property)

ALL THAT piece and parcel of land measuring more or less 3 Cottahs 4 Chittacks along with one storied building standing thereon in dag no. 510 under Mouza- Sayedpur, J.L. No. 12, Touzi No. 8, R.S.

No. 28, R.S. Khatian No. 136, lying and situated at KMC premises No. 524, Ustad Amir Khan Sarani, P.S.- Thakurpukur at present Haridevpur, Kolkata-700082, within the limits of the Kolkata Municipal Corporation, Ward No.122, Assessee No. 41-122-09-0546-2, A.D.S.R. Behala, D.S.R. Alipore, District- South 24 Parganas (Zone :-) **TOGETHER WITH** all easement rights over the adjacent wide Road, which is butted and bounded as follows:-

ON THE NORTH : Property of Pushpa Rani Das.

ON THE SOUTH : Property Kalu Chandra Bal.

ON THE EAST : C.S Dag No. 509

ON THE WEST : 12' feet wide common passage (approach road).

SCHEDULE 'B' ABOVE REFERRED TO
(OWNER' ALLOCATION)

OWNER' ALLOCATION :- The LandOwner got their share (i) 535 sq.ft. built up area in the Ground Floor (north-west side), (ii) 400 sq.ft. built up area in the First Floor (South side), (iii) 400 sq.ft. built up area in the Second Floor (South side), (iv) 600 sq.ft. built up area in the Third Floor (North-East side) of the proposed multi storied building.

SHIFTING CHARGE : At the time of handed over the peaceful khas vacant possession The Developer will pay shifting charge upto a sum of **Rs.6000 /- (Rupees Six thousand) only** per month to the Land Owner respectively till the completion of the proposed building and/or hand over the peaceful khas possession of the said Owner' Allocation.

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

DEVELOPER'S ALLOCATION:- ALL THAT the remaining portion (i.e. except Owner' Allocation mentioned above) the Developer shall own of the proposed multi building to be constructed as per plan to be sanctioned by the K.M.C. i.e. the remaining flats, units, spaces, roofs etc. in the said new building at the said premises together with undivided, proportionate, impartible share of the land of the premises along with common facilities and amenities attributable thereto.

SCHEDULE - 'B' ABOVE REFERRED TO
(Common areas and facilities reserved for the flat/flats,
unit/units holders within the premises)

1. The land comprised in the premises and the building with all plumbing system, electric system, sewerage system, common paths and lobbies all ground floor open space, general lighting of the common portions shall be provided.
2. Drains, sewers, main water connection from the Kolkata Municipal Corporation to the underground main water delivery pipelines from the semi-underground reservoir to overhead water tank, all

distribution pipe lines to kitchen and toilets of different units and/or to the common portions.

3. That the Kolkata Municipal Corporation water supply to be reserved in underground tank and thereafter shall be lifted to the overhead tank by the self pump arrangement system of the premises.
4. Staircase and landings from ground floor to the ultimate roof level and lobbies common to staircase at different floors and the roof.
5. Water pumps and motors, electrical wiring and main switch gears, main electrical distribution boards, electrical wiring and other installations and fittings, main electric meter and access to pump room, electric meter space, but shall not have any right of access of other areas specifically for other purposes.
6. Boundary walls, main gates, driveways to the premises and the building.
7. All other common areas and services of the building including all construction and installations thereon and proportionate share of land attributable in the said area of flat which includes area of staircase depth of walls and other service areas.
8. Right of egress and ingress to top floor roof, all beams rafters, columns, supports etc.
9. Easement right over the common roof over the Building.

SCHEDULE - 'C' ABOVE REFERRED TO
(Common Expenses)

1. All cost of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating and lighting the common portions including the outer walls of the building and boundary walls, staircase, top floor roof, water pipes, electric wires etc.
2. Municipal and other rates and taxes and other outgoings till separately assessed or incurred in respect of any unit.
3. Cost of establishment of the Association of the flats or unit holders relating to common purposes.
4. Any other expense or expenses for common purposes including salary of watchman/darwān, sweeper etc. or other expenses.
5. Other expenses if any, of the Association incurred for maintaining the office for common purposes.

(Said Building)

BRIEF SPECIFICATION OF WORK

1. Foundation: As per standard applicable design
2. Super Structure: R.C.C. framed structure as per design of the Architect & Structural Engineer.
3. Roof : Reinforced concrete slab.
4. Wall Finish : (a) All internal walls & ceilings of the main building to be finished with Plaster of Paris.

(b) External walls of the main building to be finished with two coats of Exteriors paints of standard quality.

(c) Boundary walls to be finished with suitable paints.

(d) All common areas, passages, staircase, walls and ceilings inside the building shall also have two coats of standard quality paints.

5. Flooring :

(a) Vitrified flooring shall be used in Living/ Dining Room. Bed Rooms, Balcony , Marble flooring will be done in stairs and net cement will be done in side open spaces.

(b) Non Slippery Tiles will be used for flooring of Kitchen and Toilets.

(c) Terrace of the building will be finished with Cement Flooring.

(d) Other common and open area on ground floor shall have cement flooring.

6. Windows :

Aluminium window of suitable design without grill.

7. Door :

(a) All doors to be 30 mm Commercial Flush doors with good tower bolts of standard make, design, shape and size.

(b) All gates of Staircase, Head rooms and Main Boundary shall be of mild steel.

8. Toilets : (a) All white glazed vitreous sanitary ware shall be provided. (Indian / Western type)
- (b) Glazed Tiles shall be provided upto 6 feet height.
- (c) Provision for Exhaust Fan shall be provided.
- (d) All C.P. fittings shall be of standard make.
- (e) All plumbing works inside toilet shall be concealed in walls.

9. Kitchen : (a) Cooking Slab shall be finished with Black stone.
- (b) One Steel Sink and one Bib Cock of standard make shall be provided.
- (c) Separate point for Aqua guard/ water purifier will be provided.
- (d) Glazed Tiles of standard make shall be provided in dado upto 2 feet height above cooking slab.
- (e) Provision for Exhaust Fan shall be provided.
- (f) All plumbing works inside kitchen will be concealed in walls.

10. Electricals : All electrical wiring of approved quality to be concealed in walls and ceiling.
- Provision for sufficient number of light, fan and plug points in rooms, toilet, kitchen, verandah etc.

11. Water Supply System : Provision for 24 hour uninterrupted water supply to toilet and kitchen from overhead PVC tank.

12. Sanitary & Plumbing : P.V.C. soil line and waste line of approved quality to be provided, P.V.C. water distribution line of approved quality from overhead Pvc water reservoir for internal distribution of water to toilet and kitchen.

POWER OF ATTORNEY RELATED WITH THE AGREEMENT FOR DEVELOPMENT AS MENTIONED EARLIER

SRI DEBENDRA NATH GHOSH (PAN AECPG0782R, Aadhaar No. 2597 0019 8060, Mobile No. 9831781389, son of Late Haridas Ghosh, by faith- Hindu, by nationality- Indian, by occupation- retired from Service, residing at 524, Ustad Amir Khan Sarani, P.O. & P.S.- Haridevpur, Kolkata-700082, District : South 24-Parganas, in the state of West Bengal, hereinafter called and referred to as the **LAND OWNER.**

NOW KNOW YE BY THESE PRESENTS that I, the executant herein, do hereby nominate, constitute, appoint and empower, **GANPATI CONSTRUCTION (PAN- AAXFG2565R.)** a Partnership firm having its office at **676, Motilal Gupta Road, Sodepur Kalitola, Post Office & Police Station - Haridevpur, Kolkata - 700082, District : South 24-Parganas, in the state of West Bengal, REPRESENTED** by its partners **1. RAJU SHAW (PAN- DMQPS5756G, Aadhaar No. 5895 5336 5609), son of Late Ashok Shaw, by faith Hindu, by occupation -**

Business, residing at 643, Motilal Gupta Road, P.O. & P.S.- Haridevpur, Kolkata – 700082, District : South 24-Parganas, in the state of West Bengal, **AND 2. SRI ANURAG BHATTACHARYYA (PAN-AZQPB0689R, Aadhaar No. 9048 6157 0028)**, son of Late Biswanath Bhattacharyya, by faith Hindu, by occupation – Business, residing at 609, Motilal Gupta Road, Kolkata – 700082, District : South 24-Parganas, in the state of West Bengal, hereinafter called and referred to as the **DEVELOPER/ CONTRACTOR** as our true and lawful Attorney and Agent, in our name and on our behalf, to execute and perform or cause to be done, execute and perform all or any of the following acts, deeds, matter and things as mentioned hereafter:

1. To receive permissive peaceful possession of the land//property and to hold, manage and maintain such permissive peaceful possession in accordance with the terms and conditions contained in the said Agreement.
2. To enter into, hold and defend permissive peaceful possession of the land//property and every part thereof and also to manage and maintain such permissive peaceful possession in accordance with the terms and conditions contained in the said Agreement.
3. To appear and represent, and sign and submit the building plan or plans/ all applications, specifications, indemnities to the Kolkata Municipal Corporation, B.L. & L.R.O, C.E.S.C. and other concerned authorities and mutations of the said property and in respect of building, or buildings constructed on the said property and application for water connection, electric supply and other incidental matters of the said property on our behalf.

4. To have the said Land (as described in the "SCHEDULE" hereto) developed by undertaking development and construction of the apartment building as per the scheme of the said Project, containing ownership flats and/or other structures thereon ("The Building") as per approved plan and for the said purpose, to do soil testing, excavation and all other necessary work.
5. To apply for sanction of Building Plan before The Kolkata Municipal Corporation or concerned sanctioning authorities on our behalf and to obtain the Sanctioned Building Plan thereof on our behalf.
6. To apply for and obtain such permissions, as be necessary for obtaining steel, cement, bricks and any other construction and building materials and/or construction equipments and to appoint contractors and/or sub-contractors for the purpose of development and construction of 'The Building'.
7. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with the said building to be constructed and applying for and to obtain the Sanction of modified plan, if necessary.
8. To apply for and obtain electricity, water, gas, sewerage and/or connections of any other utilities and infra structure facilities from the Municipal Authorities and/or any other authority or authorities.
9. To warn off and prohibit any trespasser on the property or any parts thereof and to take appropriate steps, whether by legal action or otherwise.

10. To negotiate for sale and/or transfer of flats or any portions thereof, in respect of the Developer's allocated portion together with proportionate, undivided, impartible share of the land to any purchaser/s and/or other persons in terms of the said Agreement and to receive all the earnest moneys and/or part and/or full consideration thereof and undivided proportionate share in the land and the rights appurtenant thereto and to enter into agreements, including sale agreements, lease agreements etc, containing such provisions and also to fulfill and enforce mutual obligations thereunder in respect of Developer's Allocation in terms of the Agreement , dated
11. To sign, execute, enter into, modify, cancel, alter, draw, approve Agreements for Sale and/ or Deeds of Conveyances or transfer and to admit the execution thereof and get such documents, duly registered and all papers, documents, contracts, agreements, declarations, affidavit, applications, returns, confirmations, consents and other documents as may in any way, be required to be so done for and in connection with the development and transfer of the land/property or any part and/or portion thereof and to receive all premium/ consideration, service charges, taxes and other amounts thereof and grant valid receipts and discharges for the same in respect of the Developer's Allocation.
12. To appear before the Registrar of Assurances at Kolkata, District Registrars, District Sub-Registrars, Addl. District Sub-Registrars of the District South 24-Parganas, having jurisdiction for the same and to submit and present for registration and duly register according to law, any or all Agreement for Sale or Deed of Conveyance or conveyances of the aforesaid flats and other deed or deeds, document or documents or instruments, writing or writings whatsoever in favour of any purchaser or purchasers, and receive earnest money and/or

consideration money in respect of the said flats of the Developer's allocation with undivided proportionate share of the land and to discharge valid money receipts against the Agreement for Sale and Deed of Conveyance to be executed in favour of the Purchaser/Purchasers and to sign all or any endorsement or any acknowledgements and to do all other things and acts which may be necessary for effecting and registration of such deeds, documents, writings instrument of any of them.

13. To appear before any Metropolitan and Executive Magistrates and all other Officer or Officers and/or authority or authorities in connection with enforcement of all powers and authorities as contained herein.
14. To execute and register necessary documents including the Agreement for Sale, Sale Deed and Deed of Conveyance in respect of flats, space, shop room, car parking space etc. in favour of any purchaser or purchasers and to present any such Sale Agreement, Deeds, Documents and/or Deed of Conveyance or Conveyances for its registration and to admit execution and receipt of consideration thereof before the any Registrar or District Sub-Registrar or Addl. District Sub-Registrar or Registrar of Assurance at Kolkata, having jurisdiction of the same and authority for and to have said Agreement and/or Deed of Conveyance registered, and to do all acts, deeds and things in respect of the proportionate undivided share in the said land along with the building consisting of several flats and/ or service area in respect of the Developer's Allocation in the proposed building or part thereof.
15. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the plans to any authority or authorities.

16. To apply for and obtain electricity gas, water, sewerage, drainage, telephone or other connections of any other utility to the said and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.
17. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property or any part thereof.
18. To pay all outgoing, including Service Charges, Municipal Tax, Urban Land Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the land as occupier only and receive refunds and other moneys, including compensation of any nature and to grant valid receipt and/or discharge therefore.
19. To give undertakings, assurance and indemnities, as may be required for the purposes aforesaid.
20. To appear and represent me before all authorities, including the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Urban land Ceiling Authorities, BL & LRO, Fire Brigade and/or Kolkata Police (if required) and other authorities in connection with the said Property and also in connection with the sanction modification and/or alteration of any building plans, if required.

AND GENERALLY to do all acts, deeds and things in my name as I could have lawfully done and I hereby ratify and confirm and agree to

ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done in or about the said Land as aforesaid.

THE SCHEDULE ABOVE REFERRED TO

(LAND)

ALL THAT piece and parcel of land measuring more or less 3 Cottahs 4 Chittacks along with one storied building standing thereon in dag no. 510 under Mouza- Sayedpur, J.L. No. 12, Touzi No. 8, R.S. No. 28, R.S. Khatian No. 136, lying and situated at KMC premises No. 524, Ustad Amir Khan Sarani, P.S.- Thakurpukur at present Haridevpur, Kolkata-700082, within the limits of the Kolkata Municipal Corporation, Ward No.122, Assessee No. 41-122-09-0546-2, A.D.S.R. Behala, D.S.R. Alipore, District- South 24 Parganas together with all easement rights, over the adjacent 10' feet wide Road, which is butted and bounded as follows:-

ON THE NORTH : Property of Pushpa Rani Das.
ON THE SOUTH : Property Kalu Chandra Bal.
ON THE EAST : C.S Dag No. 509
ON THE WEST : 12' feet wide common passage (approach road).

IN WITNESS WHEREOF the parties hereunto set and subscribe their hands and seals on the9th day of ...December 2022 year above written.

SIGNED AND DELIVERED

In the presence of:

1. Subhodip Ghosh
524, OAKS Avenue, Haridwar
KOL-700082

Deben Dza Nath Ghosh

SIGNATURE OF THE OWNER

For GANPATI...

2 S. P. Bose, Raychandnagar
49/1 J. M. Ghosh Park
KOL-82

For GANPATI...

SIGNATURE OF THE DEVELOPER

Drafted & Prepared by:

Sushmita Ghosh
Advocate
Alipore Police Court
KOL-29

| | | Thumb | 1 st finger | Middle Finger | Ring Finger | Small Finger |
|-------|------------|-------|------------------------|---------------|-------------|--------------|
| PHOTO | left hand | | | | | |
| | right hand | | | | | |

Name

Signature



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

Name DEBENDRA NATH GHOSH
Signature Debendra Nath Ghosh



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| left hand | | | | | | |
| | right hand | | | | | |

Name RAJU SHAW
Signature Raju Shaw



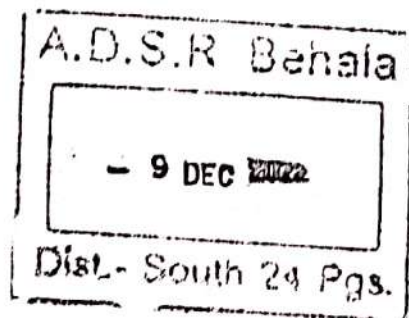
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| left hand | | | | | | |
| | right hand | | | | | |

Name ANURAG BHATTACHARYA
Signature Anurag Bhattacharya

9830073782
Anurag Bhattacharya



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सत्यमेव जयते

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

| | | |
|--|--|--|
| Query No./Year | 2003469463/2022 | Office where deed will be registered |
| Query Date | 08/12/2022 2:40:44 PM | Deed can be registered in any of the offices mentioned on Note: 11 |
| Applicant Name, Address & Other Details | Sushmitendu Sarkar Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830550630, Status : Advocate | |
| Transaction | Additional Transaction | |
| [0139] Sale, Development Power of Attorney | [4002] General Power of Attorney [Rs : 2/-], [4305] Declaration [No of Declaration : 2] | |
| Set Forth value | Market Value | |
| Rs. 2/- | Rs. 19,57,498/- | |
| Total Stamp Duty Payable(SD) | Total Registration Fee Payable | |
| Rs. 5,070/- (Article:48(g)) | Rs. 28/- (Article:E, E, E) | |
| Mutation Fee Payable | Expected date of Presentation of Deed | Amount of Stamp Duty to be Paid by Non Judicial Stamp |
| | | Rs. 5,000/- |
| Remarks | | |

Land Details :

District: South 24-Parganas, Thana: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ustad Amir Khan Sarani, Road Zone : (Sodepur 1st lane -- Kalipur Road(Ward 122)) , , Premises No: 524, , Ward No: 122, Pin Code : 700082

| Sch No | Plot Number | Khatian Number | Land Use/ROR Proposed | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---------------|-------------|----------------|-----------------------|------------------|-------------------------|-----------------------|---------------------------------|
| L1 | (RS :-) | | Bastu | 3 Katha 4 Chatak | 1/- | 17,54,998/- | Width of Approach Road: 12 Ft., |
| Grand Total : | | | | 5.3625Dec | 1 /- | 17,54,998 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 300 Sq Ft. | 1/- | 2,02,500/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Total : | | 300 sq ft | 1 /- | 2,02,500 /- | |



Query No: 2003469463 of 2022, Printed On : Dec 8 2022 2:54PM, Generated from wbregistration.gov.in

Principal Details :

| SI No | Name & address | Status | Execution Admission Details : |
|-------|---|------------|--|
| 1 | Shri Debendra Nath Ghosh Son of Late HARIDAS GHOSH, 524, Ustad Amir Khan Sarani, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. aexxxxxx2r, Aadhaar No.: 25xxxxxxxx8060, Status : Individual, Executed by: Self To be Admitted by: Self | Individual | Executed by: Self To be Admitted by: Self |

Attorney Details :

| SI No | Name & address | Status | Execution Admission Details : |
|-------|---|--------------|-------------------------------|
| 1 | GANAPATI CONSTRUCTION (Partnership Firm) .676, Motilal Gupta Road, Sodepur Kalitola, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 PAN No. AAxxxxxx5R, Aadhaar No Not Provided by UIDAI Status : Organization, Executed by: Representative | Organization | Executed by: Representative |

Representative Details :

| SI No | Name & Address | Representative of |
|-------|--|-----------------------------|
| 1 | RAJU SHAW Son of Late Ashok Shaw 643, Motilal Gupta Road, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. dmxxxxxx6g, Aadhaar No.: 58xxxxxxxx5609 | GANAPATI CONSTRUCTION |
| 2 | Shri ANURAG BHATTACHARYYA Son of Late Biswanath Bhattacharyya 609, Motilal Gupta Road, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. azxxxxxx9r, Aadhaar No.: 90xxxxxxxx0028 | GANAPATI CONSTRUCTION (as) |

Identifier Details :

| Name & address |
|--|
| Shri Subhadip Ghosh Son of Debendra Nath Ghosh 524, Ustad Amir Khan Sarani, City:- , P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Shri Debendra Nath Ghosh, RAJU SHAW, Shri ANURAG BHATTACHARYYA |



Query No: 2003469463 of 2022, Printed On : Dec 8 2022 2:40PM, Generated from wbregistration.gov.in



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



091220222020842687

GRIPS Payment Detail

| | | | |
|-------------------|---------------------|---------------------|---------------------|
| GRIPS Payment ID: | 091220222020842687 | Payment Init. Date: | 09/12/2022 12:19:10 |
| Total Amount: | 98 | No of GRN: | 1 |
| Bank/Gateway: | State Bank of India | Payment Mode: | Online Payment |
| BRN: | 1K0BZULRA0 | BRN Date: | 09/12/2022 12:20:26 |
| Payment Status: | Successful | Payment Init. From: | GRIPS Portal |

Depositor Details

Depositor's Name: S SARKAR
Mobile: 9732795535

Payment(GRN) Details

| Sl. No. | GRN | Department | Amount (₹) |
|---------|--------------------|---|------------|
| 1 | 192022230208426881 | Directorate of Registration & Stamp Revenue | 98 |
| Total | | | 98 |

IN WORDS: NINETY EIGHT ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.