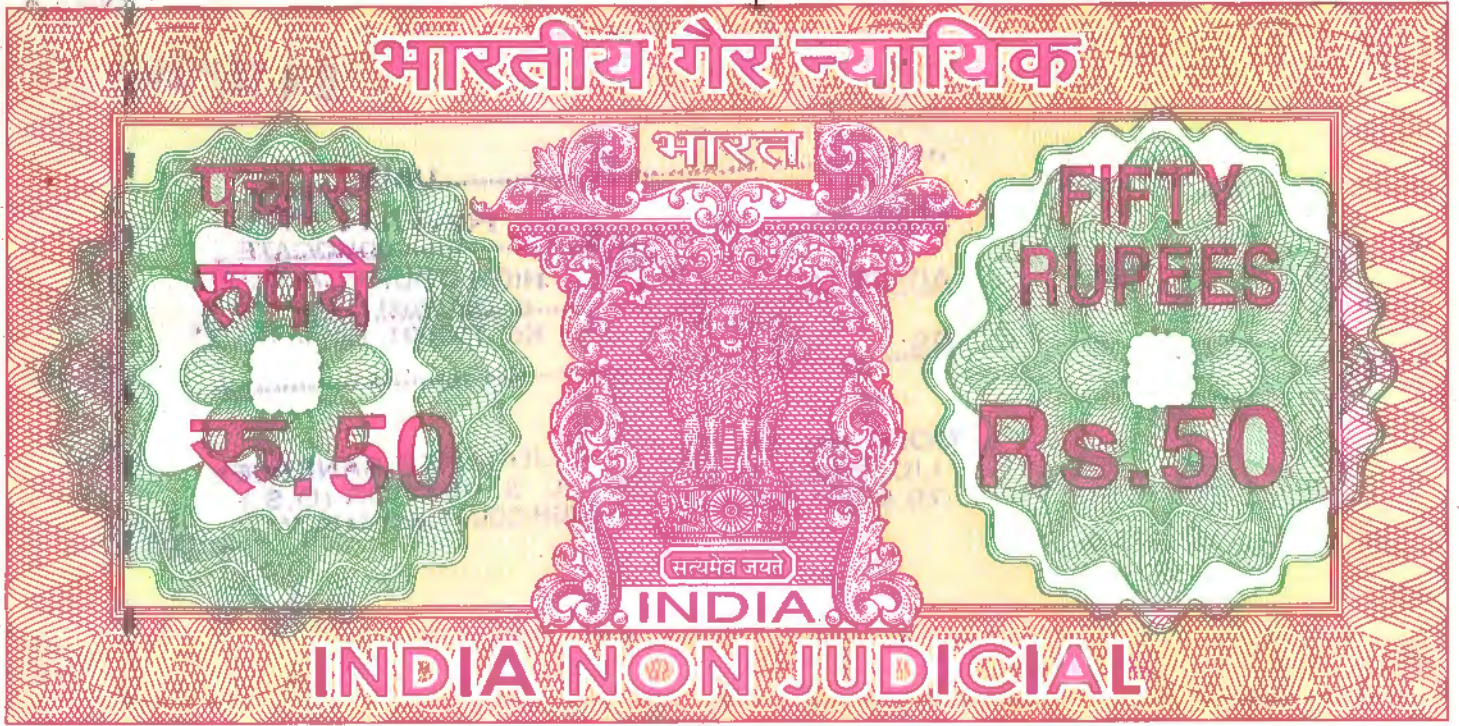


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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to Registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Registrar-II  
 Alipore, South 24-Parganas

20 SEP 2024

**DEVELOPMENT AGREEMENT CUM DEVELOPMENT POWER OF ATTORNEY**

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND/CUM DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS 20th DAY OF September, TWO THOUSAND AND TWENTY-FOUR (2024), A.D;

**BETWEEN**

Haimoy Kumar Basu

Megha Basu  
Majukh Basu

B. S. CONSTRUCTIONS & INFRASTRUCTURES PVT. LTD.

Director

Phonal: 8000

04 SEP 2024

36525

NO.....DATE.....

SOLD TO..... **RATAN PAL**.....  
ADVOCATE

ADDRESS..... **HIGH COURT CALCUTTA**.....  
Old Post Office Street  
KOL-700001, Room No. 35

RS.....

CODE NO. (1067)  
LICENCED NO.  
20 & 20A / 1973

**ANJUSHREE BANERJEE**  
L. S. VENDOR (O.S.)  
HIGH COURT, KOLKATA.

04 SEP 2024



01 12/1 10/2024 10/2024 10/2024

[1] **SRI MRINMOY KUMAR BASU, [PAN - AEGPB4974C] [D. O. B. -28.12.1960] [AADHAAR NO. 8030 3681 1093]**, son of Late Mohan Lal Basu, by faith- Hindu, by occupation- Advocate, by nationality - Indian, residing at 49, 49/1, Kayasthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas; [2] **SHRI MAYUKH BASU, [PAN - IAHPB1413D] [D. O. B. - 01.06.2006] [AADHAAR NO. 4282 6475 5276]**, son of Late Manab Kumar Basu, by faith- Hindu, by occupation- Student, by nationality - Indian, residing at 49, 49/1, Kayesthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas and [3] **SMT MEGHNA BASU [PAN - CNXPB6902N] [D. O. B. -22.10.1998] [AADHAAR NO. 9739 6108 5440]**, daughter of Late Manab Kumar Basu, by faith- Hindu, by occupation- Service, by nationality - Indian, residing at 49, 49/1, Kayasthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas; hereinafter shall COLLECTIVELY be called and referred to as the "**OWNERS**"(which expression shall mean and include their respective legal heirs, Executors, successors, administrators, legal representatives, nominee/s and/or permitted assigns) of the **FIRST PART**.

**AND**

Director

**B. S. CONSTRUCTIONS AND INFRASTRUCTURES PRIVATE LIMITED, (PAN- AADCB6173D) (D.O.I. 24.09.2008)**, a Company incorporated under the Companies Act, 1956 having its registered Office at 28, Anil Roy Road, P.O-Sarat Bose Road & P.S-Lake, Kolkata 700 029, represented by one of its Directors, namely, represented by its Director namely **SRI BHARAT SINGH, [PAN - AIZPS9896F] [D. O. B. - 02.01.1958] [AADHAAR NO: 9707 0987 8035]**, son of Late Radha Mohan Singh, by faith- Hindu, by occupation- Business, by nationality - Indian, residing at 89, Salkia School Road, Bangeshwar Apartment, 7<sup>th</sup> Floor, P.O. - Salkia, P.S. - Golabari, Howrah - 711106, District - Howrah; hereinafter called and referred to as the "**DEVELOPER/BUILDER**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its legal heirs, Executors, successors/ successors-in-office, administrators, legal representatives, nominees, and/or permitted assigns) of the **SECOND PART**.

**WHEREAS** one Teenkori Basu was the Rayat Stithiban Owner of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- KasbadakHaltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145

*Mohan* *Meghna Basu* *Mayukh Basu*



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recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

DAG NO.	CHARACTER	AREA
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	TOTAL	<b>0.87 SATAKS</b>

**AND WHEREAS** said Teenkori Basu died intestate leaving behind him surviving his legal heirs namely- (1) Shri Shashi Bhushan Basu (Son) and (2) Shri Hori Charan Basu (Son) as his inheritors in his place to his estate. His wife predeceased him.

**AND WHEREAS** said Shashi Bhushan Basu and Hori Charan Basu became seized and possessed of and well and sufficiently entitled to as the joint lawful owners in respect to **ALL THAT** piece and parcel of and together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

DAG NO.	CHARACTER	AREA
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS

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Meghna Basu  
Mayukh Basu



3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	TOTAL	<b>0.87 SATAKS</b>

**AND WHEREAS** said Hori Charan Basu died intestate in the year 1921 leaving behind him surviving his legal heirs namely- (1) Smt Pankajini Basu (Widow) and (2) Kumari Kamala Basu (Minor daughter) as his inheritors in his place to his estate.

**AND WHEREAS** thus said **Shri Shashi Bhushan Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided ½ share** and **Smt Pankajini Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** and **Kumari Kamala Basu** jointly became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

DAG NO.	CHARACTER	AREA
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS

*Shan*  
Meghna Basu

Mayukh Basu



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3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	TOTAL	<b>0.87 SATAKS</b>

**AND WHEREAS** one Umapada Basu, son of Shri Shashi Bhushan Basu died intestate in the year 1926 leaving behind him surviving his legal heirs namely- (1) Smt Ashalata Dasi (Basu) (Widow), (2) Master Mohan Lal Basu (Minor Son) and (3) Master Kartick Chandra Basu (Minor Son) as his inheritors in his place to his estate.

**AND WHEREAS** said Asha lata Dasi (Basu), widow of Late Umapada Basu died intestate in the year 1929 leaving behind her surviving her legal heirs namely- (1) Shri Mohan Lal Basu (Son) and (3) Shri Kartick Chandra Basu (Son) as her inheritors in her place to her estate.

**AND WHEREAS** meanwhile Chandi Charan Basu, Ram Charan Basu, Nemai Charan Basu, all unmarried sons of Shri Shashi Bhushan Basu also died one after another leaving behind them surviving their father - Shri Shashi Bhushan Basu and mother - Smt Sushila Bala Dasi (Basu), as their legal heirs in their place.

**AND WHEREAS** said Shashi Bhushan Basu died intestate on the 04<sup>th</sup> day of October 1954 leaving behind him surviving his legal heirs namely- (1) Smt Sushila Bala Dasi (Basu) (Widow), (2) Shri Mohan Lal Basu (Grand Son), (3) Shri Kartick Chandra Basu (Grand Son) and (4) Smt Sati Rani Das (Basu) (Married daughter) as his inheritors in his place to his estate.

**AND WHEREAS** thus said [1] **Smt Sushila Bala Dasi (Basu)** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/6<sup>th</sup> share**, [2] **Smt Sati Rani Das (Basu)** became seized and possessed of and well and

*Mans*  
Meghna Basu  
Mayukh Basu



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sufficiently entitled to as the lawful owner of undivided 1/6<sup>th</sup> share, [3] **Shri Mohan Lal Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of undivided 1/12<sup>th</sup> share, [4] **Shri Kartick Chandra Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of undivided 1/12<sup>th</sup> share, [5] **Smt Pankajini Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of undivided 1/4<sup>th</sup> share and [6] **Kumari Kamala Basu** jointly became seized and possessed of and well and sufficiently entitled to as the lawful owner of undivided 1/4<sup>th</sup> share of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

DAG NO.	CHARACTER	AREA
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	TOTAL	<b>0.87 SATAKS</b>

**AND WHEREAS** said Sushila Bala Dasi (Basu) died intestate on the 23<sup>rd</sup> day of December 1960 leaving behind her surviving her legal heirs namely- (1) Shri Mohan Lal Basu (Grand Son), (2) Shri Kartick Chandra Basu (Grand Son) and (3) Smt Sati Rani Das (Basu) (Married daughter) as her inheritors in her place to her estate as per the provisions of the Hindu Succession Act 1956.

*[Signature]*

Meghna Basu

Mayukh Basu



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**AND WHEREAS** thus said [1] **Smt Sati Rani Das (Basu)** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share**, [3] **Shri Mohan Lal Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/8<sup>th</sup> share**, [4] **Shri Kartick Chandra Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/8<sup>th</sup> share**, [5] **Smt Pankajini Basu** became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** and [6] **Smt Kamala Basu** jointly became seized and possessed of and well and sufficiently entitled to as the lawful owner of **undivided 1/4<sup>th</sup> share** of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.87 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

DAG NO.	CHARACTER	AREA
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3594	DANGA	0.13 SATAKS
3364	SHALI	0.08 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	TOTAL	<b>0.87 SATAKS</b>

**AND WHEREAS** in order to avoid future misunderstandings and confusions, said Mohan Lal Basu, Kartick Chandra Basu, Sati Rani Das, Pankajini Basu and Kamala Basu decided to partition the entire properties among themselves and as such entered

*Basu*  
Meghna Basu

*Mouyukh Basu*



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into a Deed of Partition dated 04<sup>th</sup> September of 1969 incorporating all the agreed terms, conditions and stipulation agreed by all of them mentioned therein and registered the same at the office of the Joint Sub- Registrar of Alipore at Alipore, Dist. 24 Parganas and recorded the same in Book No. 1, Volume No. 77 from Page No. 222 to Page No. 232 as Being No. 4398 for the year 1969.

**AND WHEREAS** by virtue of the Deed of Partition dated 04<sup>th</sup> September of 1969, said Mohan Lal Basu and Kartick Chandra Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.66 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

DAG NO.	CHARACTER	AREA
3376/3652	BASTU	0.07 SATAKS
3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	TOTAL	<b>0.66 SATAKS</b>

**AND WHEREAS** said Mohan Lal Basu died intestate on the 28<sup>th</sup> day of February 1999 leaving behind him surviving his legal heirs namely- (1) Shri Manoj Basu (Son), (2) Shri Manindra Kumar Basu (Son), (3) Shri Mrinmoy Kumar Basu (Son), (4) Shri Manab Kumar Basu (Son), (5) Smt Manjulika Ghosh (Basu) (Married Daughter) (6) Smt Malabika Sarkar (Basu) (Married Daughter) and (7) Smt Mallika Dey (Basu) (Married daughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956. His wife Late Mamata Basu predeceased him on 22.01.1978.

*Manoj Basu*  
*Meghna Basu*  
*Manoj Basu*



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**AND WHEREAS** said Manindra Kumar Basu, son of Late Mohan Lal Basu died intestate on 01.12.2005 leaving behind him surviving his legal heirs namely- (1) Smt Jayanti Basu (Widow) and (2) Smt Annesha Basu (Daughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** said Kartick Chandra Basu who was a bachelor died intestate on the 04<sup>th</sup> day of July 2007 leaving behind him surviving his next of kin as his legal heirs namely- (1) Shri Manoj Basu (Brother's Son), (2) Shri Mrinmoy Kumar Basu (Brother's Son), (3) Shri Manab Kumar Basu (Brother's Son), (4) Smt Manjulika Ghosh (Basu) (Brother's Daughter) (5) Smt Malabika Sarkar (Basu) (Brother's Daughter) (6) Smt Mallika Dey (Basu) (Brother's daughter) (7) Smt Jayanti Basu (Brother's Daughter in law) and (8) Smt Annesha Basu (Brother's granddaughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** said Manoj Basu, son of Late Mohan Lal Basu died intestate on 25.12.2007 leaving behind him surviving his legal heirs namely- (1) Smt Snigdha Basu (Widow) and (2) Shri Mainak Basu (Son) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** thus in the manner stated above, Shri Mrinmoy Kumar Basu, Shri Manab Kumar Basu, Smt Manjulika Ghosh (Basu), Smt Malabika Sarkar, Smt Mallika Dey (Basu), Smt Jayanti Basu, Smt Annesha Basu, Smt Snigdha Basu and Shri Mainak Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 0.66 Acre lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in:-

DAG NO.	CHARACTER	AREA
3376/3652	BASTU	0.07 SATAKS

*[Signature]*

*Meghna Basu*

*Manoj Basu*



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3375	DANGA	0.09 SATAKS
3374	PUKUR	0.12 SATAKS
3583	PUKUR	0.07 SATAKS
3591	SHALI	0.07 SATAKS
3589/3590	SHALI	0.08 SATAKS
3588	SHALI	0.12 SATAKS
3381	PUKUR	0.03 SATAKS
3382	DANGA	0.01 SATAKS
	<b>TOTAL</b>	<b>0.66 SATAKS</b>

**AND WHEREAS** out of profound natural love and affection towards their brothers in law by Smt Jayanti Basu and Smt Snigdha Basu and towards their uncle by Smt Annesha Basu and Shri Mainak Basu who are well settled in their individual lives have gifted their respective undivided 1/14<sup>th</sup> share of the property totaling 2/7<sup>th</sup> share of more or less 9 Cottahs by actual measurement 8 Cottahs 14 Chittacks and 33 Sq. ft of Bastu & Danga land together with portion of old pucca structure thereon lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155& 2613 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3376/3652 & 3375 corresponding to R. S Dag No. 3376/6143 presently well-known and demarcated as KMC Premises No. 5, Kayesthapara Main Road (formerly 49, Kayesthapara Main Road), P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation, being Assessee No. 31-106-09-0005-3, unto and in favour of Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu. The said deed of Gift dated 24.09.2008 has been registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-1, C. D. Volume No.62, from Page No.5372 to 5398, Being No. 12406 for the year 2008, subsequently rectified due to discrepancy related to non-mentioning of the Dag Numbers vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5879 to 5990 as Being No. 190106833 for the year 2011.



Meghna Basu

Majukh Basu



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**AND WHEREAS** out of profound natural love and affection towards their brothers Smt Manjulika Ghosh (Basu), Smt Malabika Sarkar, Smt Mallika Dey (Basu) who are well settled in their individual lives have gifted their respective undivided 1/7<sup>th</sup> share of the property totaling 3/7<sup>th</sup> share of more or less 9 Cottahs by actual measurement 8 Cottahs 14 Chittacks and 33 Sq. ft of Bastu & Danga land together with portion of old pucca structure thereon lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 & 2613 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3376/3652 & 3375 corresponding to R. S Dag No. 3376/6143 presently well-known and demarcated as KMC Premises No. 5, Kayesthapara Main Road (formerly 49, Kayesthapara Main Road), P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3, unto and in favour of -Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu. The said Deed of Gift dated 24.09.2008 has been registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-1, C. D. Volume No.62, from Page No.5399 to 5421, Being No. 12407 for the year 2008, subsequently rectified due to discrepancy related to non-mentioning of the Dag Numbers vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5991 to 6002 as Being No. 190106834 for the year 2011.

**AND WHEREAS** thus in the manner stated above, Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of **ALL THAT** piece and parcel of land together with two storied pucca structure standing thereon measuring more or less 9 Cottahs by actual measurement 8 Cottahs 14 Chittacks and 33 Sq. ft of Bastu & Danga land together with portion of old pucca structure thereon lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 1155 & 2613 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3376/3652 & 3375 corresponding to R. S Dag No. 3376/6143 presently well-known and demarcated as KMC Premises No. 5, Kayesthapara Main Road (formerly 49, Kayesthapara Main Road), P.S.-Kasba, Kolkata-

*Basu*

*Meghna Basu*

*Moyukh Basu*



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700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3 and were paying the municipal taxes punctually and regularly and were enjoying the same free from all encumbrances.

**AND ALSO WHEREAS** one Khirode Bala Dasi (Choudhury) died seized and absolutely entitled to ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC Premises No. 6, Kayesthapara Main Road, P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation.

**AND WHEREAS** said Khirode Bala Dasi (Choudhury) on 26<sup>th</sup> of May, 1961, published her last Will. appointing and nominating her only daughter - Smt Ruby Choudhury and one Shri Mohan Lal Basu, as the joint executors and her three grandsons namely - Shri Pranab Chowdhury, Shri Prabal Chowdhury and Shri Prasun Chowdhury as beneficiaries to her left-over estate.

**AND WHEREAS** after demise of said Khirode Bala Dasi (Choudhury) on 06<sup>th</sup> of June, 1961, said executors file petition for grant of probate of the Last Will of Late Khirode Bala Dasi (Choudhury) vide O.S. No. 2 / 67, which was granted on 31.01.1968 by the Learned 8<sup>th</sup> Court of the Additional District Judge, Alipore, upon contest.

**AND WHEREAS** thus by virtue of the Last Will of Khirode Bala Dasi (Choudhury), said Shri Pranab Chowdhury, Shri Prabal Chowdhury and Shri Prasun Chowdhury became seized and possessed of and well and sufficiently entitled to as lawful joint owners of ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC Premises No. 6,

Director

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*[Signature]*

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Kayesthapara Main Road, P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation.

**AND WHEREAS** one Balai Chandra Choudhury along with his family were occupying then said property, as licensees. The said license was revoked on the 10<sup>th</sup> of July, 1978 and upon such revocation the licensees refused to vacate the possession to the landowners. The Landowners filed T.S.No. 145/1979 before the 1<sup>st</sup>Munsiff Court, Alipore and obtained decree on 31.09.1993 for eviction of the licensees from the said property.

**AND WHEREAS** against the said decree for eviction, the said licensees filed Title Appeal No. 466/1993 in the 9<sup>th</sup> Court of the Additional District Judge, Alipore, which was dismissed on the 03.12.1994. The Licensees filed a second appeal against the said first appeal vide SAT No. 1565/95: S.A.No 311/96 in the Hon'ble High Court, which was dismissed on the 09.06.1997. The Landowners had filed Tile Execution Case No. 7/1995 before the 1<sup>st</sup>Munsiff Court, Alipore, which case was pending.

**AND WHEREAS** the landowners due to some urgent want of money decided to sell the property on 'as is where is basis' to any intending purchaser/s. After coming to know the intentions of the landowners, said Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu approached the landowner and offered their proposal to purchase their land for valuable consideration.

**AND WHEREAS** by way of a Deed of Conveyance dated 22.09.2008, said Shri Pranab Chowdhury, Shri Prabal Chowdhury and Shri Prasun Chowdhury, being vendors therein, against valuable consideration mentioned therein, sold, assured, granted, conveyed and transferred ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC Premises No. 6, Kayesthapara Main Road, P.S.-Kasba, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation, to and unto



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the use of Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu, being Purchasers therein and delivered possession to them jointly. The said Deed of Conveyance dated 22.09.2008 has been registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-1 as Deed No. 11263 for the year 2008, subsequently rectified due to discrepancy related to non-mentioning of the Dag Numbers vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5969 to 5978 as Being No. 190106832 for the year 2011.

**AND WHEREAS** thus by virtue of the aforesaid Deed of Conveyance dated 22.09.2008, which has been registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-1 as Deed No. 11263 for the year 2008; subsequently rectified vide Deed of Declaration dated 06.08.2011 duly registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No. I, from Pages 5969 to 5978 as Being No. 190106832 for the year 2011, said Shri Mrinmoy Kumar Basu and Shri Manab Kumar Basu became seized and possessed of and well and sufficiently entitled to as lawful joint owners of ALL THAT a piece and parcel of land measuring 5 Cottahs more or less lying and situated at District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, J. L. No. 13, R.S. No. 233, Touzi No. 145 recorded in R. S Khatian No. 2451 corresponding to C.S. Khatian No. 30 within the jurisdiction of Kasba formerly Tollygunge Sadar Police Station, presently Garfa comprised in C. S. Dag No. 3377 corresponding to R. S Dag No. 3377 presently well-known and demarcated as KMC Premises No. 6, Kayesthapara Main Road, P.S.- Kasba now Garfa, Kolkata-700078 under Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation and were paying the municipal taxes punctually and regularly and were enjoying the same free from all encumbrances.

**AND WHEREAS** said Manab Kumar Basu, son of Late Mohanlal Basu died intestate on 15.04.2014 leaving behind him surviving his legal heirs namely- (1) Shri Mayukh Basu (Son) and (2) Smt Meghna Basu (Daughter) as his inheritors in his place to his estate as per the provisions of the Hindu Succession Act 1956.

**AND WHEREAS** both the KMC Premises No. 5, Kayesthapara Main Road as well as 6, Kayesthapara Main Road duly amalgamated in the office of the Kolkata Municipal

  
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Mayukh Basu

Director

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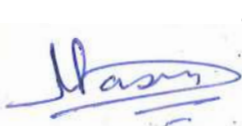
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Corporation being assessed amalgamated premises 5, Kayesthapara Main Road P.S- Kasba now Garfa, Kolkata - 700 078, vide K.M.C Assessee No. Assessee No. 31-106-09-0005-3.

**AND WHEREAS** thus in the manner stated above Shri Mrinmoy Kumar Basu, (1/2th share) Shri Mayukh Basu (1/4th share) and Smt Meghna Basu (1/4th share) are now seized and possessed of or otherwise well and sufficiently entitled to as lawful joint owners and possessors of **ALL THAT** piece and parcel of Bastu land measuring more or less 13 Cottahs 14 Chittacks and 33 Sq. ft together with two storied pucca structure standing thereon lying and situated at and being KMC Premises No. 5, Kayesthapara Main Road (Postal Address - 49 & 49/1, Kayesthapara Main Road), Kolkata - 700 078, within the District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, Police Station -Kasba now Garfa, J. L. No. 13, R.S. No. 233, Touzi No. 145 appertaining to L. R. Dag Nos. 3376/3652 and 3376/6143 recorded in L. R. Khatian Nos 3409, 3410 & 3411 corresponding to R. S. Dag No. 3377, 3376/6143 and 3376/3652 recorded in R.S. Sub Khatian Nos, 308, 1045 & 2730 under R. S. Khatian Nos. 2451, 1155 & 2613, corresponding to C. S. Dag Nos. 3377, 3376/3652 & 3375 recorded in C.S. Khatian No. 30 within the municipal limits of Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and are jointly paying the rents taxes and other outgoings regularly and punctually to the competent authorities in fee simple and are enjoying the same by exercising their joint rights of ownership free from all encumbrances whatsoever.

**AND WHEREAS** the Owners are not in a condition to develop the said premises by their own, due to paucity of funds and due to lack of time for supervision of the construction, as such for the Development of one Multistoried Building over the said land premises the Owners have decided to engage one Developer. And the Developer mentioned herein above, knowing the same from reliable source, has approached to the Owners for developing the same.

**AND WHEREAS** the Owners have decided to execute one Development Agreement with **B. S. CONSTRUCTIONS AND INFRASTRUCTURES PRIVATE LIMITED, (PAN-**



Meghna Basu

Mayukh Basu

Director

B. S. CONSTRUCTIONS & INFRASTRUCTURES PVT. LTD.

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**AADCB6173D) (D.O.I. 24.09.2008)**, a Company incorporated under the Companies Act, 1956 having its registered Office at 28, Anil Roy Road, P.O-Sarat Bose Road & P.S- Lake, Kolkata 700 029, represented by one of its Directors, namely, represented by its Director namely **SRI BHARAT SINGH, [PAN - AIZPS9896F] [D. O. B. - 02.01.1958] [AADHAAR NO: 9707 0987 8035]**, son of Late Radha Mohan Singh, by faith- Hindu, by occupation- Business, by nationality - Indian, residing at 89, Salkia School Road, Bangeshwar Apartment, 7<sup>th</sup> Floor, P.O. - Salkia, P.S. - Golabari, Howrah - 711106, District - Howrah; the Developer herein, stating the terms and conditions in details in this Development Agreement duly to be registered before D.S.R-II, Alipore, on this day itself.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE OWNERS AND THE DEVELOPER as follows :-**

**ARTICLE - 1: DEFINITIONS**

In this Agreement unless it is repugnant to or inconsistent with the subject or context:-

**OWNERS:** shall mean the aforesaid [1] **SRI MRINMOY KUMAR BASU, [PAN - AEGPB4974C] [D. O. B. -28.12.1960] [AADHAAR NO. 8030 3681 1093]**, son of Late Mohan Lal Basu, by faith- Hindu, by occupation- Advocate, by nationality - Indian, residing at 49/49/1, Kayasthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas; [2] **SHRI MAYUKH BASU, [PAN - IAHPB1413D] [D. O. B. - 01.06.2006] [AADHAAR NO. 4282 6475 5276]**, son of Late Manab Kumar Basu, by faith- Hindu, by occupation-Student, by nationality - Indian, residing at 49, 49/1, Kayesthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas and [3] **SMT MEGHNA BASU [PAN - CNXPB6902N] [D. O. B. - 22.10.1998] [AADHAAR NO. 9739 6108 5440]**, daughter of Late Manab Kumar Basu, by faith- Hindu, by occupation- Service, by nationality - Indian, residing at 49/49/1, Kayesthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas, including their respective legal heirs, successors, Executors, administrators, legal representatives and assignees.

**DEVELOPER:** shall mean **B. S. CONSTRUCTIONS AND INFRASTRUCTURES PRIVATE LIMITED, (PAN- AADCB6173D) (D.O.I. 24.09.2008)**, a Company incorporated under the Companies Act, 1956 having its registered Office at 28, Anil Roy Road, P.O-Sarat Bose Road & P.S- Lake, Kolkata 700 029, represented by one of its

*[Signature]*

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*Mayukh Basu*



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Directors, namely, represented by its Director namely **SRI BHARAT SINGH, [PAN - AIZPS9896F] [D. O. B. - 02.01.1958] [AADHAAR NO: 9707 0987 8035]**, son of Late Radha Mohan Singh, by faith- Hindu, by occupation- Business, by nationality - Indian, residing at 89, Salkia School Road, Bangeshwar Apartment, 7<sup>th</sup> Floor, P.O. - Salkia, P.S. - Golabari, Howrah - 711106, District - Howrah; including his legal heirs, other partners, shareholders, successors at office, Executors, administrators, legal representatives and assignees.

**SAID LAND:** shall mean **ALL THAT** piece and parcel of bastu land measuring more or less 13 Cottahs 14 Chittacks and 33 Sq. ft together with two storied pucca structure standing thereon lying and situated at and being KMC Premises No. 5, Kayesthapara Main Road (Postal Address - 49 & 49/1, Kayesthapara Main Road), Kolkata - 700 078 within the District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, Police Station -Kasba now Garfa, J. L. No. 13, R.S. No. 233, Touzi No. 145 appertaining to L. R. Dag Nos. 3376/3652 and 3376/6143 recorded in L. R. Khatian Nos 3409, 3410 & 3411 corresponding to R. S. Dag No. 3377, 3376/6143 and 3376/3652 recorded in R.S. Sub Khatian Nos, 308, 1045 & 2730 under R. S. Khatian Nos. 2451, 1155 & 2613, corresponding to C. S. Dag Nos. 3377, 3376/3652 & 3375 recorded in C.S. Khatian No. 30 within the municipal limits of Ward No.106 under Borough No. XII of the Kolkata Municipal Corporation being Assessee No. 31-106-09-0005-3, hereinafter called the said "**LAND**" (more fully and particularly described in the **FIRST SCHEDULE** hereunder written).

**PREMISES or the SAID PROPERTY:** shall mean all that Premises described in the First Schedule hereto and shall also include the land, the structures and other structures thereon and / or the new building to be constructed thereon whenever the context permits.

**UNDIVIDED PROPORTIONATE SHARE IN THE LAND:** shall mean all that undivided, impartible, indivisible share or interest in the total land more or less comprised in the entirely more fully described in the First Schedule.

**PLANNER:** shall mean a duly qualified Architect/L.B.S to be appointed by the Developer for the time-being and/or other Engineers during the material point of time of

  
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construction of the proposed building or during the process or progress of the work whatsoever may have been appointed by the Developer.

**BUILDING**: shall mean Multi storied building to be constructed upon the said land in accordance with the building plan.

**COMMON EXPENSES**: shall mean and include the cost of operating, up-keeping and maintaining as and when required the common services and facilities of the building and shall include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto after completion of construction and as fully described in the **FOURTH SCHEDULE** hereunder written.

**UNITS**: shall mean any Flat and other spaces within the building on or at the said premises, each of them being part thereof.


**UNDIVIDED SHARE**: shall mean the undivided variable and impartible proportionate share in the land attributable and allocable to the said unit to be determined in relation to the area of the respective unit.

**PLAN**: shall mean the technically safe and authentic building plan and agreed upon by the Owners.

**TRANSFER**: with its grammatical variations shall mean and include a transfer of possession and by other means adopted for effecting what is understood as a transfer for flat / unit in Multi storied building to the purchaser/s.

**TRANSFEREES**: shall mean the purchaser/s to whom any Flat and other space in the said building will be transferred to with prior approval of First Party / Owners for which approval shall not be unreasonably withheld.

**DISPUTE**: Any dispute and/or difference arising between the parties or their legal representatives, the same shall be referred to the joint arbitrators, each party appointing one arbitrator and the award of the arbitrators shall be final and binding upon the parties.

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**OWNERS' ALLOCATION:** The Developer / Second Party will give/ handover/ issue possession of the building area as mentioned in Article - 2 hereinafter (more fully and particularly described in the **SECOND SCHEDULE** hereunder written).

**MEMORANDUM OF AGREEMENT:** shall mean this Agreement between the Owners and Developer in respect of **FIRST SCHEDULE** property and construction of building thereon with terms and conditions embodied hereto.

**SPECIFICATIONS:** shall mean the materials and specifications mentioned in the **SIXTH SCHEDULE** hereunder written (which will be decided before hand).

### **ARTICLE - 2 : ALLOCATIONS AND BENEFITS**

**OWNERS 'S ALLOCATION:**

Owners shall jointly receive as **29% of the total built up area** of the proposed Multi storied in completely ready to use in habitable condition free of cost free from all encumbrances whatsoever in consideration of the value of the aforesaid land, together with undivided proportionate share of land together with all rights of easements in the common areas and right to use in common all the common amenities and facilities meant for common usage and enjoyments and

[2] a Non-Refundable Sum of Rs. 6,00,000/- (Rupees Six Lakhs) only.

**DEVELOPERS' ALLOCATION:**

The Developer will get the rest **71% of the total built up area** of the proposed Multi storied building as his allocated area together with undivided proportionate share of land together with all rights of easements in the common areas and right to use in common all the common amenities and facilities meant for common usage and enjoyments.

### **ARTICLE - 3 : BUILDING**

- 1) The Developer at his own cost and expenses shall construct the said Multi storied building on the said premises according to the specification mention in the SIXTH SCHEDULE hereunder written in accordance with the plan in compliance with all Municipal Rules, Regulations and provisions. The building to be so constructed shall be of good standard quality building materials and workmanship. No sub-standard materials shall be used, and all such







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specifications, materials, fixtures and fittings shall be approved of and/or certified by qualified Architect. The Developer shall be solely responsible for all cost, damages, fine, and compensation etc. for non-compliance of statutory rules, if any. It is needless to mention that the Developer will also arrange for corporation water connection with uninterrupted water supply (as may be required to meet the consumption after completion of construction), Drainage / Sewerage etc. for peaceful occupation of the premises in a habitable condition.

- 2) The Developer hereby declare that the commencement of construction of the proposed Multi storied building shall take effect after approval of the Building Plan by the Kolkata Municipal Corporation and the same shall be completed within 30 months from the date of sanction of building plan, which may be extended up to a further period of 6 (six) months, subject to force majeure and acts of god.

#### **ARTICLE - 4 : DEVELOPERS' OBLIGATION**

- 1) The Developer hereby agrees and covenants with the Owners not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owners. No consent shall be required from the Owners on the part of the Developer to transfer.
- 2) To assign the Developer's allocation or enter into agreement/ contract to sell to the intending buyer /purchaser/s or purchasers.
- 3) The Developer hereby agrees and covenants with the Owners not to do any act, deed, or thing whereby the Owners may be prevented from enjoying selling, assigning and/or disposing of the portion within the Owner's allocation in the Multi storied building during the pendency of this Agreement as mentioned herein.
- 4) The Developer hereby declares that construction of the proposed building shall be positively completed specified time limit. It is agreed and declared by the Developer that they shall execute and register final Deed of Conveyance and handover Developer's Allocation only after hand over the owners' allocation in the new building and if the developer execute and register and handover possession of the Developer's allocation in the new building before hand over the owners' allocation then the said Deed/s will be automatically stand cancelled. If the Developer fails to complete construction even within such period of 36 months (including grace period of 6 months) as aforesaid from the date of sanction of the Multi storied building plan







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thereof, in such event the Developer shall be liable to pay damages to the Owners as may be mutually decided.

- 5) The Developer shall pay and bear all property taxes and other dues and out goings in respect of the said premises till handing over owners' allocation to the Owners.
- 6) The Developer shall keep the original copy of the sanction Architectural Plan and Structural Plan in his custody for construction of the building. The Developer shall show the plan to the Owners before sanction for its approval. After sanction within 7 days the Developer will serve a copy of sanction Architectural Plan and Structural Plan to the owners.
- 7) Time is the essence of this agreement, and in breach of such essence the Developer shall be liable to compensate the Owners upon demand.
- 8) It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen of the Developer, victimizing of any of workmen, or any other persons whatsoever, or causing any harm to the property during the course of construction of the building the Developer shall be solely liable and/or responsible there for and shall bear all expenses resulting there from or for compensation payable there for, keeping the Owners, their estate and effects safe, and harmless, and indemnify, all claims, damages, rights and/ or actions as the Owners may have to in respect of such eventualities suffer in any manner whatsoever.
- 9) After completion of the total constructional work of the proposed Multi storied building, the Developer shall arrange for assessment of the same by the Municipal authority, as well to inform the Owners in writing about approval of such assessment by the authorities as also asking them in writing to take delivery of possession of their allocation in the proposed Multi storied building as per terms as stated above.
- 10) That the Owners shall not be responsible for any Income Tax and any other taxes in respect of the Developer's allocation in the proposed building. Any such liability will be on Developer's account.
- 11) The Developer as per terms as agreed, undertake to bear all cost and expenses for the construction of the Multi storied building proposed to be constructed at the premises and also bear the sanction fees of the Building Plan from the Kolkata Municipal Corporation.
- 12) The Owners Allocation of the constructed area being provided for the land of the Owners being agreed to be shared or parted with the Developer or with the



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prospective buyers of the Developer's allocation which the Developer will get against the expenses incurred by him for carrying out the entire construction work on the Owners land. If any litigation results from any transaction in respect of any unit and/or flats within the allocation of the Developer in such circumstance the Developer shall be solely liable thereof and the Developer will sell the same. The Owners will not be liable and/or responsible in respect of the same in any manner whatsoever.

- 13) Income, sales and other tax liabilities as out of sale of the allocation of the Developer as agreed, or any portion thereof shall be borne solely by the Developer and the moneys received by the Developer being considered it's income in the fullest sense of the term and the Owners having nothing to do nor any interest therein nor being related thereto shall have no tax liability there for in any manner whatsoever.
- 14) For any Government claims arising out of the construction of the building as against Capital gains in respect of Developer's allocation the Developer shall be solely liable for meeting, and/or settling such claims, keeping the Owners safe and/or harmless in such respect undertaking to indemnify the Owners in case he has to suffer monetary or any other losses there for.
- 15) Any personal liability as against the Developer shall not be included in the Development project agreed to be undertaken unless it affects the Owners.
- 16) That the Developer will hand over the Owners' allocation as per specification mentioned in the SIXTH SCHEDULE hereunder written.
- 17) Municipal Tax liability will be on Developer / New Purchasers' Account except for the portion occupied by the Owners. During the period of construction, the Municipal Tax liability will be on Developer's account.
- 18) The Developer shall provide Completion certificate of the proposed building by the KMC. The Developer must be registered with RERA.
- 19) The Developer will not install any mobile tower or any kind of tower on the common roof of the building.

#### ARTICLE - 5 : OWNERS ' OBLIGATION

- 1) The Owners hereby grant exclusive license and permission to the Developer to construct, erect and complete the proposed building on the said land including the Owners' allocation of the said proposed building in accordance with the building plan as per specification contained in the SIXTH SCHEDULE hereunder written.







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2) The Developer shall be exclusively entitled to the Developer's allocation in the building with the rights to sell, transfer or otherwise deal with or dispose of the same subject to compliance of the terms and conditions of this agreement within the said proposed Multi storied building. The Owners shall not in any way interfere with or disturb quiet and peaceful possession of the Developer's allocation. Similarly Owner's quiet peaceful possession of their portions as mentioned above will not be disturbed.

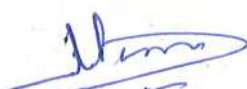
3) The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building on the said plot of land subject to condition that the Developer shall comply with building rules and use good quality building materials and act in accordance with law.

4) The Owners hereby agree and covenant with the Developer that upon receiving their allocation to their satisfaction they will not do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer' allocation and/or selecting the person in whose favor the Developer shall sell/transfer the Developer's allocation.

5) The Owners hereby agree and covenant with the Developer not to let out, grant, lease, mortgage, encumber and / or charge the said plot of land or any portion thereof as per terms of this agreement.

6) That the Owners undertake that during the continuance of this Agreement they shall not enter into any Development or Sale Agreement with any Third Party in respect of the said land or any part thereof but notwithstanding anything contained the developer shall have the first right or option to buy or purchase all and any portion of the Owners allocation if any or all the owners collectively intend to sell or transfer his/her undivided/partitioned allocation but the Land Owners shall have every right to enter into agreements including Sale Agreement in respect of Owners' allocation under Article 2, mentioned above, of the said proposed building only after receiving copy of the Completion Certificate and after handing over possession of their combined / respective allocations to the landowners and not prior to that and if required under law, the Developer shall be the confirming party of the said agreement/s.

7) It is agreed that upon completion of the proposed Multi storied building and upon delivery of the possession of the Owners' allocated portion by the Developer, all proportionate levies and taxes which will be finally assessed by the Kolkata

  
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Director

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Municipal Corporation in respect of the Owners' allocated portion in the proposed Multi storied building shall be paid by the Land Owners from the date of taking over the possession of his entire allocated portion. Remaining tax liability will be on account of Developer / new Owners (Purchasers), as the case may be.

- 8) The Developer shall be entitled to fix Sign Board on the said property, for advertisement, and insertions in newspapers and other advertising media and all costs and expenses ancillary thereto shall be borne by the Developer exclusively.
- 9) The Owners authorize the Developer to appoint duly qualified Architect, Labors, workmen, masons, and to obtain electricity, water, sewerage, drain from the Kolkata Municipal Corporation and C.E.S.C. and construct building upon the said land.
- 10) The Owners hereby undertake to execute (if required) proper Deed of Conveyance/s in favor of the intending purchaser or purchasers to get those deeds Registered before concerned Registering Authority in respect of the Developer' allocation wherein the Developer shall join as Confirming Party. Refusal to Register the Deed of Conveyance/s in favor of the intending purchaser/s shall authorize the Developer to sue the Owners for specific performance of this Agreement even if the Owners are not the party to the said agreement for sale made between the Developer and the prospective buyers of the Developer' Allocation. It is mentioned herein that such intending purchaser/s must be a person having good reputation and not connected with any criminal activities.
- 11) The Owners hereby undertake that any dispute and/ or obstruction arose due to any reason whatsoever during the Development work and sale of Flats and/ or regarding the title of the land premises, the Owners will take sole responsibility to clear the same.
- 12) The Owners hereby agree and covenant with the Developer and shall have no objection if any perspective buyers/ buyer's of the developers allocation applies for a home loan or bank loan and shall fully cooperate in the approval of such loan/loan's as applied.

**ARTICLE - 6 : OWNERS ' RIGHT**

That Owners shall be entitled to transfer and otherwise deal with the Owner 's allocation of the building to any person / persons and intending purchaser or purchasers in any manner with the assistance of the Developer, but notwithstanding anything contained the developer shall have the first right or option to buy or purchase all and any portion

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of the Owners allocation if any or all the owners collectively intend to sell or transfer his/her undivided/partitioned allocation but the Land Owners shall have every right to enter into agreements including Sale Agreement in respect of Owners' allocation under Article 2, mentioned above, of the said proposed building only after receiving copy of the Completion Certificate and after handing over possession of their combined / respective allocations to the landowners and not prior to that.

**ARTICLE - 7 : CONSIDERATION**

Owners' Allocation shall be treated as the consideration price of the land and he shall get 71% more or less constructed area of the said proposed newly constructed building and common right of the top roof, all other common spaces and areas of the First Schedule property shall be treated as Owner's Allocation.

**ARTICLE - 8 : DEVELOPER'S RIGHT**

- 1) The Developer will hold and/or possess the said plot of land for construction being exclusive lawful attorney and/or agent of the Owners and shall have authority to construct the building on the said plot of land as per the building plan.
- 2) If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at the Developer's own cost and expenses and the Developer will pay and bear all fees including Architect's fees and Municipal charges and expenses to be paid or deposited for such amendment and/or modification of the building plan. The Owners or their allocation will not be prejudiced for the said amendment or modification.
- 3) The Developer shall be entitled to enter into an Agreement with the intending purchaser or purchasers for selling his allotted portion mentioned above excluding the Owners' share and shall settle terms with the prospective buyers of the flats / units etc. and the Owners will not be responsible for the same.
- 4) The Developer shall also be entitled to accept money by way of consideration price of the said flats / units, from the prospective buyers in respect of Developer's allocated portion to be due in his share in the said proposed building Flat / units as referred to as saleable area and can issue receipt in his name acknowledging such receipts in terms of this agreement without making the Owners liable or accountable for the same at any point of time. Any tax liability in this connection will be on Developer's account.



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- 5) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said plot or any part thereof to the Developer or of creating any right, title or interest in respect thereof to the Developer to commercially exploit the said plot and to deal with the Developers' allocated area in the building in the manner herein stated.

**ARTICLE - 9 : MISCELLANEOUS**

- 1) It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified may be reasonably required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other document may be reasonably required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to execute a Development Power of Attorney in favor of the Developer simultaneously with the execution of the instant Development Agreement authorizing them to do all such acts, deeds, matters and things related to the proposed construction anti same shall be registered with the concerned registering authority.
- 2) Any notice required to be given by the Developer shall be deemed to have been served upon the Owners if delivered by hand and duly acknowledged or sent by registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer, if delivered by hand and duly acknowledge or sent by prepaid registered post with acknowledgement due to Developer.
- 3) The Developer and the Owners shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereon.
- 4) The Owners and the Developer or their respective nominees hereby agree to abide by all the rules and regulation of such Management/Society/ Association and hereby give its consent to abide by the same.
- 5) That the Developer hereby undertake that it shall obtain sanction of the building plan by the Kolkata Municipal Corporation and/or all other authorities as may be required within a reasonable period from the date of execution of this Development Agreement or from the date of execution and registration of Development Power of Attorney whichever is later.
- 6) The Owners /Developer and the prospective purchaser/s shall take the benefit of



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the W. B. Apartment Ownership Act, 1972.

- 7) By this Agreement shall supersede and replace all other previous agreements including Agreement dated 25.09.2008 entered upon by the parties herein shall be treat as cancelled.

**ARTICLE - 10 : OWNERS ' INDEMNITY**

The Owners hereby undertakes that the Developer shall be entitled, to the said constructions and shall enjoy their respective allocation without any interference or disturbance provided the Developer perform observe and fulfill all the terms and conditions herein contained and/or on his part to be observed performed and/or fulfilled.

**ARTICLE - 11 : DEVELOPER'S INDEMNITY**

- 1) The Developer hereby undertakes to keep the Owners indemnified from and against all third party claim and actions arising out of any part of the act or commission or omission of the Developer relating to the construction of the said proposed MULTI storied building.
- 2) The Developer hereby undertakes to indemnify and keep the Owners indemnified from and against all actions suits costs proceedings and claims and demands that may arise out of the Developer's allocation or with regard to the Development of the building and/or in the matter of construction of the Multi storied building and/or for any defect therein.

**ARTICLE - 12 : TITLE DEEDS**

On or before execution of this agreement the original title deeds and other papers of the lands, more fully and particularly described in the FIRST SCHEDULE hereunder written, shall be in possession of the Developer until completion of the entire construction and handover of the units to the respective buyers of the Developer's Allocation and all prospective buyers of the Developer's Allocation shall be entitled to have inspection and make extract there from at their cost and expenses.

**JURISDICTION**

If any dispute arises between the parties in respect of this agreement, they are willing to take recourse of law before the competent Court by instituting Civil and Criminal Proceeding under the Jurisdiction of South 24 Parganas.


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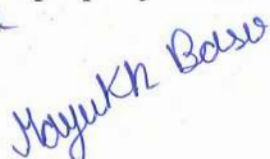


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**ARTICLE 13 - POWER OF ATTORNEY**

1. In respect of the Allocation of the Developer, i.e., the Developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of its allocated Share of 71 % in respect of the Multi storied building on and over the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVELOPER; to enter into an agreement for sale on behalf of the Executors of this Power of Attorney being the Owners and execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same and shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed Multi storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to execute the sale deed in favor of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favor of prospective purchasers and admit execution thereof on behalf of the Owners/ Executors and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed Multi storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount in respect of its allocated portion of the proposed Multi storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer in respect of its allocation and remaining amount of the said consideration amount of the remaining flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favor of the buyer in respect of its allocated portion of the proposed Multi storied building on and over the **First Schedule** mentioned property.

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2. In pursuance of this Agreement since one Power of Attorney for Development and also for selling the Residential/commercial Flats and Parking Spaces on behalf of the Owners is required, hence for the said reason the Owners hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER may smoothly and uninterruptedly carry on and continue its works. Hence the Power of Attorney for Development Purpose, for Selling Purpose as well for other associated and ancillary Purpose is being executed on the following effects;

**POWER OF ATTORNEY**

**TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, THE OWNERS, [1] SRI MRINMOY KUMAR BASU, [PAN - AEGPB4974C] [D. O. B. -28.12.1960] [AADHAAR NO. 8030 3681 1093],** son of Late Mohan Lal Basu, by faith- Hindu, by occupation- Chartered Accountant, by nationality - Indian, residing at 49/49/1, Kayasthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas; [2] **SHRI MAYUKH BASU, [PAN - IAHPB1413D] [D. O. B. - 01.06.2006] [AADHAAR NO. 4282 6475 5276],** son of Late Manab Kumar Basu, by faith- Hindu, by occupation- Student, by nationality - Indian, residing at 49, 49/1, Kayesthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas and [3] **SMT MEGHNA BASU [PAN - CNXPB6902N] [D. O. B. -22.10.1998] [AADHAAR NO. 9739 6108 5440],** daughter of Late Manab Kumar Basu, by faith- Hindu, by occupation- Service, by nationality - Indian, residing at 49/49/1, Kayesthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas; **SEND GREETINGS:-**

**WHEREAS** the Executors of this Power of Attorney are the Owners of the immovable property consisting of a plot of land and structure thereon and which is more particularly described in **First Schedule** hereunder written.

**AND WHEREAS** Executors of this Power of Attorney being the Owners intended and proposed to develop the said **First Schedule** mentioned property construction and erecting and constructing new residential Multi-storied building with flats and spaces therein and to utilize the land to aid and support the process of construction of the Multi storied residential building inclusive of Flats/ Residential Units and Spaces by

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constructing building and pathway and area of ingress and egress and other necessary facilities and amenities and intended to sell on Ownership basis to the intending purchaser/purchasers.

**AND WHEREAS** in connection to such proposal, Executors of this Power of Attorney being the Owners hereby executes this Development Agreement being this Indenture in favor of the Developer only for Development and Construction of the said project over the **First Schedule** mentioned land and in the said Agreement the Executors of this Power of Attorney being the Owners have already confirmed that for purpose of the said Agreement, one Registered Power of Attorney will be executed in favor of the Developer, i.e., the Holder of this Power of Attorney and for the same purpose Executors of this Power of Attorney being the Owners are hereby executing this Power of Attorney.

**AND WHEREAS** Executors of this Power of Attorney being the Owners are currently unable to attain and manage all matters regarding the construction and also regarding the other paper-works due to their engagements and also due other occupational problems and habitation issues.

**AND WHEREAS** due to the busy schedule and other businesses Executors of this Power of Attorney being the Owners frequently reside out of the town which clearly disable Executors of this Power of Attorney being the Owners from appending their signatures to various deeds, documents, consents and other instruments therefore Executors of this Power of Attorney being the Owners appoint **B. S. CONSTRUCTIONS AND INFRASTRUCTURES PRIVATE LIMITED, (PAN- AADCB6173D) (D.O.I. 24.09.2008)**, a Company incorporated under the Companies Act, 1956 having its registered Office at 28, Anil Roy Road, P.O-Sarat Bose Road & P.S- Lake, Kolkata 700 029, represented by one of its Directors, namely, represented by its Director namely **SRI BHARAT SINGH, [PAN - AIZPS9896F] [D. O. B. - 02.01.1958] [AADHAAR NO: 9707 0987 8035]**, son of Late Radha Mohan Singh, by faith- Hindu, by occupation- Business, by nationality - Indian, residing at 89, Salkia School Road, Bangeshwar Apartment, 7<sup>th</sup> Floor, P.O. - Salkia, P.S. - Golabari, Howrah - 711106, District - Howrah; as the attorney or agent of the Executors of this Power of Attorney being the Owners with full power to construct

Director

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proposed new building/apartments by developing the same in the **First Schedule** mentioned land and thereafter stated on the behalf of the Executors of this Power of Attorney being the Owners and in the name of the Executors of this Power of Attorney being the Owners and which the said attorney has agreed to do and the same hereby been executed in regard to the terms to which Executors of this Power of Attorney being the Owners agreed upon as per the Agreement for Development.

**NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTORS OF THIS POWER OF ATTORNEY BEING THE OWNERS NAMELY [1] SRI MRINMOY KUMAR BASU, [PAN - AEGPB4974C] [D. O. B. -28.12.1960] [AADHAAR NO. 8030 3681 1093],** son of Late Mohan Lal Basu, by faith- Hindu, by occupation- Advocate, by nationality - Indian, residing at 49, 49/1, Kayasthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas; [2] **SHRI MAYUKH BASU, [PAN - IAHPB1413D] [D. O. B. - 01.06.2006] [AADHAAR NO. 4282 6475 5276],** son of Late Manab Kumar Basu, by faith- Hindu, by occupation-Student, by nationality - Indian, residing at 49, 49/1, Kayesthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas and [3] **SMT MEGHNA BASU[PAN - CNXPB6902N] [D. O. B. -22.10.1998] [AADHAAR NO. 9739 6108 5440],** daughter of Late Manab Kumar Basu, by faith- Hindu, by occupation- Service by nationality - Indian, residing at 49, 49/1, Kayesthapara Main Road P. O. - Haltu, P.S. - Garfa, Kolkata - 700 078, District - South 24 Parganas, to be our true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on our behalf;

1. To work, manage, control and supervise the management of all and administer the property of the Executors of this Power of Attorney being the Owners as mentioned herein below.
2. To sign all letters (including the written consent of the Executors of this Power of Attorney being the Owners to the developer or prospective buyers or agreements with such prospective buyers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executors of this Power of Attorney being the Owners, assurances or any other instruments requiring the signature of the Executors of this Power of Attorney being the Owners.




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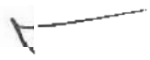


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3. To appear before the Kolkata Municipal Corporation and to do all acts deeds and things in relation to the completion of mutation in the name of the Executors of this Power of Attorney being the Owners and to sign on giving acknowledgements receipt on behalf of the Executors of this Power of Attorney being the Owners.
4. For the more better and more effectual execution of the powers and authorities aforesaid, the attorney of the Executors of this Power of Attorney being the Owners shall be entitled to present and/or to acknowledge any of the various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executors of this Power of Attorney being the Owners, assurances or any other instrument requiring the signature of the Executors of this Power of Attorney being the Owners before the Registrar, Notary, Oath Commissioner or other public authorities as if the same was duly executed by the Executors of this Power of Attorney being the Owners and to do and perform all or any other acts, deeds and things in connection therewith, as may be necessary or expedient if such registration or presentation shall be necessary as fully and effectually as could be done by the Executors of this Power of Attorney being the Owners personally.
5. To receive for safe custody various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executors of this Power of Attorney being the Owners, assurances or any other instrument requiring the signature of the Executors of this Power of Attorney being the Owners and signed by him under these presents and hand over the same for safe custody.
6. To present the Executors of this Power of Attorney being the Owners if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on behalf of the Executors of this Power of Attorney being the Owners or the purpose of conducting the litigations, if any, as the said attorney of the Executors of this Power of Attorney being the Owners shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent as the case may be.



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7. To sign verify and affirm by affidavit, if the occasion so arises, of all plaints written statements, petitions, Memorandum of Appeal, Stay Applications and all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defense of such litigation of the said immovable property specifically mentioned in the **First Schedule** hereinafter.
8. For the aforesaid propose or any of them to do everything which is generally required to be done in connection with the signing or execution of any of the abovementioned documents usually to be done by the Executors of this Power of Attorney being the Owners and to sign generally on behalf of any in my name including the approval of the said document or documents. Purchaser of flats may required if necessary and for that purpose the said attorney of the Executors of this Power of Attorney being the Owners is hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Joint-Registrar or Deeds and Assurances or any other registering authority officer of officers as occasioned shall or may require.
9. AND thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executors of this Power of Attorney being the Owners shall lawfully do or purport to do or cause to be done by virtue of these presents and the Executors of this Power of Attorney being the Owners further agree and undertake that all the signatures executed by them on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executors of this Power of Attorney being the Owners or any other instrument requiring our signature in connection with and all acts, deeds and things in connection therewith and lawfully done by the said attorney of the Executors of this Power of Attorney being the Owners shall be construed as being signed and/or executed by the Executors of this Power of Attorney being the Owners and/or done by themselves.
10. To execute and effect all repairs, alterations, constructions major or minor, that may be deemed necessary for the purpose of maintenance of the property mentioned above and to engage labors, contractors, job-men, technicians and engineers for such purpose and to enter into contracts for the same in the name of the Executors of this Power of Attorney being the Owners.

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11. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.
13. To prepare building plan, design work and to put signature on behalf of the Executors of this Power of Attorney being the Owners as the lawful attorney of the Executors of this Power of Attorney being the Owners in the building plan drawings and other allied necessary papers and apply for the sanction of building plan and deposit all fees to the concerned authority in the name of the Executors of this Power of Attorney being the Owners and on behalf of the Executors of this Power of Attorney being the Owners in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in the modified plan all papers, documents, affidavits declaration & register boundary declaration, splayed corner, and strip of land relating thereto and receive the same from the said Kolkata Municipal Corporation or any other competent authority against acknowledgement receipt on behalf of the Executors of this Power of Attorney being the Owners as the lawful attorney of the Executors of this Power of Attorney being the Owners.
14. To appear for and on behalf of the Executors of this Power of Attorney being the Owners in office of the CESC, Kolkata Municipal Corporation or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.
15. To sign, execute and verify and file all complaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and



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Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the Executors of this Power of Attorney being the Owners. And the Executors of this Power of Attorney being the Owners do hereby ratify, agree and undertake to ratify and conform all acts deeds the attorney of the Executors of this Power of Attorney being the Owners shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.

16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.
17. To appoint an architect/L.B.S and to get the any alteration or modification of the plan of the proposed Residential building.
18. To make necessary applications and signed all papers, to appear before the Kolkata Municipal Corporation, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Kolkata Municipal Corporation and other authorities.
19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the Multi storied residential building inclusive of Flats/ Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the plans and according to specifications & other requirements of the Kolkata Municipal Corporation and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.
20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labor and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a

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building.

22. To pay any deposit and pay moneys required to be deposited with the Kolkata Municipal Corporation and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
23. To pay all the taxes to the concern authority relating to the said property until the completion of the building.
24. To file or defend any suit on behalf of the Executors of this Power of Attorney being the Owners regarding the **First Schedule** mentioned property and sign, verify plaints, written statements, petitions, objections; memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executors of this Power of Attorney being the Owners.
25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
26. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
27. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
28. To accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
29. To apply for the inspection of and to inspect any Judicial records any records of any office or offices.
30. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or



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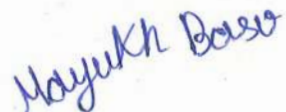


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in which the Executors of this Power of Attorney being the Owners is or may be party or any way interested.

31. To negotiate for sale of developer's allocation of the total built up area of the proposed building to be built on the land described as the First Schedule property and to settle the consideration amount and to receive the consideration amount in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
32. To execute, sign and enter into an agreement for sale on behalf of the Executors of this Power of Attorney being the Owners in respect of the Developer's Allocation and execute the agreement for sale by receiving the advance amount in respect of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Developer's Allocation and to receive the consideration in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
33. To sign, admit and execute the sale deed in favor of the prospective purchasers in respect of the Developer's Allocation and to receive consideration from them in respect of the Developer's Allocation and to present for registration all such documents as may be necessary in favor of prospective purchasers and admit execution thereof on behalf of the Owners/Executors in respect of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
34. To receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount on in respect of DEVELOPER's allocation and to keep, retain and enjoy and deposit the said amount in the Bank Accounts of the DEVELOPER in respect of Developer's allocation and the said amount of the said consideration amount of the flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER Firm incurred and made as per the terms and conditions of this Agreement.

  
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35. To Register the agreement for Sale Deed and/or also Sale Deed in favor of the prospective purchasers in respect of the DEVELOPER'S ALLOCATION in any Registering Office by representing the OWNERS and by signing on their behalves and by admitting any document and deed on their behalves and to receive consideration from them and to present for registration all such documents as may be necessary in favor of prospective purchasers and admit execution thereof on behalf of the Owners/ Executors and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
36. To deliver the possession in favor of the buyer on behalf of the Executors of this Power of Attorney being the Owners.
37. Generally to Act as the Attorney or Agent of the Executors of this Power of Attorney being the Owners in relation to the matter aforesaid and all other matters in which the Executors of this Power of Attorney being the Owners may be interested or concerned and on behalf of the Executors of this Power of Attorney being the Owners to execute and to do all deeds, acts, or things as fully and effectual in all respect as the Executors of this Power of Attorney being the Owners and/or himself to do if personally present.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Land)**

**ALL THAT** piece and parcel of Bastu land measuring more or less 13 Cottahs 14 Chittacks and 33 Sq. ft together with two storied pucca structure standing thereon on the Ground floor measuring 900 sq.ft more or less and on the first floor measuring 900 sq.ft more or less lying and situated at and being KMC Premises No. 5, Kayesthapara Main Road (Postal Address - 49 & 49/1, Kayesthapara Main Road), Kolkata - 700 078, within the District 24 Parganas (South), Sub Registry Office at Alipore, Mouza- Kasba dak Haltu gram, Police Station -Kasba now Garfa, J. L. No. 13, R.S. No. 233, Touzi No. 145 appertaining to L. R. Dag Nos. 3376/3652 and 3376/6143 recorded in L. R. Khatian Nos 3409, 3410 & 3411 corresponding to R. S. Dag No. 3377, 3376/6143 and 3376/3652 recorded in R.S. Sub Khatian Nos. 308, 1045 & 2730 under R. S. Khatian

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**SPECIMEN FORM FOR TEN FINGER PRINTS**

	<i>Devinoy Kumar Sanyal</i>					
		<b>Little      Ring      Middle      Fore      Thumb</b>				
		<b>(Left Hand)</b>				
						
		<b>Thumb      Fore      Middle      Ring      Little</b>				
		<b>(Right Hand)</b>				
	<i>Meghna Basu</i>					
		<b>Little      Ring      Middle      Fore      Thumb</b>				
		<b>(Left Hand)</b>				
						
		<b>Thumb      Fore      Middle      Ring      Little</b>				
		<b>(Right Hand)</b>				
	<i>Mayukh Basu</i>					
		<b>Little      Ring      Middle      Fore      Thumb</b>				
		<b>(Left Hand)</b>				
						
		<b>Thumb      Fore      Middle      Ring      Little</b>				
		<b>(Right Hand)</b>				



District Sub Registrar-II  
Alipore, South 24 Parganas  
20 SEP 2024

**SPECIMEN FORM FOR TEN FINGER PRINTS**

	<i>Bharat Singh</i>					
		<b>Little      Ring      Middle      Fore      Thumb</b>				
		<b>(Left Hand)</b>				
						
		<b>Thumb      Fore      Middle      Ring      Little</b>				
<b>(Right Hand)</b>						
<p align="center"><del>PHOTO</del></p>						
	<b>Little      Ring      Middle      Fore      Thumb</b>					
	<b>(Left Hand)</b>					
	<b>Thumb      Fore      Middle      Ring      Little</b>					
<b>(Right Hand)</b>						
<p align="center">PHOTO</p>						
	<b>Little      Ring      Middle      Fore      Thumb</b>					
	<b>(Left Hand)</b>					
	<b>Thumb      Fore      Middle      Ring      Little</b>					
<b>(Right Hand)</b>						





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



192024250214999018

GRN Details

GRN:	192024250214999018	Payment Mode:	SBI Epay
GRN Date:	19/09/2024 17:30:51	Bank/Gateway:	SBlePay Payment Gateway
BRN :	5244722484125	BRN Date:	19/09/2024 17:31:15
Gateway Ref ID:	IGARVPLOT0	Method:	State Bank of India NB
GRIPS Payment ID:	190920242021499900	Payment Init. Date:	19/09/2024 17:30:51
Payment Status:	Successful	Payment Ref. No:	2002446944/6/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Ratan Pal
Address:	6 Old Post Office Street, First Floor, Room No.35, Kolkata-700001
Mobile:	8697893055
EMail:	pal_ratan@yahoo.com
Period From (dd/mm/yyyy):	19/09/2024
Period To (dd/mm/yyyy):	19/09/2024
Payment Ref ID:	2002446944/6/2024
Dept Ref ID/DRN:	2002446944/6/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002446944/6/2024	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002446944/6/2024	Property Registration- Registration Fees	0030-03-104-001-16	6028
			<b>Total</b>	<b>81049</b>

IN WORDS: EIGHTY ONE THOUSAND FORTY NINE ONLY.

PAID



### Major Information of the Deed

Deed No :	I-1602-13204/2024	Date of Registration	20/09/2024
Query No / Year	1602-2002446944/2024	Office where deed is registered	
Query Date	15/09/2024 11:10:17 PM	D.S.R. -I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	RATAN PAL 6, Old Post Office Street, 1st Floor,,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8697893055, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]. [4311] Other than Immovable Property, Receipt [Rs : 6,00,000/-]		
Set Forth value	Market Value		
	Rs. 3,86,68,974/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 6,060/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :






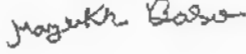



District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kayastha Para Main Road, , Premises No: 5, , Ward No: 106 JI No: 13, Touzi No: 145 Pin Code : 700078

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	13 Katha 14 Chatak 33 Sq Ft		3,73,18,974/-	Property is on Road
<b>Grand Total :</b>				<b>22.3694Dec</b>	<b>0 /-</b>	<b>373,18,974 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1800 Sq Ft.	0/-	13,50,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
<b>Total :</b>		<b>1800 sq ft</b>	<b>0 /-</b>	<b>13,50,000 /-</b>	



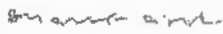
**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr MRINMOY KUMAR BASU</b> Son of Mr Mohan Lal Basu Executed by: Self, Date of Execution: 20/09/2024 , Admitted by: Self, Date of Admission: 20/09/2024 ,Place : Office	 20/09/2024	 Captured LTI 20/09/2024	 20/09/2024
49, 49/1, Kayastha Para Main Road, City:- Kolkata, P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India Date of Birth:XX-XX-1XX0 , PAN No.:: aexxxxxx4c, Aadhaar No: 80xxxxxxxx1093, Status :Individual, Executed by: Self, Date of Execution: 20/09/2024 , Admitted by: Self, Date of Admission: 20/09/2024 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	<b>Mr MAYUKH BASU</b> Son of Mr Manab Kumar Basu Executed by: Self, Date of Execution: 20/09/2024 , Admitted by: Self, Date of Admission: 20/09/2024 ,Place : Office	 20/09/2024	 Captured LTI 20/09/2024	 20/09/2024
49, 49/1, KAYASTHA PARA MAIN ROAD, City:- Kolkata, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India Date of Birth:XX-XX-2XX6 , PAN No.:: laxxxxxx3d, Aadhaar No: 42xxxxxxxx5276, Status :Individual, Executed by: Self, Date of Execution: 20/09/2024 , Admitted by: Self, Date of Admission: 20/09/2024 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	<b>Miss MEGHNA BASU</b> Daughter of Mr Manab Kumar Basu Executed by: Self, Date of Execution: 20/09/2024 , Admitted by: Self, Date of Admission: 20/09/2024 ,Place : Office	 20/09/2024	 Captured LTI 20/09/2024	 20/09/2024
49, 49/1, Kayastha Para Main Road, City:- Kolkata, P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.:: cnxxxxx2n, Aadhaar No: 97xxxxxxxx5440, Status :Individual, Executed by: Self, Date of Execution: 20/09/2024 , Admitted by: Self, Date of Admission: 20/09/2024 ,Place : Office				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>B S CONSTRUCTIONS &amp; INFRASTRUCTURES PRIVATE LIMITED</b> 28, Anil Roy Road, City:- Kolkata, P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Date of Incorporation:XX-XX-2XX8 , PAN No.:: AAxxxxxx3D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr BHARAT SINGH (Presentant)</b> Son of Mr Radha Mohan Singh Date of Execution - 20/09/2024, , Admitted by: Self, Date of Admission: 20/09/2024, Place of Admission of Execution: Office		 Captured LTI 20/09/2024	 20/09/2024
89, Salkia School Road, City:- Howrah, P.O:- Salkia, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: aixxxxxx6f, Aadhaar No: 97xxxxxxxx8035 Status : Representative, Representative of : B S CONSTRUCTIONS & INFRASTRUCTURES PRIVATE LIMITED				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr BIKASH KUMAR SINGH</b> Son of Mr S SINGH 6, Old Post Office Street, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	20/09/2024	20/09/2024	20/09/2024
Identifier Of Mr MRINMOY KUMAR BASU, Mr MAYUKH BASU, Miss MEGHNA BASU, Mr BHARAT SINGH			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr MRINMOY KUMAR BASU	B S CONSTRUCTIONS & INFRASTRUCTURES PRIVATE LIMITED-11.4847 Dec
2	Mr MAYUKH BASU	B S CONSTRUCTIONS & INFRASTRUCTURES PRIVATE LIMITED-5.74234 Dec
3	Miss MEGHNA BASU	B S CONSTRUCTIONS & INFRASTRUCTURES PRIVATE LIMITED-5.74234 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr MRINMOY KUMAR BASU	B S CONSTRUCTIONS & INFRASTRUCTURES PRIVATE LIMITED-900.00000000 Sq Ft
2	Mr MAYUKH BASU	B S CONSTRUCTIONS & INFRASTRUCTURES PRIVATE LIMITED-450.00000000 Sq Ft
3	Miss MEGHNA BASU	B S CONSTRUCTIONS & INFRASTRUCTURES PRIVATE LIMITED-450.00000000 Sq Ft

**Endorsement For Deed Number : I - 160213204 / 2024**

**On 20-09-2024**

**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 13:13 hrs on 20-09-2024, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Mr BHARAT SINGH .,

**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 3,86,68,974/-

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

Execution is admitted on 20/09/2024 by 1. Mr MRINMOY KUMAR BASU, Son of Mr Mohan Lal Basu, 49, 49/1, Kayastha Para Main Road, P.O: Haltu, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Advocate, 2. Mr MAYUKH BASU, Son of Mr Manab Kumar Basu, 49, 49/1, KAYASTHA PARA MAIN ROAD, P.O: HALTU, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Student, 3. Miss MEGHNA BASU, Daughter of Mr Manab Kumar Basu, 49, 49/1, Kayastha Para Main Road, P.O: Haltu, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Service

Indetified by Mr BIKASH KUMAR SINGH, , , Son of Mr S SINGH, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Professionals

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

Execution is admitted on 20-09-2024 by Mr BHARAT SINGH,

Indetified by Mr BIKASH KUMAR SINGH, , , Son of Mr S SINGH, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Professionals

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 6,060.00/- ( B = Rs 6,000.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 6,028/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 19/09/2024 5:31PM with Govt. Ref. No: 192024250214999018 on 19-09-2024, Amount Rs: 6,028/-, Bank: SBI EPay ( SBIEPay), Ref. No. 5244722484125 on 19-09-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 913506, Amount: Rs.50.00/-, Date of Purchase: 04/09/2024, Vendor name: ANJUSHREE BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 19/09/2024 5:31PM with Govt. Ref. No: 192024250214999018 on 19-09-2024, Amount Rs: 75,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 5244722484125 on 19-09-2024, Head of Account 0030-02-103-003-02



**Suman Basu**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I I SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1602-2024, Page from 441476 to 441534  
being No 160213204 for the year 2024.**



*Suman*

Digitally signed by Suman Basu  
Date: 2024.09.20 17:51:00 +05:30  
Reason: Digital Signing of Deed.

**(Suman Basu) 20/09/2024  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS  
West Bengal.**