

4832/19

I-4574/19



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 534731

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

Addl. District Sub-Registrar
Behala, South 24 Parganas

26 APR 2019

DEVELOPMENT AGREEMENT

ALONG WITH

DEVELOPMENT POWER OF ATTORNEY

THIS INDENTURE is made on this the 26th day of April Two Thousand Nineteen (2019)

BETWEEN

Major Information of the Deed

| | | | |
|--|---|---|------------|
| Deed No : | I-1607-04574/2019 | Date of Registration | 26/04/2019 |
| Query No / Year | 1607-0000560342/2019 | Office where deed is registered | |
| Query Date | 04/04/2019 5:52:44 PM | A.D.S.R. BEHALA, District: South 24-Parganas | |
| Applicant Name, Address & Other Details | Joy Prokash Chakraborty Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9874426174, Status : Advocate | | |
| Transaction | | Additional Transaction | |
| [0139] Sale, Development Power of Attorney | | [4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-] | |
| Set Forth value | | Market Value | |
| Rs. 20,00,000/- | | Rs. 22,92,334/- | |
| Stampduty Paid(SD) | | Registration Fee Paid | |
| Rs. 5,121/- (Article:48(g)) | | Rs. 1,035/- (Article:E, E, E, E, B) | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :

District: South 24-Parganas, P.S.- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Khan Mohammad Road, Premises No: 16, , Ward No: 126 Pin Code : 700061






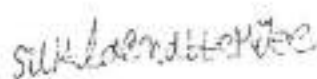



| Sch No | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---------------|-------------|----------------|-----------------------|---------------------------|-------------------------|-----------------------|--------------------------------|
| L1 | | | Bastu | 3 Katha 2 Chatak 38 Sq Ft | 13,76,000/- | 16,68,334/- | Width of Approach Road: 16 Ft, |
| Grand Total : | | | | 5.2433Dec | 13,76,000 /- | 16,68,334 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 2080 Sq Ft. | 6,24,000/- | 6,24,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 2080 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete | | | | | |
| Total : | | 2080 sq ft | 6,24,000 /- | 6,24,000 /- | |

Major Information of the Deed :- I-1607-04574/2019-26/04/2019

Principal Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|---|--|---|---|---|
| 1 | Name Mr Hira Lal Chatterjee Son of Late Jibon Kumar Chatterjee Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place : Office | Photo  26/04/2019 | Finger Print  LTI 26/04/2019 | Signature  26/04/2019 |
| Chandra Pally, Khan Mahammad Road, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ACHPC7308N, Status :Individual, Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place : Office | | | | |
| 2 | Name Mrs Sukla Chatterjee Wife of Late Manik Lal Chatterjee Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place : Office | Photo  26/04/2019 | Finger Print  LTI 26/04/2019 | Signature  26/04/2019 |
| 16, Khan Mahammad Road, Dakshin Behala, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AOBPC4938A, Status :Individual, Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place : Office | | | | |
| 3 | Name Mr Rajdeep Chatterjee Son of Late Manik Lal Chatterjee Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place : Office | Photo  26/04/2019 | Finger Print  LTI 26/04/2019 | Signature  26/04/2019 |
| 16, Khan Mohammad Road, Dakshin Behala, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: BUKPC2528L, Status :Individual, Executed by: Self, Date of Execution: 26/04/2019 , Admitted by: Self, Date of Admission: 26/04/2019 ,Place : Office | | | | |

Major Information of the Deed :- I-1607-04574/2019-26/04/2019

Attorney Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | SINGH DEVELOPER Talpuhur Road, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061 PAN No.:: DHJPS3851L, Status :Organization, Executed by: Representative |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | |
|--|--|---|---|---|
| 1 | Name | Photo | Finger Print | Signature |
| | Mr Jyoti Singh (Presentant) Son of Late Rambir Singh Date of Execution - 26/04/2019, , Admitted by: Self, Date of Admission: 26/04/2019, Place of Admission of Execution: Office |  |  |  |
| | | Apr 26 2019 2:32PM | LTI 26/04/2019 | 26/04/2019 |
| Talpukur Road, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: DHJPS3851L Status : Representative, Representative of : SINGH DEVELOPER (as proprietor) | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|---|---|---|---|
| Mr Joy Prokash Chakraborty Son of Mr Dilip Chakraborty 546, Talpuhur Road, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061 |  |  |  |
| 26/04/2019 | 26/04/2019 | 26/04/2019 | 26/04/2019 |

Identifier Of Mr Hira Lal Chatterjee, Mrs Sukla Chatterjee, Mr Rajdeep Chatterjee, Mr Jyoti Singh

Endorsement For Deed Number : I - 160704574 / 2019**On 26-04-2019****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 14.00 hrs on 26-04-2019, at the Office of the A.D.S.R. BEHALA by Mr Jyoti Singh ..

Major Information of the Deed :- I-1607-04574/2019-26/04/2019

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 22,92,334/-

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

Execution is admitted on 26/04/2019 by 1. Mr Hira Lal Chatterjee, Son of Late Jibon Kumar Chatterjee, Chandra Pally, Khan Mahammad Road, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Service, 2. Mrs Sukla Chatterjee, Wife of Late Manik Lal Chatterjee, 16, Khan Mahammad Road, Dakshin Behala, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession House wife, 3. Mr Rajdeep Chatterjee, Son of Late Manik Lal Chatterjee, 16, Khan Mahammad Road, Dakshin Behala, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by Profession Student

Indetified by Mr Joy Prokash Chakraborty, , Son of Mr Dilip Chakraborty, 546, Talpukur Road, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by profession Advocate

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

Execution is admitted on 26-04-2019 by Mr Jyoti Singh, proprietor, SINGH DEVELOPER, Talpukur Road, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061

Indetified by Mr Joy Prokash Chakraborty, , Son of Mr Dilip Chakraborty, 546, Talpukur Road, P.O: Sarsuna, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,035/- (B = Rs 1,000/- ,E = Rs 35/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,035/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/04/2019 8:36PM with Govt. Ref. No: 192019200002018441 on 04-04-2019, Amount Rs: 1,035/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00ZUGCH5 on 04-04-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,121/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 121/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 534731, Amount: Rs 5,000/-, Date of Purchase: 26/03/2019, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/04/2019 8:36PM with Govt. Ref. No: 192019200002018441 on 04-04-2019, Amount Rs: 121/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00ZUGCH5 on 04-04-2019, Head of Account 0030-02-103-003-02



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

Major Information of the Deed :- I-1607-04574/2019-26/04/2019

Major Information of the Deed :- I-1607-04574/2019-26/04/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2019, Page from 143520 to 143574
being No 160704574 for the year 2019.



Sandip Biswas

Digitally signed by SANDIP BISWAS
Date: 2019.04.29 16:41:10 +05:30
Reason: Digital Signing of Deed.

(Sandip Biswas) 4/29/2019 4:40:52 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

(1) **SRI. HIRA LAL CHATTERJEE**, PAN NO.- ACHPC7308N, son of Late Jiban Kumar Chatterjee, by Faith- Hindu, by Occupation- Service, residing at- Chandra Pally, Khan Mahammad Road, P.O.- Sarsuna, P.S.- Thakurpukur, Kolkata- 700061, District - South 24 Parganas, (2) **SMT. SUKLA CHATTERJEE**, PAN NO.- AOBPC4938A, wife of Late Manik Lal Chatterjee, by Faith- Hindu, By Occupation- Housewife, (3) **SRI. RAJDEEP CHATTERJEE**, PAN NO.- BUKPC2528L, son of Late Manik Lal Chatterjee, by Faith- Hindu, by Occupation- Student, both are residing at- 16, Khan Mahammad Road, Dakshin Behala, P.O.- Sarsuna, P.S.- Thakurpukur, Kolkata- 700061, District- South 24 Parganas, hereinafter referred to and called as the "**LAND OWNERS**" (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, legal representatives, administrators and assigns) of the **ONE PART**.

AND

SINGH DEVELOPER, a Proprietorship Firm having its office at- Talpukur Road, P.O.- Sarsuna, Police Station- Thakurpukur now Sarsuna, Kolkata- 700 061, District- South 24 Parganas, represented by its sole Proprietor **SRI. JYOTI SINGH**, PAN NO.- DHJPS3851L son of Late Rambir Singh, by faith - Hindu, by occupation - Business, residing at - Talpukur Road, P.O.- Sarsuna, Police Station - Thakurpukur now Sarsuna, Kolkata - 700 061, District- South 24 Parganas, hereinafter referred to and called as the "**DEVELOPER**" (which expression shall unless otherwise repugnant to the context to be deemed to mean and include its successors, executors, legal representatives, administrators and assigns) of the **OTHER PART**.

WHEREAS one Sefali Rani Paul was the owner of **ALL THAT** piece and parcel of land measuring more or less 15 Satak situated and lying at- Mouza- Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, at present within the limits of the Kolkata Municipal Corporation, within Chandra Pally, Khan Mahammad Road, under Ward No.- 126, Police Station- Thakurpukur, District- South 24 Parganas by virtue of a registered Deed dated 07/07/1961 and while thus seized and possessed over the aforesaid property said Sefali Rani Paul due to urgent need of money by virtue of a registered Deed of Sale (Written in Bengali) dated 01/05/1962 sold, conveyed and transferred a plot of land measuring more or less 3 Cottahs 6 Chittacks 15 Square Feet out of her entire property unto and in favour of Smt. Ashalata Chatterjee, (now deceased) for a valuable consideration as mentioned therein.

The said Deed was duly registered in the Office of the Joint Sub-Registrar Alipore at Behala and recorded in Book No.- I, Volume No.- 29, Pages from 292 to 294, being No.- 1810 for the year 1962.

AND WHEREAS while thus seized and possessed over the aforesaid property and after physical measurement it revealed that some portion of the property already left for adjacent road widening as a result of which said Smt. Ashalata Chatterjee, (now deceased) became the absolute owner of **ALL THAT** piece and parcel of land measuring more or less 3 Cottahs 2 Chittacks 38 Square Feet lying and situated at- Mouza- Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, at present

within the limits of the Kolkata Municipal Corporation, within Chandra Pally, Khan Mahammad Road, under Ward No.- 126, Police Station- Thakurpukur, District- South 24 Parganas and while thus seized and possessed of the same said Ashalata Chatterjee (now deceased) erected a Asbestors Shed structure measuring more or less 2080 Square Feet upon the said land and during enjoyment said Ashalata Chatterjee died intestate on 10/01/1997 leaving behind her two sons namely Sri Manik Lal Chatterjee, Sri Hira Lal Chatterjee and two married daughters namely Smt. Gouri Banerjee and Smt. Mala Bhattacharjee who jointly inherited the aforesaid property left by their mother said Ashalata Chatterjee, since deceased, as per Hindu Succession Act, that the husband of Ashalata Chatterjee died on 10/01/1992.

AND WHEREAS by the strength of aforesaid manner said Sri Manik Lal Chatterjee, Sri. Hira Lal Chatterjee, Smt. Gouri Banerjee and Mala Bhattacharjee became the joint owners of the aforesaid and while in joint enjoyment of the same said Sri Manik Lal Chatterjee, Sri. Hira Lal Chatterjee, Smt. Gouri Banerjee and Mala Bhattacharjee demarcated a plot of land measuring more or less 1 Cottah 9 Chittacks 19 Square Feet out of the entire property and said Hira Lal Chatterjee became the Owner of undivided $1/4^{\text{th}}$ share i.e. land measuring 12 Chittacks 32 Square Feet and $1/4^{\text{th}}$ structure i.e. 520 Square Feet and said Sri Manik Lal Chatterjee, Smt. Gouri Banerjee and Mala Bhattacharjee jointly gifted 572 Square Feet land and 520 Sq.ft. Structure unto and in favour of their brother Sri Hira Lal Chatterjee by virtue of a registered Deed of Gift dated 11/08/2010.

The said Deed of Gift was duly registered in the Office of the D.S.R.- II, Alipore, South 24 Parganas and reorded in Book No.- I, being No.- 8079 for the year 2010.

AND WHEREAS by the strength of aforesaid manner said Sri Hira Lal Chatterjee became the absolute owner of land measuring more or less 1 Cottah 9 Chittacks 19 Square Feet together with 1040 Sq.ft. Asbestors Structure standing thereon lying and situated at Mouza- Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, at present within the limits of the Kolkata Municipal Corporation, within Chandra Pally, Khan Mahammad Road, under Ward No.- 126, Police Station- Thakurpukur, District- South 24 Parganas and while thus seized and possessed of the same duly mutated his name in the records of the Kolkata Municipal Corporation and the said property numbered as Premises No.- 16A, Khan Mahammad Road, Police Station- Thakurpukur, Kolkata- 700061, under Ward No.- 126, being Assessee No.- 41-126-11-0434- 2, and is in occupation of the same in an uninterrupted manner by paying taxes to the authority concern and doing all acts of ownership.

AND WHEREAS one Sefali Rani Paul was the owner of **ALL THAT** piece and parcel of land measuring more or less 15 Satak situated and lying at- Mouza- Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, at present within the limits of the Kolkata Municipal Corporation, within Chandra Pally, Khan Mahammad

Road, under Ward No.- 126, Police Station- Thakurpukur, District- South 24 Parganas by virtue of a registered Deed dated 07/07/1961 and while thus seized and possessed over the aforesaid property said Sefali Rani Paul due to urgent need of money by virtue of a registered Deed of Sale (Written in Bengali) dated 01/05/1962 sold, conveyed and transferred a plot of land measuring more or less 3 Cottahs 6 Chittacks 15 Square Feet out of her entire property unto and in favour of Smt. Ashalata Chatterjee, (now deceased) for a valuable consideration as mentioned therein.

The said Deed was duly registered in the Office of the Joint Sub-Registrar Alipore at Behala and recorded in Book No.- I, Volume No.- 29, Pages from 292 to 294, being No.- 1810 for the year 1962.

AND WHEREAS while thus seized and possessed over the aforesaid property and after physical measurement it revealed that some portion of the property already left for adjacent road widening as a result of which said Smt. Ashalata Chatterjee, (now deceased) became the absolute owner of **ALL THAT** piece and parcel of land measuring more or less 3 Cottahs 2 Chittacks 38 Square Feet lying and situated at- Mouza- Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, at present within the limits of the Kolkata Municipal Corporation, within Chandra Pally, Khan Mahammad Road, under Ward No.- 126, Police Station- Thakurpukur, District- South 24 Parganas and while thus seized and possessed of the same said Ashalata Chatterjee (now deceased) erected a Asbestors Shed structure measuring more or less 2080 Square Feet upon the said land and during enjoyment said Ashalata Chatterjee died

intestate on 10/01/1997 leaving behind her two sons namely Sri Manik Lal Chatterjee, Sri Hira Lal Chatterjee and two married daughters namely Smt. Gouri Banerjee and Smt. Mala Bhattacharjee who jointly inherited the aforesaid property left by their mother said Ashalata Chatterjee, since deceased, as per Hindu Succession Act, that the husband of Ashalata Chatterjee died on 10/01/1992.

AND WHEREAS by the strength of aforesaid manner said Sri Manik Lal Chatterjee, Sri. Hira Lal Chatterjee, Smt. Gouri Banerjee and Mala Bhattacharjee became the joint owners of the aforesaid and while in joint enjoyment of the same said Sri Manik Lal Chatterjee, Sri. Hira Lal Chatterjee, Smt. Gouri Banerjee and Mala Bhattacharjee demarcated a plot of land measuring more or less 1 Cottah 9 Chittacks 19 Square Feet out of the entire property and said Hira Lal Chatterjee became the Owner of undivided $1/4^{\text{th}}$ share i.e. land measuring 12 Chittacks 32 Square Feet and $1/4^{\text{th}}$ structure i.e. 520 Square Feet and said Sri Manik Lal Chatterjee, Smt. Gouri Banerjee and Mala Bhattacharjee jointly gifted 572 Square Feet land and 520 Sq.ft. Structure unto and in favour of their brother Sri Hira Lal Chatterjee by virtue of a registered Deed of Gift dated 11/08/2010.

The said Deed of Gift was duly registered in the Office of the D.S.R.- II, Alipore, South 24 Parganas and reorded in Book No.- I, being No.- 8079 for the year 2010.

AND WHEREAS after the said registered Deed of Gift said Sri. Manik Lal Chatterjee, Sri Hira Lal Chatterjee, Smt. Gouri Banerjee and Mala Bhattacharjee became the joint owners of the remaining/rest of land measuring more or less 1 Cottah 9 Chittacks 19 square Feet and while in joint enjoyment of the same said Manik Lal Chatterjee became the Owner of undivided $1/4^{\text{th}}$ share i.e. land measuring 6 Chittacks 16 Square Feet together with structure and said Sri Hira Lal Chatterjee, Smt. Gouri Banerjee and Mala Bhattacharjee jointly gifted 1 Cottah 3 Chittacks 3 Sq.ft. Square Feet land and 225 Sq.ft. Structure unto and in favour of their brother Sri Manik Lal Chatterjee by virtue of a registered Deed of Gift dated 24/09/2012.

The said Deed of Gift was duly registered in the Office of the A.D.S.R Behala, Alipore, South 24 Parganas and reorded in Book No.- I, CD Volume No.- 32, Pages from 4252 to 4265, being No.- 09345 for the year 2012.

AND WHEREAS by the strength of aforesaid manner said Sri Manik Lal Chatterjee became the absolute owner of land measuring more or less 1 Cottah 9 Chittacks 19 Square Feet together with 1040 Sq.ft. Asbestors Shed Structure standing thereon lying and situated at Mouza- Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, at present within the limits of the Kolkata Municipal Corporation, within Chandra Pally, Khan Mahammad Road, under Ward No.- 126, Police Station- Thakurpukur, District- South 24 Parganas and while thus seized and possessed of the same duly mutated his name in the records of the Kolkata Municipal Corporation and the said property numbered as Premises No.- 16, Khan Mahammad Road. Police

Station- Thakurpukur, Kolkata- 700061, under Ward No.- 126, being Assessee No.- 41-126-11-0016- 6, and is in occupation of the same in an uninterrupted manner by paying taxes to the authority concern and doing all acts of ownership and while in enjoyment of the same said Manik Lal Chatterjee died intestate on 13/11/2017 leaving behind him surviving wife Smt. Sukla Chatterjee and only son Sri Rajdeep Chatterjee as his only legal heirs and successors who jointly inherited the aforesaid property left by said Manik lal Chatterjee, since deceased.

AND WHEREAS by the strength of aforesaid manner said Smt. Sukla Chatterjee and Sri Rajdeep Chatterjee became the joint owners of land measuring more or less 1 Cottah 9 Chittacks 19 Square Feet together with 1040 Sq.ft. Asbestors Shed Structure standing thereon lying and situated at Mouza- Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, within the limits of the Kolkata Municipal Corporation, being Premises No.- 16, Khan Mahammad Road, Police Station- Thakurpukur, Kolkata- 700061, under Ward No.- 126, being Assessee No.- 41-126-11-0016- 6, ., District- South 24 Parganas and are in occupation of the same in an uninterrupted manner by paying taxes to the authority concern and doing all acts of ownership.

AND WHEREAS said Hira Lal Chatterjee while thus seized and possessed over the aforesaid property said Hira Lal Chatterjee on 24th day of December, 2018 Gifted undivided 2 Chittacks of land together with structure out of his entire property

measuring more or less 1 Cottahs 9 Chittacks 19 Square Feet bastu land together with easement rights attached thereto situate and lying at Mouza – Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, within the limits of the Kolkata Municipal Corporation, K.M.C. Premises No.- 16A, Khan Mahammad Road, Kolkata- 700061, under Ward No. -126, being Assessee No.- 41-126-11-0431-2, District – South 24 Parganas unto and in favour of Smt. Sukla Chatterjee and Sri. Rajdeep Chatterjee, the Owner No.- 2 & 3 herein.

The said Deed of Gift was duly registered in the Office of the A.D.S.R. Behala and recorded in Book No.- I, Volume No.- 1607-2018, Pages from 383230 to 383253, being No.- 160712086 for the year 2018.

AND WHEREAS said Smt. Sukla Chatterjee and Sri. Rajdeep Chatterjee while thus seized and possessed over the aforesaid property said Smt. Sukla Chatterjee and Sri. Rajdeep Chatterjee on 24th day of December, 2018 Gifted undivided 2 Chittacks of land together with structure out of his entire property measuring more or less 1 Cottahs 9 Chittacks 19 Square Feet of bastu land together with easement rights attached thereto situate and lying at Mouza – Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, within the limits of the Kolkata Municipal Corporation, K.M.C. Premises No.- 16, Khan Mahammad Road, Kolkata- 700061, under Ward No. -126, being Assessee No.- 41-126-11-0016-6, District – South 24 Parganas unto and in favour of Sri Hira Lal Chatterjee, the Owner No.- 1 herein.

The said Deed of Gift was duly registered in the Office of the A.D.S.R. Behala and recorded in Book No.- I, Volume No.- 1607-2018, Pages from 383254 to 383278, being No.- 160712087 for the year 2018.

AND WHEREAS the Owner No.- 1 became the owner of the property measuring more or less 1 Cottahs 9 Chittacks 19 Square Feet and the Owner No.- 2 & 3 became the joint owners of the property measuring more or less 1 Cottahs 9 Chittacks 19 Square Feet in the manner as aforesaid and both the properties is adjacent plot with each other and also amalgamated the same into a one plot and there was no demarcation between the said property and both the Owners were/are using the said property as a single property and also jointly mutated their names before the Kolkata Municipal Corporation for their said properties became a single holding being known and numbered as Premises No.- 16, Khan Mahammad Road, Kolkata- 700061, under Ward No. -126, being Assessee No.- 41-126-11-0016-6, District – South 24 Parganas.

AND WHEREAS by the strength of aforesaid manner (1) **Sri. Hira Lal Chatterjee**, (2) **Smt. Sukla Chatterjee** and (3) **Sri. Rajdeep Chatterjee**, became the joint Owners or otherwise were well and sufficiently entitled to **ALL THAT** the piece and parcel of land measuring about **3 (Three) Cottahs 2 (Two) Chittacks 38 (Thirty-Eight) Square Feet** along with 200 Square Feet R.T. Shed Structure standing thereon situated and lying at Mouza – Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, within the limits of the Kolkata Municipal Corporation, being

Premises No.- 16, **Khan Mahammad Road**, Kolkata- 700061, under Ward No. -126, being Assessee No.- 41-126-11-0016-6, District – South 24 Parganas, together with the right of user of the Western side 16' wide common passage and both the Owners were/are in joint possession of their aforesaid properties by pay taxes to the concern authority without any interruption or objection from any third party being free from all encumbrances, attachments, liens, charges etc. whatsoever with free and marketable title to transfer the same by any way to anybody for the sake of brevity the said property is to be called and referred as **"THE SAID PREMISES"** more fully described and written in the **SCHEDULE- "A"** here under.

AND WHEREAS thus the present Party of the First Party herein are the absolute joint Owners of the property more fully and particularly described in the **SCHEDULE- "A"** hereunder written and hereinafter referred to as the **"SAID PROPERTY"** and while thus seized and possessed of the same intended to develop their property by raising a building thereon and is looking for a prospective builder/developer for the same.

AND WHEREAS the present Developer herein being aware of such development work has approached the Owners to develop the same under certain terms and conditions, as are appearing hereinafter.

AND WHEREAS the present Owners are being agreed with the said proposal of the Developer has this day entered into this Agreement for Development under certain terms and conditions as mutually agreed.

AND WHEREAS before execution of this Agreement the Owners have represented and assured the Developer as follows:

- A. That the said property is free from all encumbrances, charges, liens, attachments, lispendences whatsoever or howsoever and that the same is fully occupied by the Owners in respect of the property mentioned in the **SCHEDULE- "A"**.
- B. That excepting the present Owners no one else have any right title interest, claim, demand whatsoever or howsoever into or upon the said property.
- C. That there is no notice of acquisition or requisition received or pending in respect of the said **SCHEDULE- "A"** below property or any portion thereof.
- D. That the Owners have declare to the Developer that they have good and marketable title in respect of the said property situated thereon without any claim, right title interest of any person thereof or therein and the Owners have absolute right to enter into this Agreement with the Developer and the Owners hereby undertake to indemnify and keep the Developer indemnified against any

or all third party claims, actions and demands whatsoever with regards to the title and ownership of the Owners.

- E. Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developer being desirous to develop the aforesaid property on the terms and conditions as contained hereinafter appearing:

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

ARTICLE – I:

DEFINITIONS

1. LAND OWNERS :-

Shall always mean (1). **SRI HIRA LAL CHATTERJEE**, PAN NO.- ACHPC7308N, son of Late Jiban Kumar Chatterjee, by Faith- Hindu, by Occupation- Service, residing at- Chandra Pally, Khan Mahammad Road, P.O.- Sarsuna, P.S.- Thakurpukur, Kolkata- 700061, District - South 24 Parganas, (2) **SMT. SUKLA CHATTERJEE**, PAN NO.- AOBPC4938A, wife of Late Manik Lal Chatterjee, by Faith- Hindu, By Occupation- Housewife, (3) **SRI RAJDEEP CHATTERJEE**, PAN NO.- BUKPC2528L, son of Late Manik Lal Chatterjee, by Faith- Hindu, by Occupation- Student, both are residing at- 16, Khan Mahammad Road, Dakshin Behala, P.O.- Sarsuna, P.S.- Thakurpukur, Kolkata- 700061, District- South 24 Parganas, and their heirs, successors, executors, administrators, legal representatives and/or assigns.

2. **DEVELOPER :-**

Shall mean **SINGH DEVELOPER**, a Proprietorship Firm having its office at- Talpukur Road, P.O.- Sarsuna, Police Station- Thakurpukur now Sarsuna, Kolkata- 700 061, District- South 24 Parganas, represented by its sole Proprietor **SRI. JYOTI SINGH**, PAN NO.- DHJPS3851L son of Late Rambir Singh, by faith – Hindu, by occupation – Business, residing at – Talpukur Road, P.O.- Sarsuna, Police Station - Thakurpukur now Sarsuna, Kolkata - 700 061, District- South 24 Parganas, and its executors, successors, representatives and assigns.

3. **PROPERTY :-**

Shall mean the property situate and lying at **ALL THAT** the piece and parcel of land measuring about **3 (Three) Cottahs 2 (Two) Chittacks 38 (Thirty-Eight) Square Feet** along with 2080 Sq.ft. Asbestors Shed Structure standing thereon situated and lying at Mouza – Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, within the limits of the Kolkata Municipal Corporation being Premises No.- 16, **Khan Mahammad Road**, Kolkata- 700061, under Ward No. -126, being Assessee No.- 41-126-11-0016-6, District – South 24 Parganas, A.D.S.R Office Behala, D.S.R. Office Alipore, more fully described in the **SCHEDULE- "A"** hereunder written.

4. **NEW BUILDING :-**

Shall mean and include the building to be constructed as per the sanctioned building plan to be obtained from the Kolkata Municipal Corporation.

5. **BUILDING PLAN :-**

Shall mean the Plan which shall be prepared by the Developer duly signed by its authorized agent or Attorney and sanction to be obtained by the Developer from the Kolkata Municipal Corporation for construction of the new building upon the said premises with such additions, alterations, modifications, revised in accordance with the building rules of the Kolkata Municipal Corporation as would be necessary by the Developer. Notwithstanding the Developer will take consent of the Owner in designing the said plan.

6. **COMMON SERVICE AREAS :-**

Corridors, stairways, surrounding open spaces/passages, ways, pump room, overhead water tank, underground water reservoir, water pump, septic tank, roof and all other facilities attached to the said building.

7. **SALEABLE SPACES :-**

All spaces treated/mentioned as Developer's Allocation in the new building available for the independent use and occupation.

8. **ARCHITECT :-**

The person and/or the Firm to be appointed by the Developer for planning, designing and supervising the new building.

9. **ADVOCATE :-**

Shall mean *Mr. Joy Prokash Chakraborty* of 546, Talpukur Road, Sarsuna Subhas Nagar, Police Station- Thakurpukur, Kolkata- 700061.

10. **TRANSFEROR:-**

The Owners herein.

11. **TRANSFeree :-**

The Purchaser/s who will purchase flats/spaces in the new building from the Developer and/or Owner.

12. **TRANSFER :-**

Transfer of proportionate undivided share/interest of land in the premises by the Owner attributable to the Developer's Allocation.

13. **OWNERS' ALLOCATION :-**

The Owners First Party herein shall get 36% F.A.R. of the proposed New Building, along with proportionate share and/or right of user of all common spaces, passages, ways, driveways, facilities and amenities of the said building as well as the said premises as the Owners' Allocation along with a adjustable and/or refundable amount of Rs. 6,00,000/- (Rupees Six Lac) only paid by the Developer as per SCHEDULE OF PAYMENT below :-

SCHEDULE OF PAYMENT

- | | |
|---|----------------|
| a) at the time of execution of these presents | Rs. 1,00,000/- |
| b) at the time of handover possession. | Rs. 5,00,000/- |

14. **DEVELOPER'S ALLOCATION :-**

The Developer other Part herein shall get remaining portion of the proposed New Building together with proportionate share of land of the said Premises along with proportionate share and/or right of user of all common spaces, passages, ways,

driveways, facilities and amenities of the said building as well as the said premises as the Owner Allocation.

15. SUPER BUILT-UP AREA :-

Super built-up area of the building shall mean the plinth area of the unit or units in the building (which inter alias includes the area under such wall or pillar in such wall or pillars in such unit) and shall include proportionate share of the area of the common areas and installations including service areas.

16. TIME :-

The Developer will deliver the peaceful vacant physical possession of the Owners Allocation within 24 (Twenty Four) months from the date Sanctioned Building Plan. In case of any reasonable difficulties and circumstances beyond control of the Developer, the completion time of the proposed building may be extended as mutually would be agreed upon and by between the parties hereto but in any event the said extended period shall not exceed 6 (Six) months and in that case a prior notice in writing justifying the cause for such extension shall have to be given to the Owners by the Developer within stipulated period of this Developers' Agreement.

ARTICLE - II

OWNERS' RIGHT

The Owners First Party herein shall get 36% F.A.R. of the proposed New Building, along with proportionate share and/or right of user of all common spaces, passages, ways, driveways, facilities and amenities of the said building as well as the said premises as the Owners' Allocation.

ARTICLE – III

OWNERS' OBLIGATION:

1. The Developer shall be entitled to construct and complete the new building strictly in accordance to the building plan without any interference or hindrance from the side of the Owners provided that the Developer shall use good quality of materials and good quality of labours as well.
2. During the continuance of this Agreement the Owners will not let –out, grant, lease and mortgage and/or create any change in respect of the premises or any portion thereof without the consent in writing of the Developer and vice-versa.
3. That the Owners will also allow the said Developer to commercially exploit of Developer's Allocation.
4. The Owners will execute all deeds of conveyance the undivided proportionate share of land relating to the Developer's Allocation in the new building.
5. The Owners First Party herein shall get 36% F.A.R. of the proposed New Building, along with proportionate share and/or right of user of all common spaces, passages, ways, driveways, facilities and amenities of the said building as well as the said premises as the Owners' Allocation.

6. The Owners will execute a registered General Power of Attorney in favour of the Developer or its nominee authorizing it inter-alia to proceed with the construction as well as to enable the Developer to receive any advance/earnest money from any intending Purchaser/s and also the balance of the purchase money against and to give good, valid receipt and discharge for the same which will protect the Purchaser/s without seeing the application of the money, to sell and transfer the undivided proportionate share/interest of land in the premises attributable to the Developer's Allocation and receive consideration therefore, to present any such conveyance/s for registration, to admit execution and receipt for registration and to admit execution and receipt of consideration before the competent Registration Authority for and to have the said Conveyance registered and to do all acts, deeds and things which my said attorney shall consider necessary for sale to Purchaser/s and the said Developer shall bear the all cost/expenses for the registration of such Power of Attorney given by the said Owner. Notwithstanding the Developer will execute Deed of Conveyance to any Purchaser/s in respect of the Developer's Allocation of the Owners in complete habitable conditions.
7. The Owners if required will execute agreement for sale in respect of sale of undivided proportionate share of land pertaining to the Developer's Allocation and present the same before the registration authority in respect of flats and spaces pertaining to the Developer's Allocation for registration.

8. The Owners will extend all reasonable co-operation to the Developer for effecting construction of the new building also face and/or handle the local disturbance regarding the construction of the said building at free of cost.
9. The Developer will be entitled to deliver the flats and spaces pertaining to the Developer's Allocation to the Purchaser/s only after it deliver the Owners' Allocation to the Owners in complete habitable conditions.
10. The Developer will be entitled to transfer the flat/space along with the undivided proportionate share of land in the premise attributable to the Developer's Allocation on the strength of the Power of Attorney to be given by the Owners.
11. The Developer will be entitled to make publicity in all possible manners for the benefit of commercial exploitation of the Developer's Allocation in the said building.
12. The Owners will be liable to keep all original documents such as the Title Deeds of the said property, K.M.C. tax bills, Mutation Certificate and any other documents regarding the title ship of the said landed property with the said Developer, against a valid receipt for the requirement in respect of the plan and/or any other reasonable purposes during the construction of the building and the said Developer will return all the original documents to the Owners at the time of delivery of possession of the Owners' Allocation to the Owners.
13. The Developer will have the sole and exclusive right to the debris of the old building.

ARTICLE – IV**DEVELOPER'S OBLIGATION**

1. The Developer will bear all cost arising out of the construction of the new building, taxes as enforced by K.M.C., K.M.D.A., Land and Revenue Department of West Bengal and any other statutory or Government bodies time to time during the construction period and up to the delivery of the said building to the Owners and the other purchaser/s.
2. That during the period of the construction the Developer shall take all responsibilities of labour charges, cost of materials, accidents, injuries etc. if any costs, expenses, loss and damages that may arise in respect of construction of the new building and the Owners shall not be responsible in any manner whatsoever and similarly the owners shall keep the Developer saved harmless and indemnified against any other claims over and in respect of the ownership of the said premises in so far as it relates to the Developer's Allocation in the building.
3. The Developer other Part herein after handed over the owners' allocation shall get remaining portion of the proposed New Building together with proportionate share of land of the said Premises along with proportionate share and/or right of user of all common spaces, passages, ways, driveways, facilities and amenities of the said building as well as the said premises as the Owners' Allocation.
4. That the Developer shall arrange Electricity connection of the 440 Volts service for the entire new building. The Owners and the Purchaser/s shall bear and pay

proportionately for the total amount of deposits and expenses as would be required to obtain the said 440 Volts service from the CESC Ltd. for the common electricity meter in the new building in respect of their respective portions/flats in the said new building at the said premises.

5. That the Developer/the Party of the Other Part shall demolish the old structure of the above mentioned property for construction a New building upon the said property and the Party of the other Part shall also arrange the alternative accommodation for the Party of the One Part and shall bear the expenses i.e. Rs. 7,000/- per month for sifting charges from the vacant possession till handed over of the Owners' Allocation (for Owner No.- 1 Rs. 3,500/- & for Owner No.- 2 and 3 Rs. 3,500/-).

ARTICLE - V

OWNERS' INDEMNITY

1. The Owners declare that the premise is free from all encumbrances whatsoever and the Owners have full right and absolute authority to enter into this Agreement with the Developer.
2. The Owners declare that save and except the Owners herein no other person has any right title and interest over the said premises.
3. The Owners declare that there is no defect in the title of the said premises.
4. The Owners declare that no other agreement whatsoever subsist in respect of the said premises.

ARTICLE - VI**DEVELOPER'S INDEMNITY**

1. The Developer indemnifies the Owners against all claims, actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the said new building and/or accepting money from the intending purchaser in respect of the Developer's Allocation except giving suggestions regarding construction of the said building in general and Owners' Allocation in particular and keeping in view the standard of people obtaining in the area as well.

ARTICLE-VII**BUILDING**

1. The Developer shall at its own cost will construct the new proposed building as per sanctioned plan permitted and/or approved by the Kolkata Municipal Corporation and/or by the approval of any other competent authority.
2. That the design and the nature of the building and the materials to be used shall be according to the standard quality and specifications.
3. That the developer shall be authorized by the Owner to apply for and obtain temporary and also permanent connection of water, electricity, telephone and other input and facilities required for the building.
4. All costs, charges and expenses including Architect's fees shall be discharged by the Developer and the owner shall have no responsibility in this context.

5. The aforesaid construction until and unless transferred to the transferees and/or allocated as provided therein, shall be held by the Developer.

ARTICLE- VIII **RATES AND TAXES**

That till completion of the new building the Developer of this agreement shall be responsible for payment of all Kolkata Municipal Corporation rates and taxes but prior to the date of agreement if any dues are outstanding for payment the Owners shall be fully and solely responsible for the same and will be bound to pay the same within 10 days from the date of demand raised and in respect of Income Tax liability, for transferring any allocations the respective party shall be responsible for collection of Income Tax clearance certificate under Section 230A(I) of the Income Tax Act by the cost and expenses of such respective parties.

ARTICLE – IX **COMMON RESTRICTIONS**

1. Neither party shall use or permit to use of their respective allocations or any portion of the new building for carrying any trade or activity detrimental to the peaceful living of the other occupants of the entire new building.
2. Neither Party shall demolish or permit demolition of any wall or make any structural alteration to the new building.
3. Both the Parties shall abide by all law, byelaws, rules & regulations of the competent authority in enjoying the occupation of the new building.

4. Each party will jointly form association and/or common body to look after the maintenance of the new building.
5. Neither party shall use or permit to use of their respective Allocations or any portions of the new building for storing articles which may be detrimental to the free ingress and egress to the new building or part thereof.
6. Both parties will allow the said association or the common person to enter into their respective Allocations for maintenance of the new building upon giving notice in writing.
7. Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allotments.

ARTICLE- X COMMENCEMENT

This Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement.

ARTICLE- XI PROCEDURE

1. That the building plan for the aforesaid construction of the building to be constructed on and upon the SCHEDULE-"A" referred land shall be obtained by the Developer by the cost and expenses his own fund but it would be in the name of the Owners herein from the proper authority of the Kolkata Municipal Corporation.

2. That until completion of the new building the Developer shall hold possession of the said Property on behalf of the Owners and both the Owners and the Developer shall be entitled to deal with their respective allocation as Owners thereof.

ARTICLE - XII
MISCELLANEOUS

1. The Owners and the Developer have entered into this Agreement purely as a contract and nothing herein shall deem to construct a Partnership between the parties in any manner whatsoever.

ARTICLE - XIII
FORCE MAJEURE

1. The parties hereto shall not be consideration to be liable for any obligations hereunder to the extent that the performance of the relative obligations are prevented by the existence of a force majeure.
2. Force Majeure shall mea flood, earth quake, war, stream, tempest, civil commotion, and/or other act of god beyond control of particular hereto.

ARTICLE-XIV
ARBITRATION

In case of any dispute, differences or questions arising between the parties hereto with regard to this agreement the same shall be referred to an Arbitrator. In addition to Arbitration it may be settled through proceedings of Civil Court or any other proceedings.

ARTICLE – XV
JURISDICTION

The Court of Calcutta the courts having territorial and pecuniary jurisdiction over the said property along alone shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

SCHEDULE "A" ABOVE REFERRED TO

(DESCRIPTION OF THE PROPERTY OF THE OWNERS)

ALL THAT the piece and parcel of land measuring about **3 (Three) Cottahs 2 (Two) Chittacks 38 (Thirty-Eight) Square Feet** along with 2080 Sq.ft. Asbestors Shed Structure standing thereon situated and lying at Mouza – Paschim Barisha, Pargana- Khaspur, J.L. No.- 19, R.S. No.- 43, Touzi No.- 1-6, 8-10, 12-16, under Khatian No.- 1536, comprised in Dag No.- 1119, within the limits of the Kolkata Municipal Corporation, being Premises No.- **16, Khan Mahammad Road**, Kolkata- 700061, under Ward No. -126, being Assessee No.- 41-126-11-0016-6, District – South 24 Parganas, A.D.S.R Office Behala, D.S.R. Office Alipore, Dist-24 Pgs(S), together with all other easement rights, facilities and amenities attached thereto and butted and bounded in the manner as follows:-

ON THE NORTH : House of Bibhuti Bhusan Aditya.

ON THE SOUTH : House of Tapan Karmakar.

ON THE EAST : House of Sukumar Chandra Dey.

ON THE WEST : 16' wide K.M.C. Road.

SCHEDULE "B" ABOVE REFERRED TO

ALL THAT the new proposed building consisting of several self contained flats, to be constructed as per sanctioned plan to be obtained from the Kolkata Municipal Corporation by the Developer for consideration of a new proposed building on and upon the **SCHEDULE- "A"** referred land.

SCHEDULE "C" ABOVE REFERRED TO

(OWNERS' ALLOCATION)

The Owners First Party herein shall get 36% F.A.R. of the proposed New Building, along with proportionate share and/or right of user of all common spaces, passages, ways, driveways, facilities and amenities of the said building as well as the said premises as the Owners' Allocation along with a adjustable and/or refundable amount of Rs. 6,00,000/- (Rupees Six Lac) only paid by the Developer as per SCHEDULE OF PAYMENT below :-

SCHEDULE OF PAYMENT

- | | |
|---|----------------|
| c) at the time of execution of these presents | Rs. 1,00,000/- |
| d) at the time of vacating possession | Rs. 5,00,000/- |

SCHEDULE- "D" ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

SAVE AND EXCEPT the Owners' Allocation the entire rest area of the said proposed new building along with undivided proportionate share of land at Premises No.- 16, Khan Mahammad Road, Police Station- Thakurpukur, Kolkata - 700 061.

under Ward No.- 126, District - 24 Parganas (South), attributable thereto including the right of common user of all the common areas, common walls, lobbies, staircases, ultimate roof and facilities, amenities and advantages attached thereto together with right on the part of the Developer to enter into Agreement/s for Sale and/or transfer, lease or in any way deal with the same as the Constituted Attorney or Agent of the Owners in the manner hereinafter provided however after obtaining the sanctioned building Plan from the Kolkata Municipal Corporation.

SCHEDULE "E" ABOVE REFERRED TO

(COMMON PORTIONS)

1. Entrance and Exit.
2. Boundary Wall and main gate.
3. Drainage and sewerage lines and other installations of the same.
4. Electric Wirings and other fittings.
5. Water Supply system.
6. Roof.
7. Water pump, water reservoir together with all common plumbing installations for carriage of water.
8. Such other common parts, common area, equipments, installations, fittings, fixtures and spaces in and around the land and the building as are necessary for passage to and/or user of the units in common by the co-owners.
9. All costs of maintenance operating replacing repairing whitewashing painting decorating redecorating rebuilding reconstruction lighting the common portion and the common areas of the proposed building including outer walls.

SCHEDULE "F" ABOVE REFERRED TO

(COMMON EXPENSES)

1. The salary of all persons employed for the common purpose including guards, darwans, sweepers, plumbers electricians.
2. Insurance premium for insuring the building (if any).
3. All charges deposit, subscriptions, required for the purpose of common utilities to the co-owners in common.
4. Taxes, Rates including water and other levies in respect of the land and the proposed building save those separately assessed.
5. Costs of formation and operation of the Association and/or society of the proposed building.

SCHEDULE "G" ABOVE REFERRED TO

(SPECIFICATION)

1. **GENERAL** :- The Building shall be R.C.C Column structure as per design of the consulting Engineer.
2. **BRICK WORK** :- Brick work will be done with First Class klin burn bricks (1:6) cement mortar, and H.B. nets in 3" thick walls.
3. **PLASTERING** :- All plaster works will be done with approved quality cement, standard thickness, (1:4) cement sand mortar for inside and (1:5) mortar for outside walls.
4. **FLOORING & SKIRTING** :- Flooring with Marble.
5. **PAINTING** :- All internal walls cement plaster with Plaster of Paris finish. All external walls of Snow-cem finish. Synthetic primer to steel and wood works.

6. **DOOR** :- Flush doors with commercial ply and Sal wood frame of standard thickness.
7. **WINDOWS** :- Aluminum with guard bar as per approved designed by the architect and all windows shall have glass 4 mm thick.
8. **ELECTRIC WORKS** :-
 - i) Concealed wiring and board with piano switches.
 - ii) In each bedroom- 2 light pts, 1 fan pt & 1 plug pt,
 - iii) In living-dining room – 2 light pts, 2 fan pts, 1 plug pt, and 1 TV pt.
 - iv) In kitchen – 1 light pt, 1 exhaust fan pt & 1 power pt.
 - v) In Toilet – 1 light pt, & 1 plug pt.
 - vi) In Veranda – 1 light pt, only.
 - vii) Water pump connected with starter switch, security light in common passage and 1 light pt, at each stair landing will be provided (All electrical switch in good quality).
9. **WATER SUPPLY & SANITARY** :- Water supply will be through necessary fittings from KMC F.W. line and overhead water tank with necessary Pump fittings, All the water and sanitary works will be done with approved quality PVC pipes and approved good quality fittings with necessary drainage and sewerage.
10. **TOILET** :- Each Toilet with 6' feet high Glaze Tiles good quality on wall with marble flooring good quality and commode (Colour) matching with wall, PVC white cistern & wash basin with fittings of standard size and good quality.
11. **KITCHEN** :- Grenades on top platform with washing sink, space for with 2" feet tiled wall above the cooking platform, Flooring good quality Marble. All fittings to be installed.

DEVELOPMENT POWER OF ATTORNEY

AND WHEREAS We, (1) **SRI. HIRA LAL CHATTERJEE**, PAN NO.- ACHPC7308N, son of Late Jiban Kumar Chatterjee, by Faith- Hindu, by Occupation- Service, residing at- Chandra Pally, Khan Mahammad Road, P.O.- Sarsuna, P.S.- Thakurpukur, Kolkata- 700061, District - South 24 Parganas, (2) **SMT. SUKLA CHATTERJEE**, PAN NO.- AOBPC4938A, wife of Late Manik Lal Chatterjee, by Faith- Hindu, By Occupation- Housewife, (3) **SRI. RAJDEEP CHATTERJEE**, PAN NO.- BUKPC2528L, son of Late Manik Lal Chatterjee, by Faith- Hindu, by Occupation- Student, both are residing at- 16, Khan Mahammad Road, Dakshin Behala, P.O.- Sarsuna, P.S.- Thakurpukur, Kolkata- 700061, District- South 24 Parganas, the Executants/Owners herein hereby nominate, constitute and appoint the Developer **SINGH DEVELOPER**, a Proprietorship Firm having its office at- Talpukur Road, P.O.- Sarsuna, Police Station- Thakurpukur now Sarsuna, Kolkata- 700 061, District- South 24 Parganas, represented by its sole Proprietor **SRI. JYOTI SINGH**, PAN NO.- DHJPS3851L son of Late Rambir Singh, by faith - Hindu, by occupation - Business, residing at - Talpukur Road, P.O.- Sarsuna, Police Station - Thakurpukur now Sarsuna, Kolkata - 700 061, District- South 24 Parganas, as our true and lawful **ATTORNEY** for us and on our behalf to do and execute all or any of the following acts, deeds and things:-

1. To look after, manage, control, supervise, and administer the aforesaid property as particularly mentioned and written in the **SCHEDULE- "A"** hereinabove and hereinafter referred to as the said property on our behalf.
2. To sign and execute all agreement/s and/or documents and all other necessary paper and documents concerning the said property for and on our behalf.

3. To apply for and obtain in our names and on our behalf for connection of water, electricity, sanction plan and also to apply for and obtain in our names and on our behalf of permanent drainage, sewerage connections to the said property and to sign and execute plan, forms, papers, documents in connection with and for and on our behalf as our authorized agent.
4. To represent us before all the office/offices concerned including Municipal/Corporation office and to sign all papers, documents on our behalf for mutation of our names in respect of relevant papers and to appear in all hearing before the authorities for such mutation, dealing, objections and/or appeals on our behalf against the excess valuation assessed by the authority concerned and also to prefer before the appropriate authorities and represent us at the time of hearing of such objections or appeal on our behalf.
5. To apply for and obtain all necessary sanction clearances and approval from all competent authorities for doing all allied jobs in respect of the said property on our behalf.
6. To appear for and represent us before any competent authority, Tribunal, Arbitrator or Revenue, Administer, Civil and Criminal Jurisdiction relating to any matters, concerning the said property as mentioned and written to the **SCHEDULE- "A"** hereinabove on our behalf.

7. To institute any case or demand any suit, proceedings, appeals, revision, injunction, proceedings, inquiry, claims etc. relating to the said property on our behalf.
8. To appoint and/or engage and legal practitioner, solicitor, auditor, Valuer, assessor, arbitrator and/or any legal practitioner or any Advocate or other person or persons and to sign, execute and deliver all Vakalatnama, Ekranamas, Petitions, etc. for the aforesaid purpose on our behalf.
9. To sign, execute, submit or deliver all written objection, memorandum or appeals, applications, revisions, injunction, petition, Plaints and all other appeals and papers documents and exhibit for the aforesaid purposes.
10. To visit and represent us before all the West Bengal Government Office or Offices and/or Central Government Office or Offices for smooth management of our said property as written in the **SCHEDULE- "A"** hereinabove on our behalf.
11. To pay all rates, taxes, revenue, charges, expenses, outgoings payable for and on the account of the said property or any part thereof and to receive any such advance money/booking money in respect of **Developer's Allocation** and discharge valid receipt receivable for and on account of the said property as mentioned and written in the **SCHEDULE- "A"** hereinabove.

12. To apply for and obtain for all amenities and facilities such as telephone, water, electricity and other utilities in the said property thereof.
13. To sign and execute all such deed/s, instrument/s and assurance/s which will be necessary to enter into and/or agree to such covenants and conditions in respect of the **Developer's Allocation** as may be required for fully and effectually conveying the said property or part of it on our behalf.
14. To sign and execute any deed/s or deed of Sale/agreement for sale, deed of conveyance and necessary documents for registration when to be executed by our said Attorney in respect of **Developer's Allocation** and to admit, execute and registration thereof before as to the concerned registering authorities like as such registrar of District, Sub-Registrar Alipore or any other like such registering Office or Offices concerned in respect of the Developer's Allocation in our name on our behalf.

AND GENERALLY to do other acts, deeds, things and matters as may be necessary from time to time by our said Attorney in his absolute discretion and risk which he may deem fit and proper and think necessary to do so on and performs for the aforesaid purposes.

AND We do hereby agree and undertake to ratify and confirm all such acts, deeds, things and matters which our said Attorney may lawfully do, execute and cause to be performed by virtue of this Power of Attorney.

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

WITNESSES :-

1/ Joy Prokash Chakraborty
Alipore Judges Court
Kolkata-27

2/ Sayandeep Chatterjee
16A, Chandrapalli, Khan
Mohammad Road.
Kolkata - 700061

Hiron Lal Chatterjee
Sukesh Chatterjee
Prasid Chatterjee

Signature of the LAND OWNERS/

EXECUTANT/FIRST PART

SINGH DEVELOPER
Jyoti Singh
Proprietor

Signature of the DEVELOPER/

ATTORNEY/SECOND PARTY

Drafted by me :-

Joy Prokash Chakraborty
JOY PROKASH CHAKRABORTY

Advocate

Alipore Judges Court

Kolkata - 700 027

Computer Prints by :-

ch

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 1,00,000/- (Rupees One Lac) only as per memo below :-

MEMO

Paid in Cash

Rs - 1,00,000/-

/

Total :-Rs. 1,00,000/-

Rupees One Lac only.

WITNESSES :-

1/ Joy Prakash Chatterjee
2/ Sayandeep Chatterjee

Hira Lal Chatterjee
Sukla Chatterjee
Rajdeep Chatterjee

Signature of the LAND OWNERS/

FIRST PARTY



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

Name

Signature *Hitesh Lal Chatterjee*



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

Name

Signature *Sukla Chatterjee*



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

Name

Signature *Rishdeep Chatterjee*



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

Name

Signature *Jyoti Singh*

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-000201844-1

Payment Mode Online Payment

GRN Date: 04/04/2019 20:36:16

Bank : State Bank of India

BRN : IK00ZUGCH5

BRN Date: 04/04/2019 20:36:47

DEPOSITOR'S DETAILS

Id No. : 16070000560342/2/2019

[Query No./Query Year]

Name : Joy Prokash Chakraborty

Contact No. :

Mobile No. : +91 9874426174

E-mail :

Address : 546 Talpukur Road KO/61

Applicant Name : Mr Joy Prokash Chakraborty

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Power of Attorney

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount[₹] |
|---------|-----------------------|--|--------------------|------------|
| 1 | 16070000560342/2/2019 | Property Registration- Stamp duty | 0030-02-103-003-02 | 121 |
| 2 | 16070000560342/2/2019 | Property Registration- Registration Fees | 0030-03-104-001-16 | 1035 |

In Words : Rupees One Thousand One Hundred Fifty Six only

Total

1156



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

| | | |
|--|---|---|
| Query No / Year | 1607-0000560342/2019 | Office where deed will be registered |
| Query Date | 04/04/2019 5:52:44 PM | A.D.S.R. BEHALA, District: South 24-Parganas |
| Applicant Name, Address & Other Details | Joy Prokash Chakraborty Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9874426174, Status : Advocate | |
| Transaction | Additional Transaction | |
| [0139] Sale, Development Power of Attorney | [4002] General Power of Attorney [Rs : 0/-], [4305] Declaration [No of Declaration : 2], [4310] Security Bond [Rs : 1,00,000/-], [4311] Receipt [Rs : 1,00,000/-] | |
| Set Forth value | Market Value | |
| Rs. 20,00,000/- | Rs. 22,92,334/- | |
| Total Stamp Duty Payable(SD) | Total Registration Fee Payable | |
| Rs. 5,121/- (Article:48(g)) | Rs. 1,035/- (Article:E, E, E, E, B) | |
| Mutation Fee Payable | Expected date of Presentation of Deed | Amount of Stamp Duty to be Paid by Non Judicial Stamp |
| | | Rs. 5,000/- |
| Remarks | | |

Land Details :

District: South 24-Parganas, Thana: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Khan Mohammad Road, Premises No: 16, , Ward No: 126 Pin Code : 700061

| Sch No | Plot Number | Khatian Number | Land Use ROR Proposed | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---------------|-------------|----------------|-----------------------|------------------------------|-------------------------|-----------------------|---------------------------------|
| L1 | | | Bastu | 3 Katha 2 Chatak 38 Sq Ft | 13,76,000/- | 16,68,334/- | Width of Approach Road: 16 Ft., |
| Grand Total : | | | | 5.2433Dec | 13,76,000 /- | 16,68,334 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 2080 Sq Ft. | 6,24,000/- | 6,24,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 2080 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete | | | | | |
| Total : | | 2080 sq ft | 6,24,000 /- | 6,24,000 /- | |



Principal Details :

| Sl No | Name & address | Status | Execution Admission Details : |
|-------|--|------------|--|
| 1 | Mr Hira Lal Chatterjee Son of Late Jibon Kumar Chatterjee, Chandra Pally, Khan Mahammad Road, P.O:- Sarsuna, P.S:- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ACHPC7308N, Status :Individual, Executed by: Self , To be Admitted by: Self | Individual | Executed by: Self , To be Admitted by: Self |
| 2 | Mrs Sukla Chatterjee Wife of Late Manik Lal Chatterjee, 16, Khan Mahammad Road, Dakshin Behala, P.O:- Sarsuna, P.S:- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AOBPC4938A, Status :Individual, Executed by: Self , To be Admitted by: Self | Individual | Executed by: Self , To be Admitted by: Self |
| 3 | Mr Rajdeep Chatterjee Son of Late Manik Lal Chatterjee, 16, Khan Mohammad Road, Dakshin Behala, P.O:- Sarsuna, P.S:- Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No. BUKPC2528L, Status :Individual, Executed by: Self , To be Admitted by: Self | Individual | Executed by: Self , To be Admitted by: Self |

Attorney Details :

| Sl No | Name & address | Status | Execution Admission Details : |
|-------|--|--------------|-------------------------------|
| 1 | SINGH DEVELOPER , Talpukur Road, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061 PAN No. DHJPS3851L, Status :Organization, Executed by: Representative | Organization | Executed by: Representative |

Representative Details :

| Sl No | Name & Address | Representative of |
|-------|--|---------------------------------|
| 1 | Mr Jyoti Singh Son of Late Rambir Singh Talpukur Road, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. DHJPS3851L | SINGH DEVELOPER (as proprietor) |

Identifier Details :

| Name & address |
|---|
| Mr Joy Prokash Chakraborty Son of Mr Dilip Chakraborty 546, Talpukur Road, P.O:- Sarsuna, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700061, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr Hira Lal Chatterjee, Mrs Sukla Chatterjee, Mr Rajdeep Chatterjee, Mr Jyoti Singh |



| Owner and Land or Building Details as received from KMC : | | | | |
|---|--|---|--|---|
| S. No. | Property Identification by KMC | Registered Deed Details | Owner Details of Property | Land or Building Details |
| L1 | Assessment No. : 411261100166 Premises No. : 16 Ward No. : 126 Street Name : KHAN MAHAMMAD ROAD | Reference Deed No. : I-08079/10 Date of Registration. : Aug 11, 2010 Office Where Registered : | Owner Name : SRI HIRALAL CHATTERJEE, SUKLA CHATTERJEE , RAJDEEP CHATTERJEE Owner Address : CHANDRAPALLY, 16, KHAN MAHAMMAD ROAD , KOLKATA Pin No. : 700061 | Character of Premises: Total Area of Land: |

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 30 days i.e. upto 18/05/2019 for registration.
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUKLA CHATTERJEE

BASUDEB DAS

03/05/1968

Permanent Account Number

AOBPC4938A

Sukla Chatterjee

Signature



SUKLA CHATTERJEE

In case this card is lost / found, kindly inform / return to :-
Income Tax PAN Services Unit, UTITSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/प्राप्त होने का सूचना सूचित करें/लौटाने :-
आयकर पैन सेवा यूनिट, ए.टी.एस.एल.
प्लॉट नं. 3, सेक्टर 11, ए.बी.डी. बेलपुर,
नवी मुंबई-400 614.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

BUKPC2528L

नाम
HAJDEEP CHATTERJEE

माता का नाम / Mother's Name
SUKLA CHATTERJEE

जन्म तिथि / Date of Birth
22/05/1968

हस्ताक्षर
Signature

Re: deep Chatterjee

In case this card is lost / found, kindly inform / return to:
Income Tax PAN Services Unit, UTIITS,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं।
आपका पता: सेवा यूनिट, UTIITS,
प्लॉट नं: 3, सेक्टर 11, सीडीबी बेलपुर,
नवी मुंबई-400 614।

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

JYOTI SINGH
RAMBIR SINGH
10/03/1980

3288
34
96708

Permanent Account Number
DHJPS3851L



Jyoti Singh
Signature

Jyoti Singh

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ACHPC7308N

नाम / NAME
HIRA LAL CHATTERJEE

पिता का नाम / FATHER'S NAME
JIBAN KUMAR CHATTERJEE

जन्म तिथि / DATE OF BIRTH
24-08-1960

हस्ताक्षर / SIGNATURE
Hira Lal Chatterjee

आयकर अधिकारी, प.अ.-XI
COMMISSIONER OF INCOME-TAX, W.B. - XI

यस कार्ड के लो / गिरा जाने पर कृपया जारी करने
वाले अधिकारी को सूचित / वापस कर दें
संयुक्त आयकर अधिकारी (पद्धति एवं तकनीकी),
पी-7,
मौलवी सभागार,
कासका - 700 060.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,

Hira Lal Chatterjee

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

GANGA GUHA ROY
TARA PADA ADITYA

14/03/1968
Permanent Account Number

APXPR6336L

Ganga Guha Roy
(Signature)

