

05818/20

I- 5724/2020



पश्चिम बङ्ग पश्चिम बंगाल WEST BENGAL

AD 777365

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

District Sub Registrar-II
Alipore, South 24 Parganas

15 OCT 2020

**DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT
POWER OF ATTORNEY**

**THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT
POWER OF ATTORNEY** is made on this the 14th day of October, 2020.

BETWEEN

7 OCT 2020

262

Tahira Khatoon
Advocate

Allpore Judges' Court

Reg. No. 4393

100/-

BIDYUT KR. SAHA

Licensed Stamp Vendor
Allpore Judges' Court 24 Pgs. 4SI
Kolkata-700 038

Licensed Stamp Vendor

[Signature]

- 1st Trip Sale

4393

- 2nd Trip Sale

4394

- 3rd Trip Sale

4395

Bi Plcwb Des

4396

AS HINDEN



District Sub-Registrar
Allpore, South 24 Parganas

4 OCT 2020

1. SRI. SUDIP DEY, PAN: EHHPD9979R, Aadhaar No. 8305 3126 7406, son of Sri. Bimal Dey @ Bimal Chandra Dey, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at C-61, Niranjana Pally, P.O. Bansdrani, P.S. Regent Park, Kolkata- 700 070. **2. SRI. BIPLAB DEY, PAN: AZHPD5988Q, Aadhaar No. 9108 4382 4100,** son of Sri. Bimal Dey @ Bimal Chandra Dey, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at C-61, Niranjana Pally, P.O. Bansdrani, P.S. Regent Park, Kolkata- 700 070. **3. SRI. ASHIM DEY, PAN: EBAPD9504D, Aadhaar No. 4579 9597 2166,** son of Sri. Bimal Dey @ Bimal Chandra Dey, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at C-61, Niranjana Pally, P.O. Bansdrani, P.S. Regent Park, Kolkata- 700 070. **4. SMT. SUKLA BISHNU, PAN: BLUPB5886R, Aadhaar No. 3729 1811 5384,** wife of Sri. Ashok Bishnu, daughter of Sri. Bimal Dey @ Bimal Chandra Dey, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at 90, Shanti Pally, Kandhari, P.O. Garia, P.S. Bansdrani, Kolkata- 700 068. **5. SMT. ANJANA DEY, PAN: DTIPD8796N, Aadhaar No. 8018 1184 9879,** wife of Sri. Pradip Dey, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at C-61, Niranjana Pally, Congress Nagar, P.O. Bansdrani, P.S. Regent Park, Kolkata- 700 070. **6. SRI. SUBHAM DEY, PAN: BMVPD3012M, Aadhaar No. 3077 3282 5065,** son of Sri. Pradip Dey, by faith- Hindu, by Nationality- Indian, by Occupation- self-employed, residing at C-61, Niranjana Pally, Congress Nagar, P.O. Bansdrani, P.S. Regent Park, Kolkata- 700 070, hereinafter referred to as the **LAND OWNER/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

- A N D -

M/S. SAHA ENTERPRISE, having **PAN: ACHFS2045L,** a Partnership Firm, having Office at 235/1, Niranjana Pally, B-Block, P.O. Bansdrani, P.S. Regent Park, Kolkata-700 070, represented by its Partners - **1. SRI. PRADIP SAHA, PAN: AXPPS5877H, Aadhaar No. 7222 4056 8400,** son of Late Anil Chandra Saha, by faith- Hindu, by Nationality- Indian, by Occupation-



4397

Suketu Bishnu



4398

Anyana Dey.



4399

Subham Dey.



4400

Tapan Saha



4401

Identified by me:

Shalina Khatun

d/o Md. Mujibul Islam.

of 69, P.R. Lane, P.S. Chouru Market

Kolkata - 700 033.

District Sub-Registrar,
Allure, South 24 Parg.

14 OCT 2020

Business, residing at 108A, Niranjani Pally, B-Block, P.O. Bansdrani, P.S. Regent Park, Kolkata-700 070, 2. SMT. TAPASI SAHA, PAN: BLYPS2511N, Aadhaar No. 5077 7298 7977, wife of Sri. Pradip Saha, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 108A, Niranjani Pally, B-Block, P.O. Bansdrani, P.S. Regent Park, Kolkata-700 070, hereinafter called and referred to as the DEVELOPER/ SECOND PARTY (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the SECOND PART.

WHEREAS one Sri Hemchandra Mondal was the sole and absolute Owner in respect of ALL THAT piece and parcel of land measuring about 12 Decimal comprised in R.S. Dag No. 773 under R.S. Khatian No. 367 in Mouza- Bansdrani, J.L. No. 45 under Police Station- the then Sadar Tollygunge thereafter Jadavpur now Regent Park, District: the then 24-Parganas and had been in peaceful possession and enjoyment of the same on payment of Municipal taxes and other outgoing charges to the appropriate authorities by exercising all rights of Ownership according to law to the exclusion of others.

AND WHEREAS subsequently said Sri. Hemchandra Mondal sold, transferred and conveyed the aforesaid landed property unto and in favour of one Sri. Upendra Nath Mondal and Sri Nagendra Nath Mondal, both sons of Late Shantiram Mondal by executing a Bengali Saf Bikray Kobala dated 19.06.1940, which was registered in the Office of the Joint Sub-Registrar at Alipore and recorded in Book-I, Volume No. 19, pages 161 to 163, Being No. 0927 for the year 1940.

AND WHEREAS upon such purchase as stated above said Sri. Upendra Nath Mondal and Sri. Nagendra Nath Mondal had become the joint owners in respect of the aforesaid landed property and while thus well seized and possessed of and otherwise sufficiently entitled to and had been in peaceful possession and enjoyment of the same on payment of Municipal Taxes and

other outgoing charges to the appropriate authorities by exercising all rights of ownership according to law to the exclusion of others.

AND WHEREAS thereafter being in urgent need of money said Sri. Upendra Nath Mondal and Sri. Nagendra Nath Mondal jointly sold, transferred and conveyed a demarcated portion of land measuring about 3 Cottah 15 Chittack 40 sq.ft. out of total 12 Decimal land comprised in R.S. Dag No. 773 under R.S. Khatian No. 367 in Mouza Bansdroni, J.L. No. 45 under Police Station- the then Sadar Tollygunge thereafter Jadavpur now Regent Park, District: the then 24-Parganas now 24-Parganas(S) unto and in favour of one Smt. Putul Rani Dey, the predecessor of the First Party herein by virtue of a Bengali Saf Bikray Kobala dated 15.12.1960, which was registered in the office of Sub-Registrar, Alipore Sadar and recorded in Book-I, Volume Nom 158, Pages from 147 to 149, Being No. 9426 for the year 1960.

AND WHEREAS upon such purchase as stated above said Smt. Putul Rani Dey had become the sole and absolute Owner in respect of the aforesaid demarcated portion of land and while thus well seized and possessed of and otherwise sufficiently entitled to the said land and had been in peaceful possession and enjoyment of the same by mutating her name with the records of the then Calcutta Municipal Corporation and the said land assessed as K.M.C. Premises being No. 61, Niranjana Pally, C- Block, P.S. Regent Park, Kolkata- 700 070, having Assessee No. 31-113-18-0061-0.

AND WHEREAS subsequently said Smt. Putul Rani Dey died intestate on 14.12.1998 leaving behind her husband, Sri. Bimal Dey @ Bimal Chandra Dey ; four sons, namely 1. Sri. Pradip Dey 2. Sri. Biplab Dey 3. Sri. Sudip Dey and 4. Sri. Ashim Dey and one daughter namely Smt. Sukla Bishnu as her legal heirs and successors, who jointly inherited the aforesaid landed property left by said Late Putul Rani Dey, each having undivided 1/6th share thereof as per provision of the Hindu Succession Act, 1956.

AND WHEREAS the above named legal heirs of Late Putul Rani Dey while thus well seized and possessed of and otherwise sufficiently entitled to the aforesaid landed property, which is more particularly described in the **First**

Schedule herein and hereinafter referred to as the "**said premises**" and had been in peaceful possession and enjoyment of the same on payment of Municipal Taxes and other outgoing charges to the appropriate authorities by exercising all rights of Ownership according to law to the exclusion of others.

AND WHEREAS subsequently the husband of said Late Putul Rani Dey, namely Sri. Bimal Dey @ Bimal Chandra Dey out of natural love and affection gifted his undivided 1/6th share to his three sons namely 1. Sri. Sudip Dey, 2. Sri. Biplab Dey and 3. Sri. Ashim Dey, the First Party Nos. 1 to 3 herein and wife and son of his other son Sri. Pradip Dey, namely Smt. Anjana Dey and Sri. Subham Dey, the First Party No. 5 and 6 respectively herein, by executing a Deed of Gift (Danpatra) written in Bengali language on 12.10.2020, which was registered in the Office of the D.S.R-II, Alipore, South 24-Parganas and recorded in Book-I, Volume No. 1602-2020, Pages from 217499 to 217527, Being No 160205703 for the year 2020.

AND WHEREAS thereafter one of the sons of Late Putul Rani Dey, namely Sri. Pradip Dey out of natural love and affection also gifted his undivided 1/6th share in the said property as mentioned in the **First Schedule** herein below unto and in favour of his wife, Smt. Anjana Dey, the First Party No. 5 and only son namely Sri. Subham Dey, the First Party No. 6 herein by executing a Deed of Gift (Danpatra), written in Bengali language on 12.10.2020 and the said Deed was registered in the Office of the D.S.R.-II, Alipore, South 24-Parganas and recorded in Book- I, Volume No. 1602-2020, pages from 217476 to 217498, Being No. 160205687 for the year 2020.

AND WHEREAS upon such gifts as stated above the undivided share of the First Party No. 1,2,3,5 & 6 in the aforesaid landed property has been increased and first Party No. 1,2,3 has acquired undivided 5th/24 share each and the First Party No. 5 & 6 have jointly acquired undivided 5th/24 share in the aforesaid landed property left by said Late Putul Rani Dey.

AND WHEREAS the Party of the First Part herein while thus well seized and possessed of and otherwise sufficiently entitled to the aforesaid premises

being No. 61, Niranjana Pally, C-Block, P.S. Regent Park, Kolkata- 700 070 as more particularly described in the **First Schedule** herein below and have been in peaceful joint possession and enjoyment on payment of Municipal taxes and other outgoing charges to the appropriate authorities by exercising all rights of Ownership according to law.

AND WHEREAS being desirous to develop the said property and also having a clear and marketable title in respect of the said property the First Party/Owners herein have jointly agreed to develop the said property by engaging a competent developer for the purpose of development of the said property as mentioned in the **FIRST SCHEDULE** herein below and the Owners herein have jointly agreed with the Developer herein to enter into the instant Development Agreement with some terms and conditions as mentioned herein below.

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

ARTICLE - I :- DATE OF COMMENCEMENT

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

ARTICLE- II :- DEFINITION

In these presents unless there is something repugnant to or inconsistent with the context :-

OWNERS:- shall mean and include **1.SRI. SUDIP DEY**, son of Sri. Bimal Dey @ Bimal Chandra Dey, residing at C-61, Niranjana Pally, P.O. Bansdrani, P.S. Regent Park, Kolkata- 700 070. **2. SRI. BIPLAB DEY**, son of Sri. Bimal Dey @ Bimal Chandra Dey, residing at C-61, Niranjana Pally, , P.O. Bansdrani, P.S Regent Park, Kolkata- 700 070. **3. SRI. ASHIM DEY**, son of Sri. Bimal Dey @ Bimal Chandra Dey, residing at C-61, Niranjana Pally, , P.O. Bansdrani, P.S Regent Park, Kolkata- 700 070. **4. SMT. SUKLA BISHNU**, wife of Sri. Ashok Bishnu, daughter of Sri. Bimal Dey @ Bimal Chandra Dey, residing at 90, Shanti Pally, Kandhari, P.O. Garia, P.S.

Bansdroni, Kolkata- 700 068. 5. **SMT. ANJANA DEY**, residing at C-61, Niranjani Pally, Congress Nagar, P.O. Bansdroni, P.S. Regent Park, Kolkata-700 070. 6. **SRI. SUBHAM DEY**, son of Sri. Pradip Dey, residing at C-61, Niranjani Pally, Congress Nagar, P.O. Bansdroni, P.S. Regent Park, Kolkata-700 070 and their respective legal heirs, representatives, administrators, executors, nominee/nominees.

DEVELOPER/BUILDER :-

shall mean and include **M/S. SAHA ENTERPRISE**, a Partnership Firm, having office at 235/1, Niranjani Pally, B-Block, P.O. Bansdroni, P.S. Regent Park, Kolkata-700 070, represented by its Partners - 1. **SRI. PRADIP SAHA**, son of Late Anil Chandra Saha, residing at 108A, Niranjani Pally, B-Block, P.O. Bansdroni, P.S. Regent Park, Kolkata-700 070, 2. **SMT. TAPASI SAHA**, wife of Sri. Pradip Saha, residing at 108A, Niranjani Pally, B-Block, P.O. Bansdroni, P.S. Regent Park, Kolkata-700 070, and its successor in office, representatives, administrators, executors, nominee/nominees.

SAID PROPERTY :-

shall mean and include **ALL THAT** piece and parcel of land measuring about 3 Cottah 8 Chittack 12 Sq.ft. (by actual physical measurement) comprised in R.S. Dag No. 773 under R.S. Khatian No. 1016 (previously 367), in Mouza Bansdroni, J.L No. 45, Touzi No. 63, 64, Pargana- Magura, along with structures standing thereon lying and situated at premises Being No. 61, Niranjani Pally, C-Block, P. S. Regent Park, Kolkata- 700 070 within the limits of the Kolkata Municipal Corporation under Ward No. 113, District: 24 Parganas (S), described and mentioned in the **FIRST SCHEDULE** hereunder written.

NEW BUILDING :-

Shall mean and include the building/buildings proposed to be constructed on or upon the land comprised in the said property in accordance to the sanctioned building plan and/or revised or modified sanction building plan to be sanctioned by the Kolkata Municipal Corporation, which shall be

obtained by the Developer/ Second Party at its own costs and expenses in the names of the Owners/First Party herein.

COMMON FACILITIES :-

Shall mean and include main gate/s for entrance and exit, boundary wall, corridors, stair ways, landing, passages and vacant land around the building/building(s), roof, terrace, over head water reservoir, underground water reservoir and other facilities required for the enjoyment, maintenance, management of the new building/buildings or any part thereof.

OWNERS' ALLOCATION :-

Shall mean and include constructed area of 1800 sq.ft. (Built-up area) out of total F.A.R. of the proposed building consisting of 4(four) self-contained Flat each having built up area of 450 Sq.ft. each more or less out of which one Flat on the First floor, two flats on the Top floor and remaining one Flat to be allotted as per choice of the Developer along with undivided proportionate and impartible share of the land underneath the building together with all easement rights over the common areas and facilities attached to the said proposed building as well as the said premises and 7 Nos. Shop rooms on the Ground floor of the proposed building to be constructed by the Developer/Second Party at its own costs and expenses as per building plan duly sanctioned by the Kolkata Municipal Corporation along with a sum of Rs 7,00,000/- shall be paid by the Developer to the First Party No. 4 herein as down money (non-refundable & forfeited) as more particularly mentioned in the **SECOND & FOURTH SCHEDULE** hereunder written.

DEVELOPER'S ALLOCATION :-

Shall mean and include balance Super built up area except the Owners' allocation along with undivided proportionate and impartible share in the land underneath the building together with all easement rights over the common areas and facilities attached to the proposed building to be constructed as per sanctioned building plan by the competent authority of

the Kolkata Municipal Corporation, which is more particularly described in the **THIRD SCHEDULE** herein below.

BUILDING PLAN :- Shall mean and include the plan to be sanctioned by the competent authority of the Kolkata Municipal Corporation in the name of Owners and the cost of such building plan will bear by the Developer and if required, further revised and/or modified building plan which to be sanctioned by the Kolkata Municipal Corporation.

TRANSFER :- shall mean and include registration, delivery of peaceful possession and/or by any other means adopted for effecting transfer of Flats/ Car Parking Spaces/ shop(s) and any other spaces under law.

TRANSFeree :- shall mean and include person or persons, party or parties to whom any flat, commercial space, car parking space/shop and or any other space in the new/proposed building may hereafter be agreed to be transferred.

ARTICLE - III :- OWNERS' REPRESENTATION

1. The First Party/Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to do **ALL THAT** the right, title and interest in the said property free from all sorts of encumbrances whatsoever.
2. Save and except the Owners/First Party and their legal heirs herein nobody else has any right, title, interest, claim and demand whatsoever or howsoever in respect of the said premises.
3. The said premises is free from all charges, liens, lispendences, mortgage, trusts, acquisitions, whatsoever or howsoever.
4. That the Owners have not entered into any Agreement for Development, Agreement for Sale, Mortgage etc., or any other Agreement, whatsoever or howsoever in respect of the said premises prior to this Agreement with any third person/s.
5. The Owners shall not cancel this Agreement unilaterally and the same can only be cancelled after intimation to the Developer.

6. That the said premises is not subject to any notice or acquisition or requisition that may be issued by the Govt. or the Semi-Govt. Authority of the Govt. of West Bengal.

ARTICLE - IV :- DEVELOPER'S REPRESENTATION

- a) The Developer/Second Party shall keep original copy of all the documents related with the property e.g., title deed, Mutation Certificate, Tax receipt, Assessment Roll etc. and the original copy of sanctioned building plan and the photo copies of all the documents related with the property and Certified copy of sanction building plan will be kept with Owners and after completion of the proposed building the Developer shall return back all such original deeds, documents and sanctioned plan etc., to the Owners herein.
- b) The Developer has sufficient knowledge and experience in the matter of development of immovable property by constructing/raising multi-storied Building and has arrangement of sufficient funds for carrying out the smooth work of development of property and/or construction of the said proposed building.
- c) The Developer/Second Party shall carry out and/or cause to be carried out the said work of development of the property and/or construction of the said proposed building in accordance to the sanctioned building plan and further revised plan, if any, to be sanctioned by the Kolkata Municipal Corporation in accordance to the Rules and Regulations of the Kolkata Municipal Corporation.

ARTICLE - V :- DEVELOPMENT WORK

- a) The Owners hereby appoint the Developer/Second Party as the Developer and/or Contractor which the Developer/Second Party hereby agrees and accepts.

- b) The Developer/Second Party shall carry out or cause to be carried out the work of development work in respect of the said property by developing of ownership basis flats, commercial spaces, shop spaces, car parking spaces together with the proportionate share and interest in the land of the said new building in favour of owners, intending purchaser/s (for his/her/their allotted area/s).

ARTICLE - VI :-
OWNERS' OBLIGATION :

1. The First Party/ Owners hereby agree and covenant with the Developer that they will co-operate with the Developer in the matter of obtaining building plan from the concerned Department of the K.M.C.
2. The First Party/ Owners further covenant with the Developer to handover and /or delivery of possession of such land to the Developer within 1 (one) month from the date of sanction of building plan to be sanctioned by the competent authority of the K.M.C.
3. The First Party/ Owners do hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling out any portion of the Developer's allocated portion in the proposed building to be constructed upon the land at the said premises.
4. The First Party/ Owners do hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said proposed building at the said premises to be constructed by the Developers.
5. The Owners/ First Party herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises or any portion thereof at any time during the subsistence of this agreement.
6. For smooth progress of Development works The Owners/ First Party herein are executing a Development Power of Attorney appointing and empowering the Partners of the Developer Firm as their Constituted

Attorney by executing Development Power of Attorney along with the instant Agreement.

7. The Owners/First Party henceforth for all times to come shall not raise any claim and/or press for any benefit and/or amount other than the terms of the Development Agreement and the Developer shall be at liberty to receive any amount from any Purchaser/ Purchasers in its own name for any flat/unit out of the Developer's allocation by virtue of the said Development Power of Attorney by representing Owners at the time of sale proceeds of the units/flats/spaces/shops of the newly constructed building at its own discretion without having any attachment and/or share thereon of the Owners hereto.
8. The First Party / Owners may appoint their own engineer for inspection of the building at their own costs from time to time.

ARTICLE - VII:
DEVELOPER'S OBLIGATION :

1. The Developer hereby agrees and covenants with the First Party/ Owners to complete the construction of the proposed building as per specifications as mentioned in the Seventh Schedule hereunder written at its own cost and expenses within **18 (Eighteen)** months from the date of obtaining sanctioned building plan to be sanctioned by the competent authority of the Kolkata Municipal Corporation subject to force majeure like flood, earthquake, riot, war, storm, tempest, civil commotion , strike etc. and also subject to the First Party/Owners strictly complying with all its obligations under this agreement.
2. The Developer hereby agrees and covenant with the First Party/Owners to make arrangement for shifting of the Owners for alternative accommodations from the date of taking delivery of vacant Khas possession of the entire premises as mentioned in the First Schedule hereunder written and shall pay a total sum of Rs. 16,000/- per month out of which Rs. 4,000/- each to the First Party No. 1, 2, 3 and Rs. 4,000/- jointly to be paid to the First Party No. 5 & 6 till the date of delivery of allocated portion of the newly constructed building.

3. The Developer hereby agrees and covenants with the First Party/Owners not to violate or contravene any of the provisions or rules applicable for construction of the said proposed building.
4. The Developer hereby agrees and covenants with the First Party/Owners not to do any act, deed or thing whereby the First Party/Owners prevented from enjoying leasing, assigning and / or disposing of any of the allocation of the First Party/ Owner in the new building at the said premises.

ARTICLE - VIII :- OWNERS' COVENANTS

The Owners do hereby covenant with the Developer as follows:-

- a) The Owners shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining the sanctioned Building Plans and for obtaining any approvals required to be obtained by the Developer for commencing or carrying out the Development at the Subject Property.
- b) For all or any of the purposes contained hereinabove and required by the Developer, the Owners shall render all assistance and co-operation to the Developer and sign execute submit and deliver at the costs and expenses of the Developer all plans, specifications, undertakings, declarations, papers, documents and authorities as may be lawfully or reasonably required by the Developer from time to time promptly and without any delay, failing which the time periods for construction by the Developer shall stand automatically extended by the periods of delay on the part of the Owners.
- c) With effect from the date of execution hereof, the Owners shall neither deal with, transfer, let out or create any encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save and except only to the extent permitted expressly hereunder.

- d) That the Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- e) That the Owners shall not cause any interference or hindrance in the modification/addition/alteration of Sanction Plans in terms hereof, construction and development at the Subject Property by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- f) That the Owners shall ensure that they shall not act in any manner which is detrimental to this Agreement or goes against the terms and conditions of this Agreement and shall keep the Developer and all persons deriving right from the Developer fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this regard.
- g) The Owners will bear and pay any tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force on the Owners' Allocation.

ARTICLE - IX :- DEVELOPER'S COVENANTS

- a) The Development of the said property and/or construction of the new/proposed building shall be made by the Developer with prior consultation with Owners on behalf of the Owners or for the account and on behalf of the Developer itself for its allocated area and on account of the Owners for Owners' allocated area and on behalf of the intending purchaser/s of Flat, Car Parking space, shop & other spaces.
- b) The Developer/Second Party itself shall be responsible to arrange necessary finance/fund and/or money as may from time to time be

required for the smooth running of said development work and/or construction of the said new/proposed building. The Owners shall have no responsibility or liability for any fund/finance for that purpose.

- c) The Developer shall not ask Owners to finance or to pay any cost of construction and/or development of the said property for Owners' allocated area as mentioned above.
- d) The Developer/Second Party at its own costs and expenses apply and obtain all necessary sanctions or permissions or approvals or No Objection from appropriate authority /Municipality and/or Department as may from time to time be necessary or require for the purpose of carrying smooth construction and/or development work of the said property.
- e) The Developer/Second Party shall at its own costs and expenses apply for and obtain temporary and/or permanent for supply of electricity, water, drainage, sewerage and other inputs and facilities as may be require at the said new/proposed building.

ARTICLE - X :- POSSESSION & CONSTRUCTION

- a) Upon possession being taken the said premises would be held by the Developer and/or on behalf of and in trust of the First Party for the Purpose of carrying out the construction in terms of this Agreement.
- b) Till such time, the allocation of the First Party/Owners and is constructed and made over by the Developer for the First Party/Owners, the Developer shall hold the same for and/or on behalf of and in trust for the First Party and the Third Party and shall not in any way deal with, dispose of, encumber or part with possession thereof to any third party or parties save and except entering into agreements with

prospective /intending Purchaser/s for delivery of accommodation in respect of Units forming part of the Developers' Allocation on receipt of consideration/earnest money including the cost of construction and the profit/gain of the Developers.

- c) The construction of the said new/proposed building shall be done by the Developer/Second Party as per the sanctioned building plan and/or modified plan which to be sanctioned by the concern authority of the Kolkata Municipal Corporation.
- d) The Developer shall be entitled to obtain necessary modification and/or rectification building plan for the purpose of completion of the construction of the said new/proposed building.
- e) The Developer will not deviate construction of new/proposed building from sanction building plan and/or not violate rules and regulations of the Kolkata Municipal Corporation. The Developer shall keep the Owners absolutely indemnified and harmless from any civil and criminal action, claim and demand whatsoever.
- f) That prior to appointment Architect, Engineer for construction of new/building the Developer should consult with Owners.
- g) After completion of construction of the said new building, the Developer will first give possession to Owners of their respective allocated built-up area as mentioned in the Second Schedule herein below and thereafter Developer will allot flats, car parking space, shops and other spaces to the intending purchaser (s) from its own allocated area in the new/proposed building.

Be it specifically mentioned herein that, after obtaining the sanctioned Building plan the Parties herein shall enter to into a Supplementary Agreement for recording the specific allotment of the Owners in respect of the Owners' allocation after mutual discussion.

- h) The Developer/Second Party will be solely responsible for its allocated Flats, Car Parking space, shops etc. to intending purchaser/s of the new/proposed building to be constructed by its.
- i) Time shall be the essence of the contract in this regard provided that if any delay is caused due to Force Majeure, the time during which the Developer were prevented from carrying out its obligations shall be added to the respective Schedules.

ARTICLE- XI :- PROCEDURE

- a) The First Party/Owners shall grant proper authority and empowered appointed and nominated to the Second Party/ Developer as their Constituted Attorney as mentioned under heads of Development Power of Attorney for the purpose of obtaining all necessary permissions and sanctions from different authorities in connection with the construction of the building for pursuing and following up the matters with the Kolkata Municipal Corporation and other authorities, to enter into Agreements with intending Purchaser/s to receive advances from intending Purchaser/s and also for selling out the flats/units along with the undivided impartible proportionate share of land underneath the proposed building out of the Developer's allocation.
- b) The Developer shall keep the original copy of the sanctioned building plan, both architectural and structural plan in their custody for construction of the proposed building and shall deliver authenticated copies thereof to the Owner at the time of handover of the possession out of the Owner's allocation.
- c) The Owners do hereby further declare that they have handed over all original deeds and documents in possession of the Owners on the date of execution of this Agreement in respect of the said premises to the Developers, the Developer undertakes to issue proper receipt thereof to the Owner before registration of the instant Agreement.

- d) The Developer do hereby undertakes and declares that after completion of the entire project as well as the transfer of all flats, shops, Car Parking spaces etc., out of the Developer's allocation to the Third Party, the Developer shall return back all original deeds, documents, sanctioned plan etc., lying in the custody of the Developer to the Owners / First Party herein against a proper receipt of Acknowledgement.

ARTICLE - XII :- MISCELLANEOUS

- a) **PROPERTY TAXES AND OUTGOINGS:** Till the date of sanction of Building Plans all taxes and outgoings (including arrears) on account of municipal/property tax, land tax and other outgoings shall be borne and paid by the Owner and those arising for the period hereafter and until Completion of Construction shall be borne and paid by the both the parties as per their Agreed Ratio Developer Provided That upon construction of any phase of development at the Subject Property, all taxes and outgoings shall be borne paid and discharged by the Transferees and for non alienated areas by the parties hereto for their respective allocations.
- b) **GST:** Save those agreed to be complied with by the Developer hereunder, the parties shall respectively discharge statutory compliances in respect of Goods and Service Tax collections or payments and any other statutory compliance in respect of this agreement. Developer will be entitled to recover GST from landowner on work contract service or any other service provided by its to landowner as applicable under GST Act from time to time.
- c) **FINAL DECISION IN RESPECT OF MATTERS TO BE CONSULTED:** Except as specifically provided in this Agreement to the contrary, in all those matters agreed to be decided or carried out by the Developer in consultation with the Owners, if there is any dispute or lack of consensus on any point or issue, the decision of the Developer on such point or issue shall be final and binding on the Owners.

- d) **INDEMNITY BY OWNERS:** At all times hereafter the Owners hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
- e) **INDEMNITY BY DEVELOPERS:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owners and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer.
- f) **NO PARTNERSHIP OR AOP:** The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of Persons (AOP).
- g) **NOT A PRESENT TRANSFER:** Nothing in this Agreement is intended to or shall be construed as a transfer of possession of the Subject Property at present in favour of the Developer.
- h) **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on any occasion shall

not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion.

- i) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written oral or implied.
- j) **PART UNENFORCEABILITY:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
- k) **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owner and the Developer.
- l) **DEATH OR INCAPACITY:** Notwithstanding any subsequent death or incapacity etc., of the Owner, this agreement as well as the Power/s of Attorney to be executed by the Owner, shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of the Owner as if they were parties hereto and to the said Power/s of Attorney.

- m) **CHANGE IN CONSTITUTION:** It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- n) **NAME:** The Building Complex shall be known by such name as be such as decided by the Developer.

ARTICLE - XIII DEFAULTS

- a) **DEFAULTS OF OWNER:** In case the Owner fail and/or neglect to make out a marketable title to the Subject Property or any part thereof or in case the Owner fail and/or neglect to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owner giving time of **180 days** to remedy the default or breach and in case the Owner or any of them fail to remedy the same within such **180 days**, the Owner shall be liable to pay interest @ **18%** per annum on all amounts for the time being paid or incurred by the Developer on the Project for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-
- 1.1 To itself try and attempt the compliance of the obligation under default, at the cost and expense of the Owner and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owner for the result of such attempt. The period taken for such attempt or the compliance pursuant to such attempt shall

automatically be added to the Time for Construction granted to the Developer hereunder.

1.2 To sue the Owner for specific performance of the contract.

b) **CONSEQUENCES OF CANCELLATION:** In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:

1. Any amount received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the recipient parties respectively and they each shall respectively be liable for any other claims of the Transferees.
2. The Security Deposit and all other amounts on any account paid or incurred by the Developer on the Subject Property including on its purchase, planning or development or otherwise together with all interest, compensation and damages payable by the Owners, shall immediately and in any event within **30 days** of being demanded by the Developer, become refundable by the Owners to the Developer.
3. Nothing contained in the last preceding sub-clauses shall affect the other rights and remedies of the Developer.

c) **UNILATERAL CANCELLATION:** Neither party hereto can unilaterally cancel or rescind this Agreement at any time unless such party is entitled to do so by express terms of this Agreement contained elsewhere herein upon default of the other party.

ARTICLE - XIV NOTICES

NOTICES: All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter

notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

ARTICLE-XV

(Force Majeure)

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objectives prevented by the existence of the Force Majeure and shall be suspended from the obligation within the duration of the "Force Majeure".

"Force Majeure" shall mean flood, earthquake, riot, war, storm, tempest, civil, commotion, strike and/or any other act or commission beyond the control of the Parties hereto.

ARTICLE-XVI JURISDICTION

JURISDICTION: The Courts (Civil & Criminal) at the District South 24-Parganas shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

DEVELOPMENT POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY We, 1. SUDIP DEY, PAN: EHHPD9979R, Aadhaar No. 8305 3126 7406, son of Sri. Bimal Dey @ Bimal Chandra Dey, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at C-61, Niranjana Pally, P.O. Bansdrani, P.S Regent Park, Kolkata- 700 070. **2. BIPLAB DEY, PAN: AZHPD5988Q, Aadhaar No. 9108 4382 4100,** son of Sri. Bimal Dey @ Bimal Chandra Dey, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at C-61, Niranjana Pally, P.O. Bansdrani, P.S. Regent Park, Kolkata- 700 070. **3. ASHIM DEY, PAN: EBAPD9504D, Aadhaar No. 4579 9597 2166,** son of Sri. Bimal Dey @ Bimal Chandra Dey, by faith- Hindu, by Nationality- Indian, by

Occupation- Business, residing at C-61, Niranjana Pally, P.O. Bansdrone, P.S. Regent Park, Kolkata- 700 070. **4. SUKLA BISHNU, PAN: BLUPB5886R, Aadhaar No. 3729 1811 5384,** wife of Sri. Ashok Bishnu, daughter of Sri. Bimal Dey @ Bimal Chandra Dey, by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at 90, Shanti Pally, Kandhari, P.O. Garia, P.S. Bansdrone, Kolkata- 700 068. **5. ANJANA DEY, PAN: DTIPD8796N, Aadhaar No. 8018 1184 9879,** by faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at C-61, Niranjana Pally, Congress Nagar, P.O. Bansdrone, P.S. Regent Park, Kolkata- 700 070. **6. SUBHAM DEY, PAN: BMVPD3012M, Aadhaar No. 3077 3282 5065,** son of Sri. Pradip Dey, by faith- Hindu, by Nationality- Indian, by Occupation- self-employed, residing at C-61, Niranjana Pally, Congress Nagar, P.O. Bansdrone, P.S. Regent Park, Kolkata- 700 070, the Party of the First Part herein do hereby **SEND GREETINGS:**

WHEREAS with the First Party herein being the joint absolute Owners, the Executant herein in respect of the said premises as mentioned in the First Schedule herein jointly decided to erect or build a multi- storied building by demolishing the existing structures standing thereon, but due to financial stringencies and lack of knowledge we are not in a position to construct any building on the said land.

AND WHEREAS to fulfill our desires, **We**, the Executants herein as absolute joint Owners have enter into this instant Agreement with one **M/S. SAHA ENTERPRISE,** having **PAN: ACHFS2045L,** a Partnership Firm, having office at 235/1, Niranjana Pally, B-Block, P.O. Bansdrone, P.S. Regent Park, Kolkata-700 070, represented by its Partners - **1. SRI. PRADIP SAHA, PAN: AXPPS5877H, Aadhaar No. 7222 4056 8400,** son of Late Anil Chandra Saha, residing at 108A, Niranjana Pally, B-Block, P.O. Bansdrone, P.S. Regent Park, Kolkata-700 070, **2. SMT. TAPASI SAHA, PAN: BLYPS2511N, Aadhaar No. 5077 7298 7977,** wife of Sri. Pradip Saha, residing at 108A, Niranjana Pally, B-Block, P.O. Bansdrone, P.S. Regent Park, Kolkata-700 070, and we have jointly agreed with the

Developer to develop our said property as per terms and conditions mentioned hereinabove.

NOW KNOW BY THESE PRESENTS, we, the Executants do hereby appoint and nominate, **1. SRI. PRADIP SAHA, PAN: AXPPS5877H, AADHAAR NO. 7222 4056 8400**, son of Late Anil Chandra Saha, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 108A, Niranjana Pally, B-Block, P.O. Banskroni, P.S. Regent Park, Kolkata-700 070, **2. SMT. TAPASI SAHA, PAN: BLYPS2511N, AADHAAR NO. 5077 7298 7977**, wife of Sri. Pradip Saha, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 108A, Niranjana Pally, B-Block, P.O. Banskroni, P.S. Regent Park, Kolkata-700 070 being the Partners of **M/S. SAHA ENTERPRISE**, having **PAN: ACHFS2045L**, a Partnership Firm, having office at 235/1, Niranjana Pally, B-Block, P.O. Banskroni, P.S. Regent Park, Kolkata-700 070, to be our true and lawful Attorneys in our names and on our behalf to do execute and perform severally and jointly the needful, acts, deeds and things relating to our said property as mentioned below:

1. To look after, manage, control, protect, preserve and supervise, develop and administer our said landed property, which is more fully described in the **FIRST SCHEDULE** hereunder written and to develop the same in any manner whatsoever as be necessary for the purpose of construction of the proposed multistoried residential building thereon.
2. To do all acts, deeds, matters and things and to represent us before and correspond with the Concerned Authorities for any of the matters relating to development work in respect of the said property as mentioned in the **FIRST SCHEDULE** herein below.
3. To construct proposed multi-storied building upon the land at the said property after demolition of existing structure standing thereon as per plan prepared by the Architect appointed by our said Attorneys subject

to be sanctioned by the competent authority of the Kolkata Municipal Corporation.

4. To deal with the Assessment Department of the Kolkata Municipal Corporation to get the assessment from the concerned authority in respect of our said property, if necessary and to cause mutation in our names with the records of the Kolkata Municipal Corporation.
5. To apply to the Kolkata Municipal Corporation and any other authority and/or authorities concern for sanction of the building plan, its variation and/or modification of whatsoever manner or nature in respect of the said property which to be sanctioned by the competent authority and/or Department or Departments of the Kolkata Municipal Corporation and for that purpose to sign on our behalf of all such relevant papers and documents, applications, maps or plans etc. and to take delivery of all of them and any representations as the said Attorneys shall think fit and proper for and on our behalf.
6. To make supervise and construction of the multi-storied building and/or structure according to the sanctioned building plan to be sanctioned by the competent authority of the Kolkata Municipal Corporation, in respect of the said property as mentioned in the **FIRST SCHEDULE** hereunder written and to that effect to get signed, pursue and collect on our behalf all such relevant applications, drawings, documents and any representations of whatsoever in any manner or nature that is being sought to be done by the aforesaid department of the competent authority or by other and when necessary as and/or asked for.
7. To erect boundary walls in and around of the said property, as mentioned in the **FIRST SCHEDULE** hereunder written.
8. To appoint Engineers, Architects and their agent or agents and Sub-Contractors as the said Attorneys shall think fit and proper and to make payment of their fees and charges of such Architects, Engineers and their agent or agents and/or sub-contractors according to the

needs as may be necessary from time to time during the construction period, for and on our behalf.

9. To sign and execute all papers and documents and appear and represent us before the necessary authorities, Kolkata Municipal Corporation, Fire Services Dept., West Bengal Police and WBSEB in connection with the said property as mentioned in the **FIRST SCHEDULE** herein below.
10. To apply for electricity, water, drainage, sewerage, telephone or of any other utility in the said property and/or to make alterations in the existing connection and to have disconnected the same and for that to sign answer execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the Attorney.
11. To represent us before any and/or every Concerned Authority/ies in relation with any and/or every type of work in respect of our said property as mentioned in the **FIRST SCHEDULE** herein below.
12. To make various deposits into the various Concerned Department and/or Authorities and/or offices in respect of our said property and also to get, refund for any excess payment in respect of the same and to issue proper and valid receipt for the same.
13. To insure the said property against damage fire tempest riots, flood, earthquake or otherwise as it stands fit and proper.
14. To accept for us and in our names or on our behalf service of any writ or summons or other legal process and to appear in any or all Courts of Law and/or Magistrate and/or Judicial Officer and/or other officer whatsoever as by the said Attorneys shall deem advisable and to commence any action and/or other proceeding/s to prosecute or discontinue or become non-suited as the said Attorneys shall see cause then also to take such other lawful ways and means for recovering or getting in any such manner or other thing whatsoever which the said

Attorney be convinced and conceived to be due/owing/ belonging or payable to us by any person and/or any Firm and/or Body Corporate and also to appoint any Solicitor and/or Advocate/s and/or Agents and/or Lawyer/s to prosecute and/or to defend the case as occasions may arise either in our names or in the name of the Attorney in relation to our said property as mentioned in the **FIRST SCHEDULE** herein below.

15. To appoint Pleader/s, Solicitor/s, Advocate/s, Authorized Person/s, Lawyer/s, Agents to appear and to act in any Court of Law or before any Authority as may be needed and to revoke such appointment and to substitute any other in their place and stead in relation with the said property as mentioned in the **FIRST SCHEDULE** herein below.
16. To sign, verify and execute plaint/s, written statement/s, counter claim/s, appeal/s, review/s, application/s, objection/s, affidavit/s, authority/ies, paper/s and document/s of every description that may be necessary to be signed, verified and executed for the purpose of suit/s action/s, appeal/s and proceedings of any kind whatsoever in any Court of Law or Equity, whether of Original, Appellate, Testamentary or Revisional Jurisdiction or Judicial Authority established by lawful Authority and to do all acts, deeds and things and to appear and/or to make petitions and/or applications in any such Court or Courts aforesaid in any suit/s action/s, appeal/s and/or proceeding/s brought and/or commenced and/or to defend, answer or oppose the same or suffer judgment/s or decree to be or had given, taken or pronounced in any such suit/s action/s appeals, proceedings and to execute decree/s as the said Attorney shall be advised or think fit and proper.
17. To receive from any Court or any Officer thereof or from any person, Firm or Body Corporate any amounts due and payable to me on any account whatsoever and to give sign and execute all papers, receipts release and discharge the same in respect of the said property as mentioned in the **FIRST SCHEDULE** herein below.

18. To execute any Agreement for Sale and/or to present any document for registration of any portion or flat of the newly constructed building on our behalf unto in favour of the intending Purchaser/s.
19. To swear Affidavit in any Court of Law or any Magistrate, Notary Public or before any other competent authority and also boundary declaration Kolkata Municipal Corporation Gift/Declaration for purpose of Development work of our said property as mentioned in the **FIRST SCHEDULE** hereunder written.
20. To receive money whether in advance or booking from time to time or at a time from the intending Purchaser or Purchasers against the Developers' Allocation of the said Development Agreement and to grant proper receipt and discharge thereof.
21. To represent us before the Registrar, Sub Registrar and/or other such Authorities in all connections with execution and registration of the required Declaration, Rectification and/or other documents including Sale Deed in relation with the Developers' allocation in the newly constructed building to be constructed upon the **FIRST SCHEDULE** property on receipt of valuable consideration as mentioned therein.
22. To deliver Khas and vacant possession of the flat/unit/spaces etc. out of the Developers' Allocation to the intending Purchaser or Purchasers after execution and registration of proper Deed of Conveyance in respect of their respective flat or unit or spaces etc. after delivery of Khas possession to the Owners into their respective allotted portion/s as per terms and conditions of the Development Agreement.
23. To charge the Developers' allocation by way of equitable mortgage and to make the property free from all encumbrances and liabilities whatsoever.
24. To do all other acts, deeds, matters and things which may be necessary to be done for rendering these presents valid and effectual in

all intents and purposes according to laws and custom of India and particularly of West Bengal.

25. We do hereby undertake and agree that we will not in any way write any letter and/ or correspond with the Government in all its Departments, Kolkata Municipal Corporation in all its Department and other Concerned Local Authorities counter demanding any act, deed, matter or thing done by the said Attorneys pursuant to this Power of Attorney. We hereby expressly agree and undertake that if any such instruction/s is/are issued by us, the same shall not affect the acts, deeds, matters and things done by the said Attorney and all the Concerned Authorities, shall be entitled to disregard all such instructions given by us, regarding in the property as mentioned in the **FIRST SCHEDULE** herein below except in case all or any of the acts, deeds or things go against our interest or claim.

26. And we do hereby declare that this Power of Attorney is given in favour of the said Attorneys and accordingly the said Attorneys shall be entitled to exercise independently severally and/or jointly the powers conferred upon us said Attorney by this power in respect of the matters related with the development work of the said property as mentioned in the **FIRST SCHEDULE** herein below including authorizing somebody to act on behalf of them, whenever applicable and necessary.

27. And we do hereby declare to ratify and confirm whatsoever that the said Attorneys shall do for the betterment of the said property by virtue of these presents and we do hereby further declare and say that we shall not do anything inconsistent with this Power of Attorney.

THE FIRST SCHEDULE AS ABOVE REFERRED TO

(Description of the entire premises)

ALL THAT piece and parcel of land measuring about 3 Cottah 8 Chittack 12 Sq.ft. (by actual physical measurement) comprised in R.S. Dag No. 773

under R.S. Khatian No. 1016 (previously 367), in Mouza Bansdroni, J.L. No. 45, Touzi No. 63, 64, Pargana- Magura, along with structures standing thereon lying and situated at premises Being No. 61, Niranjan Pally, C-Block, P.S. Regent Park, Kolkata- 700 070 within the limits of the Kolkata Municipal Corporation under Ward No. 113, having Assessee No. 31-113-18-0061-0 District: 24 Parganas (S), which is butted and bounded as follows :

ON THE NORTH :- By 16ft. wide Road

ON THE SOUTH :-By house of Mr. Sukharanjan Mitra.

ON THE EAST :- By 16ft. wide Road

ON THE WEST :- By house of Mrs. Dulali Mondal.

THE SECOND SCHEDULE AS ABOVE REFERRED TO:-
(Owners' Allocation)

ALL THAT piece and parcel of total constructed area of 1800 sq.ft. (Built-up area) out of total F.A.R. of the proposed building consisting of 4(four) self-contained Flat each having 450 Sq.ft. built up area more or less out of which one Flat on the First floor, two flats on the Top floor and remaining one Flat to be allotted as per choice of the Developer and 7 Nos. Shop rooms on the Ground floor along with undivided proportionate and impartible share of the land underneath the building together with all easement rights over the common areas and facilities attached to the said proposed building to be constructed by the Developer/Second Party at its own costs and expenses as per building plan duly sanctioned by the Kolkata Municipal Corporation along with a sum of Rs 7,00,000/- shall be paid by the Developer to the First Party No. 4 herein as down money (non-refundable & forfeited) in such manners as more fully described in the **FOURTH SCHEDULE** hereunder written.

THE THIRD SCHEDULE AS ABOVE REFERRED TO :-
(Developer's Allocation)

Shall mean and include balance Super built up area except the Owners' allocation along with undivided proportionate and impartible share in the land underneath the building together with all easement rights over the common areas and facilities attached to the proposed building to be constructed as per sanctioned building plan by the competent authority of the Kolkata Municipal Corporation, which is more particularly described in the **THIRD SCHEDULE** herein below.

THE FOURTH SCHEDULE AS ABOVE REFERRED TO
(Payment Schedule)

The Developer shall pay to the Owner/ First Party No. 4 a total sum of Rs. 7,00,000/- as non-refundable down money which shall be paid in the following manners :-

<u>PARTICULARS</u>	<u>AMOUNT</u>
1. By Cheque being No. 158617 dated 16.06.2019 drawn on Oriental Bank of Commerce, Tollygunge Branch.	Rs. 50,000/-
2. By Cheque being No. 000012 dated 26.08.2020 drawn on Bandhan Bank, Garia Branch.	Rs. 1,00,000/-
3. After completion of first floor roof casting. of First Column.	Rs. 2,00,000/-
4. On the date of top floor roof casting.	Rs. 3,50,000/-
<u>TOTAL</u>	<u>RS. 7,00,000/-</u>

Sunder Biswas

for date

THE FIFTH SCHEDULE AS ABOVE REFERRED TO

(Common areas and installations)

- 1) Entrance and exit gates of the building
- 2) Boundary walls, Entrance lobby, paths, passages and all mandatory open space throughout the Building as per sanctioned plan.
- 3) Staircase of the building along with their full and half landings with stair cover on the roof and the ultimate roof and roof parapet.
- 4) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and separate electric meters and meter room in the ground floor of the building.
- 5) Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different/flats/units of the Building.
- 6) Water waste and sewerage evacuation pipes from the units to drains and sewers common to the block and from the block to the Municipal drain.

THE SIXTH SCHEDULE AS ABOVE REFERRED TO

(Common expenses)

On completion and handover of respective share of the building, the Owners, the Developer and their respective nominee/s including the intending Purchaser/s shall regularly and punctually pay proportionate share of the common expenses as fully described herein below:

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, rebuilding, reconstructing, lighting the common portions of the said building including the outer and external walls of the said building.
- b) The salary of all persons employed for the common purposes including security personnel, sweepers etc.

- c) All charges and deposits for supplies of common utilities to the co-owners in common.
- d) Municipal Tax, water tax and other levies in respect of the said property and the proposed building save those separately assessed on the Purchasers.
- e) Costs of formation and operating the Association.
- f) Costs of running maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any.
- g) The cost of installation of separate meter in respect of specific flat from the main meter which shall be installed by the Developer at his own cost. However for the existing meters of the Owners arrangement for disconnection and re-connection be done by the Developer at his cost.
- h) Electricity charges for the electricity energy consumed for the operation of common services.
- i) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the Co-Owner in common.

THE SEVENTH SCHEDULE AS ABOVE REFERRED TO
(Specifications)

FOUNDATION: The building is designed on R.C.C. Fittings and frame.

WALLS : All external walls shall be 200 mm thick brick with cement plaster.

All internal portion walls will be 125mm to 75mm thick with both side cement plaster coated with plaster of paris.

All external walls will be painted by the weather coat.

DOORS : All Doors Frame shall be 100/62 mm with Flush Doors. All toilet and kitchen doors will be fitted with P.V.C.

All fittings such as M.S. hinges, Haj-Block Lock with handle aluminium tower bolt, door stopper, vision aperture shall be provided to Main Door.

WINDOWS : All the windows will be Aluminium Sliding with Glass fittings with grill.

FLOORING : All the flooring shall be fitted with marble or tiles.

TOILETS : Floor will be finished with marble, there will be one European style Commode Toilet with fittings and branded Bathroom fitting with 5 feet height tiles.

KITCHEN : Floor will be finished with marble, kitchen shall have 3 feet height tiles from the kitchen top with a cooking platform along with stainless steel sink.

ALL THE INTERNAL HORIZONTAL SOILS & WASTE WATER PIPES: shall be 500 mm and 100 mm dia supreme polythene pipe fittings with jute & 2mm etc. All the vertical soil, vent and waste pipes shall be 50 mm and 100 mm dia/ supreme polythene pipes joined in Cement Mortar and exposed to wall. All the rain water pipes shall be 100 mm dia in good quality of polythene. All the rain water pipes shall be of polythene G.I. Exposed to the walls.

All the Sanitary and each toilet of 1 No. European commode with low-down-cistern.

1 No. White basin would be provided at Dining-cum-drawing room, shower with cold-water provisions.

All bathrooms fittings such as stop-cock, bib-cock etc., will be in C.P. Brass.

Pipe line for Greaser be fitted in each bathroom.

ELECTRIFICATION : All the internal wiring shall be concealed in polythene conduit pipes. All wires and switches, plugs etc., will be standard brand.

All switch boards of M.S. flush with walls with acrylic cover and all switch of preety brand.

Each living room shall provide with 3 Nos. Light points + 1 No. Fan point + 15 Amp. Plug point + 1 No. 5 Amp. Plug point + 1 No. A.C. point to each bedroom.

Each drawing-cum-dining space shall be provided with 2 Nos. Light points + 2 Nos. Fan point + 1 No. Calling bell point + 1 No. Cable point & 2 plug point one of which will be 15 Amp.

Each kitchen and toilet will be provided with 1 No. Light point and 2 No. Plug point, 1 No. Exhaust fan point in kitchen and toilet.

EXTRA WORK : Any extra work will be charged as per the market price.

IN WITNESS WHEREOF the **PARTIES** hereto have executed these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of :-

WITNESSES :-

1. Kamalendu Sarkar
S/o Late Niranjan
Sarkar

Q- 20 Kamalakhori Purba
Pura, P.S. Bansdroni
KOL- 700084

2. Biplab Banerjee
c/o Belwa Mangalbanir
A/58 Niranjan Pally
PO- Bansdroni
KOL- 70

Drafted by me & prepared
In my office:

Tahira Khatoon Adv.
Advocate.

Regd No. F-2189/1930 of 2002.
Alipore Judges' Court, Kolkata-27.

Sukhdeep
Bhambhani

ASHIM DEY
Sukla Bismon
Anyana Dey.

Sudham Ray

Signature of the **OWNERS**

SAHA ENTERPRISE

Pratibha Saha
Partner

SAHA ENTERPRISE

Tapani Saha

Partner

Signature of
the **DEVELOPER**

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 1,50,000/- as part payment/ advance out of total agreed down money amounting of Rs. 7,00,000/- for the purpose of Development work in respect of the **First Schedule** property from within named **DEVELOPER** in following manners :-

1. By Cheque being No. 158617
dated 16.06.2019 drawn on Oriental
Bank of Commerce, Tollygunge Branch.

Rs. 50,000/-

2. By Cheque being No. 000012
dated 26.08.2020 drawn on
Bandhan Bank, Garia Branch.

Rs. 1,00,000/-

TOTAL

Rs. 1,50,000/-

(Rupees One Lac and Fifty Thousand) only.

WITNESSES

1. Kamaladevi Sarker
S/o Late Niranjana Sarker
A-20 Kamalabati Parka Para
P. S. Bandsoni.
2. Kal - 700084.

Biplab Baner
A/o Bipul Mangel Baner
A/58 Nirangan Pally
PO - Bandsoni
KOL - 70

Sudip Das
B/ PLCD 106
ASHIM Dey
Suketu Biswas
Angana Dey.

Suketu Das

Signature of the **OWNERS**

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name SRI. SUDIP DEY
Signature Sudip Dey

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name SRI. BIPLAB DEY
Signature Biplab Dey

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name SRI. ASHIM DEY
Signature Ashim Dey

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name SMT. ANJANA DEY
Signature Anjana Dey

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name SRI SUBHAM DEY

Signature *Sri Subham Dey*

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name SMT. SUKLA BISHNU

Signature *Sukla Bishnu*

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name SRI PRADIP SAHA

Signature *Pradip Saha*

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name SMT. TAPASI SAHA

Signature *Tapasi Saha*



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

GRN: 19-202021-011270230-1
GRN Date: 12/10/2020 11:26:31
BRN: 313942385

Payment Mode: Online Payment
Bank: AXIS Bank
BRN Date: 12/10/2020 11:27:25

DEPOSITOR'S DETAILS

Id No.: 2001231450/6/2020
(Query No./Query Year)

Name: tahira khatoon

Contact No.:

Mobile No.: +91 9831662371

E-mail:

Address: a j c kol 700027

Applicant Name: Mr S DAS

Office Name:

Office Address:

Status of Depositor: Advocate

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement
Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2001231450/6/2020	Property Registration- Stamp duty	0030-02-103-003-02	7071
2	2001231450/6/2020	Property Registration- Registration Fees	0030-03-104-001-16	1528

Total

8599

In Words: Rupees. Eight Thousand Five Hundred Ninety Nine only








Government of West Bengal









Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16022001231450/2020

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr SUDIP DEY C 61, NIRANJAN PALLY CONGRESS NAGAR, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24- Parganas, West Bengal, India, PIN - 700070	Land Lord			<i>Sudip Dey</i> 14.10.2020
2	Mr BIPLAB DEY C 61, NIRANJAN PALLY CONGRESS NAGAR, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24- Parganas, West Bengal, India, PIN - 700070	Land Lord			<i>Biplab Dey</i> 14.10.2020
3	Mr ASHIM DEY C 61, NIRANJAN PALLY CONGRESS NAGAR, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24- Parganas, West Bengal, India, PIN - 700070	Land Lord			<i>ASHIM Dey</i> 14.10.2020

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Smt SUKLA BISHNU 90, SHANTI PALLY KANDHARI, P.O:- GARIA, P.S:- Bansdrani, District:-South 24- Parganas, West Bengal, India, PIN - 700068	Land Lord			Sukla Bishnu 14.10.2020
5	Smt ANJANA DEY C 61, NIRANJAN PALLY, CONGRESS NAGAR, P.O:- BANSDRONI, P.S:- Bansdrani, District:-South 24- Parganas, West Bengal, India, PIN - 700070	Land Lord			Anjana Dey. 14.10.2020
6	Mr SUBHAM DEY C 61, NIRANJAN PALLY, CONGRESS NAGAR, P.O:- BANSDRONI, P.S:- Bansdrani, District:-South 24- Parganas, West Bengal, India, PIN - 700070	Land Lord			Subham Dey 14.10.2020
7	Mr PRADIP SAHA 108A, NIRANJAN PALLY, B - BLOCK, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24- Parganas, West Bengal, India, PIN - 700070	Represent ative of Developer [SAHA ENTERPR ISE]			Pradip Saha 14.10.2020

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
8	Smt TAPASI SAHA 108A, NIRANJAN PALLY, B BLOCK, P.O:- BANSDRONI, P.S:- Regent Park, District:- South 24-Parganas, West Bengal, India, PIN - 700070	Represent ative of Developer [SAHA ENTERPR ISE]			<i>Tapasi Saha</i> 14.10.2020
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	SHALINA KHATUN Son of Mr MD MUJIBUL ISLAM 69, PRINCE RAHIMUDDIN LANE, P.O:- TOLLYGUNGE, P.S:- Charu Market, District:-South 24- Parganas, West Bengal, India, PIN - 700033	Mr SUDIP DEY, Mr BIPLAB DEY Mr ASHIM DEY, Smt SUKLA BISHNU, Smt ANJANA DEY, Mr SUBHAM DEY, Mr PRADIP SAHA, Smt TAPASI SAHA			<i>Shalina Khatun</i> 14.10.2020

(Samar Kumar Pramanick)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. - I
I SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



ভারত সরকার

Unique Identification Authority of India
Government of India

এনআর আই / Enrollment No : 1215/80005/02771

To
Sudip Dey
পূর্বিম
CAIMIRANJAN PALLY
COMORESS NAGAR
Kolkata
Parganas, South 24 Parganas
West Bengal - 700070
9836717714

12158000502771
K140005700017
45507000



আপনার আধার সংখ্যা / Your Aadhaar No. :
8305 3126 7406

আধার - সাধারণ মানুষের অধিকার



নাম
Sudip Dey
পিতা : নাম
Father : Name

স্বাক্ষর / DOB : 05/07/1980
বয়স / Age

8305 3126 7406



আধার - সাধারণ মানুষের অধিকার

Sudip Dey

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা পাওয়া যায়।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার দ্বারা ভোটে ভাগ্য নেওয়া যায়।
- আধার কঠিনভাবে সরকারী ও বেসরকারী পরিষেবা গ্রহণের সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



নাম : S. Dey
কনসেন্ট নাম : কনসেন্ট, কনসেন্ট
এইটি ১৫ বছর, নবম বছর

Address: CAIMIRANJAN
PALLY, COMORESS
NAGAR, Kolkata, South 24
Parganas, West Bengal, 700070

8305 3126 7406



Sudip Dey

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी खाता संख्या कार्ड
Permanent Account Number Card

EHHPD9979R

नाम / Name
SUDIP DEY

स्थायी खाता संख्या / Station's Name
BIMAL DEY

जन्म की तिथि / Date of Birth
05/07/1988

हस्ताक्षर / Signature
Sudip Dey



Sudip Dey

आयकर विभाग / Income Tax Department
अर्थव्यवस्था विभाग / Ministry of Finance
सर्वोच्च न्यायालय / Supreme Court
पुणे - 411 008

If this card is lost / someone's lost card is found,
please inform / return to:
Income Tax PAN Services Unit, NSIR,
5th Floor, Mumbai Station,
Plot No. 244, Railway Ch. Station,
Mumbai Central, Near Deep Transporter Chawl,
Pune - 411 008

Tel: 022-2351 2000, Fax: 022-2351 2001
e-mail: nsir@pan.in

Sudip Dey

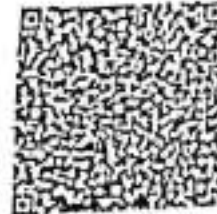


ভারতীয় সরকার
Government of India



বিশ্ব দে
Biplab Dey
পিতা: দিমাল দে
Father: Dimal Dey

মহত্বপূর্ণ/DOB: 12/09/1982
পুরুষ/Male



9108 4382 4100

আধার - সাধারণ মানুষের অধিকার



ভারতীয় ব্রিটিশ পরিচয় প্রাধিকরণ
Bharatiya Brithish Parishay Pradhikaran
Authentication Authority of India

ঠিকানা: শ্রী. নিরঞ্জন পালী
কলকাতা, বঙ্গব্রহ্ম, পশ্চিম ২৪ পরগণা
পশ্চিম বঙ্গ,

Address: C/61, NIRANJAN
PALLY, Kolkata, South 24
Parganay, Bangadroni, West
Bengal, 700070

9108 4382 4100



1347
1200 200 1347



help@uidai.gov.in



www.uidai.gov.in

Biplab Dey

आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार

GOVT. OF INDIA

BIPLAB DEY

BIMAL DEY

12/06/1962

Permanent Account Number

AZHPD5988Q

Bi Plab Dey

Signature



Bi Plab Dey

Bi Plab Dey



ভারত সরকার

भारत सरकार

Government of India

Reference No. / Enrollment No. 1040/20006/50049

For
Ashim Dey
Father's
Name: A.
Bhattacharya
Mukherjee
Mukherjee
H. Mukherjee Street 24 Parganas
West Bengal - 741009

1040/20006/50049
1040/20006/50049
1040/20006/50049




আপনার আদhaar সংখ্যা / Your Aadhaar No. :

4579 9597 2166

আদhaar - সাম্প্রদায়িক মানুষ্যের অধিকার

ভারত সরকার

Government of India



নাম :
Ashim Dey
পিতা : অশীম দেব
Father - Ashim Dey

স্বাক্ষর :
Signature
Date / State

4579 9597 2166



আদhaar - সাম্প্রদায়িক মানুষ্যের অধিকার

ASHIM DEY

ASHIM DEY

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
EBAPD9504D



नाम/Name
ASHIM DEY

पिता का नाम /Father's Name
BIMAL CHANDRA DEY

जन्म की तारीख /Date of Birth
01/01/1974

ASHIM DEY
हस्ताक्षर /Signature



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

इस कार्ड के खोने/पाने पर कृपया सूचित करें/सीटाएं :
आयकर पैन सेवा यूनिट, UTITISL
प्लॉट नं. 3, सेक्टर 11, सीडी बीलपूर,
नवी मुंबई-400 614.

ASHIM DEY

ASHIM DEY

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

DTIPD8796N



नाम / Name
ANJANA DEY

पिता का नाम / Father's Name
TARAK CHATTERJEE

जन्म की तारीख / Date of Birth
20/11/1969

Anjana Dey
इम्प्रेस / Signature



12052017

Anjana Dey.



ভারতীয় বৈশিষ্ট্য পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ভূমিকাঙ্কিত নম্বর / Enrollment No.: 1215/80005/02270

To
অনঙ্গা দে
Anjana Dey
C-61NIRANJAN PALLY CONGRESS NAGAR
VTC: Kolkata,
PO: Bansdroni,
Sub District: Budge Budge - I, District: South 24
Parganas,
State: West Bengal,
PIN Code: 700070,
Mobile: 9874670479
4804461
10/06/2015
UA043659121IN



আপনার অ্যাডহার নম্বর / Your Aadhaar No. :

8018 1184 9879

আমার অ্যাডহার, আমার পরিচয়



ভারত সরকার
Government of India



অনঙ্গা দে
Anjana Dey
জন্মতারিখ / DOB : 20/11/1989
স্বামি / FEMALE

10/06/2015

8018 1184 9879

আমার অ্যাডহার, আমার পরিচয়

Anjana Dey.



ভারত সরকার

ভারত সরকার

Communication Authority of India
Government of India

অপিসকৃতীয় আইডি / Enrolment No. : 1215/80005/02275

To
Subham Dey
তপন দে
C/61 NIRANJAN PALLY
CONGRESS NAGAR
Kolkata
Bansdroni, South 24 Parganas
West Bengal - 700070
9836424425



KH455076702FT
45507670



আপনার Aadhaar সংখ্যা / Your Aadhaar No. :

3077 3282 5065

- সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



নাম :
Subham Dey
পিতা : তপন দে
Father : Pradip Dey

জন্মতারিখ / DOB : 23/12/1992
পুং / Male

3077 3282 5065



- সাধারণ মানুষের অধিকার

Subham Dey



Subham Dey.



भारत सरकार
GOVERNMENT OF INDIA



সুক্লা বিষ্ণু
Sukla Bishnu
পিতা : বিমল চন্দ্র দে
Father : BIMAL CHANDRA DEY
জন্ম বার্ষিক / Year of Birth : 1984
মহিলা / Female



3729 1811 5384

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিনিউ পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
৯০ শান্তি সরানী, কামদাহারী, গারিয়া,
কলকাতা, পশ্চিম, পিন কোড ৭০০০৮৪
বঙ্গাল, পশ্চিমবঙ্গ, ৭০০০৮৪

Address:
90 SANTI SARANI,
KAMDHARI, GARIA,
Kolkata, Garia, South Twenty
Four Parganas, West
Bengal, 700084

1047
1000 100 1047

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1247,
Bengaluru-560 005

Sukla Bishnu

आयकर विभाग
INCOME TAX DEPARTMENT
SAHA ENTERPRISE



भारत सरकार
GOVT. OF INDIA



04/01/2013

Permanent Account Number

ACHFS2045L

EL022082

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

यह कार्ड खो जाने पर कृपया सूचित करें/सौंपाएं :
आयकर पैन सेवा यूनिट, UTHSL,
प्लॉट नं: 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई-400 614.

SAHA ENTERPRISE

Pranav Saha
Partner

SAHA ENTERPRISE

Tapant Saha
Partner



भारत सरकार
GOVERNMENT OF INDIA



Pradip Saha
DOB: 08/02/1970
MALE
Mobile No: 9674312556



7222 4056 8400

VID : 9106 0281 6062 4819

MEERA AADHAAR, MERI PEHCHAN



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Download Date: 11/11/2019

Address :

C/O Anil Chandra Saha, 108 A,
NIRANJAN PALLY, Kolkata, South
24 Parganas,
West Bengal - 700070



Generation Date: 28/10/2012

7222 4056 8400

VID : 9106 0281 6062 4819

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

Pradip Saha

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AXPPS5877H



05032019

नाम / Name
PRADIP SAHA

पिता का नाम / Father's Name
ANIL CHANDRA SAHA

कार्ड की तारीख /
Date of Birth
08/02/1970

Pradip Saha
हस्ताक्षर / Signature

इस कार्ड को खोने/पाने का कृपया सूचित करें/नोट करें:
आपका पैन सेवा इकाई, एन एस ई यू एन
पैडी भवन, गेट 12/13,
प्लॉट नं. 345, सर्वे नं. 593/8,
मॉडल कॉलोनी, नज़दिक डीप बंगालो चर्च,
पुणे - 411 016.



*If this card is lost / someone's lost card is found,
please inform / return to:*

Income Tax PAN Services Unit, NSUI,
4th Floor, Madani Skilling,
Plot No. 345, Survey No. 593/8,
Model Colony, Near Deep Bengali Church,
Pune - 411 016.

Tel: 91-20-2721 8765, Fax: 91-20-2721 8481
e-mail: taxinfo@nsui.co.in

Pradip Saha

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TAPASI SAHA
BILWAMANGAL BANIK
12/10/1976

Permanent Account Number

BLYPS2511N

Tapan Saha
Signature



Tapan Saha



भारत सरकार
GOVERNMENT OF INDIA



Tapasi Saha
DOB: 12/10/1976
FEMALE
Mobile No: 9674312556



5077 7298 7977
VID : 9170 8732 1306 5153

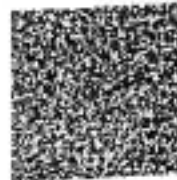
MEERA AADHAAR, MERI PEHCHAN



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address :

C/O Pradip Saha, 108 A,
NIRANJAN PALLY, Kolkata,
South 24 Parganas,
West Bengal - 700070



Download Date: 11/11/2019

Generation Date: 26/10/2012

5077 7298 7977

VID : 9170 8732 1306 5153

1047
1800 300 1047

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1047,
Bengaluru-560 001

Tapasi Saha



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

Enrollment No. : 2730/00379/00199

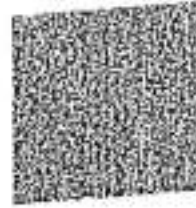
To
Shalina Khatun

23/10/2011
D/O Md. Mujibul Islam
69 Prince Rahimuddin Lane
Tollygunga
Tollygunga H.O.
Tollygunga, Kolkata,
West Bengal - 700033
8282809165

70344796



KA703447967FH



आपका आधार क्रमांक / Your Aadhaar No. :

7850 5129 5828

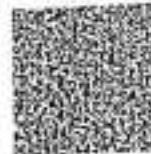
मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Shalina Khatun
DOB: 02/11/1997
Female



7850 5129 5828

मेरा आधार, मेरी पहचान

Shalina Khatun

Major Information of the Deed

Deed No :	I-1602-05724/2020	Date of Registration	15/10/2020
Query No / Year	1602-2001231450/2020	Office where deed is registered	
Query Date	29/09/2020 4:19:09 PM		
Applicant Name, Address & Other Details	S DAS ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027. Mobile No. : 8240369134, Status : Advocate		
Transaction			
[0110] Sale, Development Agreement or Construction agreement	Additional Transaction [4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,000/-]		
Set Forth value	Market Value		
	Rs. 40,56,669/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,171/- (Article:48(g))	Rs. 1,560/- (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:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Niranjan Pally Block-C, , Premises No: 61, , Ward No: 113 Pin Code : 700070

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 8 Chatak 12 Sq Ft		35,16,669/-	Width of Approach Road: 16 Ft.,
Grand Total :				5.8025Dec	0 /-	35,16,669 /-	

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/-	5,40,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		1800 sq ft	0 /-	5,40,000 /-	

Lord Details :

Name, Address, Photo, Finger print and Signature

1	<p>Mr SUDIP DEY Son of Mr BIMAL DEY C 61, NIRANJAN PALLY CONGRESS NAGAR, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: EHxxxxxx9R, Aadhaar No: 83xxxxxxxx7406, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence</p>
2	<p>Mr BIPLAB DEY Son of Mr BIMAL DEY C 61, NIRANJAN PALLY CONGRESS NAGAR, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AZxxxxxx8Q, Aadhaar No: 91xxxxxxxx4100, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence</p>
3	<p>Mr ASHIM DEY Son of Mr BIMAL DEY C 61, NIRANJAN PALLY CONGRESS NAGAR, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: EBxxxxxx4D, Aadhaar No: 45xxxxxxxx2166, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence</p>
4	<p>Smt SUKLA BISHNU Wife of Mr ASHOK BISHNU 90, SHANTI PALLY KANDHARI, P.O:- GARIA, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN - 700068 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BLxxxxxx6R, Aadhaar No: 37xxxxxxxx5384, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence</p>
5	<p>Smt ANJANA DEY Wife of Mr PRADIP DEY C 61, NIRANJAN PALLY, CONGRESS NAGAR, P.O:- BANSDRONI, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN - 700070 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: DTxxxxxx6N, Aadhaar No: 80xxxxxxxx9879, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence</p>
6	<p>Mr SUBHAM DEY Son of Mr PRADIP DEY C 61, NIRANJAN PALLY, CONGRESS NAGAR, P.O:- BANSDRONI, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN - 700070 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.: BMxxxxxx2M, Aadhaar No: 30xxxxxxxx5065, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Pvt. Residence</p>

Owner Details :

Name,Address,Photo,Finger print and Signature

SAHA ENTERPRISE

235/1, NIRANJAN PALLY, B-BLOCK, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700070 , PAN No.:: ACxxxxxx5L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr PRADIP SAHA (Presentant) Son of Late ANIL CHANDRA SAHA 108A, NIRANJAN PALLY, B - BLOCK, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AXxxxxxx7H, Aadhaar No: 72xxxxxxx8400 Status : Representative, Representative of : SAHA ENTERPRISE (as PARTNER)
2	Smt TAPASI SAHA Wife of PRADIP SAHA 108A, NIRANJAN PALLY, B BLOCK, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700070, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BLxxxxxx1N, Aadhaar No: 50xxxxxxx7977 Status : Representative, Representative of : SAHA ENTERPRISE (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
SHALINA KHATUN Son of Mr MD MUJIBUL ISLAM 69, PRINCE RAHIMUDDIN LANE, P.O:- TOLLYGUNGE, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033			
Identifier Of Mr SUDIP DEY, Mr BIPLAB DEY, Mr ASHIM DEY, Smt SUKLA BISHNU, Smt ANJANA DEY, Mr SUBHAM DEY, Mr PRADIP SAHA, Smt TAPASI SAHA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SUDIP DEY	SAHA ENTERPRISE-0.967083 Dec
2	Mr BIPLAB DEY	SAHA ENTERPRISE-0.967083 Dec
3	Mr ASHIM DEY	SAHA ENTERPRISE-0.967083 Dec
4	Smt SUKLA BISHNU	SAHA ENTERPRISE-0.967083 Dec
5	Smt ANJANA DEY	SAHA ENTERPRISE-0.967083 Dec
6	Mr SUBHAM DEY	SAHA ENTERPRISE-0.967083 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr SUDIP DEY	SAHA ENTERPRISE-300.00000000 Sq Ft
2	Mr BIPLAB DEY	SAHA ENTERPRISE-300.00000000 Sq Ft
3	Mr ASHIM DEY	SAHA ENTERPRISE-300.00000000 Sq Ft
4	Smt SUKLA BISHNU	SAHA ENTERPRISE-300.00000000 Sq Ft
5	Smt ANJANA DEY	SAHA ENTERPRISE-300.00000000 Sq Ft
6	Mr SUBHAM DEY	SAHA ENTERPRISE-300.00000000 Sq Ft

12-10-2020

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 40,56,669/-

[Signature]

Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 14-10-2020

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

Presented for registration at 20:00 hrs on 14-10-2020, at the Private residence by Mr PRADIP SAHA ,

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

Execution is admitted on 14/10/2020 by 1. Mr SUDIP DEY, Son of Mr BIMAL DEY, C 61, NIRANJAN PALLY CONGRESS NAGAR, P.O: BANSDRONI, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business, 2. Mr BIPLAB DEY, Son of Mr BIMAL DEY, C 61, NIRANJAN PALLY CONGRESS NAGAR, P.O: BANSDRONI, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business, 3. Mr ASHIM DEY, Son of Mr BIMAL DEY, C 61, NIRANJAN PALLY CONGRESS NAGAR, P.O: BANSDRONI, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Business, 4. Smt SUKLA BISHNU, Wife of Mr ASHOK BISHNU, 90, SHANTI PALLY KANDHARI, P.O: GARIA, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700068, by caste Hindu, by Profession House wife, 5. Smt ANJANA DEY, Wife of Mr PRADIP DEY, C 61, NIRANJAN PALLY, CONGRESS NAGAR, P.O: BANSDRONI, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession House wife, 6. Mr SUBHAM DEY, Son of Mr PRADIP DEY, C 61, NIRANJAN PALLY, CONGRESS NAGAR, P.O: BANSDRONI, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Professionals

Indetified by SHALINA KHATUN, , Son of Mr MD MUJIBUL ISLAM, 69, PRINCE RAHIMUDDIN LANE, P.O: TOLLYGUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Muslim, by profession Student

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

Execution is admitted on 14-10-2020 by Mr PRADIP SAHA, PARTNER, SAHA ENTERPRISE, 235/1, NIRANJAN PALLY, B-BLOCK, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700070

Indetified by SHALINA KHATUN, , Son of Mr MD MUJIBUL ISLAM, 69, PRINCE RAHIMUDDIN LANE, P.O: TOLLYGUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Muslim, by profession Student

Execution is admitted on 14-10-2020 by Smt TAPASI SAHA, PARTNER, SAHA ENTERPRISE, 235/1, NIRANJAN PALLY, B-BLOCK, P.O:- BANSDRONI, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700070

Filed by SHALINA KHATUN, , Son of Mr MD MUJIBUL ISLAM, 69, PRINCE RAHIMUDDIN LANE, P.O.
GUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Muslim,
profession Student

Samar Kumar Pramanick

Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 15-10-2020

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,560/- (B = Rs 1,500/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 1,528/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/10/2020 11:27AM with Govt. Ref. No: 192020210112702301 on 12-10-2020, Amount Rs: 1,528/-, Bank:
AXIS Bank (UTIB0000005), Ref. No. 313942385 on 12-10-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 100/-, by
online = Rs 7,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 262, Amount: Rs.100/-, Date of Purchase: 07/10/2020, Vendor name: B KR
SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/10/2020 11:27AM with Govt. Ref. No: 192020210112702301 on 12-10-2020, Amount Rs: 7,071/-, Bank:
AXIS Bank (UTIB0000005), Ref. No. 313942385 on 12-10-2020, Head of Account 0030-02-103-003-02

Samar Kumar Pramanick

Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2020, Page from 220537 to 220608
being No 160205724 for the year 2020.



Samar Kumar Pramanick

Digitally signed by SAMAR KUMAR
PRAMANICK

Date: 2020.10.16 17:51:59 +05:30

Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2020/10/16 05:51:59 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)