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

[Signature]
District Sub-Register-III
Alipore, South 24-parganas

10 DEC 2024

-DEVELOPMENT AGREEMENT

TOGETHER WITH POWER OF ATT

ORNEY FOR DEVELOPMENT --

THIS DEVELOPMENT AGREEMENT TOGETHER WITH POWER OF ATTORNEY FOR DEVELOPMENT IS MADE ON THIS THE 10th DAY OF DECEMBER, 2024 (TWO THOUSAND AND TWENTY-FOUR), ANNO DOMINI.

10249

09 DEC 2024

No.....Rs.5000/- Date.....

Name :

MANISH DEBNATH
ADVOCATE

Alipore Judges' Court & Police Court
Kolkata-700 027

Address :

Vendor *Subhankar Das*
Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

09 DEC 2024



Subhankar Das
S/o - Lt. Rakhal Ch. Das
Alipore Police Court
Kolkata - 700027

DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

10 DEC 2024

BETWEEN

1. **SRI DIPANJAN DASGUPTA** (PAN: AKUPD6411G; AADHAR NO.: 6851 3172 3508), Son of Late Benoy Dasgupta & Jharna Alias Rama Dasgupta, by Occupation- Service; by Faith- Hinduism, by Nationality Indian,
2. **SRI NILANJAN DASGUPTA** (PAN: AKWPD4520C; AADHAR NO.: 8243 2494 4720), Son of Late Benoy Dasgupta & Jharna Alias Rama Dasgupta, by Occupation- Service; by Faith- Hinduism, by Nationality Indian, &
3. **MISS. MADHUSREE DASGUPTA** (PAN: JPOPD7135D; AADHAR NO. : 9962 0650 8310) (a person with Autism, Cerebral Palsy) Late Benoy Dasgupta & Jharna Alias Rama Dasgupta, represented by her legal guardian **SRI DIPANJAN DASGUPTA** (PAN: AKUPD6411G; AADHAR NO. : 6851 3172 3508), & **SMT. GAURI DASGUPTA** (PAN: BFLPR3152K; AADHAR NO. : 6745 4978 2057), all are residing at A/55, Nandan Kanan, KMC Premises No. 347, Survey Park, P.O.- Santoshpur, P.S.- Survey Park, Kolkata- 700 075, hereinafter jointly called and referred to as the **LAND OWNERS** (which term or expression shall unless excluded by or repugnant to the context shall mean & include their and each of their heirs, successors, executors, administrators, legal representatives & assigns) of the **FIRST PART**.

A N D

M/S. POSITIVE VIBES, a Partnership Firm, having it's Office at 173 & 174, Vivekananda Park, Post Office- Kalikapur, Police Station- Purba Jadavpur (previously Kasba), Kolkata- 700 099, District: South 24-Parganas and being represented by its Partners:

1. **SMT. KAMALIKA DEBNATH** (PAN- ANBPD7552J; AADHAR NO.: 7363 6358 7902 ;) wife of Sri Manish Debnath, by Faith- Hinduism, by Occupation- Business, by Nationality- Indian, residing at 173 & 174, Vivekananda Park, P.O.- Kalikapur, P.S.- Purba Jadavpur, Kolkata- 700 099,
2. **SRI RAJDEEP ROY** (PAN- AFXPR8218K; AADHAR NO.: 6096 5463 0774), Son of Sri Mihir Kumar Roy, by Religion Hinduism, by Nationality- Indian, by Occupation-



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

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Business and residing at 45/4/4, Vivekananda Sarani, P.O.- Haltu, P.S.- Survey Park, Kolkata- 700 075, AND ALSO AT Flat No. 2A & 2B, Second Floor, 1048, Nayabad, Post Office- Kalikapur, Police Station- Pancha Sayar, Kolkata- 700 099, District: South 24 Parganas, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Partner's heirs, successors, executors, administrators, ~~legal~~ representatives & assignees) of the **SECOND PART**.

WHEREAS the Land Owners have agreed to authorize and entrust the Developer herein-named to construct a multi storied building on the said landed property more fully and particularly described in the **FIRST SCHEDULE**, according to the Plan, which will be sanctioned by the Competent Authority of The Kolkata Municipal Corporation and as per the following terms and conditions on which both the Parties have mutually agreed.

AND WHEREAS in this agreement unless it be contrary or repugnant to the context the following words or terms shall have the following meaning: -

DEFINITION

- I} The "**FIRST PART**" shall mean and include the **OWNERS** of the Land Property, which is more fully mentioned under the First Schedule hereunder written and his respective heirs and successors, representatives, legal representatives, executors and assigns.
- II} The "**SECOND PART**" shall mean and include the "**DEVELOPER**" and its successors-in-office, representatives, legal representatives, executors and assigns.
- III} The said "**PROPERTY OR LAND**" shall mean ALL THAT piece and parcel of 6 Kathas 8 Chittacks 14 sq ft more or less comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No.281, L.R. Khatian No. 1984,1983 & 1979 Police Station- formerly Kasba then Purba Jadavpur now Survey Park, within the limits of Kolkata Municipal Corporation Ward No. 109, District: South 24 Parganas.
- IV} "**PROPOSED BUILDING**" shall mean, a multi-storied building named as "**MEGH PEONER THIKANA**" (Ground+ Four) storied/ type, which is going to be constructed, on

the said premises mentioned above, to be sanctioned by the Competent Authority of The Kolkata Municipal Corporation.

V} "THE PLAN" shall mean the said Building Plan, to be sanctioned, by the Competent Authority of The Kolkata Municipal Corporation, for the purpose of construction of a Multi-Storied Building over the land and shall include any amendments and modifications thereof.

VI} "THE ARCHITECT" shall mean any person or persons, Firms, Company with extraordinary credentials, appointed or nominated by the Developer from time to time for the purpose of construction of the new Building as per Building plan duly sanctioned by the Kolkata Municipal Corporation, with proper intimation and permission of the Land-Owner/s. During construction it is to be inspected by the duly qualified professionals and certified towards the work and workmanship are being done as per drawings and specification of material and a final certificate to be issued after completion.

VII} "THE SALEABLE AREA" shall mean the space in the said proposed Building available for independent use and occupation including common portions and or common facilities (i.e. super built-up area).

BUILT-UP AREA shall mean Flat Area (including Partition Wall) along with proportionate share of the Staircase and Stair landing.

SUPER BUILT – UP AREA shall mean 35% of the Built – Up Area.

VIII} "LAND OWNERS' ALLOCATION" shall mean, the Land Owners / First Parties will be provided 60% area up to 03 (Third) Floor (Equivalent to 1 No. of 3BHK {Southern Side} & 1 No. of 2BHK {Eastern Side} Flat in 2nd Floor and 2 Nos. of 03 BHK & 01 No. of 01 BHK Flat in entire 3rd Floor and 2 Nos. of Parking Space (135 Sq Ft more or less) in Ground Floor of the constructed area to be constructed on the basis of the Building Plan, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation -- (except the staircase portion, which shall be common to all the Owners)- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at his own cost or at the cost of his nominees ALONG WITH the common users, facilities, amenities, liabilities and It is pertinent to mentioned here that, the Land Owners of the Schedule mentioned property herein will be allotted up-to the Third Floor of the proposed Building (60% of the Constructed Floor Area), The Fourth Floor will

exclusively be the allocation of the Developer herein named (the Land Owners/or their legal heirs/or successors/or executors/or administrators/or legal representatives /or assignees shall never claim upon that particular constructed Fourth Floor in future). If the Competent authority will allow and sanction the additional floor upon the roof of the Fourth Floor i.e., Fifth Floor then the Owners will be allotted 50% share of that particular Fifth Floor area.

AND

A lump sum non-refundable amount of Rs. 10,00,000/- (Rupees Ten Lakh) only which will be paid by the Developer to the Land Owners herein out of which Rs. 6,00,000/- (Rupees Six Lakh) only will be at the time of execution of this document i.e., this Development Agreement and the balance amount of Rs. 4,00,000/- (Rupees Four Lakh) only will be paid at the time of handed over the Owner's Allocation, which is hereinafter referred to as "the OWNERS' ALLOCATION".

IX} "DEVELOPER'S ALLOCATION" shall mean the remaining construction area to be constructed on the basis of the Building Plan, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed will be of the Developer's Allocation.

X} "COMMON PARTS, USERS AND FACILITIES" shall mean and include common passage, common users, staircase-cum-landing, equipment and accessories for common use and enjoyment.

XI} "PROPORTIONATE SHARE" means the share which is agreed to be fixed Owner's and Developer's shares respectively in the land, on the basis of the respective allocation.

DETAILS OF THE TITLE OF THE LAND

WHEREAS one Uma Charan Patwari was the recorded owner of Shali land measuring about 0.2794 acres comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, R.S. Khatian No.281, L.R. Khatian No.124, L.R. Dag No.803, in the district of 24 Parganas.

AND WHEREAS while seized and possessed of the said land, the said Uma Charan Patwari by a Bengali Bikroy Kobala dated 12.12.1975, sold land areas measuring about 2 Cottah 4 Chittacks more or less (being plot No.14) in favour of Nalini Mohan Dasgupta comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No.281, in the district of 24 Parganas, against a valuable consideration mentioned therein. The said deed was duly registered in the office of District Registration office at Alipore and recorded in Book No.1, Volume No.151, pages from 56-61, Being No.5597 for the year 1975.

AND WHEREAS while seized and possessed of the said land, the said Uma Charan Patwari by Bengali Bikroy Kobala dated 28.5.1976 sold land areas measuring about 4 Cottah 1 Chittacks 40 Sq. Ft. more or less (being plot No.14) in favour of Nalini Mohan Dasgupta comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No.281, in the district of 24 Parganas, against a valuable consideration mentioned therein. The said deed was duly registered in the office of District Registration office at Alipore and recorded in Book No.1, Volume No.34, pages from 230-236, Being No.1765 for the year 1976.

AND WHEREAS while seized and possessed of the said land, the said Nalini Mohan Dasgupta by a deed of gift dated 14.08.1985 Gifted land areas measuring about 04 Cottah 01 Chittacks 40 Sq. Ft. more or less (being plot No.14) in favour of Benoy Dasgupta comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No.281, in the district of 24 Parganas, against natural love and affection. The said deed of gift was duly registered in the office of District Registration office at Alipore

and recorded in Book No.1, Volume No 190, pages from 427 to 435, Being No.11343 for the year 1985.

AND WHEREAS while seized and possessed of the said land, the said Nalini Mohan Dasgupta by a deed of gift dated 14.08.1985 Gifted land areas measuring about 02 Cottah 04 Chittacks more or less (being plot No.14) in favour of Benoy Dasgupta comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No.281, in the district of 24 Parganas, against natural love and affection. The said deed of gift was duly registered in the office of District Registration office at Alipore and recorded in Book No.1, Being No.7017 for the year 1985.

AND WHEREAS by virtue of the aforesaid deeds, the said Benoy Dasgupta became the owner of ALL THAT piece and parcel of land measuring about 06 Cottah 05 Chittacks 40 Sq. Ft. more or less comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No.281 in the district of South 24 Parganas.

AND WHEREAS while seized and possessed of the said land, the said Uma Charan Patwari by a Bengali Bikroy Kobala dated 29.7.1975 sold land areas measuring about 02 Cottah 04 Chittacks 30 Sq. Ft. more or less (being plot No.19) in favour of Smt. Asha Dasgupta comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No.281 against a valuable consideration mentioned therein. The said deed was duly registered in the office of District Registration office at Alipore and recorded in Book No.1, Volume No.89, Being No. 3076 for the year 1975.

AND WHEREAS while seized and possessed of the said land, the said Asha Dasgupta by a deed of gift dated 12.11.1993 Gifted land areas measuring about 02 Cottah 04 Chittacks 30 Sq. Ft. more or less (being plot No.19) in favour of Jharna alias Rama Dasgupta comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No.281 against natural love and affection. The said deed of gift was duly registered in the office of District Registration office at Alipore and recorded in Book No.1, Being No. 15156 for the year 1993.

AND WHEREAS by virtue of the aforesaid deed, the said Jharna alias Rama Dasgupta wife of Benoy Dasgupta became the owner of ALL THAT piece and parcel of land measuring about 02 Cottah 04 Chittacks 30 Sq. Ft. more or less comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No.281 in the District of South 24 Parganas.

AND WHEREAS the said Benoy Dasgupta died intestate on 29.04.2021 and the said Jharna alias Rama Dasgupta died intestate on 14.04.2011 leaving behind them their legal heirs and successors namely **SRI DIPANJAN DASGUPTA (Elder Son) SRI NILANJAN DASGUPTA (Younger Son) Miss. MADHUSREE DASGUPTA (Only Daughter)** who inherited the property of their parents ALL THAT piece and parcel of 08 Cottah 00 Chittacks 25 Sq. Ft. more or less which is physically inherited, measured and obtained as 06 Cottah 08 Chittacks 14 Sq. Ft. comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No.281, L.R. Khatian No. 1984, 1983 & 1979 in the district of South 24 Parganas.

AND WHEREAS after the death of said Sri Benoy Dasgupta & Smt. Jharna Alias Rama Dasgupta said **SRI DIPANJAN DASGUPTA, SRI NILANJAN DASGUPTA, & Miss. MADHUSREE DASGUPTA**, the Land Owners herein-named have started to possess and enjoy the said property and absolutely and without any disturbance and/ or hindrance from anybody and after measuring the said property, the Land Owners have found that the net possessable land is 08 Cottah 00 Chittacks 25 Sq. Ft. more or less which is physically inherited, measured and obtained as 06 Cottah 08 Chittacks 14 Sq. Ft.

AND WHEREAS after the death of said Benoy Dasgupta & Smt. Jharna Alias Rama Dasgupta **SRI DIPANJAN DASGUPTA & SMT. GAURI DASGUPTA** made an application before the NATIONAL TRUST for the welfare of persons with Autism, Cerebral Palsy for the Legal Guardianship of said **MISS. MADHUSREE DASGUPTA** who is Mentally Disable with Autism, Cerebral Palsy under Section 14 of National Trust Act 1999 and said NATIONAL TRUST on 19/07/2023 issued a Certificate of Appointment of Legal Guardian in favour of Sri Dipanjan Dasgupta & Smt. Gauri Dasgupta vide Certificate No.- 2418784283/Com/4G/1114/1128 dated 19.07.2023.

During their such absolute possession and enjoyment of the said property, the said **SRI DIPANJAN DASGUPTA, SRI NILANJAN DASGUPTA, & Miss. MADHUSREE DASGUPTA**, being the Land Owners herein-named, for the purpose of better utilization of the property and to gain something more out of their property, have mutually decided to raise a multi-storied building (**Ground + Four as per sanction plan**) over there on their Schedule mentioned landed property but not having so much man power and set-up, time to endeavor, as also with the intention to materialize their desire through a Developer, they have decided to entrust the above-named **M/S. POSITIVE VIBES**, to raise a Multi-Storied Building (Ground + Four) over there on their First Schedule mentioned landed property, under some specific terms and conditions.

Finding the project, a viable one the said Developer has agreed to take charge of the project, under some settled terms and conditions as mentioned herein.

TITLE ENTITLEMENT AND COVENANTS THEREOF: -

- a. The Land Owners do hereby declare that they have absolutely seized and possessed of the said premises, as enumerated under the FIRST SCHEDULE herein, without having any claim, right, title or interest of any person thereto and the said property is absolutely free from all charges, liens, demands, suits, requisitions/ acquisitions etc. and the Land Owners have good right, title, interest and power to enter into this Agreement with the Developer for the purpose contained in these presents.
- b. The Land Owners hereby further undertake that the Developer shall be entitled to construct and complete the proposed building in the said Premises, more fully described in the First Schedule hereunder as per the Building Plan, to be sanctioned by The Kolkata Municipal Corporation at the cost and expense of the developer.
- c. The Land Owners further covenants that there is no excess vacant land within the meaning of Urban land (Ceiling & Regulation) Act. 1976.
- d. The Developer is entering into this Agreement, on the basis of the representation made by the Land Owners that they are the absolute owner of the said property having indefeasible right and title of premises thereunto.

Covenants: -

1. Developer to apply for and obtain permissions and sanctions plan preferably within a period of six months from the date of execution of this development agreement and if possible, obtain any amendment/modification of the plan from Kolkata Municipal Corporation.
2. Developer to get sanction from the **RERA** authority if the approval of the said authority is at all required necessary for the purpose of adherence of law.
3. The parties herein will abide by articles hereunto written in this agreement and all other terms and conditions concomitant to this indenture. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the said property or any part thereof to the Developer or as creating any rights, title, interests or possession in respect thereof the Developer other than an exclusive license to the Developer to residentially/commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new building in the manner hereinafter stated.
4. This agreement commences and shall be deemed to have commenced with effect from the date of execution of this indenture and shall remain valid or in force as per the tenure specifically mentioned in this agreement.
5. The proportionate ratio of owner's allocation and developers' allocation will be 60:40 in the proposed G+4 building. It is pertinent to mentioned here that, the Land Owners of the Scheduled property herein will be allotted up-to the Third Floor of the proposed Building (60% of the Constructed Floor Area), The Fourth Floor will exclusively be the allocation of the Developer herein named (the Land Owners/or their legal heirs/or successors/or executors/or administrators/or legal representatives /or assignees shall never claim upon that particular constructed Fourth Floor in future). If the Competent authority will allow and sanction the additional floor upon the roof of the Fourth Floor i.e., Fifth Floor then the Owners will be allotted 50% share of that particular Fifth Floor.

6. The developer is bound to hand over the owner's allocation as mentioned in this indenture and will procure the Completion Certificate from the competent authority. If the developer fails to secure the completion certificate it will be treated as breach of contract thereby the landowners will have every right to cancel this agreement and the developer will bound to pay the compensation for the damage done to the landowners as per the demands of the landowners.
7. The landowners will also have every right to appoint architect/ engineer / technical person to visit the construction site and to inspect the construction works as will be carried on by the developer to satisfy themselves that construction is going on as per the specification as mentioned in this indenture and if any adverse is found which will affect the interest of the landowner, the same will be treated as breach of contract and the development agreement will be rescinded giving a proper notice to the developer.
8. It is pertinent to mention here that the developer cannot transfer or assign this agreement under any circumstances whatsoever to any third party, if situation arises, the developer will otherwise hand over the project to the owner with landowner's terms.
9. Modification of Building Plans: Any amendment or modification to the building plan, as suggested by the Architect, may be made or caused to be made by the developer, with the prior permission, intimation and knowledge of the owner/his representative, within the permissible limits of the Planning Authorities and after amendment and modification or revision of the sanctioned building if any floor area is increased the landowner will be entitled to get share of the added floor area proportionately.
10. The Land Owners shall grant to the Developer and/or its nominated person a General Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permissions and sanctions from different authorities in connection with the construction of the building and also for pursuing and following up the matter with concerned Municipality and other authorities including for the purpose of entering into an deed of conveyance in connection with the sale of the flat/flats out of the Developer's allocation and be it be noted that after first delivering the possession of owner's allocation satisfactorily in habitable condition the developer will be permitted/entitled to execute the sale deed in respect of the developer's allocation.

11. That proper and specific demarcation of owner's allocation and developer's allocation to be mutually done by the parties herein after the building plan to be sanctioned by the competent authority and thereby executing and/or registering a supplementary agreement to that effect for their better enjoyments and thereby if any dispute and differences arise the landowner's decision will be final.
12. The developer shall complete the entire process of development of the said premises as per the time stipulated in this instant development agreement, if adverse to the same is happened it will be treated as breach of contract thereby the landowner will have every right to cancel this agreement and the developer will be bound to pay the compensation for the damage done to the landowners as per the demands of the landowners.
13. The developer shall be responsible for marketing of the units in the building out of developer's allocation. The marketing strategy, budget, selection of publicity material, media etc. in respect of the developer's allocation shall be decided by the developer with the consent of owners.
14. Cancellation: In the event of breach of any of the article of this agreement the landowner only can cancel or rescind this indenture and may appoint an arbitrator thereby to reconciliation of the disputes.
15. The original deeds/certified copies and photocopies of all relevant title deed, chain deeds and documents in respect of ownership and possession of the owners will be kept under the custody of the developer exclusively. On demand of the landowner the same shall be handed over to the landowner at the point of necessity for time to time, after completion of the work of the said original documents, the developer should immediately hand over the said original documents to the landowners/his representatives.
16. The developer shall have full power and authority to sell the developer's allocation in respect of said multi-storied building to any intending purchaser/s at its sole description after first handover the owner's allocation to the landowners in habitable conditions.

17. In absence of and /or non-availability of Sri Nilanjan Dasgupta, the developer will consult with his brother Sri Dipanjan Dasgupta or vice versa, get it approved by him in respect of sanctioned plan, modification to the sanctioned plan and any other matters as and when required.

EXCAVATION, DEVELOPMENT AND COVENANTS THEREOF: -

- i) After execution and registration of instant Agreement, the Land Owners shall put the Developer into Joint possession with them in the said premises and the Land Owners do hereby authorize the Developer for development and construction of the proposed building for residential purpose contemplated these presents and after completion of the proposed (Ground + Four Storied) Building, as per the Building Plan to be sanctioned, the Developer will deliver the possession to the Land Owners of his allocation by issuing Letter of Possession more-fully stated in the Second Schedule herein below and the Developer will be free from the obligation after handing over the Owner's Allocation to the Owner.
- ii) The Developer herein may enter into any Construction Agreement unto any person, organization or firm for development of this property.
- iii) The Developer shall provide any shifting charges to the Land Owners herein.
- iv) The Developer hereby undertakes to complete the construction of the proposed building in accordance with the Plan, to be sanctioned by the authorities consisting of Flats, Car Parking Spaces and common portions etc. at the costs of the Developer and/or at the cost of the proposed buyers by taking advance from them against respective Agreement for Sale.
- v) After completion of construction the Developer shall be entitled to complete the sale of the Flats, Car Parking, etc., to the intending Purchaser/ s out of his allocation, together with proportionate share in the land of the said premises by virtue of Registered Deed of Conveyance to be executed by the Land Owners herein through the Developer, being their constituted Attorney, in favour of the intending Purchaser/s to be confirmed by the Developer herein. It is to be mentioned here that the Land Owners herein will be under strict obligation to take the delivery of the possession of his Owner's Allocation within 30 (Thirty) days from the date of intimation, to be made by the Developer.

- vi) The Developer shall submit the Building Plan (after verification by the Owner) with its modification and / or alteration, if any, to The Kolkata Municipal Corporation and / or to the appropriate authority for its modifications or approval in the names of the Developers for completing construction of the said proposed building at the said premises expeditiously and without any delay with due consent and prior approval of the Land Owners and the Architect herein and all expenses thereto shall be borne by the Developer. In this context, it is to be mentioned here that if the Land Owners will make any modifications or alteration out of their allocation, after getting the required Building Plan, sanctioned from the Competent Authority of The Kolkata Municipal Corporation, then the Land Owners have to bear the expenses for regularization of the same.
- vii) The Developer will be under the obligation to raise the construction of the proposed building, as per the Building Plan, to be sanctioned by the Competent Authority of The Kolkata Municipal Corporation, but during the process of construction, if the Developer will make any deviation, addition and/or alteration, subject to the approval of the Engineer and/or Architect, engaged for the Project and the same must be approved and/or regularized by the Competent Authority of The Kolkata Municipal Corporation, at the costs and responsibilities of the Developer and the Developer will remain positively liable to avail the required Completion Certificate from the Competent Authority of The Kolkata Municipal Corporation at its' own costs, after completion of the construction of the proposed building.
- viii) All applications, plans, papers and documents referred hereinabove for the purpose of obtaining the necessary modification of the building plan/plans for construction of the proposed building, shall be submitted by the Developer in the names of the Developers PROVIDED always that the Developer shall be exclusively liable to bear all such expenses and on behalf of the Land Owners, Developer shall make all payments and / or deposits to the appropriate or Concerned Authority.
- ix) The Land Owners shall render all reasonable assistance or co-operation to the Developer necessary for applying and/or obtaining quotas, permissions, clearance, approvals from the Authority or Authorities concerned and other Authorization required to sign, make, file, amend, prosecute withdraw and/or to follow up the same and/or do all other acts deeds matters and things necessary for such purpose.

- x) The Land Owners and the Developer shall abide by all the terms and conditions contained herein and the Rules and Regulations of the Authorities concerned for its implementation as the case may be and shall attend to answer them.
- xi) Any outstanding payment of rents, rates and taxes etc. before the Competent Authority of The Kolkata Municipal Corporation and B.L. & L.R.O. will be the responsibility of the Developer and the responsibility of regularization of the property in respect of The Kolkata Municipal Corporation and B.L. & L.R.O. for the purpose of materialization of the project will be the responsibility of the Developer and the Land Owners shall assist in all respect towards the same, the Developer will make payment of all payables in respect of the Project during the continuation of the Project and only after getting the possession of the Allocation of the Land Owners, the Land Owners will become duty bound to pay the proportionate share of all payables in respect of their allocation.
- xii) That the Developer shall take all necessary steps to pay all taxes and the outstanding Government Revenue and all other outgoings thereto from the date of handing over possession and previous tax of the said premises till the date of delivery of the Land Owners' Allocation.
- xiii) The Developer will be at liberty to put its' name anywhere in the property by fixing board or by any other method for the purpose of advertisement or to bring the notice of the General Public about the construction and the Land Owners and / or their nominee or nominees will never obstruct in that case, unless the same in any way hurts anybody's interest.
- xiv) That the Land Owners shall have full right and liberty to inspect all the building materials, sanitary goods, electrical fittings and fixtures, etc. which are to be used for construction of the proposed building.

PROPOSED CONSTRUCTION AND COVENANTS THEREOF:

- i) After execution of this Agreement the Developer shall construct the said proposed building in workmanship like manner in accordance with the Building Plan, to be sanctioned by The Kolkata Municipal Corporation with standard building materials and facilities and in conformity with the Building Rules.
- ii) The Developer shall be authorized in the name of the Land Owners in so far as it necessary to apply for and obtain quota, entitlement and other allocation for cement, steel,

bricks and other materials allocable to the Land Owners for the construction of the proposed building and similarly to apply for and obtain temporary and/ or permanent connections of Electricity and Water Supply, if any, necessary for the construction of the proposed building and for all commission and omission in respect of the above, the Developer shall remain responsible and liable.

iii) Barring *force majeure* and / or circumstances beyond its control i.e. flood, earthquake, cancellation of plan, delay in availability of building materials under quota, strike, change in Government policies, any legal or other litigation, the Developer will complete the construction of the said proposed building in the said premises expeditiously within 36 (Thirty Six) Calendar Months from the date of the sanction of building plan from The Kolkata Municipal Corporation, failing which the time for completion of the Building may be extended for a further 06 (Six) months.

iv) The Certification of the Architect so appointed in respect of the quality of the material used in the said building shall be final and binding to the Land Owners as well as the Developer subject to the further inspection of the concerned authority of The Kolkata Municipal Corporation.

v) The Developer, after execution of this document, shall regularize the papers and / or documents in respect of the said property before the Competent Authority of The Kolkata Municipal Corporation and B.L. & L.R.O. and shall also have to get the necessary Mutation and Conversion Certificate, at the cost and expenses of the Developer.

vi) The Developer shall be liable to hand-over the Owners' Allocation in the proposed Building as per specification mentioned in the FIFTH SCHEDULE hereunder written within 24 (Twenty-Four) months from the date of Sanction of Building Plan from the Authority Concern. If the Developer fails to handover the Owners' Allocation within the stipulated period mentioned above the Developer shall be liable to pay the Land Owners' an amount of Rs. 28,000/- (Rupees Twenty-Eight Thousand) only per month as compensation till handing over the Allocation to the Land Owners.

vii) It is pertinent to mention herein that the nature of the Schedule mentioned Landed Property is "SHALI" which should be convert to "VASTU" and after conversion of the proposed land the Developer shall arrange for Sanction Building Plan within 06 (Six)

months. Otherwise, the Land-Owner shall have every right to rescind/ Cancel this Particular Development Agreement.

CONSIDERATION AND COVENANTS THEREOF:

- i) All costs of construction as to be so incurred by the Developer on behalf of the Land Owners shall be deemed to be the payment made by the Land Owners towards the consideration for the permission given by the Land Owners to utilize their land for construction of the proposed building and for the cost of the construction of the Land Owners' allocation in the said proposed building in its habitable conditions and upon making all arrangements to put the Land Owners in occupation in his allocated portion together with proportionate share in the land and the common areas and facilities available in the said proposed Building and the Certificate of the Architect so appointed regarding the completion thereof shall be final and binding upon the parties hereto.
- ii) For the part of the Developer's Allocation as aforesaid in the said proposed building, the Developer shall be entitled to charge a remuneration out of costs for construction to be collected from the proposed buyers of the entire saleable area out of it's allocation in the proposed building to be constructed by the Developer at its own costs and / or at the expenses of the proposed buyers or expected buyers of the flats, garages, spaces, etc., and the Land Owners shall not interfere with the Developer's fixing any rate for construction of the proposed flats, garages, etc., within their allocated portion to the respective Purchaser/s of the said flats and also shall not be entitled to claim any portion thereof.
- iii) That all the expenses in respect of searching and investigation of title of the said premises, documentation, execution and registration thereof shall be borne and paid by the Developer solely.

COMMON FACILITIES AND LIABILITIES AND COVENANTS THEREOF.

- i) After the execution of this Agreement all taxes and other outgoings in respect of the said properties shall be paid and borne by the Developer and there after the Developer shall be liable to pay in proportion for the undelivered and unsold flats out of it's allocation.
- ii) As and from the date of handing over the physical possession of the Land Owners' Allocation of the flats, etc., to the Land Owners, the Land Owners shall be responsible to

pay and bear all rates, taxes, service charges etc., for the common facilities / portions of their allocated portion in the proposed building proportionately and for flats wholly and for the saleable space, under the Allocation of the Developer, as kept by the Developer, the Developer shall be liable for payment of the same in the above manner.

COMMON USE AND ENJOYMENT AND COVENANTS THEREOF:

The Developer herein on transfer of all the flats to the proposed buyers or to any other occupier shall cause to form a Society, making the Owner and the Occupiers of the flats and all the prospective buyers, members thereof for maintenance and management of the proposed building, common portions thereof etc., and the Land Owners herein shall not object to that.

IT IS FURTHER DECLARED AND AGREED BY AND BETWEEN THE PARTIES HEREIN:

- i) The Developer after examination of all documents, which are produced before them, title of the Land Owners and being fully satisfied with the marketable title has entered into this agreement.
- ii) That the Land Owners and the Developer have entered into this Agreement purely on a principal basis and nothing stated herein shall be deemed or constructed as a Partnership between the Developer and the Land Owners nor shall be the Developer and the Owner in any manner constitute as an association of persons and each party shall keep the other indemnified from and against the same.
- iii) After execution of this Agreement, the Developer shall be entitled to enter into Agreement for Sale of self-contained flats and Car Parking Space or any portion of the proposed building out of the Developer's allocation except the Owners' allocation, with any prospective buyer or buyers and the Developer shall also be entitled to receive money as advance and/or part payment of the consideration for the sale of any flat or any portion thereof at the Developer's price at it's own risk and responsibility.
- iv) The Developer will be under the obligation to put the Land Owners into the possession of the Allocation of the Land Owners in full complete condition of the building and the Developer is entitled to put any Third Party / Purchaser / s into the possession, in respect of the Developer's Allocation and/or any part thereof or execute and make the

same registered any type of Deed of Transfer (including Deed of Sale) to and in favour of any intending Purchaser/s, but during the process of construction, the Developer will become entitled to enter into any Agreement for Sale with any intending Purchaser /s in respect of the Developer's Allocation and/or any part thereof and may receive the consideration amount and/or any portion thereof from the intending Purchaser/s at the risk and responsibility of the Developer.

v) The Land Owners shall at the request of the Developer, execute and register with the Competent Authority the required General Power of Attorney, in favour of the Developer, on the strength of which the Developer will become eligible to execute the required Deed or Deeds of Sale of any flat/s or any portion of the said building from the Developer's allocation to every intending or prospective buyer or buyers, on behalf of the Owner and the Developer shall join the said Deed as Developer / Confirming Party.

vi) The Developer shall have absolute right to sell, lease or utilize the entire portion of the said proposed building except the Owners' allocation in lieu of and/or as and by way of cost of construction along with the remuneration of the Developer for the construction of the building, described in the Third Schedule only and the said Developer shall be liable to pay all taxes and outgoings including Income tax thereof for its' transfers and/or assignments.

vii) The Land Owners shall not claim any part of the consideration as may be mentioned in the proposed Deed of Sale in respect of the Developer's allocation to be executed by the Land Owners and the Developer, in favour of any buyer of any flat or any portion thereof together with proportionate share or interest in the land and the Developer shall be entitled to appropriate the entire sale proceeds of the said sale.

viii) The consideration money which will be mentioned in the Deed of Sale executed by the Owner, through their constituted Attorney, in favour of the buyer and/or transferee out of the Developer's allocation or any portion thereof, shall not be treated or considered under any circumstances as income of the Land Owners and the Land Owners shall not be liable to pay any tax in respect of the said money. Subject to the aforesaid, the Land Owners and/or their constituted Attorney shall be liable to execute the Deed of Conveyance for transfer in favour of the prospective buyer or buyers the proportionate share or Interest in the land only.

ix) The Developer shall not be entitled to claim any money from the Land Owners for the construction of the said building and also for Land Owners' allocation.

x) The Land Owners do hereby authorize and fully empower the Developer to prepare and to do all acts deeds and things which will be necessary to be done by the Land Owners for construction of the building, upon the land described in the First Schedule hereunder written pursuant to this Agreement only and in that respect the Land Owners shall execute and register the necessary General Power of Attorney in favour of the Developer to do all the acts, deeds and things in respect of the disposal and execution of the Deeds by the Developer for and on behalf of the Land Owners, as their Attorney, but the right and power of disposal and execution of the Deed / s will be in respect of the Developer's Allocation only.

xi) If any dispute or differences arises between the parties for the implementation of the terms of this agreement or regarding the interpretation of the language of this Agreement or in respect of any of the terms of this Agreement, both the parties shall refer the same to any Arbitrator, the parties hereto both do hereby nominate *in consensus*, whose decision in resolving the matter in dispute shall be binding upon the parties hereto and each of them undertake to abide themselves by such decision and all dispute between the parties herein shall be governed by the Arbitration and Conciliation Act, 1996.

It is to be mentioned here that in case of dissatisfaction and/or disagreeing by the Parties, they or any of them may seek any other relief from any Jurisdictional Court of Law for proper relief on the basis of any applicable Law/s in force.

xii) In case of natural calamity or change of the law or any unforeseen circumstances, not for any act or negligence arising out of the works of the Developer, if the construction of the building will not be completed within the stipulated time or the construction is delayed the time will be extended by the parties on mutually agreed terms as aforesaid.

xiii) The Land Owners shall under no circumstances create any impediment or obstruction to the smooth construction of the building as per the building plan to be sanctioned by The Kolkata Municipal Corporation and render all possible co-operations but the Land Owners shall have access to the construction site for inspection of the progress of the work and in case of any untoward incident or violation of the terms of the

Agreement, the Land Owners will become entitled to take necessary action for the same against the Developer.

xiv) It is hereby agreed that the Land Owners is under the strict obligation to pay up-to-date all the dues and arrears, in respect of the property tax and the Developer shall pay all rent, rates & taxes to the Concerned Authorities after taking the physical possession of the said land property and upon delivery of the possession of the respective portion and/or portions after issuing Letter of Possession and/or executing Sale Deed and/or Deeds to the respective Owner and/or Owner the liability of paying all kinds of rates and/or taxes and/or other outgoing liabilities in respect of the said proposed building will proportionately devolve upon the respective Owner/s.

xv) The Land Owners do hereby give license and permission to the Developer and/or their representative/s, to enter upon the said property described in the Schedule written below or any part thereof as aforesaid with full right and authority to commence, carry on and complete the said construction work thereon in accordance with the permission herein given.

xvi) The Land Owners or his appointed or nominated person/s will be under the obligation to sign and execute from time to time the papers and the necessary applications for layouts, sub-division, construction of the building for the approval by The Kolkata Municipal Corporation or other Authorities but all the costs, charges and expenses including the charges for Architect in this connection shall be borne and paid by the Developer and it shall hereby indemnify and keep indemnified the Land Owners from and against all the actions, suits, proceedings, fines, penalties, fees and all costs, expenses, charges and damages incurred and/or suffered by the Land Owners.

xvii) If necessary, the Land Owners or their nominated or constituted person/s will be under the obligation to sign all the application or papers for seeking necessary permission and sanction by the Competent Authority of the State Govt. under the provisions of the Urban Land (Ceiling and Regulation) Act, of 1976 for the transfer of the said property described in the Schedule hereunder written either by one Deed or as many deeds as required in favour of the Competent Person. However, it will be the responsibility of the Developer to file application and/or applications with the Concerned Authorities and pursue the said application/s and obtain the said permission of the State Government and/or Competent Authority at its own costs, expenses, charges and risks.

xviii) The Land Owners have not agreed, committed or constructed or entered into any Agreement including Agreement for Sale or Lease in respect of the said property with any other Firm or company other than this Developer and that they have not created any mortgage, charge or any other encumbrances of the said property as mentioned herein.

xix) The Land Owners have not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may be prevented or affected in any manner whatsoever.

xx) The Land Owners have not received any notice from the Government nor from any local body or authority or body nor has any type of notice been served upon any of them.

xxi) Simultaneously with the execution of this Agreement the Land Owners shall deliver all the original documents relating to the right, title, interest and possession of them in the said property and the Developer will grant proper receipt to that effect and the Land Owners undertakes to hand-over all such other original documents to the Developer. And after completion of the work of the said original documents, the developer should immediately hand over the said original documents to the landowners/his representative.

xxii) It is assured by the Land Owners that he will give marketable title to the said property relating to the Schedule below and in the event of any disputes over such property the Land Owners will resolve and settle the same at their own cost and expenses but if required the Developer will co-operate the Land Owners keeping themselves within the jurisdiction of Law.

xxiii) The Developer and it's men, agents, engineers, architects, masons, labours, contractors will have free access at the said premises and will take all necessary steps/actions required for implementation of the project by construction of Building on the said property, inviting buyers by putting on banners and advertisement in respect of its allotted portion and also by publication in the paper and the Land Owners will not raise any objection or put any question or ask anything for the same if not prejudiced in any way.

xxiv) The Land Owners further undertakes to execute and register a Power of Attorney in favour of the Developer simultaneously with the execution of this Agreement or afterwards when required conferring authority to dispose of the Developer's allocated portion in the said building by executing and registering Deeds of Sale in favour of intending buyers.

xxv) It is agreed upon that, if for any reason the Land Owners cannot able to register a General Power of Attorney in favour of the Developer or it's nominated person/s.

conferring rights upon it to transfer it's allocated portion, within the said building in favour of the intending buyers by executing and registering Deeds of Sale, the Land Owners undertake to execute and register such Deed of Sale in favour of the intending buyers selected and/or nominated by the Developer with regard to the allotted portion of them in the said proposed building and also proportionate land interest along with the other common facilities and rights of the said building without raising any question and/or objection and/or requisition.

xxvi) The amount realized by the sale proceeds of the Developer's allocation along with the proportionate land interest and common rights and facilities will be considered as consideration money and will get adjusted against the cost of construction of the building and also remuneration for preparation of plans, costs and fees for sanction of the same and other miscellaneous expenses incurred by the Developer (i.e., the same will be adjusted against it's account).

xxvii) In case of death of any of the Parties under this Agreement the legal heirs and/or successor-in-interest will be substituted as the party and he or she or they will be bound to regard and fulfill the terms and conditions set-forth in the instant Agreement.

xxviii) The Developer shall indemnify and keep indemnified the Land Owners against all losses, damages, costs, charges and expenses that will be incurred by or suffered by the Land Owners arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction and vice-versa will happen due to any claim made by any Third Party in respect of the title or possession of the property or otherwise howsoever.

xxix) The Developer shall be entitled to enter into separate contracts in it's own name with building contractors, architect and others for carrying out the said constructional work at its own risk and costs.

xxx) If any accident or mishaps occurs during the construction of the building, the Developer shall be solely liable for the same and in any circumstances, the Land Owners shall not have any liability.

xxxi) If during the mid-way of construction, the work of construction is stopped, by the Land Owners illegally or the Agreement is cancelled by the Land Owners illegally or the Developer is restricted illegally to construct, then the Developer will be at liberty to claim for it's investment, charges for labour, set-up, ideas and profit in addition with the interest

on investment and damages also and then the Land Owners will stand liable to reimburse the same as per the Bill raised on scrutiny, but in case the Developer could not be able to complete the construction within the stipulated period then the Land Owners may cancel the Agreement and then the Developer will remain entitled to get refund of it's investments etc. as mentioned above and to release the Project.

xxxii) If any Supplementary Agreement will be executed subsequently (in connection with this Agreement or with this Project) then that must be considered as the part and parcel of the instant Agreement.

xxxiii) Be it noted that by this Development Agreement the Developer shall only be entitled to receive consideration money by executing Agreement/Final Document for transfer of Property as per provisions laid down in the said documents as a Developer without getting any Ownership of any part of the property under Schedule. This Development Agreement shall never be treated as the Agreement/Final Instrument for transfer of the property between the Owner and the Developer in any way. This clause shall have over reading effect to anything written in these documents in contrary to this Clause.

GENERAL POWER OF ATTORNEY RELATED WITH THIS AGREEMENT FOR DEVELOPMENT

KNOW ALL MEN BY THIS POWER OF ATTORNEY made executed on this 10th day of December, 2024 by

1. SRI DIPANJAN DASGUPTA (PAN: AKUPD6411G; AADHAR: 6851 3172 3508), Son of Late Benoy Dasgupta & Jharna Alias Rama Dasgupta, by Occupation- Service; by Faith- Hinduism, by Nationality Indian,

2. SRI NILANJAN DASGUPTA (PAN: AKWPD4520C; AADHAR: 8243 2494 4720), Son of Late Benoy Dasgupta & Jharna Alias Rama Dasgupta, by Occupation- Service; by Faith- Hinduism, by Nationality Indian, & 3. MISS. MADHUSREE DASGUPTA (PAN: JPOPD7135D; AADHAR: 9962 0650 8310), (a person with Autism, Cerebral Palsy) Daughter of Late Benoy Dasgupta & Jharna Alias Rama Dasgupta represented by her legal guardian SRI DIPANJAN DASGUPTA (PAN:

AKUPD6411G; AADHAR: 6851 3172 3508), & SMT. GAURI DASGUPTA (PAN: BFLPR3152K; AADHAR: 6745 4978 2057), all are residing at A/55, Nandan Kanan, (KMC Premises no. 347, Survey Park,) P.O.- Santoshpur, P.S.- Survey Park, Kolkata- 700 075, SEND GREETINGS:

WHEREAS the executants herein, being the absolute lawful owner of ALL THAT piece and parcel of 8 Kathas 0 Chittacks 25 sq ft more or less comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No. 281, L.R. Khatian No. 1984, 1983 & 1979 under Police Station- formerly Kasba then Purba Jadavpur now Survey Park, KMC Premises No.- 347 Survey Park, having Postal Premises No. Address A/55, Nandan Kanan, within the limits of Kolkata Municipal Corporation Ward No. 109, Kolkata- 700075 District: South 24 Parganas being Assessee No.- 311091303478, more particularly described in Schedule hereto, have entered in to this present "Agreement for Development" with **M/S. POSITIVE VIBES**, a Partnership Firm, having it's Office at 173 & 174, Vivekananda Park, Post Office- Kalikapur, Police Station- Purba Jadavpur (previously Kasba), Kolkata- 700 099, District: South 24-Parganas and being represented by its Partners 1. **SMT. KAMALIKA DEBNATH (PAN- ANBPD7552J; AADHAR-7363 6358 7902;)** wife of Sri Manish Debnath, by Faith- Hinduism, by Occupation- Business, by Nationality- Indian, residing at 173 & 174, Vivekananda Park, P.O.- Kalikapur, P.S.- Purba Jadavpur, Kolkata- 700 099 & 2. **SRI RAJDEEP ROY (PAN- AFXPR8218K; AADHAR NO. 6096 5463 0774)**, Son of Sri Mihir Kumar Roy, by Religion Hinduism, by Nationality- Indian, by Occupation- Business and residing at 45/4/4, Vivekananda Sarani, P.O.- Haltu, P.S.- Survey Park, Kolkata- 700 075, **AND ALSO AT** Flat No. 2A & 2B, Second Floor, 1048, Nayabad, Post Office- Kalikapur, Police Station- Pancha Sayar, Kolkata- 700 099, District: South 24 Parganas, State of West Bengal.

NOW KNOW BY THESE PRESENTS WITNESSTH:

We, **SRI DIPANJAN DASGUPTA** Son of Late Benoy Dasgupta & Jharna Alias Rama Dasgupta, **SRI NILANJAN DASGUPTA** Son of Late Benoy Dasgupta & Jharna Alias Rama Dasgupta, **MISS. MADHUSREE DASGUPTA** (a person with Autism, Cerebral Palsy) daughter of Late Benoy Dasgupta & Jharna Alias Rama Dasgupta, represented by her legal guardian **SRI DIPANJAN DASGUPTA & SMT. GAURI DASGUPTA**, the executants herein, in terms of the aforesaid "Agreement for Development", do hereby nominate constitute and appoint, **M/S. POSITIVE VIBES**, a Partnership Firm, having its Office at 173 & 174, Vivekananda Park, Post Office- Kalikapur, Police Station- Purba Jadavpur (previously Kasba), Kolkata- 700 099, District: South 24-Parganas and being represented by its Partners **1. SMT. KAMALIKA DEBNATH (PAN- ANBPD7552J; AADHAR NO. -7363 6358 7902;)** wife of Sri Manish Debnath, by Faith- Hinduism, by Occupation- Business, by Nationality- Indian, residing at 173 & 174, Vivekananda Park, P.O.- Kalikapur, P.S.- Purba Jadavpur, Kolkata- 700099 & **2. SRI RAJDEEP ROY (PAN- AFXPR8218K; AADHAR NO. 6096 5463 0774),** Son of Sri Mihir Kumar Roy, by Religion Hinduism, by Nationality- Indian, by Occupation- Business and residing at 45/4/4, Vivekananda Sarani, Post Office- Haltu, Police Station-Survey Park, Kolkata- 700 078, District South 24 Parganas West Bengal, **TO BE TRUE AND LAWFUL Attorney** for us in our names and on our behalf to do, execute the following acts deeds and things, in respect of the said premises as mentioned in First Schedule here under, namely:-

1. To lawfully look after, manage, control and supervise the affairs of our property more particularly mentioned in the First Schedule hereto in our name and on our behalf.
2. To appoint Plan maker or Architect, to prepare a Building Plan and/or Building plans for the construction of Building on the Said Premises as delineated in the Schedule hereto, and to sign on our behalf, on the said plan or plans and all drawings sketches, maps and other relevant documents, declarations and Deed of Gift/s, if any in favour of

- The Kolkata Municipal Corporation, if necessary for the sanction of the said Plan/s, and to submit the same before The Kolkata Municipal Corporation, for the sanction of such plan or plans along with the fees for the same, and/or to resubmit the plans for alteration, amendment and/or modification thereof, before the competent authority.
3. To do soil testing, excavation, to construct the building/s as per the plan to be sanctioned, to apply for and obtain temporary or permanent connection of water, electricity, drainage, sewerage and/or power for the said project on the said premises.
 4. To sign and verify all plaints written statements, petitions, objections, claims, counter claims, application for executions, reversions, review new trail or stay of whatsoever manner or nature, memorandum of appeal and generally to do all other lawfully acts and deeds and things related to the above matter/ proceedings for and on our behalf as the said Attorney in it's absolute discretion shall think fit and proper in respect of the schedule mentioned property.
 5. To plan, design, work, manage, control; and supervise the construction of the Building/s at the said premises detailed in Schedule hereto, in accordance to the plan/s sanctioned by the appropriate authority and for that matter, purchase or procure all sorts of building materials, electrical and sanitary fittings and fixture, and to engage the plan makers, designers, architects, engineers, artisan, masons and workmen for the said purpose.
 6. To appear for and on our behalf before the appropriate authorities of The Kolkata Municipal Corporation, Calcutta Improvement trust, Calcutta Metropolitan Development Authority, the C.E.S.C. Ltd, authorities of U.I.C and any local and local and/or statutory authorities and all Govt./Semi Govt. offices and Police Stations and to sign on our behalf all necessary forms, applications, petitions and documents and apply for and obtain sanction, permit, license and all other necessary documents and papers, permanent and temporary supply of services from the above mentioned bodies/ offices as may be required for the building at the above premises.
 7. To institute, commence, prosecute, carry on or defend or resist all suites and other actions and proceedings or be added as a party on be non-suited or withdraw the same concerning our said property or concerning special jurisdiction of the High Court under

Article 226 of the Constitution of India, before Income Tax, Sales Tax, authorities and to sign and verify all complaints, written statements, accounts, petitions, inventories to accept service or all the summons, notices and other judicial processes, to execute any Judgment decree or order and to appoint and engage any solicitor/ Advocate and sign and execute any Vakalatnama or other authority to act and plead.

8. To sign in the Building plan and all the relevant papers and documents in respect of Sanction of Building Plan/revised plan of the said property and represent me before any office of the K.M.C, C.I.T., C. M.D.A., U.L.C. Survey Traffic, Fire Brigade and/ or any other office or offices which may be required for the purpose of sanction of Building Plan in respect of the said property.
9. To lawfully negotiate and contract with any occupier, if any at our said premises and to take lawfully possession of the said premises and to settle the matter with any such occupier and that We don't have any responsibility, accountability and liability for any unlawful events or and that We don't have any responsibility and liability for any unlawful events or proceedings thereof.
10. To deposit necessary fees on our behalf to the appropriate authority for sanction of Building Plan from The Kolkata Municipal Corporation in respect of the said property.
11. To collect the Building Plan and other related papers and documents from The Kolkata Municipal Corporation in respect of the said property on our behalf.
12. To issue forms, brochures, plans and booklets etc. and invite offer from the sale of flat/s, commercial spaces, car parking spaces, or other spaces if any within the limits of the sanctioned plan.
13. To enter into/Agreement for sale with the prospective, intending Purchaser/s, for the sale of parts and/or portions of the said premises, out of the Developer's allocation as delineated in the Third Schedule hereinafter.
14. To appear before the Police Station, both Civil and Criminal Courts, Original and Appellate Jurisdiction of the Ld. High Court, Tribunals, Forums and all the concerning office to be needed for appearance in respect of the said property in our name and on our behalf and to sign all applications, complaints, written statements, objection, demand notice, declaration, affidavit, indemnity bond undertaking etc. and all other lawful and

legitimate matters in our names and all other lawful and legitimate matters in our name and on our behalf and to send notice or summons and/or to receive such notice or summon from all legal authorities for the purpose as stated above.

15. To appoint Advocate, Pleader, Solicitor, agent etc. as and when required for the purpose of defending or prosecuting any case or suit or proceeding before all competent courts of law, Tribunal or before the Hon'ble High Court, both in Criminal and Civil Jurisdiction, Appellate and Original side of the courts.
16. To settle, adjust, compromise, or Compound any dispute or differences with any person or persons, organization etc. regarding our said property and/or the proposed construction thereof in our name and on our behalf.
17. To sign and receive registered with A/D letter and /or articles and/or any other documents of whatsoever nature in respect of the said premises and/or property written in the schedule herein below and to grant proper effectual receipts in respect thereof.
18. To present any Conveyance for registration, to admit execution and receipt of consideration before the Sub-Registrar or Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things necessary for conveying the said property within the Developer's allocation as mentioned in the third Schedule hereinafter, or any portion thereof, to the purchasers as fully and effectually in all respect as We could do the same by ourselves.
19. To sign, execute, admit, execution of and present for registration and register Sale Deed, Release Deed, Exchange Deed, Mortgage Deed and all Deed of Conveyances or Agreement/s on our behalf in respect of the Sale of the said property or any portion thereof within the Developer's allocation as mentioned in the Third Schedule hereinafter, in favour of the intending purchaser/s before the competent Registering Authority and have the registered according to law, which We could do the same ourselves.
20. AND GENERALLY, to do lawfully all acts, deeds and things in connection with the aforesaid property or any part thereof and for better exercise of the Authorities herein contained, which I could have lawfully done by our own hands and seals, if present.

And We the executants hereby, agree to ratify and confirm all and whatever other act or acts the said attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the above under and by virtue of this deed notwithstanding no express power in that behalf is hereunder provided. And may it be noted that, this Power of Attorney is always revocable in nature.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE LANDED PROPERTY)

ALL THAT piece and parcel of 08 Cottah 00 Chittacks 25 sq ft more or less which is physically inherited, measured and obtained as 06 Cottah 08 Chittacks 14 Sq. Ft. more or less comprised under Mouza Santoshpur, J.L.No.22, R.S. Dag No.706/775, L.R. Dag No.803, R.S. Khatian No.281, L.R. Khatian No. 1984, 1983 & 1979 under Police Station- formerly Kasba then Purba Jadavpur now Survey Park, KMC Premises No.- 347, Survey Park, having Postal Premises No. A/55, Nandan Kanan, within the limits of KMC Ward No. 109, Kolkata- 700075, District: South 24 Parganas being Assessee No.- 311091303478

The property is butted and bounded by:

ON THE NORTH : A/55/1, Nandan Kanan
ON THE SOUTH : KMC 15.1 ft and 11.8 ft Black Top Road
ON THE EAST : KMC 11.6 ft Black Top Road
ON THE WEST : Land of Kumar Das

ZONE: NANDAN KANAN

THE SECOND SCHEDULE ABOVE REFERRED TO:

(PARTICULARS OF THE LAND OWNERS'S ALLOCATION)

The **LAND OWNERS'S ALLOCATION** shall mean, the Land Owners / First Parties will be provided 60% area up to 03(Third) Floor out of the total constructed area to be constructed on the basis of the Building Plan, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation -- (except the staircase portion, which shall be common to all the Owners)- TOGETHER WITH the undivided, indivisible,

proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at his own cost or at the cost of his nominees **ALONG WITH** the common users, facilities, amenities, liabilities and It is pertinent to mentioned here that, the Land Owners of the Scheduled property herein will be allotted up-to the Third Floor of the proposed Building (60% of the Constructed Floor Area), The Fourth Floor will exclusively be the allocation of the Developer herein named (the Land Owners/or their legal heirs/or successors/or executors/or administrators/or legal representatives /or assignees shall never claim upon that particular constructed Fourth Floor in future). If the Competent authority will allow and sanction the additional floor upon the roof of the Fourth Floor i.e., Fifth Floor then the Owners will be allotted 50% share of that particular Fifth Floor.

AND

A lump sum non-refundable amount of Rs. 10,00,000/- (Rupees Ten Lakh) only which will be paid by the Developer to the Land Owners herein out of which Rs. 00, 50,000/- (Rupees Fifty Thousand) only will be at the time of execution of this document i.e., this Development Agreement and the balance amount of Rs. 09,50,000/- (Rupees Nine Lakh Fifty Thousand) only will be paid at the time of handed over the Owner's Allocation, which is hereinafter referred to as "the **OWNERS' ALLOCATION**".

THE THIRD SCHEDULE ABOVE REFERRED TO:

(PARTICULARS OF THE DEVELOPERS' ALLOCATION)

The "**DEVELOPER'S ALLOCATION**" shall mean the remaining construction area to be constructed on the basis of the Building Plan, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation **TOGETHER WITH** the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed will be of the Developer's Allocation **ALONG WITH** entire **Roof Right** of the proposed G+ 4 Storied building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(PARTICULARS OF THE COMMON AREAS)

1. Boundary walls, parapet walls, common drain, sewerage system, roof & common spaces.
2. Common Staircase.
3. Underground water reservoir, septic tank, overhead tank.
4. Room for Electric Meter and Pump motor.
5. Main entrance gate from public road to the said proposed building.
6. Entrance passage of the building to be the common entrance from Public Road to proposed building.
7. Water connection pipe lines.
8. Common egress and ingress to the other parts of the said proposed building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(GENERAL SPECIFICATION)

STRUCTURE: The structure will be a R.C.C. Structure made up with all types of standard materials. TATA/SRMB/ELEGANT (preferably TATA) to be used for construction. OPC (Ordinary Portland Cement of good make like ACC/Dalmia/Ultratech/Ambuja/JSW to be used for the entire construction including the structure)

WALLS: All the inner & outer walls would be made up with bricks and composition of medium coarse sand and good quality cement as available in the market. The thickness of exterior walls will be 8" and the thickness of the inner walls will be 3" and the thickness of the common walls will be 5". Good quality burnt bricks such as AKHRA and good quality river pit and such as MOGRA to be used for the entire construction.

FLOORING: All the floors (i.e., of rooms, verandah, kitchen & bathroom) will be made by Marbles of 2'x2' / Vitrified Tiles, Dining cum Drawing with white 2'x2' Marble slab / Vitrified Tiles and the Staircases landing will made by Marble.

KITCHEN: Kitchen will be provided with 2'x2' Vitrified Tiles on Floor and dado finish with Glazed Tiles up to 3'-0" from GRANITE Cooking Top and one steel sink will be provided therein and 2 tap connections will be therein kitchen.

BATHROOM: In all the Toilets and W.C. 1'x1' Tiles floor and Dado finish with white glaze tiles of 8"x12" up to the level of 5' from the floor as per the height from the lowest level of the floor top of the Bathroom. All the Bathrooms will be provided with Western Style White colored Commode and Two Tap connections and One Shower Connection and Two Cistern connection. All Sanitary fittings will be made by Standard Quality material as available in the market.

DOORS: All the doors of each of the flats will be Flush Door having wooden frame of Sal wood. The Bathroom will be provided with PVC type door. The Kitchen Shall be open with Dining Room. One Collapsible Gate will be provided in the Main Entrance of the Building.

WINDOWS: All the windows will be so called aluminum sliding window with open pans having the pans fitted with glass. All the windows will be covered by painted M.S. Ornamental Grill.

WALL FINISH: Inside walls will be putty finishing and outside walls will be finished with Cement based paints (Snowcem).

ELECTRICAL FITTINGS & FIXTURES: Each of the Bed & Dining rooms will be provided with 02 numbers of Light points, 01 number of fan point and 01 number of 5 Amp. Plug point & One 15 Amp. Plug Point; the kitchen will be provided with 01 light point and 01 exhaust fan point and one 15 amp. Plug point and the bathrooms will be provided with 01 light point and 01 exhaust fan point and one Geyser Point will be provided and with one 15 amp. Plug point. All Master Bed-Room will be provided one A/c Point. The responsibility for installation of the main / common Electric Meter will be with the Developer i.e., the Second party herein but, the cost of the same shall be proportionately share / borne by the Occupiers / purchasers / Land Owners proportionately.

STAIR: The flooring of the stair case and landings will be finished with Marble having M.S. Grill guard and the walls of the stair case will be finished with Plaster of Paris.

STAIR HEADROOM: The walls of the stair head room will be brick built with lime wash or similar colour wash finishing and having R.C.C. roof, the top of which will be finished with net cement.

OVERHEAD TANK: The overhead tank will be of P.V.C. made of any recognized company available in the market like Sintex, Patton etc.

RESERVOIR: The underground reservoir will be made up with standard brick walls with RCC top slabs.

SEPTIC TANK: The underground septic tank will be made up with standard brick walls with RCC top slabs.

LIFT: Excellent quality lift with Good operational, High uptime and less maintenance cost to be provided.

Wherever it requires the common portions and/or passages will have net cement finishing.

One main Meter will be provided in the building.

The Land Owners and Purchaser/s shall remain liable to bear the separate Meter cost.

A/C line will be charged Rs. 5, 000/- extra per point to be paid by the Land Owners / Purchaser/s if asked for.

: NOTE :

For any extra work other than the specifications the individuals have to bear the extra cost and / or difference of cost.

IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1)

Nilanjan Sil
2/23 Jadavgarh
P.O - Haldi
Kolkata - 700078

1) Nilanjan Das Gupta (SRI NILANJAN DASGUPTA)

2) Dipanjan Das Gupta (SRI DIPANJAN DASGUPTA)

3) Dipanjan Das Gupta (SRI DIPANJAN DASGUPTA)

4) Gowri Das Gupta (SMT. GAURI DASGUPTA)

SIGNATURE OF THE LAND OWNERS

Kamalka Debnath

(2) Abhik Ghosh

Alipore Police Court,
Kol- 27.

(1) _____ (SMT. KAMALIKA DEBNATH)

(2) Sandeep Roy (SRI RAJDEEP ROY)

SIGNATURE OF THE DEVELOPERS

DRAFTED & PREPARED BY:



MANISH DEBNATH

ADVOCATE

REGD. NO. WB- 756 /2001

ALIPORE JUDGES' & CRIMINAL COURT,

KOLKATA- 700 027.

MEMO

RECEIVED from the within named Land-Owner; an amount of Rs. 50, 000/- (Rupees Fifty Thousand) only, out of the total settled consideration amount of Rs. 10, 00,000/- (Rupees Ten Lakh) only, as per the MEMO below: -

RECEIPT

Paid by Various Cheques:

<u>Cheque Nos.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
(i) 031614	24-04-2024	Central Bank of India, Santoshpur	Rs. 50,000/-





(RUPEES FIFTY THOUSAND) ONLY.






WITNESSES:-

- | | |
|--|--|
| (1) <u>Nilanjan Sil</u>
2/23 Jodargach
P.O. - Halthi
Kolkata - 700078 | (1) <u>Nilanjan Dasgupta</u> (SRI NILANJAN DASGUPTA) |
| (2) <u>Abhik Ghoshy</u>
Alipore Police Court
Vol - 27, | (2) <u>Dipankar Dasgupta</u> (SRI DIPANJAN DASGUPTA) |
| | (3) <u>Dipankar Dasgupta</u> (SRI DIPANJAN DASGUPTA) |
| | (4) <u>Gowri Dasgupta</u> (SMT. GAURI DASGUPTA) |

SIGNATURE OF THE LAND OWNERS





	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					






	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					

NAME: SMT. KAMALIKA DEBNATH

SIGNATURE.....*Kamalika Debnath*.....



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					

NAME: SRI. RANDEEP ROY

SIGNATURE.....*Randeep Roy*.....








	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					

NAME: SRI. DIPANJAN DASGUPTA

SIGNATURE *Dipanjan Dasgupta*



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					

NAME: SRI. NILANJAN DASGUPTA

SIGNATURE *Nilanjan Dasgupta*



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					

NAME: SMT. GOURI DASGUPTA

SIGNATURE...*Gouri Dasgupta*



Certificate No.2418784283/COM/LG/1214/1128

Date : 19/07/2023



सत्यमेव जयते

National Trust

For the welfare of persons with Autism, Cerebral Palsy

Mental Retardation and multiple Disabilities

Ministry of Social Justice and Empowerment
(Divyangjan)

Government Of India

16B, Bada Bazar Road, Old Rajinder Nagar, New Delhi - 110060

Phone 011-431-87878

Email: contactus@thenationaltrust.in Website :
thenationaltrust.gov.in



Place: West Bengal, Kolkata

Certificate of Appointment of Legal Guardian

[See Section 14 of National Trust Act 1999] Form -B [See Section 14 of National Trust Act 1999]

*Form of confirmation of appointment of Legal Guardian on application made by (1) a registered organization or (2) parent or relative of the person with disability. The Local Level Committee situated at West Bengal, Kolkata having considered the application made by **DIPANJAN DASGUPTA** for appointment of Legal Guardian for **MADHUSREE DASGUPTA** hereby confirms its decisions as under:*

1. Name of the Ward: **MADHUSREE DASGUPTA**
2. Name of the Legal Guardian: **GAURI DASGUPTA, DIPANJAN DASGUPTA**
3. Address of the Legal Guardian: **A/55, NANDAN KANAN, SANTOSH PUR, KOLKATA-700075**
4. Obligations of the Legal Guardian :
 - Maintenance and Residential Care
 - Management of immovable property
 - Management of movable property



The Legal Guardian shall furnish property details to this Committee as per Form C and Form D specified under the National Trust Rules, 2000.

Place : Kolkata

Date :19/07/2023

Authorized Signature(s)
Commissioner (Disability) West Bengal
(Registration Authority Seal)

Local Level Committee Kolkata

Local Level Committee Kolkata



B.P.A.
NGO/PWD Member



Bhunia
NGO/PWD Member



Government of West Bengal
Office of the

MEDICAL SUPERINTENDENT CUM VICE PRINCIPAL
CALCUTTA NATIONAL MEDICAL COLLEGE & HOSPITAL
24, GORACHAND ROAD, KOLKATA - 700014



TO WHOM IT MAY CONCERN

This is to certify that a candidate named MADHUSREE DASGUPTA, Daughter of Lt. Binoy Dasgupta Date of Birth 05/05/1979, Age 44 Years, Female, Registration No. EN/2023/12/097950, UDID No:-WB1680919790004377, Resident of A/55 NANDAN KANAN, SANTOSH PUR-700075, District- Kolkata, Whose photograph affixed above, and I am satisfied that She is a case of INTELLECTUAL DISABILITY and "HE/ SHE UNABLE TO EARN A LIVING DUE TO HIS/HER DISABILITY" (In reference of HFW-42011(99)/8/2022-ADMIN SEC(DHS) - Dept. of H&FW/MH/A-18 DATED 16-03-2022 issued by Director of Health Services, Govt. of West Bengal.)



Lt I of Madhusree Dasgupta

Candidate Left Thumb Impression/Signature

Name:

Binoy Ghosh

Binoy Ghosh
(SECRETARY)
Member Disability Board
Department of Psychiatry
Calcutta National Medical College
& Hospital, Kolkata-14

Qualification/Designation of the Specialist
MD (Psychiatry)

Place: CNMCH

Date: 6-8-2024

Binoy Ghosh

Signature of issuing Authority/
Chairman of Handicapped Medical Board

Major Information of the Deed




Deed No :	I-1603-20816/2024	Date of Registration	10/12/2024
Query No / Year	1603-3003129685/2024	Office where deed is registered	
Query Date	10/12/2024 1:30:51 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SHUBHENDU DAS ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9593100891, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,000/-]		
Set Forth value	Market Value		
Rs. 50,000/-	Rs. 2,74,78,747/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,071/- (Article:48(g))	Rs. 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:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Survey Park, Road Zone : (Nandan Kanan — Nandan Kanan) , , Premises No: 347, , Ward No: 109 Pin Code : 700099

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 :-)		Baslu	8 Katha 25 Sq Ft	50,000/-	2,74,78,747/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
Grand Total :				13.2573Dec	50,000 I/-	274,78,747 I/-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr DIPANJAN DASGUPTA Son of Late BENOY DASGUPTA Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 10/12/2024 ,Place : Office		 Captured	
		10/12/2024	LTI 10/12/2024	10/12/2024

A/55, Nandan Kanan, Now PS - Survey Park, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX3 , PAN No.:: AKxxxxxx1G, Aadhaar No: 68xxxxxxxx3508, Status :Individual, Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 10/12/2024 ,Place : Office

2	Name Mr NILANJAN DASGUPTA Son of Late BENOY DASGUPTA Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 10/12/2024 ,Place : Office	Photo  10/12/2024	Finger Print  Captured LTI 10/12/2024	Signature  10/12/2024
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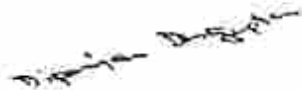


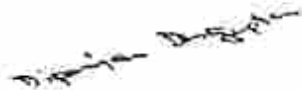


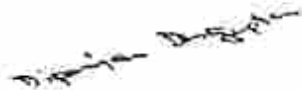
A/55, Nandan Kanan, Now PS - Survey Park, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.:: AKxxxxxx0C, Aadhaar No: 82xxxxxxxx4720, Status :Individual, Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 10/12/2024 ,Place : Office




3	Miss MADHUSREE DASGUPTA Daughter of Late BENOY DASGUPTA A/55, Nandan Kanan, Now PS - Survey Park, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX9 , PAN No.:: JPxxxxxx5D, Aadhaar No: 99xxxxxxxx8310, Status :Lunatic, Executed by: Guardian, Executed by: Guardian
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Developer Details :







Sl No	Name,Address,Photo,Finger print and Signature
1	POSITIVE VIBES 173 AND 174, Vivekananda Park, City:- , P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Date of Incorporation:XX-XX-2XX4 , PAN No.:: ABxxxxxx8H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Guardian Details :

Sl No	Name,Address,Photo,Finger print and Signature				
1	<table border="1"> <tr> <td> Name Mr DIPANJAN DASGUPTA Son of Late BENOY DASGUPTA Date of Execution - 10/12/2024, , Admitted by: Self, Date of Admission: 10/12/2024, Place of Admission of Execution: Office </td> <td> Photo  Dec 10 2024 3:09PM </td> <td> Finger Print  Captured LTI 10/12/2024 </td> <td> Signature  10/12/2024 </td> </tr> </table> <p>A/55, Nandan Kanan, Now PS - Survey Park, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: AKxxxxxx1G, Aadhaar No: 68xxxxxxxx3508 Status : Guardian, Guardian of : Miss MADHUSREE DASGUPTA</p>	Name Mr DIPANJAN DASGUPTA Son of Late BENOY DASGUPTA Date of Execution - 10/12/2024, , Admitted by: Self, Date of Admission: 10/12/2024, Place of Admission of Execution: Office	Photo  Dec 10 2024 3:09PM	Finger Print  Captured LTI 10/12/2024	Signature  10/12/2024
Name Mr DIPANJAN DASGUPTA Son of Late BENOY DASGUPTA Date of Execution - 10/12/2024, , Admitted by: Self, Date of Admission: 10/12/2024, Place of Admission of Execution: Office	Photo  Dec 10 2024 3:09PM	Finger Print  Captured LTI 10/12/2024	Signature  10/12/2024		

2	Name	Photo	Finger Print	Signature
	Mrs GAURI DASGUPTA Wife of Shri DIPANJAN DASGUPTA Date of Execution - 10/12/2024, , Admitted by: Self, Date of Admission: 10/12/2024, Place of Admission of Execution: Office	 Dec 10 2024 3:13PM	 Captured LTI 10/12/2024	 10/12/2024
A/55, Nandan Kanan, Now PS - Survey Park, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: BFxxxxxx2K, Aadhaar No: 67xxxxxxxx2057 Status : Guardian, Guardian of : Miss MADHUSREE DASGUPTA				

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Mrs KAMALIKA DEBNATH Wife of Shri MANISH DEBNATH Date of Execution - 10/12/2024, , Admitted by: Self, Date of Admission: 10/12/2024, Place of Admission of Execution: Office	 Dec 10 2024 3:12PM	 Captured LTI 10/12/2024	 10/12/2024
173 AND 174, Vivekananda Park, City:- , P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: ANxxxxxx2J, Aadhaar No: 73xxxxxxxx7902 Status : Representative, Representative of : POSITIVE VIBES (as PARTNER)				
2	Mr RAJDEEP ROY (Presentant) Son of Shri MIHIR KUMAR ROY Date of Execution - 10/12/2024, , Admitted by: Self, Date of Admission: 10/12/2024, Place of Admission of Execution: Office	 Dec 10 2024 3:12PM	 Captured LTI 10/12/2024	 10/12/2024
45/4/4, Vivekananda Sarani, Second Floor, Now PS - Pancha Sayar, Flat No: 2A , 2B, City:- , P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: AFxxxxxx8K, Aadhaar No: 60xxxxxxxx0774 Status : Representative, Representative of : POSITIVE VIBES (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SHUBHENDU DAS Son of Late RAKHAL CHANDRA DAS Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	10/12/2024	10/12/2024	10/12/2024

Identifier Of Mr DIPANJAN DASGUPTA, Mr NILANJAN DASGUPTA, Mr DIPANJAN DASGUPTA, Mrs GAURI DASGUPTA, Mrs KAMALIKA DEBNATH, Mr RAJDEEP ROY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr DIPANJAN DASGUPTA	POSITIVE VIBES-4.4191 Dec
2	Mr NILANJAN DASGUPTA	POSITIVE VIBES-4.4191 Dec
3	Miss MADHUSREE DASGUPTA	POSITIVE VIBES-4.4191 Dec

Endorsement For Deed Number : I - 160320816 / 2024

On 10-12-2024

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

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

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

Presented for registration at 15:06 hrs on 10-12-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr RAJDEEP ROY..

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,74,78,747/-

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

Execution is admitted on 10/12/2024 by 1. Mr DIPANJAN DASGUPTA, Son of Late BENOY DASGUPTA, A/55, Nandan Kanan, Now PS - Survey Park, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Service, 2. Mr NILANJAN DASGUPTA, Son of Late BENOY DASGUPTA, A/55, Nandan Kanan, Now PS - Survey Park, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Service

Identified by Mr SHUBHENDU DAS, , Son of Late RAKHAL CHANDRA DAS, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 10-12-2024 by Mrs KAMALIKA DEBNATH, PARTNER, POSITIVE VIBES (Partnership Firm), 173 AND 174, Vivekananda Park, City:- , P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075

Identified by Mr SHUBHENDU DAS, , Son of Late RAKHAL CHANDRA DAS, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 10-12-2024 by Mr RAJDEEP ROY, PARTNER, POSITIVE VIBES (Partnership Firm), 173 AND 174, Vivekananda Park, City:- , P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075

Identified by Mr SHUBHENDU DAS, , Son of Late RAKHAL CHANDRA DAS, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Executed by Guardian

1. Execution is admitted by Mr DIPANJAN DASGUPTA, , Son of Late BENOY DASGUPTA, A/55, Nandan Kanan, Now PS - Survey Park, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Service as the guardian of Lunatic Miss MADHUSREE DASGUPTA A/55, Nandan Kanan, Now PS - Survey Park, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075

Identified by Mr SHUBHENDU DAS, , Son of Late RAKHAL CHANDRA DAS, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

2. Execution is admitted by Mrs GAURI DASGUPTA, , Wife of Shri DIPANJAN DASGUPTA, A/55, Nandan Kanan, Now PS - Survey Park, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession House wife as the guardian of Lunatic Miss MADHUSREE DASGUPTA A/55, Nandan Kanan, Now PS - Survey Park, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075

Identified by Mr SHUBHENDU DAS, , Son of Late RAKHAL CHANDRA DAS, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 560.00/- (B = Rs 500.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 528/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB. Online on 10/12/2024 1:44PM with Govt. Ref. No: 192024250309816278 on 10-12-2024, Amount Rs: 528/-, Bank: SBI EPay (SBIPay), Ref. No. 0181344668013 on 10-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,071/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 10249, Amount: Rs.5,000.00/-, Date of Purchase: 09/12/2024, Vendor name: S DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/12/2024 1:44PM with Govt. Ref. No: 192024250309816278 on 10-12-2024, Amount Rs: 35,071/-, Bank: SBI EPay (SBlePay), Ref. No. 0181344668013 on 10-12-2024, Head of Account 0030-02-103-003-02

Bdasyupta

Baishali Dasgupta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered In Book - I

Volume number 1603-2024, Page from 535888 to 535937
being No 160320816 for the year 2024.



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Digitally signed by MD IYARAFIUN GAZI
Date: 2024.12.11 13:08:20 +05:30
Reason: Digital Signing of Deed.

(Md Iyarafiun Gazi) 11/12/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.