

14741/22

I-14821/2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 477650

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

9/11
8-3112337

[Signature]
District Sub-Registrar-II
Alipore, Section 24, Palgunas

11 NOV 2022

DEVELOPMENT AGREEMENT CUM
DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT CUM DEVELOPMENT POWER OF ATTORNEY is made at KOLKATA, on the 9th day of NOVEMBER, 2022

BETWEEN

M/S D. P. Construction
Dhiman Debnath
Partner

1

M/S D. P. Construction
Purnendu Sekhar Das
Partner

07 NOV 2022

5584

No.....Rs. 1000/- Date.....

Name : Purnendu Sekhar Das.



Address : Subhaspally, Regent Estate, KOL-92.

Vendor : Subhankar Das, Alipore Collectorate, 24 Pgs (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

5584 = 1000/-

Purnendu Sekhar Das



15101

9/11/22

Purnendu Sekhar Das



15102

Dhimen Kumar Kati



15103

Nilanjana Sengupta



15104

Nirmimesh Sengupta



15105

K. Sengupta



15106



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. ALIPORE
09 NOV 2022

Identified by me,
Kalyana Mukherjee
100 D V Nagar South 24 Pgs Alipore

1) **SMT. KAJAL SENGUPTA** , PAN NUMBER- BTOPS0116F , Aadhaar Card No.- 4724 1578 4693 , wife of **LATE KAMAL KUMAR SENGUPTA** residing at S-47, **KAMDAHARI PURBAPARA, P.O.- GARIA, P.S.- BANSDRONI, KOLKATA, SOUTH 24 PARGANAS, WEST BENGAL-700084**, by faith **HINDU** , by Occupation **HOUSEWIFE.** , by Nationality **INDIAN**,

2) **SMT. NILANJANA SENGUPTA** , PAN NUMBER- ANCPN9730H , Aadhaar Card No.- 2102 6028 8868 , Daughter of **LATE KAMAL KUMAR SENGUPTA** , wife of **SHRI SUJAY SENGUPTA** residing at - #5022A, **PEC CAMPUS, P.O.- SECTOR-12, P.S.- Sector 11, CHANDIGARH-160012**, by faith **HINDU** , by Occupation **SERVICE.** , by Nationality **INDIAN**,

3) **SHRI. NIRNIMESH SENGUPTA** , PAN NUMBER- EMMPS4588B , Aadhaar Card No.- 8101 4207 5987 , Son of **LATE KAMAL KUMAR SENGUPTA** residing at S-47, **KAMDAHARI PURBAPARA, P.O.- GARIA, P.S.- BANSDRONI, KOLKATA, SOUTH 24 PARGANAS, WEST BENGAL-700084**, by faith **HINDU** , by Occupation **SERVICE** . by Nationality **INDIAN**,

hereinafter **JOINTLY** referred to and called as the "**OWNER/ VENDOR**" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her legal heirs, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART**;

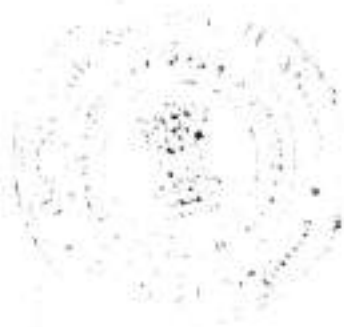
AND

M/S- D. P. CONSTRUCTION , represented by its **PARTNERS**, namely

1) **SHRI. DHIMAN KUMAR KALI**, PAN- BFJPK0951D, Aadhaar Card No. - 2525 1156 9381, son of **MADHUSUDAN KALI**, residing at **S.N. GHOSH**.

M/S D. P. Construction
Dhiman Kumar Kali

Partner



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. AIIBORE
09 NOV 2022

AVENUE, ELAICHI, NARENDRAPUR, WEST BENGAL - 700103 by faith-
HINDU, by Occupation- BUSINESSMAN, by Nationality- INDIAN &

2) SHRI. PURNENDU SEKHAR DAS, PAN- AGTPD0032C , Aadhaar Card
No. - 6090 0352 6465, son of- SHRI CHITTA RANJAN DAS, residing at-
17.A, SUBHASH PALLY, REGENT ESTATE, CIRCUS AVENUE, P.S.-
NETAJI NAGAR, KOLKATA-700092, WEST BENGAL, by Occupation-
BUSINESSMAN, by Nationality- INDIAN, having their place of
business at S.N. GHOSH AVENUE, ELAICHI, NARENDRAPUR, WEST
BENGAL- 700103, hereinafter referred to and called as the ' DEVELOPER '
(which terms or expression shall unless excluded by or repugnant to the context
or subject be deemed to mean and include its Successors-in-Office, legal
heirs/heiress, executors, administrators, legal representatives and assigns) of the
SECOND PART.

WHEREAS, one Late Shantimay Sengupta, Son of Late Prafulla Chandra
Sengupta became the sole and absolute lawful owner of all the piece and
parcel of land , measuring 7 shatak more or less, lying and situated at Mouza -
Kamdahari, Touzi no. -14, J.L.- 49, comprising R.S. Dag no. 858 appertaining
to R. S. Khatian No.-294, C. S. Khatian-514, K.M.C. Premises No.-236,
Kamdahari Purbapara, under K.M.C. Ward-111, P.S.- then Tollygunge, now
Bansdroni, District - South 24 Parganas, along with other properties purchased
from the then lawful owner namely Sarala Sundari Das Gupta in the year 1951,
which is duly registered at Sub - Registrar's office at Alipur and recorded in
Book - I, Volume - 99, pages- from 1 to 4, being Deed no. 5482 of 1951.

AND WHEREAS, Late Shantimay Sengupta, Son of Late Prafulla Chandra
Sengupta also became the sole and absolute lawful owner of all the piece and
parcel of land (hereinafter referred to as the "said property"), more fully
described in SCHEDULE hereunder written as SCHEDULE-A , measuring 8

M/S D. P. Construction
Partner
Purnendu Sekhar Das

M/S D. P. Construction
Partner
Dhiman Kumar (col)

of A. of
State
no. 1
The
D



DISTRICT SUB REGISTRAR-II
SOUTH 24 BCC MADURE
09 NOV 2022

sq.ft., more or less, attached to western boundary of the said land lying and situated at Mouza - Kamdahari, Touzi no. -14, J.L.- 49, comprising R.S. Dag no. 858 appertaining to R. S. Khatian No.-294, C. S. Khatian-514, K.M.C. Premises No.-236, Kamdahari Purbapara, under K.M.C. Ward-111, P.S.- then Tollygunge, now Bansdroni, District - South 24 Parganas, along with other properties purchased from the then erstwhile lawful owner namely SMT. NIRUPAMA SEN in the year 1953, which is duly registered at DIST. Sub - Registrar's office at Alipur and recorded in Book - I, Volume - 15, pages- from 82 to 85, being Deed no. 5492 of 1953.

AND WHEREAS, after Late Shantimay Sengupta died intestate on 29/05/1981, his legal heirs namely, Smt.Bijaya Sengupta (wife), Sri Shyamal kumar sengupta (son), Sri Kamal Kumar Sengupta (Son) And His Three Married Daughters namely- (i)Smt . Kumkum Dasgupta, (ii) Smt. Nandini Roy, (iii)Smt. Gitanjali Dasgupta (Daughters) , became the lawful owners of the 1/6th portion of the said land.

AND WHEREAS, Three Married Daughters namely- (i) Smt. Kumkum Dasgupta, (ii) Smt. Nandini Roy, (iii) Smt. Gitanjali Dasgupta of Late Shantimay Sengupta , through a Gift Deed , as Donors, gifted and became ceased and dispossessed there from absolutely forever of their 3/6th portions of shares of the said Land to their brothers namely Sri Shyamal kumar sengupta (Donee), Sri Kamal Kumar Sengupta (Donee), which is duly registered at DIST. Sub - Registrar's office at Alipur and recorded in Book - I, Volume - 84, pages- from 282 to 287, being Deed no. 5003 of 1985.

AND WHEREAS, Smt. Bijaya Sengupta (wife of Late Shantimay Sengupta), Sri Shyamal Kumar Sengupta (son of Late Shantimay Sengupta), Sri Kamal Kumar Sengupta (Son of Late Shantimay Sengupta) became the sole and

M/S D. P. Construction
Partner
Suresh Sahar

M/S D. P. Construction
Partner
Dhiman Kumar

absolutely
per



DISTRICT SUB REGISTRAR-II
SOUTH 24 PCS ARIPORE
09 NOV 2022

absolute owner of the aforesaid land, through a Deed of Partition the partitioned their portions of shares of the land, which is duly registered at DIST. Sub - Registrar's office at Alipur and recorded in Book - I, Volume - 118, page - 529, being Deed no. 6856 of 1985.

AND WHEREAS, Smt. Bijaya Sengupta (wife of Late Shantimay Sengupta), through a DEED of Family Settlement, has given her share absolutely and solely to her younger son .

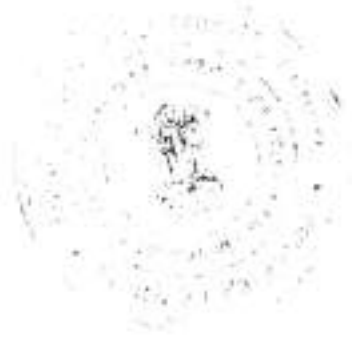
AND WHEREAS, Smt. Bijaya Sengupta (wife of Late Shantimay Sengupta), which is duly registered at DIST. Sub - Registrar's office at Alipore and recorded in Book - I, Volume - 119, pages - from 29 to 34, being Deed no. 6866 of 1985.

AND WHEREAS, after the demise of Smt. Bijaya Sengupta (wife of Late Shantimay Sengupta) on 24/12/1989, Kamal Kumar Sengupta (Son of Late Shantimay Sengupta & Late Bijaya Sengupta) became absolute owner of the portion of share of his mother mentioned herein above.

AND WHEREAS, after Late Kamal Kumar Sengupta (Son of Late Shantimay Sengupta & Late Bijaya Sengupta) died intestate on 09/03/2006, his legal heirs namely, Smt. Kajal Sengupta (Wife), Smt. Nilanjana Sengupta (Daughter) & Sri. Nirimesh Sengupta (Son) became the sole and absolute owner of the aforesaid portion of the said land and have been residing peacefully for a long time there (hereinafter referred to as the "said property"), more fully described in the SCHEDULE-A hereunder written.

M/S D. P. Construction
Partner
Smt. Bijaya Sengupta

M/S D. P. Construction
Partner
Dhiman Kumar Sengupta



DISTRICT SUB REGISTRAR-II
SOUTH 24 P.O. CHENNAI
09 NOV 2022

absolute owner of the aforesaid land, through a Deed of Partition the partitioned their portions of shares of the land, which is duly registered at DIST. Sub - Registrar's office at Alipur and recorded in Book - I, Volume - 118, page - 529, being Deed no. 6856 of 1985.

AND WHEREAS, Smt. Bijaya Sengupta (wife of Late Shantimay Sengupta), through a DEED of Family Settlement, has given her share absolutely and solely to her younger son .

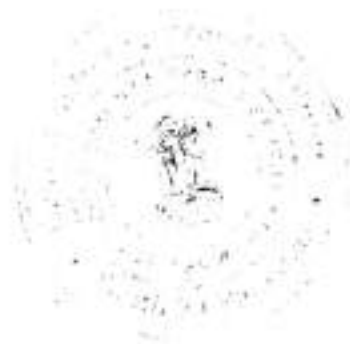
AND WHEREAS, Smt. Bijaya Sengupta (wife of Late Shantimay Sengupta), which is duly registered at DIST. Sub - Registrar's office at Alipore and recorded in Book - I, Volume - 119, pages - from 29 to 34, being Deed no. 6866 of 1985.

AND WHEREAS, after the demise of Smt. Bijaya Sengupta (wife of Late Shantimay Sengupta) on 24/12/1989, Kamal Kumar Sengupta (Son of Late Shantimay Sengupta & Late Bijaya Sengupta) became absolute owner of the portion of share of his mother mentioned herein above.

AND WHEREAS, after Late Kamal Kumar Sengupta (Son of Late Shantimay Sengupta & Late Bijaya Sengupta) died intestate on 09/03/2006, his legal heirs namely, Smt. Kajal Sengupta (Wife), Smt. Nilanjana Sengupta (Daughter) & Sri. Nirimesh Sengupta (Son) became the sole and absolute owner of the aforesaid portion of the said land and have been residing peacefully for a long time there (hereinafter referred to as the "said property"), more fully described in the SCHEDULE-A hereunder written.

M/S D. P. Constructions
Partner
Suman Kumar Das

M/S D. P. Construction
Partner
Suman Kumar Das



DISTRICT SUB REGISTRAR-II
SOUTH 24 Bldg. ALIBORE
09 NOV 2022

AND WHEREAS, the owner herein intends to develop the property by raising a multi-storied building upon the aforesaid property consisting of several self-contained residential flats and other commercial spaces thereon on different measurements and sizes, however, due to lack of experience, manpower, and other difficulties the owner herein could not materialize her said desire and as such they requested the Developer herein to undertake the aforesaid development work on the said property.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the parties hereto on the following terms and conditions:

ARTICLE – I - DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with: -

1.1 OWNER: shall mean the aforesaid

(1) **SMT. KAJAL SENGUPTA**, PAN NUMBER- BTOPS0116F, Aadhaar Card No.- 4724 1578 4693, wife of **LATE KAMAL KUMAR SENGUPTA** residing at S-47, **KAMDAHARI PURBAPARA**, P.O.- **GARIA**, P.S.- **BANSDRONI**, **KOLKATA**, **SOUTH 24 PARGANAS**, **WEST BENGAL-700084**, by faith **HINDU**, by Occupation **HOUSEWIFE**, by Nationality **INDIAN**,

(2) **SMT. NILANJANA SENGUPTA**, PAN NUMBER- ANCPN9730H, Aadhaar Card No.- 2102 6028 8868, Daughter of **LATE KAMAL KUMAR SENGUPTA**, wife of **SHRI SUJAY SENGUPTA** residing at - #5022A, **PEC CAMPUS**, **SECTOR-12**, **CHANDIGARH- 160012**, by faith **HINDU**, by Occupation **SERVICE**, by Nationality **INDIAN**,

M/S D. P. Construction

Partner
Suman Sengupta

M/S D. P. Construction

Partner
Dhiman Kumar

DISTRICT SUB REGISTRAR-II
SOUTH 24th CROSS MADURAI
09 NOV 2022

(3) **SHRI. NIRNIMESH SENGUPTA**, PAN NUMBER- EMMPS4588B ,
Aadhaar Card No.- 8101 4207 5987 , Son of **LATE KAMAL KUMAR SENGUPTA** residing at S-47, KAMDAHARI PURBAPARA, P.O.- GARIA, P.S.- BANSDRONI, KOLKATA, SOUTH 24 PARGANAS, WEST BENGAL-700084, by faith HINDU , by Occupation SERVICE , by Nationality INDIAN and Their respective legal heirs, successors, legal representatives, administrators, executors and assigns and her respective legal representatives, administrators, executors and assigns.

1.2 DEVELOPER : shall mean and include the **M/S- D. P. CONSTRUCTION**, represented by its PARTNERS, namely

(1) **SHRI. DHIMAN KUMAR KALI**, PAN- BFJPK0951D, Aadhaar Card No. - 2525 1156 9381, son of **MADHUSUDAN KALI**, residing at S.N. GHOSH AVENUE, ELAICHI, NARENDRAPUR, WEST BENGAL - 700103 by faith- HINDU, by Occupation- BUSINESSMAN, by Nationality- INDIAN &

(2) **SHRI. PURNENDU SEKHAR DAS**, PAN- AGTPD0032C , Aadhaar Card No. - 6090 0352 6465, son of- **SHRI CHITTA RANJAN DAS**, residing at- 17,A, SUBHASH PALLY, REGENT ESTATE, CIRCUS AVENUE, P.S.- NETAJI NAGAR, KOLKATA-700092, WEST BENGAL, by Occupation- BUSINESSMAN, by Nationality- INDIAN,

its PARTNERS, Their Successors-in-Office, Their legal heirs/heirress, executors, administrators, legal representatives and assigns.

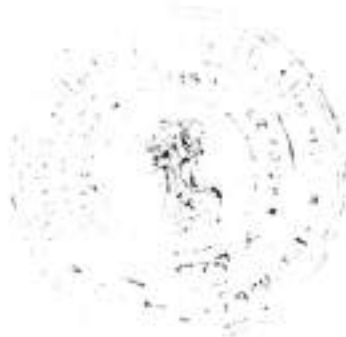
1.3 TITLE DEEDS: shall mean all the documents of title relating to the said land and premises, which shall be handed over and/or handed over in original to the Developer at the time of execution of the agreement.

M/S D. P. Construction

Purnendu Sekhar Das
Partner

M/S D. P. Construction

Dhiman Kumar Kali
Partner



DISTRICT SUB REGISTRAR-II
SOUTH 26 000 AUPORE
09 NOV 2022

1.4 PREMISES/PROPERTY: shall mean ALL THAT piece and parcel of land as described in the "SCHEDULE- A" of this deed described herein below

1.5 NEW BUILDING: shall mean the Multistoried Building (G + upper-storied) as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the K.M.C. .

1.6 COMMON AREA FACILITIES AND AMENITIES: shall mean and include, corridors stair ways, passage ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owners and the Developer.

1.7 COVERED AREA: shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/other facilities etc. It is applicable for individual unit.

1.8 SALEABLE SPACE: shall mean the flat/units/Garage/space in the building available for independent use and occupation of the self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.

1.9 SUPER BUILT UP AREA OF THE FLAT/UNIT/SPACE/GARAGE: shall mean and include the total covered area of the unit plus minimum 20% service area, over the aforesaid total covered area, is applicable for individual unit.

M/S D. P. Construction

Prananda Sekhar
Partner

M/S D. P. Construction

Dhiman Kumar
Partner

1.4 P
/a.



DISTRICT SUB REGISTRAR-II
SOLICITUDINARIO MADRID
C 9 NOV 2022

1.10 BUILDING PLAN: shall mean such plan to be prepared by the Architect/ Engineer/L.B.S. for the construction of the building and to be sanctioned by the K.M.C . Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.

1.11 OWNERS' ALLOCATION shall be 50 % of total constructed area ,i.e., F.A.R(Floor Area Ratio) as per sanctioned plan of the K.M.C. of the proposed Two-storied building together with undivided proportionate share of land and all other common facilities and amenities of the said property and cost for ONE shifting after the Building Plan being sanctioned by the K.M.C. If further escalation is approved by K.M.C. above and beyond 1st Floor, the owners' allocation would be 40 % of the same (as, it will involve huge additional cost at the end of the Developer, hence the Developer would be having 60% F.A.R. of the same).

Description of flats under owners allocation : Considering it to be a Two-storied building building, Owner's allocation would be flat of FRONT portion of ground floor and Back portion of First floor.

All the Flats shall have the undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed building, within their respective units, which is constructed and/or to be constructed as per Building Plan and/or its added and/or Revised Plan, which was be duly sanctioned by the concerned Authority.

1.12 DEVELOPER'S/PROMOTER'S ALLOCATION: shall mean the remaining constructed area after providing the Owners' allocation in the

M/S D. P. Construction

Pravendra Sekhar
Partner

M/S D. P. Construction

Shimon Kumar Kohli
Partner



DISTRICT SUB REGISTRAR-II
SOUTH CANARA DISTRICT MANGALORE
09 NOV 2022

proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities, i.e., 50 % of total constructed area ,i.e., F.A.R. (Floor Area Ratio) as per sanctioned plan of the K.M.C. of the proposed Two-storied building together with undivided proportionate share of land and all other common facilities and amenities of the said property.

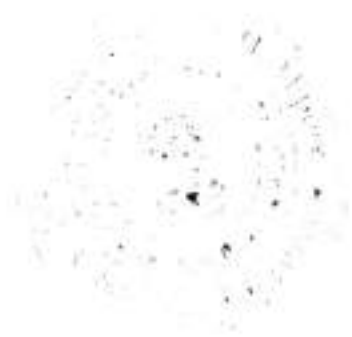
If further escalation is approved by K.M.C. above and beyond 1st Floor, the Developer would be having 60% F.A.R. of the same (as, it will involve huge additional cost at the end of the Developer, hence the Developer would be having 60% & Owners' would have 40 % F.A.R. of the same).

Description of flats under DEVELOPER'S allocation :

Considering it to be a Two-storied building, the Developer's allocation would be save and except the Owner's allocation , i.e., flats on the back side of Ground Floor and Front side/ portion Flat of First floor and If further escalation is approved by K.M.C. above and beyond 1st Floor, the Developer would be having 60% F.A.R. of the same .

All the Flats shall have the undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed building, within their respective Blocks, which is constructed and/or to be constructed as per Building Plan and/or its added and/or Revised Plan, which was be duly sanctioned by the concerned Authority.

1.13 TRANSFER: shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.



DISTRICT SUB REGISTRAR-II
SOUTH MANGALORE
09 NOV 2022

ARTICLE - II : COMMEENCEMENT & DURATION

2. This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the flat/units/Garage/space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners' Association, if required, this Development Agreement will come to an end.

ARTICLE -- III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

3.1 The owner hereby declares that she is the single and absolute owner of the scheduled property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or any structure thereon.

3.2 That the owner hereby agreed that she will not grant lease, mortgage, charge or encumber the scheduled property in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

M/S D. R. Construction
Srujanika Saha
Partner

M/S D. P. Construction
Shivan Kumar Verma
Partner

DISTRICT SUB REGISTRAR-II
SOUTH CANAL MURORE
09 NOV 2022

3.3. That the owner hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land and betterment of project and also for the betterment of title over the Schedule property and the owner also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the owner herein.

3.4. That the owner shall be liable and responsible for litigation, if any arose due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the Developer will be entitled to get cost of litigation from the Landowner, which will be incurred by the developer during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the owners' allocation shall not be considered the delay on the part of the Developer.

3.5 That the owner hereby undertakes to deliver and/or handover all the Photocopies and/or Original of all the Deeds and documents to the Developer at the time of execution of this Agreement and if the Original documents is not delivered in favour of the Developer, then produce all the Original documents, whenever called for production of the same by the Developer.

M/S D. P. Construction

Partner
Srinivas Sathya

M/S D. P. Construction

Partner
Dhiman Kumar Kohli

3.6 The
commerc
Agreemen
sale, lease,
together with
to any third p
this project w
owner's allocati

3.7 The Owner h
Attorney in c

3.6 That the Owner hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the Developer to enter into agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owner will give necessary consent for betterment of this project without raising any objection to that effect save and expect the owner's allocation as mentioned.

M/S D. P. Construction
Partner
Purnendu Sekhan

M/S D. P. Construction
Partner
Dhiman Kumar

3.7 The Owner hereby agrees to execute a Registered Development Power of Attorney in favour of the Developer or its nominated person/s in respect of the Developer's Allocation and also for the purpose of addition, alteration, revision of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owner will put her signature on the Agreement for Sale, Deed of conveyance after delivery of possession of the owner's allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owner herein will join in the Deed of Conveyance as owners for Transfer the Flat to the intending purchaser.

3.8 The owner hereby undertakes not to do any act, deeds or things by which the Developer may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the Developer's Allocation. If the Developer fails to deliver possession of the owners' Allocation within the stipulated period, then the owner will be entitled to get compensation/damages



—

DISTRICT SUB REGISTRAR-II
SOUTH 24 DISTRICT BANGALORE
09 NOV 2022

from the Developer as deemed fit by the Developer. Be it mentioned here that the Time will be essence of the contract.

3.9 That the Owner hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall continue to construct the building exclusively in the name of the Developer/Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owner shall have no financial participation and or involvement. The Developer shall handover the complete habitable peaceful vacant possession of the Owner's Allocation within 18 months from the date of obtaining the Sanctioned Building Plan and such time shall be enhanced and/or extended for any force-majeure, acts of God, lockdowns, pandemic, hindrances due to corona virus etc. and/or other reasons which is or are or shall be beyond control of the Developer and if the Developer will fail or neglect to handover the possession of Owners' Allocation within the said stipulated 18 months from the date of obtaining the Sanctioned Building Plan, then in that case the Owner shall have every right to take legal steps with due process of law. But in any case the completion of the project shall be done latest within 48 months from the date of execution of this Agreement.

**ARTICLE – IV: DEVELOPER'S RIGHTS, OBLIGATION AND
DECLARATION**

4.1 The Developer hereby agreed to complete the multi-storied (G+Upper-storied) building over the property as per plan as sanctioned by the concerned K.M.C, concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of Building will be submitted for sanction before the K.M.C.

M/S. D. P. Construction
Partner
Suresh Sekhar

M/S D. P. Construction
Partner
Shivan Kumar Kohli



DISTRICT SUB REGISTRAR-II
SOUTH 24 PCC, AIHORE
09 NOV 2022

4.2 The Developer hereby declares to take care of the local hazards or accident during the continuation of construction and the owner shall have no liability to that effect.

4.3 All applications plans papers and documents as may be required by the developer for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the developer with due signature of the owner or on behalf of the owners as may be required and all costs expenses and charges be paid by the developer and also for construction of the building thereon and the Developer will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.

The Developer hereby agreed to deliver possession of the owners' allocation in the proposed new building **within aforesaid stipulated months** from the date of execution and Registration of this Agreement, and if required, the owner will further allow aforesaid stipulated months for delivery of possession of the owners' allocation without claiming any damages. *It is also agreed that the delivery of possession of the owners' allocation will be made first and after that the Developer will be entitled to handover possession of the Developer's Allocation* and if required benefits of the parties hereto before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention here that *the Developer will obtain Completion Certificate (C.C.) at its/his own cost expenses* and Photo copy of the same will be given to all the owners/occupiers of the units of the newly constructed building.

4.4 That the notice for delivery of possession of the Owner's Allocation shall be delivered by the developer in writing or through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the owner are bound to take

M/S D. P. Construction
Partner
Sukhvir Singh

M/S D. P. Construction
Partner
Dhiman Kumar Kohli



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. MOORE
09 NOV 2022

possession within 15 days from the date of service of this letter. If the owner fails to take delivery of possession or neglected to do so, then it will be deemed that the owner's allocation already delivered and the Developer shall be entitled to transfer the Developer's Allocation without any further notice. That the owner shall have to clear all the dues, if any due is caused, due to extra work other than the specification of flat as mentioned in the schedule as mentioned below.

4.5 That the Developer shall have every responsibility for the incidents occurred during the course of construction and the Owner shall have no responsibility for the same, if the Owner are not to interfere during the construction and after completion of the building and handover of the same to the Owner and Intending Purchasers, the Developer shall have no liability for any incident occurred in the said Building.

ARTICLE – V. CONSIDERATION & PROCEDURE

5.1 In consideration of the construction of the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as Developer's allocation.

5.2 That if the Developer fails to complete the construction work in respect of the owner's allocation within the stipulated period as stated above, and then the Owner shall have liberty to rescind this Agreement on re-payment of the cost and expenses as well as the consideration money paid by the Developer as per mutual calculation of the parties. Be it mentioned here that time will be essence of the contract.

M/S D. P. Construction
Partner
Srinivas Sathya Das

M/S D. P. Construction
Partner
Shivan Kumar Kohli



DISTRICT SUB REGISTRAR-II
SOUTH MANGALORE
09 NOV 2022

ARTICLE – VI. DEALINGS OF SPACE IN THE BUILDING

6.1 The Developer shall on completion of the building put the owner in undisputed possession in respect of the owner's allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/shops etc.

6.2 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/ units/unit/ space together with right to proportionate share of land excluding the space/units/flat provided under the Developer's Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.

6.3 The Developer shall at his /its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. *The Developer on completion of the building shall obtain Completion Certificate from the Appropriate Authority concerned at its own costs and expenses.*

6.4 That the Developer shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the owner

M/S D. P. Construction

Pranav Sefher
Partner

M/S D. P. Construction

Shivan Kumar Kohli
Partner

DISTRICT SUB REGISTRAR-II
SOUTH 24 DISTRICT, BANGALORE

09 NOV 2022

to the Developer for their respective meters in the individual name(s) of the Owner(s). It is also mentioned that the Developer will fix the sale rate for flat/garages etc. for Developer's allocation without consultation of the owner.

ARTICLE – VII. COMMON FACILITIES

7.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats all the flats' owners will pay due according to their shares.

7.2 As soon as the respective self-contained flat is completed the developer shall give written notice to the owner requiring the owner to take possession of the owner's allocation in the newly constructed building and after 15 days from the date of service of such notice and at all times, thereafter the owner shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owner's allocation the said rates to be apportioned prorata basis with reference to the saleable space in the building if any are levied on the building as whole.

7.3 The Owner and Developer shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and other taxes) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer. The owner hereby agreed that she shall keep each other indemnified against all claims actions demands, costs, charges

M/S D. P. Construction
Suresh Sethi
Partner

M/S D. P. Construction
Shivan Kumar Vaid
Partner

DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS CHENNAI

09 NOV 2022

and expenses and proceeding instituted by any third party or against the owner for the same the developer will be entitled to get damages.

7.4 The owner or her agents or representatives or any third party of the owner's behalf shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer is prevented by the owner without any reasonable and/or justified reason, then the owner or her legal representative(s) shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

ARTICLE – VIII. COMMON RESTRICTIONS

THE OWNER'S ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS:

8.1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

8.2 Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the

M/S D. P. Construction
Sumantha Sathar
Partner

M/S D. P. Construction
Suman Kumar Reddy
Partner



DISTRICT SUB REGISTRAR-II
SOUTH 26TH MILE BANGALORE
09 NOV 2022

competent authority or from municipal / Municipal corporation authority concern in this behalf.

8.3 Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.

8.4 The respective allottees or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

8.5 No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.

8.6 Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about be building or in the compounds corridors or any other portion or portions of the building.

8.7 Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing

M/S P.R. Construction
Partner
Suresh Sathar

M/S D. P. Construction
Partner
Dhanan Kumar Kohli



DISTRICT SUB REGISTRAR-II
SOUTH 26th CROSS ROAD
09 NOV 2022

maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

ARTICLE – IX. OWNER'S DUTY & INDEMNITY

9.1 The owner doth hereby agree and covenants with the Developer not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises and if any such interference or hindrance is caused by the owner or their heirs, agents, servants, representatives causing hindrance or impediments to such construction the owner will be liable to repay entire amount invested by the developer amount will be settled by the parties amicably. It is also further agreed that if the developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contagious land owner, then owner will be liable to pay cost of litigation to the Developer, which will be incurred by the Developer.

9.2 The owner or her legal representative(s) herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the owner shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

M/S D. P. Construction
Partner
Suman Saha

M/S D. P. Construction
Partner
Shivan Kumar Koli



DISTRICT SUB REGISTRAR-II
SOUTH 24 OFF CHENNAI
09 NOV 2022

9.3 It is agreed that the owner will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from the Developer.

9.4 That the owner and their legal heirs hereby declare and undertake that upon the demise of the owner/one of the owners, the legal heir of the said owner/owners will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein.

ARTICLE -- X. DEVELOPER'S DUTY

10.1 That the Developer hereby agrees and covenants with the Owner not to do any act, deed or things whereby the Owner is prevented from enjoying selling disposing of the owner's allocation in the building at the said premises after delivery of Re-possession thereof to the owner and also obtain Completion Certificate (C.C.)/Occupancy Certificate from the competent Authority at its own costs and expenses.

10.2 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developer in relating to the making of construction of the said building. The developer shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of the owner's allocation.



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. AIPORE
09 NOV 2022

ARTICLE - XI. MISCELLANEOUS

11.1 The Owner and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

11.2 As and from the date of getting Completion Certificate of the building the developer and/or its transferees and the owner and/or her transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

11.3 The building to be constructed by the developer shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

11.4 This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

The section headings are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each

M/S D. P. Construction
Partner
Pranesh Sekhar D

M/S D. P. Construction
Partner
Dhiman Kumar Verma



DISTRICT SUB REGISTRAR-II
SOUTH 26 BGS MADHAI
09 NOV 2022

of which shall be deemed an original and all of which together shall constitute one and the same document.

ARTICLE – XII. IMPOSSIBILITY AND FORCE MAJEURE

12. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or resulting from the following force majeure events : (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law or lockdown; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) regional or global epidemics, pandemics, quarantines, and other similar health threats (e.g. corona virus, influenza, etc.); and (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event . The Impacted Party shall give prompt notice of the Force Majeure Event to the other party.

ARTICLE – XIII. ARBITRATION / LEGAL REMEDY CLAUSE

13. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance hereto and/or otherwise shall be referred for

M/S D. P. Construction
Sumantra Saha
Partner

M/S D. P. Construction
Sharon Kumar
Partner



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS ALIPORE
09 NOV 2022

arbitration, which will adjudicated In accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable.

OR

SINCE, this transaction has taken place at KOLKATA, WEST BENGAL. As such, appropriate and competent Courts of SOUTH 24 PARGANAS District shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Agreement.

In case agreement unless it is contrary or repugnant to the context.

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

SCHEDULE-A OF PROPERTY (Said Property)

All That piece and parcel of homestead land measuring about 2 cottahs 7 chhitaks , more or less, together with a two storied structure having approximately 400 Sq.ft each in ground and first floor lying and situated in MOUZA- KAMDAHARI, TOUZI-14, J.L. - 49, R.S. KHATIAN- 294, C.S.KHATIAN-514, DAG NO. - 858, P.S.- BANSDRONI, under KOLKATA MUNICIPAL CORPORATION, Ward no.- 111, K.M.C. PREMISES no.236, KAMDAHARI, PURBAPARA, GARIA, KOLKATA-700084, DISTRICT -SOUTH 24 PARGANAS,, butted and bounded as follows:

On The North: Khagen China's Land & House

On The South; Land Of Common Passage

On The East: Jadunath Sen's Land & House

On The West : Shyamal Sengupta's Land & House.

M/S D. P. Construction

Dhiman Kumar Kaler

Partner

M/S D. P. Construction

Sumendra Sekhar Das

Partner

DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. AIIPORE
09 NOV 2022

(SPECIFICATION OF CONSTRUCTION FOR THE FLATS/UNITS)

Structure: R.C.C. Frame structure with individual footing or raft foundation, piling may or may not be required will be decided as per soil test report.

Brick Work: Outer wall and common wall 8" and 4" brickworks wall respectively with good quality brick in cement mortar joint.

Flooring: Floor will be Marble/Stone or Tiles.

Doors and. Fittings : Al door-frame will be of Sal wood, Main door shutter will be hot press flush door with one side teak ply with necessary fittings and fixtures. Other doors will be hot press flush doors with necessary fittings and fixtures.

Window: Aluminum sliding window with float glass. MS Grill will be put as and where required.

Wall Finishing: Internal walls to be finished with 2 mm thick putty.

Kitchen : Kitchen countertop will be Black stone with steel sink with Branded Coloured tiles dado above the kitchen platform up to 2' height.

#Toilets and Sanitary: All toilets will be provided with Indian/European style water closet and P. V. C. Cistern, Glazed tiles upto 5' height with Branded C.P. fittings.

DISTRICT SUB REGISTRAR-II
SOUTH MADRAS ALIPORE
09 NOV 2022

ELECTRICAL POINT: In Owners' allocated Flat will be provided with the following Electrical point.

All wiring will be done by copper wire.

Bed room each : 1 No. Single bracket point, 1 No. tube light point, 1 No. Fan point, 2 Nos. of ACs Point.

Drawing/ Dining Room : 2 No. Fan point, 1 No. Jhar point, 1 No. tube light point, 1 No. single bracket point, 2 No. 5/15 Amps Plug Point on switch board, 1 No. 15 Amp Plug Point for Freeze, in drawing room, 1 No. 5 Amp for TV/VCR point, 1 No. 15 Amp. plug point for washing machine.

Kitchen: 1 No. light point, 1 No. exhaust Fan Point, 1 No. 15 Amp Plug Point for Mixy and others.

Toilet (Common) : 1 No. light point, 1 No. 5 Amp plug point, 1 no. Exhaust Fan point, 1 No. Geyser point.

Toilet attached : 1 No. light point, 1 no. Exhaust Fan point.

Balcony : 1 No. light point, 1 No. 5/15 Amp plug on Switch board.

Door Entrance: 1 No. Calling. bell point.

Roof / Terrace Finish : Standard water proofing treatment as per ISI code and Concrete/Tile/ protective layer.

Reservoir : Common reservoir one underground and another on the terrace.

* * * * *

M/S D. P. Construction
Partner
Dhiman Kumar Das

DISTRICT SUB REGISTRAR-II
SOUTH 2d DEPT. BANGALORE

• 09 NOV 2022

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS,

WE, (1) SMT. KAJAL SENGUPTA , PAN NUMBER- BTOPS0116F , Aadhaar Card No.- 4724 1578 4693 , wife of LATE KAMAL KUMAR SENGUPTA residing at S-47, KAMDAHARI PURBAPARA, P.O.- GARIA, P.S.- BANSDRONI, KOLKATA, SOUTH 24 PARGANAS, WEST BENGAL-700084, by faith HINDU , by Occupation HOUSEWIFE. , by Nationality INDIAN,

2) SMT. NILANJANA SENGUPTA , PAN NUMBER- ANCPN9730H , Aadhaar Card No.- 2102 6028 8868 , Daughter of LATE KAMAL KUMAR SENGUPTA, wife of SHRI SUJAY KUMAR SENGUPTA residing at - #5022A, PEC CAMPUS, SECTOR-12, CHANDIGARH- 160012, by faith HINDU , by Occupation SERVICE , by Nationality INDIAN,

3) SHRI. NIRNIMESH SENGUPTA , PAN NUMBER- EMMPS4588B , Aadhaar Card No.- 8101 4207 5987 , Son of LATE KAMAL KUMAR SENGUPTA residing at S-47, KAMDAHARI PURBAPARA, P.O.- GARIA, P.S.- BANSDRONI, KOLKATA, SOUTH 24 PARGANAS, WEST BENGAL-700084, by faith HINDU , by Occupation SERVICE. , by Nationality INDIAN, hereinafter JOINTLY referred to and called as the "OWNER/ VENDOR " (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her legal heirs, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART;**

M/S D. P. Construction
Srinanda Sekhar
Partner

M/S D. P. Construction
Dhiman Kumar (col)
Partner

DISTRICT SUB REGISTRAR-II
SOUTH 24, 000, MADURE

09 NOV 2022

WHEREAS WE , the OWNER , are the sole and absolute owner in respect ALL THAT piece and parcel of the land , fully and particularly mentioned in the schedule of this deed , described herein below and is well seized and possessed of the same as absolute owner by without any interruption from any corner whatsoever as free from all encumbrances, decided to develop the aforesaid and below mentioned Schedule property but due to insufficient fund and other sufficient reasons and lack of technical expertise, We , could not construct building on the said plot.

AND WHEREAS we have entered into a Development Agreement with M/S- D. P. CONSTRUCTION , represented by its PARTNERS, namely

(1) SHRI. DHIMAN KUMAR KALI, PAN- BFJPK0951D, Aadhaar Card No. - 2525 1156 9381, son of MADHUSUDAN KALI, residing at S.N. GHOSH AVENUE, ELAICHI, NARENDRAPUR, WEST BENGAL - 700103 by faith- HINDU, by Occupation- BUSINESSMAN, by Nationality- INDIAN &

(2) SHRI PURNENDU SEKHAR DAS, PAN- AGTPD0032C , Aadhaar Card No. - 6090 0352 6465, son of - SHRI CHITTA RANJAN DAS, residing at 17,A, SUBHASH PALLY, REGENT ESTATE, CIRCUS AVENUE, P.S.- NETAJI NAGAR, KOLKATA-700092, WEST BENGAL, by Occupation- BUSINESSMAN, by Nationality- INDIAN, having their place of business at S.N. GHOSH AVENUE, ELAICHI, NARENDRAPUR, WEST BENGAL- 700103, hereinafter called and referred to as the Said Developer, which is duly registered hereby , in the office of the D.S.R-II.,ALIPORE for development of the said land by constructing multi-storied building thereon on the terms and condition and stipulations contained in the said Agreement.

M/S D. P. Construction
Dhirendra Sekhar
Partner

M/S D. P. Construction
Dhiman Kumar Kalu
Partner



DISTRICT SUB REGISTRAR-II
SOUTH DISTRICT MADHAI
09 NOV 2022

AND WHEREAS one of the conditions contained in the Development agreement is that we shall grant Development Power of Attorney in favour of the said Developer to carry out the Development work and also for transfer the flats/ Garage/units to the intending Purchaser/s from the Developer's Allocation as mentioned in the said Development Agreement and also for execution and registration of the other Registered Deeds and documents for completion of the Development work. We, the owners hereby, therefore appoint the Said Developer, described in this deed above, as our true and lawful Attorney for the purpose hereinafter mentioned and vesting him with the power and authorities to act and to perform as herein contained.

Terms and Conditions of Development Power:

1. To look after, manage, control, supervise and protect the said property in such manner as my said Attorney shall think fit and proper.
2. To cause necessary drafting work, preparing Building plan, boundary declaration, site plan, floor plans, Completion Plan, Amalgamation Plan, specifications of structure, construction of multi-storied building in the said property as well as revised or new plans in respect of such construction and to sign all such building plans, site plan, floor plans, Completion Plan, specifications including revised or new plans or Addition Plan, Alteration Plan and to submit the same before the concerned Municipal Authority for sanction and to observe and perform all the formalities and obligations in connection of the sanction of the said building plan, site plan, floor plans, Completion Plan, specifications, Amalgamation Plan and also to sign Deed of Rectification, Deed of Declaration, Deed of Amalgamation and also with regard to specification and

M/S D. P. Construction
Partner
Purnendu Sekhar

M/S D. P. Construction
Partner
Shivan Kumar

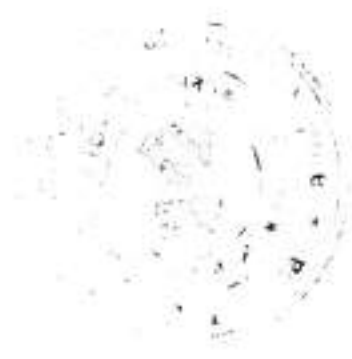
DISTRICT SUB REGISTRAR-II
SOUTH 24 SOC. APPORE

09 NOV 2022

to receive all Plans including sanctioned Building plan, Addition Plan, Alteration Plan, Completion Plan, Completion certificate etc., from the concerned Municipal Authority upon giving proper acknowledgement and or receipts for the same.

3. To appear before and represent me at the office of the B.L. & L.R.O., S.D.L. R.O., A.D.M.(L.R.), District Collector, Revenue Inspector, Urban Land (Ceiling and Regulations) Authority, Service Tax and Income Tax Authority in respect of land and Tax matter and all other acts, statutes, laws, rules and bye-laws in any way in connection with the development of the said property.

4. To negotiate for sale or disposal of the Developer's Allocation as specified in the reference Development Agreement and also for development work in respect of entire Scheduled property, described fully herein below, which includes the Owners' Allocation, and Developer's Allocation, fully described in the reference Development Agreement and also in respect of the proportionate share in the land in the said property, on which the said multi-storied building will be constructed together with all easement and other rights and appurtenances therein with any person or persons at the choice of my said Attorney and/or in respect of the said multi-storied building to be constructed in the said property at such price and on such terms and condition as my/our said Attorney shall think fit and proper and for that purpose, to sign, execute and perfect all easement and other rights and appurtenances therein with any person or persons at the choice of my said Attorney and/or in respect of the said multi-storied building to be constructed in the said property at such price and on such terms and conditions as my said Attorney shall think fit and proper and for that purpose, to sign, execute and perfect all agreement, contracts and other writings and papers relating to the sale lease or disposal as aforesaid containing such covenants and conditions as my said Attorney shall think fit and proper.



DISTRICT SUB REGISTRAR-II
SOUTH 2A BCC ALIPORE

09 NOV 2022

5. To receive all moneys by way of earnest money or initial payment or payments or installments or full payment of consideration money in connection with sale, lease or disposal of flats or units or part of the said multi-storied building, which belongs to the Developer's Allocation as per said Development Agreement as well as proportionate share in the land in the said property and to grant valid and effectual receipts and discharges thereof.

6. To appoint engineers, architects, surveyors, supervisors, caretaker, masons, carpenters, electricians, plumbers, mistries, collies, labourers, durwans and all other persons required for the construction supervision and all other works in connection with the said multistoried building in the said property at such wages, remuneration fees or other payments and no such terms and conditions as my/our said Attorneys shall think fit and proper and to dismiss and discharge all or any of them and to re-appoint any of them.

7. To apply to appropriate authorities for cement, iron, steel and other materials required for construction of the said multi-storied building and to purchase the same at such price and no such terms and conditions as my said Attorney shall think fit and proper.

8. To apply to appropriate authorities for electric connections sanitary, connections, water supply connections, drainage and sewerage connections, temporary or permanently for the said multistoried building in the said property.

9. To pay or cause to be paid all Municipal rates, taxes and other outgoing and impositions payable in respect of the said property during the construction of the said multistoried building.

M/S D. P. Construction
Suresh Sekhar
Partner

M/S D. P. Construction
Shivan Keman Red
Partner

DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. ALIPORE

09 NOV 2022

10. In terms of the said reference **Development Agreement** and to sign and execute all conveyance, deeds or lease or any type of Deed of transfer, Deed of Tenancy, and all other documents and writings in respect of the newly constructed building or any portion thereof or the flats or units in the said multi-storied building, which relates to the Developer's Allocation as mentioned in the Development Agreement stated above as well as the proportionate share of the land in the said property, for sale, lease, mortgage, transfer or disposal of Developer's Allocation on such terms and conditions as my said Attorney shall think fit and proper to admit receipts of consideration and to execute and to register the same according to the provisions of law.

11. In case of acquisition or requisitions either by State Government or Central Government of the said land in the said property as well as the multi-storied building therein or any portions thereof, to file objections and to apply for compensations and such authorities and to receive all compensation and statutory allowance and to grant proper receipts and for the said purpose, to appoint Advocates, solicitors and lawyers and to sign retainers warrants of Attorneys and Vakalatnama.

12. To make representations to Government, Military Railways public bodies and any other bodies, authorities and persons concerned relating to the said property and/or the said multistoried building and all matters relating thereto.

13. To ask, demand sue for recover and receive all moneys, securities for money and things of whatsoever in nature and description now belonging or hereafter to belong to use whether solely or jointly with any other person or persons in connection with the Developer's Allocation in the said property, fully described in reference development agreement, and to give valid and effectual receipts and discharges for the same.

M/S D. P. Construction

Sumande Sakhani
Partner

M/S D. P. Construction

Dhimen Kumar Koth
Partner

DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. MADURE
09 NOV 2022

14. To commence, prosecute, defend and continue all actions suits, appeals and other legal proceeding or which may hereafter be commenced by or against us individual or joint capacity in and outside the union or India in any court of justice, civil criminal or Revenue, both appellate and original, in respect of the said property and to appear before all Magistrates and other officers for the recovery of any debt or other sum of money, right, title interest property matter or thing whatsoever now due or payable or deliverable or in anywise belonging to me/us in respect of the said property by any means or on any means or any account whatsoever to prosecute, defend or discontinue or become non-suited therein to settle, compromise and refer to arbitration any suits, appeal, actions or proceeding to appoint solicitors, council, advocates, pleaders or other legal agents and to sign Vakalatnama and to sign and verify complaints, written statement, petitions and other pleadings and documents to prefer appeals and to apply for reviews and revisions, to apply for execution of decrees and orders to draw money from any court, Accountant General, official receiver or other authorities and to give effectual receipts and discharge for the same and to accept service of writs of summons and other legal process and generally to do and represent me before all courts, Magistrates, and other judicial criminal and revenue authorities in and outside the union of India.

15. To adjust, settle, compromise all disputes, accounts or any other matter regarding my property building or documents, which may arise hereafter between me and any other person, firm or company on such terms as my said Attorney may think fit and proper.

16. To execute and registrar necessary Deed of Conveyance in favour of the intending purchaser or purchasers on my behalf and to present any such conveyance or conveyances for registration to admit, execute before the



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. ALIPORE

09 NOV 2022

registering authority for and to have the said Deed of Conveyance registered in respect of the Developer's Allocation in the said property as per Development Agreement stated above and to do all acts, deeds and things which our said Attorney shall consider necessary for conveying the said property or newly constructed multi-storied building and/or any part thereof on the basis of the aforesaid **Development Agreement** and other things, which my said Attorney shall consider necessary for conveying the said Developer's Allocation in favour of the intending purchaser or purchasers, fully and effectually in all respect as I, could do the same by me personally and/or jointly.

17. Generally, to do all other acts, deeds, matters and things whatsoever in and about the said property and the affairs relating thereto as effectually as I, myself could do personally.

18. I do hereby ratify and confirm and agree and covenant with our said Attorney shall lawfully do or execute or purport to do or execute or about the premises by virtue hereof and hereby declare that every such act deed matter or things lawfully done or execute or purporting to be lawfully done or executed by my said Attorney.

19. I do hereby agree and confirm that my Attorney in every respect if he wanted to do so **and vice-versa** in respect of every affair of the below mentioned scheduled property including having authority to sign solely as developer.

20. Any dispute arising out of or in any way touching or concerning this Power, as such, appropriate and competent Courts of SOUTH 24 PARGANAS District shall have exclusive jurisdiction to entertain any legal action.

M/S D. P. Construction
Partner
Prananda Sekhar Das

M/S D. P. Construction
Partner
Shimen Kumar Das

DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. BANGORE

09 NOV 2022

In case agreement unless it is contrary or repugnant to the context.

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

THE SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

All That piece and parcel of homestead land measuring about 3 cottahs 6 chhitaks , more or less, together with structure having approximately 400 Sq.ft each in ground and first floor lying and situated in MOUZA- KAMDAHARI, TOUZI-14, J.L. - 49, R.S. KHATIAN- 294, C.S.KHATIAN-514, DAG NO. - 858, P.S.- BANSDRONI, under KOLKATA MUNICIPAL CORPORATION, Ward no.- 111, K.M.C. PREMISES no.236, KAMDAHARI, PURBAPARA, GARIA, KOLKATA-700084, DISTRICT - SOUTH 24 PARGANAS, ,

butted and bounded as follows:

On The North: Khagen China's Land & House

On The South: Land Of Common Passage

On The East: Jadunath Sen's Land & House

On The West : Shyamal Sengupta's Land & House.

M/S D. P. Construction
Partner
Suman Saha

M/S D. P. Construction
Partner
Shiman Kumar



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS & IPORE
09 NOV 2022

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day mentioned above, **SIGNED SEALED AND DELIVERED,**

Gayatri Sengupta
Nilanjana Sengupta
Nirmimesh Sengupta

.....
Signatures of the Owners / PRINCIPAL

Dhiman Kumar (cont.)
Parvada Sekhar Das

.....
Signatures of the Developer / Constituted Attorney

In the presence of the following WITNESSES:-

1) NAME Sudhir Ranjan Chakraborty SIGNATURE [Signature]
ADDRESS 7/69 Netaji Nagar, Kol-92.

2) NAME Arghya Mukherjee SIGNATURE [Signature]
ADDRESS 105, R.X. Nagar, Garia, Kol-84

Drafted by me,

Arghya Mukherjee

ARGHYA MUKHERJEE

ADVOCATE | HIGH COURT, CALCUTTA












M/S D. P. Construction
Parvada Sekhar Das
Partner

M/S D. P. CONSTRUCTION
Dhiman Kumar (cont.)
Partner



DISTRICT SUB REGISTRAR-II
SOUTH 24 DISTRICT, MUMBAI
09 NOV 2022












Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					

Name..... Kunal Sengupta

Signature..... K. Sengupta












Thumb 1st finger middle finger ring finger small finger

	left hand					
	right hand					

Name..... Nilanjana Sengupta

Signature..... Nilanjana Sengupta

Thumb 1st finger middle finger ring finger small finger

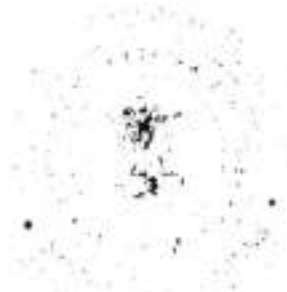
	left hand					
	right hand					

Name..... Nirimesh Sengupta

Signature..... Nirimesh Sengupta

M/S D.P. Construction
Partnership
Sumantra Sengupta An

M/S D.P. Co.
Partnership
Dhiman Kumar Paul



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. ALIPORE
09 NOV 2022












Thumb

1st finger

middle finger

ring finger

small finger

	left hand					
	right hand					

Name Dhiman Kumar Kati

Signature Dhiman Kumar Kati









Thumb

1st finger

middle finger

ring finger

small finger

	left hand					
	right hand					

Name PURNENDU SEKHAR DAS

Signature Purnendu Sekhar Das

Thumb

1st finger

middle finger

ring finger

small finger

PHOTO	left hand					
	right hand					

Name.....

Signature.....

M/S D. P. Construction

Purnendu Sekhar Das
Partner

M/S D. P. Construction

Dhiman Kumar Kati
Partner

DISTRICT SUB REGISTRAR-II
SOUTH M. P. S. MADURAI

09 NOV 2022

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



091120222016614687

GRIPS Payment Detail

GRIPS Payment ID: 091120222016614687 Payment Init. Date: 09/11/2022 14:34:24
Total Amount: 6130 No of GRN: 1
Bank/Gateway: State Bank of India Payment Mode: Online Payment
BRN: CKV3462082 BRN Date: 09/11/2022 14:37:03
Payment Status: Successful Payment Init. From: GRIPS Portal

Depositor Details

Depositor's Name: DHIMAN KUMAR KALI
Mobile: 9830812233

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230166146881	Directorate of Registration & Stamp Revenue	6130
Total			6130

IN WORDS: SIX THOUSAND ONE HUNDRED THIRTY ONLY.

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

M/S D. P. Construction

Dhiman Kumar Kali
Partner

M/S D. P. Construction

Pranab
Partner

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



192022230166146881

GRN Details

GRN: 192022230166146881 Payment Mode: Online Payment
GRN Date: 09/11/2022 14:34:24 Bank/Gateway: State Bank of India
BRN : CKV3462082 BRN Date: 09/11/2022 14:37:03
GRIPS Payment ID: 091120222016614687 Payment Init. Date: 09/11/2022 14:34:24
Payment Status: Successful Payment Ref. No: 2003112337/6/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: DHIMAN KUMAR KALI
Address: S N GHOSH AVENUE
Mobile: 9830812233
Contact No: 9830812233
Depositor Status: Buyer/Claimants
Query No: 2003112337
Applicant's Name: Mr ARGHYA MUKHERJEE
Address: D.S.R. -I I SOUTH 24-PARGANÁS
Office Name: D.S.R. -I I SOUTH 24-PARGANAS
Identification No: 2003112337/6/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 6
Period From (dd/mm/yyyy): 09/11/2022
Period To (dd/mm/yyyy): 09/11/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003112337/6/2022	Property Registration- Stamp duty	0030-02-103-003-02	6070
2	2003112337/6/2022	Property Registration- Registration Fees	0030-03-104-001-16	60
Total				6130

IN WORDS: SIX THOUSAND ONE HUNDRED THIRTY ONLY.

M/S D. P. Construction

Dhiman Kumar Kali

Partner

M/S D. P. Construction
Purnendu Subho Das

Partner








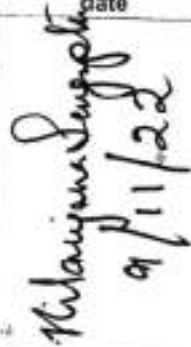


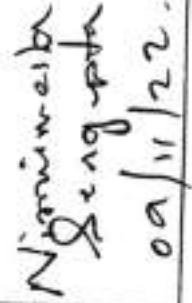


Government of West Bengal

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

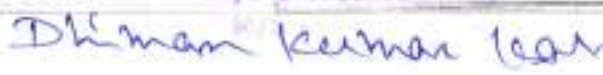
Signature / LTI Sheet of Query No/Year 16022003112337/2022

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

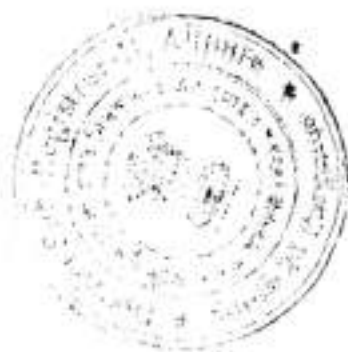
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt KAJAL SENGUPTA S-47, KAMDAHARI, PURBAPARA, City:-, P.O:- GARIA, P.S:- Bansdroni, District:- South 24-Parganas, West Bengal, India, PIN:- 700084	Land Lord			 K. Sengupta 09/11/2022
2	Smt NILANJANA SENGUPTA 5022A, PEC CAMPUS, SECTOR 12., City:-, P.O:- Sector Twelve, P.S:-WEST SECTOR 11, District:-Chandigarh, Chandigarh, India, PIN:- 160012	Land Lord			 Nilanjana Sengupta 09/11/2022
3	Shri NIRMIMESH SENGUPTA S-47, KAMDAHARI, PURBAPARA, City:-, P.O:- GARIA, P.S:- Bansdroni, District:- South 24-Parganas, West Bengal, India, PIN:- 700084	Land Lord			 Nirmimesh Sengupta 09/11/2022

Query No:-16022003112337/2022, 07/11/2022 06:47:39 PM SOUTH 24-PARGANAS (D.S.R. - II)

M/S D. P. Consultancy








Dhiman Kumar Das
Partner


Prasenjit Sekhar Das
Partner



DISTRIGT SUB REGISTRAR-II
SOUTH 24 PGS ALIPORE
09 NOV 2022

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Shri DHIMAN KUMAR KALI S N GHOSH AVENUE, ELACHI, City:-, P.O:- ELACHI, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103	Representative of Developer [D P CONSTRUCTION]			<i>Dhiman Kumar Kali</i> 09/11/22
5	Shri PURNENDU SEKHAR DAS 17A, SUBHASH PALLY, REGENT ESTATE, City:-, P.O:- CIECUS AVENUE, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092	Representative of Developer [D P CONSTRUCTION]			<i>Purnendu Sekhar Das</i> 09/11/2022
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr ARGHYA MUKHERJEE Son of ARUN MUKHERJEE ALIPORE POLICE COURT, City:-, P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Smt KAJAL SENGUPTA, Smt NILANJANA SENGUPTA, Shri NIRNIMESH SENGUPTA, Shri DHIMAN KUMAR KALI, Shri PURNENDU SEKHAR DAS			<i>Arghya Mukherjee</i> 09/11/22

(Suman Basu)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS South 24-Parganas, West Bengal

Query No:-16022003112337/2022, 07/11/2022 06:47:39 PM SOUTH 24-PARGANAS (D.S.R. - II)

M/S D.P. Construction

Dhiman Kumar Kali
Partner

M/S D. P. Construction

Purnendu Sekhar Das
Partner



DISTRICT SUB REGISTRAR-II
*SOUTH 24 PGS. ALIPURJE
09 NOV 2022