

1035/2024

2-10/12/24



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 388617

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

25/01/2024
Q-2000212664/2024
9-10 P.M.

District Sub-Registrar IV
Registrar U/S 7 (B) of
Registration Act 1908
30-1-24

DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT is made and executed on this the 25th day of January 2024
(Two Thousand and Twenty-Four).

M. W. Singh

Harprasad Das

Sudatta Ray

9-10 P.M.
25/1/24

4 AUG 2023

3989

No. ₹ 100/- Date.....

Name : S. K. Lath & Co.

Address : 6A, K. S. Roy Road (Kal-)

Vendor :

Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27

/ M. Wasim



676

/ M. Wasim



677

/ Haraprasad Das



678

/ Indulita Roy



679

Debarish Roy
8/0, Late Gopal Roy
South 24 Pgs
P.O & P.S - Entally
Kol-14



District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

25 JAN 2024

BETWEEN

(1) SRI HARAPRASAD DAS (PAN-AVPPD6126N), son of Late Dilip Kumar Das, by religion - Hindu, by Occupation - retired from service, by Nationality Indian residing at 11/2 Harinath De Road, P.S. Narkeldanga, P.O. - Amherst Street, Kolkata - 700 009 **(2) SMT. SUDATTA ROY (PAN- ADVPR4334G)**, wife of Sri Subir Roy, by religion - Hindu, by Occupation - Business, by Nationality Indian, residing at 25/6/3 Jogendra Basak Road, P.S. & P.O. - Baranagar, Kolkata - 700 036 and **(3) ZAYN BUILDCON (PAN - AAYPW6174B)**, a proprietorship firm having its registered office at 31/1A, Dr. Suresh Sarkar Road, P.O. & P.S. Entally, Kolkata - 700 014, represented by its proprietor **MOHAMMED WASIM (PAN AAYPW6174B)**, son of Md. Nasim, by faith - Islam, by occupation - Business, by Nationality Indian, residing at Premises No. 31/1A, Dr. Suresh Sarkar Road, P.O. & P.S. Entally, Kolkata - 700014, hereinafter jointly referred to as the **"OWNERS"** (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**:

AND

ZAYN BUILDCON PRIVATE LIMITED (PAN - AABCZ9754G) & (CIN - U45200WB2022PTC254373), a Private Limited Company incorporated within the meaning of the Companies Act, 2013 and having its registered office at Premises No. 31/1A, Dr. Suresh Sarkar Road, P.O. & P.S. Entally, Kolkata - 700014, represented by its Director/Authorized Signatory **MOHAMMED WASIM (PAN AAYPW6174B)**, son of Md. Nasim, by faith - Islam, by occupation - Business, by Nationality Indian, residing at 31/1A, Dr. Suresh Sarkar Road, P.O. & P.S. Entally, Kolkata - 700 014 hereinafter referred to as **"THE DEVELOPER"** (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**.





WHEREAS by a Deed of Conveyance dated 5th day of May, 1953 one Sri Ashutosh Poali, mentioned therein as the Vendor and Smt. Promila Sundari Devi, mentioned therein as the Purchaser, the Vendor therein sold, transferred, conveyed **ALL THAT** piece and parcel of land measuring **1 (one) Cottah 12 (twelve) Chittaks** with a two storied building comprised in Dihi Panchanna Gram, Division -III, Sub Division XXII, in Mouza - Bahir Simla Garpara, being Municipal Premises No. 11/2, Hari Nath Dey Road, Police Station - Narkeldanga, Sub - Registry Office at Sealdah, District 24 -Parganas, in favour of the said **Smt. Promila Sundari Devi** which was registered in the office of the Sub Registrar at Sealdah, recorded in Book No. 1, Volume No. 28 Pages from 21 to 26, Being Deed **No. 1065 for the year 1953** for a valuable consideration mentioned therein

AND WHEREAS after such Purchase said Smt. Promila Sundari Devi recorded her name in the office of the Calcutta Municipal Corporation now the Kolkata Municipal Corporation on the land measuring **1 (one) Cottah 12 (twelve) Chittaks** with a two storied building comprised in Dihi Panchannan Gram, Division III, Sub Division - XXXI, in Mouza - Bahir Simla Garpara, being Municipal Premises No. 11/2, Hari Nath Dey Road, Police Station -Beliaghata, now Narkeldanga, Kolkata 700 009, Sub-Registry Office at Sealdah, District 24-Parganas, paying the municipal taxes regularly enjoying the same and free from all encumbrances.

AND WHEREAS said Smt. Promila Sundari Devi was an absolute owner of the said 11/2 Hari Nath Dey Road, Kolkata 700 009 who during her lifetime executed a registered will on the property in favour of her nephew Sri Dilip Kumar Das son of Sri Gopeswar Das, residing at 11/2, Hari Nath Dey Road, Police Station - Beliaghata, now Narkeldanga, Kolkata 700 009 and also bequeathed all her moveable and immoveable properties, which was registered in the Office of the Sub-Registrar at Sealdah, recorded in Book No. I, Volume No. 2, Pages from 49 to 50 -being Deed **No. 49 for the year 1967**.

AND WHEREAS said Smt. Promila Sundari Devi died on 14th day of May, 1978 and after the demise of the said Smt. Promila Sundari Devi, the executor of the said Will, had applied for Probate before the Ld. District Delegate, Alipore, testamentary Jurisdiction being P.L. A. Case **No 89/90** of Act. 39 and said Ld. District Delegate, Alipore, granted Probate on the said Will in favour of Sri Dilip Kumar Das son of Sri Gopeswar Das.

M. Das

Haraprasad Das
Sundatta Roy

AND WHEREAS after the grant of probate by the Ld. District Delegate, Alipore, being P.L. A. Case No 89/90 of Act. 39 said Sri Dilip Kumar Das recorded his name in the office of the Kolkata Municipal Corporation pertaining to the said 11/2 Hari Nath Dey Road, Kolkata 700 009 and paying the municipal taxes regularly enjoying the same free from all encumbrances.

AND WHEREAS the said Sri Dilip Kumar Das who was a Hindu Governed by Dayabagha School of Hindu Law, died intestate on 13th day of June, 1981 leaving him, surviving his wife Mrs. Subrata Das, one son Sri Haraprasad Das and one daughter Smt. Sudatta Das now Roy as his legal heirs and successors and no other person and persons whatsoever and whomsoever.

AND WHEREAS as per Hindu Succession Act, 1956 after the death of Sri Dilip Kumar Das his legal heirs namely Smt. Subrata Das, Sri Haraprasad Das and Smt. Sudatta Das now Roy were the joint owners each having undivided 1/3rd (one third) shares or interest into and upon the said 11/2 Hari Nath Dey Road, Kolkata 700 009.

AND WHEREAS the said Smt. Subrata Das, Sri Haraprasad Das and Smt. Sudatta Roy (nee Das) jointly recorded their names in the office of the Kolkata Municipal Corporation pertaining to the said 11/2 Hari Nath Dey Road, Kolkata 700 009, being land of **1 (one) Cottah 12 (twelve) Chittaks** with a two storied building comprised in Touji No. 1298/283, in Dihi Panchannan Gram, Division III, , in Mouza - Bahir Simla Garpara, being Municipal Premises No. 11/2, Hari Nath Dey Road, under the Kolkata Municipal Corporation, Ward No : 28, Police Station - Beliaghata, now Narkeldanga, Additional District Sub-Registry Office at Sealdah, District- South 24 Parganas, Kolkata-700009 and paying the municipal taxes regularly enjoying the same and free from all encumbrances.

AND WHEREAS by virtue of a Deed of Gift dated 14th June 2019, recorded in Book No. 1, Volume No. 1904-2019, Pages from 280397 to 280428, having being **no. 06005 for the year 2019**, duly registered at the office of A.R.A.-IV Kolkata, said. Subrata Das and Sudatta Roy (nee Das) out of their natural love and affection gifted and transferred their undivided Share of the aforesaid land i.e. **ALL THAT** piece and parcel of land measuring about **7 Chittaks 21**

M. Das

*Haraprasad Das
Sudatta Roy*

sq. ft. be the same a little more or less **TOGETHER WITH** a pucca structure standing thereon having a covered area of **508 sq. ft.** (i.e. **244 sq. ft.** on the ground floor and **264 sq.ft.** more or less covered area on the first floor comprised in Mouza Bahir Shimla Garpara, Touji No. 1298/283, Division-III, Sub Division-XXII, lying and situated at Premises no. 11/2 Harinath De Road, Under P.S.-Baliaghata now Narkeldanga, P.O.-Amherst Street, within the Local Limits of Kolkata Municipal Corporation, Ward No. 28, Kolkata-700009, in the District of South 24-Parganas, unto and in favour of **Sri Haraprasad Das.**

AND WHEREAS by virtue of a Deed of Gift dated 14th June 2019, recorded in Book No. 1, Volume No. 1904-2019, Pages from 280162 to 280194, having **being no. 06006 for the year 2019**, duly registered at the office of A.R.A.-IV Kolkata, said. Smt. Subrata Das out of her natural love and affection gifted and transferred their undivided Share of the aforesaid land i.e. **ALL THAT** piece and parcel of land measuring about **5 Chittaks 27 sq. ft.** be the same a little more or less **TOGETHER WITH** a pucca structure standing thereon having a covered area of **381 sq. ft.** (i.e. **183 sq. ft.** on the ground floor and **198 sq.ft.** more or less covered area on the first floor comprised in Mouza Bahir Shimla Garpara, Touji No. 1298/283, Division-III, Sub Division-XXII, lying and situated at Premises no. 11/2 Harinath De Road, Under P.S.-Baliaghata now Narkeldanga, P.O.-Amherst Street, within the Local Limits of Kolkata Municipal Corporation, Ward No. 28, Kolkata-700009, in the District of South 24-Parganas, unto and in favour of **Smt. Sudatta Roy (nee Das).**

AND WHEREAS by a Deed of Conveyance dated 19th day of June, 1957 Smt. Manimala Seal and Smt. Raghu Bala Dutta, jointly mentioned therein as the Vendors and **Sri Dilip Kumar Das** mentioned therein as the Purchaser, the Vendors therein sold, transferred and conveyed **ALL THAT** a piece or parcel of land measuring **1 (one) Cottah 13 [thirteen] Chittaks 22.5 (twenty two point five) square feet** with one storied building comprised in Touji No. 1298/283, Division - III, Sub Division XXII, in Mouza Bahir Simla Garpara, being Municipal Premises No. 11/1, Hari Nath Dey Road, Police Station Beliaghata, under the Calcutta Municipal Corporation presently under Kolkata Municipal Corporation, District 24 Parganas in favour of the Purchaser which was registered in the Office of the Sub-Registrar Sealdah, District 24 Parganas (said 11/1 property), recorded in Book No. I, Volume No. 29, Pages from

M. Das

*Haraprasad Das
Sudatta Roy*

sq. ft. be the same a little more or less **TOGETHER WITH** a pucca structure standing thereon having a covered area of **508 sq. ft.** (i.e. **244 sq. ft.** on the ground floor and **264 sq.ft.** more or less covered area on the first floor comprised in Mouza Bahir Shimla Garpara, Touji No. 1298/283, Division-III, Sub Division-XXII, lying and situated at Premises no. 11/2 Harinath De Road, Under P.S.-Baliaghata now Narkeldanga, P.O.-Amherst Street, within the Local Limits of Kolkata Municipal Corporation, Ward No. 28, Kolkata-700009, in the District of South 24-Parganas, unto and in favour of **Sri Haraprasad Das**.

AND WHEREAS by virtue of a Deed of Gift dated 14th June 2019, recorded in Book No. 1, Volume No. 1904-2019, Pages from 280162 to 280194, having **being no. 06006 for the year 2019**, duly registered at the office of A.R.A.-IV Kolkata, said. Smt. Subrata Das out of her natural love and affection gifted and transferred their undivided Share of the aforesaid land i.e. **ALL THAT** piece and parcel of land measuring about **5 Chittaks 27 sq. ft.** be the same a little more or less **TOGETHER WITH** a pucca structure standing thereon having a covered area of **381 sq. ft.** (i.e. **183 sq. ft.** on the ground floor and **198 sq.ft.** more or less covered area on the first floor comprised in Mouza Bahir Shimla Garpara, Touji No. 1298/283, Division-III, Sub Division-XXII, lying and situated at Premises no. 11/2 Harinath De Road, Under P.S.-Baliaghata now Narkeldanga, P.O.-Amherst Street, within the Local Limits of Kolkata Municipal Corporation, Ward No. 28, Kolkata-700009, in the District of South 24-Parganas, unto and in favour of **Smt. Sudatta Roy (nee Das)**.

AND WHEREAS by a Deed of Conveyance dated 19th day of June, 1957 Smt. Manimala Seal and Smt. Raghu Bala Dutta, jointly mentioned therein as the Vendors and **Sri Dilip Kumar Das** mentioned therein as the Purchaser, the Vendors therein sold, transferred and conveyed **ALL THAT** a piece or parcel of land measuring **1 (one) Cottah 13 [thirteen] Chittaks 22.5 (twenty two point five) square feet** with one storied building comprised in Touji No. 1298/283, Division - III, Sub Division XXII, in Mouza Bahir Simla Garpara, being Municipal Premises No. 11/1, Hari Nath Dey Road, Police Station Beliaghata, under the Calcutta Municipal Corporation presently under Kolkata Municipal Corporation, District 24 Parganas in favour of the Purchaser which was registered in the Office of the Sub-Registrar Sealdah, District 24 Parganas (said 11/1 property), recorded in Book No. I, Volume No. 29, Pages from

M. A. Das

Haraprasad Das
Sudatta Roy

27 to 33, being Deed No. 1176, for the year 1957 for a valuable consideration mentioned therein.

AND WHEREAS after such purchase said Dilip Kumar Das recorded his name in the office of the Kolkata Municipal Corporation pertaining to the said 11/1 property and paying the municipal taxes regularly enjoying the same free from all encumbrances.

AND WHEREAS the said Dilip Kumar Das who was a Hindu Governed by Dayabagha School of Hindu Law, died intestate on 13th day of June, 1981 leaving him, surviving his wife Smt. Subrata Das, one son Sri Haraprasad Das and one daughter Smt. Sudatta Das now Roy as his legal heirs and successors no other person and persons whatsoever and whomsoever.

AND WHEREAS as per Hindu Succession Act, 1956 after the death of Sri Dilip Kumar Das his legal heirs namely Smt. Subrata Das, Sri Haraprasad Das and Smt. Sudatta Das now Roy are the joint owners each having undivided **1/3rd (one third)** shares or interests into and upon the said 11/1 property..

AND WHEREAS the said Smt. Subrata Das, Sri Haraprasad Das and Smt. Sudatta Roy (nee Das) jointly recorded their names in the office of the Kolkata Municipal Corporation pertaining to the said 11/1 property being land measuring **1 (one) Cottah 13 (thirteen) Chattaks 22.5 (twenty two point five) square feet** with one storied building measuring 285 sq. ft. comprised in Touji No. 1298/283, Division III, Sub Division III, Sub Division XXII, in Mouza -Bahir Simla Garpara, being Municipal Premises No. 11/1, Hari Nath Dey Road, Police Station Beliaghata, Now: Narkeldanga, under the Kolkata Municipal Corporation, Ward No 28, District: South 24-Parganas, Kolkata: 700 009, and paying the municipal taxes regularly enjoying the same and free from all encumbrances.

AND WHEREAS by virtue of a Deed of Gift dated 16th June 2019, recorded in Book No. 1, Volume No. 1904-2019, Pages from 246001 to 246029 Ovide being **no. 05226 for the year 2019**, duly registered at the office of A.R.A.-IV Kolkata, said **Smt. Subrata Das and Sudatta Roy** (nee Das) out of their natural love and affection gifted and transferred their undivided Share of the aforesaid land i.e. **ALL THAT** piece and parcel of land measuring about 7

M. A. Das

Haraprasad Das
Sudatta Roy

Chittaks 39 sq. ft. be the same a little more or less **TOGETHER WITH** a pucca structure standing thereon having a covered area of **354 sq. ft.** comprised in Mouza Bahir Shimla Garpara, Touji No. 1298/283, Division-III, Sub Division-XXII, lying and situated at Premises no. 11/1, Harinath Dey Road, under P.S.-Beliaghata now Narkeldanga, P.O.-Amherstreet, within the Local Limits of Kolkata Municipal Corporation, Ward No. 28, Kolkata-700009, in the District of South 24-Parganas, unto and in favour of **Sri Haraprasad Das**.

AND WHEREAS by virtue of a Deed of Gift dated 16th June 2019, recorded in Book No. 1, Volume No. 1904-2019, Pages from 245976 to 246000 vide being **no. 05227 for the year 2019**, duly registered at the office of A.R.A.-IV Kolkata, said. **Smt. Subrata Das** out of her natural love and affection gifted and transferred their undivided Share of the aforesaid land i.e. **ALL THAT** piece and parcel of land measuring about **5 Chittaks 40.5 sq. ft.** be the same a little more or less **TOGETHER WITH** a pucca structure standing thereon having a covered area of **265.50 sq. ft.** comprised in Mouza Bahir Shimla Garpara, Touji No. 1298/283, Division-III, Sub Division-XXII, lying and situated at Premises no. 11/1, Harinath Dey Road, under P.S.-Beliaghata now Narkeldanga, P.O.-Amherstreet, within the Local Limits of Kolkata Municipal Corporation, Ward No. 28, Kolkata-700009, in the District of South 24-Parganas, unto and in favour of **Smt. Sudatta Roy (nee Das)**.

AND WHEREAS now the said Sri Haraprasad Das and Smt. Sudatta Roy (nee Das) are the joint owners in the ratio of 60:40% of a total land and building situated at Premises Nos.11/1 and 11/2 Harinath De Road, P.S. – Narkeldanga (previously Beliaghata) and P.O. – Amherst Street, Kolkata – 700 009, measuring about **3 (three) Cottahs 9 (nine) Chittacks and 22.5 (Twenty-Two point Five) Square Feet** of land with old building thereon (hereinafter referred to as **"the FIRST PROPERTY"** and more fully mentioned in the Part-I of the FIRST SCHEDULE hereunder written).

AND WHEREAS one **Sri Shankar Kumar Ghosal**, by virtue of a registered deed of sale purchased **All That** piece and parcel of land and structure measuring **3 (Three) Kattahs 12 (Twelve) Chittacks and 2 (two) Square feet** at Premises No.11 Harinath De Road, P.S. Narkeldanga, P.O.-Amherst Street, Kolkata - 700009 (hereinafter referred to as **"the SECOND PROPERTY"** and more fully mentioned in the Part-II of the FIRST SCHEDULE

M. Das

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hereunder written) which is registered in Book No. 1, C.D. Volume No. 8, pages from 5634 to 5645, being **no. 04086 for the year 2013** from the office of the D.S.R.-III SOUTH 24-Parganas, from one Debashish Chatterjee, for the consideration and on the terms and conditions therein mentioned.

AND WHEREAS the Owner No. 3 herein **Zayn Buildcom**, by virtue of a registered deed of sale purchased **the Second Property being ALL THAT** piece and parcel of land and structure measuring **3 (Three) Kattahs 12 (Twelve) Chittacks and 2 (two) Square feet** at Premises No.11 Harinath De Road, P.S. Narkeldanga (previously Beliaghata), P.O.-Amherst Street, Kolkata - 700009 which is registered in Book No. 1, volume No. 1606- 2022 pages from 35757 to 35790, being **no. 160600940 for the year 2022** from the office of the ADSR Sealdah from the said Shankar Kumar Ghosal, which is the adjacent land to the said Smt. Sudatta Das and Sri Haraprasad Das for the consideration and on the terms and conditions therein mentioned.

AND WHEREAS since the **FIRST PROPERTY** and the **SECOND PROPERTY** are adjacent to each other and have common boundary on one side, the Owners herein are desirous of development of the **FIRST PROPERTY** and the **SECOND PROPERTY** jointly for better commercial exploitation and for better commercial benefits of the same by amalgamating the **FIRST PROPERTY** and the **SECOND PROPERTY**, which after amalgamation shall have a total area of **7 (seven) Kattahs 5 (five) Chittacks and 24.5 (twenty-four point five) Sq. ft.** (hereinafter referred to as "**the said Property**") and more fully mentioned in the **SECOND SCHEDULE** hereunder written and accordingly the Owners have agreed to grant to the Developer and the Developer has agreed to accept from the Owners rights of development of the said property, after carrying out all legal steps and procedures including following the procedures of the Kolkata Municipal Corporation subject to terms and conditions of this agreement for development of the said Property.

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the Owners and the Developer as follows:

M. W. Das

Haraprasad Das
Sudatta Ray

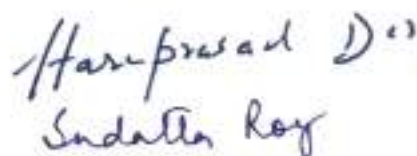
ARTICLE - I
DEFINITIONS

- 1.1 **"ARCHITECT"** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said Project.
- 1.2 **"The BUILDING"** - shall mean and include the proposed G+IV building/(s) comprising of Commercial Ground and Commercial First Floor AND Residential Second, Third and Fourth floor and other areas and spaces to be erected in or upon the land comprised in the said property along with proposed 7 car parking spaces on the ground floor as per the said building plan and as per renewal/extension, revision or modification of the said building plan to be done by the Owners and/or the Developer to complete the project.
- 1.3 **"DEVELOPER"** - shall mean and include the said **ZAYN BUILDCON PRIVATE LIMITED (PAN – AABCZ9754G) & (CIN – U45200WB2022PTC254373)**, a Private Limited Company incorporated within the meaning of the Companies Act, 2013 and having its registered office at Premises No. 31/1A, Dr. Suresh Sarkar Road, P.O. & P.S. Entally, Kolkata – 700014 and its successors or successors in interest and assigns.
- 1.4 **"OWNERS NO.1 AND 2"** - shall mean and include the said **(1) SRI HARAPRASAD DAS, (2) SMT. SUDATTA ROY** and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- 1.5 **"OWNER NO.3"** - shall mean and include the said **ZAYN BUILDCON** a proprietorship firm having its registered office at Premises No. 31/1A, Dr. Suresh Sarkar Road, P.O. & P.S. Entally, Kolkata – 700 014, and his heirs, successors, executors, administrators, legal representatives and assigns
- 1.6 **"OWNERS"** - shall mean and include the said **(1) SRI HARAPRASAD DAS, (2) SMT. SUDATTA ROY** and **(3) ZAYN BUILDCON** and their respective heirs, successors, executors, administrators, legal representatives and assigns.

M. W. Das

Hariprasad Das
Sudatta Roy

- 1.7 **SALEABLE SPACE:** Shall mean the space in the new building/(s) available after providing owner's allocation, for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof and after providing the Owners' allocation.
- 1.8 **THE FIRST PROPERTY: shall mean** Premises Nos.11/1 and 11/2 Harinath De Road, P.S. – Narkeldanga (previously Beliaghata) and P.O. – Amherst Street, Kolkata – 700 009, measuring about **3 (three) Kattahs 9 (nine) Chittacks and 22.5 (Twenty-Two point Five) Square Feet** (more or less) of land with old building thereon owned by the Owners Nos.1 and 2 upon which the development rights are hereby granted to the Developer herein.
- 1.9 **THE SECOND PROPERTY: shall mean** Premises No.11 Harinath De Road, P.S. Narkeldanga (previously Beliaghata), P.O.-Amherst Street, Kolkata - 700009, measuring about **3 (Three) Kattahs 12 (Twelve) Chittacks and 2 (two) Square feet (more or less)** of land with old building thereon owned by the Owner No.3 upon which the development rights are hereby granted to the Developer herein.
- 1.10 **THE SAID PROPERTY/PREMISES:** shall mean an area measuring approximately **7 (seven) Kattahs 5 (five) Chittacks and 24.5 (twenty-four point five) Sq. ft.** situated at Premises Nos.11 Harinath De Road, 11/1 Harinath De Road and 11/2 Harinath De Road, P.S. Narkeldanga (previously Beliaghata), P.O.-Amherst Street, Kolkata - 700009 and more fully mentioned in the **SECOND SCHEDULE** hereunder written, **which is the subject matter of development post amalgamation and which shall mean and include the single premises number to be numbered by the Kolkata Municipal Corporation.**
- 1.11 **THE PROJECT:** shall mean and include the single building and other areas and spaces to be erected in or upon the land comprised in the said property after amalgamation, as per the said building plan and including renewal/extension, revision or modification of the said building plan.

Hariprasad Dasgupta
Sudatta Roy

- 1.12 OWNERS' NO.1 AND 2 ALLOCATION TO BE SHARED BETWEEN THE OWNERS' NO.1 AND 2 IN THE 60:40%:** On completion of proposed new building as per building plan shall mean and include demarcated ownership of 25% of the sanctioned Commercial Area (Carpet Area) and demarcated ownership of 25% of the sanctioned Residential Area (Carpet Area), along with 2 car parking spaces on the ground floor of the proposed G+IV building as per the sanctioned plan as per location first preferred by the Owner Nos. 1 & 2 hereinafter morefully described in the "**Third Schedule**" hereunder written and proportionate share in the common portions and facilities and like undivided proportionate share in the land comprised in the said Property shall absolutely belong to the **Owners No.1 and 2** herein together with equivalent share in the roof and any right of construction thereupon subject to necessary approval and permission required from any Competent Authority together with benefit of like share in any additional area sanctioned. The said Commercial Area allocation shall be provided by the Developer to the **Owners No.1 and 2** as per location first preferred by the Owner Nos. 1 & 2 of the proposed new building and the Residential Area allocation shall be provided by the Developer to the **Owners No.1 and 2** on the **Third Floor** of the proposed new building. However in case the said allocated portion is not consumed in either on the First and the Third Floor then it shall be adjusted in the remaining portion of the proposed building upon mutual understanding of both the parties herein and also in case any additional area, which is more than the said 25% allocation, is arrived, then the **Owners No.1 and 2** agree to pay the proportionate construction costs to the Developer.
- 1.13 OWNER NO. 3 ALLOCATION:** On completion of proposed new building as per building plan shall mean and include demarcated ownership of 25% of the sanctioned Commercial Area (Carpet Area) and demarcated ownership of 25% of the sanctioned Residential Area (Carpet Area), along with remaining car parking spaces on the ground floor of the proposed G+IV building as per the sanctioned plan hereinafter morefully described in the "**Fourth Schedule**" hereunder written and proportionate share in the common portions and facilities and like undivided proportionate share in the land comprised in the said Property shall absolutely belong to the **Owner No.3** herein together with equivalent share in the roof and any right of construction thereupon subject to necessary approval and permission required from any Competent Authority



-Harpreet D.
Sudatta Ray

together with benefit of like share in any additional area sanctioned. The said Commercial Area allocation shall be provided by the Developer to the **Owner No.3** on any portion of the proposed new building other than area allocated to the **Owners No.1 and 2** and the Residential Area allocation shall be provided by the Developer to the **Owner No.3** on any portion other than Third Floor of the proposed new building. However in case in case any additional area, which is more than the said 25% allocation, is arrived, then the **Owner No.3** agrees to pay the proportionate construction costs to the Developer.

- 1.14 DEVELOPER ALLOCATION :** On completion of proposed new building as per building plan and after providing the owners allocation, shall mean and include the remaining demarcated ownership of 50% of the proposed G+ IV building along with remaining car parking spaces on the ground floor of the proposed G+IV building as per the sanctioned plan hereinafter morefully described in the "**Fifth Schedule**" hereunder written including the common portions and facilities and like undivided proportionate share in the land comprised in the said Property, shall absolutely belong to the Developer herein together with equivalent share in the roof and any right of construction thereupon subject to necessary approval and permission required from any Competent Authority together with benefit of like share in any additional area sanctioned.

Note: It is clarified that **Owners No.1 and 2** are having ownership upon the First property at an ownership ratio of 60:40% as per the recited title Deeds of Gift. It is further clarified that upon amalgamation of the said Property, the **Owners No.1 and 2** and the **Owner No.3** shall have ownership rights upon the amalgamated property in the similar ownership ratio as they had in their respective First Property and the Second Property. It is further clarified that after the development and construction of the Project is fully completed, the **Owners No.1 and 2** shall have 25% allocation on the entire constructed area of the Project and similarly the **Owner No.3** shall have 25% allocation on the entire constructed area of the Project.

- 1.10 BUILDING PLAN:** Will mean the plan to be sanctioned and shall include the renewal/extension, modifications and/or additions and/or alterations thereto as may be

M. A. Singh

Harpal Singh D.S.
Sudatta Roy

necessary and/or required from time to time with the consent and approval of the owners.

- 1.11 **TRANSFeree:** Shall mean a person, firm, limited company, LLP, and association of persons to whom any space in the proposed new building will be transferred.
- 1.12 **TIME:** Shall mean the complete construction shall be completed within 18 months + 6 months (grace period) from the date of plan being sanctioned.
- 1.13 **WORDS:** Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.
- 1.14 **ACT OF GOD:** The contractual obligations cannot be fulfilled due to conditions beyond human control, and hence the parties should be exempted from the legal consequences of non-performance of the contract till that period of force majeure.

ARTICLE - II

INTERPRETATIONS

- 2.1 Any reference to any statute shall include any statutory extension or modifications, re-enactment of such statute and any rules, regulations, bye-laws or orders made thereunder.
- 2.2 Any covenant by the Developer and/or the Owners to act or to do anything shall be deemed to include their respective obligations to perform the said act or thing to be done.
- 2.3 Singular number shall include plural and vice-versa.
- 2.4 The headings have been given only for the sake of convenience for this Agreement.

M. V. Sharma

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Sudatta Ray

ARTICLE -III
DATE OF COMMENCEMENT

- 3.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement and will be valid for a maximum period of 30 months or any extension at the sole discretion of the Owners. The development project shall have to be completed within the said period except for any reason of force de majeure, failing which this agreement shall stand terminated. Time is the essence of the contract.

ARTICLE - IV
OWNERS' REPRESENTATIONS AND UNDERTAKINGS:-

The Owners have represented and undertaken to the Developer as follows:

- 4.1 The **Owners No.1 and 2** are the absolute bonafide undisputed joint owners of the FIRST PROPERTY and the **Owner No. 3** is the absolute bonafide undisputed owner of the SECOND PROPERTY.
- 4.2 There is no impediment/obstruction/hindrance of any nature whatsoever for the Owners to entrust the development of the said PROPERTY. In other similar words, the Owners have every legal right to grant this right of development to the developer.
- 4.3 The Owners shall render their best co-operation and assistance to the Developer in the matter of development of the said property and/or the construction of the building.
- 4.4 The said PROPERTY is freehold and is not held under any agreement and is free from all encumbrances and charges whatsoever.
- 4.5 The **Owner No. 3** represents that SECOND PROPERTY is occupied by the tenants namely (i) Jayasree Chowdhury, (ii) Sanat Chowdhury, (iii) Asit Chowdhury along with his family, (iv) Sunith Chowdhury, (v) Ratna Chowdhury, (vi) Arun Kumar Basu and (vii) Avijit Bose on which the Developer is put in symbolical possession but otherwise is free from all encumbrances, charges, liens, attachments etc.
- 4.6 The **Owner No. 3** undertakes and covenants that he has already dealt with the tenants occupying the SECOND PROPERTY and has obtained NOC/Agreement from the following tenants (i) NOC/Agreement dated 13th February, 2023 from Jayasree

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Chowdhury, (ii) Memorandum of Understanding from Sanat Chowdhury, (iii) NOC/Agreement dated 03rd February, 2023 from Asit Chowdhury and his family, Sunith Chowdhury, (iv) Letter of Surrender of Tenancy dated 27th March, 2023 from Smt. Ratna Chowdhury, (v) Agreement for Sale (without possession) dated 27th September, 2023 with Arun Kumar Basu, which is recorded in Book No. I, Volume No. 1606-2023, Pages from 108987 to 109035, being **No. 04008 for the year 2023**, duly registered at the Office of A.D.S.R. Sealdah and (vi) Agreement for Sale (without possession) dated 27th September, 2023 with Avijit Bose, which is recorded in Book No. I, Volume No. 1606-2023, Pages from 108913 to 108962, being **No. 04004 for the year 2023**, duly registered at the Office of A.D.S.R. Sealdah towards development of the SECOND PROPERTY and have also entered into an understanding with such tenants, by providing them newly constructed area in the proposed new building out of **Owner No. 3** allocation. It will be the obligation of the **Owner No. 3** as well as of the developer to obtain vacant and peaceful possession from the tenants occupying the SECOND PROPERTY as per their understanding and arrangement. It is clarified that all costs incurred towards tenant in form of compensation or otherwise including rehabilitation costs shall be borne and paid by the **Owner No. 3** or the Developer and also assignment of any newly constructed area in the proposed new building shall be strictly out of the **Owner No. 3** or the Developer's allocation at their own costs. There are no other tenants or trespassers except what has been stated above occupying the SECOND PROPERTY.

- 4.7 Post vacant and peaceful possession from the tenants occupying the SECOND PROPERTY as per their understanding and arrangement, the **Owners No. 1 and 2** will handover and vacate the FIRST PROPERTY.
- 4.8 The **Owner No.3** shall not do any act, deed or thing, which effects the right of the **Owners No. 1 and 2** under this Agreement and which effects the right of the developer to develop the said property and shall keep the **Owners No. 1 and 2** fully indemnified against any claims, demands, liabilities that may arise out of any deed or default or negligence or false representation of the **Owner No. 3**.
- 4.9 The Owners hereby agree to pay and discharge their respective all taxes and outgoings in respect of the said PROPERTY prior to the execution of these presents.



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ARTICLE - V**DEVELOPER'S REPRESENTATIONS AND UNDERTAKINGS AND RIGHTS**

- 5.1 The Developer is lawfully entitled to amalgamate the **SECOND PROPERTY** with the **FIRST PROPERTY** owned by the Owners for development of the said property.
- 5.2 The Developer shall carry out the work of development of the property of the entire project;
- i) at its own costs and expenses which includes the sanction, revision and/or modification of building plan costs, entire development costs towards development, construction and till completion of the building and other expenses including legal incurred by the Developer including the Architect's fee and other allied expenses relating to the construction of the building except those specifically otherwise provided herein;
 - ii) In accordance with the provisions of applicable laws in force for the time being and the Rules, Regulations and Bye-laws framed there under and/or in force for the time being and in accordance with the building plan, which shall be approved and finalized in consultation with the Owners; and
 - iii) As per the provisions contained in this Agreement.
- 5.3 The Developer shall ensure that the standards of construction, finish and general appearance of the building and the materials and fittings to be used in the construction of the said buildings shall be of standard quality and shall complete the owner's allocation comprising of piling works, foundation works, shuttering & concreting works, reinforcement, electric conducting works, brickwork/block work, plaster, door frames, door shutters, windows, flooring, painting, railings & entrance gate, waterproofing works including toilet waterproofing and toilet waterproofing, lift core, sanitary fittings, electrical, lift facility and/or similar branded specifications, which is more fully mentioned in this Agreement.
- 5.4 The Developer undertakes and covenants that all costs incurred towards tenant in form of compensation or otherwise including rehabilitation costs shall be solely borne and paid by the Developer on the instructions by the **Owner No.3** and also assignment of any newly constructed area in the proposed new building shall be



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strictly out of Developer's allocation at its own costs on the instructions by the **Owner No.3.**

- 5.5 In order to take vacant and peaceful possession of the **FIRST PROPERTY** for development from the **Owners No.1 and 2**, the Developer undertakes to relocate both the **Owners No.1 and 2** as well their family members which includes old age mother of the owner staying in the **FIRST PROPERTY with two separate** decent temporary accommodation at a decent location at his own costs and expenses till such time the possession of **Owners No.1 and 2** allocation is handed over to the **Owners No.1 and 2** in terms of this Agreement. Such Temporary accommodation shall be finalized at the choice of the **Owners No.1 and 2**. The Developer agrees to pay to the **Owners No.1 and 2** a sum not less than Rs.40,000/- (Rupees Forty Thousand Only) for each month i.e. equivalent to 12 months fixed rental to the **Owners No.1 and 2** along with the Security Deposit in advance (payable to new landlord) in order to avoid any inconvenience to the **Owners No.1 and 2** while paying the rent to their landlord. Similar arrangements may be mutually made between the **Owner No. 3 and the Developer.**

ARTICLE – VI

MUTUAL COVENANTS

- 6.1 The Developer shall apply and get the **FIRST PROPERTY** and the **SECOND PROPERTY** amalgamated into one single premises after carrying out all legal steps and procedures and all costs, charges and expenses incurred thereof shall be paid borne and discharged by the Developer only.
- 6.2 The Developer shall be entitled to prepare and submit fresh plan to KMC or any other Competent Authority in the name of the owners and the developer, who is also an owner and all costs, charges and expenses incurred for preparation of plans and sanctioning thereof shall be paid borne and discharged by the Developer only.
- 6.3 The Owners shall subject to performance by the Developer of their obligations sign and execute, if required, at the costs of the Developer herein, any applications, declarations, affidavits and other documents, papers and writings as may from time

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- to time be necessary or required by the Developer in connection with the proposed development of the said property.
- 6.4 The Owners hereby grant powers of development under this Agreement being Development Power of Attorney and also execute and register such proper Development Power of Attorney and a Specific Power of Attorney in favor of the Developer for sanction of the building plan, revision or modification of building plan, sketches, designs, layouts, maps, specifications, applications, declarations, affidavits and other papers and documents and signing thereof for, on behalf and in the name of the Owners, submission of such building plan to the concerned authorities, making representations, obtaining of such sanction or permissions and approvals and making deposits and payments to the concerned authorities and proceeding with the ongoing construction of the building in and upon the said property. Similarly the Developer grant powers of sale and transfer of owner's allocation (both **Owners No.1 and 2** and **Owner No.3 allocation**) under this Agreement in favor of the Owners in connection with dealing with the Owner's allocation in the proposed new building. The **Owner No.3** also hereby grant powers to the **Owners No.1 and 2** for sale and transfer of **Owners No.1 and 2** allocation under this Agreement and also in connection with dealing with the **Owners No.1 and 2** allocation.
- 6.5 The Owners agree to transfer to the Developer and/or its nominee or nominee's undivided share or interest of the Developer's Allocation on the terms and conditions that may be entered into by and between the Developer and its nominee/nominees. Provided that the terms and conditions that may be agreed upon by and between the Developer and its nominee/nominees shall not be contradictory to or inconsistent with the terms provided herein. The Owners agree to execute and register proper Deed of Transfers/Conveyance in respect of the Developer's Allocation to the Developer and/or its nominee/nominees from time to time as may be required by the Developer.
- 6.6 All matters, litigations etc. by any third party arising out of anything done or omitted to be done by the Developer and/or its agents under this Agreement shall be defended by the Developer for and on its own behalf and at the costs of the Developer only including all legal matters relating to development and/or towards any legal action taken against the tenants for eviction.

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Sudatta Ray

- 6.7 The Developer shall be entitled to freshly appoint at its own costs and expenses Contractor/Contractors/Sub-Contractors and labourers for the construction and completion of the buildings or any portion thereof either wholly or department-wise or job-wise or on piecemeal basis and all payment liabilities and dues payable to such contractors/sub-contractors or labourers shall be borne and paid by the Developer only being the part of construction and development costs, however there will no privity of contract between the Owners and any such contractor/sub-contractor or labourers and that the Developer shall be solely responsible to deal with the same.
- 6.8 The Developer without causing any loss, risk or liability to the Owners shall be entitled to apply in the name of the developer/project for steel, cement and/or other building materials, utility connections and/or whatever required for construction to the appropriate authorities for the construction of the said buildings.
- 6.9 The Owners hereby agree and covenant with the Developer and vice-versa not to let out grant lease, mortgage, encumber and / or create charge on the said **PROPERTY** or any portion thereof till the purpose of this Agreement is fully satisfied.
- 6.10 The Owners undertake that during the continuance of this Agreement they shall not enter into any Development or Sale Agreement with any other third party in connection with the said property as a whole or any part thereof but the Owners shall have every right to enter into an Agreement for Sale in respect with their respective Owner's allocation and the same term similarly will be applicable on the developer also after commencement of the construction work.
- 6.11 That the Owners are not liable or responsible for any dispute between the Developer and the intending purchasers of Developer's allocation and if the said property be affected due to the said dispute in that case the Developer are liable to compensate for the same.
- 6.12 After amalgamation of the **FIRST PROPERTY** and the **SECOND PROPERTY**, the Developer has obtained sanction from the Kolkata Municipal Corporation or any other Competent Authority concerned for construction of building on the said property, the Developer shall be entitled to demolish or cause to be demolished the old structures and building(s) standing thereon at the cost of the Developer herein. All materials and debris including all sheds, structures and frames available on such

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Hareprasad Das
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- demolition shall belong to the Developer hereto who shall be entitled to remove or dispose of the same and to appropriate the proceeds thereof.
- 6.13 If the Development be not completed due to any willful default on the part of the Developer, the Owners shall be entitled to specific performance of this Agreement and vice versa.
- 6.14 Only after the plan is sanctioned and the amalgamation of the **SECOND PROPERTY** with the **FIRST PROPERTY** is completed, the Developer shall be allowed to put up and/or display the notice/signboards indicating the proposed development scheme of the Developer in the said property till completion of the project.
- 6.15 The Parties hereto are aware that after the amalgamation of the **SECOND PROPERTY** with the **FIRST PROPERTY** is completed, the Owners shall be the joint owners of the said property, each having undivided shares or interest therein in the same proportionate area held, enjoyed and owned by them in their ownership upon the **FIRST PROPERTY** and the **SECOND PROPERTY**. The Parties hereto have mutually decided that the Premises No. after the process of amalgamation shall stand as 11/2, Harinath De Road.
- 6.16 That the Owners should not be held liable or responsible regarding any Income Tax and any other taxes in respect of the Developer's allocation.
- 6.17 That the Owners shall be at liberty to take inspection during the course of construction and fit out stage to ascertain and verify the specifications being used in the development of owners allocations as per the recited specifications in this Agreement.
- 6.17 It is also agreed that the delivery of possession of the owners' allocation will be made first and after that the Developer(s) will be entitled to handover possession of the Developer's Allocation.
- 6.18 The agreement contained herein shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties hereto. The Developer shall not mortgage, pledge, sell, assign, hypothecate, or otherwise encumber transfer or permit to be transferred in any manner or by any means whatsoever whether voluntarily or by operation of law, all or any part of its interest in this Agreement.





ARTICLE - VIII
COST OF CONSTRUCTIONS

- 8.1 The entire costs of construction of the buildings to be constructed on the property including the area falling to the share of the Owners shall be borne by the Developer only. Such costs shall include amalgamation costs, transfer costs towards transfer deeds required for amalgamation of **SECOND PROPERTY** with the **FIRST PROPERTY**, sanction of the building plan including modifications thereto costs of all services, amenities, fittings and fixtures and all overheads regarding construction, price rise in the cost of materials used for construction, fees payable to the Architect and Engineers in respect of the construction and costs for the purpose of obtaining various sanctions/licenses, till completion of building.

ARTICLE - IX
COVENANTS POST COMPLETION OF ALLOCATION

- 9.1 It is hereby agreed that the Owners' Allocation which has been mentioned in Article I (1.12 AND 1.13) herein above in this Agreement, shall become the absolute property of the Owners and the Owners shall be entitled to enter into standard Agreements for Sale or otherwise deal with the same in any manner without any concurrence or consent of the Developer and the Developer shall sign and execute and register such deeds, instruments and documents as Confirming Party or otherwise and all moneys received in respect thereof shall belong absolutely to the Owners after owner gets there allocation demarcated and the Developer shall have no right, title, interest, claim or demand of whatsoever nature over and in respect thereof and the Developer shall not interfere with the Owner's rights and powers in respect of such sale, transfer or disposal of the Owners' Allocation.
- 9.2 Subject to the provisions herein, similarly the Developer's Allocation which has been mentioned in Article I (1.14) herein above in this Agreement, shall belong and shall become the absolute property of the Developer and the Developer shall be entitled to enter into Agreements for Sale or otherwise deal with the same in any manner

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Sudatta Roy

without any concurrence or consent of the Owners provided however, if any time it shall be necessary or required by the Developer to make the Owners as the Confirming Party or otherwise the Owners shall sign and execute and register such deeds, instruments and documents and all moneys received in respect thereof shall belong absolutely to the Developer and the Owners shall have no right, title, interest, claim or demand over and in respect thereof and the Owners shall not interfere with the Developer's rights and powers in respect of such sale, transfer or disposal of the Developer's Allocation.

- 9.3** The Parties hereto and/or their prospective buyer or buyers shall be liable to pay GST as applicable on the purchase price and deposit for the proportionate costs, charges and expenses in respect of their allocation for High Tension line, CESC deposit, Maintenance and Sinking Fund deposit etc. The said amount shall be paid by the Owners and/or their prospective buyer or buyers/transferees/lessees in Owners' allocation as and when asked by the Developer and before taking possession of their respective allocation. Such demands shall be demanded by the Developer in writing and where such demands are of Government/Semi-Government/Competent Authorities, then such proportionate demands shall also be raised by the developer with support of official letter. It is agreed that the Owner shall not be liable to pay any kind of GST to the developer or any Authority in connection with their owner's allocation with possession. Goods and Services Tax, and all other taxes, impositions or levies, as may be imposed or levied by any statutory or governmental body or authority upon the development of the Project Land or matters connected therewith if any, relating to the development and construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same. The Taxes in respect of the sale to the Intending Transferees shall be collected by the Developer from the Intending Transferees. Deposit of such Taxes with the concerned authority in accordance with law in respect of transfer of the Units to the Intending Transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. The Developer shall also make all compliances relating to TDS on all payments made in course of development of the Project. The Owners shall also be liable to pay the Goods and Services Tax, and all

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Harpreet Singh
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other taxes, impositions or levies, if imposed or levied and/or as may be imposed or levied by any statutory or governmental body or authority upon the development of the Project Land or matters connected therewith in lieu of transferring their development rights to the Developer and in return the Owners getting continues supply of construction services from the developer over a period of time. Tax Deductible at Source (as applicable under the Income Tax Laws) will be deducted on the payments to be made to the Owners of the Owner's Allocation.

- 9.4 All Corporation taxes and statutory liabilities, penalties of whatsoever nature payable by the Owners till the date of execution of this Agreement shall be borne by the Owners as per their respective ownership upon the said Property and after the execution and till completion of the new building (till c.c. is obtained), all such taxes will be borne and paid by the Developer, and thereafter after the parties hereto shall pay the proportionate share of KMC Taxes appertaining to their respective allocation and also rates, taxes, charges and all other outgoing including maintenance and service charges in respect of their respective allocation.

ARTICLE - X

DEVELOPER'S OBLIGATIONS AND CONDITIONS PRECEDENT

- 10.1 The Developer undertakes to obtain vacant and peaceful possession of THE SECOND PROPERTY from the tenants within a period of 30 days from the date hereof.
- 10.2 The Developer undertakes to get the FIRST PROPERTY and the SECOND PROPERTY amalgamated within a period of two (2) months from date of execution of this Agreement.
- 10.3 Post amalgamation, the Developer undertakes to apply and get the plan sanctioned within a period of four (4) months from date of execution of this Agreement together with any grace period (if any) granted by the Owners.
- 10.4 Post Plan sanction, the Developer undertakes to get the demolish the debris and commence the construction of the new building on the SAID PROPERTY as per the sanctioned plan within a period of six (6) months from date of execution of this Agreement together with any grace period (if any) granted by the **Owners No.1 and 2.**

M. W. [Signature]

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10.5 Unless prevented by circumstances beyond its control, the Developer undertakes to complete the building in all respects together with the fixtures, fittings and all other facilities to be provided therein and hand over the Owners' Allocation thereof to the Owners and/or its nominee/nominees and progressively within **18 (eighteen) months** from the date of sanction of execution of this Agreement with grace period of **6 (six) months** subject to any legal issues. The Developer shall on its own costs obtain all necessary permissions and/or sanctions and/or No Objections and/or connections from the KMC, CESC Ltd., Fire Brigade Authorities, Police Authorities and other appropriate Government Authorities and/or Departments, either in their own name or in the name of the Owners as the case may be.

10.6 The Developer further undertakes to construct and complete the building on the property:

- i) At its own costs and expenses which includes the sanction, modification or revision and/or extension of building plan costs, entire development cost towards development, construction and till completion of the buildings and other expenses including legal incurred by the Developer including the Architect's fee and other allied expenses relating to the construction of the buildings;
- ii) Strictly in accordance with the building plan and also revision or modification as required;
- iii) In accordance with the provisions of the KMC laws and the rules and regulations and bye-laws framed thereunder with regard to the construction of buildings;
- iv) By using the standard quality of construction materials as specified in this agreement specifically to the owners allocation;
- v) Obtain the necessary partial and/or full completion certificate in respect thereof from the authorities concerned from time to time at relevant stages.

10.7 The Developer further undertakes to complete the buildings under the supervision and control of the Architect to be appointed by the Developer.

10.8 It is agreed and recorded that the temporarily Electric supply line with Meter, Water consumption line with meter and any other required supply line shall be installed in the proposed building by the Developer in the name of the Developer/Project at the costs and expenses of the Developer.

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Harpal Singh D.S.
Sudatta Ray

- 10.9** It is agreed that in the event of any damage or injury arising out from accidents of carelessness of the workmen or others, victimizing such workmen or any other persons whatsoever or causing any harm to the adjacent property of others during the course of construction the Developer shall bear the sole responsibility and liability thereof and shall keep the owners, their estate and effects, safe and harmless and do or prosecute suit, cases, claims, damages, rights and actions in respect of such eventuality.
- 10.10** The Developer shall comply with the provisions of concerning Authority and all after relevant laws / by laws & rules and regulations related to the said building plan and/or violation of the provisions of the law relating to the construction of herein intended building.
- 10.11** The Developer shall provide for all Civil, Electrical, Plumbing and Sanitary works including installation of underground and overhead tanks, provision of water supply, deep boring water pumps house service lifts, common passage, sewerage arrangements path way etc. as per the specification and amenities as per specifications to be decided by the Developer herein.
- 10.12** The Developer hereby undertake to indemnify and keep the Owners indemnified from and against all actions, suit, proceedings and claims and demands that may arise out of the lispendens, or any litigation that may crop up by the Developer.

ARTICLE – XI

REFUNDABLE SECURITY DEPOSIT TO OWNERS

- 11.1** Simultaneously with the execution of this Agreement and pursuant to right of development granted to the Developer herein under this Agreement, the Developer has paid a refundable security deposit of **Rs. 21,00,000/- (Rupees Twenty One Lakhs only)** which shall be refunded by the **Owners No.1 and 2** to the Developer at the time of handing over peaceful and vacant possession of **Owners No.1 and 2** allocation to the **Owners No.1 and 2**.

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Sudatta Ray

ARTICLE - XII
CONVEYANCE & TRANSFER

- 12.1** The Owners agree and undertake to execute and register the Deeds of Conveyance in respect of undivided shares and/or interests in the land comprised in the property attributable to different constructed units/spaces and/or the car parking spaces in favour of the Developer and/or their nominee/nominees in respect of the areas comprised in the Developer's Allocation. Provided however that all costs, charges and expenses including stamp duty and registration fee and legal fees and expenses in this regard shall be borne and paid by the Developer and/or its nominee/nominees. Similarly, the Developer, if demanded by the Owners, shall also execute and register Conveyance or Conveyances of the Owner's Allocation in favour of the Owners and/or their nominee, assignee and/or purchasers at the costs and expenses of the Owners and/or their such nominee, purchaser and/or assignee and shall also obtain all certificates and permissions as may be required and deliver it to the Owners. Similarly the **Owner No.3** agree and undertake to execute and register the Deeds of Conveyance in respect of undivided shares and/or interests in the land comprised in the property attributable to different constructed units/spaces and/or the car parking spaces in favour of the **Owners No.1 and 2** and/or their nominee/nominees in respect of the areas comprised in the **Owners No.1 and 2** Allocation.

ARTICLE - XIII
POSSESSION & UNDERSTANDING

- 13.1** The entire understanding of the parties hereto under this Agreement is specifically based on the terms and conditions recited under this Article/Head.
- 13.2** The Owners doth hereby further permit and grant exclusive license and permission to the Developer to enter upon their ownership upon the said Property with full right and authority to build upon and commercially exploit the said Property after amalgamation by constructing buildings thereon in accordance with sanctions/permissions and on the terms and conditions herein mentioned.

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Sudatta Ray

- 13.3 With effect from the date hereof, **THE FIRST PROPERTY** as well as **THE SECOND PROPERTY** and post amalgamation, the said Property shall be in joint control of the Owners and the Developer and the Developer shall be entitled to enter upon and to undertake the work of construction at the said Property and the Owners shall allow the right of entry for the purpose of carrying out and completing the development and commercial exploitation of the said Property.
- 13.4 The **Owners No.1 and 2** shall hand over the possession of **THE FIRST PROPERTY** post amalgamation and after the vacation of the tenants from **THE SECOND PROPERTY**.
- 13.5 The Developer agrees to update the Owners about the progress, every three months in writing.

ARTICLE – XIV

DEFAULTS / TERMINATION

- 14.1 In either of the event, the Developer (i) fails to obtain vacant and peaceful possession of **THE SECOND PROPERTY** from the tenants within 30 days after obtaining building sanction plan or anytime after the execution of this agreement which will be at the sole discretion of the developer hereof, (ii) fails to get the **FIRST PROPERTY** and the **SECOND PROPERTY** amalgamated within a period of two (2) months from date of execution of this Agreement (iii) Post Amalgamation, fails to apply and get the plan sanctioned within a period of four (4) months from date of execution of this Agreement together with any grace period (if any) granted by the Owners specially **Owners No. 1 and 2** (iv) fails to get the Building Plans sanctioned and all Approvals required for commencement of construction within 120 (one hundred and twenty) days equivalent to four months from the date hereof together with any grace period granted by the Owners specially **Owners No.1 and 2**, the Owners specially **Owners No.1 and 2** shall be entitled to cancel this Agreement by giving notice by Speed Post with Acknowledgement Due to the Developer and appropriate the security deposit of **Rs.21,00,000/- (Rupees Twenty One Lakhs only)** as pre-determined liquidated damages. In such event, the Developer shall hand over the possession of **THE FIRST PROPERTY** to the **Owners No.1 and 2** without demanding the refund of the Deposit and the **SECOND PROPERTY** to the **Owner No.3**.

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Sudatta Roy

- 14.2** Save as aforesaid, in the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement. If the Development be not completed due to any willful default on the part of the Owners, the Developer shall be entitled to specific performance of this Agreement. However default by **Owner No.3** shall not allow the Developer sue the **Owners No.1 and 2** for specific performance of this Agreement.
- 14.3** In the event, the Developer fails to continue development, construction and completion of the Project within the stipulated time period in terms of this Agreement and/or fulfill and comply with its obligations and/or conditions precedent under this Agreement after the amalgamation of THE SECOND PROPERTY with the FIRST PROPERTY is completed, the Owners specially **Owners No.1 and 2** shall be entitled to cancel or terminate this Agreement by giving notice by Speed Post with Acknowledgement Due to the Developer and shall have the following options in lieu of such cancellation, which the Developer confirms and consent to the same.
- (i) **Owners No.1 and 2** may demand and call upon the Developer to restore THE FIRST PROPERTY in its Original demarcated and measurement having an area of 3 (three) Cottahs 9 (nine) Chittacks and 22.5 (Twenty-Two point Five) Square Feet, either by way de-amalgamation, if permitted under Corporation laws and/or by way of execution and registering a Deed of Partition, at the sole and entire costs and expenses of the Developer including payment of stamp duty and registration charges and documentation legal charges towards such partition deed along with appropriation benefit of the security deposit by the **Owners No.1 and 2**. The **Owner No.3** consents and confirms to such understanding and shall do all acts, deeds and things which are required under law for restoration of the FIRST PROPERTY.
- (ii) **Owners No.1 and 2** may demand and call upon the Developer to pay a compensation amount to the **Owners No.1 and 2** equivalent to the amount not less than the government circle value as per West Bengal Registration office and/or the compensation amount as per the prevailing market value of the FIRST PROPERTY, whichever is higher along with appropriation benefit of the entire security deposit by the **Owners No.1 and 2**.

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- (iii) The Owners specially **Owners No.1 and 2** will automatically be deemed to have taken back the possession of the amalgamated property and the Owners specially **Owners No.1 and 2** shall be free to complete the left over jobs/works through any third party. The costs and expenses for getting the remaining left over jobs/works shall be paid by the Developer to the Owners specially **Owners No.1 and 2** immediately on demand. After the constructions are completed, and the Developer making payment of left over jobs, the Developer will be free to use its allocation. If the Developer does not pay the costs of construction of left over job on demand raised by the Owners specially **Owners No.1 and 2**, in that case the Developer shall be liable to pay interest @18% per annum for the delayed payment from the date of the Bill.
- (iv) If the Developer fails to comply with any of the clauses mentioned in the Agreement which requires the attention and has to be acted upon by the Developer, the right title and interest of the Developer shall be withdrawn and this Agreement shall stand cancelled.

ARTICLE – XV
FORCE MAJEURE

- 15.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities.
- 15.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this

M. W. [Signature]

Hampson D.
Sudatta Roy

Agreement for the performance of such obligations shall upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

ARTICLE - XVI

MISCELLANEOUS

- 16.1 This Agreement can be cancelled by the mutual consent of the parties only or by law.
- 16.2 This Agreement constitutes the entire understanding of the parties and prevails and supersedes over all other representations whether oral or in writing made prior to the date of the agreement.
- 16.3 This Agreement shall not be treated as a partnership between the Owners and the Developers.

ARTICLE - XVII

STAMP DUTY AND LAWYERS' FEES

- 17.1 It is agreed and recorded that the stamp duty and registration fee payable shall be borne by the Developer.

ARTICLE - XVIII

ARBITRATION

- 18.1 All disputes or questions arising out of and/or in relation to this Agreement either during or after commencement of construction and/or completion of the said building or termination of this Agreement which may arise between the parties shall be referred to an Arbitrator to be appointed by the parties mutually, in accordance with and subject to the provisions of the law governing arbitration or any statutory modification or re-enactment thereof for the time being in force.
- 18.2 The Award of the Arbitrators shall be final and binding on the parties.

M. W. [Signature]

Harpreet D.
Sudatta Roy

- 18.3 The Arbitrators shall also have power to award interest during the period of pendency of the matter before the Arbitrators and also for the period after making of the Award.

ARTICLE - XIX

JURISDICTION

- 19.1 The High Court at Calcutta shall have the exclusive jurisdiction to entertain, try and determine all actions and proceedings arising out of and/or in relation to this Agreement.

SPECIFICATIONS:

BUILDING/CONSTRUCTION

That the developer shall construct and complete the proposed building/buildings and all flats/space including the Owners' allocation by utilizing standard building materials and as per the National Building Code of India at their own costs as follows:

All technical works must be done according to the plan of the architect and the civil engineer appointed by the Developer.

- **Piling works:** As per drawing, 450 mm dia. 39 Nos. Of Cast-in-Situ DMC Bore Pile to be bored as per drawing from Existing Ground Level to termination Level upto the depth of 23.5 Meter using conventional Tripod Rigs.
- **Foundation works:** Mechanical/Manual Excavation will be done at site as per the requirement upto depth as per drawings received with the Tender as per sanction plan.
- **Shuttering & Concreting works:** Ply shuttering with hardwood battens and supporting steel props for Formwork system. Grade of concrete for all structural works will be as per the drawings provided by Client/consultant i.e., **Pile & Pile Cap: M-25 Grade Slab, Beam, Columns are M-20 Grade. (Make of cement Ultratech/ACC).** For all slabs, Beams Casting RMC will be used **(Make of RMC:- Ultratech/ACC)**
- **Reinforcement:** Fe500 grade of TMT Reinforcement Steel cut and bend as per the drawings provided by architect Make of Reinforcement Steel-TATA/SRMB/ELEGANT.

M. K. Das

Hemprasad Das
Sudatta Roy

- **Electrical Conduiting Works:** During RCC works, laying of electrical conduits (Flexible PVC Conduit pipes) & fixing of Junction box will be done as per the drawings.
- **Brickwork/Blockwork:** All brickworks will be of red clay bricks as per the drawings provided by developer's architect. External brickworks will be of 10" thick. Internal Partition wall will be of 3 1/5" inch thick as per drawings.
- **Plaster** All external plaster will be 15 mm thick cement sand mortar with 1:6 Cement Sand ratio using waterproofing chemicals. Internal Wall Plaster will be of 10 mm thick cement sand mortar with 1:4 cement sand ratio. Internal ceiling plaster will be of 6 mm thick cement sand mortar with 1:4 cement sand ratio.
- **Door frames:** All door frames will be 125 mm X 75 mm thick seasoned Malaysian Sal Wood Frames excluding the Toilet Doors will be of PVC door.
- **Door shutter:** Providing Panel door Shutter (1 1/2", 3/4" thick) with melamine high polished finished C.P. Teak wood including all fittings fixing complete. All toilet door shutters will be of single leaf rigid 30 mm thick shutters with aluminium handles, tower bolts, etc. complete.
- **Windows:** All windows will be of anodized glazed heavy section aluminium windows of Domal section with 5 mm non-transparent inter design glass approved by the client & grills will be provided at window location @ 12 kg/sq.m unit weight.
- **Flooring:**
 - Car Parking area of AFS (Artificial Stone Flooring)
 - Drive way with Paver block
 - Other rooms in Ground Floor will be with Vitrified Tiles.
 - In toilet portion Antiskid Ceramic Tiles for floor & for Wall up to 7 ft. from floor level.
 - All living/drawing/bedroom/kitchen floors will be of 9 to 10mm thick glazed Vitrified tiles (soluble salt series) of size 600mm x 600mm laid in 15mm thick cement mortar (1:6).
 - All toilet floors will be in toilet portion Antiskid Ceramic Tiles for floor & for Wall up to 7ft from floor level.
 - Staircase will be of 18mm thick marble fixed in 18mm thick cement mortar (1:6).
 - All living/drawing/bedroom/kitchen floors will be of 18mm thick marble laid in 15mm thick cement mortar (1:6).



Harpreet D G
Sundatta Roy

- All toilet floors will be in toilet portion Antiskid Ceramic Tiles for floor & for Wall up to 7ft from floor level.
- Supplying and laying Jet Black/Ruby Red granite slab (20mm thick) kitchen cooking top over black stone & resting on black stone vertical support complete with edge moulding as per drawing.
- Staircase will be of 18mm thick marble (fixed in 18mm thick cement mortar (1:6)).
- All staircase and lift lobby will be good quality granite flooring including edge moulding (ground, 1st & 2nd Floor).
- **Painting:** External painting will be of exterior weather coat paint with 2 coats of primer and 2 coats of exterior weather shield paint. All internal walls will be 1.5mm thick cement putty with 1 coat of primer.
- **Railings & Entrance Gate:** All balcony and stairs will have MS Railings with 2" diameter glazed steel bar on top at balcony and polished wooden handle on top at stairs entrance gate will be of MS & over the Boundary wall MS Post of 6 inch high @ 500mm C/c will be placed as per the size in drawings.
- **Waterproofing works:**
- **Roof Waterproofing** – Applying acrylic polymer modified cementitious coating 109 Hi of Sika, and a Fibre Glass reinforcement between two coats. With a coat of protective screed slope towards RWP, 50mm avg. thick, minimum thickness of screed should be 25mm.
- **Toilet Waterproofing** – Providing and laying water proofing treatment in sunken portion of WCs, bathroom, etc., by applying cement slurry mixed with water proofing cement compound consisting of applying:
 - a) First layer of slurry of cement mixed with water proofing cement compound in the ratio (w:c – 1:2).
 - b) Second layer consists of fibre glass reinforcement between two layers.
 - c) Top layer of slurry of cement mixed with water proofing cement compound and sand in the ratio (w:c:s 1:2:1.5) as brush topping coat. This layer will be allowed to air cure for 4 hours followed with water curing for 48 hours.
- **Lift core:** will be of 150mm thick RCC wall as per drawings.
- **Sanitary Fittings:** As per attached Plumbing Inventory List. That will be treated as a part of the contract.

M. A. [Signature]

Hemprasad Das
Sudatta Roy

- **Electricals:** All wires will be of Finolex/Polycab makes. All switches and boards will be of Crabtree/Anchor/ Havells make. AC points in all rooms and wire should be used 6 MM for every room.
- **Lift:** Lifts shall be having capacity of 8 persons.

Sl. No.	Description	Make list
1.	Reinforcement Steel	TATA/SRMB/ELEGANT
2.	CEMENT	ACC/Ultratech
3.	Tiles	Johnson/Kajaria
4.	Waterproofing	Sika/Pidilite/Fosroc
5.	Sand	Full Coarse & Medium
6.	Stone chips	Pakur-3/4" & 5/8", 1/2" (Down)
7.	Bricks	-1 No. quality (Nilgaunge)
8.	Sanitary pipe	Ashirvad/Supreme/UPVC/CPVC
9.	Rainwater pipe	Supreme/ Prince
10.	Sewerage pipe	PVC-Supreme/Bansal/Oripuff

THE FIRST SCHEDULE ABOVE REFERRED TO:

Part-I

(Owners No.1 and 2 FIRST PROPERTY)

ALL THAT piece and parcel of land measuring approximately about **3 (three) Cottahs 9 (nine) Chittacks and 22.5 (Twenty-Two point Five) Square Feet** more or less together with old building thereon having a constructed area of **2190 sq.ft.** whereas **1 (one) Cottah 13 (thirteen) Chittaks 22.5 (twenty two point five) square feet** situated at **Premises Nos.11/1 Harinath De Road** and **1 (one) Cottah 12 (twelve) Chittaks** situated at **11/2 Harinath De Road, P.S. Narkeldanga (previously Beliaghata), P.O. Amherst Street, Kolkata-700009, under the limits of Kolkata Municipal Corporation, Ward No. 28, District 24 Parganas (South), ADSR Sealdah,**

Harpreet D.

Sudatta Roy

M. W. S.

Premises Nos.11/1 Harinath De Road butted and bounded by:

- NORTH** : By 4'ft. wide Private Passage and Premises No. 11/2 Harinath De Road;
SOUTH : By Premises No. 8/2, Harinath De Road;
EAST : By Premises No. 11/2 Harinath De Road;
WEST : By Premises No. 12 Harinath De Road.

Premises Nos.11/2 Harinath De Road butted and bounded by:

- NORTH** : By 24'ft. wide Harinath De Road;
SOUTH : By Premises No. 11/1, Harinath De Road;
EAST : By Premises No. 11 Harinath De Road;
WEST : By Premises No. 12 Harinath De Road.

Part-II**(Owner No.3 SECOND PROPERTY)**

ALL THAT piece and parcel of land measuring approximately about **3 (Three) Kattahs 12 (Twelve) Chittacks and 2 (two) Square feet** more or less together with 70 years old building thereon having a constructed area of **1500 sq. ft.** situated at **Premises No.11, Harinath De Road, P.S. Narkeldanga (previously Beliaghata), P.O. Amherst Street, Kolkata- 700009**, under the limits of Kolkata Municipal Corporation, Ward No. 28, District 24 Parganas (South), ADSR Sealdah, butted and bounded by:

- NORTH** : By Harinath De Road;
SOUTH : By 8/2A, Harinath De Road;
EAST : By 10/1, Harinath De Road;
WEST : By 11/2, Harinath De Road.

Hariprasad D.
Sundatta Ray

M. U. Das

THE SECOND SCHEDULE ABOVE REFERRED TO:

(The said Property post amalgamation- Ultimate Subject Matter of Development)

ALL THAT piece and parcel of BASTU land measuring approximately about **7 Cottah 5 Chittacks 24.5 Square Feet** and old building situated at Premises Nos.11 Harinath De Road, 11/1 Harinath De Road and 11/2 Harinath De Road, P.S. Narkeldanga (previously Beliaghata), P.O. Amherst Street, Kolkata- 700009, under the limits of Kolkata Municipal Corporation, Ward No. 28, District 24 Parganas (South), ADSR Sealdah, which shall mean and include the single premises number **to be numbered by the Kolkata Municipal Corporation post amalgamation of the FIRST PROPERTY and the SECOND PROPERTY.**

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Owners No.1 and 2 Allocation to be shared between owners in the ratio of 60:40%)

On completion of proposed new building as per building plan shall mean and include demarcated ownership of 25% of the sanctioned Commercial Area and demarcated ownership of 25% of the sanctioned Residential Area, along with 2 car parking spaces on the ground floor of the proposed G+IV building as per the sanctioned plan as per location first preferred by the **Owners No.1 and 2** to be constructed and completed as per the sanctioned plan on an area measuring approximately 7 (seven) Kattahs 5 (five) Chittacks and 24.5 (twenty-four point five) Sq. ft. and proportionate share in the common portions and facilities and like undivided proportionate share in the land comprised in the said Property shall absolutely belong to the **Owners No.1 and 2** herein together with equivalent share in the roof and any right of construction thereupon subject to necessary approval and permission required from any Competent Authority together with benefit of like share in any additional area sanctioned. The said Commercial Area allocation shall be provided by the Developer to the **Owners No.1 and 2** as per location first preferred by the **Owners No.1 and 2** of the proposed new building and the Residential Area allocation shall be provided by the Developer to the **Owners No.1 and 2** on the Third Floor of the proposed new building.

Harpreet D S
Sudatta Roy

M. U. Singh

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Owner No.3 Allocation)

On completion of proposed new building as per building plan shall mean and include demarcated ownership of 25% of the sanctioned Commercial Area and demarcated ownership of 25% of the sanctioned Residential Area, along with remaining car parking spaces on the ground floor of the proposed G+IV building to be constructed and completed as per the sanctioned plan on an area measuring approximately 7 (seven) Kattahs 5 (five) Chittacks and 24.5 (twenty-four point five) Sq. ft. and proportionate share in the common portions and facilities and like undivided proportionate share in the land comprised in the said Property shall absolutely belong to the **Owner No.3** herein together with equivalent share in the roof and any right of construction thereupon subject to necessary approval and permission required from any Competent Authority together with benefit of like share in any additional area sanctioned. The said Commercial Area allocation shall be provided by the Developer to the **Owner No.3** on any portion other than the First Floor of the proposed new building and the Residential Area allocation shall be provided by the Developer to the **Owner No.3** on any portion other than the Third Floor of the proposed new building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Developers Allocation)

On completion of proposed new building as per building plan and after providing the owners allocation, shall mean and include the remaining demarcated ownership of 50% of the proposed G+ IV building along with remaining car parking spaces on the ground floor of the proposed G+IV building as per the sanctioned plan including the common portions and facilities and like undivided proportionate share in the land comprised in the said Property, shall absolutely belong to the Developer herein together with equivalent share in the roof and any right of construction thereupon subject to necessary approval and permission required from any Competent Authority together with benefit of like share in any additional area sanctioned.

Harprasad Das
Sudatta Roy

M. Wasim

(POWERS GIVEN BY OWNERS TO DEVELOPER)

WE, the above named Owners (1) **SRI HARAPRASAD DAS**, (2) **SMT. SUDATTA ROY** and **ZAYN BUILDCON PRIVATE LIMITED (PAN – AABCZ9754G) & (CIN – U45200WB2022PTC254373)**, a Private Limited Company incorporated within the meaning of the Companies Act, 2013 and having its registered office at Premises No. 31/1A, Dr. Suresh Sarkar Road, P.O. & P.S. Entally, Kolkata – 700014, Represented by its Director/Authorized Signatory **MOHAMMED WASIM (PAN AAYPW6174B)**, son of Md. Nasim, by faith - Islam, by occupation - Business, by Nationality Indian, residing at 31/1A, Dr. Suresh Sarkar Road, P.O. & P.S. Entally, Kolkata – 700 014 as our true and lawful attorney for in the name and on behalf of the Owners to do execute and perform all or any of the following acts deeds and things relating to the said premises/said property and the development thereof upon the Amalgamated Property and transfer of the Developer's Allocation as hereinafter contained:

1. To hold, defend possession of manage maintain protect and secure the said premises and the **Amalgamated Property post amalgamation** and do all acts deeds and things in connection therewith.
2. To warn off and prohibit and if necessary proceed in due form of law against any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and to enter into all contracts and arrangements with them or any of them as the said attorney may deem fit and proper.
3. To demolish or cause to be demolished the existing structures, if any, of the said premises and the **Amalgamated Property post amalgamation** or portions thereof and for the said purpose to retain and appoint any contractor and to do all acts deeds matters and things as the said Attorney shall think proper;
4. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for preparation of plan for sanction including any, modification, revision, alteration, renewal etc. required thereafter of the plan to be sanctioned and also for other purposes herein stated.

M. Wasim

Haraprasad Das

Sudatta Roy

5. To apply for and submit already sanctioned plan for renewal or revalidation or extension including any modification, revision, alterations and/or renewal required thereafter, with the Kolkata Municipal Corporation and/or other concerned authorities and to pay fees and obtain such sanction, modification, revision, alteration and/or renewal and/or such other orders and permissions as be expedient therefore.
6. To undertake and carry out the construction or reconstruction of the new building/s at the **Amalgamated Property** as per the plan as may be sanctioned by the competent authority and for the said purpose to sign execute and deliver all papers and documents as also to do all acts deeds matters and things as our said Attorney shall think proper.
7. To apply for and obtain all licenses, registrations and permissions as may be required for construction of the New Building/s at the **Amalgamated Property**.
8. To apply for and obtain Completion or Occupancy Certificate, as the case may be from Kolkata Municipal Corporation and/or other concerned authorities.
9. To apply for and obtain electricity, gas, water, sewerage, drainage, lift, generator and other connections or any other input facility or utility at the said premises from the appropriate authorities and to make alterations therein.
10. To pay the property and other rates and taxes and other charges and outgoings whatsoever payable for and on account of the said premises or any part thereof or any share therein and receive refund of the excess amounts, if paid, from the concerned authorities and to grant receipts and discharges in respect thereof.
11. For all or any of the purposes hereinstated to appear and represent the Company before Kolkata Municipal Corporation, Fire Brigade, pollution control related authorities, District Magistrate, Police Authorities and also all other authorities and Government Departments and/or its officers and also all other State Executives, Judicial or Quasi Judicial, Municipal and other authorities and also all courts and tribunals and to do all acts deeds and things and sign and submit all plans papers applications statements objections notices etc. and also to submit and take delivery of all documents of title, clearances, permissions and/or no objection certificates and other papers and documents as may be required and found necessary or expedient by our said attorney.



Harpreet D. S.
Sudatta Ray

12. For all or any of the powers and authorities herein contained to sign execute register affirm and/or deliver all documents, declarations, affidavits, undertakings, indemnities (including those relating to boundary verification) as may in any way be required to be so done and to appear and represent the Owners before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Registrar of Assurances and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution of and to acknowledge and register or have registered and perfected all such documents instruments papers and writings signed by the Owners or by the Owner's said Attorney by virtue of the powers hereby conferred.
13. To commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands, touching any of the matters herein stated concerning the said premises or any part thereof and the **Amalgamated Property post amalgamation** in which the Owners are in any way or manner now or may hereafter be interested or concerned and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue including the Collector, Tribunal etc.
14. To appoint and employ Advocates etc for aforesaid purposes and to sign declare verify and/or affirm any plaint, written statement, petition, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding connected with all or any of the matters herein contained.
15. To market the New Building/s project, advertise and publicize the New Building/s and to appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the same.
16. To deal with, let out, lease out, sell or otherwise transfer or agree so to do the Developer's Allocation or any part or share thereof including the undivided share in the land attributable thereto to any person or persons and to receive the amounts receivable in respect of the same and issue receipts, acknowledgements and discharges therefore and to fully exonerate the person or persons paying the same.

M. W. Singh

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Sudatta Ray

17. To negotiate, take bookings, enter into agreements and/or documents of whatsoever nature in respect of Developer's Allocation or any part thereof and if necessary to amend, modify, alter or cancel the same.
18. To allow the intending buyers/transferees agreeing to purchase any part of Developer's Allocation, to take loan/finance/advance in respect thereof and to accept confirm and become a party to the loan agreements or other documents required for grant of loans or other finances in favour of the intending transferees through any Banks or Financial Institutions without any personal liability.
19. To represent the Owners and to complete the sale and/or transfer of Developer's Allocation including the undivided share in the land of the **Amalgamated Property** in terms of the said Agreement.
20. For all or any of the purposes herein stated, to sign execute enter into modify, cancel, alter, draw, approve rectify and/or register and/or give consent and confirmation to all papers, documents, deeds, agreements, supplementary agreements, consents, confirmations, deeds of conveyance, lease, license, grants, transfer, supplementary deeds, nominations, assignments, surrenders, cancellation deeds, rectifications, deeds, memorandum of deposit of title deeds, declarations, affidavits, applications, undertakings, indemnities, forms, plans, receipts and other documents.
21. To appear and represent the Company before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Additional District Sub Registrar, Registrar of Assurances and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution and to acknowledge and register or have registered and perfected all documents deeds instruments and writings signed by the said attorney or attorneys by virtue of all or any of the powers hereby conferred.
22. To appear and represent the Company before any Notary Public, Metropolitan or other Magistrates and other officer or officers and authorities in connection with affirmation of any deed instrument declaration or writing signed or made by the said attorney or attorneys by virtue of the powers hereby conferred.

M. W. Singh

Harpreet Singh

Sundatta Roy

AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained relating to the said premises or any part thereof which the Owners themselves could have lawfully done under their own hand and seal, if personally present.

AND the Owners doth hereby ratify and confirm and agree to ratify and confirm all and whatever our said Attorney has done or cause to be done or shall lawfully do or cause to be done in or about the said premises aforesaid and the **Amalgamated Property post amalgamation**.

(POWERS GIVEN BY OWNER NO.3 TO OWNERS NOS.1 AND 2)

I, **ZAYN BUILDCOM** do hereby and irrevocably nominate, constitute and appoint **(1) SRI HARAPRASAD DAS** and **(2) SMT. SUDATTA ROY** to be my true and lawful Attorneys, jointly and/or severally to do, execute and perform all or any of the following acts, deeds, matters and things **IN CONNECTION WITH** the said premises or any part thereof, **SECOND PROPERTY** and the **Amalgamated Property post amalgamation** that is to say:

1. To sign and execute any Agreement/s to Sell, Sale Deed/s and other conveyance/s and Transfer Deed/s in favour of the purchaser/s and/or transferee/s and/or his/her/their nominee/s or assignee/s on such terms and conditions as my Attorney/s deem/s fit in respect of the **Owners No.1 and 2** allocation in the form of completed Units/car parking spaces as per the terms and conditions of the said Development Agreement.
2. To present any Agreement/s to Sell, Sale Deed/s and other conveyance/s in respect of the **Owners No.1 and 2** allocation in the form of completed Units/car parking spaces as per the terms and conditions of the said Development Agreement), for registration; and to admit execution and receipt of consideration before the Registrar, Sub-Registrar having authority therefor and to get the same registered and to do all acts, deeds and things which my said Attorney/s shall consider necessary for conveying the said extent, to any purchaser/s and/or his/ her/ their nominee/s or assignee/s or in any other manner as my Attorney/s may deem fit as fully and effectually in all respects as I could do the same myself.

M. W. [Signature]

Haraprasad Das

Sudatta Roy

3. To receive advances and balance of sale price from any purchaser/s, transferee/s and/or or his/her/their nominee/s or assignee/s and to issue proper and valid receipts and discharges therefor in respect of the owners allocation in the form of completed Units/car parking spaces as per the terms and conditions of the said Development Agreement).
4. To deliver possession of the **Owners No.1 and 2** allocation in the form of completed Units/car parking spaces as per the terms and conditions of this Development Agreement) to the prospective purchaser/s, transferee/s and other persons to whom my Attorney/s may deem fit, to the extent referred to herein above.
5. To fully support the mutation of the name/s of the prospective purchaser/s of the completed units and having right over car parking spaces in respect of the **Owners No.1 and 2** allocation as per the terms and conditions of this Development Agreement), before the jurisdictional municipal authorities.
6. To sign and execute necessary documents, declarations, affidavits, undertakings and other documents required for completion of the sale and/or transfer and/or alienation of the owners allocation in the form of completed Units/car parking spaces as per the terms and conditions of the said Development Agreement) and to do all other acts, deeds and things that may be necessary for achieving the purposes mentioned herein.
7. To sign and execute any Rectification Deeds, Modification Deeds and Confirmation Deeds and other documents in relation to the documents executed by the Attorney in favour of the transferees and to get the same registered in the manner required under law.
8. To sign and execute any deeds of cancellation of agreements, cancellation of deeds of sale deeds and any other documents that were executed by the Attorney in respect of the **Owners No.1 and 2** allocation in the form of completed Units/car parking spaces as per the terms and conditions of this Development Agreement) and to get the same registered in the manner required under law.
9. To sign and execute any Agreement/s, Lease Deed/s, Sub-Lease Deed/s, Assignment Deed/s and other conveyance/s in favour of the prospective lessees, sub lessees,

M. W. Singh

Harpal Singh D S
Sudatta Roy

under lessees and/or his/ her/ their nominee/s or assignee/s on such terms and conditions as my Attorney deems it fit in respect of the **Owners No.1 and 2** allocation in the form of completed Units/car parking spaces as per the terms and conditions of the said Development Agreement).

10. To present any Agreement/s, Lease Deeds or other Conveyances in respect of the **Owners No.1 and 2** allocation in the form of completed Units/car parking spaces as per the terms and conditions of this Development Agreement) and to admit execution and receipt of consideration thereof before the Sub-Registrar having authority therefore, and to get the same registered in the manner required under law and to do all acts, deeds and things which my said Attorney shall consider necessary by way of Lease or otherwise to the said lessees/ sub-lessees and/or his/ her/ their nominee/s or assignee/s or in any other manner as my Attorney may deem it fit as fully and effectually in all respects as we could do the same ourselves.

11. And generally to do all such acts, deeds and things in connection with the above matters as my Attorney/s shall think fit and proper, as fully and effectually as I could do ourselves, notwithstanding no express powers or authority in that behalf is hereunder provided.

And I, the undersigned do hereby and at all times and hereafter, shall ratify and confirm all and whatever other act or acts my said Attorney/s shall lawfully do or cause to be done by virtue of these presents.

IT IS HEREBY CLARIFIED that this Power of Attorney shall continue to be in force, and be fully valid till such time the attorney completes the transfer of the **Owners No.1 and 2** allocation in the form of completed Units/car parking spaces in terms of the said Development Agreement.

WE HEREBY DECLARE that this Power of Attorney is given in favour of my said Attorneys jointly and/or severally and accordingly, our said Attorneys shall be entitled to exercise independently of each other the powers conferred upon them.

WE HEREBY AGREE AND DECLARE to ratify and confirm whatsoever our said Attorneys shall do by virtue of these presents and that I shall not prevent the enforcement of this Power of Attorney.

M. W. [Signature]

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Sudatta Ray

(POWERS GIVEN BY DEVELOPER TO OWNERS)

WE, ZAYN BUILDCON PRIVATE LIMITED (PAN - AABCZ9754G) & (CIN - U45200WB2022PTC254373), a Private Limited Company incorporated within the meaning of the Companies Act, 2013 and having its registered office at Premises No. 31/1A, Dr. Suresh Sarkar Road, P.O. & P.S. Entally, Kolkata - 700014 being represented by its Director/Authorized Signatory **MOHAMMED WASIM (PAN AAYPW6174B)**, son of Md. Nasim, by faith - Islam, by occupation - Business, by Nationality Indian, residing at 31/1A, Dr. Suresh Sarkar Road, P.O. & P.S. Entally, Kolkata - 700 014, do hereby and irrevocably nominate, constitute and appoint **(1) SRI HARAPRASAD DAS (2) SMT. SUDATTA ROY** and **ZAYN BUILDCON** to be our true and lawful Attorneys, jointly and/or severally to do, execute and perform all or any of the following acts, deeds, matters and things IN CONNECTION WITH the said premises/said property or any part thereof and the **Amalgamated Property post amalgamation** that is to say:

1. To sign and execute any Agreement/s to Sell, Sale Deed/s and other conveyance/s and Transfer Deed/s in favour of the purchaser/s and/or transferee/s and/or his/her/their nominee/s or assignee/s on such terms and conditions as our Attorney/s deem/s fit in respect of the owners allocation in the form of completed Units/car parking spaces as per the terms and conditions of the said Development Agreement.
2. To present any Agreement/s to Sell, Sale Deed/s and other conveyance/s in respect of the owners allocation in the form of completed Units/car parking spaces as per the terms and conditions of the said Development Agreement), for registration; and to admit execution and receipt of consideration before the Registrar, Sub-Registrar having authority therefor and to get the same registered and to do all acts, deeds and things which our said Attorney/s shall consider necessary for conveying the said extent, to any purchaser/s and/or his/ her/ their nominee/s or assignee/s or in any other manner as our Attorney/s may deem fit as fully and effectually in all respects as we could do the same ourselves.
3. To receive advances and balance of sale price from any purchaser/s, transferee/s and/or or his/her/their nominee/s or assignee/s and to issue proper and valid receipts and discharges therefor in respect of the owners allocation in the form of



Haraprasad Das
Sudatta Roy

completed Units/car parking spaces as per the terms and conditions of the said Development Agreement).

4. To deliver possession of the owners allocation in the form of completed Units/car parking spaces as per the terms and conditions of this Development Agreement) to the prospective purchaser/s, transferee/s and other persons to whom our Attorney/s may deem fit, to the extent referred to herein above.
5. To fully support the mutation of the name/s of the prospective purchaser/s of the completed units and having right over car parking spaces in respect of the owners allocation as per the terms and conditions of this Development Agreement), before the jurisdictional municipal authorities.
6. To sign and execute necessary documents, declarations, affidavits, undertakings and other documents required for completion of the sale and/or transfer and/or alienation of the owners allocation in the form of completed Units/car parking spaces as per the terms and conditions of the said Development Agreement) and to do all other acts, deeds and things that may be necessary for achieving the purposes mentioned herein.
7. To sign and execute any Rectification Deeds, Modification Deeds and Confirmation Deeds and other documents in relation to the documents executed by the Attorney in favour of the transferees and to get the same registered in the manner required under law.
8. To sign and execute any deeds of cancellation of agreements, cancellation of deeds of sale deeds and any other documents that were executed by the Attorney in respect of the owners allocation in the form of completed Units/car parking spaces as per the terms and conditions of this Development Agreement) and to get the same registered in the manner required under law.
9. To sign and execute any Agreement/s, Lease Deed/s, Sub-Lease Deed/s, Assignment Deed/s and other conveyance/s in favour of the prospective lessees, sub lessees, under lessees and/or his/ her/ their nominee/s or assignee/s on such terms and conditions as our Attorney deems it fit in respect of the owners

M. A. Singh

Hampstead D.O.
Sudatta Ray

allocation in the form of completed Units/car parking spaces as per the terms and conditions of the said Development Agreement).

10. To present any Agreement/s, Lease Deeds or other Conveyances in respect of the owners allocation in the form of completed Units/car parking spaces as per the terms and conditions of this Development Agreement) and to admit execution and receipt of consideration thereof before the Sub-Registrar having authority therefor, and to get the same registered in the manner required under law and to do all acts, deeds and things which our said Attorney shall consider necessary by way of Lease or otherwise to the said lessees/ sub-lessees and/or his/ her/ their nominee/s or assignee/s or in any other manner as our Attorney may deem it fit as fully and effectually in all respects as we could do the same ourselves.
11. And generally to do all such acts, deeds and things in connection with the above matters as our Attorney/s shall think fit and proper, as fully and effectually as we could do ourselves, notwithstanding no express powers or authority in that behalf is hereunder provided.

And we, the undersigned do hereby and at all times and hereafter, shall ratify and confirm all and whatever other act or acts our said Attorney/s shall lawfully do or cause to be done by virtue of these presents.

IT IS HEREBY CLARIFIED that this Power of Attorney shall continue to be in force, and be fully valid till such time the attorney completes the transfer of the owners allocation in the form of completed Units/car parking spaces in terms of the said Development Agreement.

WE HEREBY DECLARE that this Power of Attorney is given in favour of our said Attorneys jointly and/or severally and accordingly, our said Attorneys shall be entitled to exercise independently of each other the powers conferred upon them.

WE HEREBY AGREE AND DECLARE to ratify and confirm whatsoever our said Attorneys shall do by virtue of these presents and that we shall not prevent the enforcement of this Power of Attorney.

M. W. Singh

Harprasad D. V.

Sudatta Ray

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

SIGNED AND DELIVERED

by the **OWNERS** at Kolkata in
the presence of:

1. *Disha Senapati, Advocate*
6A, K.S. Roy Road,
KOL - 700001.

Haraprasad Das
(HARAPRASAD DAS)

2. *Riya Mishra, Advocate*
6A, K.S. Roy Road
KOL - 700001

Sudatta Roy
(SUDATTA ROY)
ZAYN BUILDCON
M. Wasim
Proprietor (ZAYN BUILDCON)
Represented by its Proprietor Mohammed Wasim

SIGNED AND DELIVERED

by the **DEVELOPER** at Kolkata
in the presence of:

1. *Disha Senapati, Advocate*
6A, K.S. Roy Road,
KOL - 700001.

ZAYN BUILDCON PRIVATE LIMITED

M. Wasim
Director

(ZAYN BUILDCON PRIVATE LIMITED)

Represented by its Director/Authorized Signatory Mohammed Wasim

2. *Debaraj Roy*
Sudatta Roy
KOL - 14

Read & Approved By

Haraprasad Das *M. Wasim*
Sudatta Roy

Drafted by:

Kapil Lath, Advocate
KAPIL LATH, ADVOCATE
(Enrollment No. - F/517-01)
S. K. LATH & CO., ADVOCATES
HIGH COURT, KOLKATA 6A, K.S. ROY ROAD,
2nd FLOOR, KOLKATA 700001

Memo of Consideration

SL. No.	Cheque No./ Cash/ D.D.	Date	Name of the Bank and Branch	Amount (Rs.)
1.	503561	25.01.2024	ICICI BANK , C.I.T ROAD BRANCH	12,60,000/-
2.	503562	25.01.2024	ICICI BANK , C.I.T ROAD BRANCH	8,40,000/-
TOTAL				21,00,000
(Rs. Twenty One Lakhs Only)				

Harpansud D
Sudatta Roy

All at Kolkata and all in the presence of

WITNESSES:-

1. Signature:- *Ilisha Senapati*

Name: *ILISHA SENAPATI*

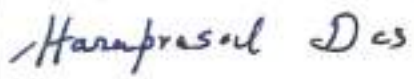
Address: *6A, K.S. Roy Road,
KOL - 700001.*

2. Signature:- *Riya Mishra*

Name: *Riya Mishra, Advocate*

Address: *6A, K.S. Roy Road
KOL - 700001*

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signatures of the executants	Presentants						
								
			Little	Ring	Middle (left)	Fore (hand)	Thumb	
								
			Thumb	Fore	Middle (right)	Ring (hand)	Little	
								
			Little	Ring	Middle (left)	Fore (hand)	Thumb	
								
			Thumb	Fore	Middle (right)	Ring (hand)	Little	
								
			Little	Ring	Middle (left)	Fore (hand)	Thumb	
								
			Thumb	Fore	Middle (right)	Ring hand)	Little	



Government of West Bengal

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

Signature / LTI Sheet of Query No/Year 16042000212664/2024

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mohammed Wasim 31/1A, Dr. Suresh Sarkar Road, City:- Not Specified, P.O:- Entaly, P.S:-Entaly, District:- South 24-Parganas, West Bengal, India, PIN:- 700014	Representative of Land Lord [ZYAN BUILDCO M] ,[ZAYN BUILDCO N PRIVATE LIMITED]			 25-01-2024
2	Shri Haraprasad Das 11/2, City:- Kolkata, P.O:- Narkeldanga, P.S:- Amharst Street, District:- Kolkata, West Bengal, India, PIN:- 700009	Land Lord			 25-01-2024
3	Smt Sudatta Roy 25/6/3, City:- Not Specified, P.O:- Baranagar, P.S:- Baranagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700036	Land Lord			 25-01-2024

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Debasish Roy Son of Late Gopal Roy Sealdah Court, City:- Not Specified, P.O:- Entaly, P.S:-Entaly, District:-South 24- Parganas, West Bengal, India, PIN:- 700014	Mohammed Wasim, Shri Haraprasad Das, Smt Sudatta Roy			 25-01-2024

(Anupam Halder)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



250120242036003699

GRIPS Payment Detail

GRIPS Payment ID:	250120242036003699	Payment Init. Date:	25/01/2024 14:28:15
Total Amount:	96065	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	1824298274240	BRN Date:	25/01/2024 14:28:42
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name:	Mr Mohammed Wasim
Mobile:	8777277469

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240360037008	Directorate of Registration & Stamp Revenue	96065
Total			96065

IN WORDS: NINETY SIX THOUSAND SIXTY FIVE ONLY.

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





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



192023240360037008



GRN Details

GRN:	192023240360037008	Payment Mode:	SBI Epay
GRN Date:	25/01/2024 14:28:15	Bank/Gateway:	SBIePay Payment Gateway
BRN :	1824298274240	BRN Date:	25/01/2024 14:28:42
Gateway Ref ID:	IGAQTQOQG5	Method:	State Bank of India NB
GRIPS Payment ID:	250120242036003699	Payment Init. Date:	25/01/2024 14:28:15
Payment Status:	Successful	Payment Ref. No:	2000212664/4/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr Mohammed Wasim
Address:	Entaly
Mobile:	8777277469
Period From (dd/mm/yyyy):	25/01/2024
Period To (dd/mm/yyyy):	25/01/2024
Payment Ref ID:	2000212664/4/2024
Dept Ref ID/DRN:	2000212664/4/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000212664/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	75051
2	2000212664/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	21014
Total				96065

IN WORDS: NINETY SIX THOUSAND SIXTY FIVE ONLY.

PAID

Major Information of the Deed

Deed No :	I-1604-01012/2024	Date of Registration	30/01/2024
Query No / Year	1604-2000212664/2024	Office where deed is registered	
Query Date	24/01/2024 7:48:19 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sangbeet Das Paschim Medinipore, Shreyashi Chatra Nibas Shreyashi Chatra Nibas, Thana : Datan, District : Paschim Midnapore, WEST BENGAL, PIN - 721426, Mobile No. : 7551058103, Status : Solicitor firm		
Transaction	Additional Transaction		
[0116] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4311] Other than Immovable Property, Receipt [Rs : 21,00,000/-]		
Set Forth value	Market Value		
Rs. 5/-	Rs. 3,72,47,508/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,151/- (Article 48(g))	Rs. 21,046/- (Article-E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Narikeldanga, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hari Nath Dey Road, Road Zone : (A. P. C. Rd – Raja Dinendra Street) , Premises No: 11/1, , Ward No: 028 Pin Code : 700009

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	1 Katha 13 Chatak 22.5 Sq Ft	1/-	78,01,021/-	Width of Approach Road: 4 Ft.,

District: South 24-Parganas, P.S:- Narikeldanga, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hari Nath Dey Road, Road Zone : (A. P. C. Rd – Raja Dinendra Street) , Premises No: 11/2, , Ward No: 028 Pin Code : 700009

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :-)		Bastu	1 Katha 12 Chatak	1/-	82,75,458/-	Width of Approach Road: 24 Ft.,

District: South 24-Parganas, P.S:- Narikeldanga, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hari Nath Dey Road, Road Zone : (A. P. C. Rd – Raja Dinendra Street) , Premises No: 11, , Ward No: 028 Pin Code : 700009

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L3	(RS :-)		Bastu	3 Katha 12 Chatak 2 Sq Ft	1/-	1,86,80,279/-	Property is on Road
Grand Total :				12.1218Dec	3 /-	347,58,758 /-	

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mohammed Wasim (Presentant) Son of Md Nasim 31/1A, Dr. Suresh Sarkar Road, City:- Not Specified, P.O:- Entaly, P.S:-Entaly, District:- South 24-Parganas, West Bengal, India, PIN:- 700014, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: aaxxxxxx4b, Aadhaar No: 38xxxxxxxx7374 Status : Representative, Representative of : ZYAN BUILDCON (as Sole Proprietor), ZAYN BUILDCON PRIVATE LIMITED (as authorized signatory)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Debasish Roy Son of Late Gopal Roy Sealdah Court, City:- Not Specified, P.O:- Entaly, P.S:-Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700014			
Identifier Of Mohammed Wasim, Shri Haraprasad Das, Smt Sudatta Roy			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	ZYAN BUILDCON	ZAYN BUILDCON PRIVATE LIMITED-1.01406 Dec
2	Shri Haraprasad Das	ZAYN BUILDCON PRIVATE LIMITED-1.01406 Dec
3	Smt Sudatta Roy	ZAYN BUILDCON PRIVATE LIMITED-1.01406 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	ZYAN BUILDCON	ZAYN BUILDCON PRIVATE LIMITED-0.9625 Dec
2	Shri Haraprasad Das	ZAYN BUILDCON PRIVATE LIMITED-0.9625 Dec
3	Smt Sudatta Roy	ZAYN BUILDCON PRIVATE LIMITED-0.9625 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	ZYAN BUILDCON	ZAYN BUILDCON PRIVATE LIMITED-2.06403 Dec
2	Shri Haraprasad Das	ZAYN BUILDCON PRIVATE LIMITED-2.06403 Dec
3	Smt Sudatta Roy	ZAYN BUILDCON PRIVATE LIMITED-2.06403 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	ZYAN BUILDCON	ZAYN BUILDCON PRIVATE LIMITED-730.00000000 Sq Ft
2	Shri Haraprasad Das	ZAYN BUILDCON PRIVATE LIMITED-730.00000000 Sq Ft
3	Smt Sudatta Roy	ZAYN BUILDCON PRIVATE LIMITED-730.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	ZYAN BUILDCON	ZAYN BUILDCON PRIVATE LIMITED-500.00000000 Sq Ft
2	Shri Haraprasad Das	ZAYN BUILDCON PRIVATE LIMITED-500.00000000 Sq Ft
3	Smt Sudatta Roy	ZAYN BUILDCON PRIVATE LIMITED-500.00000000 Sq Ft

Endorsement For Deed Number : I - 160401012 / 2024

On 25-01-2024

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

Presented for registration at 21:09 hrs. on 25-01-2024, at the Private residence by Mohammed Wasim ..

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,72,47,508/-

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

Execution is admitted on 25/01/2024 by 1. Shri Haraprasad Das, Son of Late Dilip Kumar Das, 11/2, P.O: Narkeldangs, Thana: Amharst Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by Profession Retired Person, 2. Smt Sudatta Roy, Wife of Shri Subir Roy, 25/6/3, P.O: Baranagar, Thana: Baranagar, North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by Profession Business Identified by Mr Debasish Roy, . . Son of Late Gopal Roy, Sealdah Court, P.O: Entally, Thana: Entally, . South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 25-01-2024 by Mohammed Wasim, authorized signatory, ZAYN BUILDCON PRIVATE LIMITED (Private Limited Company), 31/1A, Dr. Suresh Sarkar Road, City:- Not Specified, P.O:- Entally, P.S:-Entally, District:-South 24-Parganas, West Bengal, India, PIN:- 700014; Sole Proprietor, ZYAN BUILDCON (Sole Proprietorship), 31/1A, Dr. Suresh Sarkar Road, City:- Not Specified, P.O:- Entally, P.S:-Entally, District:-South 24-Parganas, West Bengal, India, PIN:- 700014

Identified by Mr Debasish Roy, . . Son of Late Gopal Roy, Sealdah Court, P.O: Entally, Thana: Entally, . South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk



Anupam Haider
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 30-01-2024

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21,046.00/- (B = Rs 21,000.00/- , E = Rs 14.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21,014/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/01/2024 2:28PM with Govt. Ref. No: 192023240360037008 on 25-01-2024, Amount Rs: 21,014/-, Bank: SBI EPay (SBIPay), Ref. No. 1824298274240 on 25-01-2024, Head of Account 0030-03-104-001-16

Statement of Working Party

The Working Party has completed its work and is pleased to report that it has achieved its objectives and has produced a report which will be of great value to the Commission.

The Working Party has

been very fortunate to have had the assistance of the Commission's staff, who have been most helpful and efficient in all respects.

The Working Party has also been very fortunate to have had the assistance of the Commission's staff, who have been most helpful and efficient in all respects.

Yours faithfully,

Working Party

Working Party

Working Party

Working Party

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2024, Page from 32448 to 32517

being No 160401012 for the year 2024.



(Signature)

Digitally signed by Anupam Halder
Date: 2024.01.30 17:04:36 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 30/01/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.