

04/05/2025

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24537/2025

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

अभिज्ञान प्रमाणित है कि यह दस्तावेज़ सही है और इसमें
Registered. The signature of the person with the
document are the part of the document.

16/05/2025
Q-200131778/2025

AU 901138

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

16 MAY 2025

DEVELOPMENT AGREEMENT

WITH

DEVELOPMENT CUM SALE POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT WITH DEVELOPMENT
CUM SALE POWER OF ATTORNEY is made on the 16th day of
May, Two Thousand Twenty-Five (2025)

BETWEEN

M/S. KRISHNA DAS

Krishna Das

Proprietor

15 MAY 2025
S.L. No. 1622 Date
Name Dipak Guethet (A.V.)
Address 100/1 Alipar Bridges Court. 101-27
Value

Govt. Stamp Vender
SUBHOJIT DEB
Sonarpur A.D./S.R.O., Kol-150

Ammapurna Chatterjee (Das)
W/o - Jayanta Das
Address - Garia, Panchpota,
Sabujsangha, Deshbandhugan
Kol- 700152



(1) SRI SHYAMAL BIKASH DEY, (PAN CEUPD4131D, D.O.B 03/05/1970, Aadhaar No. 4968-3164-5306, Mobile No. 7980246990) son of Late Dakshina Ranjan Dey, by religion Hindu, by occupation business, and (2) SMT. LINA RANI DEY, (PAN CEUPD4130C, D.O.B 20/05/1978, Aadhaar No. 9394-4691-0716, Mobile No. 7980246990) wife of Sri Shyamal Bikash Dey, by religion Hindu, by occupation service, both are resident of Piyali, P. O. Kolarea, P.S. Canning, District South 24 Parganas, PIN 743363, hereinafter referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assignee) the party of the FIRST PART;

AND

"M/S KRISHNA DAS" a sole proprietorship concern having its office at 27, Sreenagar Main Road, P.O. Panchasayar, Police Station Narendrapur, , Kolkata 700094, represented by its sole proprietor SRI KRISHNA DAS (PAN AGRPD4448A, DOB 10/12/1969), (AADHAAR NO. 2491-6142-2122, MOBILE NO. 9831496131) son of late Kanai Lal Das, by faith Hindu, by occupation Business, by nationality Indian, residing at 27, Sreenagar Main Road, Police Station previously Sonarpur now Narendrapur, P.O. Panchasayar, Kolkata 700094, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors in interest and assignee) the party of the SECOND PART

AND

"M/S MOUBEE CONSTRUCTION" (PAN ABKFM2752Q) a partnership concern having its office at Anuradha Apartment, Holding No. 1906 & 248, Dhalua Uttar, P.O. Dhalua, P.S. Sonarpur, Kolkata 700152, represented by its partners (1). SRI DEBABRATA MONDAL (PAN NO. AJJPM8566B, D.O.B 25/04/1972, Aadhaar No. 4710-5738-9583, Mobile No. 9163845032), son of late Birendra Nath Mondal, by faith Hindu, by occupation business, residing at Dhalua, P.O. Dhalua, P.S. Sonarpur, District South 24 Parganas, Kolkata 700152; (2) SMT. SUSMITA GUCHHAIT (BERA), (PAN ASHPB6515G, D.O.B 26/09/1981, Aadhaar No. 6535-3220-3241, Mobile No. 9330847688), wife of Sri Dipak Guchhait, by faith Hindu, by occupation business, residing at Dhalua Nabapally, P.O. Dhalua, P.S. Sonarpur, District South 24 Parganas, Kolkata 700152; (3) SMT. REKHA CHATTERJEE, (PAN ANTPC2695M, D.O.B 08/11/1985, Aadhaar No. 7021-4526-5498, Mobile No. 9748997028), daughter of Late Tapan Mondal, by faith Hindu, by occupation business, residing at Dhalua Paschimpara, P.O. Dhalua, P.S. Sonarpur, District South 24 Parganas, Kolkata 700152, and (4) SMT. TARA RANI MANNA (PAN BTRPM1644R, D.O.B 01/01/1987, Aadhaar No. 6405-2728-0333, Mobile No. 7439144635), wife of Late Bikash Manna, by faith Hindu, by occupation business, residing at Krishnanagar, P.O. Sagar Krishnanagar, P.S. Sagar, District South 24 Parganas, PIN 743373, hereinafter called and referred to as the "CO-DEVELOPERS/CONFIRMING PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors in interest and assignee) the party of the THIRD PART.

WHEREAS Sri Shymal Bikash Dey and Smt. Lina Rani Dey, both are joint owners of ALL THAT piece and parcel of Bastu land measuring an area of 5

contains 2 chitacks 26 square feet more or less, comprised in C.S. Dag No. 483 (Part), R.S. Dag No. 341 (Part), L.R. Dag No. 357 (Part) appertaining to C.S. Khatian No. 118, R.S. Khatian No. 180, L.R. Khatian No. 3907 & 3908 of Mouza Dhalua, J.L. No.43, R.S. No. 235, Touzi No. 340-342 within the limits of Rajpur-Sonarpur Municipality, under ward No. 2, under Police Station previously Sonarpur now Narendrapur, District South 24 Parganas, which is more fully and particularly described in the first schedule herein after referred by deed of purchased from Sri Jogesh Chandra Majumder son of Late Surya Kumar Majumder, against valuable consideration on 10th November 2003. The said deed has been registered in the office of D.S.R. IV at Alipore recorded in Book No. 1, C.D. Volume No. 17, Pages 642 to 663, being No. 3406 for the year 2014.

AND WHEREAS after purchased the first schedule property the owners, the party of the one part have been mutated the same in their names in the records of B.L. & L.R.O. at Sonarpur and their names have been duly recorded vide L.R. Khatian No. 3908 area of land 4 decimals, and 3907 area of land 5 decimals respectively and they have been paying land revenue to the B.L. & L.R.O. at Sonarpur regularly.

AND WHEREAS the owners, the party of the one part desire to commercially exploit the abovementioned land which is more fully and particularly described in the first schedule hereinafter referred in any manner by constructing thereon a multistoried building which is permissible in accordance with Rajpur-Sonarpur Municipality building rules. But due to paucity of fund and lack of experience, manpower, and other good causes they could not materialize their willingness. As such the owners had entered into a development agreement dated 07/01/2019, with "M/S MOUBEE CONSTRUCTION" a partnership concern, the party of the third part herein with certain terms and conditions mentioned therein. The said

development agreement was registered in the office of A.D.S.R at Garia, vide Deed No. 062 for the year 2019. The land owners, the party of the first part herein also gave power of attorney dated 07/01/2019, in favour of "M/S MOUBEE CONSTRUCTION", the party of the third part herein, therein the party of the another part to develop the schedule land in terms of the said development agreement and also to give authority to sale developer's allocation to third party and to realize consideration there from as there construction cost and profit. The said power of attorney was registered in the office of A.D.S.R at Garia vide Deed No. 066 for the year 2019.

AND WHEREAS the co-developers, the party of the third part herein, therein the another part in terms of the said development agreement, has mutated the said land in the records of Rapur-Sonarpur Municipality in the name of owners, the party of the first part herein, therein the party of the one part vide Holding No. 2208, Dhalua Madhya and was paying Municipality taxes on behalf of the owners to the Rajpur-Sonarpur Municipality.

AND WHEREAS the co-developers, the party of the third part herein, therein the another part, in terms of the said development agreement, has obtained straight three-storied building plan by incurring all costs in the name of owners, the party of the first part herein, therein the party of the one part, containing number of 9 self-contained 2 BHK flats and other provisions as mentioned in sanctioned building plan, vide plan No. 32/CB/02/63, dated 19/08/2020 valid up to 19/08/2025.

AND WHEREAS the co-developers, the party of the third part in terms of the said development agreement, had constructed boundary wall, filling up land and remove garbage and bush etc by incurring their own fund.

AND WHEREAS the co-developers, the party of the third part due to certain incident happened with relating to partners of the firm as such they are not in position to complete the construction work in terms of the said development agreement.

AND WHEREAS the co-developers, the party of the third part herein, prior discussion with the party of the first part herein, both of them jointly come to decision to assign or handover the said development project along with all financial liabilities and other responsibilities in favour of the developer, the party of the second part herein save and except retain the forfeit amount of Rs. 13,00,000/- (Rupees Thirteen Lakhs) only by the owners, which was paid by the co-developers/confirming parties at the time of earlier development agreement dated 07/01/2019.

AND WHEREAS it is pertinent to be mentioned here that the owners, the party of the first part and the co-developers, the party of the third part both of them jointly today i.e., on 16/05/2025, has terminated or canceled the said development agreement dated 07/01/2019 as well as has revoked the said power of attorney dated 07/01/2019, before the D.S.R IV at Alipore vide Deed No. for the year 2025 and deed No. 2025 respectively.

AND WHEREAS the developer, the party of the second part herein after gone through all documents and facts and progress of the development work has agreed to take charge and enter into this development agreement with the land owners, the party of the first part herein and the co-developers/confirming party, the party of the third part herein in the following terms and conditions as set out herein below.

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

1. **DEFINITIONS**

- 1.1 **THE OWNERS:** The owners shall mean (1) SRI SHYAMAL BIKASH DEY, son of Late Dakshina Ranjan Dey, and (2) SMT LINA RANI DEY, wife of Sri Shyamal Bikash Dey and include their heirs executors, successors, administrators, legal representatives, and assigns.
- 1.2 **THE DEVELOPER:** "M/S KRISHNA DAS" a sole proprietorship concern having its office at 27, Sreenagar Main Road, P.O. Panchasayar, Police Station Narendrapur, , Kolkata 700094, represented by its sole proprietor SRI KRISHNA DAS (PAN AGRPD4448A, DOB 10/12/1969), (AADHAAR NO. 2491-6142-2122, MOBILE NO. 9831496131) son of late Kanai Lal Das, by faith Hindu, by occupation Business, by nationality Indian, residing at 27, Sreenagar Main Road, Police Station previously Sonarpur now Narendrapur, P.O. Panchasayar, Kolkata 700094, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed and mean to include its administrators, successors in interest and assigns).
- 1.3 **THE CO-DEVELOPERS/CONFIRMING PARTIES:** "M/S MOUBEE CONSTRUCTION" (PAN ABKFM2752Q) a partnership concern having it's office at Anuradha Apartment, Holding No. 1906 &248, Dhalua Uttar, P.O. Dhalua, P.S. Sonarpur, Kolkata 700152, represented by its partners (1). SRI DEBABRATA MONDAL; (2) SMT.

SUSMITA GUCHHAIT (BERA), (3) SMT. REKHA CHATTERJEE, and
(4) SMT. TARA RANI MANNA.

- 1.4 **THE SAID PROPERTY:** The said Property shall mean the property as described in the FIRST SCHEDULE here under written or howsoever else the same to be known, numbered, called, distinguished and described.
- 1.5 **THE ARCHITECT/LBS:** The Architect/LBS shall mean such Architect/LBS or Architects/LBSs appointed by the developers as Architect/LBS for the building or such other Architect/LBS or Architects/LBSs as may be appointed by the developers, cost of which will be borne by the Developers.
- 1.6 **THE BUILDING:** The building shall mean the straight three storied building proposed to be constructed at or upon the first schedule property.
- 1.7 **BUILDING PLAN:** Building plan shall mean the plan which has been sanctioned by the authority of the Rajpur-Sonarpur Municipality on the first schedule property vide B.P. No. 32/CB/02/63 dated 19/08/2020 valid up to 19/08/2025 subject to further extension if any required.
- 1.8 **THE UNIT:** The unit shall mean the partly or wholly constructed flat/apartment and other provisions of the building as per sanctioned plan (which is agreed to be completed by the Developers) and also include a proportionate share in common portions of the first schedule property and structure whatever the case may be.
- 1.9 **PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY:** Proportionate or proportionate portion or

proportionately shall mean the ratio between the built-up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owners.

- 1.10 **SUPER BUILT-UP AREA:** Super built-up area shall mean covered area of the Unit plus the proportionate area of reservoir, water, tanks, passages, ways, roof and wall other common spaces of the building shall be deemed to be super build-up area of the Unit.
- 1.11 **COMMON FACILITIES:** Common facilities shall mean and include Pathways, stairways, landings, passages, ways, roof, and facilities whatsoever required for the enjoyment, maintenance and/or management of the building or part thereof.
- 1.12 **THE COMMON PORTIONS:** The common portions shall mean and include the common portions to be made and erected for convenience or better enjoyment of self contain flat, unit, garage, shop, and other provisions of the building.
- 1.13 **SALEABLE & SPACE:** Saleable & space shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and space required therefor.
- 1.14 **ALLOCATION OF OWNERS':** Owners allocation shall mean the owners shall be entitled to get one, 2BHK flat No. "C" on the second floor, which is mentioned in the second schedule hereunder written together with undivided proportionate share of land along with all rights of common amenities, facilities, uses, spaces etc. which have been mentioned

in the fifth schedule hereinafter referred to be made at the first schedule property along with Rs. 50,000/- (Rupees Fifteen Thousand) only as forfeit amount from the developer at the time of execution of this agreement.

1.15 ALLOCATION OF CO-DEVELOPERS'/CONFIRMING PARTY:

Co-developers/confirming parties' allocation shall mean the co-developer shall be entitled to get two, 2BHK flat out of which one 2BHK flat No. "B" on the first floor will get by co-developers/confirming party's partner No. 1 & 2 and one, 2BHK flat No. "A" on the second floor will get by co-developers/confirming party's partner No. 3 & 4, which is mentioned in the third schedule hereinafter written, together with undivided proportionate share of land mentioned in the first schedule along with all rights of common amenities, facilities, uses, spaces etc. which have been mentioned in the fifth schedule hereinafter referred and along with Rs. 6,50,000/- (Rupees Six Lakhs and Fifty thousand) only as forfeit amount from the developer at the time of execution of this agreement.

1.16 ALLOCATION OF DEVELOPER: Developers allocation shall mean the developer shall be entitled to get the balance or remaining six 2 BHK flats of the proposed straight three storied building, mentioned in the fourth schedule hereunder written together with undivided proportionate share of the land mentioned in the first schedule along with all right of common amenities, facilities, uses, spaces etc. which have been mentioned in the fifth schedule hereinafter referred to be made at the first schedule property and with all rights of the developer to negotiate for sale out of the said portion either to the intending purchaser or purchasers or retain themselves for adjustment of its expenditure and investments of the

finance for raising and to complete in all respect the said construction at the first schedule property vide building plan No. 32/CB/02/63, dated 19/08/2020 valid up to 19/08/2025 and further extension if any required.

1.17 **TRANSFER WITH IT'S GRAMMATICAL VARIATIONS:** Transfer with its grammatical variations shall mean adopted for effecting what is understood as a transfer of undivided share of land in multi-storied building to purchaser/purchasers thereof by execution and registering Deed or Deeds of conveyance in accordance with the provisions of law in this behalf by the Owners in favour of the purchaser on receipt of consideration.

1.18 **TRANSFeree:** Transferee shall mean the person or persons for residential or other purpose to whom any space in the building shall be transferred.

1.19 **WORD IMPORTING SINGULAR:** Word importing singular shall include pleural and vice versa.

1.20 **WORD IMPORTING MASCULINE GENDER:** Word importing masculine gender shall include feminine and neutral genders, likewise words importing feminine genders shall mean and include masculine and neutral genders and similarly words importing neutral gender shall include masculine and feminine genders.

1.21 **THE DATE OF DELIVERY:** The date of delivery shall mean and include the date on which the Owners and co-developer/confirming parties shall handover the possession of the property to the Developer for starting

the construction work. The owners and co-developer/confirming parties shall bind to handover the possession of the first schedule property in favour of the developer at the time of execution of this agreement. The Developer hereby agrees to issue a letter of acknowledgment for the same. The developer shall complete the construction work in all respect as well as shall be handed over the owner's and co-developer/confirming parties' allocation as mentioned above to the Owners and co-developer/confirming parties respectively by the developer within 24 (Twenty four) months from the date of execution of this agreement on the first schedule property.

1.22 **STATUTE PORTION:** Statute portion shall mean and include the portion which is to be allocated in favor of the developer by this presents.

2. **COMMENCEMENTS:** This agreement shall be deemed to have commenced on and from the date of execution of these presents.

3. **OWNERS AND CO-DEVELOPER/CONFIRMING PARTIES SEVERAL RIGHT AND REPRESENTATIONS:**

3.1 The owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part thereof.

3.2 Save and except the owners and co-developer/confirming parties, nobody else has any right, title and interest, claim or demand whatsoever or howsoever into or upon the said property.

3.3 The owners and co-developer/confirming party have jointly declare that the property agreed to be developed is absolutely freehold, free from all

encumbrances, liens, lispens, charges, litigation, attachments and, agreements. There is no latent or patent defect in the title of the property or any part thereof. The same is also not affected by any order of acquisition or requisition by any public body or bodies. If in the event, the property is found to be so effected in such circumstances the owners shall be liable for the same.

- 3.4 There is no excess vacant land in the said property within the meaning of the Urban land (Ceiling & Regulations) Act, 1976 and the developer on good faith believe the declaration of the owners with regard to free whole title of the first schedule property.
- 3.5 That the total area comprised in the said property after physical measurement is 5 cottahs 2 chitacks 26 square feet a little more or less.
- 3.6 Simultaneously, with the execution of these presents, the owners and co-developer/confirming parties will allow the Developer to take entry to the property or to take possession of the first schedule property which agreed to be developed and whatever may survey and other acts are to be made by the Developer to do so.
- 3.7 That the owners and co-developer/confirming parties undertake to handover the peaceful and vacant possession of the property for the purpose of raising construction at the first schedule property by the Developer on the date of execution of this agreement.
- 3.8 That the owners hereinafter to give development cum sale Power of Attorney in favor of the Developer for the purpose of making such

construction on their own risk and cost as well as to negotiate for sale and make register deeds, documents towards prospective buyers, whatsoever, required of all portions developer allocation as mentioned above along with land share for such built up area without any interference or obstruction of the owners and co-developer/confirming parties other than for breach of contract.

- 3.9. The owners and co-developer/confirming parties shall handover the original deed No. 3406 of 2014, R.S. & L.R. records of right, Khazna receipt and original sanctioned plan to the developer against proper acknowledgement receipt and the developer shall have full liable and responsible for safe custody of the said documents and returned the same to the flat owners association and the developer also responsible during the construction period to produce the same when the owners and co-developer/confirming parties asked for.
- 3.10. The owners and co-developer/confirming parties further declare that they will cooperate with the developer regarding construction work and also cooperate to solve any unwanted problem if arise.

4. **DEVELOPER'S RIGHT:**

- 4.1 That on the basis of this development agreement with development cum sale power of Attorneys the Developer shall raise the construction at the first schedule property by investing own finance and resources and undertakes to erect the said straight three storied building as per the sanctioned building plan. The Developer shall bear all cost for construction of the building.

- 4.2 That the Developer is hereby empowered to suitable modify or alter the sanctioned plan as and when required and submit the same for approval of the Rajpur-Sonarpur Municipality and the entire costs shall be borne by the Developer.
- 4.3 That the Developer herein for the purpose of raising the construction shall have rights to enter into agreement for sale of flats and other provision etc. in respect of Developer's allocation, as mentioned above as well as mentioned in the fourth schedule hereinafter written and to that effect they will be entitled to receive the earnest money from the intending purchaser or purchasers and also transfer the same to the prospective buyer by virtue of Power of Attorney hereinafter given but at all material times, the owners and co developer/confirming party shall not entitle to get such advance money or earnest money or full consideration if any whatsoever.
- 4.4 The Developer shall select the name of the newly constructed building.
- 4.5 The Developer shall be entitled to appoint their own labours, masons, contractor, builder, engineer, architect for necessary to raising the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Developer and all the risk and liability together with all responsibility shall remain with the Developer and to that effect the owners and co-developer/confirming parties shall never be liable or responsible for any debts, payments, misappropriation of fund or anything whatsoever, eventually takes place at the time of construction or after complete the construction and handover the possession to the prospective purchasers. The Developer shall also remain liable to complete the construction of building in all respect. In the matter of

bringing up construction at the first schedule property hereunder written, the developer shall take care, in all respect, and shall be responsible, in the event of any actionable wrong if any occurs to the men and masons to be employed by them or to any third party or parties.

4.6 That the Developer for the purpose of raising the construction of building on the first schedule property hereinafter written, the developer shall be entitled to enter into agreement for sale with regard to his own allocation i.e., Developer's allocation mentioned in the fourth schedule hereinafter written and receive the earnest money from the intending Purchaser or Purchasers together with all advance thereof but at all material time the owners and co-developer/confirming parties will not be entitled for such advance or earnest money or full consideration money if any whatsoever. That the said earnest money accepted by the Developer shall remain charges only with Developer's allocation/share and to that effect the owners' and co-developer/confirming parties' share or allocation i.e. second and third schedule property shall remain unaffected and non-charged.

4.7 The Developer and co-developer/confirming parties shall have the right to transfer their respective allocation to intending purchaser or purchasers and to receive earnest money or full consideration amount from the intending purchaser or purchasers and to execute agreement for sale and final Deed of Conveyance by virtue of Power of Attorney hereinafter referred in respect of their respective allocation as mentioned above and also together with allowing possession to the intending purchaser or purchasers simultaneously.

5. **APPARENT CONSIDERATION:**

That in consideration of this Agreement the owners allow the Developer to construct the building at the first schedule property, it is hereby settled that the owners shall receive the following:-

- 5.1. The owners shall be entitled to get one 2BHK flat being flat No. "C" on the second floor from the proposed straight three storied building according to sanction plan together with all right of common amenities, facilities, uses, spaces etc. which have been mentioned in the fifth schedule hereinafter referred to be made at the first schedule including with undivided proportionate share, right, title, and interest of the land.
- 5.2. The developer shall pay a sum of Rs. 50,000/- (Rupees Fifty Thousand) only to the owners as nonrefundable or forfeit money.
- 5.3. The developer shall pay a sum of Rs.6,50,000/-(Rupees Six Lacs Fifty Thousand) only to the co-developer/confirming party as nonrefundable or forfeit money.
- 5.4. The co-developer/confirming party shall be entitled to get two, 2BHK flat being Flat No. "B" on the first floor and Flat No. "A" on the second floor from the proposed straight three storied building according to sanction plan together with all right of common amenities, facilities, uses, spaces etc. which have been mentioned in the fifth schedule hereinafter referred to be made at the first schedule property including with undivided proportionate share, right, title, and interest of the land.

6. **DEVELOPER'S RIGHT AND REPRESENTATION:**

- 6.1 The Developer shall start construction of straight three storied building and to handover the Owners' and co-developer/confirming parties allocation within 24 (Twenty Four) months from the date of execution of this agreement.
- 6.2 To incur and pay all costs, charges and expenses for construction of the building and complete the same in all respect including obtain CC and electrification of the building.
- 6.3 To allocate the owners and co-developer/confirming parties allocation in the building to be constructed.
- 6.4 To take loan from any nationalized bank or private bank or any other financial institutions or private financiers against developer allocation.

7. **CONSTRUCTION:**

The Developer shall be solely and exclusively responsible for construction of the proposed straight three storied building.

8. **BUILDING:**

- 8.1 The developer shall at their own cost construct, erect and complete a straight three storied building including the common facilities and amenities at the said premises in accordance with the plan with good and standard quality of materials.
- 8.2 The Developer shall erect the said building including install of underground water reservoir, overhead water tanks, pump, permanent

common Electric Connection from the W.B.S.E.D.C.L for electrification of the building and also in the respective flats, apartments through electrical wiring and other facilities as per the specifications and also as per drawing provided by the Architect/LBS in a Multi-Storied building in ownership basis or otherwise.

- 8.3 The Developer shall complete the building with outside plastering and with decent colorings of the outside and putty finish inside of the building in a total complete condition.

9. **LEGAL PROCEEDINGS:**

- 9.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer to defend all actions, suits and proceedings, which may arise in respect of the construction and development of the said premises and all costs, charges, and expenses incurred for that purpose will be borne and paid by the developer alone.
- 9.2 Any dispute arising out of right title and interest of the First Schedule property that will be defended and solved by the developer on behalf of the owners, litigation cost will bear by owners.

10. **OWNERS' INDEMNITY:** The owners hereby undertake to keep the Developer indemnified against all third party claim and actions arising out of any sorts of act of commission or omission of the owners or relating to the marketable title of the property or any acquisition or requisition of the said property or any agreement with the third party.

11. **DEVELOPER'S INDEMNITY:**

- 11.1 The Developer hereby indemnified the owners against all third party claim and actions arising out of any sorts of acts of commission or omission of the developer or relating to the construction of the building.
- 11.2 The Developer hereby undertakes to keep the owners indemnified against all acts, suits, costs, proceedings and claims that may be arise out of the Developer's allocations with regard to the construction and Development of the said premises and/or in the manner of construction of the said building and/or any defect therein.
- 11.3 The Developer will avail the facilities of the right of the common areas and facilities as mentioned herein above.

12. **MISCELLANEOUS:**

- 12.1 The owners, co-developer/confirming parties and developer have entered into this Agreement purely on contractual basis and neither contained herein shall not be deemed to construe as partnership among owners, co-developer/confirming parties and the Developer and not shall the parties hereto constitutes as an Association or company.
- 12.2 The owners hereby undertake to do all such acts, deeds, matters and things that may be reasonable required to be done in the matter and the owners will execute any such additional Power of Attorney and/or authorization in favor of the developer for the purpose of construction of building and the owners also undertake to sign and execute all such additional applications and other documents as the case may be.

- 12.3 The Developer shall frame a scheme for the management and administration of the said building and/or common parts thereof. The owners and co-developer/confirming parties hereby agreed to abide by the Rules and Regulations of such Management Society, Association Holding Organization and hereby give their consent to become member and abide by all rules and regulation for management of the new building.
- 12.4 There is no existing agreement regarding Development of the first schedule property between the owners and co-developer/confirming parties and others save and except this agreement.
- 12.5 It is expressly agreed by and between the parties hereto that the right to use and make construction on the roof will be remain with the parties subject to approval of additional sanction from R.S.M.
- 12.6 The Developer shall not be allowed to do any type of immoral activities whereby the owners as well as the neighbors are prejudicially affected.
- 12.7 This agreement is binding upon all the legal heirs and successors of all the parties.
- 12.8 All disputes and difference amongst the parties arising out of the meaning construction or import of this agreement shall be adjudicated by reference to Arbitration of two independent Arbitrators who are qualified civil engineer cum valuer out of two, one to be appointed by the Developer and other by the owners and co-developer/confirming parties and they, i.e. the said joint Arbitrators shall jointly appoint an umpire at the commencement of the reference and the award of the Arbitrators or the umpire shall be

final and conclusive as among the parties and this Clause shall be deemed to be submitted within the meaning of the Arbitration and conciliation Act 1996 and its statutory modification and/or re-enactment thereof in force from time-to-time.

13. **FORCE MAJEURE:**

13.1 The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the Force Majeure and shall be suspended from the obligations during the period of Force Majeure.

13.2 Force Majeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike and/or commission beyond the reasonable control of the Developer.

**DEVELOPMENT CUM SALE POWER OF ATTORNEY GIVEN BY
OWNERS TO THE DEVELOPER**

KNOW ALL MEN BY THESE PRESENTS We, (1) SRI SHYAMAL BIKASH DEY, (PAN CEUPD4131D, D.O.B 03/05/1970, Aadhaar No. 4968-3164-5306, Mobile No. 7980246990) son of Late Dakshina Ranjan Dey, by religion Hindu, by occupation business, and (2) SMT. LINA RANI DEY, (PAN CEUPD4130C, D.O.B 20/05/1978, Aadhaar No. 9394-4691-0716, Mobile No. 7980246990) wife of Sri Shyamal Bikash Dey, by religion Hindu, by occupation service, both are resident of Piyali, P. O. Kolarea, P.S. Canning, District South 24 Parganas, PIN 743363 hereinafter referred to as the OWNERS/EXECUTANTS do hereby

nominate, constitute and appoint "M/S KRISHNA DAS" a sole proprietorship concern having its office at 27, Sreenagar Main Road, P.O. Panchasayar, Police Station Narendrapur, Kolkata 700094, represented by its sole proprietor SRI KRISHNA DAS (PAN AGRPD4448A, DOB 10/12/1969), (AADHAAR NO. 2491-6142-2122, MOBILE NO. 9831496131) son of late Kanai Lal Das, by faith Hindu, by occupation Business, by nationality Indian, residing at 27, Sreenagar Main Road, Police Station previously Sonarpur now Narendrapur, P.O. Panchasayar, Kolkata 700094, as our true and lawful constituted attorney for us in our name and on our behalf to do or cause to be done or committed the following acts, deeds, things in respect of the said piece and parcel of Bastu land measuring an area of 5 cottahs 2 chitacks 26 square feet, comprised in C.S. Dag No. 483 (Part), R.S. Dag No. 341 (Part), L.R. Dag No. 357 (Part) appertaining to C.S. Khatian No. 118, R.S. Khatian No. 180, L.R. Khatian No. 3908 & 3907 of Mouza Dhalua, J.L. No.43, R.S. No. 235, Touzi No. 340-342 within the limits of Rajpur-Sonarpur Municipality, under ward No. 2, under Police Station previously Sonarpur now Narendrapur, District South 24 Parganas, which is more fully and specifically described in the First Schedule hereunder written in connection with the development of the said property in pursuance of the development agreement.

1. To develop the first schedule property the attorney have right to make any common passage declaration, boundary declaration, gift in favour of the Rajpur-Sonarpur Municipality and to that effect the attorney sign deeds and documents and represents us before the registrar having jurisdiction to registry the above stated deed and documents and the attorney have also right to take necessary steps for the purpose of smooth development of the schedule property and to that affect sign deed and documents on our

behalf in our absence and represent us before the registrar having jurisdiction to register the said deed and other documents as the attorney may deem fit and proper.

2. To appoint and arrange from time to time Architects, Engineers, Contractors, Supervisors and/or other person or persons of such terms as our said attorney shall deem fit and proper to do so and to discharge and/or terminate their appointments in respect of the said property mentioned hereinbefore and hereinafter.
3. To start and complete the construction of straight three storied building as per sanction plan and to hold, keep, possess, supervise, manage, maintain and superintend the affairs in relation to or in connection with the building on the said Holding.
4. To make application to Rajpur-Sonarpur Municipality for extension of time of the existing sanction building plan on our behalf in our absence and to that effect sign all necessary papers and documents and submit the same to the appropriate authority and also appoint Engineer if any require to that purpose.
5. To commence, institute, and prosecute any actions, suit, appeals, revisions, or other proceeding relating to the supervision of the new building in any court civil, criminal, or revenue in connection of the first schedule property or any part or portion thereof.
6. To appoint and discharge advocates, pleaders or other law agents and to sign and verify plaint, written statement, petitions, affidavit, memorandum

of appeal, vakalatnama, cross objection, tabular statement, applications, and all other documents, papers, letters, vouchers, receipts that may be required or necessary and to adduce evidence if necessary in the premises and to make and sign, confirm all or/any affidavits, declaration, bonds whatsoever.

7. To receive any letters, notice and summons with relating to our properties describe in the first schedule herein under written and to give answer thereof in our name and on our behalf or through advocate.
8. To appear for us and on our behalf before the Rajpur-Sonarpur Municipality, W.B.S.E.D.C.L, and other local and/or statutory authorities and all government or semi-government offices and to apply for obtaining extension of time of sanctioned building plan, license, water supply, drainage, electric supply and all services etc. as may be required for the construction of the said building on the said holding.
9. To encumber, mortgage, enter into agreement for sale, execute deed of conveyance, lease, let out or any kind of transfer in any manner whatsoever only in respect of the developer's allocation mentioned in Fourth Schedule herein after referred together with undivided proportionate share in land, common parts, portions, facilities, amenities, and easements only for developer's allocation mentioned in the Fourth Schedule hereinafter referred as per development agreement with regard to flats and other space in the proposed building with any intending purchaser or purchasers on such terms as our said attorney in its absolute discretion shall deem fit and proper and/or to cancel and/or to modify

and/or to repudiate the same in respect of the allocated portion for the developer only.

10. To receive consideration money from the intending purchaser or purchasers, any money that would be paid to our said attorney by any person as rents, charges, costs, expenses and consideration money or part thereof and give and grant good, valid receipt to such person or persons in respect of the developer's allocation as mentioned in the fourth schedule hereinafter referred.
11. For the purpose of sale of flat, to execute, sign agreement for sale, deed of conveyance or conveyances or any rectification deed or declaration for the different saleable flat or flats and other provisions and to present the deed or deeds, declaration before the registrar of appropriate jurisdiction, all deed or declaration for registration in our name and on our behalf and represent us before the registrar and to receive consideration money from the intending purchaser or purchasers in his name or in the name of his company and to credit the same in his account and to give proper receipt and discharge for the same only with regard to developer's allocation.
12. To ask, on demand, recover, receive and collect any money or debt arising out of or in connection with the affairs of his allocated portion on the proposed building at the said holding from any person or persons, company or association, authority or authorities, firm or semi-government concern or concerns including any statutory, local or public bodies for the purpose thereof.

AND GENERALLY to do all acts, deeds, and things as agreed upon which our Attorneys may deem fit and proper for the purpose of development of the schedule property by constructing straight three storied building, and to manage, control, supervision, better enjoyment of our schedule property as effectively as we have done, if we present personally to do so.

AND we the executants/owners do hereby confirm to ratify and confirm all whatsoever our said Attorneys will do or cause to be done in this presents by virtue of the premises as aforesaid.

POWER OF ATTORNEY GIVEN BY OWNERS TO THE CO-DEVELOPERS/CONFIRMING PARTIES

KNOW ALL MEN BY THESE PRESENTS We, (1) SRI SHYAMAL BIKASH DEY, (PAN CEUPD4131D, D.O.B 03/05/1970, Aadhaar No. 4968-3164-5306, Mobile No. 7980246990) son of Late Dakshina Ranjan Dey, by religion Hindu, by occupation business, and (2) SMT. LINA RANI DEY, (PAN CEUPD4130C, D.O.B 20/05/1978, Aadhaar No. 9394-4691-0716, Mobile No. 7980246990) wife of Sri Shyamal Bikash Dey, by religion Hindu, by occupation service, both are resident of Piyali, P. O. Kolarea, P.S. Canning, District South 24 Parganas, PIN 743363 hereinafter referred to as the OWNERS/EXECUTANTS, do hereby nominate, constitute and appoint "M/S MOUBEE CONSTRUCTION" (PAN ABKFM2752Q) a partnership concern having it's office at Anuradha Apartment, Holding No. 1906 & 248, Dhalua Uttar, P.O. Dhalua, P.S. Sonarpur, Kolkata 700152, represented by its partners (1). SRI DEBABRATA MONDAL (PAN NO. AJJPM8566B, D.O.B 25/04/1972, Aadhaar No. 4710-5738-9583, Mobile No. 9163845032), son of late Birendra Nath Mondal, by faith Hindu, by occupation business, residing at Dhalua, P.O. Dhalua, P.S. Sonarpur, District

South 24 Parganas, Kolkata 700152; (2) SMT. SUSMITA GUCHHAIT (BERA), (PAN ASHPB6515G, D.O.B 26/09/1981, Aadhaar No. 6535-3220-3241, Mobile No. 9330847688), wife of Sri Dipak Guchhait, by faith Hindu, by occupation business, residing at Dhalua Nabapally, P.O. Dhalua, P.S. Sonarpur, District South 24 Parganas, Kolkata 700152; (3) SMT. REKHA CHATTERJEE, (PAN ANTPC2695M, D.O.B 08/11/1985, Aadhaar No. 7021-4526-5498, Mobile No. 9748997028), daughter of Late Tapan Mondal, by faith Hindu, by occupation business, residing at Dhalua Paschimpara, P.O. Dhalua, P.S. Sonarpur, District South 24 Parganas, Kolkata 700152, and (4) SMT. TARA RANI MANNA (PAN BTRPM1644R, D.O.B 01/01/1987, Aadhaar No. 6405-2728-0333, Mobile No. 7439144635), wife of Late Bikash Manna, by faith Hindu, by occupation business, residing at Krishnanagar, P.O. Sagar Krishnanagar, P.S. Sagar, District South 24 Parganas, PIN 743373, as our true and lawful constituted attorney for us in our name and on our behalf to do or cause to be done or committed the following acts, deeds, things in respect of the said piece and parcel of Bastu land measuring an area of 5 cottahs 2 chitacks 26 square feet, comprised in C.S. Dag No. 483 (Part), R.S. Dag No. 341 (Part), L.R. Dag No. 357 (Part) appertaining to C.S. Khatian No. 118, R.S. Khatian No. 180, L.R. Khatian No. 3908 & 3907 of Mouza Dhalua, J.L. No.43, R.S. No. 235, Touzi No. 340-342 within the limits of Rajpur-Sonarpur Municipality, under ward No. 2, under Police Station previously Sonarpur now Narendrapur, District South 24 Parganas, which is more fully and specifically described in the First Schedule hereunder written in connection with the development of the said property in pursuance of the development agreement.

1. To encumber, mortgage, enter into agreement for sale, execute deed of conveyance, lease, let out or any kind of transfer in any manner

whatsoever only in respect of the co-developers'/confirming parties' allocation mentioned in the Third Schedule herein after referred together with undivided proportionate share in land, mentioned in the first schedule, common parts, portions, facilities, amenities, and easements, mentioned in the fifth schedule hereinafter referred as per development agreement with regard to flats and other space in the proposed building with any intending purchaser or purchasers on such terms as our said attorney in its absolute discretion shall deem fit and proper and/or to cancel and/or to modify and/or to repudiate the same in respect of the allocated portion for the co-developers'/confirming parties only.

2. To receive consideration money from the intending purchaser or purchasers, any money that would be paid to our said attorney by any person as rents, charges, costs, expenses and consideration money or part thereof and enjoy the said consideration money or other sums against their investment with regard to partial development of the first schedule property and to grant good, valid receipt to such person or persons in respect of the co-developers'/confirming parties' allocation as mentioned in the Third schedule hereinafter referred.
3. To execute agreement for sale, final deed of conveyance or conveyances, any rectification deed or deed of declaration and sign the same with regard to co-developers'/confirming parties' allocation and to represent the deed or deeds, rectifications and declaration before the registrar of appropriate jurisdiction, in our name and on our behalf and represent us before the registrar and to receive consideration money from the intending purchaser or purchasers in their name and to credit the same in their account and to

give proper receipt and discharge for the same only with regard to co-developers'/confirming parties' allocation.

4. To ask, on demand, recover, receive and collect any money or debt arising out of or in connection with the affairs of his allocated portion on the proposed building at the said holding from any person or persons, company or association, authority or authorities, firm or semi-government concern or concerns including any statutory, local or public bodies for the purpose thereof.
5. To appoint and discharge advocates, pleaders or other law agents and to sign and verify plaint, written statement, petitions, affidavit, memorandum of appeal, vakalatnama, cross objection, tabular statement, applications, and all other documents, papers, letters, vouchers, receipts that may be required or necessary and to adduce evidence if necessary in the premises and to make and sign, confirm all or/any affidavits, declaration, bonds whatsoever with regard to Third Schedule property.

AND GENERALLY to do all acts, deeds, and things as agreed upon which our Attorneys may deem fit and proper for the purpose of any kind of transfer i.e., sale, lease, mortgage, rent etc. with regard to third schedule property as effectively as we have done, if we present personally to do so.

AND we the executants/owners do hereby confirm to ratify and confirm all whatsoever our said Attorneys will do or cause to be done with regard to third schedule property mentioned herein before and after in this presents by virtue of the premises as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring an area of 5 cottahs 2 chitacks 26 square feet, comprised in C.S. Dag No. 483 (Part), R.S. Dag No. 341 (Part), L.R. Dag No. 357 (Part) appertaining to C.S. Khatian No. 118, R.S. Khatian No. 180, L.R. Khatian No. 3908 & 3907 of Mouza Dhalua, J.L. No.43, R.S. No. 235, Touzi No. 340-342, Holding No. 2208, Dhalua Madhya, within the limits of Rajpur-Sonarpur Municipality, under ward No. 2, under Police Station Sonarpur, District South 24 Parganas, together with right of all user of 10 feet wide common passage for egress and ingress to the said land from Dhalua Main Road. The said land is butted and bounded as follows:-

ON THE NORTH	:	L.R. Dag No. 357;
ON THE SOUTH	:	4' (feet) wide common passage;
ON THE EAST	:	10' (feet) wide common passage;
ON THE WEST	:	L.R. Dag No. 357.

"SECOND" SCHEDULE ABOVE REFERRED TO

(OWNER'S ALLOCATION)

Owners allocation shall mean the owners will be entitled to get the one 2BHK flat being Flat No. "C" on the second floor of the proposed straight three storied building, together with undivided proportionate share of land along with all right of common amenities, facilities, uses, spaces etc. which have been morefully described in the fifth schedule hereinafter referred to be made at the first schedule property subject to payment of proportionate share of maintenance of the building.

“THIRD” SCHEDULE ABOVE REFERRED TO

(Co-developers’/confirming parties’ allocation)

Co-developers’/confirming parties’ allocation shall mean the co-developer shall be entitled to get two, 2BHK flat out of which one 2BHK flat No. “B” on the first floor will get by partner No. 1 & 2 of the co-developers/confirming party and one 2 BHK flat No. “A” on the second floor will get by partner No. 3 & 4 of co-developers/confirming party and together with undivided proportionate share of land mentioned in the first schedule along with all rights of common amenities, facilities, uses, spaces etc. which have been mentioned in the fifth schedule hereinafter written.

“FOURTH” SCHEDULE ABOVE REFERRED TO

(DEVELOPER’S ALLOCATION)

Developer’s allocation shall mean the developer shall be entitled to get the balance or remaining six 2BHK flats of the proposed straight three storied building, together with undivided proportionate share of the land mentioned in the first schedule along with all right of common amenities, facilities, uses, spaces etc. which have been mentioned in the fifth schedule hereinafter referred.

“FIFTH” SCHEDULE ABOVE REFERRED TO

(Common space, facilities, amenities, users and expenses)

COMMON AREA:

- a). Main entrance of the premises
- b). All mandatory sides spaces.

- c). Stair case running from ground floor to open terrace and stair landing.
- d). Open terrace/roof.
- e). Soak pit and septic tank.
- f). Electric meter room.
- g). Outer walls of the main building.
- h). Surface drains.
- i). Boundary walls.

COMMON FACILITIES:

- a). Common electric meter of the building.
- b). Electric motor pump.
- c). Underground water reservoir.
- d). Overhead water tank.
- e). Water supply.

COMMON EXPENSES:

- a). Expenses electric consumption charges of common meter.
- b). Surface drains, soak pit, and septic tank cleaning.
- c). Maintenance of boundary walls.
- d). Maintenance of outer wall colouring, white washing, repairing etc.
- e). Maintenance of building.

- f). Maintenance of overhead water tank and underground water reservoir.
- g). Khazna in respect of first schedule property.
- h). The developer shall pay and bear all Municipality Taxes and other dues and impositions and outgoing in respect of the said premises till the date of handover the possession of the owners' and co-developers/confirming parties' allocation.
- i). After completion of the total construction and handing over the possession, the developer, the owners, co-developer/confirming parties and including their respective assigns will bear the cost of common facilities and maintenance charges, Durwans' salary, Motor Pump and Electric Charges for the common areas in proportion of their respective possession including proportionate share of premium for the insurance of the building, if any, water, fire, and scavenging charges, B.L& L.R.O rent and Municipality taxes etc.

"SIXTH" SCHEDULE ABOVE REFERRED TO
(GENERAL SPECIFICATION OF THE BUILDING)

PROJECT TIME	24 (Twenty four) months from the date of execution of this agreement.
TYPE OF CONSTRUCTION	R.C.C. frame structure made by L.T./A.C.C./Ambuja/Lafarge/ultratech etc. Cement.
PLASTERING	Inside and outside with Cement mortar in (6:1) and inside putty finished.
FLOORING	Floor marbles with 4" skirting. Cooking platform of the kitchen will

	be of green/black stone.
BRICK WORKS	8", 5", and 3" thickness brick works will be outside and inside walls in cement mortar in (5:1).
CONCRETE	All R.C.C. works in fittings, columns, beams, slabs, lintels, chajja etc. will be done in (1:2:4).
WINDOWS	Aluminium sliding window with glass fitted.
DOORS	Sal wood frame with commercial solid flush doors.
TOILETS & SANITARY	Flooring will be done with antiskid tiles and wall tiles (glazed tiles) white color 60 " from floor level, one Indian type pan toilet, and one western type commode with one low down cisterns in W.C. All sanitary fitting will be of standard quality, water lines be of G.I. & PVC pipe concealed arrangement. All the cistern, pan, commode will be standard quality and outside all pipe will be PVC pipe.
ELECTRICAL	Concealed wiring for 5 amp (light, fan and plug) 15 amp, each in master bed room, kitchen, hall, TV & Calling Bell in each flat. All electrical materials will be of good quality. Plug point will be as per suggestion of the owners. Suitable connection points for telephone, etc. shall be provided.
KITCHEN	Flooring shall be vitrified tiles with green/black stone cooking platform and glazed tiles up to 2'-6" with one sink and water facilities.
EXTRA WORK	Any extra work other than out of this specification shall be extra charged as decided by developer Engineer and such amount shall be deposited before the execution of such work.
WATER SUPPLY	Underground water reservoir and overhead water tank.
INTERIOR WALL COATS	All internal wall will be base putty finished.

IN WITNESS WHEREOF the PARTIES hereto put their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

IN THE PRESENCE OF:-

1. *Shomal Dey*

2. *Lina Rani DEY*

1. *Annapurna Chatterjee*
(C Das)

Garia, Panchpota, Sabujsangha
Kol-700152

2. *Sumit Das*
Surajpurin Kund,
Surin str, Venice Apt,
Kol-700044.

SIGNATURE OF THE OWNERS

M/S. MOURBAN CONSTRUCTION
Debatosh Ghosh

M/S. MOURBAN CONSTRUCTION
Susmita Guha

M/S. MOURBAN CONSTRUCTION
Rekha Chatterjee

Lina Rani Dey

Drafted & Typed by:

Dipak Guha

Advocate

Alipore Judge's court

Kolkata 700027

WB/950/2001

SIG. OF THE CO-DEV./CONFIRMING PARTIES

M/S. KRISHNA DAS

KRISHNA DAS

Proprietor

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

Received from the within named developer within mentioned a sum of Rs. 50,000/- (Rupees Fifty Thousand) only by the owners being nonrefundable or forfeit money and of Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand) only by the co-developers/confirming parties being nonrefundable or forfeit money.

SL	Particulars	Amount (Rs)
1)	By A/C Payee Cheque No. 025925 dated 16 -05-2025, drawn on Indian Bank, Tentulberia Branch, Kolkata 700084.	50,000/-
2	By A/C Payee Cheque No. 025921, dated 07-05-2025, drawn on Indian Bank, Tentulberia Branch, Kolkata 700084.	1,00,000/-
3)	By A/C Payee Cheque No. 025924 dated 16-05-2025, drawn on Indian Bank, Tentulberia Branch, Kolkata 700084..	3,08,000/-
4)	By A/C Payee Cheque No. 025923 dated 16 -05-2025, drawn on Indian Bank, Tentulberia Branch, Kolkata 700084.	1,00,000/-
5)	By A/C Payee Cheque No. 025922 dated 16 -05-2025, drawn on Indian Bank, Tentulberia Branch, Kolkata 700084.	1,42,000/-
	Total-	7,00,000/-

(Rupees Seven Lakhs) only.

WITNESSES

1. Annapurna Chatterjee
(Das)

2. *[Signature]*

Garia, Panchpota,
Sabu'sangha, Kol-700152

M/S. KRISHNA DAS
[Signature]
Proprietor

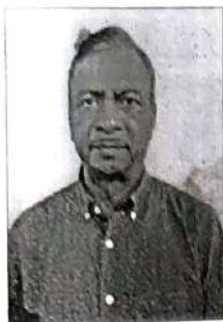
SIGNATURE OF THE OWNERS

[Signature]
Partners

M/S. MOHITA CONSTRUCTION
[Signature]
Partners

Rexha Chatterjee Lina Rani Mamo.
Partners

SIG. OF THE CO-DEV./CONFIRMING PARTIES



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

Name Shamir Dey
Signature Shamir Dey



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

Name Lina Rani Dey
Signature Lina Rani Dey



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

Name Arjun Dey
Signature Arjun Dey



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

Name Subrata Mondal
Signature Subrata Mondal



Thumb

1st finger Middle Finger Ring Finger Small Fingerleft
handright
handName SUSMITA GUCHHAITSignature Susmita Guchhait

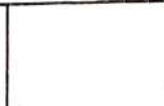
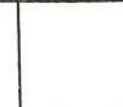
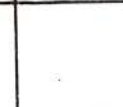
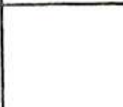
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1st finger Middle Finger Ring Finger Small Fingerleft
handright
handName Rekha ChatterjeeSignature Rekha Chatterjee

Thumb

1st finger Middle Finger Ring Finger Small Fingerleft
handright
handName Jaya Rani MeenaSignature J. Meena

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1st finger Middle Finger Ring Finger Small Fingerleft
handright
hand

PHOTO

Name

Signature



**Government of West Bengal
Directorate of Registration & Stamp Revenue**

e-Assessment Slip

Query No / Year	2001311778/2025	Office where deed will be registered
Query Date	13/05/2025 4:20:43 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	DEBABRATA MONDAL DHALUA, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, PIN - 700152, Mobile No. : 9163845032, Status :Others	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 7,00,000/-]	
Set Forth value	Market Value	
Rs. 1/-	Rs. 61,13,500/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 10,071/- (Article:48(g))	Rs. 7,028/- (Article:E, E, E.)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dhulua Main Road, Mouza: Dhelua, , Ward No: 002 JI No: 43, Pin Code : 700152

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-357 (RS :-)	LR-3908	Bastu	Bastu	2 Katha 9 Chatak 13 Sq Ft		30,19,250/-	Width of Approach Road: 10 Ft.,
L2	LR-357 (RS :-)	LR-3907	Bastu	Bastu	2 Katha 9 Chatak 13 Sq Ft		30,19,250/-	Width of Approach Road: 10 Ft.,
		TOTAL :			8.5158Dec	0 /-	60,38,500 /-	
	Grand Total :				8.5158Dec	0 /-	60,38,500 /-	



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



192025260065500468

GRN Details

GRN: 192025260065500468 Payment Mode: SBI Epay
GRN Date: 15/05/2025 21:14:58 Bank/Gateway: SBlePay Payment Gateway
BRN : 0278431211513 BRN Date: 15/05/2025 21:15:36
Gateway Ref ID: 152117043 Method: State Bank of India WIBMO PG CC
GRIPS Payment ID: 150520252006550045 Payment Init. Date: 15/05/2025 21:14:58
Payment Status: Successful Payment Ref. No: 2001311778/5/2025
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Krishna Das
Address: 27, Sreenagar Main Road, City:- , P.O:- Panchasayar, P.S:-Sonarpur, District:-South 24-Parganas, Wes
Mobile: 9163637527
Period From (dd/mm/yyyy): 15/05/2025
Period To (dd/mm/yyyy): 15/05/2025
Payment Ref ID: 2001311778/5/2025
Dept Ref ID/DRN: 2001311778/5/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001311778/5/2025	Property Registration- Stamp duty	0030-02-103-003-02	10071
2	2001311778/5/2025	Property Registration- Registration Fees	0030-03-104-001-16	7028
Total				17099

IN WORDS: SEVENTEEN THOUSAND NINETY NINE ONLY.

PAID

Major Information of the Deed

Deed No :	I-1604-04537/2025	Date of Registration	16/05/2025
Query No / Year	1604-2001311778/2025	Office where deed is registered	
Query Date	13/05/2025 4:20:43 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	DEBABRATA MONDAL DHALUA, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, PIN - 700152, Mobile No. : 9163845032, Status :Others		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 7,00,000/-]	
Set Forth value		Market Value	
Rs. 1/-		Rs. 61,13,500/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 10,171/- (Article:48(g))		Rs. 7,060/- (Article:E, E, E.)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :






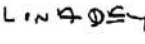
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dhulua Main Road, Mouza: Dhelua, , Ward No: 002 JI No: 43, Pin Code : 700152

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-357 (RS :-)	LR-3908	Bastu	Bastu	2 Katha 9 Chatak 13 Sq Ft		30,19,250/-	Width of Approach Road: 10 Ft.,
L2	LR-357 (RS :-)	LR-3907	Bastu	Bastu	2 Katha 9 Chatak 13 Sq Ft		30,19,250/-	Width of Approach Road: 10 Ft.,
		TOTAL :			8.5158Dec	0 /-	60,38,500 /-	
	Grand Total :				8.5158Dec	0 /-	60,38,500 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	100 Sq Ft.	1/-	75,000/-	Structure Type: Structure,Status of Completion : Completed
Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
	Total :	100 sq ft	1 /-	75,000 /-	










Land Lord Details :



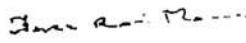


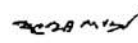
SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Shyamal Bikash Dey Son of Late Dakshina Ranjan Dey Executed by: Self, Date of Execution: 16/05/2025 , Admitted by: Self, Date of Admission: 16/05/2025 ,Place : Office	Photo  16/05/2025	Finger Print  LTI 16/05/2025	Signature  16/05/2025
Piyali, City:- , P.O:- Kolarea, P.S:-Canning, District:-South 24-Parganas, West Bengal, India, PIN:- 743363 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX0 , PAN No.: cexxxxxx1d, Aadhaar No: 49xxxxxxxx5306, Status :Individual, Executed by: Self, Date of Execution: 16/05/2025 , Admitted by: Self, Date of Admission: 16/05/2025 ,Place : Office				
2	Name Smt Lina Rani Dey Wife of Shri Shyamal Bikash Dey Executed by: Self, Date of Execution: 16/05/2025 , Admitted by: Self, Date of Admission: 16/05/2025 ,Place : Office	Photo  16/05/2025	Finger Print  LTI 16/05/2025	Signature  16/05/2025
Piyali, City:- , P.O:- Kolarea, P.S:-Canning, District:-South 24-Parganas, West Bengal, India, PIN:- 743363 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.: cexxxxxx0c, Aadhaar No: 93xxxxxxxx0716, Status :Individual, Executed by: Self, Date of Execution: 16/05/2025 , Admitted by: Self, Date of Admission: 16/05/2025 ,Place : Office				
3	Moubee Construction Holding No. 1906 And 248, Dhalua Uttar, City:- , P.O:- Dhalua, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152 Date of Incorporation:XX-XX-2XX5 , PAN No.: abxxxxxx2q,Aadhaar No Not Provided by UIDAI, Status :Organization as Confirming Party, Executed by: Representative, Executed by: Representative			

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature
1	MS Krishna Das 27, Sreenagar Main Road, City:- , P.O:- Panchasayar, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094 Date of Incorporation:XX-XX-1XX9 , PAN No.: agxxxxxx8a,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Debabrata Mondal (Presentant) Son of Late Birendra Nath Mondal Date of Execution - 16/05/2025, , Admitted by: Self, Date of Admission: 16/05/2025, Place of Admission of Execution: Office	Photo  May 16 2025 1:06PM	Finger Print  Captured LTI 16/05/2025	Signature  16/05/2025
	Dhalua, City:- , P.O:- Dhalua, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.: ajxxxxxx6b, Aadhaar No: 47xxxxxxxx9583 Status : Representative, Representative of : Moubee Construction			
2	Name Smt Susmita Bera, (Alias Name: Smt Susmita Guchhait) Wife of Shri Dipak Guchhait Date of Execution - 16/05/2025, , Admitted by: Self, Date of Admission: 16/05/2025, Place of Admission of Execution: Office	Photo  May 16 2025 1:11PM	Finger Print  Captured LTI 16/05/2025	Signature  16/05/2025
	Dhalua Nabapally, City:- , P.O:- Dhalua, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.: asxxxxxx5g, Aadhaar No: 65xxxxxxxx3241 Status : Representative, Representative of : Moubee Construction			
3	Name Smt Rekha Chatterjee Daughter of Late Tapan Mondal Date of Execution - 16/05/2025, , Admitted by: Self, Date of Admission: 16/05/2025, Place of Admission of Execution: Office	Photo  May 16 2025 1:10PM	Finger Print  Captured LTI 16/05/2025	Signature  16/05/2025
	Dhalua Paschimpara, City:- , P.O:- Dhalua, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.: anxxxxxx5m, Aadhaar No: 70xxxxxxxx5498 Status : Representative, Representative of : Moubee Construction			

4	Name	Photo	Finger Print	Signature
	Smt Tara Rani Manna Wife of Late Bikash Manna Date of Execution - 16/05/2025, , Admitted by: Self, Date of Admission: 16/05/2025, Place of Admission of Execution: Office		 Captured LTI 16/05/2025	 16/05/2025
Krishnanagar, City:- , P.O:- Sagar Krishnanagar, P.S:-Sagar, District:-South 24-Parganas, West Bengal, India, PIN:- 743373, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.:: btxxxxxx4r, Aadhaar No: 64xxxxxxxx0333 Status : Representative, Representative of : Moubee Construction				
5	Name	Photo	Finger Print	Signature
	Shri Krishna Das Son of Late Kanai Lal Das Date of Execution - 16/05/2025, , Admitted by: Self, Date of Admission: 16/05/2025, Place of Admission of Execution: Office		 Captured LTI 16/05/2025	 16/05/2025
27, Sreenagar Main Road, City:- , P.O:- Panchasayar, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: agxxxxxx8a, Aadhaar No: 24xxxxxxxx2122 Status : Representative, Representative of : MS Krishna Das (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Annapurna Das Wife of Jayanta Das Sabuj Sangha Deshbandhu Nagar, City:- , P.O:- Panchpota, P.S:-Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700152		 Captured	
16/05/2025	16/05/2025	16/05/2025	16/05/2025
Identifier Of Shri Shyamal Bikash Dey, Smt Lina Rani Dey, Shri Debabrata Mondal, Smt Susmita Bera, Smt Rekha Chatterjee, Smt Tara Rani Manna, Shri Krishna Das			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Shyamal Bikash Dey	MS Krishna Das-2.12896 Dec
2	Smt Lina Rani Dey	MS Krishna Das-2.12896 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri Shyamal Bikash Dey	MS Krishna Das-2.12896 Dec
2	Smt Lina Rani Dey	MS Krishna Das-2.12896 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Shyamal Bikash Dey	MS Krishna Das-50.00000000 Sq Ft
2	Smt Lina Rani Dey	MS Krishna Das-50.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dhulua Main Road, Mouza: Dhelua, , Ward No: 002 JI No: 43, Pin Code : 700152

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 357, LR Khatian No:- 3908	Owner:শ্যামল বিকাশ দে, Gurdian:শ্রীনা রত্নন, Address:দিল্লী , Classification:বন্য, Area:0.04000000 Acre,	Shri Shyamal Bikash Dey
L2	LR Plot No:- 357, LR Khatian No:- 3907	Owner:লিনা রাণী দে, Gurdian:শ্যামল , Address:দিল্লী , Classification:বন্য, Area:0.05000000 Acre,	Smt Lina Rani Dey

Endorsement For Deed Number : I - 160404537 / 2025

On 16-05-2025

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

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

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

Presented for registration at 12:53 hrs on 16-05-2025, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Shri Debabrata Mondal .

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 61,13,500/-

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

Execution is admitted on 16/05/2025 by 1. Shri Shyamal Bikash Dey, Son of Late Dakshina Ranjan Dey, Piyali, P.O: Kolarea, Thana: Canning, , South 24-Parganas, WEST BENGAL, India, PIN - 743363, by caste Hindu, by Profession Business, 2. Smt Lina Rani Dey, Wife of Shri Shyamal Bikash Dey, Piyali, P.O: Kolarea, Thana: Canning, , South 24-Parganas, WEST BENGAL, India, PIN - 743363, by caste Hindu, by Profession Service

Indetified by Annapurna Das, , , Wife of Jayanta Das, Sabuj Sangha Deshbandhu Nagar, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession House wife

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

Execution is admitted on 16-05-2025 by Shri Debabrata Mondal, Partner, Moubee Construction, Holding No. 1906 And 248, Dhalua Uttar, City:- , P.O:- Dhalua, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152

Indetified by Annapurna Das, , , Wife of Jayanta Das, Sabuj Sangha Deshbandhu Nagar, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession House wife

Execution is admitted on 16-05-2025 by Smt Susmita Bera, , Smt Susmita Guchhait Partner, Moubee Construction, Holding No. 1906 And 248, Dhalua Uttar, City:- , P.O:- Dhalua, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152

Indetified by Annapurna Das, , , Wife of Jayanta Das, Sabuj Sangha Deshbandhu Nagar, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession House wife

Execution is admitted on 16-05-2025 by Smt Rekha Chatterjee, Partner, Moubee Construction, Holding No. 1906 And 248, Dhalua Uttar, City:- , P.O:- Dhalua, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152

Indetified by Annapurna Das, , , Wife of Jayanta Das, Sabuj Sangha Deshbandhu Nagar, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession House wife

Execution is admitted on 16-05-2025 by Smt Tara Rani Manna, Partner, Moubee Construction, Holding No. 1906 And 248, Dhalua Uttar, City:- , P.O:- Dhalua, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152

Indetified by Annapurna Das, , , Wife of Jayanta Das, Sabuj Sangha Deshbandhu Nagar, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession House wife

Execution is admitted on 16-05-2025 by Shri Krishna Das, Proprietor, MS Krishna Das, 27, Sreenagar Main Road, City:- , P.O:- Panchasayar, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094

Indetified by Annapurna Das, , , Wife of Jayanta Das, Sabuj Sangha Deshbandhu Nagar, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession House wife

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7,060.00/- (B = Rs 7,000.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 7,028/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 15/05/2025 9:15PM with Govt. Ref. No: 192025260065500468 on 15-05-2025, Amount Rs: 7,028/-, Bank: SBI EPay (SBIEPay), Ref. No. 0278431211513 on 15-05-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 10,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1622, Amount: Rs.100.00/-, Date of Purchase: 15/05/2025, Vendor name: Subhojit Deb

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 15/05/2025 9:15PM with Govt. Ref. No: 192025260065500468 on 15-05-2025, Amount Rs: 10,071/-, Bank: SBI EPay (SBlePay), Ref. No. 0278431211513 on 15-05-2025, Head of Account 0030-02-103-003-02



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

M/S. KRISHNA DAS

Proprietor

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2025, Page from 115620 to 115669

being No 160404537 for the year 2025.



Digitally signed by Anupam Halder
Date: 2025.05.16 14:51:11 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 16/05/2025

DISTRICT SUB-REGISTRAR

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

West Bengal.