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DEVELOPMENT AGREEMENT
WITH
DEVELOPMENT POWER OF
ATTORNEY

Between

SHRI SUNIL KUMAR DAS

..... **"OWNER"**

And

SMT. MOUSUMI DAS

(Proprietor of "DAS ENTERPRISE")

..... **"DEVELOPER"**

ANJAN KUMAR CHAKRABARTI

Advocate

Residence & Chamber:-

178, Sukanta Nagar,

Hindmotor - 712233, Hooghly

Ph: +919830013867

06448/2021

I-6391/2021

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Q NO. (2) 1803763/2021.

G 867113

Verified that the document is authentic,
Registration, the signature and the
endorsements appear to be genuine and correct
and the part of the document.

Additional Registrar
of Insurances & Credit

22 SEP 2021

DEVELOPMENT AGREEMENT WITH
DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF
ATTORNEY is made on this 22nd day of September 2021 (Two
Thousand Twenty One) A.D.

BETWEEN

Contd.....Page 2

78650

Sumit Kumar Das.

NAME _____
ADD. B/31 New Green Corp.
Re. Housing Society
17 SEP 2021
SURANJAN MUKHERJEE
LAWYER & SONS
C.E. COURT
2 & 3, K. S. Road, Kalyan

Panchosayar

17-700-94

17 SEP 2021



✓

NATIONAL REGISTER OF CITIZENS
ASSAM
22 SEP 2021

SHRI SUNIL KUMAR DAS (PAN : ACLPD2920P) (AADHAAR NO. 4377 7621 2485), son of Late Nanda Gopal Das, by faith - Hindu, by Occupation - Business, by Nationality and Citizenship - Indian, residing at B/31, New Garia Co-operative Housing Society, P.O. - Panchasayar, Kolkata - 700094, P.S. - Purba Jadavpur (now Panchasayar), District - South 24 Parganas, West Bengal, hereinafter called and referred to as the **"OWNER"** (which term and/or expression shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives and/or assigns etc.) of the **ONE PART**.

AND

"DAS ENTERPRISE", a Proprietorship Concern having its office at 1693, Srinagar, P.O. - Panchasayar, Kolkata - 700094, Police Station - Narendrapur (previously Sonarpur), District - South 24 Parganas, West Bengal, represented by its **Sole Proprietor**, named, **SMT. MOUSUMI DAS (PAN - AGYPD4360J) (AADHAAR NO. 3631 2387 6913)**, daughter of Suddhanya Dutta and wife of Shri Sunil Kumar Das, by faith - Hindu, by Occupation - Business, by Nationality and Citizenship - Indian, residing at B/31, New Garia Co-operative Housing Society, P.O. - Panchasayar, Kolkata - 700094, P.S. - Purba Jadavpur (now Panchasayar), District - South 24 Parganas, West Bengal, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject and/or context be deemed to mean and include her heirs, executors, administrators, successors, legal representatives and/or permitted assigns and/or permitted nominee or nominees etc.) of the **OTHER PART**.

WHEREAS : The **"OWNER"** of the **"ONE PART"** herein is the sole and absolute Owner of **ALL THAT** piece and parcel of Rayot Dakholi Swatto

Bishisto Bastu Land, in total measuring more or less **7 (Seven) Cottahs 14 (Fourteen) Chittaks 36 (Thirty Six) Sq. Ft. i.e. more or less 13 Decimals** [5 (Five) Cottahs 8 (Eight) Chittaks i.e. 9 (Nine) Decimals + 2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft. i.e. 4 (Four) Decimals], ALONGWITH Tiles Shed Structure standing thereon, measuring 200 Sq. Ft. in Pargana - Medanmalla, Mouza - Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, L.R. Dag No. 56, L.R. Khatian No. 3870, Municipal Holding No. 1693, Sreenagar, Kolkata - 700094 under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S. - Narendrapur (previously Sonarpur), A.D.S.R. - Garia, D.R. - Alipore, District - South 24 Parganas, West Bengal TOGETHERWITH all customary and easements right appurtenant thereto, morefully described in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the "**said Property**".

AND WHEREAS :

1.1 One Bhupati Kumar Ghoshal alias Bhupati Charan Ghoshal, son of Late Sridhar Chandra Ghoshal, was the Owner of **ALL THAT** piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, measuring more or less **9 Decimals i.e. more or less 5 (Five) Cottahs 8 (Eight) Chittaks** in Pargana - Medanmalla, Mouza - Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, L.R. Dag No. 56, L.R. Khatian No. 1432, presently under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S. - Sonarpur, A.D.S.R. - Garia, D.R.O. - Alipore, District - South 24 Parganas, West Bengal.

1.2 Said Bhupati Kumar Ghoshal died intestate on 19/12/2011, leaving behind him, the following legal heirs and successors :-

(1) Smt. Nirmala Ghoshal (wife), (2) Shri Sanjay Kumar Ghoshal (son) and (3) Smt. Mitali Ghoshal (daughter).

- 1.3 After demise of said Bhupati Kumar Ghoshal, his aforesaid legal heirs, namely; (1) Smt. Nirmala Ghoshal, (2) Shri Sanjay Kumar Ghoshal and (3) Smt. Mitali Ghoshal, became the joint/ co-owners of the aforesaid property left by aforesaid Bhupati Kumar Ghoshal at the time of his demise, as per the Hindu Succession Act, 1956.
- 1.4 After becoming joint/ co-owners of the aforesaid property in the manner stated hereinabove, the aforesaid (1) Smt. Nirmala Ghoshal, (2) Shri Sanjay Kumar Ghoshal and (3) Smt. Mitali Ghoshal, got their names mutated under L.R. Settlement with the records of the Office of the concerned B.L. & L.R.O. respectively against L.R. Khatian Nos. 3806, 3807 & 3805 concerning L.R. Dag No. 56, Mouza - Tentulberia, J.L. No. 44, P.S. - Sonarpur, District - South 24 Parganas.
- 1.5 After recording their names with the records of the Office of the concerned B.L. & L.R.O., the said (1) Smt. Nirmala Ghoshal, (2) Shri Sanjay Kumar Ghoshal and (3) Smt. Mitali Ghoshal made a Tiles Shed Structure on the aforesaid Land and jointly enjoyed the same by paying revenues to the concerned authority and free from all encumbrances.
- 1.6 While peacefully enjoying and occupying the aforesaid property, the said (1) Smt. Nirmala Ghoshal, (2) Shri Sanjay Kumar Ghoshal and (3) Smt. Mitali Ghoshal, jointly **sold, conveyed and transferred ALL THAT** piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, measuring more or less **9 Decimals i.e. more or less 5 (Five) Cottahs 8 (Eight) Chittaks ALONGWITH**

Tiles Shed Structure standing thereon, measuring 100 Sq. Ft. in Pargana – Medanmalla, Mouza – Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian Nos. 28, L.R. Dag No. 56, L.R. Khatian Nos. 3806, 3807 & 3805 presently under Ward No. 1 of the Rajpur-Sonarapur Municipality, P.S. – Sonarpur, A.D.S.R. – Garia, D.R.O. – Alipore, District – South 24 Parganas, West Bengal TOGETHERWITH right of way through the road on the West Side & 12 feet wide road on the East Side ALSO TOGETHERWITH all customary and easements right appurtenant thereto **to and in favour of Shri Sunil Kumar Das**, being the Owner herein, by virtue of Bengali Saaf Bikroy Kobala, dated 22/09/2017, which was registered in the Office of the A.D.S.R. – Garia and therein recorded in Book No. – I, Volume No. 1629-2017, Pages from 97346 to 97374, being Deed No. 162903935 for the year 2017.

- 1.7 After purchase of the Property, as stated above, in terms of his Application, dated 22/12/2017, the aforesaid Property has been mutated in the name of said Shri Sunil Kumar Das against **Municipal Holding No. 1602**, Sreenagar under Ward No. 1 of the Rajpur-Sonarapur Municipality vide. Mutation Certificate, dated 05/01/2018.
- 1.8 Thus, said Shri Sunil Kumar Das, being the Owner of the ONE PART herein, has become seized and possessed of **ALL THAT** piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, measuring more or less **9 Decimals i.e.** more or less **5 (Five) Cottahs 8 (Eight) Chittaks** ALONGWITH Tiles Shed Structure standing thereon, measuring 100 Sq. Ft. in Pargana – Medanmalla, Mouza – Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, L.R. Dag No. 56, L.R. Khatian Nos. 3806, 3807 & 3805, Municipal Holding No. 1602, Sreenagar under Ward

No. 1 of the Rajpur-Sonarapur Municipality, P.S. - Sonarapur, A.D.S.R. - Garia, D.R.O. - Alipore, District - South 24 Parganas, West Bengal TOGETHERWITH right of way through the road on the West Side & 12 feet wide road on the East Side ALSO TOGETHERWITH all customary and easements right appurtenant thereto.

AND WHEREAS :

- 2.1 One Haran Chandra Ghoshal (son of Late Sridhar Chandra Ghoshal) and Others were Swatto Dakholi Owners of Land in R.S. Dag No. 51 and Land in other Dags and recorded in R.S. Khatian No. 28 in Pargana - Medanmalla, Mouza - Tentulberia, J.L. No. 44, District - South 24 Parganas, West Bengal.
- 2.2 During the lifetime of said Haran Chandra Ghoshal, land measuring 4 Decimals in L.R. Dag No. 56 was recorded in L.R. Khatian No. 2385 in Pargana - Medanmalla, Mouza - Tentulberia, J.L. No. 44, District - South 24 Parganas, West Bengal.
- 2.3 While remaining in peaceful possession and occupation of the aforesaid Land, said Haran Chandra Ghoshal died intestate on 16/03/1999, leaving behind him, the following legal heirs and successors :-

(1) Smt. Kanika Ghoshal (wife), (2) Shri Dilip Kumar Ghoshal (son), (3) Shri Samir Ghoshal (son), (4) Smt. Bharati Chakraborty (daughter) and (5) Smt. Arati Mukherjee (daughter).
- 2.4 After demise of said Haran Chandra Ghoshal, his aforesaid legal heirs, namely; (1) Smt. Kanika Ghoshal, (2) Shri Dilip Kumar Ghoshal, (3) Shri Samir Ghoshal, (4) Smt. Bharati Chakraborty

and (5) Smt. Arati Mukherjee, became the joint/ co-owners of the aforesaid property left by aforesaid Haran Chandra Ghoshal at the time of his demise, as per the Hindu Succession Act, 1956.

- 2.5** After becoming joint/ co-owners of the aforesaid property in the manner stated hereinabove, the aforesaid (1) Smt. Kanika Ghoshal, (2) Shri Dilip Kumar Ghoshal, (3) Shri Samir Ghoshal, (4) Smt. Bharati Chakraborty and (5) Smt. Arati Mukherjee, made a Tiles Shed Structure on the aforesaid Land and jointly enjoyed the same by paying revenues to the concerned authority and free from all encumbrances.
- 2.6** While peacefully enjoying and occupying the aforesaid property, the said (1) Smt. Kanika Ghoshal, (2) Shri Dilip Kumar Ghoshal, (3) Shri Samir Ghoshal, (4) Smt. Bharati Chakraborty and (5) Smt. Arati Mukherjee, jointly **sold, conveyed and transferred ALL THAT** piece and parcel of Swatto Dakholi Bastu Land, measuring **2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft.** more or less ALONGWITH Tiles Shed Structure standing thereon, measuring 100 Sq. Ft. in Pargana - Medanmalla, Mouza - Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, L.R. Dag No. 56, L.R. Khatian No. 2385 presently under Ward No. 1 of the Rajpur-Sonarapur Municipality, P.S. - Sonarpur, A.D.S.R. - Garia, D.R. - Alipore, District - South 24 Parganas, West Bengal including road on the North Side ALSO TOGETHERWITH all customary and easements right appurtenant thereto **to and in favour of Shri Sunil Kumar Das**, being the Owner herein, by virtue of Bengali Saaf Bikroy Kobala, dated 05/10/2018, which was registered in the Office of the A.D.S.R. - Garia and therein recorded in Book No. - I, Volume No. 1629-2018, Pages from 141727 to 141761, being Deed No. 162904728 for the year 2018.

- 2.7 After purchase of the Property, as stated above, in terms of his Application, dated 27/06/2019, the aforesaid Property has been mutated in the name of said Shri Sunil Kumar Das against **Municipal Holding No. 1693**, Sreenagar under Ward No. 1 of the Rajpur-Sonarpur Municipality vide. Mutation Certificate, dated 01/07/2019.
- 2.8 Thus, said Shri Sunil Kumar Das, being the Owner of the ONE PART herein, has become seized and possessed of **ALL THAT** piece and parcel of Swatto Dakholi Bastu Land, measuring **2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft.** more or less ALONGWITH Tiles Shed Structure standing thereon, measuring 100 Sq. Ft. in Pargana - Medanmalla, Mouza - Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, L.R. Dag No. 56, L.R. Khatian No. 2385, Municipal Holding No. 1693, Sreenagar under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S. - Sonarpur, A.D.S.R. - Garia, D.R. - Alipore, District - South 24 Parganas, West Bengal including road on the North Side ALSO TOGETHERWITH all customary and easements right appurtenant thereto.

AND WHEREAS :

- 3.1 After becoming owner of the aforesaid Land, in total measuring about more or less 13 Decimals i.e. 7 (Seven) Cottahs 14 (Fourteen) Chittaks 36 (Thirty Six) Sq. Ft more or less [9 (Nine) Decimals i.e. 5 (Five) Cottahs 8 (Eight) Chittaks + 4 (Four) Decimals i.e. 2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft.], by virtue of said Bengali Saaf Bikroy Kobala, dated 22/09/2017 and said Bengali Saaf Bikroy Kobala, dated 05/10/2018, said Shri Sunil Kumar Das, being the Owner of the ONE PART herein has got his

name mutated in respect of the aforesaid total Land measuring more or less 13 Decimals under L.R. Settlement against **L.R. Khatian No. 3870** in respect of L.R. Dag No. 56, Mouza - Tentulberia, J.L. No. 44, P.S. - Sonarpur, District - South 24 Parganas.

- 3.2** Subsequently, the Properties under the aforesaid Municipal Holding No. 1602 & Municipal Holding No. 1693, has become under one Municipal Holding Number, vide. **Municipal Holding No. 1693**, Sreenagar under Ward No. 1 of the Rajpur-Sonarpur Municipality (**Assessment No. 1104302068475**).

AND WHEREAS :

- 4.1** As per the aforesaid 2 (two) Deeds and on the basis of events stated above, said Shri Sunil Kumar Das, is the Owner of **ALL THAT** piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, in total measuring more or less **7 (Seven) Cottahs 14 (Fourteen) Chittaks 36 (Thirty Six) Sq. Ft. i.e. more or less 13 Decimals** [5 (Five) Cottahs 8 (Eight) Chittaks i.e. 9 (Nine) Decimals + 2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft. i.e. 4 (Four) Decimals], **ALONGWITH** Tiles Shed Structure standing thereon, measuring 200 Sq. Ft. in Pargana - Medanmalla, Mouza - Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian Nos. 28, L.R. Dag No. 56, L.R. Khatian No. 3870, Municipal Holding No. 1693, Sreenagar, Kolkata - 700094 under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S. - Narendrapur (previously Sonarpur), A.D.S.R. - Garia, D.R. - Alipore, District - South 24 Parganas, West Bengal **TOGETHERWITH** all customary and easements right appurtenant thereto, morefully described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Owner herein has decided to develop the "**said Property**", being described in the **FIRST SCHEDULE** hereunder written and with the said intentions, the Owner herein made negotiations with the Developer herein from time to time and in confirmations of such negotiations in the matter of proposed Development of the "**said Property**", the Owner and the developer have agreed to proceed into the matter of such development of the "**said Property**".

AND WHEREAS to give effect to such desire in the matter of proposed development of the "**said Property**", the parties hereto have now agreed to enter into this Development Agreement on the terms, conditions, hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:-

ARTICLE : "I"

Unless in these presents there is something in the subject or context inconsistent therewith.

A. LAND:-

Shall mean **ALL THAT** piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, in total measuring more or less **7 (Seven) Cottahs 14 (Fourteen) Chittaks 36 (Thirty Six) Sq. Ft. i.e. more or less 13 Decimals** [5 (Five) Cottahs 8 (Eight) Chittaks i.e. 9 (Nine) Decimals + 2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft. i.e. 4 (Four) Decimals] in Pargana - Medanmalla, Mouza - Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian Nos. 28, L.R. Dag No. 56, L.R. Khatian No. 3870, Municipal Holding No. 1693, Sreenagar, Kolkata - 700094 under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S. - Narendrapur

(previously Sonarpur), A.D.S.R. - Garia, D.R. - Alipore, District - South 24 Parganas, West Bengal TOGETHERWITH all customary and easements right appurtenant thereto, morefully described in the **FIRST SCHEDULE** hereunder written.

B. BUILDING:-

Shall mean the Multi-Storied Building with necessary Additional Structure as may be decided by the Developer but in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipality and other appropriate Authorities for construction on the "**said Property**" and shall include the Flats, Shops, Car Parking Spaces and other spaces intended for the enjoyment of the building by its occupiers on such terms as may be agreed.

C. OWNERS AND DEVELOPER:-

Shall include their respective Transferees/Nominees.

D. COMMON AREAS & FACILITIES:-

Shall mean and include corridors, roof, stairways, gardens, lift, community hall, gates, boundary wall, Reception, if any, and other spaces and facilities whatsoever required for the establishment enjoyment, provisions for maintenance and management of the building and the common facilities or any of them thereon as the case may be. Shall also include:-

- (i) The land on which the building shall be located and all easement right, appurtenances belonging to the land.
- (ii) The foundation, columns, beams, supports, main walls, halls, lobbies, staircase, lift room, staircase landings and entrance and exit of the building.
- (iii) Installation of common services, such as power, light, sewerage etc.

- (iv) Water Reservoir, The pumps, motors, pipes ducts and other apparatus and installations for common use.
- (v) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

COMMON AREAS & FACILITIES have been specifically described in the **FOURTH SCHEDULE** hereunder written.

E. CONSTRUCTED SPACE:-

Shall mean the space in the building available, for independent use and occupation including the space demarcated for common areas & facilities as mentioned in Clause "D" above and service area as per sanctioned plan.

F. THE OWNERS' ALLOCATION:-

Shall be 50% (Fifty percent) of the total constructed area in proposed Building.

OWNERS' ALLOCATION has been specifically described in the **SECOND SCHEDULE** hereunder written.

G. THE DEVELOPER'S ALLOCATION:-

Shall mean rest i.e. 50% (Fifty percent) of the total constructed area except Owners' allocation in the proposed Building.

DEVELOPER'S ALLOCATION has been specifically described in the **THIRD SCHEDULE** hereunder written.

H. BUILDING PLAN:-

Shall mean plans for the construction of the proposed multi storied building as to be sanctioned by the Rajpur-Sonarapur Municipality and shall include any amendment thereto and/or modification thereof.

I. **FLOOR AREA:-**

Shall mean the floor area ratio permissible and sanctioned for construction on the said Premises according to the prevailing Building Rules of the Rajpur-Sonarpur Municipality.

J. **PARKING SPACE:-**

Shall mean and include the covered Car Parking Space within the Building and includes open to sky Car Parking Space, if any, to be earmarked by the Developer.

K. **TRANSFER WITH ITS GRAMMATICAL VARIATIONS:-**

Shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried Building to Purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961.

L. **TRANSFeree:-**

Shall mean a person or persons to whom any space in the Building will be or has been agreed to be transferred.

Shall also mean a company or companies, firm or firms to whom a flat or Apartment or Unit in the property is to be transferred by way of sale or allotment.

M. **ARCHITECT** shall mean any person or persons, firms, company appointed or nominated by the Developer from time to time for the purpose of construction of the proposed building.

N. **COMMON EXPENSES** shall mean expenses of administration maintenance including all taxes of all common areas and facilities.

COMMON EXPENSES have been specifically described in the **FIFTH SCHEDULE** hereunder written.

- O. **BUILT UP AREA** shall mean the outer perimeter encompassing of the Flat/Unit plus proportionate stair, lift, Lobby area etc.
- P. **SUPER BUILT AREA** shall mean area in addition to built up area.
- Q. **SALEABLE SPACE** shall mean the portion allotted to Developer in the proposed building including use of common area and facilities and undivided proportionate share of land.
- R. **OWNERS' SPACE** shall mean the proportionate share/ portion allotted to the Owners as stated in the Owner's allocation in the new building including use of common area and facilities.
- S. **APARTMENT OR FLAT** shall mean part of the property / building having a direct exit, egress and ingress.
- T. **TRANSFER** with all its connotations under the laws of the land, shall mean the transfer of a flat or apartment or any unit from and out of the property.
- U. **TRANSFEROR** shall include both Owners and Developer to the extent of their respective share.

ARTICLE - "II"

(TITLE AND INDEMNITIES)

1. The Owner hereby declares that he has good title in the said property by virtue of Deeds mentioned above and the same is free from all legal and financial encumbrances and he has right and title to enter into this Agreement with the Developer and the Owner hereby

undertakes to indemnify and keep the Developer indemnified against any or all Third Party claim, actions or demands whatsoever concerning the Owner's title.

2. The Owner hereby confirms that the Developer shall be entitled to construct and complete the Building on the **"said Property"** and retain and enjoy the Developer's allocation therein without any interruption or interference from the Owner or any person or persons lawfully claiming through or under the Owner and the Owner undertakes to indemnify and keep the Developer indemnified against all losses and damages and costs charges and expenses incurred as a result of any breach of this confirmation.

3. The Developer undertakes to construct the Building in accordance with the Plan to be sanctioned by the Rajpur-Sonarpur Municipality and undertakes to pay any damages, penalties, and/or compounding fees payable to the Authority or Authorities concerned relating to any deviation.

4. The Developer shall have the right to appoint Contractors for the purpose of construction of the building and hereby undertakes to indemnify and keep the owners indemnified from and against any and all Third Party claims, demands for compensation or otherwise and actions whatsoever arising out of or any act or commissions of the Developer and/or the Contractor or any accident or otherwise in or relating to the construction of the Building.

5. The Owner declares that he has a good and marketable title to the **"said Property"** without any claim, right, title or interest in or of any other person thereof and that he has good right and title to enter into this Agreement with the Developer.

6. The Owner hereby also undertakes that the Developer shall be entitled to construct and complete the Building diligently and expeditiously within 36 months from the date of sanction of building plan.

7. That the developer hereby undertakes to construct the building in accordance with the sanctioned building plans and undertakes to pay any damages, penalties and/or compounding fees payable to the Rajpur-Sonarpur Municipality or other body or authorities concerned relating to any deviation for which it may be responsible.

8. The Owner hereby also undertakes that after taking possession from the Developer of their allocations, the Owner will be responsible for paying any damages, penalties to the Rajpur-Sonarpur Municipality or other body and authorities, if the Owner commits or makes any deviation in his portion.

ARTICLE - "III"

(DEVELOPER'S RIGHTS)

1. In consideration of the Developer having agreed to construct and complete a new building with first class construction materials as per agreed specifications and for provision of lift on the **"said Property"** in accordance with the sanctioned plan which to be sanctioned by the Rajpur-Sonarpur Municipality at its own costs and sole liability and in further consideration of the Developer having agreed not to impose charge on Owner's allocations as provided hereinafter, the Owner has agreed to grant exclusive right to development of the **"said Property"** on the terms and conditions hereinafter appearing.

2. The Developer acting on behalf of and as Attorney of the Owner shall at the cost of the Developer from time to time submit the Site Plan, Building Plan for getting it sanctioned by the Rajpur-Sonarapur Municipality or to any other Authority for clearance or approval of the plan as may or shall be required for the construction of the Building on the **"said Property"**. The Developer shall cause at its own costs and expenses, all such changes to be made in the building plan or otherwise, as shall be required by any Authority or to comply with such clearance of approval as aforesaid expeditiously and without delay with owners' consent.

3. All applications plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the owner but otherwise at the cost and expenses in all respect of the Developer and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited therefore or otherwise required for the construction of the said Building or the **"said Property"** **PROVIDED ALWAYS** that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposit made by the Developer.

4. The Developer shall abide by all the laws rules and regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation and/or breach of any of the said laws, bye-laws, rules and regulations.

5. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units from the prospective buyers in respect of Developer's allocated portion, and/or share in the said proposed building with flats, car parking space and other Units and can issue receipt in its name acknowledging such receipts in terms of this

agreement without making the Owner liable or accountable for the same at any point of time.

6. The Developer shall be exclusively entitled to the Developer/s allocation, as mentioned herein, in the proposed multi-storeyed building with exclusive right to transfer or otherwise deal with or dispose of the same without any claim from the Owner nor shall they cause any hindrance or objection to the peaceful delivery of possession to the prospective buyres, falling under Developer's allocation.

ARTICLE - "IV"
(EXPLOITATION RIGHTS)

The Owner grants an exclusive right to the Developer to construct the said proposed Multi-Storied Building in the **FIRST SCHEDULE** mentioned property below with own responsibility and the Owner shall be entitled to 50% (Fifty percent) of the total constructed area in proposed New Building and the Developer being entitled to rest i.e. 50% (Fifty percent) of the total constructed area except Owner's allocation in the proposed New Building and the Developer shall be entitled to obtain necessary advances from Buyer/s on terms and conditions as the Developer in its/her absolute discretion shall deem fit and proper.

ARTICLE - "V"
(BUILDING)

1. The Developer shall at its own costs and liabilities construct the multi storied building on the "**said Property**" according to the sanctioned Building Plan to be sanctioned by the Rajpur-Sonarapur

Municipality and in accordance with the specification as described in **SIXTH SCHEDULE** hereunder written.

2. The Developer shall appoint Architect, Mason, Workmen, Durwan, Mistries and shall pay their wages and salaries and the Owner shall in no way be liable for the payment of the same.

3. The Developer is hereby authorized and empowered in relation to the construction and as far as may be necessary to apply and obtain quotas, entitlements and other materials allocable to the Owner for the construction of the said Building. Similarly the Developer is to apply and obtain temporary and/or permanent connection of water, electricity power and other facilities to the land and/or to the building and the Developer shall do the same on the basis of the Powers given by the Development Power of Attorney alongwith this Development Agreement and the Owner shall also sign all such applications and other documents, as shall be required for the purpose of or otherwise for or in connection with the construction of the said building from time to time.

4. The Multi-Storied Building to be constructed by the Developer herein on the below **FIRST SCHEDULE** mentioned land shall be named and known as **"UTTARA APARTMENT"**.

ARTICLE - "VI"

(DELIVERY OF POSSESSION OF LAND)

The Owner herein has agreed to deliver with the vacant and peaceful possession of the land, which is morefully and particularly described in the **FIRST SCHEDULE** herein below, for the purpose of carrying out of such Development work at the **"said Property"** by the Developer herein,

in accordance with the building plan to be approved and sanctioned by the Rajpur-Sonarpur Municipality and other Statutory Authorities, with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.

ARTICLE - "VII"
(BUILDING ALLOCATION)

1. **ALL THAT** 50% (Fifty percent) of the total constructed area in proposed New Building including proportionate share of the common rights, common facilities, common areas, utilities and amenities of the **FIRST SCHEDULE** mentioned property including the multistoried building to be constructed thereon, as described in **SECOND SCHEDULE** hereunder written shall belong to the Owner and the Developer shall have no right or claim with regard to the same & **ALL THAT** rest i.e. 50% (Fifty percent) of the total constructed area except Owner's allocation in the proposed New Building to be constructed by the said Developer comprising of Flats, Car Parking Spaces, different Units **TOGETHERWITH** undivided proportionate share in land and proportionate share of common rights, common areas, facilities, utilities and amenities in the **FIRST SCHEDULE** mentioned property including the Multi-Storied Building to be constructed thereon, as described in **THIRD SCHEDULE** hereunder written, shall belong to the Developer and the Owner shall not have any right, title, interest, claim and demand whatsoever in respect thereof.

2. The Owner shall transfer and convey at the request of the Developer, the proportionate part/share of Land of the Owner individually in respect of the Flats and Car Parking Spaces, covered spaces, different units under the Developer's Allocation, by executing the

relevant Deed of Sale in favour of the Developer or such other person or persons, who may be nominated by the Developer in that regard or the prospective buyers of flats, car parking spaces, different units under Developer Allocation.

ARTICLE - "VIII"
(CONSIDERATION)

The Developer shall construct Multi-Storied Building on the land morefully described in the **FIRST SCHEDULE** hereunder written, according to the Building Plans sanctioned by the Rajpur-Sonarapur Municipality. The entire finance for construction of the said Building shall be provided by the Developer. The Developer shall have absolute discretion to sell the Flats, Car Parking Spaces and other spaces and/or units under its/ her allocations except the Owner's Allocation in the proposed building on these terms and conditions.

ARTICLE: "IX"
(OWNER'S ALLOCATION)

50% (Fifty percent) of the total constructed area in proposed New Building specified in **SECOND SCHEDULE** below.

ARTICLE: "X"**(DEVELOPER'S ALLOCATION)**

Rest of the total 50% (Fifty percent) of the total constructed area in the proposed New Building to be constructed by the said Developer except Owner's allocation specified in **THIRD SCHEDULE** below:-

The Developer shall be allocated with the rest of the Flats, Covered spaces, different units and Car Parking Spaces and other spaces except the said Flats and Car Parking Spaces under Owner's Allocation, which will be allotted to the Owner. The Developer shall be at liberty to negotiate and enter into agreements with intending Purchaser(s) in respect of Units under Developer's Allocation and shall receive and appropriate the consideration money relating thereto and shall sell the Flats, different units and Car Parking Spaces in its/ her allocation to intending Purchaser or Purchasers at such price and terms and conditions, as shall be decided by the Developer and the proceeds of sale of Flats, different units and Car parking space in its allocation shall belong to Developer.

ARTICLE: - "XI"**(OWNER'S OBLIGATIONS)**

1. That during the continuance of this Agreement the Owner shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the **"said Property"** by the Developer. If the Developer commits any illegality or violates terms of this contract, in that case the Owner shall do the needful according to the terms of this Agreement and as per prevailing laws of the land.

2. That the Owner shall sign all necessary papers and documents, which may be required by the Developer for the purpose of construction and development of the **"said Property"**.
3. This combined Development Agreement with Development Power of Attorney is executed and registered by the Owner in favour of the Developer or its/her nominee/nominees as the case may be to facilitate the construction of the building according to the sanctioned plan and sale of the Flats, different Units Car Parking Spaces and other spaces in Developer's Allocation and for such purpose, to enter into an Agreement with intending Purchaser or Purchasers, receive all earnest money and all payments towards consideration money and to execute sign and register such Deed of Conveyance in respect of Flats, different units and Car Parking Spaces and other spaces in Developer's Allocation.
4. The Owner shall complete/pay up the Municipal tax and khajna upto the date of signing of this Agreement.
5. Owner hereby declares that he will be fully responsible to bear the cost of Municipal Mutation, B.L. & L.R.O. Mutation, conversion, eviction of tenant, if any, if not already done.
6. That the Owner, will do, if required, all that is necessary to be done in connection with the Office of the concerned B.L. & L.R. Officer and Rajpur-Sonarpur Municipality. The Owner shall remain responsible to make corrections, if any, of the records of the Office of the concerned B.L. & L.R.O, Rajpur-Sonarpur Municipality and in the office of the concerned Revenue Officer relating to the records of his name in the said Offices in connection with his lands.

7. **THE OWNER COVENANTS WITH THE DEVELOPER, INTER ALIA, AS FOLLOWS:**

- (a) Not to cause any interference or hindrance in the construction of the building at the **"said Property"** by the Developer.
- (b) Not to do any act deed or thing whereby the Developer may be prejudicially affected from the right of selling, transferring, dealing with and/or disposing of the space under Developer's allocation in the building and premises.
- (c) Not to let out, grant, lease, mortgage and cause any encumbrance and/or charge of the **"said Property"** or any portion thereof without consent in writing of the Developer during the subsistence of this Agreement.
- (d) To actively render at all times all co-operation and assistance to the Developer in constructing and/or completing the building, receiving loans from the financial institutions and sale and transfer of the portions under Developer's Allocation as envisages hereunder as and when to be required.

8. The Conveyance or any other deed of the undivided proportionate share of land/space togetherwith Flat/Flats/Garage comprised in the **"said Property"** as be appurtenant to the Developers' Allocation shall be made to the Developers or her nominee or nominees or the person or persons interested in Purchasing or otherwise acquiring undivided share of land or other space and flat/flats/different units in the Developers' area in such proportion and/or shares as the Developer may from time to time nominate and direct.

9. Without prejudice to the obligations of the Developer to construct the allocations of the owners to execute and register the Sale Deed or any other deed as mentioned hereinabove, the Developer shall be absolutely entitled to enter into all agreements and other documents of

transfer for the said space/flats/units etc. (save and except for such shares therein as be appurtenant to the Owner's Allocation) and the Flats and other spaces as be constructed by the Developer from time to time thereon (save the flats as may be constructed by the Developer for and on behalf of the Owner i.e. Owner's Allocation) to the persons interested in owning the same or portions thereof in such share and portions as the Developer may deem fit and proper and to take earnest and all payments thereof and Owner will execute deeds/agreements in connection therewith.

10. It is clarified that all amounts receivable under such agreements or other document of transfer for indefeasible proportionate share of land comprised in the **"said Property"** and/or flats and/or spaces shall be for and to the account of the Developer and shall be received by the Developer exclusively and the Owner shall have no objection therewith on the followings:-

- (i) Sanctioning of the plan and for additions and/or alterations in the plans as may be required for construction of the building on the **"said Property"**.
- (ii) Construction of the building should be made by the Developer with its/her own cost and the Developer may obtain any loan from any financial institution, Bank or from any other person against its allocation of the said project. The Developer can involve any other person/persons as its/her partner/associate for completion of the said project. The Owner and Developer have no objection if any intending flat/unit purchaser intends to take Bank Loan or Loan from any Financial Institution or personal loan from any person.
- (iii) Execution and registration of all Agreements and/or other Deeds and documents of transfer, lease and sale of the proportionate share of land and flat/flats/units and

common areas comprised in the "**said Property**" and the multi storied building as be appurtenant to the Developers' area to the customers of the Developer.

(iv) The Owner has supplied all the necessary documents for obtaining sanctioned building plan from the Rajpur-Sonarpur Municipality and for proceeding with the construction over the land mentioned in the **FIRST SCHEDULE** and the Owner undertakes for co- operation and for supply of other necessary documents/deeds relating to the land, as shall be requisitioned by the developer.

11. The Owner shall hold the Owner's Allocation on the same terms and conditions as regards the user and maintenance of the building as the Purchaser or other Occupiers of the Flats/Units of the Developers' area would hold and shall pay maintenance charges and other outgoings in respect of the Owner's Area at the same rate and in the same manner as the Purchasers/Occupiers of the flats of the Developers' allocation.

12. The Owner shall never be liable for the Developer's activities in connection with the collection of money from the intending Purchasers relating to the Developer's Allocation and/or for any credits from any person(s) or authority in the tune of any amount for the construction of the said proposed building. Before, during or after construction of the said building according to the plan or plans, all materials plants and machinery brought in or upon the "**said Property**" or workmen, labourer used employed or to be used and employed for constructing the said building shall remain at the Developer and/or its agent's sole risk and responsibility and shall at all times to be absolute property of the Developer and the Owner shall not be entitled to exercise any lien nor impose any attachments, claims or any charges thereto.

13. In case of demise of the Owner during the tenure of the construction and final transaction, his heirs shall in that case make such acts and thinks, so that this agreement remains valid and fresh Development Power of Attorney shall be executed by his heirs, so long the final transaction is not completed and in case of negligence or failure, all the heirs of the Owner shall be liable to make good the total loss and damages whatsoever, the Developer may suffer in this regard.

14. All notices consents and approvals to be given on behalf of the Owner shall be either delivered to the Developer personally or left for it/her at its/her usual place of business mentioned above.

15. The responsibility of the management and maintenance of all the open spaces and common spaces in the **"said Property"** shall be that of the Developer until the society or Association be formed by the owners/Occupier and/or Purchasers of the building and/or other structures on the **"said Property"** and the owners and/or Purchasers including the Owner herein agrees to bear and pay the proportionate costs and expenses of such maintenance and management to the Developer or the person for the time being responsible for the same.

16. The vacant and peaceful possession of the said Land would be handed over by the Owner to the Developer on the date of execution of this agreement for development and setting up the Project and simultaneously with the execution hereof, the Owner shall permit the Developer and its/her men and agents to enter upon the land for the purpose of soil testing and survey. The developer and its/her men, agents, engineers, architect, masons, labourers shall have free access to the said land to implement such project/construction work they have been authorized to.

ARTICLE: "XII"
(DEVELOPER'S OBLIGATIONS)

1. That the developer shall complete the construction of the said proposed building in terms of this Agreement and in accordance with the plans to be sanctioned or revised thereof by the Rajpur-Sonarpur Municipality strictly within the stipulated period unless prevented by any circumstances beyond the control or by force majeure in Developer's own cost, risk and responsibility.

2. The Developer after completion of the building shall obtain Completion Certificate in respect of the building from the Rajpur-Sonarpur Municipality.

After obtaining Municipal certificate for completion of job, from Rajpur-Sonarpur Municipality the Developer shall hand over the copy of said certificate to the owners unconditionally.

3. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner selling, assigning and/or disposing of the Owner's Allocation of the portion thereof of the said proposed building in the said premises/property. The land Owner will hand over the vacant possession of the **"said Property"** to the Developer.

4. It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen or other, victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction under the development project, the Developer shall have all the responsibility, and liability therefore, and shall keep the owner, their estate, and effects safe

and harmless agreeing to indemnify all claims damages, rights and actions in respect of such eventualities.

ARTICLE: "XIII"

(RESTRICTION)

The Developer, during construction shall abide by all laws, rules and regulations of Government, Local bodies and/or other authorities and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

ARTICLE:- "XIV"

(MISCELLANEOUS)

1. The Owner and the Developer have entered into the Agreement purely on a principal to principal basis and nothing stated herein shall be deemed to construe a partnership between the Developer and the Owner and not in any manner constitute as Association of persons, each party shall keep the other party indemnified from and against the same and this Agreement shall be binding on the heirs, successors, executors, administrators, representatives and assigns of the parties hereto.

2. As and from the date of completion of the Building, the Developer and/or its/her Transferees and the Owner (after getting delivery of possession of Owner's Allocation) and/or his Transferees shall each be liable to pay and bear taxes and levies payable in respect of their respective spaces as assessed by the Rajpur-Sonarpur Municipality and/or other Authorities.

3. In case, if, the Owner desires to cause internal addition / alteration / modification of spaces under his allotment, the Owner shall intimate the same to the Developer and upon intimation, the Developer shall submit an estimate of the said desired internal addition / alteration / modification and when both parties will agree about the extra cost, in that case the Developer shall do the same and the Owner shall pay the said extra amount to the Developer.

4. The Owner shall hand over all relevant Original Title Deeds and documents of the Owner in respect of the **"said Property"** to the Developer at the time of execution of these presents.

5. That the Developer shall have full power and authority to sell the Developer's Allocation in respect of the said multi storied building to any intending purchaser or purchasers at its sole discretion on the basis of the Power of Attorney executed by the Owner in favour of the Developer and/or any of its/her nominated person and to receive any amount from any Purchaser/Purchasers in its/her own name in respect of the Developer's allocation and to appropriate the said sale proceeds of the flats/units/car parking spaces of the said building without having any attachment and/or share thereon of the Owner hereto.

6. That the Owner will be fully liable or responsible for any defects and deficiency in the title of the said property and shall be liable to pay all costs and expenses, if any defect or deficiency in title is found, for rectification of such defect or deficiency. In any case, if the developer is to bear the expenses for such rectification, it shall be adjusted with the Owner's Allocation or benefit that may accrue by virtue of this agreement in favour of the owners herein or may be compensated by the Owner by making payment for the same in cash also.

7. That the Owner would not directly or indirectly obstruct, withhold or in any way interfere with the construction of the said building and/or disposal of the Developers' allocation before or after or in course of or during the period of construction of the said building.

8. That the Owner declares that the "**said Property**", more fully described in the **FIRST SCHEDULE** below is free from all encumbrances and the Owner has not made any agreement or agreements for sale or any liens or mortgage or any sort of transfer to any person or persons earlier and if the Owner makes any agreement with any person or persons in respect of the "**said Property**" or any part thereof, that will be treated as cancelled and void on signing of this agreement.

9. The selling right of the Developer for registration of Agreements and Deeds of flats/units/car parking spaces on the basis of Power of Attorney will be effected at any stage during the period of construction without any further consent of the Owner, in respect of the portions falling under the Developer's Allocation only.

10. The Developer shall obtain Sanction Plan for construction of the multi Storeyed building on the "**said Property**" from the appropriate authority at its/her Own costs after completion of all necessary works and for that purpose the Owner shall sign on all necessary documents, applications, site plan, building plan and all papers and forms, as and when required, for getting the plan sanctioned by the appropriate authority and/ or for any other reasons to carry out such development work. The Developer shall have right to construct additional floors, if necessary building Plan is sanctioned by the Rajpur-Sonarpur Municipality, to that effect.

11. The Developer shall have right of amalgamation of the adjoining or contiguous plots of different Owners for availing of maximum sanctioned area or floor area ratio and the Owner shall execute and Register Deed of Exchange-cum-Amalgamation to that effect and the Owner shall also execute and register Boundary Declaration.

12. All legal works and/or legal documentations and/ or registration of different Deeds shall be done by the Lawyer only to be nominated by the Developer.

13. All disputes and differences arising out of this Agreement or in relation to the determination of any liabilities of the parties hereto or the construction and interpretation of any of the terms or meaning thereof shall be referred to arbitration of the Learned Advocates in accordance with the provisions of Arbitration and Conciliation Act, 1996 and any statutory modification or enactment thereto from time to time in force. Each part of this agreement shall appoint one Advocate Arbitrator. The venue of Arbitration shall be at Kolkata and award given by the arbitrators shall be binding final and conclusive on the parties hereto.

ARTICLE: - "XV"

(JURISDICTION)

Appropriate Courts of the District of South 24 Parganas or High Court, Calcutta shall have the jurisdiction to entertain all disputes and actions between the parties herein.

ARTICLE - "XVI"
(FORCE MAJEURE)

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance of respective obligations herein, being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their obligations during the duration of the force majeure.
2. Force majeure shall mean earthquake, riot, war, storm, tempest, civil commotion, pandemic etc. which may be beyond the control of any of the parties.

ARTICLE - "XVII" : DEVELOPMENT POWER OF ATTOENEY

NOW KNOWN YE BY THESE PRESENTS that the **"OWNER/EXECUTANT"** herein doth hereby appoint said **SMT. MOUSUMI DAS (PAN - AGYPD4360J) (AADHAAR NO. 8631 2387 6913)**, daughter of Suddhanya Dutta and wife of Shri Sunil Kumar Das, by faith - Hindu, by Occupation - Business, by Nationality and Citizenship - Indian, residing at B/31, New Garia Co-operative Housing Society, P.O. - Panchasayar, Kolkata - 700094, P.S. - Purba Jadavpur (now Panchasayar), District - South 24 Parganas, West Bengal, being the **Sole Proprietor of said "DAS ENTERPRISE"**, a Proprietorship Concern having its office at 1693, Srinagar, P.O. - Panchasayar, Kolkata - 700094, Police Station - Narendrapur (previously Sonarpur), District - South 24 Parganas, West Bengal, to be his true and lawfully **CONSTITUTED ATTORNEY** to do, execute and perform all or any of the

following acts, deeds, matters and things in connection with development of the **"said Property"** for him and on his behalf.

- 1) To look after, manage the **"said Property"** as particularly mentioned and written in the First Schedule below on my behalf.
- 2) To sign and execute all agreements, Deeds of Sale of flats/different units out of Developer's Allocation and/or documents and all other necessary papers and documents concerning the allotted portion of the Developer as mentioned in the said Development Agreement and to sign and execute all other deeds, instruments and assurances which will be necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying several properties out of the Developer's Allocation only upon the **"said Property"** on my behalf and to sign, make and present any Deed of Conveyance or Conveyances or other documents for registration in respect of the Developer's Allocation as mentioned in the said Development Agreement, when to be executed by my said Attorney and to represent me as vendors and to admit, execution and registration thereof before any registering authority or authorities concerned on my behalf and to execute, present for registration, admit execution and have registered the aforesaid documents.
- 3) To apply for and obtain on my behalf temporary connections of water, electricity as also to apply for and obtain in my name and on my behalf permanent drainage, sewerage connections to the **"said Property"**, and to sign and execute all plans, forms, papers, documents in connection therewith for and on my behalf as my authorised agent on my behalf.

- 4) To represent me before all offices concerned and also before the concerned Municipal Authority and to sign all papers, documents on my behalf for mutation of my name in respect of relevant papers of the concerned Municipal Authority and to appear in all hearings before the authorities of the concerned Municipal Authority for such mutation and file objections and/or appear on my behalf against the excess valuation assessed by the concerned Municipal Authority and also to prefer appeal before the appropriate authorities and represent me at the time of hearing of such objection or appeals on my behalf and also to sign building plans thereof and to represent me before all authorities including Municipal and Settlement Office for the purpose of correction of records and sign & execute all necessary papers and documents in connection therewith and submit and proceed with the same and appear in all hearings relating thereto.
- 5) To prepare and/or submit site plan, building plan, or any revised plan or altered building plans or any other plans in connection with construction of the said Multi Storied Building by the said Attorney on my behalf.

To pay and incur all fees, costs, charges and expenses for the said **building Plan or Plans** and also to obtain sanctioned orders and other permissions from the necessary authorities for sanction, modification or alteration of the Plan and also to submit and take delivery of the Plans sanctioned by the concerned Municipal Authority, and further to receive refund of the excess amount of fee, if paid, for the sanction, modification or alteration of the Plan and also to submit and take delivery of the Plans sanctioned by the concerned Municipal Authority and/or any other competent authority to that effect.

- 6) To apply for and obtain all necessary sanction clearances of the said building for and on my behalf.
- 7) To engage, appoint any draftsman, engineer, architect, surveyor, assessor, valuer, building contractor, sub-contractor etc. for the purpose of completion of the Multi Storied Building on the below schedule mentioned land.

To appoint and engage Chartered Engineer, Architects, Valuers, Surveyors, Overseers, Civil Contractors, Sub-Contractors, Engineers, Legal Advisors, Manager, Supervisors, Durwans, Chowkidars, Masons and other employees and staff for the development of the said Scheduled property/land and discharge or release or terminate all or any of them, and also to pay their salaries, wages, remunerations, fees and other chargers as my said Attorney may think fit and proper AND ALSO to apply for and pay for and obtain building materials from the concerned authorities for completing the construction of the building on the **"said Property"**.

To submit applications, maps, drawings and designs, modifications and amendments and/or revised building Plan for the proposed building and to receive Completion Certificate/Occupancy Certificate from the appropriate authority and/or necessary clearances from the appropriate Government authorities, Fire Brigade, Health Department, if so necessary, and other Department for the purpose of development of the **"said Property"** and for construction of the said Building consisting of several flats / units / apartments / car-parking space etc. and also for commercial exploitation of the **"said Property"** in terms of this **Development Agreement** as aforesaid, and for the said purpose to make, affirm, verify and submit all necessary

applications, Petitions, Maps, elevations, documents, diagrams, sketches, bonds, declarations, indemnities, securities and other papers and documents as the said Attorney shall think fit and proper.

- 8) To appear for and represent me before any Competent Authority, Tribunal, Arbitrator or any Authority having Revenue, Administrative, Civil or Criminal Jurisdiction relating to any matters, concerning the **"said Property"** as mentioned and written in the schedule below on my behalf.
- 9) To institute any case or defend any suit, proceedings, appeal, revision, injunction proceedings, enquiry, claim etc. relating to the **"said Property"** on my behalf.
- 10) To appoint and/or engage any Legal Practitioner/Advocate, Solicitor, Auditor, Valuer, Assessor, Arbitrators, Engineers, Architects and other Agents and Sub-Contractors or other person or persons as the said Attorney shall think fit and proper and to make payment of their fees and charges and to sign, execute and deliver all Vakalatnamas, Ekrarnamas for the aforesaid purposes on my behalf and for the purposes as aforesaid, to sign and execute any other document authorizing such Advocates or other persons mentioned above to act and to terminate such authority and to pay fees of the aforesaid professional persons.
- 11) To sign, execute, submit or deliver all Complaints, Written Statements, Objections, Memorandum of Appeals, Applications, Revisions, Injunction Petition, any other Petition and all other Appeals and Papers, Documents and Exhibits, Show-Causes Petitions etc. for the aforesaid purposes.

- 12) To visit and represent me before all the West Bengal Government Office or Offices and/or Central Government Office or Offices concerned and all other office or offices concerned for smooth management of my **"said Property"** as stated and written in the schedule hereunder on my behalf.
- 13) To apply and also to pay all rates, taxes and revenues, charges, expenses outgoings payable for and in connection with the said property or any part thereof and similarly to receive any of such money and discharge receipt thereof as income, rents, awards, compensation etc. receivable for and in connection with the **"said Property"** as mentioned and written in the schedule below.
- 14) To apply for and obtain electricity, telephone, gas, water, sewerage/drainages or any other civil facilities, amenities and other utilities in the **"said Property"** and/or make alteration thereof and to close down or to disconnect the same on my behalf.
- 15) To make any kind of agreement or agreements with any intending purchaser or purchasers in respect of Developer's Allocation only as mentioned in the said Development Agreement on my behalf, in favour of the intending purchaser's or purchasers' name/names and to receive all the consideration money; part consideration money thereof for those portions only and to sign all the receipt or receipts which to be registered by my said Attorney in respect of the portion stated above in favour of the intending purchaser or purchasers in respect of our **"said Property"** on my behalf and also to hand over the same to the said purchaser or purchasers on my behalf and to negotiate and/or to enter into Agreements with intending Purchaser/Purchasers for sale, transfer of constructed Flat/Flats and Car Parking Spaces or other units in the New Building on ownership basis in respect of the Developer's Allocated

Area in terms of the said Registered Development Agreement and to sell, transfer, convey, assign and assure the same including undivided share of land in the said property to such intending Purchaser/Purchasers at and for such consideration and on such terms and conditions as may be agreed by and between the said Developer and such intending Purchaser/Purchasers from time to time.

To fix and settle the sale price of the respective Flats / Apartments / Units / Car Parking Spaces etc., under Developer's allocation invite offers, make publicity by way of advertisement or otherwise to promote selling and/or invite to sale the said respective flats / Apartments / units / Car parking spaces to the prospective buyers and also to select the prospective buyers either in individual or groups and to enter into agreement for sale with the said respective buyers in respect of the said units falling under the Developer's Allocation, in terms of the **"said Development Agreement"**.

- 16) To enter upon, hold and defend permissive possession of the said property and to look after its every part thereof and to possess the premises and take all actions for construction of new building at the said property fully described in the SCHEDULE hereunder written.
- 17) To apply to the concerned Municipal Authority in my name and on my behalf and any other authorities concerned for obtaining Sanction of Building Plan and/or modification in connection with said plans for the construction of new Building at the said premises and to sign in my names and on my behalf in all Building Plans, Drawings etc., relating to the new building to the concerned Municipal Authority, K.M.D.A./K.I.T. and all other

appropriate authorities and to submit the said Building Plan before the concerned Municipal Authority and all other necessary papers/documents/plans to the concerned Municipal Authority and all other authorities.

- 18) To deposit any fee or other amounts which may have to be paid to the concerned Municipal Authority for the construction of the new building at the premises including Sanction Fees of Plan, Certificates etc. and to receive and pay and/or deposit all monies including Court Fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof.
- 19) To apply for in my name and on my behalf and obtain water, drainage, sewerage, electricity and/or other connections or any other utilities from the concerned Municipal Authority, C.E.S.C. Ltd./ Electricity Authority/ Electricity Board, Fire Brigade, Block Land & Land Reforms Office, Electrical Department, Govt. of West Bengal and /or other authorities and for that purpose, to sign all Applications, papers and documents and/or representations in my name and on my behalf as may be thought necessary by the said authority and to pay all charges in connection therewith.
- 20) To apply for and to obtain steel, cement and other materials in our names and on my behalf and to sign necessary applications and papers thereof.
- 21) To warn off and prohibit, and if necessary, proceed against in due process of law, against all or any trespassers in the **"said Property"** or any part thereof and to take appropriate steps, whether by legal action or otherwise and to abate all nuisance.
- 22) To sign in my names and on my behalf in all Building Plans, Drawings and to execute, modify, cancel, alter, draw, approve and

present for registration, all papers documents, Declarations, affidavits, applications, returns, confirmations and consents as may in any way be required to be so done, for and in connection with the Sanction of the Building Plan, Site Plan and all other papers thereof.

- 23) To swear in any kind of Affidavit before the Judicial Magistrates, Executive Magistrates, Notary Publics and notarize documents from Notary Publics and apply before any Registrar, Metropolitan and Executive Magistrate and all other Office or Offices and authority or authorities in connection with the registration of the aforesaid documents and for enforcement of all powers and authorities as contained herein.

To prepare, sign, execute and submit all documents, forms, plans, specifications, Affidavits and all other papers as may be necessary to be submitted before any authority or authorities viz. Rajpur-Sonarpur Municipality, Fire Department, Police, Pollution Control Board, etc. in connection with the **"said Property"** or in connection with the development thereof or for construction of building/s, apartments, flat/s and other space/s, different units thereon and to pay and deposit all fees, levies, fines, penalties, taxes, annual rental, other rates and taxes, other charges and outgoings on account thereof or relating to the **"said Property"** as may from time to time be necessary and required in terms of this **Development Agreement**.

- 24) To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including any suit or Arbitration proceedings and demands touching any of the matters as aforesaid or any other matters relating to the **"said Property"** or any part thereof and so if it is deemed to be fit, to compromise,

refer to Arbitration, abandon, submit for judgment or become non-suited in any such action on proceeding as aforesaid, before any Court of Law, Civil, Criminal or Revenue.

- 25) To accept notices and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.
- 26) To appear before Municipal Authority, K.M.D.A./K.I.T., C.E.S.C. Ltd., Electricity Authority, Fire Brigade Authorities, Revenue Authorities, Department of Environment including all other Statutory Authorities and to pay all charges whatsoever payable for and on account of the said property and receive refunds and other moneys, including compensation of any nature and to grant valid receipts and/or discharges therefor.
- 27) To give undertakings, assurances and indemnities as be required for the purposes as aforesaid.
- 28) To appear for and represent us as the Owners before concerned Municipal Authority and all authorities, make commitments and give undertakings as be required for all or any of the purposes herein contained.
- 29) In respect of the Developer's Area, to sign and execute all Agreements for Sale and Deeds of Conveyance in favour of the intending Purchaser/Purchasers in respect of Flats and/ or Car Parking Spaces and/ or any unit(s) out of Developer's Allocations and to present any or all such documents for registration, before the relevant authority having Jurisdiction, including the office of the concerned Sub-Registrar, A.D.S.R., D.S.R., and Registrar of Assurances Kolkata.
- 30) To receive all money or monies that may be receivable as and by way of consideration including earnest and/or by way of part

payment for sale of the constructed Flat/Flats and Car Parking Spaces or other units in respect of the Developer's area in the New Building TOGETHER WITH the proportionate undivided share of the land comprised in the **"said Property"**. The money so received by the Constituted Attorney under these presents will belong to her and the Executants of these presents shall have no claim whatsoever.

That is to say that, to receive, collect and release payments from the intending Purchaser/s, the sale prices of the flats, Car parking Spaces, apartments, different units, common spaces and other spaces either in full or any part thereof in terms of the **"said Development Agreement"** except Owner's Allocation.

That is to say that, to receive earnest money, advance money, booking money, consideration money, whether in part or in full from sale, instruments in terms of the said Agreement for Sale, to be entered into, final payment against the Deed of Conveyance/s against the sale of the apartment/s, flat/s, different units, common saleable spaces and other spaces in the proposed building to be constructed in or upon the below First Schedule mentioned land in terms of the **"said Development Agreement"** and to give valid discharge thereof in respect of **Developer's allocation**. The money so received by the Constituted Attorney under these presents will belong to it/her and the Executant of these presents shall have no claim whatsoever.

- 31) To issue and deliver valid and effectual receipts and discharge on our behalf for all money or monies which the said Attorney as Developer shall receive in my names for sale and/or transfer of Flat/Flats and Car Parking Spaces or other units out of Developer's Allotted portion (excluding Landowners' portion) as

aforesaid and to appropriate all such monies so received by the said Attorney as Developer for appropriating the same for its/ her own use in terms of the said Registered Development Agreement.

- 32) To receive any registered letter or any other documents in respect of the **"said Property"** and to grant proper and effectual receipts in respect thereof.
- 33) To sign and execute all papers and documents for mutation and/or conversion of any one or more or all of my lands as mentioned in the Schedule hereunder and for that purpose to apply before the concerned Authority(s) and submit all papers and documents and applications and pursue the matter and to appear and take part in hearings in relation to the same before the appropriate authorities and get the matter accomplished.
- 34) To make, prepare, sign, execute Boundary Declaration in relation to the below Schedule mentioned land and submit the Boundary Declaration for registration before Registrar having Jurisdiction and sign on my behalf and get the Boundary Declaration registered from appropriate registration authority and take delivery of the same on my behalf.
- 35) To sign and execute Boundary Declaration/ Declaration/ Deed of Rectification and Agreement/ Agreement for Sale and/ or Sale Deed/Deed of Conveyance, representing me and to receive consideration amount by way of Account Payee Cheque/ Bank Draft/ Pay Order/ Banker's Cheque, Cash etc. in relation to developer's allocated portion and to appear for and represent me before any Registration Office or Officer having jurisdiction to register the said Agreement/ Agreement for Sale and/ or Sale Deed/ Deed of Conveyance/ Boundary Declaration/ Declaration/ Deed of Rectification and to present before the Registration Officer

or Authority, the said Agreement/Agreement for Sale and/ or Sale Deed/ Deed of Conveyance/ Boundary Declaration/ Declaration/ Deed of Rectification, for its registration and to sign on the said Agreement/ Agreement for Sale and/ or Sale Deed/ Deed of Conveyance/ Boundary Declaration/ Declaration/ Deed of Rectification, and all concerned documents on behalf me and representing me and to do any acts, deeds or things as may be necessary to complete the Registration of the said Agreement/ Agreement for Sale and/ or Sale Deed/ Deed of Conveyance/ Boundary Declaration/ Declaration/ Deed of Rectification, in the manner required by Law and when the said Agreement/ Agreement for Sale and/ or Sale Deed/ Deed of Conveyance / Boundary Declaration/ Declaration/ Deed of Rectification, will be returned, after being duly registered, to give proper receipt and discharge for the same. And to purchase Stamp Paper, deposit Stamp Duty and Registration fees in the concerned Registration Office in connection with Registration of the said Agreement/ Agreement for Sale and/ or Sale Deed/ Deed of Conveyance/ Boundary Declaration/ Declaration/ Deed of Rectification, and to present the said Agreement/ Agreement for Sale and/ or Sale Deed/ Deed of Conveyance/ Boundary Declaration/ Declaration/ Deed of Rectification, before the Registrar for Registration and to obtain IGR and sign on it and take delivery of said Agreement/ Agreement for Sale and/ or Sale Deed/ Deed of Conveyance/ Boundary Declaration/ Declaration/ Deed of Rectification, from the registration office after the same is properly registered and obtain Certified copy of the said Agreement/ Agreement for Sale and/ or Sale Deed/ Deed of Conveyance/ Boundary Declaration/ Declaration/ Deed of Rectification, and further, to do all other acts, deeds, matters and things, which are necessary for signing/ execution and registration of the said Agreement/ Agreement for

Sale and/ or Sale Deed/ Deed of Conveyance/ Boundary Declaration/ Declaration/ Deed of Rectification and represent us.

AND GENERALLY to do all other acts, deeds, things and matters as may be necessary from time to time by my said Attorney in her/ its absolute discretion which she/ it may deem fit and proper and think necessary to do so or perform for the aforesaid purposes without violating any clause/condition/specification as mentioned in the said Development Agreement.

AND I do hereby agree and undertake to ratify and confirm all such acts, deeds and things which my said Attorney may lawfully do, execute and cause to be performed by virtue of this Power of Attorney.

THE FIRST SCHEDULE ABOVE REFERRED TO
("said Property")

ALL THAT piece and parcel of Rayot Dakholi Swatto Bishisto Bastu Land, in total measuring more or less **7 (Seven) Cottahs 14 (Fourteen) Chittaks 36 (Thirty Six) Sq. Ft. i.e. more or less 13 Decimals** [5 (Five) Cottahs 8 (Eight) Chittaks i.e. 9 (Nine) Decimals + 2 (Two) Cottahs 6 (Six) Chittaks 36 (Thirty Six) Sq. Ft. i.e. 4 (Four) Decimals] **ALONGWITH** Tiles Shed Structure standing thereon, measuring 200 Sq. Ft. with Cemented Flooring in Pargana - Medanmalla, Mouza - Tentulberia, J.L. No. 44, R.S. Dag No. 51, R.S. Khatian No. 28, **L.R. Dag No. 56, L.R. Khatian No. 3870**, Municipal Holding No. 1693, Sreenagar, Kolkata - 700094 under Ward No. 1 of the Rajpur-Sonarpur Municipality, P.S. - Narendrapur (previously Sonarpur), A.D.S.R. - Garia, D.R. - Alipore, District - South 24 Parganas, West Bengal **TOGETHERWITH** all

customary and easements right appurtenant thereto, which is butted and bounded as follows :

- ON THE NORTH :** Sreenagar Telephone Exchange.
- ON THE SOUTH :** House No. G2 of Mr. Bishwambar Naskar.
- ON THE EAST :** Municipal Road.
- ON THE WEST :** More or less 32 Feet wide Sree Nagar Main Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE OWNER'S ALLOCATION)

ALL THAT 50% (Fifty percent) of the total constructed area in proposed New Building comprising of Flats, Different Units, Car Parking Spaces including proportionate share of the common rights, common areas and facilities, utilities and amenities of the **FIRST SCHEDULE** mentioned property including the multistoried building to be constructed thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rest i.e. 50% (Fifty percent) of the total constructed area except Owner's Allocation in the proposed New Building to be constructed by the said Developer comprising of Flats, Different Units, Car Parking Spaces TOGETHERWITH undivided proportionate share in land and proportionate share of common rights, common areas,

facilities, utilities and amenities in the **FIRST SCHEDULE** mentioned property including the Multi-Storied Building to be constructed thereon.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON AREAS & FACILITIES)

Corridors, roof, stairways, gardens, lift, gates, boundary walls and main gate, if any, and other spaces and facilities whatsoever required for the establishment enjoyment, provisions for maintenance and management of the building and the common facilities or any of them thereon as the case may be.

COMMON AREAS & FACILITIES Shall also include:-

- (i) The land on which the building shall be located and all easement right, appurtenances belonging to the land.
- (ii) The foundation, columns, beams, supports, main walls, lobbies, staircase on all floors, Lift, Lift room/ Lift machine room, staircase landings on all floors and entrance and exit of the building.
- (iii) Installation of common services, such as power, light, drainage and sewerage etc.
- (iv) Water Reservoir, Overhead Water Tank, the pumps, motors, pipes ducts and other apparatus and installations for common use.
- (v) Common passage from the main road to the Building.
- (vi) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.
- (vii) Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON EXPENSES)

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system, sewerage system, rain water discharge arrangement, water electricity supply system to all common areas as mentioned in **FOURTH SCHEDULE** hereinbefore.
2. The expenses of repairing, maintaining, white washing and colour washing the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the building and the passage and spaces around the building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the said Building.
5. Municipal Taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable for the said building.
6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment to the premises and the common facilities and amenities, common expenses shall be borne by the Owners proportionately.

THE SIXTH SCHEDULE ABOVE REFERRED TO
SPECIFICATION

BUILDING:

Multi-Storied Building.

STRUCTURE:

R.C.C. framed structure with brick walls and cement plaster finish.

FLOORING:

Vitrified Tiles.

TOILETS:

Tiles on floors and 6 ft. high tiles on walls, standard quality basin, Indian commode with PVC cistern.

KITCHEN:

Black stone table finished with one whole steel sink in kitchen.

DOORS:

Flush wooden shutters with wooden frame painted with two coats wood primer.

WINDOWS:

Standard quality aluminum windows fitted with white glass & grill.

ELECTRICAL:

Concealed copper wiring with A-1 quality switches and plug sockets with necessary light and fan & A.C. points but without light fittings and fan.

OUTSIDE BUILDING:

Cement base paint finish.

WALLS:

Brick walls with cement mortar.

INSIDE WALLS:

Plaster of Paris

ROOF:

Water proofing treatment on roof.

WATER:

Water pump and overhead water tank or underground water reservoir.

PLUMBING:

All internal pipeline concealed type with UPVC pipe and all outside line with U.P.V.C. pipe.

PAINTING:

Inside of the flat finished with putty.

IN WITNESSES WHEREOF the parties hereto have set their respective hands on the day, month and year mentioned herein above in presence of the following witnesses:

SIGNED SEALED AND DELIVERED

by the Parties in presence of:-

WITNESSES :-

1. Kali Prasad Das
105, Radha Gobinda Road
P.O. Hindmotor-712233
District - Hooghly

Sunilkumar Das.

Signature of the **OWNER**

2. Partha Profin Hazra
5, B. N. Das Road
P.O. - Hindmotor
Dist. - Hooghly
PIN - 712233

Das Enterprise
Mousumi Das.
Das Proprietor

Proprietor

Signature of the **DEVELOPER**

DRAFTED BY:-

Anjan Kumar Chakrabarti.

ANJAN KUMAR CHAKRABARTI

Advocate

Enrolment No. WB-256/1995

High Court, Calcutta

Residence & Chamber:-

178, Sukanta Nagar,

Hindmotor - 712233, Hooghly

Phone No. +91 9830013862

SPECIMEN FORM FOR TEN FINGER PRINTS

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature

Sunil Kumar Das

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature

Mousumi Das

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature

PHOTO

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

स्थायी लेखा सफाया कार्ड
Permanent Account Number Card

ACLPD2926P

नाम / Name
SUNIL KUMAR DAS

पिता का नाम / Father's Name
NANDA GOPAL DAS

जन्म का तिथि / Date of Birth
23/06/1958

Sunil Kumar Das
Signature



Sunil Kumar Das



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

Enrolment No.: 1193/63073/02413

To: Sunil Kumar Das
S/O Late Nanda Gopal Das
B/31, New Garia Co-op Housing society
PS Purba Jadavpur
Panchasayar S.O
Kolkata
West Bengal - 700054
Mobile: 9863786099

Date: 14/11/2011

Ref. No: 00007099-00160221-00182824-



UB 07323558 5 IN

आपका आधार क्रमांक / Your Aadhaar No. :

4377 7621 2485

आधार — आम आदमी का अधिकार

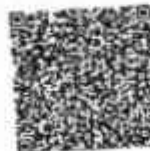
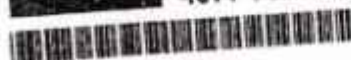


भारत सरकार
GOVERNMENT OF INDIA

Sunil Kumar Das
Year of Birth: 1954
Male



4377 7621 2485



Sunil Kumar Das

आधार — आम आदमी का अधिकार

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AGYPD4360J

नाम / Name
MOUSUMI DAS

पिता का नाम / Father's Name
SUDDHANYA DUTTA

जन्म की तारीख / Date of Birth
01/01/1962

Mousumi Das

SIGNATURE



100332018

Mousumi Das



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

Enrolment No.: 1193/63073/02466

Date: 01/11/2013
 Mousumi Das
 W/O Sunit Kumar Das
 B-31, New Garia Co-op Housing Society
 P-5 Purba Jadavpur
 Panchasayar S.O.
 Kolkata
 West Bengal - 700094
 Mobile: 9883246658

Ref. No: 00005999-00160059-00182720-



UB 07311021 4 IN

आपका आधार क्रमांक / Your Aadhaar No.:

8631 2387 6913

आधार — आम आदमी का अधिकार



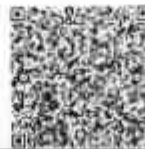
भारत सरकार
GOVERNMENT OF INDIA

Mousumi Das



Mousumi Das
 Year of Birth: 1992
 Female

8631 2387 6913



आधार — आम आदमी का अधिकार


 ভারতের নির্বাচন কমিশন
 भारत का चयन आयोग
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 WB/26/179/483169




নির্বাচকের নাম : সোমনাথ শঙ্করবনিক
 Elector's Name : Samrath Sankhabanik
 পিতার নাম : নারায়ণ চন্দ্র শঙ্করবনিক
 Father's Name : Narayan Chandra Sankhabanik
 লিঙ্গ/Sex : পুরুষ/ M
 জন্ম তারিখ : 05/05/1968
 Date of Birth : 05/05/1968

WB/26/179/483169
 ঠিকানা :
 185, সি.কান্টনামেন্ট গভর্নমেন্ট কোলনি, উত্তরপারা, হুগলি-712223
 Address:
 185, SIKANTANAGAR GOVT. COLONY,
 HINDMOTOR, UTTARPARA, HOOGLY-712223


 Date: 31/12/2018

185-উত্তরপারা নির্বাচন কেন্দ্রের নির্বাচন অফিসারের স্বাক্ষর
 Facsimile Signature of the Electoral
 Registration Officer for
 185-Uttarpara Constituency

In case of change in address mention your Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.

11705534

Samrath Sankhabanik



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

GRN Details

GRN:	192021220079254692	Payment Mode:	Counter Payment
GRN Date:	15/09/2021 21:35:47	Bank/Gateway:	State Bank of India
BRN :	90036400	BRN Date:	17/09/2021 00:09:00
Payment Status:	Successful	Payment Ref. No:	2001803763/4/2021

[Query No*/Query Year]

Depositor Details

Depositor's Name: Sunil Kumar Das
Address: B/31, New Garia Co- op housing society, Kolkata - 700094
Mobile: 9883786099
Depositor Status: Others
Query No: 2001803763
Applicant's Name: Mr ANJAN KUMAR CHAKRABARTI
Identification No: 2001803763/4/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001803763/4/2021	Property Registration- Stamp duty	0030-02-103-003-02	15070 ✓
2	2001803763/4/2021	Property Registration- Registration Fees	0030-03-104-001-16	28 ✓
Total				15098

IN WORDS: FIFTEEN THOUSAND NINETY EIGHT ONLY.

Major Information of the Deed

Deed No :	I-1901-06391/2021	Date of Registration :	22/09/2021
Query No / Year	1901-2001803763/2021	Office where deed is registered	
Query Date	15/09/2021 12:32:49 AM	1901-2001803763/2021	
Applicant Name, Address & Other Details	ANJAN KUMAR CHAKRABARTI 10, K.S. ROY ROAD, 2ND FLOOR, ROOM NO. 33, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830013867, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,16,42,969/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,070/- (Article:48(g))	Rs. 112/- (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: Srinagar Main Road, Mouza: Tentulbedia, , Ward No: 1, Holding No:1693 JI No: 44, Pin Code : 700094

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-56 (RS :-)	LR-3870	Bastu	Bastu	7 Katha 14 Chatak 36 Sq Ft	1/-	1,15,90,319/-	Width of Approach Road: 32 Ft., Adjacent to Main Road.
Grand Total :					13.0763Dec	1 /-	115,90,319 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	52,650/-	Structure Type: Structure
- Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	52,650 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Shri SUNIL KUMAR DAS (Presentant) Son of Late Nanda Gopal Das Executed by: Self, Date of Execution: 22/09/2021 , Admitted by: Self, Date of Admission: 22/09/2021 ,Place : Office	Photo  22/09/2021	Finger Print  LTI 22/09/2021	Signature  22/09/2021
B/31, New Garia Co-operative Housing Society, Kolkata, City:- Not Specified, P.O:- Panchasayar, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ACxxxxxx0P, Aadhaar No: 43xxxxxxxxx2485, Status :Individual, Executed by: Self, Date of Execution: 22/09/2021 , Admitted by: Self, Date of Admission: 22/09/2021 ,Place : Office				

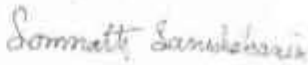
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DAS ENTERPRISE 1693, Srinagar,Kolkata, City:- Not Specified, P.O:- Panchasayar, P.S:-Sonarpur, District:-South 24-Parganas, W Bengal, India, PIN:- 700094 , PAN No.: AGxxxxxx0J,Aadhaar No Not Provided by UIDAI, Status :Organization Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Smt MOUSUMI DAS Wife of Shri Sunil Kumar Das Date of Execution - 22/09/2021, , Admitted by: Self, Date of Admission: 22/09/2021, Place of Admission of Execution: Office	Photo  Sep 22 2021 3:42PM	Finger Print  LTI 22/09/2021	Signature  22/09/2021
B/31, New Garia Co-operative Housing Society, Kolkata, City:- Not Specified, P.O:- Panchasayar, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGxxxxxx0J, Aadhaar No: 86xxxxxxxxx6913 Status : Representative, Representative of : DAS ENTERPRISE (as SOLE PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Somnath Sankhabanik Son of Late Narayan Chandra Sankhabanik 156, Sukanta Nagar, City:- Not Specified, P.O:- Hindmotor, P.S:-Uttarpara, District:- Hooghly, West Bengal, India, PIN:- 712233			
	22/09/2021	22/09/2021	22/09/2021

Identifier Of Shri SUNIL KUMAR DAS, Smt MOUSUMI DAS

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri SUNIL KUMAR DAS	DAS ENTERPRISE-13.0763 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri SUNIL KUMAR DAS	DAS ENTERPRISE-200.00000000 Sq Ft

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Srinagar Main Road, Mouza: Tentulbedia, , Ward No: 1, Holding No:1693 JI No: 44, Pin Code : 700094

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 56, LR Khatian No:- 3870		Seller is not the recorded Owner as per Applicant.

On 22-09-2021

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 : 4 (g) of Indian Stamp Act 1899.

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

Presented for registration at 15:20 hrs on 22-09-2021, at the Office of the A.R.A. - I KOLKATA by Shri SUNIL KUMAR DAS, Executant

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 1,16,42,969/-

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

Execution is admitted on 22/09/2021 by Shri SUNIL KUMAR DAS, Son of Late Nanda Gopal Das, B/31, New Garia Cooperative Housing Society, Kolkata, P.O: Panchasayar, Thana: Purba Jadabpur, South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Business

Identified by Shri Somnath Sankhabanik, , Son of Late Narayan Chandra Sankhabanik, 156, Sukanta Nagar, P.O: Hindmotor, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service

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

Execution is admitted on 22-09-2021 by Smt MOUSUMI DAS, SOLE PROPRIETOR, DAS ENTERPRISE (Sole Proprietorship), 1693, Srinagar,Kolkata, City:- Not Specified, P.O:- Panchasayar, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094

Identified by Shri Somnath Sankhabanik, , Son of Late Narayan Chandra Sankhabanik, 156, Sukanta Nagar, P.O: Hindmotor, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 112/- (E = Rs 28/- , I = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/09/2021 12:00AM with Govt. Ref. No: 192021220079254692 on 15-09-2021, Amount Rs: 28/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90036400 on 17-09-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,070/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 15,070/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 78650, Amount: Rs.5,000/-, Date of Purchase: 17/09/2021, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/09/2021 12:00AM with Govt. Ref. No: 192021220079254692 on 15-09-2021, Amount Rs: 15,070/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90036400 on 17-09-2021, Head of Account 0030-02-103-003-02



Debasis Patra

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2021, Page from 367423 to 367489
being No 190106391 for the year 2021.



Digitally signed by DEBASIS PATRA
Date: 2021.10.11 14:07:21 +05:30
Reason: Digital Signing of Deed.

Debasis Patra

(Debasis Patra) 2021/10/11 02:07:21 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)