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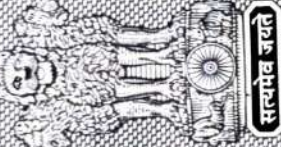
भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



सत्यमेव जयते
INDIA

पश्चिम बंगाल WEST BENGAL

W 475212

होना चाहिए कि यह दस्तावेज
के सम्बन्ध में कोई भी
हस्ताक्षर या मुद्रा
नहीं होना चाहिए।

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1 OCT 2022 10:00 AM

Development Agreement and its Development Power
of Attorney

This Indenture is made on 21st Day of October, Two
Thousand Twenty Two, (2022) A.D.

Between

6588

No. Rs. 1000/- Date.....
Pamela Das

Name : Advocate
Alipur Judge's Court
Kolkata - 27

Address :

Vendor : (South)

Alipore Collaborative Vendor
SUDHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kot-27

6588 = 1000/-



[Handwritten signature]

10 OCT 2011
17 OCT 2012
10 OCT 2012

Identified by me
Pamela Das
(Adv)
Alipore Judge's Court,
Kolkata

Sri Himangshu Biswas, son of Late Kartik Chandra Biswas, by faith - Hindu, by Nationality - Indian, by Occupation - Private Teacher, residing at- 19 J.R. Ghosh Garden, Rajpur Sonarpur (M), Post Office - Laskarpur, Police Station- Narendrapur, in the District of South 24 Parganas, Pin Code - 700153; Pan No.- **BVAPB3968E**, Aadhar No.- **464357952983**.

Hereinafter jointly called and referred to as the **"Owners / Landlord"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respectful heirs, executors, administrators, legal representatives and/ or assigns) of the **First Part**.

And

M/s. Das Associate, bearing Pan Card No. **AAPFD4539E**, a Partnership firm having its office at 26, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153; being represented by its partners namely, **1. Sri Avijit Das** son of Sri Sudhir Kumar Das, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 26, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153, Pan Card No. **AGSPD8531F**, Aadhar No. **845973151445** and **2. Sri Sanjay Das** Son of Sri Manmath Das, By Nationality - Indian, By Faith - Hindu, By Occupation - Business, Residing At 95, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153, Pan Card No. **AUAPD1846P**, Aadhar No. **578266032420**.

Hereinafter called and referred to as the **"Developer"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respected heirs, executors, administrators, legal representatives and/ or assigns) of the **Second Part**.

Whereas One **Sri Subodh Ranjan Ghosh** was the Owner of All that piece or parcel of Bastu land measuring **4 (Four) Cottahs 1 (One) Chittak 15 (Fifteen) Sq.Ft.** more or less together with structure lying and situated at mouza- Laskarpur, Pargana- Magura, J.L.No.57, Touzi no. 3-5, R.S. No.174, comprised of Dag No. 572, appertaining to khatian No.37, presently within the limits of Rajpur Sonarpur Municipality, ward No.31, under Police Station - Sonarpur now Narendrapur; by way of A Final Decree of One **Partition Suit** Bearing Case No. **35/60**, where the Owner namely **Sri Subodh Ranjan Ghosh** was the

plaintiff in the above mentioned case which ordered dated 12/03/1960 from LD. 1st Subordinate Judge at alipore, South 24 parganas.

Whereas said **Sri Subodh Ranjan Ghosh** sold, transferred, acquired **All that** piece or parcel of Bastu land measuring **4 (Four) Cottahs 1 (One) Chittak 15 (Fifteen) Sq.Ft.** more or less together with structure lying and situated at mouza- Laskarpur, Pargana- Magura, J.L.No.57, Touzi no. 3-5, R.S. No.174, comprised of Dag No. 572, appertaining to khatian No.37, presently within the limits of Rajpur Sonarpur Municipality, ward no.31, under Police Station - Sonarpur now Narendrapur; in favour of said Kartik Chandra Biswas by virtue of a registered **Bengali Deed of Sale** executed on **7th December 1979** at the office of **Sub Registrar office at Alipore**, and recorded at **Volume No.55, Book No. I, Pages 155 to 158, Being No. 3167 for the year 1979.**

And Whereas **Sri Subodh.Ranjan Ghosh** mutated his name before the Rajpur Sonarpur Municipality & BLRO as a recorded Owner in respect of the above property vide Holding No. **29**, Road Name - Peyara Bagan, under Police Station - Narendrapur, Kolkata-700153; Ward No. 31, having its Sub Registrar office at Garia South 24 Parganas & also recorded his name in the BLRO Office as a recorded owner in the record of rights bearing **L.R. Dag No.1250 & L.R. Khatian No. 228** and paid the relevant taxes regularly.

And Whereas said **Kartik Chandra Biswas** (now deceased) while had been enjoying the above mentioned landed property without anybody's interruption said **Kartik Chandra Biswas** (now deceased) died intestate on **17th March 2018**; leaving behind his legal heir namely, **Smt. Rani Biswas** (now deceased), **Smt. Sukla Dhar, Smt. Jhuma Saha & Sri Himangshu Biswas** as the joint owners, of the total undivided property measuring more or less **4 (Four) Cottahs 1 (One) Chittak 15 (Fifteen) Sq.Ft.** together with structure standing thereon.

And Whereas said **Rani Biswas** (now deceased) while had been enjoying the above mentioned landed property without anybody's interruption said **Rani Biswas** (now deceased) died intestate on **15th November 2019**; leaving behind his legal heir namely, **Smt. Sukla Dhar, Smt. Jhuma Saha & Sri Himangshu Biswas** as the joint owners, of the total undivided property measuring more or less **4 (Four) Cottahs 1 (One) Chittak 15 (Fifteen) Sq.Ft.** together with structure standing thereon.

And Whereas said legal heir become the joint owner of the Landed Property by way of inheritance of that above mentioned land measuring **4 (Four) Cottahs 1 (One) Chittak 15 (Fifteen) Sq.Ft.** more or less together with structure standing thereon; for their respective undivided share, in the following manner as mention below:

1. **Smt. Sukla Dhar - 1/3rd** share derived by way of inheritance which is more or less **01 (One) Cottah 05 (Five) Chittak 35 (Thirty five) Sq.Ft.** of the total landed property to 100 sq.ft. Tin Shaded Structure.
2. **Smt. Jhuma Saha - 1/3rd** share derived by way of inheritance which is more or less **01 (One) Cottah 05 (Five) Chittak 35 (Thirty five) Sq.Ft.** of the total landed property to 100 sq.ft. Tin Shaded Structure.
3. **Sri Himangshu Biswas - 1/3rd** share derived by way of inheritance which is more or less **01 (One) Cottah 05 (Five) Chittak 35 (Thirty five) Sq.Ft.** of the total landed property to 100sq.ft. Tin Shaded Structure.

Of the said property of homestead land in situated at Mouza- Laskarpur, Pargana- Magura, J.L.No.57, Touzi no. 3-5, R.S. No.174, comprised of R.S. Dag No. 572 & L.R. Dag No. 1250, appertaining to R.S. Khatian No. 37 & L.R. Khatian No. 228 presently within the limits of Rajpur Sonarpur Municipality, vide Holding No. **29**, Road Name - Peyara Bagan, under Police Station - Narendrapur, Kolkata-700153, Ward No.31, having its Sub Registrar office at Garia South 24 Parganas; which is more fully described in First Schedule hereunder written.

And Whereas after that said **Smt. Sukla Dhar & Smt. Jhuma Saha** jointly decided to transferréd, conveyed, grand their undivided landed property all that piece and parcel of landed property measuring **02 (Two) Cottah 11 (Eleven) Chittak 25 (Twenty Five) Sq.Ft.** more or less together with **200 sq.ft.** more or less Tin shaded structure of out of total homestead land measuring **4 (Four) Cottahs 1 (One) Chittak 15 (Fifteen) Sq.Ft.** more or less of homestead land in at Mouza- Laskarpur, Pargana- Magura, J.L.No.57, Touzi no. 3-5, R.S. No.174, comprised of R.S. Dag No. 572 & L.R. Dag No. 1250, appertaining to R.S. Khatian No. 37 & L.R. Khatian No. 228 presently within the limits of Rajpur Sonarpur Municipality, vide Holding No. **29**, Road Name - Peyara Bagan, under Police Station - Narendrapur, Kolkata-700153, Ward No.31, having its Sub Registrar office at Garia South 24 Parganas; by way of Registered Gift Deed in

favour of their biological Brother namely **Sri Himangshu Biswas** dated **19th of October, 2022** at the office of **Additional District Sub Registrar office at Garia**, and recorded at **Volume No.1629-2022, Book No. I, Being No. 162906224 for the year 2022.**

And Whereas Vendor/ Sri Himangshu Biswas became the sole and absolute owner of All that piece and parcel Of landed property measuring **4 (Four) Cottahs 1 (One) Chittak 15 (Fifteen) Sq.Ft.** more or less together with 300 Sq.Ft. Tin shaded Structure lying and situated at Mouza- Laskarpur, Pargana- Magura, J.L.No.57, Touzi no. 3-5, R.S. No.174, comprised of R.S. Dag No. 572 & L.R. Dag No. 1250, appertaining to R.S. Khatian No. 37 & L.R. Khatian No. 228 presently within the limits of Rajpur Sonarpur Municipality, vide Holding No. **29**, Road Name – Peyara Bagan, under Police Station – Narendrapur, Kolkata-700153, Ward No.31, having its Sub Registrar office at Garia South 24 Parganas; This is more fully and particularly described in the **First Schedule** hereunder written, hereinafter called and referred to as the said Premises. And hereinafter referred to as the said property is free from all encumbrances, liens, lispendens, attachments, acquisition, alignment or trust of any nature whatsoever.

And Whereas the First Party / Landlord herein being owner of the said property measuring more or less **4 (Four) Cottahs 1 (One) Chittak 15 (Fifteen) Sq.Ft.** together with 300 Sq.ft. Tin Shaded Structure; lying and situated at Mouza- Laskarpur, Pargana- Magura, J.L.No.57, Touzi no. 3-5, R.S. No.174, comprised of R.S. Dag No. 572 & L.R. Dag No. 1250, appertaining to R.S. Khatian No. 37 & L.R. Khatian No. 228 presently within the limits of Rajpur Sonarpur Municipality, vide Holding No. **29**, Road Name – Peyara Bagan, under Police Station – Narendrapur, Kolkata-700153, Ward No.31, having its Sub Registrar office at Garia South 24 Parganas; desire to erect a new **Multi Storied Building** upon the same demised land consisting of self contained Flats in the said building in different size with common areas and facilities for each residential Flat on the said Premises in accordance with the Building Plan to be the Sanction by Rajpur Sonarpur Municipality but being unable to implement their said desire due to the lack of the technical knowledge and finance, sought approached the **Developer / Second Party** herein.

And Whereas the **Owners / First Part** herein has agreed to deliver the vacant possession of the property hereinafter, referred to as the premises which is in their occupation and possession to the Developer for the construction purposes.

And Whereas the Developer / Second Part herein in response to the proposal as aforesaid agreed to cause Development in the said of **All That** piece and parcel of land measuring **4 (Four) Cottahs 1 (One) Chittak 15 (Fifteen) Sq.Ft.** together with 300 Sq.ft. Tin Shaded Structure; lying and situated at Mouza- Laskarpur, Pargana- Magura, J.L.No.57, Touzi no. 3-5, R.S. No.174, comprised of R.S. Dag No. 572 & L.R. Dag No. 1250, appertaining to R.S. Khatian No. 37 & L.R. Khatian No. 228 presently within the limits of Rajpur Sonarpur Municipality, vide Holding No. **29**, Road Name – Peyara Bagan, under Police Station – Narendrapur, Kolkata-700153, Ward No.31, having its Sub Registrar office at Garia South 24 Parganas.

Now This Development Agreement Witnesseth that the parties hereto have agreed to abide by the terms and conditions of this agreement and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the following:

Owner:

Owners shall mean:

Sri Himangshu Biswas, son of Late Kartik Chandra Biswas, by faith - Hindu, by Nationality - Indian, by Occupation - Private Teacher, residing at- 19 J.R. Ghosh Garden, Rajpur Sonarpur (M), Post Office - Laskarpur, Police Station- Narendrapur, in the District of South 24 Parganas, Pin Code - 700153; Pan No.- **BVAPB3968E**, Aadhar No.- **464357952983**

And further include each of her legal heirs, successor -in-interest, executors, administrators, representatives and / or assignees as the case may be.

Developers:

M/s. Das Associate, bearing Pan Card No. **AAPFD4539E**, a Partnership firm having its office at 26, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153; being represented by its partners namely, **1. Sri Avijit Das** son of Sri Sudhir Kumar Das, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 26, Lake Gardens, Post Office -

Laskarpur, Police Station - Sonarpur, Kolkata -700153, Pan Card No. **AGSPD8531F**, Aadhar No. **845973151445** and **2. Sri Sanjay Das** Son of Sri Manmath Das, By Nationality - Indian, By Faith - Hindu, By Occupation - Business, Residing At 95, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153, Pan Card No. **AUAPD1846P**, Aadhar No. **578266032420**.

And further include each of their legal his, successor -in-interest, executors, administrators, representatives and / or assignees as the case may be.

Property:

All That piece and parcel of landed property **4 (Four) Cottahs 1 (One) Chittak 15 (Fifteen) Sq.Ft.** together with 300 Sq.ft. Tin Shaded Structure; lying and situated at mouza- Laskarpur, Pargana- Magura, J.L.No.57, Touzi no. 3-5, R.S. No.174, comprised of R.S. Dag No. 572 & L.R. Dag No. 1250, appertaining to R.S. Khatian No. 37 & L.R. Khatian No. 228 presently within the limits of Rajpur Sonarpur Municipality, vide Holding No. **29**, Road Name - Peyara Bagan, under Police Station - Narendrapur, Kolkata-700153, having its Sub Registrar office at Garia South 24 Parganas;

Development Agreement & It's Development Power Of Attorney:

That this present Indenture deemed to have been commenced on and with effect from the date of signing of the Agreement; i.e. the **21st** day **October**, Two Thousand and Twenty Two (**2022**).

Building:

Multi Storied Building to be constructed by the Developer on the said Landed Property.

Plan:

The building plan to be prepared by the Architect/ Engineer and the Building to be constructed at the cost of the Developer.

Architect:

The person and/or firm to be appointed by the Developer for supervising the said building during the construction period.

Owner's Allocation:

Owner's shall be entitled to get in following manner as mention below:-

- 1. Owner** shall get **1 (One)** Residential Flat measuring more or less **900 Sq.ft. Built up area** of the FAR of the **First Floor** of the proposed **Multi Storied**

Building as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.

2. **Owner** shall get **2 (Two)** Residential Flat one is measuring more or less **600 Sq.ft. Built up area** and another one is **500 Sq.ft. Built up area** of the FAR of the **Second Floor** of the proposed **Multi Storied Building** as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.

3. **Owner** shall get **1 (One)** Residential Flat measuring more or less **600 Sq.ft. Built up area** of the FAR of the **Third Floor** of the proposed **Multi Storied Building** as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.

4. **Owner** shall get **2 (Two)** car **Parking Space** each measuring more or less **135 Sq.ft. Built up area** of the FAR of the **Ground Floor** of the proposed **Multi Storied Building** as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.

And the Developer shall bear rent for the alternative accommodation of the Land lord for one accommodation Monthly Rs.10,000/- (per Month) within the locality of the aforesaid property from the date of hand over, the existing premises until to hand over the Owner's allocation to the Owners at the newly constructed **Multi Storied Building**, which is Described in the Second Schedule herein.

Henceforth the total non refundable amount of First Part shall be Rs.**7,00,000/-** (Rupees Seven Lakh) Only; from which Rs.3,00,000/- (Rupees Three Lakhs) only; shall be paid at the time of this Development agreement and its Development Power of Attorney, and rest Rs.4,00,000/- (Rupees Four Lakhs) only at time of Possession.

Developer's Allocation:

The Developer will be entitled to the **Rest** of the Construed area, after providing the Owner's allocation of the proposed **Multi** Storied Building along with the proportionate share of common portion, common facilities and common amenities of the said proposed **Multi** Storied Building, which are more fully and particularly described in the **Third Schedule** hereunder written.

Saleable Portion:

The entire portions in the building save and except Owner's share of allocation pertaining to the Developer's allocation as described in the Third Schedule.

Common Service Areas:

All the common service facilities excluding the over head water reservoir and water lifting pump and Motor which are to be enjoyed by the Owners and the Developer of the building more fully and particularly described in the Fourth Schedule hereunder written.

Transferrors:

In the context of this Agreement, the Owners herein in respect of the undivided proportionate share of the land pertaining to the Developer's allocation after the completion of the construction of the proposed building as per the proposed plan.

Transferee:

Shall mean the person, firm, limited company or association or persons to whom any space of the newly constructed building would be transferred.

With the Grammatical Variation:

Shall mean transfer by means of conveyance and shall include transfer possession and by any other means adopted for effecting what is understood as a transfer of space with undivided interest of land proportionate, to the flat and the right of use in common space in Multi Storied Building to the purchaser thereof.

Words Importing:

Singular shall include Plural and Vice Versa, Masculine shall include Feminine and Neuter, likewise, words, Genders shall include Masculine and Feminine Genders.

Transfer:

Transfer of proportionate undivided share / interest of land in property by the Owners attributable to the Developer's allocation and the Owner's allocation against which the Developer will construct the building where there will be both Owners and Developer's allocation.

Consideration:

Owners' allocation will be constructed at the cost of the Developer against which the Owners will transfer the undivided proportionate share of land in the property attributable to the Developer's allocation.

Delivery of Possession of Land:

In the context of this Agreement, the Owner will hand over to the Developer, a peaceful well demarcated physical possession of the property after sanction building plan of Rajpur Sonarpur Municipality for the purposes of the construction as per this agreement.

Time:

The Developer will complete the building and deliver the peaceful vacant physical possession of the Owner's allocation within **25 (Twenty Five)** months from the date of execution of this Agreement. The time may be extended due to unavoidable circumstances arises if any, by the mutual consent of both the parties, but the same shall not be extended for more than 6 (Six) months in any circumstances.

If the Developer fails to deliver the Owner's Allocation within 25 month from the Date of execution of this Agreement the Developer shall pay a sum of Rs.10,000/- (Rupees Ten Thousand only) per month as compensation for the delay of handing over of the Owner's Allocation till the completion of the project and the handover of the Owner's Allocation. However apart from that the Developer shall also be bound to pay accommodation charge @ Rs.10,000/- per month to the Owner which shall be increased by 10% after each year till the handover of the Owner's Allocation unto and in favor of the Owner.

Date of Commencement:-

This agreement be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developers Allocation is sold or transferred to the intending Purchaser or Purchaser's.

Undivided Share of Land:

The undivided proportionate share / interest in the land of the property attributable to each flat / units pertaining to the Developer's allocation and the Owner's allocation.

Manner of Work and Specification:

The materials and accessories which are to be used for the construction of the building (more fully and particularly described in the Sixth Schedule hereunder written).

Project:

The work of development of the said property will undertaken by the Developer.

Unit:

Any independent flat in the building, which is capable of being exclusively owned, used and/or enjoyed by any unit Owners and which is not the common portion.

Unit Holder:

Any person who acquires, holds and/or owns any unit in the building shall include the Owners and the Developer for the units held by them from time to time.

Tax Liabilities:

The Owners shall not be liable to pay the tax liability in respect of selling the flats and spaces under Developer's allocation.

Article – Ii

Owners shall represent as follow:-

- a)** The Owners are the absolute owners in respect of the property more fully described in the First Schedule hereunder written.
- b)** There are no suits, litigations or legal proceedings in respect of the property.
- c)** No person other than the Owners have any title of any nature whatsoever in the property or any part thereof.
- d)** The right, title and interest of the Owners in the property is free from all the encumbrances and the Owners have a marketable title thereto.
- e)** Neither the property nor any part thereof has been attached and/ or is liable to be attached due to Income Tax Revenue or any other public demand.

- f) The Owners have not in any way dealt with the property whereby the right, title and interest of the Owners as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

Article – Iii: Owners’ Right

- a) The Owners will get the Owners’ allocation described in the Second Schedule hereunder written without any hindrances from the Developer.
- b) The Owners shall deliver the Photo copy of the Title Deed or Deeds or any other documents from their custody to Developer. With a condition that Owner shall provide all the Original whenever required by the Developer.

Article – Iv: Owner’s Obligation

- a) The Owners shall answer and comply with all the requisitions made by the advocate of the Developer for establishing the title of the Owners in respect of the property shall make out a remarkable title, if encumbered in any manner. The Owner shall remain liable to rectify all the latent defects in the title, if any at their costs and expenses. The Owners will make the delivery of peaceful, vacant physical possession of the said property to the Developer before the construction of the building as desired by the Developer free from all the encumbrances. The Developer will be authorized to construct and complete the building at its cost and as per the specifications mentioned herein without any interference or hindrances from the side of the Owner.
- b) During the continuance of this Agreement the Owners shall not let out a fresh grant, lease, mortgage and/ or create any charge in respect of the property or any portion thereof without the consent in writing of the Developer and the Developer for the time being assist the Owners.
- c) The Owners will, if required, execute agreement for sale in respect of sale of the undivided proportionate share of land attributable to the units pertaining to the Developer’s allocation and present the same before the registration authority in respect of the Flats pertaining to the Developer’s allocation for registration at the cost of the Developer and/ or its nominee.
- d) The Developer with the execution of this Agreement shall request the Owners to delivery of all the original documents in relating with their title or property. And the Owner is always bound to comply so.

- e) The Owners will solely be responsible for delivering the peaceful vacant physical possession of the property to the Developer, free from all the encumbrances.
- f) The Owners will extend all the reasonable cooperation to the Developer for effecting the construction of the said building.
- g) The Owners' shall, if required, from time to time, transfer to the Developer and/ or its nominee undivided proportionate share in the land attributable to the units pertaining to the Developer's allocation in the building simultaneously or after the Delivery of Possession, the Owner's allocation. The costs of preparation, stamping, and registration of the necessary document such as Declaration, Affidavit, Boundary Declaration, Rajpur Sonarpur Municipality Deceleration, Gift to Rajpur Sonarpur Municipality, if any, shall be borne and paid by the Developer.
- h) In case of any encumbrances or dispute arises relating to the Title or Ownership in respect of the said property, then in such event the Owners shall be liable to meet up and remove the same at their own costs and expenses. In case the Owners do not, then the Developer will be at liberty to do so and to recover the said costs from the Owners.
- i) The Owners shall, if required, from time to time, grant such further power or authorities to the Developer concerning the project, for the Developer is doing the various works envisaged hereunder, including entering into an agreement for sale (excluding the Owner's allocation) and/ or construction of the building and/ or portion thereof and to receive all the amount in pursuance thereof.
- j) That the Developer shall be liable to pay all the previous taxes, mutation expenses in respect of the above noted property.

Development Power of Attorney

The Owner / **Sri Himangshu Biswas**, son of Late Kartik Chandra Biswas, by faith - Hindu, by Nationality - Indian, by Occupation - Private Teacher, residing at- 19 J.R. Ghosh Garden, Rajpur Sonarpur (M), Post Office - Laskarpur, Police Station- Narendrapur, in the District of South 24 Parganas, Pin Code - 700153; Pan No.- **BVAPB3968E**, Aadhar No.- **464357952983** do hereby nominate constitute and appoint **M/s. Das Associate**, bearing Pan Card No. **AAPFD4539E**, a Partnership firm having its office at 26, Lake

Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153; being represented by its partners namely, **1. Sri Avijit Das** son of Sri Sudhir Kumar Das, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 26, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153, Pan Card No. **AGSPD8531F**, Aadhar No. **845973151445** and **2. Sri Sanjay Das** Son of Sri Manmath Das, By Nationality - Indian, By Faith - Hindu, By Occupation - Business, Residing At 95, Lake Gardens, Post Office - Laskarpur, Police Station - Sonarpur, Kolkata -700153, Pan Card No. **AUAPD1846P**, Aadhar No. **578266032420**, as their true and lawful attorney for the followings:-

- a) To appear before the Rajpur Sonarpur Municipality for mutation, C.C., water connection and appear before the WBCESC for electric connection.
- b) To sign the plan and all the relevant papers in respect of the building plan and present the same to the Rajpur Sonarpur Municipality and/ or any other competent authority.
- c) To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts necessary for constructing the said building.
- d) To obtain clearances from all the Government Departments and Authorities including Fir Brigade, Police and the Authorities of Urban Land Ceiling Department, as may be necessary.
- e) To sign and apply for Proposed of Building Plan, Drainage Plan, Water Connection, Electricity Connection and other utilities as may be necessary for the convenience and enjoyment of the building standing on the land of the said premises.
- f) To appear before any officer of the Rajpur Sonarpur Municipality or any Court or Tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.
- g) To represent me before any Court of law.
- h) To appear and to act in all Courts - Civil, Criminal and Tribunal whenever required.
- i) To sign and verify plaints and written statements petitions, objections, memo of appeals, affidavits and application of all kind and file those in a court of law.

- j) To engage and appoint any advocate or counsel wherever required with the consent of Owner.
- k) To negotiate on terms for and to agree to and enter into and conclude any Agreement for sell the said Developer's share of allocation (Save and except Owner's share of allocation) to any purchaser or purchasers at such price, the said attorney in its absolute discretion, thinks proper and/ or to cancel and/ or repudiate the same.
- l) To receive from the intending purchaser any earnest money and/ or advance or advances and also the balance of the purchaser money against the said Developer's share of allocation (Save and except Owner's share of allocation) and to give good, valid receipt and discharge for the same.
- m) Upon such receipt as aforesaid to sign, execute and deliver any conveyance or conveyances in respect of the said Developer's share of allocation (Save and except Owner's share of allocation) described in the Third Schedule hereunder written in favour of the said purchaser or his/ her nominee or assignee.
- n) To sign and execute all other deeds, instruments and assurances which that said attorney shall consider necessary and to enter into and/ or to such covenants and conditions as may be required for fully and effectually conveying in respect of the Developer's share of allocation (Save and except Owner's share of allocation) if the Owners themselves present.
- o) To present any such agreement or agreements conveyance or conveyances in respect of the Developer's share of allocation (Save and except Owner's share of allocation) for registration, to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to do all acts, deeds and things which our said attorney shall consider necessary for sale of Developer's share of allocation (Save and except Owner's share of allocation) of the said premises as aforesaid to the purchaser as full and effectually in all respects as the Owners do on the same themselves.
- p) The Owners will, if required, execute the agreement for sale in respect of the sale of the undivided proportionate share of land attributable to the units pertaining to the Developer's allocation only and present the same before the registration authority in respect of the Flat pertaining to the Developer's

allocation only for registration at the cost of the Developer and/ or its nominee.

- q) The Owners, with the execution of this Agreement, will hand over the original copy of the Title Deeds relating to the said property to the Developer and/ or Owners shall bound to produce all the original documents in relating with their tile or property at any time to any competent authority in the request of the Developer.
- r) The Owner will extend all the reasonable cooperation to the Developer for effecting construction of the said building.
- s) The Owner shall, if required, from time to time, transfer to the Developer and/ or its nominee undivided proportionate share in the land attributable to the units pertaining to the Developer's allocation only in the building simultaneously or after the Delivery of Possession the Owner's allocation to the Owner and the consideration for the same shall be a part of the cost of the construction of the Owner's allocation. The costs of preparation, stamping, and registration, of the necessary document such as Declaration, Affidavit, Boundary Declaration, Rajpur Sonarpur Municipality Deceleration, Gift to Rajpur Sonarpur Municipality, if any, shall be borne and paid by the Developer.
- t) In case of any encumbrances or dispute arises relating to the Title or Ownership in respect of the said property, then in such event the Owners shall be liable to meet up and remove the same at their own costs and expenses. In case the Owners do not, then the Developer will be at liberty to do so and to recover the said costs from the Owners.
- u) To sign and execute a proper Agreement for Sale or Deed of Conveyance only in respect Developers' Allocation along with undivided importable proportionate share of the land underneath as per the proposed plan to be Proposed by the Rajpur Sonarpur Municipality upon the land mentioned in the schedule hereinabove.
- v) The Owners shall, if required, from time to time, grant such further power or authorities to the Developer concerning the project, for the Developer is doing the various works envisaged hereunder, including entering into an agreement for sale (excluding the Owner's allocation) and/ or construction

of the building and/ or portion thereof and to receive all the amount in pursuance thereof.

- w) The Developer with the cooperation of the Owner will make all the arrangements for mutually settle the litigations by withdrawing the suits/ case at its cost without making the Developer liable for the same.

Article – V: Developer's Right

- a) The Developer will have the exclusive right to build and complete at its own cost within the stipulated time as aforesaid subject to its getting the vacant possession of the premises with joint effort of the Owner and the Developer.
- b) In the event of any dispute, both the parties will amicably settle the matter.
- c) The Developer will have the exclusive right to commercially exploit the Developer's allocation. The Developer will have full right and absolute authority to enter into any sale agreement/ sale with any intending purchaser/ purchasers in respect of the said Developer's share of allocation (Save and except Owner's share of allocation) at any price of its discretion and receive advance/ consideration in full thereof.
- d) The Developer will be entitled to occupy and use the property **Subject To** the terms and of this agreement, for the duration of the project. The Developer will be entitled to use the said premises for setting up a temporary size office and/ or quarters for its guard and other staff and shall further be entitled to put up sign boards and advertisement of the project and post its watch and ward staffs after getting possession of the said property from the Owner.
- e) Upon being inducted into the premises, the Developer will be at liberty to do all the works as be required for the project and to utilize the existing electricity and water, if any, in the property, at its costs and expenses. The Developer will have the right to obtain the temporary connection of utilities for the project and the Owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required.
- f) The Developer will be entitled to receive, collect and realise all the money out of the Developer's allocation from the intending purchaser in respect of the units/ spaces/ car parking spaces appertaining to the Developer's

allocation without creating any personal and/ or financial liability upon the Owner.

- g)** The Developer to cause such changes to be made in the plans as the architect may approve and/ or shall be required by the concerned authorities from time to time for the betterment of project.
- h)** The Developer will be authorized so far as it necessary to apply for and obtain quota of cement, sleek brick and other building materials for the construction of the building.
- i)** The Developer will be entitled to deliver the unit pertaining to the Developer's allocation to the intending purchaser/ purchasers.
- j)** The Developer will be entitled to transfer the undivided proportionate share of land in the premises together with proposed flats attributable to the Developer's allocation by the virtue of the Power of Attorney to be given by the Owner to the Developer or its nominee.
- k)** The Developer will be entitled to make publicity and advertisement in all possible manners for the benefit of the commercial exploitation of the Developer's allocation.
- l)** The Owner shall give such cooperation to the Developer and sign all the papers, confirmation and/ or authorities as may be reasonably required by the Developer from time to time for the project, at the cost and expenses of the Developer.
- m)** The Developer shall have the right to demolish the existing structure and taken over the existing materials if any.

Article – Vi: Developer's Obligation

- a)** The Developer prior to the Delivery of Possession and/ or execution of any Deed of Conveyance in respect of the Flat/ Units and other constructed spaces under the Developer's allocation to any third party or intending purchaser will deliver the Flats/ Units and other constructed spaces under the Owner's allocation Flats complete in all the respect including the electrical connection, water pump, municipal water, sewerage, drainage connection, plumbing, sanitary, overhead and underground water tanks i.e. habitable condition to the Owners within 25 (Twenty Five) months from the date of execution of this Agreement. The time may be extended due to unavoidable circumstances arises if any, by mutual consent of both the

parties, but the same shall not be extended for more than 6 (six months) in any circumstances. Notwithstanding the Developer will be entitled to extend time for completion of the project. In the event of any disputes regarding the vacant possession, both the parties will amicably settle the matter according to the situation.

- b) All costs, charges, expenses and responsibility for the construction of the building and/ or the development of the said premises shall be borne and paid by the Developer exclusively. The Developer will complete the Owner's allocation with the specification annexed hereto.
- c) The Developer will construct the building with ISI standard materials available in the market.
- d) The Developer will bear all the costs arising out of the construction of the building.
- e) The Developer will bear all the liabilities and imposition in respect of the premises and/ or part thereof from the date of taking possession of the premises till the Developer delivers the Flats/ Units and other construction spaces under the Owner's allocation to the Owner from the date of the Owner's allocation is landed over to the Owners, complete and made habitable in terms hereof, the Owners shall be responsible to pay and bear the outgoings and impositions in respect of the Owner's allocation whereas, the Developer will remain responsible for the liabilities and imposition on the Developer's allocation.
- f) After completion of construction of the new building the Developer at its own cost and expenses shall obtain completion certificate from the Rajpur Sonarpur Municipality for the new building.
- g) The Developer shall submit the building Plan to Rajpur Sonarpur Municipality within next 6 (Six) months from the date of execution of this Agreement.

Article – Vii: Indemnity

- a) The Developer indemnifies the Owners against all the claims, accidents, actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the building.

- b) The Developer will indemnify and keep the Owner indemnified in respect of all the costs, expenses, liabilities, claims, and/ or proceedings arising out of any acts done in pursuance of the authorities given as aforesaid.
- c) The Developer will keep the Owners saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof.
- d) The Developer indemnifies the Owners against all the claims or demand that may be made due to any things done by the Developer during development of the said premises and the construction of the new building including the claim by the adjoining properties for damages their building.
- e) The Developer indemnifies the Owners against all the claims and demands of the suppliers, contractors, workmen and agents of the Developer on the account whatsoever including any accident of other loss.
- f) The Developer indemnifies the Owners against any demand and/ or claim made by the unit holder in respect of the Developer's allocation.
- g) The Developer indemnifies the Owners against any action taken by the Municipality and/ or other authority for any illegal or faulty construction or otherwise of the building.
- h) The Developer hereby agrees with the Owners not to do any act, deed or things whereby the Owners will be prevented from enjoying, selling, disposing, assigning of any of Owner's allocation in the property.

Article – Viii: Common Understandings

- a) In case it is required to pay any outstanding dues to the municipality or any other outgoings and liabilities in respect of the premises till the date the Owner hand over the vacant and peaceful possession of the premises to the Developer, then the Owner shall pay such dues and bear the costs and expenses thereof and the Developer will be liable for the subsequent period, if any. In other word, the Developer will pay the municipal rates and taxes and electricity bills as outstanding dues of the said premises till the date of handing over possession of the Owner's allocation to the Owners, where after the Owner's shall be responsible for their allocation and the Developer for their allocation.

- b) The Owners shall be solely and exclusively entitled to the Owner's allocation and the Developer's allocation in the newly constructed building along with common service area as per Proposed plan.
- c) The Owner's allocation shall be raised and constructed by the Developer for and on behalf of the Owner. The Developer's allocation of the building shall be constructed by the Developer for and on behalf of itself. The Owner and the Developer will be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem fit and proper **Subject To However** the general restrictions for mutual advantage inherent in the Owner's allocation. They will also be at liberty to enter into an agreement for sale of their respective allocation **Save That** insofar as the same relates to common areas (as described in the Fourth Schedule hereto) common expenses (as described in the Fifth Schedule hereto) and other matter of common interest, the Owners and the Developer will adopt the same covenants and restrictions. The form of such agreement to be utilized by the parties shall be such as drawn by the advocates in consultation with the parties hereto, but the same shall be in accordance with the practices prevailing in respect of Ownership flat buildings in Rajpur Sonarpur Municipality.
- d) The Developer will be entitled to all such monies receivable in respect of the Developer's allocation **Provided However** that the monies payable and/ or deposits for common purposes and common expenses shall be receivable only by the Developer from all the units Owners till formation of the society or any Owner's association of the unit Owners.
- e) The Developer will provide electricity connection for the said building including the Owner's allocation and the Owner and/ or their nominees shall reimburse for their individual meter as required to obtain electricity from the WBSEDCL to the Developer.
- f) Upon completion of the building, all the flat Owners shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management of the said building.
- g) If so required by the Developer, the Owner shall join and/ or cause such persons as may be necessary to join as confirming parties in any documents conveyance and/ or any other documents of transfer that the Developer may

enter into with any person who desire to acquire units comprised in the Developer's allocation.

Article – Lx: Common Restrictions

- a) Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any trade or activity detrimental to the peaceful loving of the other occupiers of the building.
- b) Neither party shall demolish or permit to demolish any wall or make any Structural alteration to the building.
- c) Both the parties shall abide by all laws, bye-laws, rules and regulation of the competent authority in enjoying the occupation of the building.
- d) Both the parties will jointly form a committee to look after the maintenance of the building. But with the Owners tale possession of the Owner's allocation and the Developer sale major parts of its allocation, the Developer will have no liability to the said committee and/ or any association to be formed.
- e) Neither party shall use or permit to usage of their respective allocation or any portion of the said building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- f) Both the parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building giving notice in writing.
- g) Both the parties will bear proportionate tax, maintenance cost, and day to day expenditure of their respective allocation after completion and delivery of possession of the building.

Article – X: Miscellaneous

- a) The Owners and the Developer have entered into this agreement purely on independent status and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- b) Through this Agreement no transfer of right, title or interest in respect of the said property has been assigned to the Developer herein absolutely.
- c) Save and except this agreement no agreement and/ or oral representation between the parties hereto exists or will have any validity.

Article – Xi: Force Majure

The Developer will complete the Owner's allocation within the stipulated period subject to the circumstances which may not be found beyond control of the Developer.

Article – Xii: Jurisdiction

The Court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this Agreement.

Statutory Para

Be it noted that by this Development Agreement and the related Developer Power of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement / Final Document / for transfer of property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement / Final Document for transfer of property between the Owners and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

The First Schedule Above Referred To

[The Premises]

All That piece and parcel of landed property **4 (Four) Cottahs 1 (One) Chittak 15 (Fifteen) Sq.Ft.** together with 300 Sq.ft. Tin Shaded Structure; lying and situated at Mouza- Laskarpur, Pargana- Magura, J.L.No.57, Touzi no. 3-5, R.S. No.174, comprised of R.S. Dag No. 572 & L.R. Dag No. 1250, appertaining to R.S. Khatian No. 37 & L.R. Khatian No. 228 presently within the limits of Rajpur Sonarpur Municipality, vide Holding No. **29**, Road Name – Peyara Bagan, under Police Station – Narendrapur, Kolkata-700153, Ward No.31, having its Sub Registrar office at Garia South 24 Parganas; butted and bounded in the following manner.-

On the North: By **The Land of Dag No.576.**

On the South: By **The Land of Dag No.572.**

On the East: By **16'10 Feet Wide Road.**

On the West: By **12' Feet Wide Road.**

Or Howsoever Otherwise the same is butted and bounded called, known, numbered and/ or distinguished.

The Second Schedule Above Referred To

[Owner's Allocation]

Owner's shall be entitled to get in following manner as mention below:-

1. **Owner** shall get **1 (One)** Residential Flat measuring more or less **900 Sq.ft. Built up area** of the FAR of the **First Floor** of the proposed **Multi Storied Building** as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.
2. **Owner** shall get **2 (Two)** Residential Flat one is measuring more or less **600 Sq.ft. Built up area** and another one is **500 Sq.ft. Built up area** of the FAR of the **Second Floor** of the proposed **Multi Storied Building** as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.
3. **Owner** shall get **1 (One)** Residential Flat measuring more or less **600 Sq.ft. Built up area** of the FAR of the **Third Floor** of the proposed **Multi Storied Building** as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.
4. **Owner** shall get **2 (Two)** car **Parking Space** each measuring more or less **135 Sq.ft. Built up area** of the FAR of the **Ground Floor** of the proposed **Multi Storied Building** as per the Sanction Building Plan of Rajpur Sonarpur Municipality sanctioned Building Plan along with the proportionate share of the First Schedule land and common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.

And the Developer shall bear rent for the alternative accommodation of the Land lord for one accommodation Monthly Rs.10,000/- (per Month) within the locality of the aforesaid property from the date of hand over, the existing premises until to hand over the Owner's allocation to the Owners at the newly

constructed **Multi Storied Building**, which is Described in the Second Schedule herein.

Henceforth the total non refundable amount of First Part shall be Rs.**7,00,000/-** (Rupees Seven Lakh) Only; from which Rs.3,00,000/- (Rupees Three Lakhs) only; shall be paid at the time of this Development agreement and its Development Power of Attorney, and rest Rs.4,00,000/- (Rupees Four Lakhs) only at time of Possession.

The Third Schedule Above Referred To [Developer's Allocation]

The Developer will be entitled to the **Rest** of the construction area, after providing the Owner's allocation of the proposed **Multi Storied Building** along with the proportionate share of common portion, common facilities and common amenities of the said proposed **Multi Storied Building**.

And there have the liberty to sell or transfer at their own choice. If the title of the owners not clear and the construction work may delayed due to the title of the ownership of the owner, the time bound not to be calculated.

The Fourth Schedule above Referred to [Specification of Construction]

a) **Structural Construction:**

Building design on RCC foundation with RCC framed structure with RCC roof slabs all confirming to National Building Code of India and Rajpur Sonarpur Municipality.

b) **Perimeter Walls:**

200 mm thick cement work (1:6 sand cement mortar).

c) **Internal Walls:**

75/ 125 mm thick with cement work (1:4 sand cement mortar) with wire reinforcement in every 2nd layer.

d) **Surface finish:**

Internal all walls and ceiling cement plastered and plaster of parish outside surface sand, cement plaster and snowcem wash.

e) **Flooring:**

Vertified Tiles 2'x2' skirting in bed rooms and all other floors.

f) Door:

All Door Frame would be Sal wood, Main Door and all the internal doors shall commercial flush doors.

g) Window:

All windows will be sliding aluminum with smoke glass cover with M.S. grill.

h) Kitchen:

Vertified Tiles floor 2'x2' skirting, Black stone kitchen platform with 2'6" height white glazed ceramic tiles on the wall, one steel sink, one C.P. bib cock.

i) Toilet:

Marble floor 2'x2' skirting with 6'-6" height wall tiles (white in colour) over all, one white commode with cistern (PVC) white in colour, One C.P. bib cock, concealed water lines, ceramic white basin and shower in toilet and both the toilets shall be provided with suitably positioned lights.

j) Electricals:

Concealed copper wire line with necessary fittings, sufficient light points, fan points and plug point in each and every rooms balcony, kitchen, living cum dining, bath rooms by modular plate switches of reputed mark i.e., Each Bedroom – 2 Light points, one 5 Amp. Plug Point, One Fan Point. Living-cum-Dining – One 5 Amp. Plug Point, Two Light Points and Two Fan Points. Toilets – One Light Point, One Geezer Point, One Exhaust Fan Point.W.C. – One Light Point and One Exhaust Fan Point. Kitchen – One Aqua-guard Point, One 15 Amp. Plug Point, One Light Point and One Exhaust Fan Pont. With one A.C. Point in each flat.

k) Finishing:

Plaster of putty over sand cement plaster would be done in all inside walls will be painted with weather coat plaster, one coat putty, one coat primer, two coat weather coat. Windows will be coloured with two coats of synthetic enamel over primer.

l) Water:

Rajpur Sonarpur Municipality water supply at the underground reservoir with pumping facilities to overhead tank for the distribution of water to the individual flats through common surface pipe line (PVC) and pipe line up to the overhead tank at the roof of the building.

m) **Stairs and Landings:**

Marble Finish.

n) **Verandah Railing:**

Grills upto 3' height.

o) **Roof:**

Water proofing treatment of roof.

Extra Work:

No Extra work in the Flat would be carried out by the Developer. In the event such work is to be carried out, then in such event the Purchasers or Owners shall bear all the extra costs and expenses and for such extra work, it carried out, no deduction would be made by the Developer in the price of the Flat as agreed to the sold/ purchased.

**The Fifth Schedule above Referred to
(Common Rights)**

- a) Stair-case in all the floors of the said building.
- b) Stair-case landings on all the floors of the said building.
- c) Common passage including main entrance of the floors leading to roof.
- d) Water pump, overhead water tank and water supply line.
- e) Electric service line and electric main line wiring, electric meter for pump installed on the building and the meter box.
- f) Drainage and Sewerages.
- g) Boundary walls and Main gate.
- h) The ultimate roof of the building.
- i) Such other common parts, areas, equipments, installations, fixtures, fittings and spares in or above the said building as are necessary for the use and occupancy of the said building in common.

**The Sixth Schedule above Referred to
[Common Expenses]**

- a) All electricity charges payable in common for common portions of the buildings.
- b) Premium for insurance of the building if any made.
- c) Municipal and all other taxes levied on the building and other outgoings and any other charges required for payment towards the common use and enjoyment.

- d) Salaries and/ or wages for Darwan, Sweeper, etc.
- e) Regular maintenance of the building and attachment including periodical paintings of the outer side of the buildings, common spaces.
- f) Maintenance of Sewerage lines, External pipelines, sanitary tanks, underground water reservoir and other common attachments.
- g) Any other common expenses that the Owners Association of the building may decide if any all formed by the Flat Owner.

In Witness Whereof the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

Signed, Sealed & Delivered by the Parties at Kolkata in the Presence of:-

1. Pamela Dix
(Adv.)

Alipore Judges Court,

Vol-27

[Signature]

Himangshu Biswas
(Signature of the Owner /the First Part)

2. Sh. Nabibin Rahman,

(Adv.)

Alipore Judges Court,

Vol-27

M/S DAS ASSOCIATE
Av. Das Sanjay Das
Partner

Drafted & Identified by me,

[Signature]

Pamela Das.

(Advocate)

Alipore Judges Court

Kolkata-700027.

Enrolment No. F/1097/2014.

(Signature of the Developer Party /the Second Part)

Memo of Consideration

Received an amount of **Rs.3,00,000/- (Rupees Three Lakhs)** only; as a consideration for the execution of this Development Agreement and it Power of Attorney against the land property mention in the Schedule herein, from the above name Developers.

Date	Mode	Bank	Favor	Branch	Amount
21/10/2022	Cheque No. 408096	Indian Bank	Himangshu Biswas	Lankapur	3,00,000/-
—	—	—	—	—	—
—	—	—	—	—	—
—	—	—	—	—	—
Total					3,00,000/-

Total – Rupees Three Lakhs only.

Witnesses:

1. Pamela Pur
(Adv)
Nipone Sudhén Cou,
vel-27
2. Dr. Habiba Lakshmi
(Adv)
Nipone Sudhén Cou,
vel-27

Himangshu Biswas.

(Signature of First Part)

	Thumb	1st finger	middle finger	ring finger	small finger
	left hand				
	right hand				

Name.....
 Signature..... *Himangshu Biswas* ALG 1620 798

	Thumb	1st finger	middle finger	ring finger	small finger
	left hand				
	right hand				

Name.....
 Signature..... *Himangshu Biswas*

	Thumb	1st finger	middle finger	ring finger	small finger
	left hand				
	right hand				

Name.....
 Signature..... *Sujal Das*

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAPFD4539E

नाम Name
DAS ASSOCIATE



01122018

जन्म/गठन की तारीख
Date of Incorporation / Formation
14/11/2018

इस कार्ड के खोने/पाने पर कृपया सूचित करें/सूचित करें:

आयकर रीट सेवा इकाई, एन एस डी एल

5 वीं मंजिल, मही स्ट्रीट,

प्लॉट नं. 341, सर्वे नं. 997/8,

मॉडल कॉलोनी, दीप आला चौक, के. पाठ,

पुणे - 411 016.

If this card is lost / someone's lost card is found,
please inform / return to :

Income Tax PAN Services Unit, NSDL

5th Floor, Mahi Street

Plot no 341, Survey no. 997/8,

Model Colony, Near Deep Bungalow Chowk,

Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081

e-mail: tmninfo@nsdl.co.in



Avi's Das
Sangam Das

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

HIMANGSHU BISWAS
KARTIK BISWAS

13/02/1975
Permitted Account Number
BVAPB3968E


Signature

Himangshu Biswas



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 2010/17514/19343

To
হিমংশু বিশ্বাস
Himangshu Biswas
S/O: Kartik Biswas
19 J.R GHOSH GARDEN
Rajpur Sonarpur (M)
Laskarpur
Falta South 24 Parganas
West Bengal 700153
144565051
ML445650510FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

4643 5795 2983

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



হিমংশু বিশ্বাস
Himangshu Biswas
পিতা : কার্তিক বিশ্বাস
Father : Kartik Biswas
জন্মতারিখ / DOB : 13/02/1975
পুরুষ / Male



4643 5795 2983



জ্ঞাত

- পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
S/O: কার্তিক বিশ্বাস, 19
জে.আর ঘোষ গার্ডেন, রাজপুর
সোনারপুর (এম), দক্ষিণ ২৪
পরগনা, লক্ষ্মপুর, পশ্চিম বঙ্গ,
700153

Address:
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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

AVIJIT DAS
SUDHIR DAS

18/12/1977

Permanent Account Number
AGSPD8531F

Avijit Das
Signature



Avijit Das

भारत सरकार

Government of India

Enrolment No.: 1040/96597/03132

To
Avijit Das
S/O: Sudhir Das
26 LAKE GARDEN
Rajpur Sonarpur (M)
Laskarpur
South 24 Parganas West Bengal - 700153
9903660394

Download Date: 17/01/2018

Generation Date: 29/12/2017

Signature valid

Downloaded from
AUTHENTICATED
DATE: 17/01/2018
BY: 11352



आपका क्रमांक / Your No. :

8459 7315 1445

मेरा , मेरी पहचान

भारत सरकार
Government of India

Avijit Das
Date of Birth/DOB: 18/12/1977
Male/ MALE



8459 7315 1445

मेरा , मेरी पहचान



Government of India



- पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा स्थापित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address:
S/O: Sudhir Das, 26 LAKE GARDEN,
Rajpur Sonarpur (M), South 24
Parganas,
West Bengal - 700153

8459 7315 1445

Avijit Das

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SANJAY DAS

MANMATHA DAS

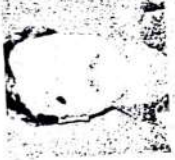
05/05/1975

Permanent Account Number

AUAPD1846P

Sanjay Das

Signature



23012010

Sanjay Das



आधार
भारत सरकार
विशेष पहचान प्राधिकरण
Unique Identification Authority of India
Government of India

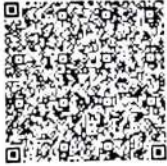
Enrolment No.: 1507/10034/00538

To
Sanjay Das
S/O: Manmatha Das
95 LAKE GARDEN
Rajpur Sonarpur (M)
South 24 Parganas Laskarpur
West Bengal - 700153
9748783438

Download Date: 27/07/2017

Generation Date: 12/07/2017

Signature valid
Date of Birth: 05/05/1975
Gender: M
DOB: 2017-07-12 12:14:18



आपका आधार क्रमांक / Your Aadhaar No. :

5782 6603 2420

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India

Sanjay Das



DOB: 05/05/1975
MALE



5782 6603 2420

मेरा आधार, मेरी पहचान

Sanjay Das



Government of India



- सूचना
- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
 - पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
 - यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

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- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address:

S/O: Manmatha Das, 95 LAKE
GARDEN, Rajpur Sonarpur (M),
South 24 Parganas,
West Bengal - 700153



1947



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5782 6603 2420



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



192022230143680958

GRN Details

GRN: 192022230143680958 Payment Mode: SBI Epay
GRN Date: 18/10/2022 15:04:03 Bank/Gateway: SBlePay Payment Gateway
BRN: 5539333288240 BRN Date: 18/10/2022 15:04:22
Gateway Ref ID: IGAOMRDCB5 Method: State Bank of India NB
GRIPS Payment ID: 181020222014368094 Payment Init. Date: 18/10/2022 15:04:03
Payment Status: Successful Payment Ref. No: 2003033775/2/2022
[Query No./Query Year]

Depositor Details

Depositor's Name: Mr Habibur Rahaman
Address: Alipore Judges Court
Mobile: 9038277786
Period From (dd/mm/yyyy): 18/10/2022
Period To (dd/mm/yyyy): 18/10/2022
Payment Ref ID: 2003033775/2/2022
Dept Ref ID/DRN: 2003033775/2/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003033775/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	6071
2	2003033775/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	3028
Total				9099

IN WORDS: NINE THOUSAND NINETY NINE ONLY.

Major Information of the Deed

I-1623-06281/2022		Date of Registration	21/10/2022
1629-2003033775/2022		Office where deed is registered	
18/10/2022 2:41:39 PM		A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details		Habibur Rahaman Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9038277786, Status : Advocate	
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,00,000/-]	
Set Forth value		Market Value	
		Rs. 52,26,001/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,071/- (Article:48(g))		Rs. 3,028/- (Article:E, E, E, B)	
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: Peyara Bagan Road (Lskarpur), Mouza: Laskarpur, , Ward No: 31, Holding No:29 JI No: 57, Touzi No: 3 5 Pin Code : 700153

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-1250 (RS :-)	LR-228	Bastu	Bastu	4 Katha 1 Chatak 15 Sq Ft		51,45,001/-	Width of Approach Road: 17 Ft.,
Grand Total :					6.7375Dec	0 /-	51,45,001 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	0/-	81,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		300 sq ft	0 /-	81,000 /-	

Lord Details :

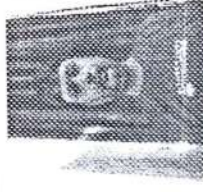
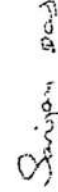
Name,Address,Photo,Finger print and Signature

No	Name	Photo	Finger Print	Signature
1	Shri Himangshu Biswas Son of Late Kartick Biswas Executed by: Self, Date of Execution: 21/10/2022 , Admitted by: Self, Date of Admission: 21/10/2022 ,Place : Office			
		21/10/2022	LTI 21/10/2022	21/10/2022
	19 J.R. Gosh Gardeb Rajpur Sonarpur (M), City:- , P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: BVxxxxx8E, Aadhaar No: 46xxxxxxx2983, Status :Individual, Executed by: Self, Date of Execution: 21/10/2022 , Admitted by: Self, Date of Admission: 21/10/2022 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Das Associate 26 Lake Garden, City:- , P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 , PAN No.: Axxxxxx9E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri Avijit Das (Presentant) Son of Shri Sudhir Kumar Das Date of Execution - 21/10/2022, , Admitted by: Self, Date of Admission: 21/10/2022, Place of Admission of Execution: Office
	 Oct 21 2022 1:21PM  LTI 21/10/2022  21/10/2022
2	Shri Sanjay Das Son of Shri Manmath Das Date of Execution - 21/10/2022, , Admitted by: Self, Date of Admission: 21/10/2022, Place of Admission of Execution: Office
	 Oct 21 2022 1:20PM  LTI 21/10/2022  21/10/2022
	26 Lake Garden, City:- , P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGxxxxx1F, Aadhaar No: 84xxxxxxx1445 Status : Representative, Representative of : Das Associate (as Partner)

Endorsement For Deed Number : I - 162906281 / 2022

10-2022

Statement of Market Value(WB PUVI rules of 2001)

It is certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,028,001/-.



Krishnendu Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

On 21-10-2022

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

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

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

Presented for registration at 12:39 hrs on 21-10-2022, at the Office of the A.D.S.R. GARIA by Shri Avijit Das .

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

Execution is admitted on 21/10/2022 by Shri Himangshu Biswas, Son of Late Kartick Biswas, 19 J.R. Gosh Gardeb Rajpur Sonarpur (M), P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession Others

Indetified by Mrs Pamela Das, , , Wife of Mr S K Rahaman, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 21-10-2022 by Shri Avijit Das, Partner, Das Associate (Partnership Firm), 26 Lake Garden, City:- , P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153

Indetified by Mrs Pamela Das, , , Wife of Mr S K Rahaman, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 21-10-2022 by Shri Sanjay Das, Partner, Das Associate (Partnership Firm), 26 Lake Garden, City:- , P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153

Indetified by Mrs Pamela Das, , , Wife of Mr S K Rahaman, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,028.00/- (B = Rs 3,000.00/- ,E = Rs 28.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 3,028/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/10/2022 3:04PM with Govt. Ref. No: 192022230143680958 on 18-10-2022, Amount Rs: 3,028/-, Bank: SBI EPay (SBlePay), Ref. No. 5539333288240 on 18-10-2022, Head of Account 0030-03-104-001-16

of Stamp Duty

that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 6,071/-, by online = Rs 6,071/-

Description of Stamp

Stamp: Type: Impressed, Serial no 6588, Amount: Rs.1,000.00/-, Date of Purchase: 18/10/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/10/2022 3:04PM with Govt. Ref. No: 192022230143680958 on 18-10-2022, Amount Rs: 6,071/-, Bank: SBI EPay (SBlePay), Ref. No. 5539333288240 on 18-10-2022, Head of Account 0030-02-103-003-02



Krishnendu Talukdar

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. GARIA

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2022, Page from 193199 to 193237
being No 162906281 for the year 2022.



Digitally signed by KRISHNENDU
TALUKDAR

Date: 2022.11.21 16:12:12 +05:30

Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2022/11/21 04:12:12 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. GARIA

West Bengal.

(This document is digitally signed.)