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the endorsement sheets attached with the
document are the part of this document.

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District Sub-Register-III
Alipore, South 24-Parganas

30-04-25

DEVELOPMENT AGREEMENT AND POWER

THIS DEVELOPMENT AGREEMENT is made on the 30th day of April,
Two Thousand Twenty Five (2025) BETWEEN SMT. SHRABANI BAIDYA
(AADHAAR No. 8343 2871 6398, PAN No. FMMPB9540R) w/o Sri Shubnath
Baidya, by Nationality- Indian, by Faith- Hindu, by occupation- House wife,

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Sonali Baidya
Shrabani Baidya, Sonali Baidya

residing at 7, Garfa Baidya Para, P.O. Haltu, P.S. – Garfa, Kolkata – 700078, in the District of South 24 – Parganas AND SMT. SONALI BAIDYA (AADHAAR No. 7544 1666 3090, PAN No. BINPB9715K) w/o Sri Chandan Baidya, by Nationality – Indian, by Faith – Hindu, by occupation – House wife, residing at 7, Garfa Baidya Para, P.O. Haltu, P.S. – Garfa, Kolkata – 700078, in the District of South 24-Parganas hereinafter referred to as the “OWNERS” (Which term and expression shall unless exclude by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE-PART.

AND

“SASWATA ENTERPRISE” a proprietorship company, its registered office at 43 Kayastha Para Sarat Park, Kolkata -700078, P.S. - Garfa, P.O. Haltu, represented by its proprietor SRI UDAY SANKAR GHOSH (AADHAAR No. 7940 7342 5751, PAN No. - AGIPG9934F) s/o Late Santimoy Ghosh, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 47A, Sarat Park, Kolkata -700 078, P.S. - Garfa, P.O. - Haltu, in the District of South 24-Parganas, herein after referred to as the “DEVELOPER” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, in office and assigns) of the OTHER PART.

AND WHEREAS by way of a deed of conveyance dated 21.03.1950 by and between Ajit Kumar Pramanik vendor therein and Harendra Nath Baidya

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Shrabani Baidya, Sonali Baidya

SASWATA ENTERPRISE
Uday Sankar Ghosh
Proprietor

Vendee therein purchased a piece of Bastu land admeasuring 38 Decimal land lying and situated at Khatian 892, under Khatian No. 891, Dag No. 116 for a valuable consideration mentioned their and the said registered deed of conveyance and registered before the S.R. Alipore and recorded in Book No. I Volume No. 26 pages 208 to 212 being no. 1156 in the year 1950.

AND WHEREAS in view of the aforesaid deed as mentioned above Harendra Nath Baidya became the absolute owner of the scheduled property as mentioned in the deeds and he recorded his name in R.S. Dag No. 160 area 11 Satok, in R.S. Dag No. 161 area 04 Satok, in R.S. Dag No. 162 area 04 Satok and in R.S. Dag No. 164 area 13 Satok in under Mouza Garfa and the rest of the land use for development of road.

AND WHEREAS while Harendra Nath Baidya while seized, possessed and enjoying the aforesaid property without any interruption the said Harendra Nath Baidya recorded his name Assessment Record of the then Calcutta Municipal Corporation now Kolkata Corporation and numbered as the Premises No. 7, SAFUI PARA – BAIDYA PARA, Kolkata – 700078 under Ward No. 105, and paying taxes regularly to the competent authority.

AND WHEREAS during the life time of Harendra Nath Baidya, since deceased, executed four deed of gifts in favour of his four sons namely Sri Indra Nath Baidya, Sri Chandan Baidya, Sri Sankha Nath Baidya and Sri Shibnath Baidya which were registered before the Sub Registry Office at Alipore in different

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Shambani Baidya. Sonali Baidya.

SASWATA ENTERPRISE
Leedy Sankar Ghosh
Proprietor

dates in respect of his property which was part Municipal Premises No. 7, SAFUI PARA – BAIDYA PARA.

AND WHEREAS Harendra Nath Baidya, executed four deed of gifts in favour of his eldest son Sri Sankha Nath Baidya by a gift deed registered in D.S.R III Alipore South 24-Parganas, recorded in Book No. I, Volume No. – 10, Pages – 481 to 494, Being No. 02402 year 2003 area of land 02 Cottahs 05 Chittacks 37 Sq.ft. and his second son Sri Indra Nath Baidya gifted by gift deed recorded in Book No. I, Volume No. 8, Pages – 120 to 139, Being No. – 01487 year 2003 at D.S.R. III Alipore, South 24 Prg. area of land 02 Cottahs 06 Chittacks 06 Sq.ft. And his third son Sri Shubh Nath Baidya by a gift deed registered in D.S.R III Alipore, South 24-Prg recorded in Book No. I, Volume No. 19, Pages – 2623 to 2636, Being No. – 06119 year 2003 area of land 03 Cottahs and gifted to his youngest son Sri Chandan Baidya by a gift deed registered in D.S.R III Alipore, South 24-Prg. recorded in Book No. I, Volume No. 10, Pages – 495 to 514, Being No. – 02403 year 2003 area of land 01 Cottahs 11 Chittacks 24 Sq.ft. in respect of his property part of K.M.C Premises No. 7 No. SAFUI PARA – BAIDYA PARA.

AND WHEREAS as after the death of Harendra Nath Baidya his four sons' enjoyed their separate land acquired from their father and four sons recorded their name in B.L. & L.R.O. & K.M.C.

AND WHEREAS there after the said Sri Shubh Nath Baidya according to his above mentioned gift deed he enjoyed and exclusive possession of the said property

Shubh Nath Baidya

Cont...p/5
Sonali Baidya

SASWATA ENTERPRISE
Sankha Baidya

and recorded under Kolkata Municipal Corporation in his name as Premises No. 7/4 SAFUI PARA – BAIDYA PARA, Ward No. - 105, Kolkata – 700078 AND as same Sri Chandan Baidya recorded his name in Kolkata Municipal Corporation as Premises No. 7/2, SAFUI PARA – BAIDYA PARA, Ward No. 105, Kolkata - 700078. AND both Sri Shubnath Baidya and Sri Chandan Baidya decided to gift their own land with structure individually to their wife.

AND WHEREAS Sri Shubnath Baidya by a registered deed of gift dated 16.12.2022 gift away his Bastu land 03 Cottahs together with Structure to his wife Smt. Shrabani Baidya which was registered in D.S.R. - V, Alipore South 24 Parganas in Book No. 1, Volume No. 1630-2022, Pages – 195992 -196014, Being No. 163005574 dated 16.12.2022.

AND WHEREAS Sri Chandan Baidya by a registered deed of gift dated 16.12.2022 gifted away his land 01 Cottah 11 Chittacks 24 Sq.ft. Bastu land together with structure to his wife Smt. Sonali Baidya which was registered in D.S.R. V, Alipore, 24-Pargana (S) in Book No. - 1, Volume 1630 – 2022, page 196064 to 196087, Being No. 163005572 dated 16.12.2022.

AND WHEREAS as per gift deed Smt. Shrabani Baidya is the absolute owner of Bastu land measuring 03 Cottahs together with 400 Sq.ft. A.S.B structure and Smt. Sonali Baidya is the absolute owner of Bastu land measuring 01 Cottah 11 Chittacks 24 Sq.ft. together with 300 Sq.ft. A.S.B. Structure and they are both mutated their name in K.M.C. and B.L.R.O.

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Shrabani Baidya *Sonali Baidya*

SASWATA ENTERPRISE
Sonali Baidya

AND WHEREAS Smt. Shrabani Baidya and Smt. Sonali Baidya amalgamated their land on dated ~~20.04.2025~~ by an amalgamation deed which was registered in D.S.R. ~~Alipore~~ Alipore, South 24 Parganas and recorded in Book No. ~~1~~, Volume No. ~~.....~~, Being No. ~~160307897~~ for the year 2025.

Smt. Shrabani Baidya

AND WHEREAS as per amalgamated deed Smt. Shrabani Baidya and Smt. Sonali Baidya are the joint owners of total Bastu land measuring 04 Cottahs 11 Chittacks 24 Sq.ft. together with 700 Sq.ft. structure and as per amalgamated deed Kolkata Municipal Corporation Premises No. 7/2 SAFUI PARA – BAIDYA PARA, Ward No. 105, Kolkata – 700078, P.S. Garfa which is more fully and particularly mentioned and described in the first schedule hereunder written and hereinafter referred to as the said property /Premises.

AND WHEREAS the Owners have specifically represented to the DEVELOPER that they are the sole and absolute OWNERS of the property more fully and particularly mentioned and described in the First Schedule hereunder written which representation the DEVELOPER has bonafide belief that the OWNERS are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises in its entirety as the OWNERS thereof and that they have full right and absolute authority of alienation or transfer of the same or any portion thereof without let, hindrance, claim, question or demand being raised by anybody in this behalf and has also declare and confirm that they are not yet executed any sort of instrument like sale, lease, gift, mortgage, charge or agreement for Sale, tenancy and development agreement in respect of the said

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Shrabani Baidya Sonali Baidya

SASWATA ENTERPRISE
Sanjoy Sanjana Gosh
Proprietor

property with anybody/ bodies, person/ persons, concern/ concerns, company/ companies and authority/authorities.

AND WHEREAS it has been agreed by and between the parties hereto that the DEVELOPER shall develop and or cause to be developed the said premises in the manner as has been agreed upon by and between the parties hereto and as hereinafter provided.

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

ARTICLE; I: DEFINITIONS

1. OWNERS shall mean SMT. SHRABANI BAIDYA w/o Sri Shibnath Baidya, by Nationality – Indian, by Faith – Hindu, by occupation – House wife, residing at 7, Garfa Baidya Para, P.O. Haltu, P.S. – Garfa, Kolkata – 700078, in the District of South 24 – Parganas AND SMT. SONALI BAIDYA w/o Sri Chandan Baidya, by Nationality – Indian, by Faith – Hindu, by occupation – House wife, residing at 7, Garfa Baidya Para, P.O. Haltu, P.S. – Garfa, Kolkata – 700078, in the District of South 24-Parganas in town Kolkata.
2. DEVELOPER shall mean “SASWATA ENTERPRISE” a proprietorship company, its registered office at 43 Kayastha Para, Sarat Park, Kolkata - 700078, P.S. - Garfa, P.O. - Haltu, corresponding office at 208/8, R. B. Avenue Kolkata- 700078 represented by its proprietor SRI UDAY SANKAR GHOSH s/o Late Santimoy Ghosh, by Nationality - Indian, by faith Hindu, by occupation - Business, residing

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Shrabani Baidya. Sonali Baidya

SASWATA ENTERPRISE
Uday Sankar Ghosh
Proprietor

at 47A, Sarat Park, Kolkata -700 078, P.S - Garfa, P.O. - Haltu, in the District of South 24-Parganas.

3. TITLE DEED shall mean all deeds, documents, papers and writings regarding title of the said property.

4. PROPERTY (PREMISES) shall mean the piece and parcel of homestead/Bastu land measuring 04 Cottahs 11 Chittacks 24 Sq.ft. together with 700 Sq.ft. A.S.B Structure be the same a little more or less lying situate at and being known as K.M.C Premises No. 7/2 SAFUI PARA – BAIDYA PARA, Kolkata- 700078, P.S.

Garfa, now within the local limits of The Kolkata Municipal Corporation under Ward No. 105, in the District of South 24-Parganas which is more fully and particularly mentioned and described in the First Schedule hereunder written.

5. BUILDING shall mean the ground plus three storied building or building to be constructed on the said piece and parcel of homestead land mentioned above more fully described in the First Schedule in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation or addition or revised thereof as per K.M.C Sanction plan.

6. COMMON FACILITIES AND AMENITIES shall mean and include corridors, stair ways, passage ways, shafts, drains, septic tank, overhead water tank and semi-underground water reservoir, Pump and motor, electric meter board, lift, lift machine room and other space or spaces and facilities along with the easements attached thereto or which may be mutually agreed upon between the parties or whatsoever required for the establishment, location, enjoyment, provisions,

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Shreboni Baidya Sonali Baidya

SASWATA ENTERPRISE
Santosh Kumar Ghosh
D. 10/10/2010

maintenance and or management of the building and or common facilities or any of them thereon as the case may be.

7. SALEABLE SPACE shall mean flat or flats, apartment or apartments, car parking space or any other space or spaces or portion thereof for exclusive allocation of the OWNERS in the building available for independent use and occupation excepting what is due to the OWNERS and after making due provisions for common facilities and the space required there for.

8. OWNERS ALLOCATION shall mean entire First floor m/l 1800 Sq.ft. built up area (including C.B. area) and on 2nd floor one flat front portion 750 Sq.ft. built up area (including C.B. area) and 3 No's Parking Space each 120 Sq.ft. and one Office Space at Ground floor of the proposed ground plus three storied building or more to be constructed and/or erected on the aforesaid land of the said premises in accordance with the building plan to be sanctioned by The K.M.C including proportionate share in the common facilities, utilities and amenities inclusive of roof of the building on pro-rata basis herewith more particularly set out in the Fifth Schedule hereunder written together with non-refundable 15 lakh rupees as a full & final consideration. And from this total owners allocation Smt. Shrabani Baidya will get entire first floor area m/l 1800 Sq.ft. built up as per sanction plan including C.B. area together with 10,00,000/- (Ten Lakh) only non-refundable money and 120 Sq.ft. area 2 No's Parking Space one front portion (north-west) and one back portion (east). And Smt. Sonali Baidya will get 750 Sq.ft. built up area (including C.B.) on the 2nd floor front portion and 120 Sq.ft. Parking Space back portion (north) and one office space together with Rs.

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Shrabani Baidya, Sonali Baidya

SASWATA ENTERPRISE
Ranay Sonali Ghosh

5 lakh only non-refundable money as full and final consideration.

9. DEVELOPER ALLOCATION shall mean entire 3rd Floor and 2nd Floor back Portion and rest parking area of the proposed ground plus three storied building to be erected and/or constructed at the said premises after allocation to the OWNERS including proportionate share in the common facilities, utilities and amenities inclusive of roof of the building on pro-rata basis more particularly set out in the Fifth Schedule hereunder written. AND it is also mentioned that if infuture any flat area gets developed on the 3rd floor of roof by Kolkata Municipal Corporation that flat area shall be enjoyed by the developer and that flat area shall also be treated as DEVELOPER'S allocation.

10. ARCHITECT/L.B.S shall mean the qualified person or persons as may be appointed by the DEVELOPER for designing and planning of the building to be constructed on the said land.

11. BUILDING PLAN shall mean plan or plans or revise or addition thereof to be prepared by the L.B.S/Architect for construction of the proposed ground plus three storied building or more to be sanctioned by The Kolkata Municipal Corporation and or any other competent authority or authorities.

12. TRANSFER shall mean with its grammatical variations and shall include Transfer of possession and Transfer of title or by any other means adopted for effecting what is understood as Transfer of space to the transferees thereof.

13. TRANSFEREE shall mean a person or persons, firm, Limited Company, Association of persons to whom any saleable space in the building has been transferred under law for residential purpose.

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Shrabani Bairagi Sonali Bairagi

ENTERPRISE
Sankar Guha

14. FORCE MAJUERE shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock-out and or any other acts or commission beyond the control of parties hereto affected thereby and also non-availability of essential materials like cement, steel, etc.
15. Words importing singular shall include plural and vice-versa.

ARTICLE – II: TITLE AND INDEMNITY

1. The OWNERS hereby declare that they are good and absolute right, title, interest and possession of the said premises to enter into this agreement with the DEVELOPER.
2. The OWNERS hereby declare that the premises is free from all encumbrances area from and any manner of lispendens, charges, liens, claims, encumbrances, attachments, trusts, acquisition, requisition or mortgage whatsoever and the OWNERS hereby agreed to indemnify and keep the DEVELOPER indemnified from and against any and all actions, charges, liens, claims, encumbrances and mortgages.
3. The OWNERS hereby also undertake that the DEVELOPER shall be entitled to construct the building on the said land as agreed by and between the parties hereto in accordance with the sanctioned building plans or revised or addition plan if any.

ARTICLE-III: DEVELOPER'S RIGHTS

1. The OWNERS grant exclusive right to the DEVELOPER to develop the said land in such manner as the DEVELOPER deems fit and proper in accordance

Shrabani Bandyopadhyay

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Samali Bandyopadhyay

in all ENTERPRISE
Debajyoti Sankar Guha

with the provision herein contained.

2. The OWNERS and DEVELOPER shall take all such permission, sanction and approval in compliance with the prevailing laws as are legally required for the purpose of developing the said land.

3. The DEVELOPER shall render the OWNERS all reasonable assistance necessary to apply for and/or to obtain all permissions, clearances and approvals in terms thereof and shall have the discretion to submit the applications, plans and other papers and documents and/or to do any other act deeds matters and things envisaged herein as Agent for and/or on behalf of or in the name and with the consent of the OWNERS and to directly collect and receive the same from the concerned authorities or bodies any refunds or other payments or deposits made by the DEVELOPER for which purpose the OWNERS shall grant the DEVELOPER and his nominees or successors, the necessary power and authorities to sign make file amend withdraw and/or to follow up the same and/or to do all other acts, deeds, matters and things necessary to obtain requisite sanctions permissions, clearances and approvals as aforesaid.

4. The DEVELOPER shall exclusively be entitled to receive, realize and appropriate the sale proceeds and/or the construction cost with regard to the DEVELOPER'S allocation of the proposed building which the DEVELOPER become entitled to receive from the intending Purchaser or Purchasers of flats, car parking spaces and other saleable space or spaces in the said

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Shrabani Baidya.

Sonali Baidya

SASWATA ENTERPRISE
Sonali Baidya

proposed building.

5. The DEVELOPER can construct above G+III Storied building infuture if K.M.C. shall allow for any extra area Sanction. And DEVELOPER will sell that area to his allotted purchaser as his own allocation.

ARTICLE - IV: CONSIDERATION

In consideration of the OWNERS having agreed to grant to the DEVELOPER the exclusive right to develop and/or construction of the said building in the manner hereinbefore mentioned and the DEVELOPER has agreed to give as OWNERS allocation that is entire first floor m/l 1800 Sq.ft. built up area (including C.B. area) and one flat front portion on 2nd floor 750 Sq.ft. built up area (including C.B. area) and 3 No's Parking Space each 120 Sq.ft. and one Office Space at Ground floor of the proposed ground plus three storied building or more to be constructed and/or erected on the aforesaid land of the said premises in accordance with the building plan to be sanctioned by The K.M.C including proportionate share in the common facilities, utilities and amenities inclusive of roof of the building on pro-rata basis together with Rs. 15,00,000/- (Fifteen lakh) only monetary as full and final Consideration.

ARTICLE - V: BUILDING

1. The DEVELOPER shall at his own costs or by raising funds from the prospective buyers out of DEVELOPER'S allocation or in the manner it considers necessary

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Shrabani Baidya Sonali Baidya

SHOBHATA ENTERPRISE
Sarita Sonali Ghosh
Proprietor

for which it is hereby agreed between the parties hereto that the DEVELOPER shall be at liberty to invite applications from the prospective buyers for transfer out of the total built up area of the DEVELOPER'S allocations excepting the OWNERS portion in the building to be constructed on the land comprised in the said premises in accordance with the building plan approved by the Architect/ L.B.S and duly sanctioned by The Kolkata Municipal Corporation or revised or addition thereof with good materials as are necessary for such construction and specifications must not be below as mentioned in the Fifth Schedule hereunder written and also in good workmen like manner within a period of 24 (twenty four) months from the date of obtaining sanction plan and REAR Permission and such period may be extended mutually only in the exceptional circumstances.

2. The DEVELOPER shall also install and provide in the said building at his own costs the pumps, overhead reservoirs, semi-under-ground reservoirs, septic tanks, inside electrifications, lift, lift machine room and/or other facilities required to be provided in the building in terms of the sanctioned plan or under any applicable statutory by-laws or regulations/addition relating to the construction of the building on the said land and specifications as mentioned in the Fifth Schedule hereunder written.

3. The OWNERS shall be entitled to transfer or otherwise deal with only the OWNERS allocation in the building after handover the OWNERS' allocation by the DEVELOPER.

4. The DEVELOPER shall be exclusively entitled to the DEVELOPER'S allocation in

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Shrabani Baidya

Sonali Baidya

SASWATA ENTERPRISE

rever Sanjana Ghosh

the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the OWNERS and the OWNERS shall not in any way interfere with or disturb the quiet and peaceful possession of the DEVELOPER'S allocation.

5. In so far as all necessary dealings by the DEVELOPER in respect of the building shall be in the name of the OWNERS for which purpose the OWNERS undertake to give the DEVELOPER Power of Attorney in a form and manner reasonably required by the DEVELOPER. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the OWNERS.

6. The DEVELOPER shall be authorized in the name of the OWNERS in so far as it is necessary to apply and obtain quotas, entitlements and other allocations or for cement, steel, bricks and other building materials allocable to the OWNERS for the construction of the building and to similarly apply for and obtain temporary connections of water, electricity, power and permanent drainage and sewerage connection to the newly built up building for which purpose the OWNERS shall execute in favour of the DEVELOPER Power of Attorney and other authority as shall be required by the DEVELOPER, for which the OWNERS shall not be liable in any manner whatsoever.

7. The DEVELOPER shall at his own costs and expenses construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned building plan or addition area Plan and any amendment thereto or modification thereof made or cause to be made by the DEVELOPER.

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Shrabani Baidya.

Smali Baidya.

SASWATA ENTERPRISE,
under Sanan Gosh

9. All costs, charges and expenses including Architects Fees shall be discharged and paid by the DEVELOPER.

ARTICLE - VI: AUTHORITY

1. The DEVELOPER shall be entitled to transfer or otherwise deal with the flat/flats and or apartments and/or any other saleable space or spaces and car parking spaces or any other Space of the building of the DEVELOPER'S allocation including proportionate right to use the common areas and facilities to be transferred to the prospective transferees.

2. In so far as necessary all dealings by the DEVELOPER in respect of the said building in relation to these presents shall be in the name of the OWNERS for which the OWNERS hereby nominate, constitute and appoint the DEVELOPER to do, execute, perform and exercise all acts and things necessary for the implementation of this Agreement including the authorities to cause to be prepared to sign letters, correspondence and to apply to the authorities, to sign and execute all applications to the Government Department and/or authority to appoint Architects, Engineers and other persons to construct the building as per sanction of the authority to enter into and sign agreement for sale and to sign sale deeds, conveyance in favour of the prospective transferees to make affidavits and declaration to apply for allotment of Cement, Iron and Steel and other materials, to apply for electric connection, sewerage drainage to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises, to make payment of all taxes, rates,

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Shrabani Baidya.

Sonali Baidya.

SASWATA ENTERPRISE
Under Sanction Given

impositions in respect of the said premises, to commence proceedings, to settle any suit or proceedings, to sign plaints, verification, written statements, petition to sworn affidavit to appear in any Court of Law, to give evidence and to arrange or substitute with all or any of the powers.

ARTICLE - VII: COMMON FACILITIES

1. The DEVELOPER shall pay and bear all ground rent, Municipal Taxes, other dues and outgoings in respect of the said premises accruing due as and from the date on which the DEVELOPER will get the vacant possession thereof for undertaking the construction works.
2. After completion of the OWNERS' allocation portion of the said building completed in all respects and with all amenities whatsoever the DEVELOPER shall give notice in writing to the OWNERS requiring the to take possession of the OWNERS allocation in the said building agreed to be provided as consideration as per terms of this Agreement and the date of service of such notice and at all times thereafter the OWNERS shall be exclusively responsible for payment of all Municipal and Property taxes, rates, duties, maintenance charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") payable in respect of the OWNERS' allocation and the said rates are to be proportionate pro-rata with reference to the saleable space in the building.

Shashank Bandyopadhyay -

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Sonali Bandyopadhyay -

SASWATA ENTERPRISE
near Sancor Ghat

Proprietor

3. The OWNERS and the DEVELOPER shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned Authorities or to the other authorities or to the DEVELOPER or otherwise as specified by the DEVELOPER and shall keep the DEVELOPER or other authorities in this regard indemnified against all claims, actions, demands and costs, charges, expenses and proceedings whatsoever directly or indirectly, instituted against or suffered or incurred by the DEVELOPER or such authorities or paid by either of them to it as the case may be consequent upon default by the OWNERS and the DEVELOPER in this behalf.

ARTICLE-VIII: OWNERS OBLIGATIONS

1. That all the original documents such as all Previous Deed, Deed, Mutation Certificate, B.L & L.R.O mutation, conversion certificate will be handed over today to the DEVELOPER by the OWNERS for successful completion of the project.
2. The OWNERS doth hereby agree and covenant with the DEVELOPER not to do any act, deed or things whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of the flat/flats or apartment and/or any other saleable space or spaces of the DEVELOPER'S allocation or any portion thereof in the said building of the said premises.

Shreabani Baidya

Senali Baidya Cont....p/19

SASWATA ENTERPRISE,
Sector Sanchar Ghat

Manager

3. The OWNERS or her any nominees or her any person or persons claiming through hers shall not in any way cause any interference or obstruction whereby the DEVELOPER or any person or persons claiming through him shall in any manner be prevented obstructed from constructing and erecting the said building on the said land in the said premises.

4. The OWNERS doth hereby agree and covenant with the DEVELOPER not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof without the previous consent in writing of the DEVELOPER.

5. That the OWNERS shall pay all the arrear Municipal Taxes, rents and other outgoings in respect of the said property upto the date of agreement and after getting possession of the OWNERS' allocation of the proposed building shall regularly pay Municipal Taxes in respect of their allocation and shall also pay the maintenance charges proportionately in respect of the said flat.

6. OWNERS is granting to the DEVELOPER registered development Power of Attorney for sell of DEVELOPER'S allocation, for receiving earnest money, consideration amount from the intending purchaser/purchasers of the DEVELOPER'S allocation to construct the building and to perform other act/acts to be stated and for obtaining all necessary permission and sanction from different authorities in connection with the proposed constructions of the

Shrabani Baridya

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Sonali Baridya.

SASWATA ENTERPRISE

Lester Sarker Ghosh

building and also for pursuing and following up the matter with the Kolkata Municipal Corporation, C.E.S.C. Ltd. and such other authorities as the case may be and to transfer/ sell the flats/ space in respect of DEVELOPER'S Allocation.

7. After the agreement within 30 day's OWNERS will be handover the peaceful vacant possession of the entire area of land and with existing structure for proposed construction of the new building

8. If the OWNERS committing breach of any of the terms and conditions herein contained or delayed in delivery of possession of the said premises as herein before stated, the DEVELOPER shall be entitled to and the OWNERS will be liable to pay such losses and damages as be settled between the parties.

ARTICLE- IX: DEVELOPER'S OBLIGATION

1. That the DEVELOPER or his nominee or legal heirs of DEVELOPER shall be entitled to hold and remain in possession of the premises and it shall always be deemed that the DEVELOPER is in possession of the entirety of the premises in part performance of this agreement, during the subsistence of this agreement.

2. The DEVELOPER hereby agrees and covenant with the OWNERS to complete the construction of the said building in terms of this agreement under the supervision of the DEVELOPER represent and in accordance with sanction plan to be sanctioned by The Kolkata Municipal Corporation or revised thereof or

Shrabani Baidya

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SASWATA ENTERPRISE
Sector Seven Garia

Sonali Baidya

addition thereof and shall deliver the possession of the OWNERS' allocation to the OWNERS within 24 (Twenty Four) months from the date of obtaining Sanction Building Plan& RERA permission unless prevented by any circumstances beyond the control or by force majeure. The DEVELOPER will be at liberty to revise the plan excepting the OWNERS' allocation.

3. The DEVELOPER hereby agrees and covenants with the OWNERS not to violate, contravene any of the provisions or rules applicable for construction of the said building.
4. The DEVELOPER hereby, agrees and covenants with the OWNERS not to do any act, deed or thing whereby the OWNERS are prevented from enjoying, selling, assigning and /or disposing of the OWNERS allocation or any portion thereof of the said building in the said premises.
5. If the construction and completion of the building is delayed from any act on the part of the DEVELOPER then and in that event the DEVELOPER shall be to pay such loss or damages to the Owners at the rate of Rs. 2,000/- (Rupees Two Thousand) only per month after expiry of the stipulated period of 24 (Twenty Four) months till delivery of possession of the OWNERS' allocation in the newly built up building.

ARTICLE- X: MISCELLANEOUS

1. It is understood that from time to time to facilitate the construction of the building by the DEVELOPER various acts, deeds, matters and things not specified

Shreabari Baidya

SASWATA ENTERPRISE
Sreeram Sankar Guha

Sonali Baidya

Cont.....p/22

herein may be required. The authority of the OWNERS and various applications and other documents may be required to be signed or made by the OWNERS relating to which specific provisions may not have been mentioned herein. The OWNERS hereby undertake to do all such acts, deeds, matters and things and the OWNERS shall give any such additional Power of Attorney and/or authorization as may be required by the DEVELOPER for the purpose subject to approval by OWNERS' Advocate and the OWNERS is also undertaking to sign and execute all such additional applications and other documents as the case may be provided that as such acts, deeds, matters and things do not in any way infringe the rights of the OWNERS and/or go against the spirit of these presents.

2. Any notice required to be given by the DEVELOPER shall without prejudice to any other mode of service be deemed to have been served on the OWNERS or if delivered by hand (acknowledgement is required) or sent by prepaid registered Post with A.D to the OWNERS and shall likewise be deemed to have served on the developer if delivered by hand or sent by prepaid Registered Post with A.D to the Registered Office of the DEVELOPER.

3. The DEVELOPER and the OWNERS shall mutually frame Scheme for the management and administration of the said building or buildings and/or common parts thereof. The OWNERS hereby agree to abide by all the regulations to be framed by flat OWNERS association who will be in charge of such management of the affairs of the building or buildings and/or common thereof and the parties hereto hereby give consent to abide by such rules and

Shrabani Baidya

Cont....p/23

Sonali Baidya

SASWATA ENTERPRISE

Sanica Ghosh

regulations.

4. If OWNERS will be decided to sale his allocation area during construction time then they can recruit only the DEVELOPER to sale their under construction area and receive the consideration money through the DEVELOPER.
5. That from the date of getting possession of the OWNERS allocation of the building the OWNERS shall be liable to pay maintenance charges proportionately as per floor area to be occupied by the respective OWNERS of the building.
6. That in future if the parties herein mutually agreed to change their respective allocation or alter any terms and conditions hereinbefore contained the same will be done by executing a supplementary agreement between themselves.
7. The OWNERS after handover of the vacant Possession of the Premises to the DEVELOPER, DEVELOPER will be paying Rs. 14,000/- (Fourteen Thousand) only per month for Shifting Cost to Smt. Shrabani Baidya and Rs. 10,000/- (Ten Thousand) only per month for Shifting Cost to Smt. Sonali Baidya till complete the building as per Specification.
8. Here it is Specifically mentioned that Smt. Shrabani Baidya will gate entire first floor 1800 Sq.ft. Built-up area as per Sanction Plan including C.B. area and one no. 120 Sq.ft. parking space at front (north west) and one no. 120 Sq.ft. parking space at back (east) together with Rs. 10,00,000/- (Ten Lakh) only non-refundable monetary consideration, in-between Rs. 2,60,000/- (Two Lakh

Shrabani Baidya.

Cont....p/24

Sonali Baidya

ASWATA ENTERPRISE

Master Sanica Gopal

Sixty Thousand) only has already been paid in the name of Ajoy Mitra Proprietor of A.R. Construction And in the name of Sri Shibley Baidya And the rest amount Rs. 7,40,000/- (Seven Lakh Forty Thousand) only will be paid by the DEVELOPER including dues amount of Ajoy Mitra Proprietor of A.R Construction And the DEVELOPER to give to Smt. Sonali Baidya one flat 750 Sq.ft. Built-up area at 2nd floor front portion as per Sanction Plan including C.B. area with one parking space 120 Sq.ft. at Back Portion (north) & one office space as per K.M.C. Sanction plan together with non-refundable monetary Consideration Rs. 5,00,000/- (Five Lakh) only, in-between Rs. 2,59,000/- (Two Lakh Fifty Nine Thousand) only has already been received in the name of Sri Chandan Baidya and in the name of Ajoy Mitra Proprietor of A.R. Construction AND Rs. 2,41,000/- (Two Lakh Forty One Thousand) only the balance amount will be paid by part payment.

9. That on demolition of existing Structure standing there on the DEVELOPER will be liberty to sell the said old building materials and the sale proceeds thereon will be exclusively retained by the DEVELOPER and neither the OWNERS nor their any legal heirs & successors shall claim the said sale proceeds against the DEVELOPER in future.

10. It is mentioned here that Sri Ajoy Mitra Proprietor of A.R Construction expended for K.M.C Tax etc. on behalf of the OWNERS in the past for that the DEVELOPER is returning the amount on behalf of OWNERS from OWNERS monetary Consideration And the DEVELOPER had also expended for K.M.C Tax, Mutation, B.L.R.O Mutation and other needful expenses for this Premises using

Suresh Baidya

SASWATA ENTERPRISE

Sanjana Gopal

Sonali Baidya

Cont....p/25

his own funds.

11. It is mutually agreed by the both parties that if the area decreases than that mentioned in OWNERS allocation that area price will be provided by the DEVELOPER as per market rate.

ARTICLE - XI: JURISDICTION

The Learned Court/Courts having territorial jurisdiction over the said property shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties here.

ARTICLE XII

POWER OF ATTORNEY

We SMT. SHRABANI BAIDYA, w/o Sri Shubnath Baidya and SMT. SONALI BAIDYA, w/o Sri Chandan Baidya, both are by Nationality – Indian, by Faith – Hindu, by occupation – House wife, residing at 7, Garfa Baidya Para, P.O. Haltu, P.S. Garfa, Kolkata – 700078, in the District of South 24 - Pargana, in the Town of Kolkata. Being the principals DO HEREBY AND HEREUNDER NOMINATE, APPOINT AND CONSTITUTE TO “SASWATA ENTERPRISE” a Proprietorship company its registered office at 43 Kayastha Para Sarat Park, Kolkata – 700078, P.S. – Garfa, P.O. - Haltu represent by its proprietor “SRI UDAY SANKAR GHOSH”, s/o Late Santimoy Ghosh, residing at 47A Sarat Park, P.O. Haltu, Kolkata – 700078, P.S. - Garfa to be our true and lawful ATTORNEY and on our behalf and in our names to do and execute all or any of the following acts, deeds, things

Shrabani Baidya

Cont....p/26

Sonal Baidya

SASWATA ENTERPRISE
Sri Uday Sankar Ghosh

Proprietor

and matter, to represent the Principals, to do, exercise, execute and perform individually every acts, deeds, matters and things as mentioned hereunder for the purpose of joint venture project and building plan sanction and to construct the proposed building as per the Schedule as mentioned hereinafter in terms of the registered "Development Agreement" that is to say:-

1. To apply and sign the document for and to obtain temporary and/or permanent connections of filtered and unfiltered water, electricity, sewerage, drainage, lift application and/or other inputs and facilities required from the appropriate bodies and/or authorities.
2. To supervise, manage, maintain and superintend the affairs in relation to the said property or ancillary thereto.
3. To appear and represent our for all concern and to produce, give inspection and file and to sign and submit any documents and deeds before all Courts of Law, Tribunal, Revenue Offices including B.L. & L.R.O. & D.L.R.O. Income Tax, Sale Tax, Wealth Tax, Service Tax, The Kolkata Municipal Corporation, K.I.T, K.M.D.A., Survey Department Fire Bridge, C.E.S.C. Ltd., Police Department, Land Acquisition Department or any other appropriate authority or authorities.
4. To institute, commence and file all suits and other actions and legal proceedings in any Court in Civil, Criminal, Revenue of the High Court under Article 226 / 227 of the Constitution of India or before any Tribunal or Appropriate Authority or Authorities, to execute Warrant of Attorney okalatnama and other authorities, to act and plead, to sign and verify all plaints, written statements, verifications, petitions, objections and other pleadings and

Shesabani Baideya

GASWATA ENTERPRISE
Lalbagh Sonarpur

Proprietor

Sonali Baideya

Cont...p/27

also to present any Memorandum of Appeal and affirm all affidavits and other documents or prosecute, enforce or resist, defend, answer and oppose all suites, actions and proceedings to enforce judgments to lodge execution proceedings arising out of the decree and orders, to refer to arbitration all disputes and differences, to compromise settle cases, to withdraw the same or to be non-suited and to deposit and receive delivery of documents or payments of any money or money any Court, Office or Opposite Party either in execution of decree or order or otherwise our said Attorneys shall think fit and proper and to do all acts, deeds and things that may be necessary or requisite in connection therewith.

5. To appoint, engage on our behalf Advocates, Solicitors or Counsel whenever our said Attorney shall think fit and proper to do so and to discharge and/or terminate his or their appointment.

6. To ask for demand, recover, receive and collect any money or debit arising out of or in connection with the affairs of the said property from any person or persons, company or association, authority or authorities, firm, government or semi government concern or concerns including any statutory, local or public body for the purpose thereof.

7. To sign, execute and submit building plans, or addition Plan or revised Plan, documents, statements, papers undertakings, Affidavit and declarations as may be required for having the plans sanctioned and/or the sanctioned plans modified and/or altered and/or additional area Sanction by The Kolkata Municipal Corporation and to apply for on our behalf and to represent our

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Shreboni Bardya

Sonali Bardya

SASWATA ENTERPRISE
Sarita Sanjana Ghosh

Proprietor

before The Kolkata Municipal Corporation for obtaining completion certificate, house drainage connection, water connection, from "C" clearance for fixing of lift, for main electric service and meter from C.E.S.C., House drainage, water connection and all other allied works to be executed and signed by the said Attorney in any manner concerning the aforesaid purpose and to appear and represent us before any Notary Public, Registrar of Assurances, District Sub-Registrar, Additional District Sub-Registrar, Metropolitan Magistrate, Executive Magistrate, Judicial Magistrate and other officer or officers or authority or authorities having jurisdiction and perfected all boundary declarations, splayed concern, road width, common passage declaration, deed of gift for widening road, instruments and writings, executed and signed by the said Attorney in any manner concerning building plan in respect of the said premises and so appoint and arrange from time to time architects, engineers, contractor's, Survivors and/or other person or persons on such terms as our said Attorney shall deem fit and proper to do so and to discharge and/or terminate his or their appointments.

8. To enter into Agreement for sale in respect of the DEVELOPER'S allocation of the said premises or any part or portion or addition area thereof with any intending Purchaser or Purchasers on such terms as our said Attorney in his absolute discretion shall deem fit and proper and/or to modify and /or repudiate the same.

9. To receive from the intending Purchaser or Purchasers any money for DEVELOPER'S allocation of the building that would be paid to our said Attorney

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Sheebani Baidya

MASWATA ENTERPRISE
 Sonali Baidya
 Proprietor

Sonali Baidya

by them as consideration money or part thereof and to give and grant good, valid receipt to such person or persons for the purpose thereof.

10. To sign and execute all agreement for sale, deed of conveyance in favour of the intending Purchaser or Purchasers in respect of the DEVELOPER'S allocation of the building or any part or portion thereof receiving the consideration money and admit execution thereof on our behalf and present such agreements, deeds, papers writings and documents for registration before the appropriate, Registering Officer or Authority having jurisdiction and to have been registered according to law and to do all other acts, deeds and things as may be required for the registration of those deeds and documents and obtain return of the registered documents from the registry office which our said Attorney shall consider necessary for the transferring and/or conveying the said property or any part of portion thereof to the Purchaser or Purchasers.

11. And generally to do, execute and perform any other act or acts, deed or deeds matter or thing whatsoever which in the opinion of our said Attorney executed and performed in relation to the said property or affairs ancillary or incidental thereto as fully and effectually- ourselves could have done the same. AND we hereby agree and undertake to ratify and confirm all and whatsoever we said Attorney under the power in that behalf hereinbefore contained shall lawfully do, execute or perform or cause to be done, executed or performed in exercise of the Power Authorities and liberties hereby conferred upon, under and by virtue of this POWER OF ATTORNEY NOT STANDING no express power in that behalf is hereunder provide.

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Shrabani Baidya

SASWATA ENTERPRISE
Rajar Sarker Chowdhury
Proprietor

Sonali Baidya

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the land)

ALL that piece and parcel of homestead/Bastu land measuring 04(Four) Cottahs 11(Eleven) Chittacks 24(twenty Four) Sq.ft. with A.S.B structure be the same a little more or less standing thereon lying and situated at Mouza- Garfa, J.L. No. 19, R.S. No. 2, South 24-Pargana Kolkata -700078, District Collectorate Touzi No. 12, 13, 155, appertaining to district Settlement L.R. Khatian No. 3214 & 3291, corresponding to R.S. Khatian No. 109, 244, 1263, Dag No. 160, 162,164, P.S. Garfa, now within the local limits of Kolkata Municipal Corporation under Ward No. 105, Borough - XII, known as THE KOLKATA MUNICIPAL CORPORATION Premises No. 7/2 SAFUI PARA,- BAIDYA PARA, Kolkata-700 078, in the District of South 24-Parganas, together with all right of easement of 16' Feet wide Road of the Western side & 8'- 0 C.P on the South-West side & K.M.C. Passage on the Eastern side belonging and appurtenant thereto which is butted and bounded as follows:-

On the North : House of Rabindranath Baidya & 7, Garfa Baidya Para.

On the South : Plot & house of Sarmila Baidya & 8'-0 C. Passage.

On the East : 4 feet wide m/l K.M.C. Passage.

On the West : 16'-0 wide K.M.C. Concrete Road.

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

The OWNERS shall be allotted entire first floor m/l 1800 Sq.ft. Built-up area

Shreboni Baidya.

SASWATA ENTERPRISE
scaler Sarker Anwar

Proprietor

Cont....p/31

Sonali Baidya

including C.B. and on 2nd floor front portion 750 Sq.ft. built up area including C.B. and 3 No's Parking Space each 120 Sq.ft. and one Office Space at Ground floor of the proposed ground plus three storied building or Addition storied to be erected and/or constructed thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation together with proportionate right of all facilities, utilities and benefits inclusive of the ultimate roof of the said building which is to be used in common between all the co-owners, particularly fit for human habitation and shall be made in accordance with the specifications as mentioned and detailed in the Fourth Schedule hereunder written.

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

The Developer will get the remaining constructed area which includes entire 3rd Floor and 2nd Floor back Portion & rest Parking Space and with remaining construction area expect Owners allocation of the proposed ground plus three storied building and also additional flat area on G+III storied roof to be erected and/or constructed thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation together with proportionate right of all facilities, utilities and benefits of the said building which is to be used in common between all the co-owners, particularly fit for human habitation and shall be made in accordance with the specifications as mentioned and

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Shrabani Baidya

GAOWATA ENTERPRISE

Sanjor Choudhury

Sonali Baidya

Proprietor

detailed in the Fourth Schedule hereunder written.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Specification)

Type of Structure : R.C.C. foundation in the concrete proportionate to 4:2:1 cement ratio.

Super Structure : R.C.C. frame work, column, beams, slabs, lintels, chajjas in the concrete proportionate of 4:2:1 ratio with 200mm thick brick wall on exterior wall in 1:5 proportionate and 75mm thick interior wall in 1:4 ratio.

Surface Finish : Exterior good quality Weather Coat paint will be used.
Interior Plaster of Paris. Stair wall finish by Paris paint.
Door will be painted with synthetic enamel.

Flooring : 2 x2 feet Vitrified Tiles.

Stair : Vitrified Tiles / Marble.

Door : Flash door with Sal Wood frame.

Window : Sliding Aluminum window fitted with Frosted glass with iron grill.

Kitchen : 6'X20" black granite cooking platform and steel sink with 2' feet color glaze tiles dado with two Taps (one aqua guard fitting taped).

Toilet : Concealed water line (Toilet only).
(i) Two Bib Cock with Mixer (D'sons / etc.)

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Shrabani Baidya

Sonali Baidya

GASWATA ENTERPRISE
Sarjan Ghosh

- (ii) One Shower.
- (iii) White commode with cover (Hindware / Parryware Etc.)
- (iv) White PVC cistern.
- (v) White porcelain hand wash basin with pillar cork cold (Hindware / Parryware etc.)
- (vi) 6' feet in height white glazed tiles dado with Tiles flooring.

W.C.

- (i) White commode with cover (Hindware / Parryware Etc.)
- (ii) Two Nos of Tap and 5'-0 height white tiles.

Plumbing / Drainage :

- (i) Necessary drain, sewer line inspection pits and accessories duly connected to the septic tank.
- (ii) Water pump with motor of requisite capacity.
- (iii) PVC main water pipe

Electric

- (i) Concealed wearing with good quality copper cable (Finolex/ Havels) built in channel switch board with modular switch.
- (ii) Two light points, one fan and power point in bed room.
- (iii) Two light point, two fan point and two power TV and Cable point in dinning/drawing room.
- (iv) One light and one power point in bathroom, kitchen (Exhaust) aqua-guard Connected.
- (v) Fridge, Washing Machine, Geyser & Exhaust point.
- (vi) M.C.B. main switch.
- (vii) A.C connection in each flat in one bed room.

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Sheebani Baidya

SASWATA ENTERPRISE
Lower Sector Area

Sonali Baidya

Note : Every point will be 5 amps capacity except fridge & heater, A.C and geyser.

Electric Meter : Procurement of Electric Meter for individual flat from CESC shall be the responsibility of the respective flat owner.

Roof : I.P.S. Flooring.

Water Supply : Water will be provided through K.M.C. water supply and be stored the same in semi-underground water reservoir. One Overhead water tank will be provided on the ultimate roof. The electric pump will fetch the water from the underground reservoir to the overhead tank.

Common Passage : Common passage / sité space will be net cement flooring.

Front Gate : Proper boundary wall with gate will be of iron.

Lift : ISI standard lift will be provided.

N.B : Loft & Balcony Grill will be charged extra fittings and better quality fittings, extra electrical points, fittings, extra civil work will be provided at extra cost payable in advance. Any change in any room or toilet will be informed suitably but all change will be follow as per K.M.C law and necessary charge paid by land lord for that.

Shreboni Baidya

Sonali Baidya

Cont....p/35

ASWATA ENTERPRISE

Leena Sonali Baidya

Proprietor

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS)

1. Undivided proportionate share in land along with plinth area of flat.
2. Ingress and Egress from main road to the building up to ultimate roof.
3. Stair case and stair case landings on the floors & stair mumty room.
4. Pump & electric meter.
5. All common plumbing and electrical installations.
6. Overhead and semi-underground water reservoir and septic tanks.
7. Boundary walls and peripheral walls.
8. Drainage, sewerage and water connection.
9. All common walls, beams, and refers and pillars.
10. Lift and Lift machine room.
11. Darwan booth and W.C.

Shreemani Baichya

Sonali Baidya

SASWATA ENTERPRISE
Sonali Baidya

Proprietor

Cont....p/36

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals hereunto and to a duplicate hereto this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

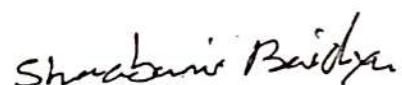
BY THE WITHIN NAMED PARTIES AT

KOLKATA IN THE PRESENCE OF:-

WITNESSES:-

1. 

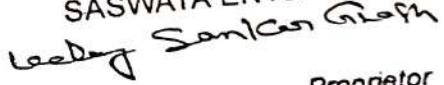
BISWALI ANJAN MANDAL
17 B2 H A R 1, MONDIALE LTD.
8/2 H A LTD,
KOLKATA 700078



Sonali Baidya

SIGNATURE OF THE OWNERS

2. Kumkum Basu
1/34 Neli Nagar
P O Haldiram
Kolkata - 700078

SASWATA ENTERPRISE

Sonali Gosh
Proprietor

SIGNATURE OF THE DEVELOPER


SOMNATH PAL
Advocate
Alipore Criminal Court
E No. WB 1183/2008

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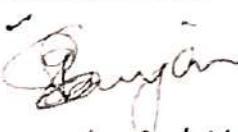
MEMO OF CONSIDERATION

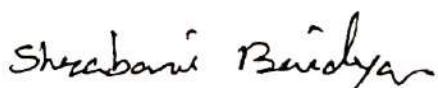
Received from the within named Developer the within mentioned sum of Rs. 1, 00,000/- (Rupees One Lakh) only as and by way of part consideration money as per denomination below:-

1. By Cheque No. 540595 drawn on Axis Bank, Dt. 30/11/25, Sahid Nagar Branch, Kolkata -700078.	
Name of Smt. Shrabani Baidya.	Rs. 50,000/-
2. By Cheque No. 560591 drawn on Axis Bank, Dt. 30/11/25, Sahid Nagar Branch, Kolkata -700 078.	
Name of Smt. Sonali Baidya.	Rs. 50,000/-
<hr/>	
(Rupees one Lakh) only	Rs. 1, 00,000/-

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PARTIES AT
KOLKATA IN THE PRESENCE OF:-

WITNESSES:-

1. 
BISWAMBHERAN DAS MUKHERJEE


Shrabani Baidya

2. Kum Kum Barui


Sonali Baidya

SIGNATURE OF THE OWNERS



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature .. *Shreemoni Bridya*



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature .. *Sonali Bridya*



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature .. *Velay Samson Guna*

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand				
	right hand				

Name

Signature ..


ELECTION COMMISSION OF INDIA
 ভাৰতীয় নির্বাচন কমিশন
IDENTITY CARD
 আইডেণ্টিটি কাৰ্ড
 আইডি নং: HK2811996



Elector's Name **Mithun Chowdhury**

নির্বাচকের নাম **মিথুন চৌধুরী**

Father's Name **Ananta Chowdhury**

শিতাব নাম **অনন্ত চৌধুরী**

Sex **M**

লিঙ্গ **পুরুষ**

Age as on 1.1.2003 **20**

১.১.২০০৩-এ বয়স **২০**

স্বাক্ষর

Address:
North Madarhat Purba Para, Madarhat, Baruipur, South 24 Parganas 743610

ঠিকানা :
 উত্তর মাদারাট পূর্ব পাড়া, মদারাট, বাবুইপুর, দক্ষিণ ২৪ পৰগণা ৭৪৩৬১০

Facsimile Signature
 Electoral Registration Officer
 নির্বাচক নিবন্ধন অধিকারী

Assembly Constituency: 104-Baruipur

নির্ধারিত নির্বাচন ক্ষেত্র : ১০৪-বাবুইপুর

District: South 24 Parganas জেলা: দক্ষিণ ২৪ পৰগণা

Date: 08.07.2003 তাৰিখ: ০৮.০৭.২০০৩

Major Information of the Deed

Deed No :	I-1603-07868/2025	Date of Registration	30/04/2025		
Query No / Year	1603-2001135597/2025	Office where deed is registered			
Query Date	25/04/2025 6:56:36 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas		
Applicant Name, Address & Other Details	SUBRATA KARMAKAR 15L K P ROY LANE, Thana : Kasba, District : South 24-Parganas, WEST BENGAL, PIN - 700031, Mobile No. : 9331405190, Status : Advocate				
Transaction					
[0110] Sale, Development Agreement or Construction agreement		Additional Transaction [4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 6,19,000/-]			
Set Forth value	Market Value				
Rs. 17,00,000/-	Rs. 1,43,72,502/-				
Stampduty Paid(SD)	Registration Fee Paid				
Rs. 20,071/- (Article:48(g))	Rs. 6,250/- (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:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: SAFUIPARA - BAIDYAPARA, Road Zone : (Other than on P.A.S Connector -- Other than on P.A.S Connector) , , Premises No: 7/2, , Ward No: 105 JI No: 19, Pin Code : 700078

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 11 Chatak 24 Sq Ft	15,00,000/-	1,41,62,502/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
Grand Total :				7.7894Dec	15,00,000 /-	141,62,502 /-	

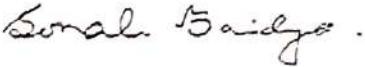
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	700 Sq Ft.	2,00,000/-	2,10,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete

	Total :	700 sq ft	2,00,000 /-	2,10,000 /-	
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Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt SHRABANI BAIDYA Wife of Shri SHIB NATH BAIDYA Executed by: Self, Date of Execution: 30/04/2025 , Admitted by: Self, Date of Admission: 30/04/2025 ,Place : Office		 Captured	
		30/04/2025	LTI	30/04/2025
7, GARFA MAIN ROAD, Garfa Main Road, City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:- South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.: FMxxxxxx0R, Aadhaar No: 83xxxxxxxx6398, Status :Individual, Executed by: Self, Date of Execution: 30/04/2025 , Admitted by: Self, Date of Admission: 30/04/2025 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Smt SONALI BAIDYA (Presentant) Wife of Mr CHANDAN BAIDYA Executed by: Self, Date of Execution: 30/04/2025 , Admitted by: Self, Date of Admission: 30/04/2025 ,Place : Office		 Captured	
		30/04/2025	LTI	30/04/2025
7, GARFA BAIDYA PARA, City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India; PIN:- 700078 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.: BIxxxxxx5K, Aadhaar No: 75xxxxxxxx3090, Status :Individual, Executed by: Self, Date of Execution: 30/04/2025 , Admitted by: Self, Date of Admission: 30/04/2025 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SASWATA ENTERPRISE 43, Kayastha Para Main Road, City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Date of Incorporation:XX-XX-1XX8 , PAN No.: AGxxxxxx4F, Aadhaar No: 79xxxxxxxx5751, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr> </thead> <tbody> <tr> <td> Shri UDAY SANKAR GHOSH Son of Late SANITIMOY GHOSH Date of Execution - 30/04/2025, Admitted by: Self, Date of Admission: 30/04/2025, Place of Admission of Execution: Office </td><td></td><td> Captured</td><td></td></tr> <tr> <td></td><td>Apr 30 2025 2.12PM</td><td>LTI 30/04/2025</td><td>30/04/2025</td></tr> </tbody> </table> <p>City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGxxxxxx4F, Aadhaar No: 79xxxxxxxx5751 Status : Representative, Representative of : SASWATA ENTERPRISE (as DEVELOPER)</p>	Name	Photo	Finger Print	Signature	Shri UDAY SANKAR GHOSH Son of Late SANITIMOY GHOSH Date of Execution - 30/04/2025, Admitted by: Self, Date of Admission: 30/04/2025, Place of Admission of Execution: Office		 Captured			Apr 30 2025 2.12PM	LTI 30/04/2025	30/04/2025
Name	Photo	Finger Print	Signature										
Shri UDAY SANKAR GHOSH Son of Late SANITIMOY GHOSH Date of Execution - 30/04/2025, Admitted by: Self, Date of Admission: 30/04/2025, Place of Admission of Execution: Office		 Captured											
	Apr 30 2025 2.12PM	LTI 30/04/2025	30/04/2025										

Identifier Details :

Name	Photo	Finger Print	Signature
Shri MITHUN CHOWDHURY Son of Shn A K CHOWDHURY MADARAT PURBA PARA, City:- Baruipur, P O - MADARAT, P.S.-Baruipur, District -South 24-Parganas, West Bengal, India, PIN- 743610		 Captured	
	30/04/2025	30/04/2025	30/04/2025

Identifier Of Smt SHRABANI BAIDYA, Shri UDAY SANKAR GHOSH, Smt SONALI BAIDYA

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Smt SHRABANI BAIDYA	SASWATA ENTERPRISE-7.78938 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Smt SHRABANI BAIDYA	SASWATA ENTERPRISE-700.00000000 Sq Ft

Endorsement For Deed Number : I - 160307868 / 2025

On 30-04-2025

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

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

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

Presented for registration at 13:43 hrs on 30-04-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Smt SONALI BAIDYA , one of the Executants.

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 1,43,72,502/-

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

Execution is admitted on 30/04/2025 by 1. Smt SHRABANI BAIDYA, Wife of Shri SHIB NATH BAIDYA, 7, GARFA MAIN ROAD, Road: Garfa Main Road, , P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession House wife, 2. Smt SONALI BAIDYA, Wife of Mr CHANDAN BAIDYA, 7, GARFA BAIDYA PARA, P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession House wife

Indentified by Shri MITHUN CHOWDHURY, , , Son of Shri A K CHOWDHURY, MADARAT PURBA PARA, P.O: MADARAT, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Hindu, by profession Service,

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

Execution is admitted on 30-04-2025 by Shri UDAY SANKAR GHOSH, DEVELOPER, SASWATA ENTERPRISE (Sole Proprietorship), 43, Kayastha Para Main Road, City:- Not Specified, P.O:- HALTU, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078

Indentified by Shri MITHUN CHOWDHURY, , , Son of Shri A K CHOWDHURY, MADARAT PURBA PARA, P.O: MADARAT, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 6,250.00/- (B = Rs 6,190.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 6,218/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/04/2025 8:23PM with Govt. Ref. No: 192025260041546668 on 29-04-2025, Amount Rs: 6,218/-, Bank: SBI EPay (SBEPay), Ref. No. 8452994525333 on 29-04-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 20.00/-, by online = Rs 20,051/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 31451, Amount: Rs.20.00/-, Date of Purchase: 25/04/2025, Vendor name: S DAS Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/04/2025 8:23PM with Govt. Ref. No: 192025260041546668 on 29-04-2025, Amount Rs: 20,051/-, Bank: SBI EPay (SBEPay), Ref. No. 8452994525333 on 29-04-2025, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Date of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2025, Page from 231714 to 231759
being No 160307868 for the year 2025.



Digitally signed by Debasish Dhar
Date: 2025.05.20 15:24:42 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 20/05/2025

DISTRICT SUB-REGISTRAR

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

West Bengal.