09698/2023

P-09443/23

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

AE 694139

V.C. Case No. 1498/23

Q.No. 1506-20021280922/2023

26/8

Certified that the document is admitted to registration. The Signature Sheet and endorsement sheets attached to this document are the part of the document.

Additional District Sub-Registrar
Cossipore Dum Dum, 24-Pgs. (North)

28 AUG 2023

DEVELOPMENT AGREEMENT AND DEVELOPMENT POWER OF ATTORNEY

DEVELOPMENT AGREEMENT AND DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT is made and executed on this 26th day of August, **Two Thousand and Twenty Three (2023)** of the Christian Era;

BY & BETWEEN

Cont P/2

ক্রমিক নং.....৬৮৭৬
সন.....২০২৩ সাল
তারিখ.....১৬/০৮/২০২৩
ক্রেতার নাম.....Debichran Chattopadhyay Advocate Barasat Court
পক্ষিক :.....
স্ট্যাম্প মূল্য.....২০০ টাকা মাত্র
স্ট্যাম্প ভেন্ডার.....
হাবড়া, এ.ডি,এস,আর, অফিস
জেলা-উত্তর ২৪ পরগণা
টি,ডি, নং.....
ক্রয়ের তাং.....
মোট মূল্য.....
ট্রেজারী অফিস বারাসাত, উত্তর ২৪পরগণা
স্ট্যাম্প ভেন্ডার-জয়ন্ত বিশ্বাস

20 MAR 2023
210000

Abhisek Dm
V.C.T.9
5715

26/08/23

SUK CONSTRUCTION
Abhisek Dm
V.C.T.9
5716
Proprietor

Lily Banerjee
V.C.T.9
5717

Kuhu Bandyopadhyay. Sahiri
V.C.T.9
5718

Biplab Bandyopadhyay
V.C.T.9
5719

Arindam Saha.
Identified by me
Arindam Saha
S/o Gopesh Chandra Saha
547, Netaji Colony
P.O.-Noapara, P.S.-Baranagar
Kolkata-700 090
Occupation: Law Clerk

SEAL OF THE ADDITIONAL DISTRICT SUB REGISTRAR COSSIPORE DUM DUM
NORTH 24 PARGANAS

Addl. District Sub-Registrar
Cossipore, Dum Dum

26 AUG 2023

1. SMT. LILI BANERJEE, having **PAN No. AYIPB5893Q, Aadhaar No. 908296442794,** Wife of Late Raghunath Banerjee, by faith - Hindu, by Nationality – Indian, by occupation - Housewife, residing at 5/A, Sashi Bhusan Ghosh Lane, Serampore, Mahesh, P.O. Mahesh, Pin Code - 712202, P.S. Serampore, District – Hooghly, presently residing at 1F, Hill Apartment, 87, R.N. Tagore Road, Laldighi, Behind Disha Eye Hospital, P.O. Laldighi, P.S. Baharampur, Pin Code - 742101, District – Murshidabad; **AND 2. SMT. KUHU BANDYOPADHYAY alias SMT. KUHU LAHIRI, having PAN No. AJBPB0327R, Aadhaar No. 230470404124,** Daughter of Late Raghunath Banerjee, by faith - Hindu, by Nationality – Indian, by Occupation - Housewife, residing at 7A/1, H.M. Goswami Street, P.O. Mahesh, Pin Code - 712201 P.S. Serampore, District – Hooghly; **AND 3. SRI BIPLAB BANDYOPADHYAY, having PAN No. AFJPB1156J, Aadhaar No.704988071727,** Son of Late Raghunath Bandyopadhyay, by faith - Hindu, by Nationality – Indian, by Occupation – Service holder, residing at 5/A, Sashi Bhusan Ghosh Lane, Serampore, Mahesh, P.O. Mahesh, Pin Code - 712201 P.S. Serampore, District – Hooghly, presently residing at 1F, Hill Apartment, 87, R.N. Tagore Road, Laldighi, Behind Disha Eye Hospital, P.O. Laldighi, P.S. Baharampur, Pin Code - 742101, District - Murshidabad; hereinafter jointly and/or collectively called and/or referred to as the **LAND OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives & assigns) of the **FIRST PART.**

AND

"SUK CONSTRUCTION" "a Proprietorship Firm" having it's **PAN No. AMRPD3566B**, carrying on its business at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas,

represented by its sole Proprietor **SRI ABHISHEK DAS,** having **PAN No. AMRPD3566B & AADHAAR No. 592323856662,** Son of Late Sukumar Das, by faith – Hindu, by nationality – Indian, by occupation – Businessman, residing at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, hereinafter called and/or referred to as **PROMOTER & DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives & assigns) of the **OTHER PART.**

WHEREAS One Bishnu Charan Paul became the sole and absolute Owner in possession of **ALL THAT** piece and parcel of Bastu Land admeasuring an area of 5 Cottahas, be the same a little more or less, lying and situate at Mouza – Bonhooghly, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, under P.S. Baranagar within the local limits of Baranagar Municipality, by way of purchase by a registered Sale Deed, registered on Bengali the 23rd Falgun in the Bengali year 1289 from One Madan Mohan Roychowdhury, the Owner therein, and after purchasing the aforesaid Property, said Bishnu Charan Paul enjoyed and possessed the said Property and while enjoying the said Property, said Bishnu Charan Paul, by executing a registered Sale Deed, on the Bengali the 7th day of Chaitra, in the Bengali year 1292, sold, transferred and/or conveyed the aforesaid Property to One Shristidhar Das and Bhuban Chandra Das and after purchasing the aforesaid Property, said Shristidhar Das and Bhuban Chandra Das jointly enjoyed and possessed the said Property and while enjoying the said Property, said Shristidhar Das and Bhuban Chandra Das, by executing a Sale Deed, registered on Bengali the 5th day of Bhadra in the Bengali year 1293 sold, transferred and/or conveyed the aforesaid Property to One Bhuti Dasi, Wife of Late Baikuntha Nath Nath, and after purchasing the aforesaid Property said Bhuti Dasi enjoyed and/or possessed the aforesaid Property, and while

in possession and/or enjoyment of the aforesaid Property, said Bhuti Dasi died intestate leaving behind his only Son, namely Nibaran Chandra Nath, Son of Late Baikuntha Nath Nath and after demise of said Bhuti Dasi, according to Hindu Succession Act, 1956 said Nibaran Chandar Nath became the sole and absolute Owner of aforesaid **ALL THAT** piece and parcel of Bastu Land admeasuring an area of 5 Cottahas, be the same a little more or less, lying and situate at Mouza – Bonhooghly, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, under P.S. Baranagar within the local limits of Baranagar Municipality .

AND WHEREAS by way of inheritance, said Nibaran Chandra Nath became the sole and absolute Owner of **ALL THAT** piece and parcel of Bastu Land admeasuring an area of 5 Cottahas, be the same a little more or less, lying and situate at Mouza – Bonhooghly, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, under P.S. Baranagar within the local limits of Baranagar Municipality and mutated his name in the record of concern B.L & L.R.O. Settlement, in Dag No. 1942, Khatian No. 411, J.L. No. 6, within the Mouza - Bonhooghly and while enjoying the said Property said Nibaran Chandar Nath, by executing a Bengali Bikroy Kobala Dalil, on the 21st day of May, 1928, sold, transferred and/or conveyed **ALL THAT** piece and parcel of Bastu Land admeasuring an area of **2(Two) Cottahas**, out of total aforesaid Bastu Land, to Monmatha Nath Bandyopadhyay(the predecessor of the Land Owners herein). The said Bengali Bikroy Kobala Dalil was registered with the Office of Additional District Sub-Registrar, Cossipore Dum Dum and the same was recorded in Book No. I, Volume No. 121, Pages from 131 to 133, Being No. 464 for the year 1928.

AND WHEREAS by way of registered Bengali Bikroy Kobala Dalil, Being No. 464 for the year 1928, said Monmatha Nath Bandyopadhyay(the

predecessor of the Land Owners herein) became the sole and absolute Owner of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **2(Two) Cottahas,** be the same a little more or less, lying and situated at Mouza – Bonhoogly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, and after becoming the sole and absolute Owner said Monmatha Nath Bandyopadhyay(now deceased)(the predecessor of the Land Owners herein) mutated his name in the record of concern Baranagar Municipality, within Ward No. 10, Holding No. 37, within the local limits of Baranagar Municipality, known, numbered and distinguished as Municipal Premises No. 39, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas.

AND WHEREAS after becoming the sole and absolute Owner said Monmatha Nath Bandyopadhyay(now deceased)(the predecessor of the Land Owners herein) enjoyed and/or possessed the aforesaid **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **2(Two) Cottahas,** be the same a little more or less, at Premises No.39, Sashipada Institute Lane, Kolkata - 700035, P.O. Alambazar, Police Station - Baranagar, within the District of North 24 Parganas and while enjoying and/or possessing the aforesaid Property, said Monmatha Nath Bandyopadhyay died intestate on 13.09.1983, leaving behind his Wife, Six Sons and Two Daughters, namely, Swarna Lata Bandyopadhyay alias Swarna Lata Debi(now deceased), Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala De and Smt. Renuka Mukherjee as his legal heirs and successors and after demise of said Manmatha Nath Banerjee, according to Hindu Succession Act, 1956, said Swarna Lata Bandyopadhyay alias Swarna Lata Debi(now deceased), Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore

Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De and Smt. Renuka Mukherjee became the joint and absolute Owners of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **2(Two) Cottahas,** be the same a little more or less, at Premises No. 39, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas.

AND WHEREAS after becoming the joint and absolute Owners said Swarna Lata Bandyopadhyay alias Swarna Lata Debi(now deceased), Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De and Smt. Renuka Mukherjee jointly possessed and/or enjoyed the aforesaid Property without interruption of others and while enjoying the said Property said Swarna Lata Bandyopadhyay alias Swarna Lata Debi died intestate on 12.10.1991 leaving behind her Six Sons and Two Daughters, namely, Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De and Smt. Renuka Mukherjee as her legal heirs and successors and after demise of said Swarna Lata Bandyopadhyay alias Swarna Lata Debi according to Hindu Succession Act, 1956, said Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De and Smt. Renuka Mukherjee became the joint and absolute Owners of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **2(Two) Cottahas,** be the same a little more or less, at Premises

No. 39, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas [each acquired undivided 1/8th share over the aforesaid Property].

AND WHEREAS One Shristidhar Das and Bhuban Chandra Das were the joint and absolute Owners and possessors of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **5(Two) Cottahas,** be the same a little more or less, lying and situated at Mouza – Bonhoogly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, within Touzi No. 3027 of Alipore Collectory, at Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas.

AND WHEREAS while possessing the aforesaid Bastu Land, said Shristidhar Das and Bhuban Chandra Das, by executing a Bengali Kobala Patra, on 04.09.1986, sold, transferred and/or conveyed the aforesaid Property to One Bhuti Dasi, Wife of Late Baikuntha Nath Nath, and after purchasing the aforesaid Property said Bhuti Dasi enjoyed and/or possessed the aforesaid Property, and while in possession and/or enjoyment of the aforesaid Property, said Bhuti Dasi died intestate leaving behind his only Son, namely Nibaran Chandra Nath, Son of Late Baikuntha Nath Nath and after demise of said Bhuti Dasi, according to Hindu Succession Act, 1956 said Nibaran Chandar Nath became the sole and absolute Owner of aforesaid **ALL THAT** piece and parcel of Bastu Land admeasuring an area of 5 Cottahas, be the same a little more or less, lying and situate at Mouza – Bonhooghly, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, under P.S. Baranagar within the local limits of Baranagar Municipality.

AND WHEREAS by way of inheritance, said Nibaran Chandra Nath became the sole and absolute Owner of **ALL THAT** piece and parcel of Bastu

Land admeasuring an area of 5 Cottahas, be the same a little more or less, lying and situate at Mouza – Bonhooghly, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, under P.S. Baranagar within the local limits of Baranagar Municipality and mutated his name in the record of concern B.L & L.R.O. Settlement, in Dag No. 1942, Khatian No. 411, J.L. No. 6, within the Mouza - Bonhooghly and while enjoying the said Property said Nibaran Chandar Nath, by executing a Bengali Bikroy Kobala Dalil, on the 6th day of August, 1959, sold, transferred and/or conveyed **ALL THAT** piece and parcel of Bastu Land admeasuring an area of **3(Three) Cottahas**, out of total aforesaid Bastu Land, to Swarna Lata Debi alias Swarna Lata Bandyopadhyay(the predecessor of the Land Owners herein). The said Bengali Bikroy Kobala Dalil was registered with the Office of A.D.S.R. Cossipore Dum Dum and the same was recorded in Book No. I, Volume No. 96, Pages from 23 to 29, Being No. 6303 for the year 1959.

AND WHEREAS by way of registered Bengali Bikroy Kobala Dalil, Being No. 6303 for the year 1959, said Swarna Lata Debi alias Swarna Lata Bandyopadhyay(the predecessor of the Land Owners herein) became the sole and absolute Owner of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **3(Three) Cottahas,** be the same a little more or less, lying and situated at Mouza – Bonhoogly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, and after becoming the sole and absolute Owner said Swarna Lata Debi alias Swarna Lata Bandyopadhyay(now deceased)(the predecessor of the Land Owners herein) mutated her name in the record of concern Baranagar Municipality, within Ward No. 10, Holding No. 38, within the local limits of Baranagar Municipality, known, numbered and distinguished as Municipal Premises No. 40, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas.

AND WHEREAS after becoming the sole and absolute Owner said Swarna Lata Debi alias Swarna Lata Bandyopadhyay(now deceased)(the predecessor of the Land Owners herein) enjoyed and/or possessed the aforesaid **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **3(Three) Cottahas,** be the same a little more or less, at Premises No. 40, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas and while enjoying and/or possessing the aforesaid Property, said Swarna Lata Debi alias Swarna Lata Bandyopadhyay died intestate on 12.10.1991, leaving behind her Six Sons and Two Daughters, namely, as his legal heirs and successors and after demise of said Manmatha Nath Banerjee, according to Hindu Succession Act, 1956, said Swarna Lata Bandyopadhyay alias Swarna Lata Debi(now deceased), Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De and Smt. Renuka Mukherjee became the joint and absolute Owners of **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **3(Three) Cottahas,** be the same a little more or less, at Premises No. 40, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the District of North 24 Parganas [each acquired undivided 1/8th share over the aforesaid Property]. The Husband of Swarna Lata Debi alias Swarna Lata Bandyopadhyay, namely, Monmatha Nath Bandyopadhyay predeceased on 13.09.1983.

AND WHEREAS thus after demise of said Monmatha Nath Bandyopadhyay and his Wife Swarna Lata Debi alias Swarna Lata Bandyopadhyay, their Six Sons and Two Daughters, namely, said Sita Nath Banerjee(now deceased), Raghunath Banerjee(now deceased), Gour Kishore

Banerjee(now deceased), Sri Asim Kumar Banerjee, Sri Aloke Banerjee, Sri Tapan Kumar Bandyopadhyay, Smt. Kamala Banerjee De alias Smt. Kamala De and Smt. Renuka Mukherjee, by way of succession, became the joint and absolute Owners of total **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **5(Five) Cottahas,** be the same a little more or less, [**ALL THAT** piece and parcel of Bastu Land, admeasuring an area of 2(Two) Cottahas, be the same a little more or less, at Premises No. 39 Sashipada Institute Lane, Kolkata – 700035, and **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of 3(Three) Cottahas, be the same a little more or less, at Premises Nos. 40, Sashipada Institute Lane], the two adjacent Plot of Lands, together with total 3850 Sq.ft. pucca two storied Building standing thereon, be the same a little more or less, lying and situated at Mouza – Bonhooghly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding Nos. 37 and 38 respectively, of the Baranagar Municipality, District of North 24 Parganas. The said Property is more fully and/or particularly mentioned and/or described in the **First Schedule** written hereunder [each acquired undivided 1/8th share over the aforesaid Property, i.e., each acquired undivided 10(Ten) Chittaks of Bastu Land, be the same a little more or less, together with undivided 481 Sq.ft. of pucca structure, be the same a little more or less, at Premises Nos. 39 Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata - 700035].

AND WHEREAS after becoming the Owner of undivided 1/8th share of the aforesaid 5(Five) Cottahas of Bastu Land, be the same a little more or less, together with the structure standing thereon, at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035, the Second Son of Late Monmatha Nath Bandyopadhyay and his Wife Late Swarna Lata Debi alias Swarna Lata Bandyopadhyay, namely Raghunath

Banerjee (the Husband of Land Owner No. 1 and the Father of the Land Owner Nos. 2 and 3 herein) enjoyed and/or possessed the undivided 1/8th share over the said Property and while enjoying the said Property, said Raghunath Banerjee died intestate on 13.02.2009, leaving behind his Wife, one Daughter and one Son, namely, Smt. Lili Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri and Sri Biplab Bandyopadhyay as his legal heirs and successors and after demise of said Raghunath Banerjee, according to Hindu Succession Act, 1956, Smt. Lili Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri and Sri Biplab Bandyopadhyay(the Land Owners herein) became the joint and absolute Owners of the undivided 1/8th share of the Property described in the **First Schedule** written hereunder, left by said Raghunath Banerjee at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035 [Smt. Lili Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri and Sri Biplab Bandyopadhyay(the Land Owners herein) became the joint and absolute Owners of **ALL THAT** piece and parcel of **Bastu Land,** admeasuring an area of undivided **10(Ten) Chittaks,** be the same a little more or less, out of total **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **5(Five) Cottahas,** be the same a little more or less, together with undivided **481 Sq.ft. of pucca structure**, be the same a little more or less, out of total **3850 Sq.ft. pucca two storied Building** standing thereon, be the same a little more or less, at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding Nos. 37 and 38 respectively, of the Baranagar Municipality, District of North 24 Parganas].

AND WHEREAS after becoming the joint and absolute Owners of the aforesaid Bastu Land admeasuring an area of **undivided 10(Ten) Chittaks**, be the same a little more or less, together with **undivided 481 Sq.ft.** of pucca

structure, be the same a little more or less, at Premises Nos. 39 Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035, Smt. Lili Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri and Sri Biplab Bandyopadhyay(the Land Owners herein) have been jointly enjoying and/or possessing the said Property without interruption of others. The said Property is more fully and/or particularly mentioned and/or described in the **Second Schedule** written hereunder, which is from all encumbrances, charges, lien whatsoever and over which the Land Owners herein herein have all transferable rights.

AND WHEREAS the Land Owners herein are now desirous of developing the Property described in the **Second Schedule** written hereunder, i.e., to the extent of their undivided share over the Property described in the First Schedule written hereunder, by constructing thereupon a Multi storied building in accordance with the sanctioned building plan to be approved by the Baranagar Municipality. But due to paucity of funds and other personal reasons, the owners are unable to start the construction of the said building and had been in search of a Promoter and/or developer, who can undertake the responsibility of construction of such building of the said premises of his own arrange and expenses.

AND WHEREAS having came to know the intention of the owners herein, the Developer **"SUK CONSTRUCTION"** "a Proprietorship Firm" having it's **PAN No.AMRPD3566B**, carrying on its business at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, represented by its sole Proprietor **SRI ABHISHEK DAS,** having **PAN No. AMRPD3566B & AADHAAR No. 592323856662,** Son of Late Sukumar Das, by faith – Hindu, by nationality – Indian, by occupation – Businessman, residing at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S.

Baranagar, Kolkata – 700036, District – North 24 Parganas, - **PROMOTER & DEVELOPER,** contacted the Land Owners and requested the Owners to allow to develop the said premises as described by the Owners by constructing the Multi storied building in accordance with the sanctioned plan at its own arrangement and expenses.

AND WHEREAS the owner having thus been approached by the Developer have agreed to allow the Developer to develop the said plot described in the **Second Schedule** written hereunder, at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, within the limits of the Baranagar Municipality, Holding Nos. 37 and 38, under Ward No. 10 & within jurisdiction of A.D.S.R.O. Cossipore Dum Dum, in the District North 24 Parganas, on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

DEFINITIONS:

1) OWNERS: Shall mean, **1. SMT. LILI BANERJEE, 2. SMT. KUHU BANDYOPADHYAY alias SMT. KUHU LAHIRI, 3. SRI BIPLAB BANDYOPADHYAY,** at present (the Owners herein include their heir/heirs, legal representatives, executors, administrators, assigns).

2) DEVELOPER : "SUK CONSTRUCTION" "a Proprietorship Firm" having it's **PAN No.AMRPD3566B**, carrying on its business at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, represented by its sole Proprietor **SRI ABHISHEK DAS,** having **PAN No. AMRPD3566B & AADHAAR No. 592323856662,** Son of Late

Sukumar Das, by faith – Hindu, by nationality – Indian, by occupation – Businessman, residing at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, at present (the Developer herein include his heir/heirs, legal representatives, executors, administrators & assigns).

3) PREMISES: Shall mean 39, Sashipada Institute Lane and 40, Sashipada Institute Lane Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, District – North 24 Parganas, within the limits of the Baranagar Municipality, Holding No. 37 and 38, under Ward No. 10 & within jurisdiction of A.D.S.R.O. Cossipore Dum Dum, more fully & particularly described in the First Schedule hereunder written.

4) BUILDING: Shall mean the Multi storied building to be constructed on the said property in accordance with the plan to be sanctioned by the Baranagar Municipality.

5) COMMON FACILITIES & AMENITIES: Shall mean ultimate roof, corridors, stair case, passages, ways, pump room, overhead water tank, underground water tank & common meter room & other facilities which may be mutually agreed upon by and between the parties & required for the established location enjoyment maintenance and/or management of the building.

6) The demolition materials of the building shall be the goods of the Developer.

7) ARCHITECT: Shall mean such person or persons to be appointed by the Developer.

8) BUILDING PLAN: shall mean the plan sanctioned by the Baranagar Municipality for construction of building in the said premises.

NOW THIS AGREEMENT WITNESSES & IT IS MUTUALLY AGREED AS FOLLOWS:-

1) This agreement shall be deemed fit to have commenced on with effect from the date of execution.

2) The Land Owners are absolutely seized and possessed of land and/or otherwise well & sufficiently entitled to the said property as stated above.

3) The said property is free from all encumbrances, charges, liens, lispendense, attachments, trust, acquisition, requisition, whatsoever.

4) There is no vacant land at the said property within the meaning or Urban Land (Ceiling & regulation) Act 1976.

5) The Land Owners shall take possession immediately after completion of the building and the Developers shall first deliver the Land Owners' Allocation area and thereafter deliver possession to intending purchasers of the proposed multi-storied building.

6) The present Land Owners hereby grant, subject to what has been hereinafter provided & exclusive right to developers to build upon & to exploited its commercially the said property and construct the multi-storied building in accordance with the plan to be sanctioned by the Baranagar Municipality with or without any amendment and/or modification thereto or cause to be made by the Developers thereto.

7) The Developer shall be entitled to get the constructed area except the Owners' Allocation area.

8) The Developer shall pay entire cost of construction of the said building at the Premises No. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, District – North 24 Parganas.

9) The said building shall be constructed within 24(Twenty Four) months from getting the sanctioned Building Plan from the Baranagar Municipality.

10) The Developers shall have no right to claim for payment of reimbursement of any cost, expenses & charges incurred towards construction of Owners' allocation & of the undivided proportionate share in the facilities & amenities.

11) The Developer shall be solely & exclusively responsible for the construction of the said multi-storied Building within 24(Twenty Four) months after the date of getting the sanctioned building plan from Baranagar Municipality.

12) All Costs, charge & expenses including architects fees shall lie paid by the Developer.

13) The Owners shall undertake to sign in all papers in connection with mutation of the said property and also sanctioning the building Plan etc.

14) That the Owners shall execute a Power of Attorney in favour of Developers on same day on the execution of this agreement authorizing the Developers to negotiate for sale & enter into Agreement for Sale & receive advance & balance consideration money from the intending purchasers in respect of Developer's allocation. The Agreement and the Development Power of Attorney shall be registered with the proper registration office.

15) That the Owners shall hand over all original papers relating to the First schedule Property, viz. The title deed of the property, the mutation certificate, the tax receipt, the electric bill of the premises No. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, District – North 24 Parganas, on the date of registration of the Development Agreement and Development Power and within 30 days from the date they shall hand over vacant, peaceful and khas possession to the Developers and after completion of the construction of the building over the said Property the Developers shall handover the aforesaid original papers to the Land Owners herein.

16) That except the title of the said property therein the owners shall not be

liable to in any way for any dispute or any kind of Income Tax, Apartment Tax, for sale & transfer of the said building except Owners' allocation as aforesaid.

17) That from the date of delivery of possession by the Developer, Purchasers/Owner of the respective allocation shall pay the proportionate share or Municipal Tax and other expenses in relation to the housing project.

18) The Land Owners declare that, they have not taken any loan from anywhere or any financial institution and it is free from all encumbrances & charges, whatsoever.

19) That from the date of handing over the possession of the present Building to the Developer herein, the Developer shall bear the rent charges for alternative accommodation to the Land Owners till the date of handing over the possession of Owners' Allocation area at the newly constructed Building.

20) The Developer shall demolish the existing building as shall appropriate the debris & salvages.

21) The Developer is authorized to negotiate for sale & to receive advances & the balance consideration from the intending Purchasers in respect of Developer's allocation area.

22) That the Developer shall obtain C.C. (Completion Certificate) from the Baranagar Municipality at his own cost after completion of the construction work of the multi- storied building of the aforesaid Premises.

23) The Land Owners' Allocation shall be as under:

After completion of the construction of the multi- storied Building over the First Schedule Land, the description of Land Owners Allocation at the newly constructed Building are as follows : -

The Land Owners nos. 1,2 and 3, namely Smt. **Lily Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri, and Sri Biplab Bandyapadhyay** shall jointly get One self-contained residential Flat, admeasuring an area of **630 Sq.ft.**(covered area, with proportionate share of staircase and Lift well),

be the same a little more or less, on the **Third Floor, North-East side**, consisting of 2(Two) Bed rooms, 1(one) Dining, 1(one) Kitchen and 2(Two) Toilets and the Land owners shall jointly get an amount of Rs.3,00,000/- (Three Lakhs only) from the Developer herein at the time of possession of the newly constructed flats.

AND the Land Owners shall not be entitled to get any other constructed area except the aforesaid Flat, nor shall they claim any money except aforesaid amount as their Owners' Allocation.

AND all other constructed area at the Property described in the Second Schedule written hereunder of the said multi- storied building at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane Kolkata – 700035, P.O. Alambazar, P.S. Baranagar, District – North 24 Parganas, consisting of several Flats, Shops, Garages, units etc. (except Owners' Allocation), shall be considered as Developer's Allocation area.

That the Land Owners herein shall receive the Land Owners' Allocation area jointly and after receiving the Owners' Allocation area jointly with the other Land Owners of the Property described in the First Schedule written hereunder, the Land Owners shall execute Gift Deed/s or Partition Deed/s between themselves and from that date the aforesaid Land Owners' Allocation area shall take effect.

24) That the Developers shall install lift (Brand – Target Elevator) at the building with their own expenses.

25) The Roof right shall be common between the Land Owners, the Developers and the Purchasers of Flat over the said Premises.

26) <u>RESTRICTION AS TO USER OF THE BUILDING</u>

Any transfer of any portion of the said building out of the Owner's allocation or Developer's allocation shall be subject to the provisions contained herein and all occupiers shall be bound by the provisions contained in any agreement, rules, regulations, by laws and restrictions contained herein.

Neither the Owner nor the Developer nor any person occupying any portion of the said building whether in the Owner's Allocation or in the Developer's allocation shall use or permit to be used his portion or space occupied by him or his agents for carrying on any illegal or immoral trade or activity or do or allow anything to be done that might cause any nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive material, goods or products. The decision of the Management as to whether any act will cause nuisance or annoyance or any substance is inflammable or explosive shall be final.

No structural alterations in the building shall be made without the written sanction of the concerned authorities, if necessary.

On performing their obligations under these presents if the Owner or Developer transfers any portion out of their respective allocations, such transfer shall be subject to the terms and conditions, restrictions and covenants contained herein and in any documents or conveyance that might be executed should recite about the transfer agreement.

27)FORCE MAJEURE

If either party be prevented from performing his part of the obligations under these presents due to the existence of force majeure such as earthquake, flood, riot, war, storm, tempest, civil commotion, blasts, malicious damages, fire, any pandemic situation or any other act or omission or cause beyond the control of the party concerned provided that the cause was not included by the party himself, then the Developers shall not be liable if the construction shall not be completed within the stipulated time.

28) If the aforesaid Two Properties of the First Part herein shall be amalgamated, the Land Owners herein shall, in any time, have no objection, in such amalgamation proceeding.

29) That the Land Owners shall pay the upto date tax and other expenses till the date of handing over the vacant, khas possession to the Developer herein.

30) The specification of the building has been mentioned in the Schedule herein below.

31) That the Developer shall handover to the Land Owners, the Xerox copies (Development Agreement, Development Power of Attorney, Affidavit, Sanction Building Plan and Site Plan etc.).

32) The common space and item have been mentioned in the Schedule below.

33) That it is agreed, between the Land Owners and the Developer/Promoter, that the existing electric meters at the Premises over the Property described in the First Schedule shall be maintained by the Developers and the Developers shall, at the time of handing over the Owners' Allocation area of the newly constructed building, handover the number of electric meters which the Land Owners herein shall handover to the Developer herein, at the time of handing over khas possession to the Developers herein and the land owners shall pay previous dues of the electricity charges, if any. In case, the Land Owners herein shall desire to obtain any new electric meter, in the name of the Land Owner, then the Land owner shall pay of Rs.15,000/-(Fifteen Thousands) only to the Developers for each new meter.

34) That in case of demise of any one of the Parties herein, this Development Agreement shall not stand cancelled, i.e., in case of demise any one of the Land Owners herein his/her legal heirs and successors shall be bound to enter into Development Agreement with the Developer herein with the same terms, conditions and allocation area of the Land Owners written herein and in case of demise of the Developer, the Land Owners and/or their legal heirs and successors shall enter into Development Agreement with the legal heirs

and successors of the Developer herein, with the same terms, conditions and allocation area of the Land Owners written herein and in that case the Land Owners shall execute further Development Power of Attorney necessary to that effect and such Development Power of Attorney shall be registered at proper Office.

DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :

KNOW ALL MEN BY THESE PRESENTS THAT,

We, 1. SMT. LILI BANERJEE, having **PAN No. AYIPB5893Q, Aadhaar No. 908296442794,** Wife of Late Raghunath Banerjee, by faith - Hindu, by Nationality – Indian, by occupation - Housewife, residing at 5/A, Sashi Bhusan Ghosh Lane, Serampore, Mahesh, P.O. Mahesh, Pin Code - 712202, P.S. Serampore, District – Hooghly, presently residing at 1F, Hill Apartment, 87, R.N. Tagore Road, Laldighi, Behind Disha Eye Hospital, P.O. Laldighi, P.S. Baharampur, Pin Code - 742101, District – Murshidabad; **AND 2. SMT. KUHU BANDYOPADHYAY alias SMT. KUHU LAHIRI, having PAN No. AJBPB0327R, Aadhaar No. 230470404124,** Daughter of Late Raghunath Banerjee, by faith - Hindu, by Nationality – Indian, by Occupation - Housewife, residing at 7A/1, H.M. Goswami Street, P.O. Mahesh, Pin Code - 712201 P.S. Serampore, District – Hooghly; **AND 3. SRI BIPLAB BANDYOPADHYAY, having PAN No. AFJPB1156J, Aadhaar No.704988071727,** Son of Late Raghunath Bandyopadhyay, by faith - Hindu, by Nationality – Indian, by Occupation – Service holder, residing at 5/A, Sashi Bhusan Ghosh Lane, Serampore, Mahesh, P.O. Mahesh, Pin Code - 712201 P.S. Serampore, District – Hooghly, presently residing at 1F, Hill Apartment, 87, R.N. Tagore Road, Laldighi, Behind Disha Eye Hospital,

P.O. Laldighi, P.S. Baharampur, Pin Code - 742101, District - Murshidabad ; hereinafter called and referred to as the **"PRINCIPALS"** of the **SEND GREETINGS;**

WHEREAS We seized and possessed of and/or otherwise well sufficiently entitled to in free simple possession of undivided proportionate share of **ALL THAT** piece and parcel of **Bastu Land,** admeasuring an area of undivided **10(Ten) Chittaks,** be the same a little more or less, out of total **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of **5(Five) Cottahas,** be the same a little more or less, together with undivided **481 Sq.ft. of pucca structure**, be the same a little more or less, out of total **3850 Sq.ft. pucca two storied Building** standing thereon, be the same a little more or less, i.e., the joint and absolute Owners of undivided 1/8th share of entire Property at Premises Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding Nos. 37 and 38 respectively, of the Baranagar Municipality, District of North 24 Parganas, lying and situated at Mouza – Bonhooghly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding Nos. 37 and 38 respectively, of the Baranagar Municipality, District of North 24 Parganas and hereinafter for the sake of brevity referred to as the **"SAID PROPERTY",** more fully and/or particularly mentioned and/or described in the **Second Schedule** written hereunder, and also with all right, title interest and free from all charges, lien, lis-pendens, claims and adverse claims whatsoever and the said property is free from all encumbrances over which we have all transferable rights.

AND WHEREAS we, the present Executants herein, executed a Development Agreement of the underwritten Scheduled property with **SRI ABHISHEK DAS**(Promoter-Developer).

AND WHEREAS It is necessary and also expedient for us to appoint an agent and/or agents to look after our undivided property as mentioned in the Second Schedule as written hereunder and take all steps regarding development of the aforesaid property and also as per terms and conditions of the Development Agreement as are required in respect the property mentioned in the schedule as well as for taking all necessary steps for land in question on our behalf.

NOW KNOW ALL MEN BY THESE PRESENTS We, the executants herein, the joint Owners of undivided 1/8th share of entire Property at Premises Nos. 39, Institute Lane & 40, Institute Lane, Kolkata – 700035, within the local limits of Baranagar Municipality, Ward No. 10, Holding Nos.37 and 38 respectively, in the District of North 24 Parganas, do hereby and hereunder nominate and appoint **SRI ABHISHEK DAS,** having **PAN No. AMRPD3566B & AADHAAR No. 592323856662,** Son of Late Sukumar Das, by faith – Hindu, by nationality – Indian, by occupation – Businessman, residing at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas; the sole Proprietor of **"SUK CONSTRUCTION"** "a Proprietorship Firm" having it's **PAN No. AMRPD3566B**, carrying on its business at 2, Ray Jatindranath Chowdhury Lane, P.O. & P.S. Baranagar, Kolkata – 700036, District – North 24 Parganas, **Promoter & Developer,** as my true and lawful attorney, for me, in my name and on our behalf to do and execute all or any of the following acts, deeds and things viz.;

1. To sign and execute all Deeds of Conveyance and all Agreements for Sale to the prospective buyers and/or purchasers of the Apartments/ Buildings in respect of the Developer's Allocation area as per terms of the Development Agreement of Premises No. 39, Institute Lane & 40, Institute

Lane, Kolkata – 700035, within the local limits of Baranagar Municipality, Ward No. 10, Holding Nos. 37 and 38 respectively, in the District of North 24 Parganas, or part thereof on our behalf as our authorised agent as also shall be entitled to receive the earnest money and/or part payment of the consideration money or full consideration money from such prospective buyers and/or Purchasers of the said property or part thereof, in respect of the Developer's Allocation area.

2. To work, manage, control, develop, construct and supervise our aforesaid landed property which is specifically mentioned in the Schedule herein written in our names and on our behalf.

3. To prepare plans for development of the said property and to submit the same to Baranagar Municipality and other concerned authorities for obtaining approval to the same and any amendments hereto, on our behalf.

4. To enter upon the land and premises with men and material and to do all things necessary for demolition and/or constructing the multi-storied building and to apply for and obtain from the authorities concerned permits for cement, steel and other materials, water supply, electricity connections and all other things necessary for the carrying out the said construction work.

5. To apply for and obtain electricity, water connection, and Telephone Connection, from the CESC Limited and other Authority and/or competent authority and to execute necessary documents in respect of a portion of the said premises for installation of electrical for supply to the entire apartments buildings and to install separate meters for each apartment, and also other necessary instruments.

6. To apply and obtain from Government Departments and Municipality no objection certificate, permission and/or sanction for carrying out the construction of the said buildings completion thereof, exception certificate, completion certificate and occupation certificate in respect of the said multi-storied apartments/ buildings.

7. To appear for us in any Court of law whatsoever or all office of the Government, the Concerned Municipality/Corporation or any office or Authority thereof and to being, commence, prosecute and defend all actions, suits, cases, proceedings, applications that are or may be against ourselves in respect of our said property and to that effect to appoint pleader, lawyer, advocates or solicitor in our names and on our behalf and to dismiss if necessary and to execute any such Power of Attorney or Vakalatnama as the nature of the case may be and to sign on Vakalatnama, Written Statements, papers and documents on our behalf, as and when shall be required.

8. To compromise, compound and withdraw cases or be non suited or to refer to arbitration all disputes and differences arising out of the said property and to withdraw and to receive documents or money from any Court and/ or office and to take financial assistance as a creditor from any financial institute / Co-operative Bank/ Nationalised Bank if necessary.

9. To appear before any Notary Public, Registrar of Assurances, District Registrar, Additional District Sub- Registrar, Metropolitan or other officers or other authorities having jurisdiction and to acknowledge and/or to register and having registered and prefer all Deeds, Instruments, Writings in connection with the Said Property or Flat or Apartment or unit or part thereof in respect of Developer's Allocation area of the Scheduled property.

We do hereby agree to ratify and confirm all acts, deeds or things my Attorney shall do, execute or perform and to be done, executed or performed in connection with the said property and any part thereof notwithstanding no express power is hereunder provided.

-: THE FIRST SCHEDULE ABOVE REFERRED TO:-

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of Bastu Land, admeasuring an area of **5(Five) Cottahas,** be the same a little more or less, [**ALL THAT** piece and parcel of Bastu Land, admeasuring an area of 2(Two) Cottahas, be the same a little more or less, at Premises No. 39 Sashipada Institute Lane, Kolkata – 700035, and **ALL THAT** piece and parcel of Bastu Land, admeasuring an area of 3(Three) Cottahas, be the same a little more or less, at Premises Nos. 40, Sashipada Institute Lane], the two adjacent Plot of Lands, together with total 3850 Sq.ft. Two storied Building standing thereon, be the same a little more or less, lying and situated at Mouza – Bonhooghly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding Nos. 37 and 38 respectively, of the Baranagar Municipality, District of North 24 Parganas, Additional District Sub-Registration Office Cossipore Dum Dum and the said Property is butted and bounded by :-

SUK CONSTRUCTION
Proprietor

Kuhu Bandyopadhyay, Sahiri
Bipla Bandyopadhyay

On the North : Land of Bhutnath Das ;

On the South : Land of Abhaya Dasi ;

On the East : Land of Chapa Dasi ;

On the West : Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE PROPERTY UNDER DEVELOPMENT

ALL THAT piece and parcel of **Bastu Land,** admeasuring an area of undivided **10(Ten) Chittaks,** be the same a little more or less, out of total **ALL THAT**

piece and parcel of Bastu Land, admeasuring an area of **5(Five) Cottahas,** be the same a little more or less, together with undivided **481 Sq.ft. of pucca structure**, be the same a little more or less, out of total **3850 Sq.ft. pucca two storied Building** standing thereon, be the same a little more or less, lying and situated at Mouza – Bonhooghly, J.L. No. 6, in Dag No. 1942, Khatian No. 411, Kolkata – 700035, P.O. Alambazar, Police Station – Baranagar, within the local limits of Ward No. 10, Holding Nos. 37 and 38 respectively, of the Baranagar Municipality, District of North 24 Parganas, Additional District Sub-Registration Office Cossipore Dum Dum.

SUK CONSTRUCTION
Proprietor

-: **THE THIRD SCHEDULE ABOVE REFERREED TO** :-

Land-Owner's Allocation :

The Land Owners nos. 1,2 and 3, namely Smt. **Lily Banerjee, Smt. Kuhu Bandyopadhyay alias Smt. Kuhu Lahiri, and Sri Biplab Bandyapadhyay** shall jointly get One self-contained residential Flat, admeasuring an area of **630 Sq.ft.**(covered area, with proportionate share of staircase and Lift well), be the same a little more or less, on the **Third Floor, North-East side**, consisting of 2(Two) Bed rooms, 1(one) Dining, 1(one) Kitchen and 2(Two) Toilets and the Land owners shall jointly get an amount of Rs.3,00,000/- (Three Lakhs only) from the Developer herein at the time of possession of the newly constructed flats.

AND the Land Owners shall not be entitled to get any other constructed area except the aforesaid Flat, nor shall they claim any money except aforesaid amount as their Owners' Allocation.

AND all other constructed area at the Property described in the Second Schedule written hereunder of the said multi- storied building at Premises

Nos. 39, Sashipada Institute Lane and 40, Sashipada Institute Lane Kolkata - 700035, P.O. Alambazar, P.S. Baranagar, District - North 24 Parganas, consisting of several Flats, Shops, Garages, units etc. (except Owners' Allocation), shall be considered as Developer's Allocation area.

That the Land Owners herein shall receive the Land Owners' Allocation area jointly and after receiving the Owners' Allocation area jointly with the other Land Owners of the Property described in the First Schedule written hereunder, the Land Owners shall execute Gift Deed/s or Partition Deed/s between themselves and from that date the aforesaid Land Owners' Allocation area shall take effect.

-:THE FOURTH SCHEDULE ABOVE REFERRED TO:-

FOUNDATION

Isolated column foundation and multiple foundation of solid R.C.C. framed structure.

BRICK WORK

Brick work 8"/5" and 3" with specified plaster.

FLOOR

All floor will be made by marble/Floor Tiles.

DOORS

The main Door of the Flat shall be made of Sagun wood and other doors will be flash doors, Frame will be 'Sal' wooden & toilet door will be PVC. Be it mentioned here that in front of main door one collapsible Gate by iron made will be installed.

WINDOWS

All windows will be made of Anodize window covered with grill fittings and sliding.

KITCHEN

i) Top: Granite stone, ii) Stand will be black stone, iii) one sink will be steel, iv) 3½' height glaze tiles from cooking top vi) 1 point of drinking water connection to the flat and water connection of submersible pump, vii) one exhaust connection.

TOILET

Marble flooring, Tiles of 6½' height on wall concealed pipe for water shower point, W.C. Cistern Point with ceramic tiles. Toilet door will be PVC door, one geyser point for each Bathroom. The underground septic Tank, sanitization system and the surface drain shall be as per Municipal sanction.

ELECTRIC WIRING

All wiring will be concealed and with modular switch. There will be 35 electric points for the Two rooms Flat and 45 electric points of the Three rooms Flat. All electric fittings must be branded company. In the case of two rooms one Ac point and Three rooms two AC points installed.

WATER SUPPLY

All flats will have water made available from overhead tank for 24 hours and water will be supplied from overhead tank of submersible deep tube well water. There will be One drinking water connection at the Kitchen of every Flat of Owners' Allocation area. There will be electric pump for supply of water from underground water tank to overhead tank. The sizes of under ground water tanks(both sweet water and submersible water) shall be as per Municipal sanction. The water pump shall be of reputed Company and shall have capacity of 2 HP.

WALL COATS

All the interior walls will be finished with a coat of plaster of Putti and outside of the building shall be coloured with weather coat colours.

BALCONY

There will be railing of Steel grill, measuring the height of the grill is 2½' of Balcony.

LIFT

Lift shall be installed at the expenses of the Developer. There shall be collapsible gate at Lift well of every Floor and the Lift. The Lift shall have capacity of 4 passengers.

CC TV

There will be C.C. T.V. connection for the Building.

After completion of the Building The vacant portion at the back side of the Ground Floor shall be used to keep bikes of the Flat Owners of the newly constructed Building.

EXTRA WORKS:

Any extra work other than specification as stated above shall be extra charge and such amount will be paid to the developers before execution of such work.

-: **THE FIFTH SCHEDULE ABOVE REFERRED TO:-**

Common areas and items

1. The ultimate Roof.
2. The stair case and landing space, the Lift well and the Lift.
3. All outside electrical fittings & fixtures.
4. Sewerage piles and areas.
5. The septic Tank, water Reservoir & overhead-water tank.
6. The Pump motor & fittings.
7. The main Entrance-Gate.
8. Common areas and easements upto sky.

IN WITNESSESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals the day, month and year above written.

SIGNED, SEALED AND DELIVERED

BY the PARTIES at Kolkata in

The Presence of:

1. Bholanath Das.
15/3, Bholanath math St.
KOL-700036

2. Arindam Saha,
100, S.S. Road,
KOL-30.

1. Lily Banerjee.

2. Kuhu Bandyopadhyay, Lahiri

3. Biplab Bandyopadhyay

SIGNATURE OF THE LAND OWNERS

SUK CONSTRUCTION
Abhijit Dm
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by:
Debishree Chattopadhyay,
Advocate,
WB/240/2003.

Debishree Chattopadhyay,
Advocate,
District Judges' Court, Barasat,
1st Floor, Civil Bar Association.

Addl. District Sub-Registrar
Cossipore, Dum Dum

26 AUG 2023

SPECIMEN FORM FOR TEN FINGERPRINTS

PAGE NO. .

Lilly Banerjee

Lilly Banerjee

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Kuhu Bandyopadhyay Lahiri

Kuhu Bandyopadhyay Lahiri

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Biplab Bandyopadhyay

Biplab Bandyopadhyay

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Abhisek Dm

Abhisek Dm

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM, District Name :North 24-Parganas

Signature / LTI Sheet of Query No/Year 15062002128092/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs LILY BANERJEE 5/A, SASHI BHUSAN GHOSH LANE, SERAMPORE, City:- Not Specified, P.O:- MAHESH, P.S:- Serampur, District:- Hooghly, West Bengal, India, PIN:- 712202	Land Lord			Lily Banerjee 26.8.23.
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr ABHISHEK DAS 2, RAY JATINDRANATH CHOWDHURY LANE, City:- Baranagar, P.O:- BARANAGAR, P.S:- Baranagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700036	Representative of Developer [SUK CONSTRUCTION]			Abhishek Das 26/08/23

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mrs KUHU BANDYOPADHYAY Alias Mrs KUHU LAHIRI 7A/1, H.M.GOSWAMI STREET, City:- Serampore, P.O:- MAHESH, P.S:- Serampur, District:- Hooghly, West Bengal, India, PIN:- 712201	Land Lord			Kuhu Bandyopadhyay Lahiri 26.08.23

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr BIPLAB BANDYOPADHYAY 5/A, SASHI BHUSAN GHOSH LANE, SERAMPORE, City:- Not Specified, P.O:- MAHESH, P.S:- Serampur, District:- Hooghly, West Bengal, India, PIN:- 712202	Land Lord			Biplab Bandyopadhyay 26.08.23

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr ARINDAM SAHA Son of Mr GOPESH CHANDRA SAHA 547, NETAJI COLONY, City:- Baranagar, P.O:- NOAPARA, P.S:- Baranagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700090	Mrs LILY BANERJEE, , , , , , , Mr ABHISHEK DAS			Arindam Saha. 26.8.23.

(Kaustava Dey)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
COSSIPORE DUMDUM

Addl. District Sub-Registrar
Cossipore, Dum Dum

North 24-Parganas, West Bengal

Addl. District Sub-Registrar
Cossipore, Dum Dum

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

192023240186712001

GRN Details

GRN:	192023240186712001	**Payment Mode:**	Online Payment
GRN Date:	24/08/2023 17:15:54	**Bank/Gateway:**	State Bank of India
BRN :	CKX7824440	**BRN Date:**	24/08/2023 17:16:43
GRIPS Payment ID:	240820232018671199	**Payment Init. Date:**	24/08/2023 17:15:54
Payment Status:	Successful	**Payment Ref. No:**	2002128092/9/2023 [Query No/*/Query Year]

Depositor Details

Depositor's Name:	DEBISHREE CHATTOPADHYAY
Address:	BARASAT
Mobile:	9239880397
Depositor Status:	Buyer/Claimants
Query No:	2002128092
Applicant's Name:	Mr DEBISHREE CHATTOPADHYAY
Address:	A.D.S.R. COSSIPORE DUMDUM
Office Name:	A.D.S.R. COSSIPORE DUMDUM
Identification No:	2002128092/9/2023
Remarks:	Sale, Development Agreement or Construction agreement Payment No 9
Period From (dd/mm/yyyy):	24/08/2023
Period To (dd/mm/yyyy):	24/08/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002128092/9/2023	Property Registration- Stamp duty	0030-02-103-003-02	4970
2	2002128092/9/2023	Property Registration- Registration Fees	0030-03-104-001-16	28
			Total	**4998**

IN WORDS: **FOUR THOUSAND NINE HUNDRED NINETY EIGHT ONLY.**

PAID

Major Information of the Deed

o :	I-1506-09443/2023	Date of Registration	28/08/2023
y No / Year	1506-2002128092/2023	Office where deed is registered	
ry Date	20/08/2023 3:23:13 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
pplicant Name, Address Other Details	DEBISHREE CHATTOPADHYAY DISTRICT JUDGES COURT, BARASAT,Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 6291482514, Status :Advocate		
ansaction		Additional Transaction	
110] Sale, Development Agreement or Construction reement		[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
et Forth value		Market Value	
s. 3/-		Rs. 10,75,933/-	
tampduty Paid(SD)		Registration Fee Paid	
s. 5,070/- (Article:48(g))		Rs. 28/- (Article:E, E, E)	
emarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: Sashipada Institute Lane, Mouza: Bon-Hoogly, Premises No: 39, , Ward No: 10, Holding No:37 Jl No: 0, Pin Code : 700035

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1942	RS-411	Bastu	Bastu	4 Chatak	1/-	3,03,750/-	Property is on Road Adjacent to Metal Road,

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: Sashipada Institute Lane, Mouza: Bon-Hoogly, , Ward No: 10, Holding No:38 Jl No: 0, Pin Code : 700035

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	RS-1942	RS-411	Bastu	Bastu	6 Chatak	1/-	4,55,625/-	Property is on Road Adjacent to Metal Road,
	Grand Total :				1.0313Dec	2 /-	7,59,375 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	481 Sq Ft.	1/-	3,16,558/-	Structure Type: Structure
	Gr. Floor, Area of floor : 241 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 240 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete				
	Total :	481 sq ft	1 /-	3,16,558 /-	

nd Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mrs LILY BANERJEE** Wife of Late RAGHUNATH BANERJEE 5/A, SASHI BHUSAN GHOSH LANE, SERAMPORE, City:- Not Specified, P.O:- MAHESH, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AYxxxxxx3Q, Aadhaar No: 90xxxxxxxx2794, Status :Individual, Executed by: Self, Date of Execution: 26/08/2023 , Admitted by: Self, Date of Admission: 26/08/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 26/08/2023 , Admitted by: Self, Date of Admission: 26/08/2023 ,Place : Pvt. Residence
2	**Mrs KUHU BANDYOPADHYAY, (Alias: Mrs KUHU LAHIRI)** Daughter of Late RAGHUNATH BANERJEE 7A/1, H.M.GOSWAMI STREET, City:- Serampore, P.O:- MAHESH, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712201 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AJxxxxxx7R, Aadhaar No: 23xxxxxxxx4124, Status :Individual, Executed by: Self, Date of Execution: 26/08/2023 , Admitted by: Self, Date of Admission: 26/08/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 26/08/2023 , Admitted by: Self, Date of Admission: 26/08/2023 ,Place : Pvt. Residence
3	**Mr BIPLAB BANDYOPADHYAY** Son of Late RAGHUNATH BANDYOPADHYAY 5/A, SASHI BHUSAN GHOSH LANE, SERAMPORE, City:- Not Specified, P.O:- MAHESH, P.S:-Serampur, District:-Hooghly, West Bengal, India, PIN:- 712202 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AFxxxxxx6J, Aadhaar No: 70xxxxxxxx1727, Status :Individual, Executed by: Self, Date of Execution: 26/08/2023 , Admitted by: Self, Date of Admission: 26/08/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 26/08/2023 , Admitted by: Self, Date of Admission: 26/08/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**SUK CONSTRUCTION** 2, RAY JATINDRANATH CHOWDHURY LANE, City:- Baranagar, P.O:- BARANAGAR, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036 , PAN No.:: AMxxxxxx6B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr ABHISHEK DAS (Presentant)** Son of Late SUKUMAR DAS 2, RAY JATINDRANATH CHOWDHURY LANE, City:- Baranagar, P.O:- BARANAGAR, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx6B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SUK CONSTRUCTION (as DEVELOPER)

Details :

	Photo	Finger Print	Signature
NDAM SAHA Mr GOPESH CHANDRA SAHA ETAJI COLONY, City:- Baranagar, NOAPARA, P.S:-Baranagar, ict:-North 24-Parganas, West Bengal, a, PIN:- 700090			

dentifier Of Mrs LILY BANERJEE, Mr ABHISHEK DAS, Mrs KUHU BANDYOPADHYAY, Mr BIPLAB BANDYOPADHYAY

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs LILY BANERJEE	SUK CONSTRUCTION-0.1375 Dec
2	Mrs KUHU BANDYOPADHYAY	SUK CONSTRUCTION-0.1375 Dec
3	Mr BIPLAB BANDYOPADHYAY	SUK CONSTRUCTION-0.1375 Dec

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mrs LILY BANERJEE	SUK CONSTRUCTION-0.20625 Dec
2	Mrs KUHU BANDYOPADHYAY	SUK CONSTRUCTION-0.20625 Dec
3	Mr BIPLAB BANDYOPADHYAY	SUK CONSTRUCTION-0.20625 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs LILY BANERJEE	SUK CONSTRUCTION-160.33333300 Sq Ft
2	Mrs KUHU BANDYOPADHYAY	SUK CONSTRUCTION-160.33333300 Sq Ft
3	Mr BIPLAB BANDYOPADHYAY	SUK CONSTRUCTION-160.33333300 Sq Ft

Endorsement For Deed Number : I - 150609443 / 2023

-2023

cate of Market Value(WB PUVI rules of 2001)

ed that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,933/-

Kaustava Dey

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
North 24-Parganas, West Bengal

On 26-08-2023

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

Presented for registration at 12:45 hrs on 26-08-2023, at the Private residence by Mr ABHISHEK DAS ,.

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

Execution is admitted on 26/08/2023 by 1. Mrs LILY BANERJEE, Wife of Late RAGHUNATH BANERJEE, 5/A, SASHI BHUSAN GHOSH LANE, SERAMPORE, P.O: MAHESH, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712202, by caste Hindu, by Profession House wife, 2. Mrs KUHU BANDYOPADHYAY, Alias Mrs KUHU LAHIRI, Daughter of Late RAGHUNATH BANERJEE, 7A/1, H.M.GOSWAMI STREET, P.O: MAHESH, Thana: Serampur, , City/Town: SERAMPORE, Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by Profession House wife, 3. Mr BIPLAB BANDYOPADHYAY, Son of Late RAGHUNATH BANDYOPADHYAY, 5/A, SASHI BHUSAN GHOSH LANE, SERAMPORE, P.O: MAHESH, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712202, by caste Hindu, by Profession Service

Indetified by Mr ARINDAM SAHA, , , Son of Mr GOPESH CHANDRA SAHA, 547, NETAJI COLONY, P.O: NOAPARA, Thana: Baranagar, , City/Town: BARANAGAR, North 24-Parganas, WEST BENGAL, India, PIN - 700090, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 26-08-2023 by Mr ABHISHEK DAS, DEVELOPER, SUK CONSTRUCTION (Sole Proprietoship), 2, RAY JATINDRANATH CHOWDHURY LANE, City:- Baranagar, P.O:- BARANAGAR, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036

Indetified by Mr ARINDAM SAHA, , , Son of Mr GOPESH CHANDRA SAHA, 547, NETAJI COLONY, P.O: NOAPARA, Thana: Baranagar, , City/Town: BARANAGAR, North 24-Parganas, WEST BENGAL, India, PIN - 700090, by caste Hindu, by profession Law Clerk

Kaustava Dey

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
North 24-Parganas, West Bengal

On 28-08-2023

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.

Fees

That required Registration Fees payable for this document is Rs 28.00/- (E = Rs 28.00/-) and Registration Fee paid by Cash Rs 0.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/08/2023 5:16PM with Govt. Ref. No: 192023240186712001 on 24-08-2023, Amount Rs: 28/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKX7824440 on 24-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,070/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 4,970/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3873, Amount: Rs.100.00/-, Date of Purchase: 16/05/2023, Vendor name: J Biswas

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/08/2023 5:16PM with Govt. Ref. No: 192023240186712001 on 24-08-2023, Amount Rs: 4,970/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKX7824440 on 24-08-2023, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
North 24-Parganas, West Bengal

e of Registration under section 60 and Rule 69.

red in Book - I

e number 1506-2023, Page from 271565 to 271607

g No 150609443 for the year 2023.

Seal of the Additional District Sub-Registrar, Cossipore Dumdum, District North 24 Parganas

Digitally signed by KAUSTAVA DEY
Date: 2023.08.31 10:48:51 +05:30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 2023/08/31 10:48:51 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)