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VC 4233/2022

I-15536/22



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

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

27.09.22

DEVELOPMENT AGREEMENT ALONG WITH

DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT POWER

OF ATTORNEY is made on this 23rd day of September,

Two Thousand Twenty Two (2022) BETWEEN

(1) **SMT. NUPUR DASGUPTA, PAN : ALAPG9689A, Aadhaar No. 9293 4093 0323**, wife of Sri Anindya Dasgupta, daughter of Late Ajit Sengupta, by Nationality - Indian, by faith - Hindu, by occupation - Housewife, residing at 140, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700075, (2) **SMT. RUPA DHAR CHOWDHURY, PAN : AEFPC6731B, Aadhaar No. 9761 9197 9823**, wife of Sri Goutam Dhar Chowdhury, daughter of Late Ajit Sengupta, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, (3) **SMT. JUTHIKA SENGUPTA, PAN : FLTPS4404M, Aadhaar No. 6574 5062 8448**, wife of Late Basudev Sengupta alias Late Basudeb Sengupta, by Nationality - Indian, by faith - Hindu, by occupation - Retired Person, residing at D/59, Baghajatin Station Road, P.O. Jadavpur University, P.S. Jadavpur, Kolkata - 700032, AND (4) **SRI DEBASIS SENGUPTA, PAN : AQHPS3711K, Aadhaar No. 4934 8299 3020**, son of Late Basudev Sengupta alias Late Basudeb Sengupta, by Nationality - Indian, by faith - Hindu, by occupation - Service, residing at D/59, Baghajatin Station Road, P.O. Jadavpur University, P.S. Jadavpur, Kolkata - 700032, hereinafter jointly called and referred to as the **OWNERS/LAND OWNERS** (which term or expression shall unless repugnant to or excluded by the context be deemed to mean and include their respective legal heirs, executors, successors, administrators, legal representatives and assigns), of the **ONE PART**.

A N D

MESSRS GAUTAM DHAR CHAUDHURI, a sole proprietorship business concern, having its office at E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, represented by its sole proprietor **SRI GAUTAM DHAR CHAUDHURI** alias **SRI GOUTAM DHARCHOUDHURY, PAN : ADFPD1340Q, Aadhaar No. 3361 6098 8960**, son of Late Sisir Kumar Dhar Chaudhuri, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded

by or repugnant to the context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives, successors-in-interest, successors-in-office and successors-in-assigns) of the **OTHER PART**.

WHEREAS after the partition of India, a large number of residents of former East Pakistan, now Bangladesh crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control;

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal;

AND WHEREAS a considerable number of such people was compelled by circumstances to use vacant land in the urban area for homestead purposes;

AND WHEREAS Sri Ajit Sengupta and Sri Basudeb Sengupta, both are sons of Late Bipin Behari Sengupta of Baghajatin Colony, Kolkata – 700032, were such persons who had come to use and occupy a piece and parcel of homestead land measuring 4 (four) Cottahs 01 (one) Chittacks 13 (thirteen) Sq.ft. more or less in E/P No. 461, S.P. No. 416, in C.S. Plot Nos. 23(P) and 24(P) of Mouza : Bademasar, J.L. No. 31, Sub-Registration Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas;

AND WHEREAS Sri Ajit Sengupta and Sri Basudeb Sengupta as refugees, displaced from East Pakistan, now Bangladesh, approached the Government of West Bengal for a plot of land for their rehabilitation with their family;

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan now Bangladesh acquired land in C.S. Plot Nos. 23(P) and 24(P), of Mouza : Bademasar, Police Station – Jadavpur, in the Urban area under the provision of L.D.P. Act, 1948 / L.A. Act 1 of 1894 including the plot under the occupation of Sri Ajit Sengupta and Sri Basudeb Sengupta;

AND WHEREAS the State of West Bengal decided to make a gift of the aforesaid plot of land in occupation of Sri Ajit Sengupta and Sri Basudeb Sengupta, so as to confer absolute right, title and interest to Sri Ajit Sengupta and Sri Basudeb Sengupta in the said land;

AND WHEREAS in pursuance of the said decision, the Governor of the State of West Bengal by a registered **Deed of Gift** dated **04/04/1989** gave, granted and transferred absolutely to Sri Ajit Sengupta and Sri Basudeb Sengupta **ALL THAT** the land measuring about **4 (four) Cottahs 01 (one) Chittacks 13 (thirteen) Sq.ft.** more or less in E/P No. 461, S.P. No. 416, in C.S. Plot Nos. 23(P) and 24(P) of Mouza : Bademasar, J.L. No. 31, Sub-Registration Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas. The said deed was registered in the Office of the Additional District Registrar at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 26, Pages from 289 to 292, **being No. 1948, for the year 1989;**

AND WHEREAS after accepting the said gift, Sri Ajit Sengupta and Sri Basudeb Sengupta became the joint owners of the said property and as such owners duly **mutated** their names before then the Calcutta Municipal Corporation now the Kolkata Municipal Corporation (K.M.C.). The said property subsequently came to be known and numbered as the **K.M.C. Premises No. 164, Baghajatin Block 'D'**, Assessee No. 31-102-02-0164-6, in the K.M.C. Ward No. 102, Police Station – Jadavpur, Kolkata – 700032, under the Kolkata Municipal Corporation;

AND WHEREAS Sri Ajit Sengupta and Sri Basudeb Sengupta, since deceased, were lawful **joint owners** of the aforesaid homestead land measuring about 4 (four) Cottahs 01 (one) Chittacks 13 (thirteen) Sq.ft. more or less, with structure standing thereon, lying and situated in E/P No. 461, S.P. No. 416, in C.S. Plot Nos. 23(P) and 24(P) of Mouza : Bademasar, J.L. No. 31, Sub-Registration Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), within the K.M.C. Ward No. 102, being the K.M.C. Premises No. 164, Baghajatin Block 'D', Assessee No. 31-102-02-0164-6, and mailing address D/59,

Baghajatin Station Road, P.O. Jadavpur University, Kolkata – 700032, and they had free clear and marketable title, free from all encumbrances, on which each having **undivided 50% share**;

AND WHEREAS during peaceful possession on the aforesaid property, said Basudeb Sengupta alias Basudev Sengupta, **died** intestate on **15/01/1991**, leaving behind his wife namely Smt. Juthika Sengupta and son Sri Debasis Sengupta (the **Owner Nos. 3 & 4** herein), as his only legal heirs and successors, who jointly inherited the **undivided 50% share** of the aforesaid property, which belonged to said Basudeb Sengupta alias Basudev Sengupta, since deceased, accordingly to the Hindu Succession Act, 1956;

AND WHEREAS said Sri Ajit Sengupta and Smt. Juthika Sengupta and Sri Debasis Sengupta, in order to avoid any possibilities of ruinous litigations and misunderstanding between themselves and to live in peace and for their better enjoyment and effective use of the aforesaid property, they executed and registered an **Amicable Partition Deed** (in Bengali script) in respect of the aforesaid property on **15/03/2010** and registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas and recorded in Book No. I, CD Volume No. 9, Pages from 1401 to 1416, **being No. 01912, for the year 2010**. It is noted that common area measuring about 100 Sq.ft. more or less out of total land was not partitioned subject;

AND WHEREAS by aforesaid Amicable Partition Deed dated 15/03/2010, said Sri Ajit Sengupta alias Sri Ajit Kumar Sengupta became absolute sole owner of demarcated land measuring about 1 (one) Cottahs 15 (fifteen) Chittacks 24 (twenty four) Sq.ft. more or less with 100 Sq.ft. more or less structure standing thereon, lying and situated in E/P No. 461, S.P. No. 416, in C.S. Plot Nos. 23(P) and 24(P) of Mouza : Bademasar, J.L. No. 31, Sub-Registration Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas, along with all easement rights therein which are mentioned in the **Schedule 'Kha'** as the **PLOT-A** from the **Western** part of the aforesaid entire property, morefully

mentioned in the aforesaid Deed of Partition dated 15/03/2010 with depicted with **Green** border line in the annexed map or plan thereto, and he **mutated** his name with the Kolkata Municipal Corporation (K.M.C.) in respect of his aforesaid allotted property, which is known and numbered as the **K.M.C. Premises No. 164, Baghajatin Block 'D'**, Assessee No. 31-102-02-0164-6, within the K.M.C. Ward No. 102, Kolkata – 700032, and said Sri Ajit Sengupta, since deceased, enjoyed the same exclusively with undivided 50% of common area measuring about 100 Sq.ft. more or less with Smt. Juthika Sengupta and Sri Debasis Sengupta, free from all encumbrances, charges, encumbrances and attachments whatsoever;

AND WHEREAS said Ajit Sengupta alias Ajit Kumar Sengupta died intestate on 07/04/2019 leaving behind his two married daughters namely Smt. Nupur Dasgupta and Smt. Rupa Dhar Chowdhury (the **Owner Nos. 1 & 2** herein), as his only legal heirs and successors, who jointly **inherited** the aforesaid property of said Ajit Sengupta as per law of the Hindu Succession Act, 1956 and each has undivided 50% share on the said inherited property, and they constructed pucca structure measuring about 240 sq.ft. more or less on their said land. It is noted that Ajit Kumar Sengupta's wife Ila Sengupta predeceased on 07/07/2011;

AND WHEREAS by aforesaid Amicable Partition Deed dated 15/03/2010, Smt. Juthika Sengupta and Sri Debasis Sengupta became absolute joint owners of demarcated land measuring about 1 (one) Cottahs 15 (fifteen) Chittacks 24 (twenty four) Sq.ft. more or less with 100 Sq.ft. more or less structure standing thereon, lying and situated in E/P No. 461, S.P. No. 416, in C.S. Plot Nos. 23(P) and 24(P) of Mouza : Bademasar, J.L. No. 31, Sub-Registration Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas, along with all easement rights therein which are mentioned in the **Schedule 'Gha'** as the **PLOT-B** from the **Eastern** part of the aforesaid entire property, morefully mentioned in the aforesaid Deed of Partition dated 15/03/2010 with depicted with **Red** border line in the annexed map or plan thereto, and they **mutated** their

names with the Kolkata Municipal Corporation (K.M.C.) in respect of their aforesaid allotted property, which is known and numbered as the **K.M.C. Premises No. 164, Baghajatin Block 'D'**, Assessee No. 31-102-02-0625-5, within the K.M.C. Ward No. 102, Kolkata – 700032, and Smt. Juthika Sengupta and Sri Debasis Sengupta, enjoy the same exclusively with undivided 50% of common area measuring about 100 Sq.ft. more or less with said Ajit Sengupta and thereafter his legal heirs i.e. Smt. Nupur Dasgupta and Smt. Rupa Dhar Chowdhury, free from all encumbrances, charges, encumbrances and attachments whatsoever, and they constructed pucca structure measuring about 240 Sq.ft. more or less on their said land;

AND WHEREAS the aforesaid two properties are situated contiguous to each other and the Land Owners herein are relatives and jointly intended to enjoy property by them and for that they decided to amalgamate the two properties as a single holding/premises by way of amalgamation with a view to proper utilization of the said two properties for their better use and enjoyment, they executed a **Deed of Amalgamation** on **21/09/2022** which was registered in the Office of the District Sub-Registrar-III at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1603-2022, being No. 1603.15534, for the year 2022 and the Land Owners herein became absolute joint owners of ALL THAT piece and parcel of homestead land containing a net area of 4 (four) Cottahs 01 (one) Chittacks 13 (thirteen) Sq.ft. more or less with two 240 Sq.ft. pucca residential structure with cemented flooring standing thereon, lying and situated in E/P No. 461, S.P. No. 416, in C.S. Plot Nos. 23(P) and 24(P) of Mouza : Bademasar, J.L. No. 31, Sub-Registration Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), within the K.M.C. Ward No. 102, being the K.M.C. Premises No. 164, Baghajatin Block 'D', Assessee Nos. 31-102-02-0164-6 & 31-102-02-0625-5, and mailing address D/59, Baghajatin Station Road, P.O. Jadavpur University, Kolkata – 700032, and entire this property hereinafter referred to as the **said land/said premises** which is morefully described in the **Schedule 'A'** hereunder written;

Debasis Sengupta

AND WHEREAS the Land Owners herein are very much desirous to construct a Ground Plus Four Storied building on their **said land/said premises**, but they have no such experience in this matter and so the Land Owners approached the Developer herein to make construction of a new Ground Plus Four Storied building as per building plan to be sanctioned by The Kolkata Municipal Corporation;

AND WHEREAS the Land Owners herein represented to the Developer herein of their intention to develop their **said land/said premises**, through the Developer herein and the title of the Land Owners is free clear and marketable and free from all encumbrances;

AND WHEREAS relying on the aforesaid representation of the Land Owners herein, the Developer herein agreed to develop the **said land/said premises** more fully mentioned in the Schedule 'A' hereunder written;

AND WHEREAS the Land Owners herein and the Developer herein enter into this Indenture in respect of the **said land/said premises** on the terms of conditions as contained hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :

ARTICLE - I

DEFINITIONS

A. In this agreement unless it be contrary or repugnant to the subject or context be following words and/or expressions shall mean as follows :-

i) "The OWNERS" shall mean the Land Owners above named and their respective legal heirs, executors, administrators, successors, legal representatives, nominees and assigns.

- ii) "The DEVELOPER" shall mean the Developer above named and its executors, administrators, legal representatives, successors-in-interest, successors-in-office and assigns.
- iii) "The LAND/PREMISES" shall mean **ALL THAT** piece and parcel of homestead land measuring about 4 (four) Cottahs 01 (one) Chittacks 13 (thirteen) Sq.ft. more or less with two 240 Sq.ft. pucca residential structure with cemented flooring standing thereon, lying and situated in E/P No. 461, S.P. No. 416, in C.S. Plot Nos. 23(P) and 24(P) of Mouza : Bademasar, J.L. No. 31, Sub-Registration Office at Alipore, Police Station – Jadavpur, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), within the K.M.C. Ward No. 102, being the K.M.C. Premises No. 164, Baghajatin Block 'D', Assessee Nos. 31-102-02-0164-6 & 31-102-02-0625-5, and mailing address D/59, Baghajatin Station Road, P.O. Jadavpur University, Kolkata – 700032, as morefully described in the Schedule 'A' hereunder written on which the proposed building is to be constructed as per the Kolkata Municipal Corporation sanctioned building plan.
- iv) "The LBS/ARCHITECT" shall mean such LBS/Architect, the Developer may, from time to time, appoint as Architect for the proposed building.
- v) "The BUILDING PLAN" shall mean the plan, sanctioned by the Kolkata Municipal Corporation and/or revised building plan as to be sanctioned in respect of the **said land** and shall also wherever the context permits, includes such plans modified or revised, drawings, elevations and specification as are prepared by the LBS/Architect including variation/modification therein if any.
- vi) "The NEW BUILDING" shall mean the G+IV storied building which will be constructed at the **said premises** by the Developer in pursuance hereof on the land described hereinabove.
- vii) "The CONSTRUCTIONAL HABITABLE AREA" herein shall mean the habitable and/or saleable areas of the new building.

- viii) "The OWNERS' ALLOCATION" is more fully described in the **Schedule 'B'** hereunder written.
- ix) "The DEVELOPER'S ALLOCATION" is more fully described in the **Schedule 'C'** hereunder written.
- x) "The COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance of the building and the Premises after obtaining peaceful possession of the new proposed building by the individual Unit Owners.
- xi) "The COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas and installations to comprise in the new building and the premises, after the development, including staircase, lobbies, the ultimate roof, passage, facilities which may be mutually agreed upon and between the parties as required for the establishment locations enjoyment provisions maintenance and/or management of the building.
- xii) "The PROJECT" shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the development of the premises to be completed and possession of the completed Units are taken over by the Units Owners.
- xiii) "The PROPORTIONATE SHARE" with all its cognate variations shall mean such ratio the covered area of any unit or units be in relation to the covered area of all the units in the new building.
- xiv) "The UNIT" shall mean any flat or other covered area in the new building, which is capable of being exclusively owned used and/or enjoyed by any Unit Owner and which is not the common portions.
- xv) "The UNIT OWNER" shall mean any person who acquires, holds and/or owner any unit in the new building and shall include the Owners and the Developer, for the units held by them from time to time.

xvi) "The TIME" shall mean the Owners' allocation shall be completed within 36 (thirty six) months from the date of sanctioning of the building plan as well as the date of taking over vacant possession on the **said premises** whichever is later. If the proposed building shall not be completed within aforesaid 36 (thirty six) months then the Developer shall get further 6 (six) months for completion of the proposed building.

xvii) "The SOCIETY" shall mean the Society or Association to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided, that until such Association is formed the Developer would be entitled to collect the common expenses.

xviii) "The SPECIFICATIONS" shall mean the specifications for completely the new building as stated hereinafter below.

xix) "The TITLE DEEDS" shall mean all the deeds and documents in respect of the **said land / said premises**.

xx) "The ADVOCATE" to the project shall mean the Developer may from time to time, appoint as the Advocate for the project.

B. THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS:-

i) That the owners absolutely seize and possess of and/or otherwise well and sufficiently lawfully entitled to the said premises mentioned hereinabove.

ii) That the right title and interest of the Owners in the said premises mentioned hereinabove is free from all encumbrances and Owners have a clear marketable title to the same.

iii) That the entirety of the said premises mentioned hereinabove saves is in actual, have well demarcated physical possession of the owners.

- iv) That the Owners have not received any notice for acquisition or requisition of the said premises mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
- v) Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other public demand.
- vi) That the Owners have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said premises mentioned hereinabove or any part or portion thereof in favour of anyone other than in favour of the Developer herein.
- vii) That the Owners are not aware of any impediment affecting the premises mentioned hereinabove whereby they are in any way barred from entering into this agreement.
- viii) That the Owners are fully and sufficiently entitled to deal with, develop and/or dispose off the said premises mentioned hereinabove and thus enter into this Agreement.

ARTICLE – II

COMMENCEMENT

2.1 This agreement shall be in force from the date hereof and subsequently time may be extended during the duration of "FORCE MAJEURE".

2.2 This Agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in new proposed building by the Developer in the manner as provided herein.

ARTICLE – III

OWNERS' RIGHT & REPRESENTATION

3.1 The Owners are absolutely seize and possess of or otherwise well and sufficiently entitled to the said premises.

3.2 The said premises is free from all encumbrances and the Owners have a clear marketable right, title and interest in respect of the said premises.

3.3 The Owners handover or deliver to the Developer all original title deeds and all other documents relating to the said property which are in possession of the Owners at or before signing/execution of these presents or thereafter.

ARTICLE – IV

DEVELOPER'S RIGHT & REPRESENTATION

4.1 The Owners hereby grant subject to what has been herein under provided exclusive right to the Developer to develop the said premises and construct building at the said premises in accordance with the aforesaid building plan sanctioned by the Kolkata Municipal Corporation and/or by any other appropriate Authority with or without any amendment and/or modification.

4.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary amendment / revised plan from the Kolkata Municipal Corporation shall be prepared and submitted by the Developer on behalf of the Owners at the cost and expenses of the Developer and the Owners shall sign and execute all such plans and applications other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises.

4.3 That save and except the Owners' allotted portion the Developer has full rights to execute any agreement for sale and transfer and convey the Developer's allocation according to own choice.

ARTICLE - V
DEVELOPER'S OBLIGATION

- 5.1 The Building shall be created, constructed and completed by the Developer shall consist of the specification provided in hereunder.
- 5.2 The Developer shall construct and complete the building under its supervision and control.
- 5.3 All costs, charges, fees, statutory payments, taxes and expenses of whatsoever name called for erection, construction and completion of the said building its materials fittings and fixtures in all respect, including temporary and permanent connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be the responsibility and/or liability towards payment of any dues, liabilities costs, charges and expenses of the Developer. However to avoid any future doubts it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective Flat/Unit shall be borne by the concerned Unit owner and the Developer shall have no responsibility for the same.
- 5.4 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatsoever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owners shall have no concern with them and not be responsible or liable to pay wages and / or salary.
- 5.5 The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, architects and other by whatsoever name called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed building and every part

thereof and the Owners shall under no circumstances be deemed to be the employer of them.

ARTICLE - VI
OWNERS' OBLIGATION

- 6.1 The Owners herein shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavit and declaration as may be required from time to time for all or any permission consent, sanction or licence required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.
- 6.2 To provide the Developer with appropriate registered powers as are or may be required in connection with the Kolkata Municipal Corporation on behalf of the Owners related to the said premises herein, sanction, construction, erection, completion of the newly proposed building and to appear for and represent the Owners before all concerned authorities and to make sign and execute application, declarations and other relevant papers and documents to appropriate authorities for obtaining temporary and permanent connections of water, sewerage and electricity as may required time to time in accordance with the law and all costs and expenses in that respect shall be borne by the Developer and in this respect the Owners shall appoint the Developer herein as their attorney, to do all the acts, deeds and things for completion of the newly proposed building in and upon the aforesaid premises and sale and/or transfer the Developer's allocation to the intending Purchaser(s) or other(s).
- 6.3 The Owners herein shall provide the Developer with appropriate registered powers herein as may be required to negotiate all such terms for and to agree to sell and to sell above said Developer's allocation at the said premises to any intending purchaser/purchasers and at such price which the Developer in own discretion thinks fit and proper and to agree upon and to enter into any

agreement and/or agreements and/or sale deed and/or deed of conveyance for such sale or sales and/or any other agreements and/or to cancel and/or repudiate the same and to sign, execute and registry all the Deeds and appear before the registry office and receive the earnest money and/or consideration money.

ARTICLE – VII

7.1 The land upon which the said building shall be erected and, constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remains common, impartible, indivisible and undivided share as the Owners and the Developer shall be at liberty to deal with their allocated portion together with the undivided proportionate part of share of the land as well as common area and facilities in accordance with law.

7.2 That Indenture of Conveyance, Agreement for Sale, Sale Deed that may be required to be executed and registered by the Owners unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portion and/or any part thereof shall be prepared by the Developer's Advocate and the Owners shall only execute Indenture of Conveyance(s) unto and in favour of the Developer and/or its nominee or nominees as case may be subject to the terms and conditions provided herein.

ARTICLE – VIII

MISCELLANEOUS

8.1 This Agreement shall always be treated as an Agreement by and between "Principal" to "Principal". The Owners and the Developer have entered into the Agreement purely as a Contract and nothing contained herein shall be deemed to constructed or constitute as Partnership between the Owners and the Developer or an Association of Persons, nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owners or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive

permission and right in favour of the Developer to develop the same there under subject to the terms and conditions of these presents.

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

8.3 From the date of delivery of possession of the said premises by the Owners in favour of the Developer, the possession of the said premises along with the rights of the develop in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owners to the Developer in terms of this agreement.

8.4 All the dues, arrears of outstanding in respect of the said premises on account of the Kolkata Municipal Corporation and any other Competent Authority Taxes, levies whatsoever before signing of this Agreement, it shall be to the account of the Owners and the Owners bear all such expenses at first just after signing of this Agreement.

8.5 In case in future any defect or litigation problem or lacuna in the title of the Owners is found or any outstanding or liability in respect of the premises is found in such event, without prejudice to the Developer's other rights herein and/or under the law; to remove the defect or solve such litigation problem or clear the liability or bear and compensate the outstanding and loss of the Developer for any problem by the Owners herein at their own cost.

8.6 From the date of service of notice of completion of the Owners' allocation as per terms of this agreement supported by the KMC completion certificate from the Developer and delivery of possession thereof to the Owners, then the Owners shall pay the Municipal taxes and other liabilities in respect of the Owners allocation.

8.7 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.

8.8 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owners to their last known address or addresses intimating that the Owners' allocation area are completed. After expiry of 7 (seven) days from the date when the Developer service to the Owners a notice of completion of the Owners' allocation, it will be treated that the Owners have taken their possession in Owner's allocation in the proposed building.

8.9 The Developer demolished existing construction of the Owners herein, on the said land at Developer's own cost and the Developer had/has sole right on the said demolishing/broken materials of the said construction and on the said materials the Owners shall not have any claim.

8.10 That after execution of this Agreement, the Owners shall not enter any Agreement or transfer or charge or liens or assign the **said land** or any part or share of it which is fully mentioned and described in the Schedule 'A' hereunder written with/to any person(s) except the Developer herein.

ARTICLE – IX

FORCE MAJEURE

9.1 The parties hereto shall not be liable for any obligation herein under to the extent the performance of the relative obligations, prevented by the existence of the 'FORCE MAJEURE' which shall mean and include flood, earth quake, riot,

storm, tempest, civil commotion, strike, lock out, litigation problem and/or any other acts or commission beyond the control of the Developer affected thereby and also non availability of essential materials like cement, steel etc. and shall be suspended from the obligation during the duration of the 'FOURCE MAJEURE'.

ARTICLE - X
JURISDICTION

10.1 If any disputes arise between the parties in respect of this Agreement they will be permitted to take recourse of law before the Courts of competent jurisdiction at the District : South 24-Parganas only, where the property is situated.

DEVELOPMENT POWER OF ATTORNEY

THE OWNERS HEREBY EMPOWER AND AUTHORISE AND APPOINT THE DEVELOPER HEREIN AS THEIR ATTORNEY TO DO FOLLOWING ACTS :

BE IT KNOWN TO ALL MEN BY THESE PRESENTS that we (1) **SMT. NUPUR DASGUPTA, PAN : ALAPG9689A, Aadhaar No. 9293 4093 0323**, wife of Sri Anindya Dasgupta, daughter of Late Ajit Sengupta, by Nationality - Indian, by faith - Hindu, by occupation - Housewife, residing at 140, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700075, (2) **SMT. RUPA DHAR CHOWDHURY, PAN : AEFPC6731B, Aadhaar No. 9761 9197 9823**, wife of Sri Goutam Dhar Chowdhury, daughter of Late Ajit Sengupta, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, (3) **SMT. JUTHIKA SENGUPTA, PAN : FLTPS4404M, Aadhaar No. 6574 5062 8448**, wife of Late Basudev Sengupta alias Late Basudeb Sengupta, by Nationality - Indian, by faith - Hindu, by occupation - Retired Person, residing at D/59, Baghajatin Station Road, P.O. Jadavpur University, P.S. Jadavpur, Kolkata - 700032, AND (4) **SRI DEBASIS SENGUPTA, PAN : AQHPS3711K, Aadhaar No. 4934 8299 3020**, son of Late

Basudev Sengupta alias Late Basudeb Sengupta, by Nationality - Indian, by faith - Hindu, by occupation - Service, residing at D/59, Baghajatin Station Road, P.O. Jadavpur University, P.S. Jadavpur, Kolkata - 700032, hereinafter individually and/or jointly called and referred to as the Principals/Executants, and individually and/or jointly to nominate, constitute and appoint **SRI GAUTAM DHAR CHAUDHURI** alias **SRI GOUTAM DHARCHOUDHURY**, PAN : ADFPD1340Q, Aadhaar No. 3361 6098 8960, son of Late Sisir Kumar Dhar Chaudhuri, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, the sole proprietor of **MESSRS GAUTAM DHAR CHAUDHURI**, a sole proprietorship business concern, having its office at E/46, Baghajatin, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086, as our true and lawful Attorney to look after and perform all necessary works for dealing with our property mentioned in the Schedule "A" hereinabove written and accordingly we authorise him to act in our names and on our behalf to execute and perform all or any of the following acts, deeds, matters and things for the purpose enumerated below:

1. To develop, construct, manage and look after, control and supervise the management, development and construction work and also to administer the **said premises** in our names and on our behalf in all respects.
2. To sign, execute, verify and to file plaints, written statements and objection and all other petitions and also to present appeals and to file new cases, in future in any courts, tribunals, forums, offices, competent authorities, if required and to accept services of all letters, summons, notices and other process of law, in our names and on our behalf regarding the **said premises**.
3. To appear in all cases, pending and to be filed in future, in connection with the **said premises** on our behalf and represent us in all cases in all courts, tribunals, forums, offices, competent authorities for doing all the necessary works as and when required under law.

4. To appear and represent us in all Courts, Civil, Criminal, Revenue, Original, Revisional or Appellate or Writ jurisdiction of the concerned High Court, B.L.&L.R. Office, D.L.R. Office, Land Acquisition Department, Urban Land Ceiling Department, Kolkata Municipal Corporation Office, Electric Supply Authority or Office, Rent Control Office, CESC, and any other competent authority or authorities for the **said premises**.
5. To execute, carry into effect and perform all works on our behalf in respect of the **said premises** as well as to make necessary representations including filing of applications and appear before the B.L.&L.R. Office, D.L.R. Office, Land Acquisition Department, Urban Land Ceiling Department, and any competent authority or authorities for mutation and conversion of the **said premises** and/or any portion thereof by the Assessor and Collector of the Corporation.
6. To execute, carry into effect and perform all works on our behalf in respect of the **said premises** as well as to make necessary representations including filing of applications and appear before Assessors and Collectors of the K.M.C. and other concerned authorities in regard to mutation and fixation of ratable value in respect of the **said premises** and/or any portion thereof by the Assessor and Collector of the Corporation.
7. To sign, execute, registry, notary and prepare all papers, documents, deeds, indemnity bonds, declarations, affidavits, undertaking, applications and plans required for approval of building plan, revised building plan, modify building plan, regularise building plan, completion plan, drainage/sewerage connection from the Kolkata Municipal Corporation (K.M.C.) authority and other competent authorities and for that above said purpose our Constituted Attorney shall appear before the Court, the Kolkata Municipal Corporation, Registry Offices, Notary Publics and other competent authorities.
8. To sign, execute, registry, notary and prepare all papers, documents, deeds, indemnity bonds, declarations, affidavits, undertaking, applications, plans and registered deed/documents including declaration, boundary declaration, gift

deed to the K.M.C., strip of land, etc. for sanction building plan, revised building plan, modify building plan, regularise building plan, any type of deviation occur, before starting and/or during construction of the building in the **said premises** and to appear before the Kolkata Municipal Corporation for further approval from the Kolkata Municipal Corporation authority and do all signature for getting approval of completion certificate from the Kolkata Municipal Corporation.

9. To sign all papers, documents, undertaking, application, indemnity bonds, declarations, affidavits, plans, etc. required for obtain water connection from the Kolkata Municipal Corporation at the **said premises**.

10. To sign all papers, documents, undertaking, application, indemnity bonds, declarations, affidavits, plans etc. required for inside and outside drainage and sewerage system and connection with the Kolkata Municipal Corporation drainage and sewerage system for the **said premises**.

11. To make necessary representations to the C.E.S.C. and other concerned authorities for obtaining electric power/connection for the new building at the **said premises**.

12. To perform all formalities and necessary works and sign and execute all things, instruments, applications, affidavits, undertakings, bonds, declarations, etc. for the **said premises** as and when required.

13. To sign, registry and execute all deeds, things, instruments, applications, affidavits, declarations which our said Attorney consider necessary for fully and effectually dispose of the rights and interest of the **said premises** only in respect of the **Developer's Allocation**.

14. To appoint and engage Advocate, LBS, Engineer, Architect, specialised persons, etc. on our behalf, whenever our said Attorney shall think fit and proper, in respect of the **said premises**.

15. To do and take every acts and legal steps for maintain peace keeping and to ensure no breach of peace at over and around the **said premises**.
16. To make General Dairy, F.I.R, Complaint to Police Authority and/or Administrative Authority or Authorities or any Competent Authority for secures our legal rights on the **said premises**.
17. To negotiate all such terms and to agree to sell the **Developer's Allocation** (mentioned in the Schedule "C" hereunder written) or any part of it to any intending purchaser/purchasers and at such price which our said Attorney in his discretion thinks fit and proper and to agree upon and to enter into any agreement and/or agreements and/or sale deed(s) and/or deed(s) of conveyance, deeds of mortgage, deeds of lease for such sale, transfer or sales and/or any transfer deed(s) and/or any other agreements and/or to cancel and/or repudiate the same and to sign, execute and registry all agreements, agreement for sale and/or agreements for sale and/or sale deed(s) and/or deed(s) of conveyance, deeds of mortgage, deeds of lease in respect of the said **Developer's Allocation** and appear before the registry office(s) and present the same and receive the earnest money and/or consideration money for the said **Developer's Allocation** or any part of it.

AND GENERALLY to do all other acts and also to conduct all matters which may arise in near future in respect of the **said premises** mentioned hereunder.

AND we do hereby agree to ratify and confirm all acts, deeds, matters, steps, petitions, applications and things lawfully done by our said Attorney which shall be constructed as acts, deeds, matters, steps, petitions, applications and things, done to all intents and purposes which we could do if personally present.

AND we the Principals do hereby agree to ratify and confirm all acts and whatever our said Attorney shall do, execute or perform or cause to be done,

executed and performed in exercise of the Power of Attorney hereunder conferred upon or otherwise expressed or intended.

SCHEDULE "A" REFERRED TO ABOVE

(Description of the entire premises/land)

ALL THAT piece and parcel of homestead land containing a net area of **4 (four) Cottahs 01 (one) Chittacks 13 (thirteen) Sq.ft.** more or less with **two 240 Sq.ft.** pucca residential structure with cemented flooring standing thereon, whereon proposed building will be constructed, lying and situated in E/P No. 461, S.P. No. 416, in C.S. Plot Nos. 23(P) and 24(P) of Mouza : Bademasar, J.L. No. 31, Sub-Registration Office at Alipore, **Police Station – Jadavpur**, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), within the **K.M.C. Ward No. 102**, being the **K.M.C. Premises No. 164, Baghajatin Block 'D'**, Assessee Nos. 31-102-02-0164-6 & 31-102-02-0625-5, and mailing address D/59, Baghajatin Station Road, P.O. Jadavpur University, **Kolkata – 700032**, with right to take electricity, tap water, gas, telephone connections and of all other amenities through the adjacent Roads, with all easement rights thereto and the entire property is being butted and bounded as follows:-

ON THE NORTH BY	:	10' feet wide Road;
ON THE SOUTH BY	:	30' feet wide Baghajatin Station Road;
ON THE EAST BY	:	E/P No. 459;
ON THE WEST BY	:	E/P No. 462.

SCHEDULE "B" REFERRED TO ABOVE

(OWNERS' ALLOCATION)

The Land Owners will get (i) 50% of the ground floor, (ii) entire first floor, and (iii) entire second floor, in the proposed building at the said premises **TOGETHERWITH** undivided proportionate share in the **said land** and the

common portions of the building in accordance with the terms and conditions of these presents.

SCHEDULE "C" REFERRED TO ABOVE
(DEVELOPER'S ALLOCATION)

The Developer will get (i) 50% of the ground floor, (ii) entire third floor, and (iii) entire fourth floor, in the proposed building at the said premises **TOGETHERWITH** undivided proportionate share in the **said land** and the common portions of the building in accordance with the terms and conditions of these presents; save and except the Owners' Allocation mentioned hereinabove.

SCHEDULE "D" REFERRED TO ABOVE
(Common area, facilities and services)

1. The foundation columns, beams, supports, stair, staircase landings, stairways, corridors in between the stair-case and the flat, entrance, roof, side space, back space, front spaces, drive ways and horizontal & vertical support of the building.
2. Common passage, water pump, overhead water tank, underground water reservoir, water pipe all other common water line, outside plumbing installations.
3. Electrical fittings in the common area, electrical meter board places, electric in the common area and in the main gate and main electric lines, electrical fittings in the common staircases.
4. Drainage, sewerage, common toilet and soil line and rain water pipe and all sewerage lines and soil lines septic chamber and underground sewerage line and soil line and drainage out left from the building to the main duct.
5. Lift, Lift well, lift machine and machine room lift landings at all floors.
6. Such other common parts, areas, equipments, installations fittings, fixtures, covered and open space, used as common in the said building as are

necessary for the passages or to the use of the occupancy of the unit in common and/or are easements of the building and the premises.

SCHEDULE "E" REFERRED TO ABOVE

(Common Expenses)

1. The proportionate expenses of maintaining, repairing, redecorating etc. of the main structure including the roof of rain water pipes of the building, water pipes, sanitary and electric pipes wires, and installations in under or upon the building and enjoyed or used by the Unit Owners/Occupiers and the main entrance, passage, landing and stair-case of the building as enjoyed by the occupiers or used by the occupiers in common aforesaid and the boundary walls of the building compounds.
2. The proportionate cost of decorating the exterior of the building.
3. The proportionate costs of clearing and lighting the passage, landings, stair-case and other parts of the building as enjoyed by the Unit Owners in common as aforesaid.
4. The proportionate costs of salaries of caretakers, chowkidars, sweepers, mistries etc. payable to the Units Owners' Association on formation.
5. The proportionate costs of working and maintenance of the pumps, lift equipment or any other equipment which may be provided in future by the Units Owners' Association.
6. The proportionate expenses or recurring expenditure for replacement of all or any items comprised in common area and facilities.
7. The expenses or recurring expenditure or replacement or repair or such common utilities such as overhead water tank, underground water reservoir, pump and pump room, lift and other equipments whatsoever which are or may be installed or situated in any common parts or common portion in the said building.

8. Such other proportionate expenses as are deemed necessary by all other flats/Units owners Association upon its formation registration incidental for the maintenance and upkeep of the building and/or common areas and facilities.

9. Proportionate building taxes in common.

SCHEDULE OF WORK

- Floors** : Tiles Flooring to all floor.
- Doors** : Wooden door frame, all doors will be of flush type finish with necessary accessories, PVC Door in toilet.
- Kitchen** : Black Granite cooking platform fitted with stainless steel wash sink and one bib cock and white tiles up to 2'-6" height upon the cooking platform.
- Toilet** : Tiles up to 6'-0" in toilet with wash basin, shower and commode.
- Electrical** : Concealed wiring with copper wires as per ISI specifications, Light (2 nos. point), one fan point and one plug point in each bed room, light points 4 nos., one fan point for drawing/dining and one light point, one exhaust fan point, two plug points in kitchen, one light point in toilet and veranda, one number power point (15 AMPS) in drawing/ dinning and kitchen, exhaust point provided kitchen & toilet.
- Water** : PVC water pipe, water will be supplied by corporation to ground water reservoir and distributed through overhead reservoir.
- Windows** : Aluminum sliding window fitted with glass and necessary accessories.
- Plaster** : All wall surface (inside) will be finished by plaster of paris and weather coat coloured in out surface of wall.

Roof : Roof will be net cemented.

N.B. All other works beyond work schedule will be treated as extra work, which expenses/cost bear by the Owners and must be paid to the Developer before taking possession and/or demand by the Developer, whichever is earlier.

IN WITNESSES WHEREOF the parties hereto set, sealed and subscribed their respective hands and seals on this day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the **PARTIES** herein in Kolkata in
presence of following **WITNESSES** :

1. Soma Sengupta
46, Shivaji Road
Satadeep Apartment
Kolkata - 700032

2. Shreya Sengupta
46 Shivaji Road
Satadeep Apartment
Kolkata - 700032

1) Nupur Das Gupta

2) Rupa Dhar Chowdhury.

3) Juthika Sengupta.

4) Nebasis Sengupta.

**Signature of the Land Owners
/ Principals / Executants**

Prepared as per instruction by
the parties herein & Drafted by:











[Signature]
WS/753/2002

Surya Prasad Datta Roy
Advocate
Alipore Judges' Court,
Kolkata - 700027.

M/S. GOUTAM DHAR CHAUDHURI











Goutam Dhar Chaudhuri
Proprietor

**Signature of the Developer
/ Attorney**

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











Name... NUPUR DASGUPTA

Signature... Nupur DasGupta

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

Name... RUPA DHAR CHOWDHURY

Signature... Rupa Dharchowdhury

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

Name... JUTTIKA SENGUPTA

Signature... Jutika Sengupta



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

Name... DEBASIS SENGUPTA

Signature... Debasis Sengupta



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

Name... GAUTAM DHAR GAJADHURI

Signature... Gautam Dhar Gajadhuri



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

Name... SURYA PRASAD DATTA ROY

Signature... Surya Prasad Datta Roy



IDENTITY CARD
ALIPORE BAR ASSOCIATION

(AFFILIATED UNDER BAR COUNCIL OF WEST BENGAL)

KOLKATA - 700 027

PHONE : CIVIL : 2479-9335/7330, CRIMINAL : 2479-1477

Card No. : I/C/846



Name **SURYA PRASAD DATTA ROY, Advocate**

Father's/Husband's name **Late Samir Kumar Datta Roy**

Address **Datta - Villa : 63 Baghajatin E. Block East,
Baghajatin Station Road Kolkata-700 086**

Ph. No. **98318 32151/94332 13723/2425-9830**

W.B. Bar Council Enrolment No. **WB/753/2002**

Indranil Basu
SECRETARY

Sury. Prasad Datta Roy
Adv.

Major Information of the Deed

Deed No. :	I-1603-15536/2022	Date of Registration	27/09/2022
Query No / Year	1603-2002835651/2022	Office where deed is registered	
Query Date	21/09/2022 12:37:33 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	SURYA PRASAD DATTA ROY Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831832151, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Rs. 3/-	Additional Transaction	[4002] Power of Attorney, General Power of Attorney [Rs : 2/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]
Stamp duty Paid(SD)	Rs. 7,070/- (Article:48(g))	Market Value	Rs. 49,40,008/-
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)	Registration Fee Paid	Rs. 60/- (Article:E, E, E)

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bagha Jatin Colony D Block, , Premises No: 164, , Ward No: 102 Pin Code : 700032

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 1 Chatak 13 Sq Ft	1/-	46,27,348/-	Width of Approach Road: 30 Ft.,
Grand Total :				6.7329Dec	1 /-	46,27,348 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	240 Sq Ft.	1/-	1,56,330/-	Structure Type: Structure
Gr. Floor, Area of floor : 240 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 12 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	240 Sq Ft.	1/-	1,56,330/-	Structure Type: Structure
Gr. Floor, Area of floor : 240 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 12 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		480 sq ft	2 /-	3,12,660 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Smt NUPUR DASGUPTA Wife of Shri Anindya Dasgupta 140, Santoshpur Avenue, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Female, By Caste: Hindu, Occupation: Housewife, Citizen of: India, PAN No.:: ALxxxxxx9A, Aadhaar No: 92xxxxxxxx0323, Status :Individual, Executed by: Self, Date of Execution: 23/09/2022 , Admitted by: Self, Date of Admission: 23/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/09/2022 , Admitted by: Self, Date of Admission: 23/09/2022 ,Place : Pvt. Residence
2	Smt RUPA DHAR CHOWDHURY Wife of Shri Goutam Dhar Chowdhury E/46, Baghajatin, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx1B, Aadhaar No: 97xxxxxxxx9823, Status :Individual, Executed by: Self, Date of Execution: 23/09/2022 , Admitted by: Self, Date of Admission: 23/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/09/2022 , Admitted by: Self, Date of Admission: 23/09/2022 ,Place : Pvt. Residence
3	Smt JUTHIKA SENGUPTA Wife of Late Basudev Sengupta D/59, Baghajatin Station Road, City:- , P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: FLxxxxxx4M, Aadhaar No: 65xxxxxxxx8448, Status :Individual, Executed by: Self, Date of Execution: 23/09/2022 , Admitted by: Self, Date of Admission: 23/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/09/2022 , Admitted by: Self, Date of Admission: 23/09/2022 ,Place : Pvt. Residence
4	Shri DEBASIS SENGUPTA (Presentant) Son of Late Basudev Sengupta D/59, Baghajatin Station Road, City:- , P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AQxxxxxx1K, Aadhaar No: 49xxxxxxxx3020, Status :Individual, Executed by: Self, Date of Execution: 23/09/2022 , Admitted by: Self, Date of Admission: 23/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/09/2022 , Admitted by: Self, Date of Admission: 23/09/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MESSRS GAUTAM DHAR CHAUDHURI E/46, Baghajatin, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 , PAN No.:: ADxxxxxx0Q, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri GOUTAM DHARCHOUDHURY, (Alias Name: Shri GAUTAM DHAR CHAUDHURI) Son of Late Sisir Kumar Dhar Chaudhuri E/46, Baghajatin,, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx0Q, Aadhaar No: 33xxxxxxxx8960 Status : Representative, Representative of : MESSRS GAUTAM DHAR CHAUDHURI (as Proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Surya Prasad Datta Roy Son of Late S K Datta Roy Alipore Judges Court, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027			
Identifier Of Smt NUPUR DASGUPTA, Smt RUPA DHAR CHOWDHURY, Smt JUTHIKA SENGUPTA, Shri DEBASIS SENGUPTA, Shri GOUTAM DHARCHOUDHURY			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt NUPUR DASGUPTA	MESSRS GAUTAM DHAR CHAUDHURI-1.68323 Dec
2	Smt RUPA DHAR CHOWDHURY	MESSRS GAUTAM DHAR CHAUDHURI-1.68323 Dec
3	Smt JUTHIKA SENGUPTA	MESSRS GAUTAM DHAR CHAUDHURI-1.68323 Dec
4	Shri DEBASIS SENGUPTA	MESSRS GAUTAM DHAR CHAUDHURI-1.68323 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt NUPUR DASGUPTA	MESSRS GAUTAM DHAR CHAUDHURI-60.00000000 Sq Ft
2	Smt RUPA DHAR CHOWDHURY	MESSRS GAUTAM DHAR CHAUDHURI-60.00000000 Sq Ft
3	Smt JUTHIKA SENGUPTA	MESSRS GAUTAM DHAR CHAUDHURI-60.00000000 Sq Ft
4	Shri DEBASIS SENGUPTA	MESSRS GAUTAM DHAR CHAUDHURI-60.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Smt NUPUR DASGUPTA	MESSRS GAUTAM DHAR CHAUDHURI-60.00000000 Sq Ft
2	Smt RUPA DHAR CHOWDHURY	MESSRS GAUTAM DHAR CHAUDHURI-60.00000000 Sq Ft
3	Smt JUTHIKA SENGUPTA	MESSRS GAUTAM DHAR CHAUDHURI-60.00000000 Sq Ft
4	Shri DEBASIS SENGUPTA	MESSRS GAUTAM DHAR CHAUDHURI-60.00000000 Sq Ft

Endorsement For Deed Number : I - 160315536 / 2022

On 23-09-2022

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

Presented for registration at 18:55 hrs on 23-09-2022, at the Private residence by Shri DEBASIS SENGUPTA, 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 49,40,008/-

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

Execution is admitted on 23/09/2022 by 1. Smt NUPUR DASGUPTA, Wife of Shri Anindya Dasgupta, 140, Santoshpur Avenue, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession House wife, 2. Smt RUPA DHAR CHOWDHURY, Wife of Shri Goutam Dhar Chowdhury, E/46, Baghajatin, P.O: Baghajatin, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Business, 3. Smt JUTHIKA SENGUPTA, Wife of Late Basudev Sengupta, D/59, Baghajatin Station Road, P.O: Jadavpur University, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Retired Person, 4. Shri DEBASIS SENGUPTA, Son of Late Basudev Sengupta, D/59, Baghajatin Station Road, P.O: Jadavpur University, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Service

Indetified by Mr Surya Prasad Datta Roy, , Son of Late S K Datta Roy, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 23-09-2022 by Shri GOUTAM DHARCHOUDHURY, , Shri GAUTAM DHAR CHAUDHURI Proprietor, MESSRS GAUTAM DHAR CHAUDHURI (Sole Proprietorship), E/46, Baghajatin, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086

Indetified by Mr Surya Prasad Datta Roy, , Son of Late S K Datta Roy, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



Debasish Dhar

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

On 27-09-2022

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 60/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/09/2022 2:12PM with Govt. Ref. No: 192022230127502671 on 23-09-2022, Amount Rs: 60/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKU8398145 on 23-09-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,070/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 6,070/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 11527, Amount: Rs.1,000.00/-, Date of Purchase: 16/09/2022, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/09/2022 2:12PM with Govt. Ref. No: 192022230127502671 on 23-09-2022, Amount Rs: 6,070/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKU8398145 on 23-09-2022, 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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 505953 to 505990
being No 160315536 for the year 2022.



Dhar

Digitally signed by Debasish Dhar
Date: 2022.09.28 12:16:10 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/09/28 12:16:10 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)