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25/06/2024
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Registration of the documents and the
indication of the document is in accordance with the
law.



DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT
POWER OF ATTORNEY is made this the 25th day of June, Two Thousand and
Twenty Four (2024)

BETWEEN

[Signature]
Advocate

21431
DEBES KUMAR MISRA
ADVOCATE
CALCUTTA HIGH COURT
KOLKATA - 700 001

Date.....
Rs.....
Name.....
Address.....

24 JUN 2024

24 JUN 2021

SMRITI BIKASH DAS
Govt. Licence Stamp Vendor
Mangobazar Police Court
KOLKATA

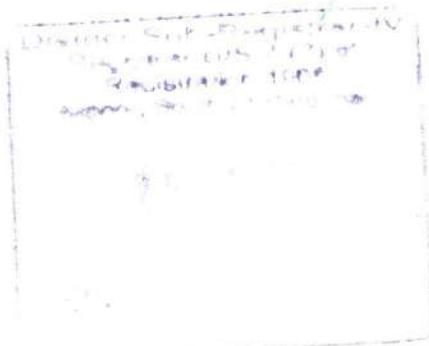


Received by :

Debes Kumar Misra
Late Neerajam Misra
Nig Maitama
Rattala
Fukta Midnapur

For Code - 721433

24 JUN 2021

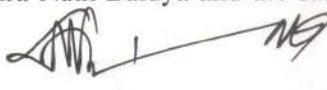


(1) **SMT. SHIKHA NANDI (PAN – BVPN6111Q), (Aadhaar No. 2486 2547 3177),** wife of Sri Harendra Kumar Nandi, by faith - Hindu, by Occupation - Housewife, by Nationality - Indian and (2) **SRI HARENDR A KUMAR NANDI, (PAN – ABFPN5848P), (Aadhaar No. 7820 6339 5461),** son of Banamali Nandi, by faith - Hindu, by Occupation - Retired, by Nationality - Indian, both presently residing at 1150, Mukundapur, P.O. Mukundapur, P.S. Panchasayar, Kolkata-700099, District – South 24-Parganas, hereinafter jointly called and referred to as the “**OWNERS/FIRST PARTIES**” (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heir/heirs, executor/ executors, administrator/ administrators, representative/representatives and assign/assigns) the **ONE PART**

AND

“**MESSRS BASBHUMI**”, (PAN – AFNPB5701P), a proprietorship firm having its office at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, represented by its sole proprietor namely **SRI DEBABRATA BHATTACHARYA, (PAN – AFNPB5701P)**, son of Late Nripendra Nath Bhattacharjee, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, hereinafter called and referred to as the “**DEVELOPER/ SECOND PARTY**” (which expression unless repugnant to the context shall mean and include its heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/representatives, successors-in-office and successors-in-interest) of the **SECOND PART**.

WHEREAS one Sri Madhusudan Das, son of Late Birendra Nath Das of 216, Santoshpur Avenue, Kolkata- 700075 purchased a big plot of land measuring an area of 3(Three) Bighas 17(Seventeen) Cottahs 3 (Three) Chittaks situated in **Mouza-Chakgariagachi, J.L. No. 24, Pargana-Khaspur, R.S. No. 8 ½ , Touzi No. 151,** comprising in **R.S. Dag No. 40, under R.S. Khatian No. 37**, within previously Police station-Kasba, at present Police Station-Purba Jadavpur, District south 24 Parganas from the previous recorded owners namely Sri Harendra Nath Baidya and Sri Narendra Nath baidya, both sons of Late Jogendra Nath Baidya and the said Deed of Conveyance was





District Sub-Registrar JV
Registrar U/S 7 (2) of
Registration 1908
Allison, South 24 Parganas

25 Jun 2024

registered at District Sub-Registered Office at Alipore and entered into Book No. 1, Volume No. 12, Page Nos 37 to 46, Deed No. 504 for the year 1986.

AND WHEREAS thereafter said Madhusudan Das divided his total purchased land into several small plots showing therein reads/passages for egress and ingress and thereafter he declared to sell the said plots of land to the different intending purchasers by fixing up consideration money thereof according to position and area of the land as shown in the master plan as prepared by the said Madhusudan Das.

AND WHEREAS in life time one Gopal Chandra Kundu, son of Late Hrishikesh Kundu, deceased father of the **OWNER NO. 1** and deceased father-in-law of the **OWNER NO. 2** herein purchased a demarcated plot of net land measuring an area of 2 (Two) Cottahs 8 (Eight) Chittaks corresponding to gross land area of 3 (Three) Cottahs 2 (Two) Chittaks including passage area of 10 (Ten) Chittaks situated in said **Mouza-Chakganiagachi, J.L. No. 24**, comprising in **R.S. Dag No. 40, under R.S. Khatian No. 37**, Scheme Plot No. 7 as mentioned in the **SCHEDULE** below from the said Sri Madhusudan Das, son of Late Birendra Nath Das, for a valuable consideration as mentioned in the registered Deed of Sale dated 25.07.1986 registered in District-Sub-Registrar, Alipore and entered into Book No. 1, Deed No. 17309 for the year 1986.

AND WHEREAS in life time said Gopal Chandra Kundu since deceased recorded his name in the record of The Kolkata Municipal Corporation in respect of his said purchased net land known as **K.M.C. Premises No. 1156, Mukundapur, Assessee No. 31-109-07-1156-1**.

AND WHEREAS said Gopal Chandra Kundu died intestate on 12.09.2018 and his wife namely Latika Kundu died intestate on 22.04.2023 leaving their married daughter namely **Smt. Sikha Nandi (Kundu)** the **OWNER NO. 1** herein who has inherited the property of said Gopal Chandra Kundu since deceased as per Hindu Succession Act 1956 and she is in possession in the said property and has been enjoying the same without any interruption and hindrances from anybody else by recording her name in the record of the K.M.C.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 20.10.1989, registered in the Office of District Sub-Registrar and entered into Book No.



District Sub-Registrar's
Registrar U/S 7 (2) of
Registration 1908
Alibore, South 24 Parganas

25 JUN 2024

1, Volume No. 344, Page No. 262 to 269, Deed No. 13981, for the year 1989, the **OWNER NO. 2** namely **Sri Harendra Kumar Nandi**, purchased a plot of adjacent land measuring **net land area of 2 (Two) Cottahs 8 (Eight) Chittaks** corresponding to gross land area of 3 (Three) Cottahs 2 (Two) Chittaks including passage area of 10 (Ten) Chittaks being Scheme Plot No. 2 adjacent to the previous plot of land situated in same **Mouza- Chakganiagachi, J.L. No. 24**, comprising in **R.S. Dag No. 40, under R.S. Khatian No. 37**, within Police Station – Purba Jadavpur for a valuable consideration from the said **Sri Madhusudan Das** morefully mentioned in the said Deed of Conveyance.

AND WHEREAS after purchase the said **OWNER NO. 2** herein mutated his name in the record of The Kolkata Municipal Corporation known as **Premises No. 1150, Mukundapur, Assessee No. 31-109-07-1150-0** and has been paying the necessary taxes as regards his said purchased property and has been enjoying the same without any hindrances and interruptions from anybody else.

AND WHEREAS the **OWNER NO. 1** herein and the **OWNER NO. 2** herein are enjoyed their individual two separate plots of land and both plots of land as described in the **SCHEDULE** below are situated side by side and adjacent to each other adjacent to each other and the adjacent road of the said plots are being used by the **OWNERS NO. 1 and 2** herein and also the adjacent plot holders.

AND WHEREAS both the parties herein amalgamated their plot of land by a registered Deed of Amalgamation dated 27.02.2024, registered in the office of District Sub – Registrar-III, Alipore and entered into Book No. 1, Volume No. 1603-2024, Page No. 78054 to 78071, Deed No. 3185 for the year 2024 and two premises in now known i.e. amalgamated **Premises No. 1150, Mukundapur, Assessee No. 31-109-07-1150-0** measuring total land area of 5 (Five) Cottahs as morefully mentioned in the **SCHEDULE-A** below.

AND WHEREAS before amalgamation the **OWNERS NO. 1 and 2** are very much desirous to construct a ground plus four storied building with lift facility on their said land duly amalgamated the total net land area measuring an area of **5 (Five) Cottahs** more or less as per present physical measurement and to do and to make construction of a new building on their said land of the said two plots of land entered into a

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Memorandum of Understanding i.e. M.O.U. on 29.04.2023 as they have no such fund as well as experience in this matter and so the **OWNERS** approached the Party of the **SECOND PART** herein to make construction of a ground plus four storied building with lift facility as per residential building plan to be sanctioned by The Kolkata Municipal Corporation at the **DEVELOPER'S** cost as well as annexed specification marked with letter – 'X'.

AND WHEREAS after amalgamation the **OWNERS** herein have talked with the Party of the **SECOND PART/DEVELOPER** herein who agreed to make the construction of the proposed new building in flat systems for residential and other purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc. after giving the **OWNERS** as **Owners' Allocation** as per their land share as morefully described and mentioned in the **SCHEDULE "B"** hereunder written and it is appearing as consideration for the land as described in the **SCHEDULE "A"** hereunder written duly amalgamated. It is decided that the **promotion work** has been settled as **50% : 50% ratio**. The **OWNERS** shall jointly get **50%** of the sanctioned area from **DEVELOPER** and the **DEVELOPER** shall get the remaining **50%** sanction area and both the **OWNER'S ALLOCATION** and the **DEVELOPER ALLOCATION** have been described in the **SCHEDULE-B** and **SCHEDULE-D** below respectively.

AND WHEREAS the Party of the **SECOND PART** i.e. **DEVELOPER** herein shall get the **DEVELOPER'S ALLOCATION** which has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The Party of the **SECOND PART** shall erect a ground plus four storied building with lift facility at its cost and its supervision and labour to be erected on the total land duly amalgamated as per annexed Specification as well as the sanction building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold from the new proposed building to the interested Party from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said proposed flats, car parking etc. on **DEVELOPER'S ALLOCATION** only.



AND WHEREAS the Party of the **SECOND PART** has agreed to do this Project by constructing a proposed a **ground plus four storied building with lift facility** on the said land up to maximum height by **consuming maximum F.A.R.** and also as per sanction residential building plan to be sanctioned by The Kolkata Municipal Corporation as per permissible law of the said Corporation consisting of several flats or apartments and garage etc., at the cost of the **Party of the SECOND PART/ DEVELOPER** and also providing for common area and other facilities/amenities for the purpose of selling of flats/ Apartments as described in the **SCHEDULE "C"** hereunder written, and the **Party of the SECOND PART/ DEVELOPER** shall get and enjoy the flats, Car Parking Spaces etc. of the proposed building i.e. the **Developers' Allocation** to be constructed at the cost of the **DEVELOPER**.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the Party hereto as per following terms and conditions:-

1. **THE OWNERS JOINTLY DECLARE** as follows:

- (a) That they are the absolute joint Owners of their plot of land and seized and possessed of and/or well and sufficiently entitled to the said property as described in the **SCHEDULE - 'A'** below.
- (b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title in respect of the said property as described in the **SCHEDULE - 'A'** below.
- (c) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever and no case is pending in respect of the said property as morefully described in the **SCHEDULE - 'A'** below.
- (d) That the **OWNERS** herein jointly declare that the both separate plots of land are free from all encumbrances and they hereby further declare that during pendency of this Agreement for Development they shall not enter into any kind of further Agreement with any Third Party nor encumber nor charge the property by any means and the entire property shall remain free from all encumbrances..

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2. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:

(a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation.

(b) (i) **OWNERS' ALLOCATION** : The **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION**. The **OWNERS' ALLOCATION** are described in the **SCHEDULE - 'B'** hereunder written. The **OWNERS' ALLOCATION** are : The **OWNERS** shall jointly get the entire **50% of sanction flat area on different floors each floor consisting of two flats** and **50% of sanction Car Parking area on Ground Floor** of the proposed ground plus four storied building to be erected at the cost of the **DEVELOPER**. The **OWNERS** shall jointly get entire **complete First Floor flats** (consisting of **two flats**), **one flat on Third Floor, Northern side** to be calculated as **50% of total sanction Third Floor flat area**, and **one flat on Fourth Floor, Southern side** to be calculated as **50% of total Fourth Floor sanction flat area** and **50% of Car Parking Space area** to be situated on **Ground Floor Southern side** of the proposed building. The **OWNERS** shall receive the total adjustable advance of **Rs. 25,00,000/- (Rupees Twenty Five Lac)** only time to time from the **DEVELOPER** as per following mode :

A) Till date payment is done = **Rs. 13,50,000/- (Rupees Thirteen Lac Fifty Thousand)** only as shown in the memo below.

B) Expenses on account of Payment arrear KMC Tax, duly paid by the Developer after amalgamation, mutation of B. L. & LRO. with Conversion of Whole Plot in favour of the Owners as Bastu nature to be done as consolidated = **Rs.10,00,000.00 (Ten Lakh)** only.

C) At the Time of Registration of Development Agreement & Power Of Attorney for the Amalgamated Premises = **Rs. 1,50,000.00 (One Lakh Fifty Thousand)** only as shown in the memo below.



D) Till date the **OWNERS** have received the sum of Rs. 15,00,000/- (Rupees Fifteen Lac) only as shown in the memo below and the **OWNERS** have acknowledged the receipt of the same.

The **OWNERS** will refund the total advance within 12(Twelve) Months from the Date of Signing Development Agreement without any interest to the **DEVELOPER**.

If the **OWNERS** fail to refund back the said amount or Part thereof on and within 12 (Twelve) months from the date of receipt of the amount, the **DEVELOPER** shall adjust the said amount at the time of handing over **Owners' Allocated portion** @ Rs. 3,500/- (Rupees Three Thousand Five Hundred) per Sq.ft. on built up area and for the same one flat of the Owners' Allocation i.e. **on Third Floor Northern side flat** of the building shall be charged and/or encumbered by the **DEVELOPER** till the date of realization of the aforesaid amount.

(ii) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** shall get the rest area of the proposed building as **DEVELOPER'S ALLOCATION** morefully described in the **SCHEDULE - 'D'** below. **DEVELOPER'S ALLOCATION** is : The **DEVELOPER** shall get **ALL THAT** piece and parcel of all other rest 50% of sanction Flat/Flats area and rest 50% of Parking Space area etc. of the proposed building excluding the Owners' Allocated 50% of sanction flat area and 50% Car Parking area as mentioned in the **SCHEDULE "B"** above. The Developer's 50% allocated flat area shall be situated at entire second floor flat (consisting of two flats), 50% flat area on Third Floor, Southern side flat and 50% flat area on Fourth Floor, Northern side flat of the ground plus four storied building with lift facility and 50% Car Parking Space are on Ground Floor Northern side of the building.

(c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval of building plan and its alternation/modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the **DEVELOPER** for and in the names of the **OWNERS** at the cost of



DEVELOPER and if any alteration/modification of making further plans for proposed construction are required the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption.

- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOPER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.
- (e) That the **DEVELOPER** shall erect the entire ground plus four storied building in the said premises as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation and for the same the **OWNERS** shall put their signatures as and when necessary and the during construction or after construction the **DEVELOPER** shall sell only the **Developer's portion** together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a **ground plus four storied building with lift facility** thereon in accordance with the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation and the entire building shall be erected.
- (g) The **DEVELOPER** shall make building, construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by it for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation



Office referred to in this Agreement on the said total amalgamated Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.

- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of its allocation i.e. **DEVELOPER'S ALLOCATION** in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the names of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations for facilitating the proposed project.
- (j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building at the said premises on the land to be amalgamated in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Office and also as per annexed specifications and the **DEVELOPER** shall take all the responsibilities and risks regarding the construction work of the proposed ground plus four storied building and further covenant to complete the said building within **24 (Twenty-four) months from the date of sanction of building plan and also from the date of taking over possession of the SCHEDULE - 'A' mentioned property whichever is later.**
- (k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, lift, lift well and lift machine, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon.

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3. THE OWNERS HEREBY AGREE AND COVENANT WITH THE DEVELOPER as follows:-

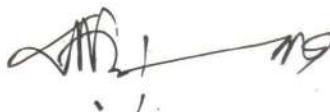
- (i) Not to cause any interference or hindrance whatsoever in the proposed construction work of the said building at the said premises by the DEVELOPER.
- (ii) Not to do any act or things whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the DEVELOPER'S ALLOCATION in the building to be erected at the said premises as mentioned herein.
- (iii) The OWNERS positively give vacant possession of the premises as mentioned in the SCHEDULE - 'A' hereunder to the DEVELOPER for making construction work of the proposed ground plus four storied building as per sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the DEVELOPER.
- (iv) The DEVELOPER shall sell all the flats, parking space etc. of the proposed building, as the DEVELOPER'S ALLOCATION (strictly excluding the Owners' Allocation) as described in the SCHEDULE 'D' hereunder written TOGETHER WITH proportionate undivided share of land of the said premises and the common portions, roof of the building proportionately and proportionate services of common places. The DEVELOPER shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats, car parking space etc. and/or all other portions of the building from the DEVELOPER'S ALLOCATION as per its terms and conditions and the DEVELOPER shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the DEVELOPER'S ALLOCATION.
- (v) The OWNERS hereby shall empower and authorize the DEVELOPER to do this project in connection with the said property as described in the SCHEDULE



- 'A' hereunder written duly amalgamated such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNERS** shall execute and register a separate Development Power of Attorney in favour of the **DEVELOPER** and this Power of Attorney shall remain in force till the completion of registration only in respect of the **DEVELOPERS ALLOCATION** in favour of the intending Purchasers. This Power of Attorney shall be executed and registered at the time of execution final registered Development Agreement.

4. **THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE OWNERS** as follows :-

- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost. The proposed building shall be ground plus four storied building with lift facility to be decided by the **DEVELOPER** but the promotion ratio shall remain unchanged as **50% : 50%** ratio. As soon as the sanction of the building plan shall be obtained by the **DEVELOPER** both the allocations shall be distributed by the registered Supplementary Agreement along with Power of Attorney if required.
- (ii) To complete the construction of the building **within 24 (Twenty-four)** months from the date of sanctioning the building plan in the premises as well as from the date of taking over vacant possession on the land whichever is later. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood,

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riot, any prevailing rule, cyclone or tempest, any epidemic disease if such construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time as per the requirement of the **DEVELOPER** after discussion.

- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (v) The **OWNERS** shall never charge or encumber the property during the pendency of the Agreement.
- (vi) K.M.C. tax with arrears, cost of the amalgamation through Deed of Merger, B.L. & L.R.O. Mutation, conversion, shall be paid by the **DEVELOPER** at first and total cost shall be adjusted up to Rs. 10,00,000/- (Rupees Ten Lac) only from the adjustable advance and also thereafter such tax upto the period of handing over of **Owners' Allocation** shall be borne by the **DEVELOPER** and after handing over the **Owners' Allocation** the **Owners** shall pay their individual taxes in respect of their **OWNERS' ALLOCATION**.
- (vii) The complete construction specification shall be part of the agreement under annexure – X.

5. MUTUAL COVENANT AND INDEMNITIES :-

- (i) The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the entire proposed construction excluding the **OWNERS' ALLOCATION** and shall enjoy its **Developer's Allocation** without interference or disturbances from the Owners' end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.

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- (ii) The **OWNERS** shall execute and register a Development Power of Attorney in favour of the **DEVELOPER** to complete the entire project and also register conveyance Deeds in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** of the building when the **OWNERS** shall be called for.
- (iii) The **OWNERS** shall hand over the original Title Deeds, link Deed/s and other original papers such as paid up K.M.C. Tax bills in respect of the property to the **DEVELOPER** at the time of execution of this Development Agreement along with Power of Attorney in respect of the property and the **DEVELOPER** shall grant a receipt for the same in favour of the **OWNERS**.
- (iv) The **OWNERS** shall have to pay the necessary maintenance of the building and also pay the proportionate taxes. The **DEVELOPER** shall pay the taxes for the period of construction of the building in respect of building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (v) The **OWNERS** shall give full co-operation to the Developer for the proposed promotion work as and when required.
- (vi) That during pendency of this Agreement if any of the Owners leaves this material world his/her legal heirs and successors shall be bound to abide by all the terms and conditions of this Development Agreement along with Power of Attorney without raising any objection. The Owners shall co-operate for the change of the record of K.M.C., any affidavit is to be sworn by the other Owner before the First Class Magistrate by submitting the death certificate as early as possible.
- (vii) Save and except what has been specially stated hereunder, all disputes differences between the Party arising out of the meaning, construction of this Agreement of their respective right and liabilities as per this Agreement shall be adjudicated by themselves first otherwise through court as mentioned below.

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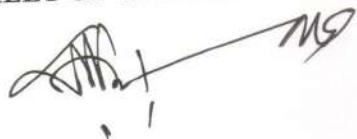
(ix) The original Deed of Gopal Chandra Kundu Vide Sale Deed No. 17309 for the year 1986 registered at D.S.R. Office, Alipore is still missing and the **OWNER NO. 1** shall take necessary steps for paper's notification after lodging diary before the local thana and to collect the fresh certificate copy from the registration office in respect of their property for the proposed project.

(x) Entire promotion work shall be done as 50% : 50% ratio i.e. the **OWNERS** shall get 50% of the total sanction area of complete construction area and the **DEVELOPER** shall the remaining 50% of complete constructed area of the proposed building.

(xi) The **DEVELOPER** shall promote the entire land duly amalgamated by a registered Deed and shall take all the financial liabilities for the proposed construction to be erected as per annexed specification and the **OWNERS** shall give full co-operation to the **DEVELOPER** as and when necessary as regards the property without raising any objection and/or hindrances.

(xii) At present a double storied building is standing in the said **Premises No. 1150, Mukundapur**, the **DEVELOPER** shall demolish the said building within two months from the date of sanction of the building plan and the **OWNERS** shall have to vacate the entire premises within 15 days from the date of sanction of the building plan. The **DEVELOPER** shall then arrange two Nos of 2 BHK Flat for the **OWNERS** during construction of the new building. The **OWNERS** shall vacate the entire schedule property and they shall shift to the new accommodation of which monthly rent shall be paid by the **DEVELOPER** during construction. The old existing building shall be demolished by the **DEVELOPER** who shall enjoy the entire sale proceeds of the demolished building materials.

6. **ALL COURTS, WITHIN THE LIMITS OF ALIPORE, DISTRICT SOUTH 24-PARGANAS, AND THE HIGH COURT AT CALCUTTA SHALL BE THE JURISDICTION TO MEET UP THE DISPUTES IN FUTURE.**

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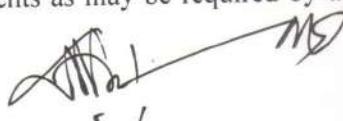
7. **THE OWNERS HEREIN EXECUTES THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:**

WE, the OWNERS Namely, (1) **SMT. SHIKHA NANDI (PAN – BVBPN6111Q)**, (Aadhaar No. 2486 2547 3177), wife of Sri Harendra Kumar Nandi, by faith - Hindu, by Occupation - Housewife, by Nationality - Indian and (2) **SRI HARENDRA KUMAR NANDI, (PAN – ABFPN5848P)**, (Aadhaar No. 7820 6339 5461), son of Banamali Nandi, by faith - Hindu, by Occupation - Retired, by Nationality - Indian, both presently residing at 1150, Mukundapur, P.O. Mukundapur, P.S. Panchasayar, Kolkata-700099, District – South 24-Parganas, do hereby appoint "**MESSRS BASBHUMI**", (PAN – AFNPB5701P), a proprietorship firm having its office at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, represented by its sole proprietor namely **SRI DEBABRATA BHATTACHARYA, (PAN – AFNPB5701P)**, son of Late Nripendra Nath Bhattacharjee, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 8R, Roy Para Bye Lane, Post Office and Police Station – Sinthi, Kolkata – 700 050, District – North 24-Parganas, as our lawful Attorney on our behalf to do the following acts in respect of our property as mentioned in the SCHEDULE below:

- i) To look after and manage the property on behalf of the OWNERS/ PRINCIPALS.
- ii) To look after and to control all the affairs for the development or the said land and construction of Ground plus three storied building thereon on the said Premises as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER and the DEVELOPER shall sign and execute on behalf of the OWNERS all the Declaration Deed or any other Declaration as mentioned in the SCHEDULE - 'A' below property and register the such document as per requirement for the interest of the proposed project.
- iii) To cause mutation of our said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and to make such statements and sign all applications or objections personally or through Lawyer

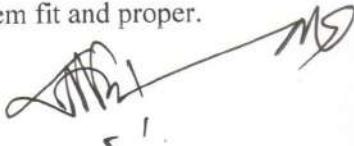
or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corp[oration as and when necessary on our behalf.

- iv) To cause mutation and/or conversion of our Property where necessary effected in the revenue and/or in the record of the LD. B.L. & L.R.O. (ATM) and/or under the jurisdiction and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate and/or conversion certificate and other necessary papers thereof and pay necessary taxes to the LD. B.L. & L.R.O. (ATM) as and when necessary on our behalf for B.L. & L.R.O. Mutation and/or Conversion purposes.
- v) To sign, execute and submit all Development building Plans, revised plan, completion plan, Documents, Statements, Papers, Undertakings, Declarations related thereto, may be required for necessary sanction, modification and/or alteration of sanctioned plan to be sanctioned by The Kolkata Municipal Corporation and/or any appropriate authority and other appropriate authorities on behalf of the landowners/Principals and to sign completion plan or revised and/or D-sketch plan.
- vi) To appear and represent on behalf of the PRINCIPALS i.e. LAND OWNERS herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal police, necessary Departments of Government of West Bengal, in connection with the sanction, modification and/or alteration of sanctioned building Plan for the above mentioned property and also for the interest of the proposed project and execute and sign all the papers related thereto.
- vii) To pay fees for obtaining the sanction, modification and such other orders and permissions from the necessary authorities on behalf of land owners as required for sanction, modification and/or alteration of the Development Plan and also to submit and take delivery of all type of, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities

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and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as the said Attorney shall think fit and proper.

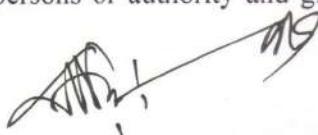
- viii) To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the sanctioned plans to any authority or authorities.
- ix) To develop the said property by making construction of such type of building or buildings thereon as per sanctioned building plan as our said Attorney may deem fit and proper and for that purpose to demolish and/or remove any house, building and/or structure of whatsoever nature standing in the said property, as our said Attorney shall think fit and proper.
- x) To apply for obtaining electricity-connection from CESC and also gas connection and also for installation of lift in the Premises if required and to take telephone or other connections and also install electric transformer in the said property and /or to make alteration therein and to disconnect the same and for that purpose my Attorney shall sign, execute and submit all papers, applications, documents on our behalf and shall do all the acts and deeds on my behalf and our attorney shall execute and sign all the papers related thereto.
- xi) My Attorney shall sign different plans to be submitted before the concerned authority/authorities for the connection of water, drainage and sewerage in the said Premises and execute and sign all paper related thereto for the sanction of drainage and sewerage connection and also internal and external drainage drawing and also the connection of water in the said property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on our behalf.
- xii) To apply for and obtain building materials from the concerned authorities for consumption of the proposed building to be erected on the said property as aforesaid and also to pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.
- xiii) To appear and represent us before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.



- xiv) To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum only on the **DEVELOPER'S ALLOCATION** i.e. **SCHEDULE -'D'** as mentioned in this registered Development Agreement excluding the **OWNERS' ALLOCATION** as mentioned in the SCHEDULE B of the said registered Development Agreement. The DEVELOPER shall do all the acts on **Developer's Allocation** on behalf of the Owners.
- xv) To collect advance or part payment or full consideration from the intending purchasers of flats, Car Parking Spaces etc. alongwith proportionate share of land and/or enter into Agreement for Sale and to execute and register Deed of Conveyance, Deed of Rectification, and/or collect the I.G.R. and/or Deed from the registering authority on our behalf on the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE-D** of the said registered Development Agreement **excluding the OWNERS' ALLOCATION** as mentioned in the **SCHEDULE-B** of this registered Development Agreement and grant receipt in favour of the interested persons/ persons who are interested to take possession of the flat/flats and Car parking Space etc. in lieu of satisfactory consideration to be fixed by the **DEVELOPER**.
- xvi) To advertise in different news papers and display, hording in different places, and also to engage agency or agencies for giving possession of the flats on **DEVELOPER'S ALLOCATION** as mentioned in the SCHEDULE D of the said registered Development Agreement excluding the **LAND OWNERS' ALLOCATION** alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the **DEVELOPER'S ALLOCATION** to any Third Party or parties at any consideration price to be fixed up only by the **DEVELOPER**.
- xvii) To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/space including proportionate land share on said **DEVELOPER'S ALLOCATION** of the said proposed building alongwith the proportionate share of land at our said Premises or any part thereof and for that purpose to sign and execute all deeds, as our said Attorney shall think fit and proper as per said registered Development Agreement.

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- xviii) To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.
- xix) To receive part or full consideration sum against the entire **DEVELOPER'S ALLOCATION** from the intending purchasers and acknowledge the receipt of the same on our behalf and it should be informed to the owners.
- xx) To appear and represent us before any notary, Registrar of Assurances, District Registrar, Additional District Sub-Registrar, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to sign and to execute the documents and present the same for registration and complete for registration and to acknowledge and register or have registered and performed any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Boundary Declaration, and/or any kind of instruments writing executed and signed by the said Attorney in any manner after taking permission from the Authority concerned if it is required concerning the said property as per said registered Development Agreement in connection with the **DEVELOPER'S ALLOCATION** only.
- xxi) To take necessary steps for registration of building or any part alongwith the proportionate share of land the entire construction represented by our Attorney as per said Development Agreement.
- xxii) To convey prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
- xxiii) To file and defend suits, cases, appeals and applications of whatsoever nature for and on behalf of or to be institute preferred by or any person or persons in respect of the said property.
- xxiv) To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof.
- xxv) To sign declare and/or affirm any plaint, written statements petitions, affidavits, verifications, yokaltnamas, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.
- xxvi) To deposit and withdraw free, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.



AND GENERALLY TO act as our Attorney in relation to all matters touching our said property and on our behalf to do all instruments, acts, nature, deeds and things as fully and effectually as We would do if We would personally present.

AND We hereby ratify and confirm and agree or undertake and whatsoever our said Attorney appointed under this Power herein above contained shall lawfully do or cause to be done in the right of or by virtue of these presents including such confirming and other works.

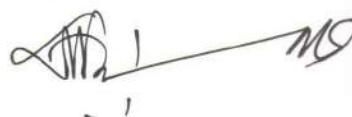
SCHEDULE - A OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of total land measuring net land area of **5 (Five)** Cottahs **0 (Zero)** Chittack **0 (Zero)** Sq.ft. more or less as per present physical measurement together with a two storied building measuring each floor area of 1000 (One Thousand) Sq.ft. more or less having cemented flooring standing thereon **and after demolishing the said building a new ground plus four storied building with lift facility shall be erected and the entire property is lying and situated in Mouza - Chakganiagachi, J.L. No. 24, R.S. No. 8½, Touzi No.151, Pargana - Khaspur, comprised in R.S. Dag No. 40, under R.S. Khatian No. 37, A.D.S.R. Office at Sealdah and D.S.R. Office at Alipore, within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known as K.M.C. Premises No. 1150, Mukundapur, Assessee No. 31-109-07-1150-0, under presently P.S. Panchasayar, (formerly P.S. Purba Jadavpur), Kolkata – 700 099, in the District of South 24-Parganas and the property Zone name is Mukundapur More--Daspara/Chak Garia and entire amalgamated land and property is butted and bounded by:**

ON THE NORTH : 20'-0" wide common passage;
ON THE SOUTH : 20'-0" wide common passage;
ON THE EAST : Land of R.S. Dag No. 40/Scheme Plot Nos. 3 & 8;
ON THE WEST : Land of R.S. Dag No. 40/Scheme Plot Nos. 1 & 6.

SCHEDULE – ‘B’ ABOVE REFERRED TO
(OWNERS’ ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

The **OWNERS** shall jointly get the entire 50% of sanction flat area on different floors each floor consisting of two flats and 50% of sanction Car Parking



area on ground floor of the proposed ground plus four storied building to be erected at the cost of the DEVELOPER. The OWNERS shall jointly get entire complete First Floor flats (consisting of two flats), one flat on Third Floor, Northern side to be calculated as 50% of total sanction Third Floor flat area, and one flat on Fourth Floor, Southern side to be calculated as 50% of total Fourth Floor sanction flat area and 50% of Car Parking Space area to be situated on Ground Floor Southern side of the proposed building. The OWNERS shall receive the total adjustable advance of Rs. 25,00,000/- (Rupees Twenty Five Lac) only time to time from the DEVELOPER as per followings :

- E) The payment is already done = Rs. 13,50,000/- (Rupees Thirteen Lac Fifty Thousand) only as shown in the memo below.
- F) Expenses On account Of Payment Arrear KMC Tax, duly paid by the Developer after amalgamation mutation of B.L. & L.R.O. with Conversion of Whole Plot in favour of the Owners to be done as consolidated = Rs.10,00,000.00 (Ten Lakh)Only.
- G) At the Time Of Registration of Development Agreement & Power Of Attorney = Rs. 1,50,000.00 (One Lakh Fifty Thousand) only duly paid as shown in the memo below.
- H) Till date the OWNERS have received the sum of Rs. 15,00,000/- (Rupees Fifteen Lac) only as shown in the memo below and the OWNERS have acknowledged the receipt of the same.

The OWNERS will refund the total advance within 12(Twelve) Months from the Date of signing of Development Agreement without any interest to the DEVELOPER.

If the OWNERS fail to refund back the said amount or Part thereof on and within 12 (Twelve) months from the date of receipt of the amount, the DEVELOPER shall adjust the said amount at the time of handing over Owners' Allocated portion @ Rs. 3,500/- (Rupees Three Thousand Five Hundred) per Sq.ft. on built up area and for the same one flat of the Owners' Allocation i.e. on Third Floor, Northern side flat of the building shall be charged and/or encumbered by the DEVELOPER till the date of realization of the aforesaid amount.

For the same the OWNERS and the DEVELOPER shall jointly sell the Owners' Allocated Third Floor Southern side Flat and the DEVELOPER shall then realize the



total adjustable amount from the Owners' Allocated portion @ Rs. 3,500/- (Rupees Three Thousand Five hundred) only per Sq.ft. on built up flat area.

Immediate after completion of mutation and conversion of the amalgamated land, building plan shall be submitted before K.M.C. for sanction. The entire building shall be completed within 24 (Twenty-four) months from the date of sanctioning building plan. The OWNERS shall enjoy their allocation together with undivided proportionate share of land and also right of use the common rights and facilities as mentioned in the SCHEDULE "C" hereunder written.

**SCHEDULE - 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)**

Stair-case and landings, common passage, water lines and water, electricity main service line and its wiring, meter space, land and boundary wall, lift, lift-well, lift lobby, Care Taker's room on the ground floor (if any), fixtures and fittings, vacant spaces, roof, and mumpny roof of the building, stair, main gate and entrance, proportionate land, pump and motor, septic tank, water reservoir and over head water tank.

**SCHEDULE - 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)**

The DEVELOPER shall get ALL THAT piece and parcel of all other rest 50% of sanction Flat/Flats area each floor consisting of two flats and rest 50% of Parking Space area etc. of the proposed building excluding the Owners' Allocated 50% of sanction flat area and 50% Car Parking area as mentioned in the SCHEDULE "B" above. The Developer's 50% allocated flat shall be situated at entire Second Floor flat (consisting of two flats), 50% flat area on Third Floor, Southern side flat and 50% flat area on Fourth Floor, Northern side flat of the ground plus four storied building with lift facility and 50% Car Parking Space are on Ground Floor, Northern side of the building. The entire proposed ground plus four storied building shall be constructed by the DEVELOPER at its cost as per sanction building plan to be sanctioned by K.M.C. on the total net land duly amalgamated and also as per annexed specification alongwith undivided proportionate land share out of total land as mentioned in the SCHEDULE - 'A' above duly amalgamated and all the common facilities as mentioned in the SCHEDULE - 'C' above.



IN WITNESS WHEREOF the Party have put their respective signature hereto the day, month and year first above written.

WITNESSES:

1. Abhejil Kumar Misra
Vill. Nej Mai Tana
P.O. Battala
Dist. Purba Midnapur

2. Tapan Misra
Advocate
High Court,
Calcutta

1. Shikha Nandi

2. Harendra Kumar Nandi

SIGNATURE OF THE OWNERS

For BASBHUMI
D. Bhattacharya
(DEBABRATA BHATTACHARYA)
Proprietor

SIGNATURE OF THE DEVELOPER

Read over, explained in Vernacular to the
Parties and admitted to be correct and as per
the instructions given by the parties, drafted
by me and prepared in my chamber.

Debes Kumar Misra (DKM)
(DEBES KUMAR MISRA)
ADVOCATE [Enrollment No.F/364/329/1989]
HIGH COURT, CALCUTTA
Resi-cum-Chamber :69/1, Baghajatin
Place, Kolkata-700086
MOB. 9830236148 (D.K.M.),
9051446430 (Somesh),
9836115120 (Tapan)

ANNEXURE : X

SCHEDULE OF WORK

(SPECIFICATION OF THE BUILDING CONSTRUCTION)

All Civil Work as per I.S.I. standard and Cement will be used Ultratech/Novoco or equivalent and Steel will be used Tata Tiscon/Shyam or equivalent.

1. Entire Floor vitrified tiles inside the flat, Marble in staircase.
2. Sal wood frame in door.
3. Factory made phenol bonded ply flush door shutter in door.
4. M.S. Grill (Square Bar) and Aluminum sliding windows.
5. Putty in inside wall of the building.
6. Weather coat paints (Asian paint/Berger/ICI) in outside wall.
7. Synthetic enamel paint in doors & windows grill (Asian paint/Berger/ICI).
8. Colour glazed tiles (12"x18") in W.C. and toilets upto window height and 2 ft. height in kitchen.
9. Polished Green Marble on kitchen platform.
10. Polished Green Marble/steel sink in kitchen.
11. Concealed electrical & water supply line.
12. Verandah railing up to window seal height.
13. White vitreous commode, pan, and basin of Hindware/Parryware.
14. Main door one side Door screen finishes with necessary fittings.
15. Roof tiles on roof for leak and heat proof with a coat of SIKALATEX.
16. ESSCO/Parryware Mark plumbing fittings.
17. Two Nos. of Sheetgate in boundary wall for easy access.
18. Lift (Flex Elevator or equivalent) shall be installed in the Building.

ELECTRICAL SPECIFICATION OF FLAT



1. Bed Room - 3 Light points, 1 Fan point, 1 Plug point.
2. Drawing/Dining - 3 Light points, 1/2 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point.
3. Kitchen - 1 Light point, 2 Plug point (15 amp.), 1 Exhaust Fan point.
4. Toilet - 1 Light point, 1 Greaser point, 1 Exhaust Fan point.
5. W.C. - 1 Light point, 1 Exhaust Fan point.
6. Verandah - 1 Light Point.
7. Flat wise separate Main Switch and 1 A.C. point in master Bed Room.

It is noted that if any extra work is done out of the said specification by the OWNERS, for such extra work, the OWNERS shall pay the necessary cost to the DEVELOPER.

Shikha Nandi

Harendra Kumar Nandi

For BASBHUMI

D. Shukla
Proprietor

MEMO OF CONSIDERATION

RECEIVED the sum of **Rs.15,00,000/- (Rupees Fifteen Lac)** only from the **DEVELOPER** as the adjustable advance against the property as mentioned in the **SCHEDULE -“A”** above in the manner followings :-

Sl. No.	Chq No/Trf .Ref no.	Date	Name of the Bank & Branch	Amount (Rs.)
01.	NEFT - ZL26MHRX4224	17.01.2023	Axis Bank To PNB	Rs. 25,000.00
02.	NEFT - AXMB230592152030	28.02.2023	Axis Bank To PNB	Rs. 1,00,000.00
03	NEFT-CTT8A1CJ54	01.03.2023	Axis Bank To PNB	Rs. 1,00,000.00
04.	IMPS - WT4BPSCH0953	20.03.2023	Axis Bank To PNB	Rs. 30,000.00
05.	IMPS - VIIX75VK5759	29.04.2023	Axis Bank To PNB	Rs. 1,20,000.00
06.	105346	29.04.2023	Central Bank of India, Ghughudanga Br.	Rs. 1,25,000.00
07.	IMPS- P2A/319615630216	15.07.2023	Axis Bank To PNB	Rs. 75,000.00
08.	NEFT-AXOIR32007410983	19.07.2023	Axis Bank To PNB	Rs. 25,000.00
09.	IMPS-P2A/32171940260	05.08.2023	Axis Bank To PNB	Rs. 50,000.00
10.	IMPS- P2A/323115270838	19.08.2023	Axis Bank To PNB	Rs. 50,000.00
11.	NEFT-AXOIR32566086413	13.09.2023	Axis Bank To PNB	Rs. 1,00,000.00
12.	IMPS-P2A/327114966504	28.09.2023	Axis Bank To PNB	Rs. 1,00,000.00
13.	NEFT-AXOIR32723910496	29.09.2023	Axis Bank To PNB	Rs. 1,00,000.00
14.	IMPS-P2A/331514911079	11.11.2023	Axis Bank To PNB	Rs. 1,00,000.00
15.	IMPS-P2A/333319354829	29.11.2023	Axis Bank To PNB	Rs. 1,00,000.00
16.	IMPS-P2A/333521751407	01.12.2023	Axis Bank To PNB	Rs. 1,00,000.00
17.	IMPS-P2A/403720766992	06.02.2024	Axis Bank To PNB	Rs. 50,000.00
18.	959175	25.06.2024	State Bank of India, Dum Dum Branch	Rs. 1,50,000.00

TOTAL : Rs. 15,00,000.00

(Total Rupees Fifteen Lac Fifty Thousand) only

WITNESSES:

1. *Abhejil Kumar Mishra
vill Nij Maitana
P.O. Battla
Dist- Purba Medinipur*

1. *Shikha Nandi*

2. *Tapesh Mishra
Advocate
High Court
Calcutta*

2. *Harendra Kumar Nandi*

SIGNATURE OF THE OWNERS

*ABHEJIL KUMAR MISHRA
Advocate*



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



192024250091364438

GRN Details

GRN:	192024250091364438	Payment Mode:	SBI Epay
GRN Date:	24/06/2024 17:41:41	Bank/Gateway:	SBIEPay Payment Gateway
BRN :	6691206610040	BRN Date:	24/06/2024 17:42:49
Gateway Ref ID:	CHQ2990028	Method:	State Bank of India NB
GRIPS Payment ID:	240620242009136442	Payment Init. Date:	24/06/2024 17:41:41
Payment Status:	Successful	Payment Ref. No:	2001548039/1/2024

[Query No/*/Query Year]

Depositor Details

Depositor's Name:	Mr Debabrata Bhattacharya
Address:	8R, Roy Para By Lane, Sinthee, Kolkata 700 050
Mobile:	9331028661
Period From (dd/mm/yyyy):	24/06/2024
Period To (dd/mm/yyyy):	24/06/2024
Payment Ref ID:	2001548039/1/2024
Dept Ref ID/DRN:	2001548039/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001548039/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	9971
2	2001548039/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	15028
			Total	24999

IN WORDS: TWENTY FOUR THOUSAND NINE HUNDRED NINETY NINE ONLY.



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name **SHIKHA NANDI**

Signature *Shikha Nandi*



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name **HARENDR A KUMAR NANDI**

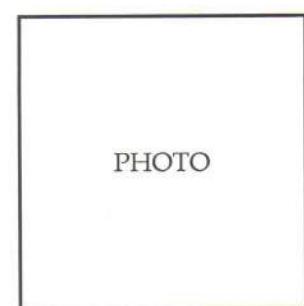
Signature *Harendra Kumar Nandi*



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name **DEBABRATA BHATTACHARYA**

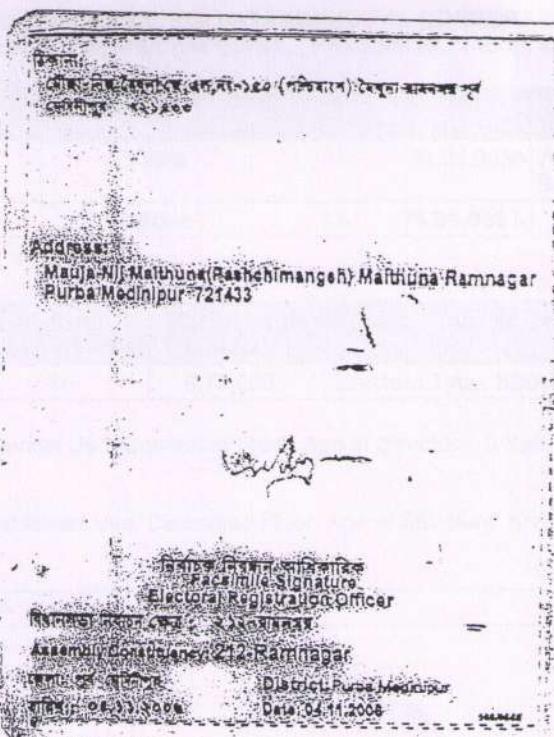
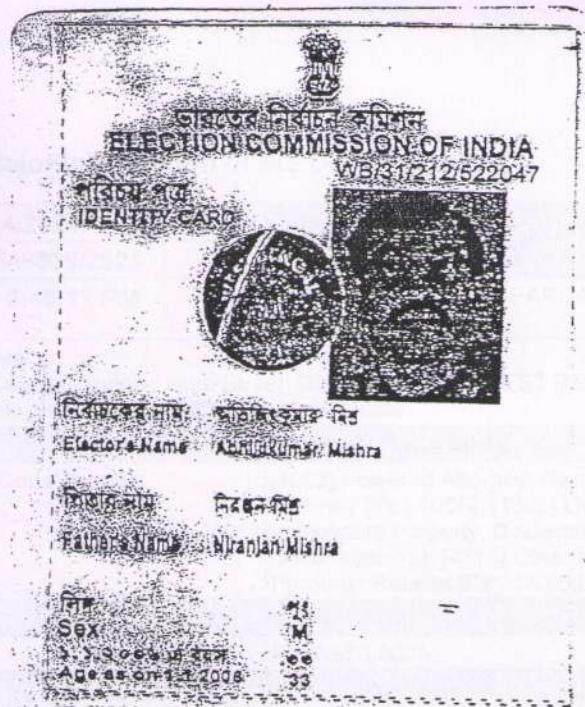
Signature *D. Bhattacharya*



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name

Signature



Major Information of the Deed

Deed No :	I-1604-07084/2024	Date of Registration	25/06/2024		
Query No / Year	1604-2001548039/2024	Office where deed is registered			
Query Date	22/06/2024 8:45:17 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas			
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017593682, Status : Advocate				
Transaction	Additional Transaction				
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]			
Set Forth value	Market Value				
Rs. 3/-	Rs. 83,70,003/-				
Stampduty Paid(SD)	Registration Fee Paid				
Rs. 10,071/- (Article:48(g))	Rs. 15,060/- (Article:E, E, E,)				
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)				

Land Details :

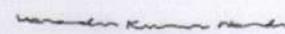
District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: MUKUNDA PUR, Road Zone : (Mukundapur More – Daspara/Chak Garia) , Premises No: 1150, , Ward No: 109 Pin Code : 700099

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		5 Katha	1/-	76,95,003/-	Width of Approach Road: 20 Ft.,
Grand Total :					8.25Dec	1 /-	76,95,003 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	2/-	6,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
	Total :	1000 sq ft	2 /-	6,75,000 /-	

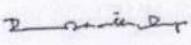
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Shikha Nandi Wife of Mr Harendra Kumar Nandi Executed by: Self, Date of Execution: 25/06/2024 , Admitted by: Self, Date of Admission: 25/06/2024 ,Place : Office		 Captured	
	1150, Mukundapur, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX2 , PAN No.: bvxxxxxxxx1q, Aadhaar No: 24xxxxxxxx3117, Status :Individual, Executed by: Self, Date of Execution: 25/06/2024 , Admitted by: Self, Date of Admission: 25/06/2024 ,Place : Office			
2	Name	Photo	Finger Print	Signature
	Mr Harendra Kumar Nandi Wife of Banamali Nandi Executed by: Self, Date of Execution: 25/06/2024 , Admitted by: Self, Date of Admission: 25/06/2024 ,Place : Office		 Captured	
	1150, Mukundapur, City:- , P.O:- Mukundapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India Date of Birth:XX-XX-1XX3 , PAN No.: abxxxxxxxx8p, Aadhaar No: 78xxxxxxxx5461, Status :Individual, Executed by: Self, Date of Execution: 25/06/2024 , Admitted by: Self, Date of Admission: 25/06/2024 ,Place : Office			

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Messrs Basbhumi 8R, Roy Para Bye Lane, City:- , P.O:- Sinti, P.S:-Sinti, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 Date of Incorporation:XX-XX-2XX8 , PAN No.: afxxxxxxxx1p,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Debabrata Bhattacharya (Presentant) Son of Late Nripendra Nath Bhattacharjee Date of Execution - 25/06/2024, Admitted by: Self, Date of Admission: 25/06/2024, Place of Admission of Execution: Office	 Jun 25 2024 1:43PM	 Captured LTI 25/06/2024	 25/06/2024
8R, Roy Para Bye Lane, City:- , P.O:- Sinthi, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: AFxxxxxx1P, Aadhaar No: 31xxxxxxxx3802 Status : Representative, Representative of : Messrs Basbhumti (as Proprietorship)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Abhijit Kumar Mishra Son of Late Niranjan Mishra Village- Nij Maitana, City:- , P.O:- Battala, P.S.-Ranagar, District:-Purba Midnapore, West Bengal, India, PIN:- 721433	 25/06/2024	 Captured 25/06/2024	 25/06/2024
Identifier Of Mrs Shikha Nandi, Mr Harendra Kumar Nandi, Mr Debabrata Bhattacharya			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Shikha Nandi	Messrs Basbhumti-4.125 Dec
2	Mr Harendra Kumar Nandi	Messrs Basbhumti-4.125 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Shikha Nandi	Messrs Basbhumti-500.00000000 Sq Ft
2	Mr Harendra Kumar Nandi	Messrs Basbhumti-500.00000000 Sq Ft

Endorsement For Deed Number : I - 160407084 / 2024

On 25-06-2024

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

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

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

Presented for registration at 13:12 hrs on 25-06-2024, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr Debabrata Bhattacharya ..

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 83,70,003/-

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

Execution is admitted on 25/06/2024 by 1. Mrs Shikha Nandi, Wife of Mr Harendra Kumar Nandi, 1150, Mukundapur, P.O: Mukundapur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession House wife, 2. Mr Harendra Kumar Nandi, Banamali Nandi, 1150, Mukundapur, P.O: Mukundapur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession Retired Person

Indentified by Mr Abhijit Kumar Mishra, , , Son of Late Niranjan Mishra, Village- Nij Maitana, P.O: Battala, Thana: Ramnagar, , Purba Midnapore, WEST BENGAL, India, PIN - 721433, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 25-06-2024 by Mr Debabrata Bhattacharya, Proprietorship, Messrs Basbhumi (Sole Proprietorship), 8R, Roy Para Bye Lane, City:- , P.O:- Sinthi, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050

Indentified by Mr Abhijit Kumar Mishra, , , Son of Late Niranjan Mishra, Village- Nij Maitana, P.O: Battala, Thana: Ramnagar, , Purba Midnapore, WEST BENGAL, India, PIN - 721433, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,060.00/- (B = Rs 15,000.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 15,028/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/06/2024 5:42PM with Govt. Ref. No: 192024250091364438 on 24-06-2024, Amount Rs: 15,028/-, Bank: SBI EPay (SBEPay), Ref. No. 6691206610040 on 24-06-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 21431, Amount: Rs.100.00/-, Date of Purchase: 24/06/2024, Vendor name: Smriti Bikash Das Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/06/2024 5:42PM with Govt. Ref. No: 192024250091364438 on 24-06-2024, Amount Rs: 9,971/-, Bank: SBI EPay (SBEPay), Ref. No. 6691206610040 on 24-06-2024, Head of Account 0030-02-103-003-02

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2024, Page from 221076 to 221113

being No 160407084 for the year 2024.



(Anupam Halder)

Digitally signed by Anupam Halder
Date: 2024.07.09 11:31:09 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 09/07/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.

DATED THIS 25TH DAY OF JUNE 2024

B E T W E E N

1. SMT. SHIKHA NANDI
2. SRI HARENDRA KUMAR NANDI

OWNERS/VENDORS

AND

MESSRS BASBHUMI
SOLE PROPRIETOR
SRI DEBABRATA BHATTACHARYA

DEVELOPER

DEVELOPMENT AGREEMENT
ALONG WITH DEVELOPER
POWER OF ATTORNEY

MR. DEBES KUMAR MISRA WITH
SOMESH MISHRA & TAPESH MISHRA
ADVOCATES
HIGH COURT, CALCUTTA
69/1, BAGHAJATIN PLACE
(NEAR BAGHAJATIN RLY. STN.)
KOLKATA-700086.
MOBILE : 9830236148
9051446430, 9836115120.