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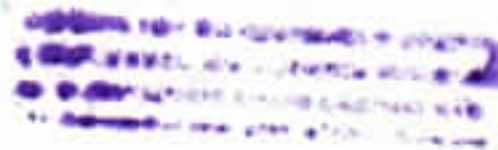
INDIA NON JUDICIAL

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18/02/2022
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**DEVELOPMENT AGREEMENT WITH
POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT WITH POWER OF
ATTORNEY is made this the 18th day of February, 2022
(Two Thousand Twenty Two);

BETWEEN

District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore South 24 Parganas

18 FEB 2022

[1] **DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at "Ashirbad" Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata- 700150, District - South 24 Parganas, and **(2) SRI ARINDAM MUKHERJEE (PAN AFTPM1701N, Aadhar Number 7912 1818 4602)**, son of Late Arun Bikash Mukherjee, by faith: Hindu, by Occupation: Service, by Nationality: Indian, permanent resident of 300, Ramkrishna Pally, Sonarpur, Kolkata 700150, West Bengal, presently residing at G-1 Express Residency, Basappa Road, Shantinagar, Bangalore 560027, hereinafter called and referred to as "**the LAND OWNERS / OWNERS / FIRST PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800) a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation - Business, residing at AT-189, Sonargaon Housing society, Gate

No. - III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. - III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, authorized vide board resolution dated 01.02.2022 hereinafter referred to as the **"DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns) of the **OTHER PART:**

WHEREAS Ashrama Praktan Chhatra Sangha Narendrapur, District - South 24 Parganas a body corporate registered under Act, 1860 having its registered office at Narendrapur, P.S.- Sonarpur, South 24 Parganas had been seized and possessed of

ALL THAT the piece and parcel of land mentioned and described in the Schedule hereunder written.

AND WHEREAS said Ashrama Praktan Chhatra Sangha, Narendrapur on 06.06.1967 sold and transferred 5(five) Cottahs 1(one) Chittacks land in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, R.S. Dag No. 157 and 158, being Plot No. 292 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas in favour of Sri Bhola Nath Mukherjee and said Deed of Conveyance has been registered at A.D.S.R. Sonarpur and registered in Book No.1, Volume No. 14, pages 155 to 158, being Deed No. 862 for the year 1967.

AND WHEREAS said Sri Bhola Nath Mukherjee after purchased the said land and enjoyed the said land with free from all encumbrances whatsoever.

AND WHEREAS by virtue of a Deed of Conveyance on 29th day of June, 1979 said Sri Bhola Nath Mukherjee sold and transferred said 5(five) Cottahs 1(one) Chittacks land in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, R.S. Dag No. 157 and 158, being Plot No. 292 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas in favour of Smt. Amrita Lahiri, wife of Sri Dhrubajyoti Lahiri. The said Deed of Conveyance was registered at D.S.R.

Alipore and recorded in Book No.I, Volume No. 117, pages 25 to 30, being Deed No. 4359 for the year 1979.

AND WHEREAS after purchased the said property, the said Smt. Amrita Lahiri mutated her name in the office of B.L. & L.R.O. and Rajpur-Sonarapur Municipality of the above mentioned property and paid taxes regularly and seized and possessed the same free from all encumbrances.

AND WHEREAS by a Deed of Conveyance dated 10th day of March, 2011 the said Smt. Amrita Lahiri, sold, transferred and conveyed ALL THAT piece and parcel of land measuring 5(five) Cottahs 1(one) Chittacks land in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, R.S. Dag No. 157 and 158, being Plot No. 292 of Sri Ramkrishna Pally, Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), Holding No. 946, under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas unto and in favour of Mrs. Srabani Mukherjee and Mr. Debadidev Gayen. The said Deed of Conveyance has been duly registered before D.S.R.-IV, Alipore, South 24 Parganas and recorded in Book No.I, CD Volume No. 7, pages from 1137 to 1152, being No. 01901 for the year 2011.

AND WHEREAS by virtue of the said Deed of Conveyance, said Mrs. Srabani Mukherjee and Mr. Debadidev Gayen jointly got the said land measuring 5(five) Cottahs 1(one) Chittacks land in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, R.S. Dag No. 157 and 158, being Plot No. 292 of Sri Ramkrishna

Pally, Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), Holding No. 946, under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas and mutated their name in B.L. & L.R.O. and Rajpur Sonarpur Municipal and enjoying the same free from all encumbrances by paying taxes regularly to the concerned authorities.

AND WHEREAS the said Mrs. Srabani Mukherjee gifted and transferred her undivided $1/2$ share of land measuring **2 Cottahs 8 Chittacks 22.5 sq.ft.** out of total land measuring 5 Cottahs 1 Chittacks in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1160, under R.S. Dag No. 157 and 158, L.R. Dag No. 116, being Plot No. 292 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), Holding No. 946, under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas unto and in favour of her co-sharer Mr. Debadidev Gayen, the Owner No.1 herein by virtue of a Deed of Gift dated 27th day of August, 2018 which has been duly registered before D.S.R.-IV, South 24 Parganas and recorded in Book No.I, Volume No. 1604-2018, pages from 158258 to 158278, being No. 160405333 for the year 2018.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance and Deed of Gift the said **Mr. Debadidev Gayen, the Owner No.1** herein is now sole and absolute owner of **ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks together with structure standing thereon in Mouza- Nischintapur, J.L.

No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1160, under R.S. Dag No. 157 and 158, L.R. Dag No. 116, being Plot No. 292 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), Holding No. 946, Mission Pally Road, under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas, with all easements.

AND WHEREAS said Debadidev Gayen, land owner no. 1 herein mutated his name in B.L & L.R.O, as L.R. Khatian No. 1159, L.R. Dag No. 116 in respect of land measuring 5 Cottahs 1 Chittacks together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1160, under R.S. Dag No. 157 and 158, L.R. Dag No. 116, being Plot No. 292 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), Holding No. 946, Mission Pally Road, under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas.

AND WHEREAS one Dr. Jagadish Narayan Sarkar on 06-Jun-1967 purchased a plot of land measuring 5 Cottahs 1 Chittacks in Mouza : Nischintapur, J.L. No. 53, Touzi No. 285, Pargana: Medanmalla, R.S. Khatian No. 56 & 21, R.S. Dag No. 157 & 158, being Scheme Plot No. 293, Ramkrishna Pally, P.S. Sonarpur, District: South 24 Parganas by virtue of a Deed of Conveyance executed by Ashrama Praktan Chattra Sangha, Narendrapur, South 24 Parganas and said Deed of Conveyance has been registered before S.R. Baruipur and recorded in Book

No. 1, Volume No. 15, pages 83 to 86, being deed No. 863 for the year 1967.

AND WHEREAS said Dr. Jagadish Narayan Sarkar mutated his name in B.L. & L.R.O. being L.R. Khatian No. 184, L.R. Dag No. 115, in the said land.

AND WHEREAS said Dr. Jagadish Narayan Sarkar died intestate on 16-Nov-1991 leaving behind his wife Smt. Leela Sarkar, since deceased, two married daughters namely Smt. Suparna Majumdar and Smt. Sudeshna Sinha and two sons namely Sri. Pradeep Kumar Sarkar and Sri. Somnath Sarkar as his legal heirs and successors.

AND WHEREAS said Smt. Lila Rani Sarkar alias Smt. Leela Sarkar having died intestate on 20-Jul-2008 leaving behind her two sons and two daughters to inherit one-fourth share each in respect of the above-mentioned piece and parcel of land measuring 5 Cottahs 1 Chittak of land more or less more particularly described in the schedule herein below.

AND WHEREAS said Smt. Suparna Majumdar and Smt. Sudeshna Sinha jointly executed a registered General Power of Attorney on 05-Jan-2011 in favour of Sri. Pradeep Kumar Sarkar and said power of attorney was duly registered before A.R.A (III), Kolkata and recorded in Book IV, CD Vol No. 1, pages 663 to 672, being No. 00053 for the year 2011.

AND WHEREAS said Sri. Pradeep Kumar Sarkar on 01-Mar-2011 executed a deed of gift of his own one-fourth share and as a constituted attorney of Smt. Sudeshna Sinha and Smt. Suparna Majumdar two-fourths share i.e. total three-fourths share of above-mentioned land measuring 5 Cottahs 1 Chittacks in Mouza: Nischintapur, J.L. No. 53, Touzi No. 285, Pargana: Medanmalla, R.S. Khatian No. 56 & 21, R.S. Dag No. 157 & 158, L.R. Khatian No. 184 and L.R. Dag No.115, being Scheme Plot No. 293, Ramkrishna Pally, P.S. Sonarpur, District: South 24 Parganas in favour of Sri. Somnath Sarkar and said deed of gift duly registered before A.R.A (I), Kolkata and recorded in Book I, CD Vol No. 4, pages 7231 to 7248, being No. 01725 for the year 2011.

AND WHEREAS in the aforesaid deed of gift being deed No. 01725 for the year 2011 certain errors have accidentally and inadvertently crept in which requires rectification in the matter hereinafter appearing rectified and corrected in the schedule of the said deed of gift the words R.S. 115 instead of L.R. 115 as rectified and modify the said deed of gift shall be in full force and effect.

AND WHEREAS said Smt. Suparna Majumdar and Smt. Sudeshna Sinha jointly executed a deed of gift on 17-Feb-2015 transferred their two-fourths share along with above mentioned rectification of previous deed of gift being No. 01725 for the year 2011, in favour of Sri Somnath Sarkar and said deed of gift duly registered before A.R.A (I), Kolkata and recorded in Book I, CD

Vol No. 4, pages 1352 to 1367, being No. 01333 for the year 2015.

AND WHEREAS the said Sri Somnath Sarkar was the sole and absolute owner of land measuring 5 Cottahs 1 Chittacks in Mouza: Nischintapur, J.L. No. 53, Touzi No. 285, Pargana: Medanmalla, R.S. Khatian No. 56 & 21, R.S. Dag No. 157 & 158, L.R. Khatian No. 184 and L.R. Dag No.115, being Scheme Plot No. 293, Ramkrishna Pally, P.S. Sonarpur, District: South 24 Parganas.

AND WHEREAS the said Sri Somnath Sarkar mutated his name in B.L. & L.R.O. being L.R. Khatian No. 1245 in L.R. Dag No. 115 and also mutated his name in Rajpur-Sonarpur Municipality being Holding No. 4096 and paying taxes regularly and enjoying the said property being free from all encumbrances.

AND WHEREAS by a Deed of Conveyance dated 01st day of October, 2021 said Sri Somnath Sarkar sold, transferred and conveyed **ALL THAT** piece and parcel of danga land measuring 5 Cottahs 1 Chittacks in Mouza: Nischintapur, J.L. No. 53, Touzi No. 285, Pargana: Medanmalla, R.S. Khatian No. 56 & 21, now L.R. Khatian No. 1245, R.S. Dag No. 157 and 158, now L.R. Dag No.115, being Scheme Plot No. 293, Ramkrishna Pally, P.S. Sonarpur, now Narendrapur, within the limits of Rajpur-Sonarpur Municipality, Ward No. 8, Holding No. 4096, Ramkrishna Pally, Kolkata - 700150, District : South 24 Parganas unto and in favour of Sri Arindam Mukherjee, the

Owner No.2 herein. The said Deed of Conveyance has been duly registered before D.S.R.-III, South 24 Parganas and recorded in Book No.I, Volume No. 1603-2021, pages from 287346 to 287372, being No. 160308869 for the year 2021.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance the said Sri Arindam Mukherjee, the Owner No.2 herein is now sole and absolute owner of **ALL THAT** piece and parcel of danga land measuring 5 Cottahs 1 Chittacks in Mouza: Nischintapur, J.L. No. 53, Touzi No. 285, Pargana: Medanmalla, R.S. Khatian No. 56 & 21, now L.R. Khatian No. 1245, R.S. Dag No. 157 and 158, now L.R. Dag No.115, being Scheme Plot No. 293, Ramkrishna Pally, P.S. Sonarpur, now Narendrapur, within the limits of Rajpur-Sonarpur Municipality, Ward No. 8, Holding No. 4096, Ramkrishna Pally, Kolkata - 700150, District : South 24 Parganas, with all easements.

AND WHEREAS the said Sri Arindam Mukherjee mutated his name in B.L. & L.R.O. being L.R. Khatian No. 1846 in L.R. Dag No. 115 and paying taxes regularly and enjoying the said property being free from all encumbrances.

AND WHEREAS for better benefit and enjoyment of the owners herein to this present have jointly decided to erect construct a single building by amalgamation all their properties and on the basis of the same both the owners have jointly agreed to exchange of land from their respective possession in between themselves.

AND WHEREAS the owners herein jointly executed a Deed of Amalgamation on 11th February 2022 and after amalgamation will be obtained by both the owners herein **ALL THAT** a piece and parcel of land measuring more or less 10(ten) Cottahs 02(two) Chittacks together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159, & 1846 under R.S. Dag No. 157 and 158, L.R. Dag No. 115 & 116, being Plot No. 292 & 293 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8, Holding No. 946, Mission Pally Road, under P.S.- Sonarpur, at present Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal. The said Deed of Amalgamation has been duly registered before D.S.R. V, Alipore, South 24 Parganas and recorded in Book No.1, Volume No.1630-2022 pages 35127 To 35157, being No. 163001214 for the year 2022.

AND WHEREAS by virtue of aforesaid amalgamation the Owners herein are now joint owners of **ALL THAT** a piece and parcel of land measuring more or less 10(ten) Cottahs 02(two) Chittacks and is physical possession 9 Cottahs 15 Chittacks 36 sq.ft. together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1846, under R.S. Dag No. 157 and 158, L.R. Dag No. 115 & 116, being Plot No. 292 & 293 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8, Holding No. 946, Mission Pally Road, under P.S.- Sonarpur, at present Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal which is more particularly described in the **SCHEDULE "A"** of this Agreement

and otherwise well and sufficiently entitled free from all encumbrances, charges, liens, etc and the title of the FIRST PARTY in and over the said land is absolutely clear, marketable and free of all encumbrances whatsoever.

AND WHEREAS the First Party / **LAND OWNERS** have represented that they are desirous of developing the land for construction of a multistoried building but are at present short of funds to initiate the process of doing the same. The First Party stated inter alia that they are desirous of constructing the above said building for their own residential purpose but do not possess the financial means to do the same. They also represented that they are in requirement of financial assistance for their own personal need and as want to dispose off the excess floor area which can be constructed in the land as described in Schedule-A herein below and the Owners is now desirous that the said land be developed by constructing a residential Building thereon by the Developer in accordance with the Plan and to which the Developer has agreed to develop the same on the terms and conditions hereinafter appearing:-

AND WHEREAS the **SECOND PARTY / DEVELOPER** is a reputed Developer of Ownership buildings / flat / apartment, etc. and is interested in developing the **LAND OWNERS'S** land and constructing a multistoried storied residential cum commercial building thereon with the objective to sell off the Developer's allocation of the proposed building according to ratio

after satisfying or giving possession to the **LAND OWNERS** according to their allocation in the proposed building.

AND WHEREAS acting on the basis of the above representation made by the both the parties, it has now been mutually agreed by and between the parties hereto that the Second Party / **DEVELOPER** shall at his own cost develop the said property more fully and particularly described in the Schedule- A hereunder written and hereinafter referred to as the SAID LAND on the terms and conditions and in the manner hereinafter provided.

In this Deed of Agreement wherever the context so admits, Singular includes Plural, Masculine includes Feminine and vice versa.

NOW THIS DEED OF AGREEMENT FOR DEVELOPMENT OF THE SAID LAND AND CONSTRUCTION OF RESIDENTIAL MULTISTORIED BUILDING THEREON WITNESSETH AND IT IS HEREBY AGREED TO, BY AND BETWEEN THE PARTIES AS FOLLOWS :

- A. The **OWNERS** : Shall mean the Owners above named and their heirs, executors, administrators, legal representatives and/or assigns.
- B. The **DEVELOPER** : Shall mean the Developer above named and its partners, successors and/or assigns.

C. The said **PROPERTY** : **ALL THAT** a piece and parcel of land measuring more or less 10(ten) Cottahs 02(two) Chittacks and is physical possession 9 Cottahs 15 Chittacks 36 sq.ft. together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1846, under R.S. Dag No. 157 and 158, L.R. Dag No. 115 & 116, being Plot No. 292 & 293 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8, Holding No. 946, Ramkrishna Pally, Mission Pally Road, under P.S.- Sonarpur, at present Narendrapur Kolkata-700150, District - South 24 Parganas, West Bengal.

ARTICLE : "I" DEFINITIONS

A. **LAND** :-

SAID LAND shall mean **ALL THAT** a piece and parcel of land measuring more or less 10(ten) Cottahs 02(two) Chittacks and is physical possession 9 Cottahs 15 Chittacks 36 sq.ft. together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1846, under R.S. Dag No. 157 and 158, L.R. Dag No. 115&116, being Plot No.

292 & 293 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 Holding No. 946, Ramkrishna Pally, Mission Pally Road, under P.S.- Sonarpur at present Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal, more fully described in the **SCHEDULE "A"** hereunder written.

B. **BUILDING:-**

BUILDING shall mean and include the earthquake resistant multistoried RCC Building with necessary and associated structure / infrastructure as may be decided by the Developer but in accordance with the plan sanction by the Rajpur Sonarpur Municipality and other appropriate Authorities for construction of the Building at the cost of the DEVELOPER on the said LAND of the OWNERS and shall include the Car Parking and other spaces intended for the use of the occupants of the Building on such terms as may be agreed with them.

C. **OWNERS AND DEVELOPER:-**

Shall include their respective Transferees/Nominees.

D. **COMMON FACILITIES:-**

Shall mean and include corridors, stairways, liftwell, lift, drains, water pumps, water storage, overhead tanks, gardens and other spaces and facilities whatsoever required for the establishment enjoyment, provisions for maintenance and management of the Building and the

common facilities or any of them thereon as the case may be.

E. **CONSTRUCTED SPACE:-**

Shall mean the space in the Building available for independent use and occupation including the space demarcated for common facilities and services as per sanctioned Plan.

F. **THE OWNERS'S ALLOCATION:-**

Shall be 40% Built-up area of the proposed Building along with proportionate share of land.

G. **THE DEVELOPER'S ALLOCATION:-**

Shall mean rest 60% Built-up area of the total constructed area save and except Owners' allocation in the proposed Building.

H. **BUILDING PLAN:-**

Shall mean Plans for the construction of the proposed Building, which will sanction by the Rajpur Sonarpur Municipality and shall include any amendment thereto and/or modification thereof.

I. **FLOOR AREA:-**

Shall mean the floor area ratio permissible and sanctioned for construction on the said premises according to the prevailing Building Rules of the Rajpur Sonarpur Municipality.

J. **PARKING SPACE:-**

Shall mean and include the open and/or covered car parking space provided in the land or within the Building.

K. **CONSTRUCTED AREA:-**

Shall mean the space in the Building available, for independent use and occupation including the space demarcated for common facilities and services as per sanctioned Plan.

L. **SUPER BUILTUP AREA:-** Shall mean and include the plinth area of the unit i.e. 25% of the constructed area.

M. **TRANSFER WITH ITS GRAMMATICAL VARIATIONS:-**

Shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried Building to Purchasers thereof and will include the meaning of the said terms and defined in the Income Tax Act, 1961.

N. **TRANSFeree:-**

Shall mean a person to whom any space in the Building will be or has been agreed to be transferred.

O. **ADVOCATE :**

Shall mean Advocate or Attorney shall mean Tapas Chowdhury, Advocate, Alipore Judges' Court, Kolkata-700027.

ARTICLE – "II"
[TITLE AND INDEMNITIES]

1. The OWNERS hereby declare that they have good title in the said property by virtue of amalgamation being Deed No. 163001214 for the year 2022 and they have right and title to enter into this Agreement with the DEVELOPER, and the OWNERS hereby undertake to indemnify and keep the DEVELOPER indemnified against any or all Third Party claim, actions or demands whatsoever concerning the OWNERS'S title.
2. The OWNERS hereby confirm that the DEVELOPER shall be entitled to construct and complete the Building (Residential/ Commercial) as per the approved and sanctioned plan on the said premises and retain and enjoy the DEVELOPER'S allocation therein without any interruption or interference from the OWNERS or any person or persons lawfully claiming through or under the OWNERS and the OWNERS undertake to indemnify and keep the DEVELOPER indemnified against all losses and damages, costs, charges and expenses incurred as a result of any breach of this confirmation.
3. The DEVELOPER undertakes to construct the Building in accordance with the approved Plan sanction by the Rajpur Sonarpur Municipality and undertakes to pay any

damages, penalties and/or commanding fees payable to the Authority or Authorities concerned relating to any deviation.

4. The DEVELOPER shall have the right to appoint Architects, Engineers, Contractors for the construction of the building and hereby undertakes to indemnify and keep the OWNERS indemnified from and against any and all Third Party claims, demands for compensation or otherwise and actions whatsoever arising out of any act or omissions and commissions of the DEVELOPER and/or the Contractor or any accident or otherwise in or relating in the construction of the building.
5. The DEVELOPER hereby undertake to construct and complete the Building in all respects diligently and expeditiously within 30 months from the starting of construction. However, if the Second Party is prevented in completing the project within the stipulated time of 30 months by circumstances not directly attributable to it and beyond its control including Force Majeure and in that event the stipulated time may be extended for maximum period of three months on such further terms and conditions as may be mutually agreed upon between the First and Second Party. The time of completion of the proposed building is the essence contract.
6. The DEVELOPER hereby undertakes to construct the Building in accordance with the sanctioned building plans and undertakes to pay any damages, penalties and/or compounding fees payable to the Rajpur Sonarpur

Municipality or other Body or Authorities concerned relating to any deviation for which it may be responsible.

7. The OWNERS hereby also undertake that after taking possession from the DEVELOPER of their allocation doing any deviation in their portion for which the OWNERS will be responsible for paying any damages, penalties to the Rajpur - Sonarpur Municipality or other body and authorities.

ARTICLE - "III"

[OWNERS'S OBLIGATIONS]

The OWNERS / FIRST PARTY covenants as follows:

1. The OWNERS shall execute a Registered Development Power of Attorney in favour of Developer to facilitate the construction of the Building according to the sanctioned plan at the cost and risk of them. DEVELOPER sale of the Flats, Car Parking Space, Shops in Developer's allocation after fully satisfying the requirements of the OWNERS.
2. That the First Party / OWNERS shall deliver undisputed possession of the schedule land not amounting to transfer and free from encumbrances to the Second Party / DEVELOPER to develop the said land and measurement for preparation of site plan and shall demarcate the property boundary for construction of boundary wall and shall clear up to date all the taxes to the Rajpur - Sonarpur Municipality or the land revenue authorities before delivery of possession of the land.

3. That the First Party / OWNERS delivered all Original papers / land documents to the Second Party/ DEVELOPER to enable him to verify the land documents and for obtaining necessary financial assistance from any financial institution at his own cost, risk and exclusive liability for construction of the Ownership building on the Said Land as and when necessary.
4. That the First Party / OWNERS after agreeing in writing to the site development plan as proposed by the Second party / DEVELOPER will not interfere in the construction works of the Second Party / DEVELOPER nor make any comments / suggestion / advice / direction regarding alteration / addition of site plan approved by the competent authority. In case of any modification to the original plan, the SECOND Party/DEVELOPER will notify and get agreement in writing prior to carrying out the changes.
5. That the First Party / OWNERS after execution of this Deed of Agreement shall not in any way encumber the said land by way of mortgage, lease, sale, gift, let out or any other mode of transfer or dispose of the said property or any portion thereof.
6. That the First Party / OWNERS shall keep found against all third party claims or compensations and any other untoward incidents directly attributable to any act of omission of the First Party / OWNERS prior to handing over possession of the scheduled land and shall have to negotiate / compromise / rectify at his own cost.

7. The First Party / OWNERS do hereby declare, represent and assure the Second Party / DEVELOPER as under-
- (a) That prior to entering into this Agreement for development, they have not entered into any agreement for sale or lease or mortgage or otherwise in respect of the said property in favour of anyone else nor has accepted any earnest money or token money or any other amount from any other persons towards sale or lease mortgage or otherwise of the said property described in the Schedule - "A" written hereunder.
 - (b) That the said property is not subject to any mortgage, lien, charge, suit attachment, either before or after judgment or judicial or quasi judicial proceeding.
 - (c) That the OWNERS have not received any notice for acquisition or requisition or reservation of the said property or any part thereof prohibiting or restricting the development thereof from the competent authority.
 - (d) That the OWNERS have complied with the provisions of the laws for the time being in force which are applicable to the said property, as also Rules and Regulations, Bye laws of the Rajpur - Sonarpur Municipality, Sonarpur, South 24 Parganas.
 - (e) That the Corporation Taxes and other outgoing in respect of the said property have been paid upto the date of signing this agreement and that nothing is

outstanding and no proceedings are pending against the said property of any part thereof.

8. The Conveyance or any other deed of the undivided proportionate share of land/space together with flat/flats/garage comprised in the said premises as be appurtenant to the Developers' allocation shall be made to the Developers or his nominee or nominees or the person or persons interested in purchasing or otherwise acquiring undivided land or other space and flat/flats in the Developers' allocation in such portion and/or shares as the Developer may from time to time nominate and direct. There will not be any financial obligation on the Owners due to this.
9. It is clarified that all amounts receivable under such agreements or other document of transfer for indivisible proportionate share of land comprised in the said premises and/or flats and/or space shall be for and to the account of the Developer and shall be received by the Developer exclusively and the Owners shall have no objection therewith on the following: -
 - (i) Construction of the building should be made by the Developer with his own cost and the developer may obtain any loan from any financial institution, Bank or from any other person against his allocation of the said project. The developer can involve any other person / persons as his partner through partnership deed for completion the said project with prior written

authorization from the Owners. The OWNERS and Developer have no objection against any intending flat purchaser regarding Banking Loan or loan from any Financial Institution or personal loan from any person.

10. The Owners shall hold the Owners's allocation on the same terms and conditions as regards the user and maintenance of the building as the Purchasers or other Occupiers of the flats of the Developers' area would hold and shall pay maintenance charges and other outgoings in respect of the Owners's area at the same rate and in the same manner as the Purchasers of the flats of the Developers' allocation.
11. The Owners shall never be liable for the Developers' activities in connection with the collection of money from the intending Purchaser relating to the Developers' allocation and/or for any credits from any person(s) or authority in the tune of any amount for the construction of the said proposed building before, during or after construction of the said building according to the plan or plans. All materials, plants and machinery brought in upon the said property or workmen, laborer used, employed or to be used and employed for constructing the said building shall remain at the Developer and/or his agent's sole risk and responsibility and shall at all times to be absolute property of the Developer and the Owners shall not be entitled to exercise any lien nor impose any attachments, claims or any charges thereto.

12. In case of demise of the Owners during the tenure of the construction and final transaction, his heirs shall in that case make such acts and things so that this agreement remains valid and fresh General Power of Attorney shall be executed by his heirs so long the final transaction is not completed and in case of negligence or failure all the heirs of the Owners shall be liable to make good of the total loss and damages whatsoever the Developer may suffer in this regard.
13. All notices consents and approvals to be given on behalf of the Owners shall be either delivered to the Developer personally or left for it at its usual place of business mentioned above.
14. The responsibility of the management and maintenance of all the open space comprised in the said premises (i.e. excepting the land covered under the building and / or other structure on the said premises) shall be that of the Developer until the Society or Association or Syndicate be formed by the Owners / Occupier and / or Purchasers of the building and/or other structures on the said premises and the Owners and / or Purchasers including the Owners herein agreed to bear and pay the proportionate costs and expenses of such maintenance and management to the Developer or the person for the time responsible for the same.
15. That at the time of handing over the possession of the Schedule "A" property, the land Owners herein clear all

taxes and outgoings and conversation of land, no objection certificate from A.P.C.S. along with all proceedings.

16. That after handing over possession of owners' allocation then landowners will pay the expenses spend by the Developer in respect of tax payment, conversion, B.L. & L.R.O. Mutation, Amalgamation etc. in favour of the Developer.

ARTICLE - "IV" **[DEVELOPER'S OBLIGATIONS]**

The Second Party / DEVELOPER covenants with the First Party / OWNERS as follows:

1. That the Second Party / **DEVELOPER** shall develop and construct the said RCC residential building in terms of this Agreement and in accordance with the plans sanctioned and approved by competent authority / Rajpur - Sonarpur Municipality. The Approved Site Development Plan, sanctioned Building Plan, structural plan, Layout, No Objection Certificate, Sanction Letter from Rajpur - Sonarpur Municipality, etc shall form part and parcel of this Agreement.
2. That the Second Party / **DEVELOPER** shall indemnify and keep indemnified the First Party / OWNERS from the effect and consequences of any breach or violation on its part in fulfilling obligations under any law or any other contract in connection with the Said Land and / or Building to be constructed on the Said land.
3. The Second Party/ DEVELOPER shall not handover possession of any flat of DEVELOPER'S allocation to anyone before delivery of possession of the First party's /

OWNERS'S share to the OWNERS in full satisfaction within the stipulated period. The Owners shall have right to inspect the procedure of construction of proposed building and his allocated portion in the proposed building by himself or by his nominated person for which the developer must cooperate of every enquiry of the Owners.

4. That the Second Party / DEVELOPER shall complete the construction of the multistoried building in all respects entirely at its cost, risk and responsibility within 30(Thirty) months from the starting of construction after getting sanction plan from Rajpur - Sonarpur Municipality. However, if the Second Party is prevented in completing the project within the stipulated time of 30 months by circumstances not directly attributable to it and beyond its control including Force Majeure and in that event the stipulated time may be extended for maximum period of three months on such further terms and conditions as may be mutually agreed upon between the First and Second Party.
5. That at the request of the First Party / OWNERS, the building will be named "**UDBODHAN**" which may be prefixed or suffixed with any word as deemed fit by the Second Party / DEVELOPER but with consent of the OWNERS.

6. That the Second party / DEVELOPER shall not do or cause to be done any works / acts or things which may cause disturbance / annoyance / enmity with the neighbors. In case of any disagreements, the DEVELOPER shall resolve the issue bilaterally through mutual discussions with them without involvement financial or otherwise of the First Party / OWNERS.
7. That the Second party / DEVELOPER shall develop the Said Land and construct the multistoried storied residential building entirely at his cost in accordance with the plan sanctioned by Rajpur Sonarpur Municipality.
8. That the entire responsibility for construction of the Ownership building, i.e. payment of construction permission from the Rajpur - Sonarpur Municipality, to prepare site plan and for making or selling of such flats and selection of parties, etc. shall be exclusively made by the Second party / DEVELOPER.
9. The Developer after completion of the Building shall obtain completion certificate in respect of the Building from the Rajpur - Sonarpur Municipality within the said stipulated period.
10. After obtaining Municipal completion certificate for completion of job, from Rajpur - Sonarpur Municipality the developer should handover the copy of said certificate to the Owners unconditionally.

11. The Developer hereby agrees and covenants with the Owners not to deviate any of the provisions or rules applicable for construction of the said Building.
12. During the construction phase, all expenses including electricity charges, water charges, municipal taxes, etc will be borne by the DEVELOPER. The DEVELOPER shall also adequately insure the building at its cost against all possible risks till the OWNERS'S allocation is registered in the names of the OWNERS or its nominees at costs by the Developer.
13. That the land Owners shall have no liability to pay any taxes and outgoings in respect of the developer's allocation.

ARTICLE: "V"

(DEVELOPER'S RIGHTS)

1. In consideration of the Developer having agreed to construct, effect and complete a new Building of first class construction as per agreed specification on the said LAND in accordance with the plan sanctioned by the Rajpur Sonarpur Municipality at it own costs and sole liability and responsibility and in further consideration of the Developer having agreed not to charge towards construction of Owners's allocation as provided hereinafter, the Owners have agreed to grant exclusive

right to development of the said premises on the terms and conditions hereinbefore and hereinafter appearing.

2. The Developer acting on behalf of and as Attorney of the Owners shall at the exclusive cost of the Developer from time to time submit the Building Plan sanctioned by the Rajpur Sonarpur Municipality to any other Authority for clearance or approval of the plan or may or shall be required for the construction of the Building on the said premises. The Developer shall cause at its own costs and expenses and such changes to be made in the Building plan or otherwise as shall be required by any Authority or to comply with such clearance or approval as aforesaid expeditiously and without delay with Owners's consent.
3. All applications, Plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owners but otherwise at the costs and expenses in all respect of the Developer and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited thereof or otherwise required for the construction of the said Building or the said premises **PROVIDED ALWAYS** that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposit made by the Developer.

4. The Developer during all phases of the project shall abide by all the laws, rules and regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation and/or breach of any of the said laws, bye-laws, rules and regulations.
5. Without prejudice to the obligations of the Developer to construct the allocations of the Owners, to execute and register the Sale Deed or any other deed as mentioned hereinabove, the Developer shall be absolutely entitled to enter into all agreements and other documents of transfer for the said space/flats etc. (save and except for such shares therein as be appurtenant to the Owners' allocation) and the Flats and other spaces as be constructed by the Developer from time to time thereon (save the flats as may be constructed by the Developer for and on behalf of the Owners i.e Owners' allocation) to the persons interested in owning the same or portions thereof in such share and portions as the Developer may deem fit and proper and to take earnest and all payment therefore.

ARTICLE: "VI"

(EXPLOITATION RIGHTS)

The Owners grant exclusive right to the Developer to construct the said proposed Building in the land referred above and in **SCHEDULE 'A'** below with own finance, risk and responsibility and by allotment, Owners shall be entitled to get 40% constructed area of the proposed Building.

And the Developer being entitled to the rest of the total constructed area except Owners's allocation of total constructed Flats, Car Parking Spaces the Developer shall be entitled to obtain necessary advance from such Buyer/s on terms and conditions as the Developer in its absolute discretion deem fit and proper.

ARTICLE: "VII"

(BUILDING)

1. The Developer shall at its own costs and liabilities construct the multistoried building on the said premises according to the Building Plan sanctioned by the Rajpur Sonarpur Municipality.
2. The Developer shall appoint Architect, Mason, Workmen, Durwan, Mistries and shall pay their wages and salaries and the Owners shall in no way be liable for the payment of the same.
3. The Developer is hereby authorized and empowered in relation to the Construction as far as may be necessary to apply and obtain quotas, entitlements and other materials allocable to the Owners for the construction of the said Building. Similarly the Developer is to apply and obtain temporary and/or permanent connection of water, electricity power and/or to the Building and other inputs

and facilities required for which purpose, the Owners do hereby agree to execute a General Power of Attorney in favour of the designated partner(s) of the DEVELOPER and the Owners shall also sign all such applications and other documents as shall be required by the Developer and other Authorities, for the purpose of or otherwise for or in connection with the construction of the said building for time to time.

ARTICLE: "VIII"
(BUILDING ALLOCATION)

1. Immediately upon the construction of the proposed Building stage by stage and/or its completion or on any parts of the same except Flats, and car parking spaces and covered spaces as mentioned in the **SCHEDULE 'B'** being the OWNERS'S allocation, all other Flats, car parking spaces, covered spaces shall belong to the Developer and the Owners shall not have any right, title, interest, claim and demand whatsoever in respect thereof of the construction, to be made as sanctioned plan mentioned in the **SCHEDULE 'C'**.
2. On completion of the Building and on delivery of said Owners allocation of Flats and Car Parking Spaces and covered spaces etc. in Owners's allocation with the stipulated period to the Owners to their full satisfaction, the Owners shall transfer and convey at the request of

the Developer and at the cost of the Developer or Transferees and not at the cost of the OWNERS, the indivisible proportionate share of the land in respect of the Flats, and car parking spaces, covered spaces, etc by executing the relevant Deed of Sale / transfer in favour of the Developer or such other person or persons, who may be nominated by the Developer in that regards.

ARTICLE: "IX"
(CONSIDERATION)

The Developer shall construct multistoried building in the said land measuring an area of 10 Cottahs 2 Chittacks more or less and is physical possession 9 Cottahs 15 Chittacks 36 sq.ft. according to the Building plans sanctioned by the Rajpur - Sonarpur Municipality. The entire finance for construction of said Building and incidental costs shall be provided by the Developer. The Developer shall have absolute discretion to sell the Flats except the Owners's allocation of Flats, and Car Parking spaces as demarcated and also proportionate sanctioned area, if achieved and Car Parking Space and covered space in the Building on this terms and conditions.

ARTICLE: "X"
(OWNERS'S ALLOCATION)

Shall be 40% Built-up area of the proposed Building along with proportionate share of land.

ARTICLE: "XI"
[DEVELOPER'S ALLOCATION]

Shall mean rest 60% Built-up area of the total constructed area save and except Owners' allocation in the proposed Building.

The Developer shall be allocated the rest of the Flat, and Car Parking Space and except the said Flats, Car Parking Spaces and Commercial Space in Owners' allocation, which will be allotted to the Owners. The Developer shall sell the Flats and Car Parking Spaces in its allocation to intending Purchaser or Purchasers at such price and terms and conditions, proceeds of sale of Flats and Car Parking Space in its allocation shall belongs to Developer.

ARTICLE: "XII"
[MISCELLANEOUS]

1. The Owners and the Developer have entered into the Agreement purely on a principle to principle basis and nothing stated herein shall be deemed to construe a partnership between the Developer and the Owners as a Joint Venture or Joint Adventure between the Owners and the Developer and not in any manner constitute an Association of persons. Each Party shall keep the other party indemnified from and against the same and this Agreement shall be binding on the heirs, executors, administrators, representatives and assigns of the Parties hereto.

2. As and from the date of handing over after completion of the Building, the Developer and/or its Transferees and the Owners and/or their Transferees shall each be liable to pay and bear levies payable in respect of their respective spaces as assessed by the Rajpur - Sonarpur Municipality and/or other Authorities.
3. All disputes and differences arising out of this Agreement or in relation to the determination of any liabilities of the Parties hereto or the construction and interpretation any of the terms or meaning thereof shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 and any statutory modification or enactment thereto from time to time in force and award given by the Arbitrator shall be binding final and conclusive of the Parties hereto.

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

ARTICLE: "XIII"**(JURISDICTION)**

Appropriate Courts at Alipore, District – South 24-Parganas or Calcutta High Court, shall have the jurisdiction to entertain all disputes and actions between the Parties herein.

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, We, (1) DEBADIDEV GAYEN (PAN- **AIKPG8569L**, Aadhaar No. **9330 4193 5124**), son of Late Satya Ranjan Gayen, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at "Ashirbad" Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata-700150, District – South 24 Parganas, and (2) **SRI ARINDAM MUKHERJEE (PAN AFTPM1701N, Aadhar Number 7912 1818 4602)**, son of Late Arun Bikash Mukherjee, by faith: Hindu, by Occupation: Service, by Nationality: Indian, permanent resident of 300, Ramkrishna Pally, Sonarpur, Kolkata 700150, West Bengal, presently residing at G-1 Express Residency, Basappa Road, Shantinagar, Bangalore 560027, hereinafter called and referred to as "the **LAND OWNERS / OWNERS / FIRST PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns of the **ONE PART** called and referred to as the **PRINCIPAL / EXECUTANT** :

WHEREAS I, the Executants' being the joint Owners herein of the property morefully mentioned in the Schedule-"A" here to appoint, nominate and constitute **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation - Business, residing at AT-189, Sonargaon Housing society, Gate No. - III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. - III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory (authorized vide board

resolution dated 01.02.2022) **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, to do all acts, deeds, matters and things in respect of the property as mentioned in the Schedule-"A" hereto as my true and lawful **ATTORNEY** in connection with the development of the said property in pursuance of the said Development Agreement :

AND WHEREAS the OWNERS herein have now decided to develop its said property by constructing multi storied building over their said property but due to his shortage of sufficient funds said OWNERS herein decided to engage and appoint **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation - Business, residing at AT-189, Sonargaon Housing society, Gate No. III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation

Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. - III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, the DEVELOPER herein to develop their said Bastu Land measuring about **ALL THAT** a piece and parcel of land measuring more or less 10(ten) Cottahs 02(two) Chittacks and is physical possession 9 Cottahs 15 Chittacks 36 sq.ft. together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1846, under R.S. Dag No. 157 and 158, L.R. Dag No. 115&116, being Plot No. 292& 293, of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 , Holding No. 946, Ramkrishna Pally, Mission Pally Road, under P.S. - Sonarpur, at present Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal as per the drawing plan and specifications which will be approved and duly signed by the OWNERS and sanctioned by the competent authority and in conformity with the said details of construction under and

subject to the terms and condition hereinafter written and agreed by and between the parties.

AND WHEREAS to construct the said building and/or the development of my said property it became expedient for us to execute a general Power of Attorney in favor of the Developer hence I do here by appointed, nominate the said **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri.

Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, to do all necessary acts, deeds and things in my name and on my behalf as I could do if I personally present to do the following acts.

NOW KNOW WE ALL MEN BY THESE PRESENTS that I the appointer above named doth hereby make, nominate, constitute retain and appoint and has made nominated, constituted, retained and appointed the said **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata - 700150 (PAN - AAQCS6468M), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation - Business, residing at AT-189, Sonargaon Housing society, Gate No. - III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of

Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. - III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150,, (hereinafter referred to as the said **ATTORNEY**) to act in my name and on my behalf and to do all or any of the Acts, Deeds, matters and things namely :-

1. To enter upon, hold, occupy and possess the said land measuring piece and parcel of land measuring more or less 10(ten) Cottahs 02(two) Chittacks and is physical possession 9 Cottahs 15 Chittacks 36 sq.ft. together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1846, under R.S. Dag No. 157 and 158, L.R. Dag No. 115&116, being Plot No. 292&293 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 Holding No. 946, Ramkrishna Pally, Mission Pally Road, under P.S.- Narendrapur, Kolkata-

700150, District - South 24 Parganas, West Bengal, more fully described in Schedule hereunder written (hereinafter referred as the "Said Premises") and for the said purpose to do all acts deeds matters and things as the said Attorney shall think proper.

2. To take charge or look after, manage and administer the said property or portion thereof as the said attorney shall think proper.

3. To appear and represent the Appointers before the Rajpur - Sonarpur Municipality, authorities Police authorities, Fire Brigade Authority, W.B.S.E.B. Authorities, Urban land ceiling Authorities and other Government Authorities and/or departments. Central or State in connection with the development of the said premises and/or construction of the proposed new building and further to sign execute and deliver all necessary letters, statements, applications, declaration and other papers and documents and to do all acts deeds matters and things as the said Attorney shall think proper.

4. To demolish or cause to be demolished the sheds and other structure whatsoever laying erected at the said premises or portions thereof.

5. To apply for and obtain all necessary sanctions, permissions. No objection and clearances from the appropriate Government Authorities and/or departments including necessary sanction of plan from the Rajpur-Sonarpur Municipality, authorities for development of the said premises and/or construction of the new building in or upon the land

comprised in the said premises or portion thereof and for the said purpose to do all acts deeds matter and things as the said Attorney shall think proper.

6. To appoint Chartered engineers, Architects, Valuers, surveyors, Overseers, Civil Contractors, Engineers, Manager, Supervisor, Overseers, Civil Contractors, Engineers, Manager, Supervisor, Masons, Durwans, Chowkidars, Labour and other employees and staff for the development of the said property and discharge of release or terminate any of them at his own desire. To pay their salary, wages, remuneration fees and other charges as the **ATTORNEY** shall think fit and proper.

7. To apply for and obtain all necessary maps, plans, sketches, diagrams, elevations and other specifications duly sanctioned and/or approved by the Rajpur-Sonarpur Municipality, authorities and other Government authorities, Fire Brigade Authorities, Police Authorities, and/or departments as any from time to time be necessary or required for the development of the said premises and/or demolition of the existing structures comprised in the said premises and/or construction of the new buildings or other structures in or upon the land comprised in the said premises and for the said purpose to sign execute and deliver all applications, maps, plans or other papers and documents as also to do all acts deeds matters and things as the said Attorney shall think proper.

8. To apply for and obtain water, sewerage, telephone, telex, electricity, gas and other public utility services, in or upon the said premises and/or the new building and other structures that

may hereafter be created and the same in such more or names is the said Attorneys or they shall think proper and for the said purpose to sign execute and deliver necessary applications, papers, letters, documents, declarations, undertakings and bonds also to do all acts deed matters and things as the said Attorney shall think proper.

9. To apply to the Rajpur - Sonarpur Municipality or any other equivalent competent authority for sanction for plan/ Plans and/or other allied causes for the development of the said property in the form of buildings, To submit map, drawing, and design, modification and amendments fort the proposed residential building, if necessary for the approval, sanction, certifications from the appropriate Govt. Authorities. The Rajpur-Sonarpur Municipality fire Brigade, Health Development and other Govt. Authorities and/or departments for the purpose of Development of the said property and for construction of residential building being said contract apartment, flats and other spaces etc. or upon the said purpose to make affirm verify and submit all necessary, application, petitions/maps, elevations, documents, diagrams, sketches, bonds, declarations, indemnities, security, and other papers and documents as the said **ATTORNEY** shall think fit and proper.

10. To make application for cement and steel and other materials and to take delivery of the same also to apply for electricity, water, sewerage etc. and other necessary connections to the building.

11. To apply for and obtain necessary permissions and/or no objection certificates from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and/or to obtain necessary Income Tax clearance certificate under the provisions of Section 130A(1) of the Income Tax Act 1961, and/or no objection certificate under the provisions of chapter XXC of the Income Tax Act 1961 and for the said the purpose to sign execute and deliver all papers application and documents and to do all acts, deeds matters and things as the said Attorney shall think proper.
12. To sign and execute all documents, returns, forms, plan, specifications, affidavits and all other papers as may be necessary to be submitted before any authority or authorities in connection with the development thereof or for construction of buildings, apartment flats and other spaces thereon and to pay and deposit all fees, levies, fines, penalties, municipal taxes, annual rental other rates and taxes, other charges and on account therefore or relating to the said property as may from time to time be necessary and required.
13. To undertake and carry out the development of the said premises and / or construction of the proposed building and other structures in or upon the land comprised in the said premises after demolishing the existing structures comprised therein as per the plan as may be sanctioned by the Rajpur - Sonarpur Municipality and for the said purpose to sign execute and deliver all papers and documents as also to do all acts deeds matters and things.

14. To institute and/or prosecute all or any suits, appeals, revisions, writ petition and other legal proceedings or litigations civil or criminal in the appropriate courts of law in connection with the said premises and / or the development thereof and/or construction of the proposed new buildings and other structures in or upon the land comprised in the said premises as per the plan to be sanctioned by the Rajpur - Sonarpur Municipality, and for the said purpose to do all acts deed matters and things as the said Attorney shall think proper.

15. To amalgamate land with adjacent land as the said attorney shall think proper.

16. To appear and to represent the Executrix before the appropriate Police Authorities and also to make or lodge complaints and diaries concerning all matters arising out of the said property or portions thereof as may from time to time be necessary or required.

17. To defend and/or contest all or any suits, appeals, revisions, applications and other litigations and legal proceedings civil or criminal in any court of law concerning or relation to the said premises and/or the land comprised therein and/or construction of the proposed new building and for the said purpose to do all deeds matters and things as the said Attorney shall think proper.

18. To sign execute affirm and verify all plaints, written statements, affidavits, application, writ petition and other papers and documents as may from time to time be necessary or

required for prosecuting and/or defending all or any legal proceedings and/or litigations on the said Attorney shall think proper.

19. To settle and/or compromise all or any disputes or differences and/or suits or litigations and the legal proceedings concerning or relating to the said premises or portions thereof and/or the construction of the proposed new buildings and the same on such terms and condition and for such consideration as the said Attorney shall think proper.

20. To defend or contest or institute or prosecute all or any suits, applications, appeals, revisions and other legal proceedings civil or criminal by or against any person or party concerning or relating to the said premises or the development of the said property and/or construction of the new building apartments flats and other common spaces in or upon the said property or other matters there from and for the said purpose to do all acts, deeds, matters and things as may from time to time be necessary or required.

21. To enter into any compromise or settlement with regard to any suit or other litigation or any dispute or differences concerning or relating to or arising out of the said property and/or the development thereof and /or the construction of the new building or other structures in or upon the said property on such terms and conditions as the said **ATTORNEY** shall think fit and proper.

22. To sign execute affirm and verify all or any plaint, petition, written statement, application, revisions, appeals, affidavits, bonds, declaration indemnities, guarantees and other papers, documents as may be from time to time necessary or required to negotiate for attending discussion and to obtain necessary permission and/or sanction from the Rajpur-Sonarapur Municipality, West Bengal State Electricity Distribution Company Limited, and other duly constituted statutory and local bodies and authorities for developing the said property by raising the construction of the proposed building comprising of flats apartments, common areas and other spaces as the said **ATTORNEY** shall think fit and proper.

23. To refer all or any disputes concerning or relating to the said premises or portions thereof and/or the development thereof and/or construction of the proposed new buildings to arbitration on such terms as the said attorney shall think proper.

24. To retain an appoint advocates and lawyers for prosecuting and/or defending all or any legal proceedings and / or litigations and for the said purpose to sign execute and deliver Vakalatnama and other authority letters and further to revoke such appointment as the said attorney think proper.

25. To retain and appoint architects, engineers, contractor, Masons, Mistries, Electricians, Plumbers and Security Guard and other employees or staff for carrying out the development of the by said premises and the same for such salaries or

remuneration and on such terms and conditions as the said Attorney shall think proper.

26. From time to time to apply for and have the sanctioned plan modified, renewed, varied and/or rectified by the Rajpur - Sonarpur Municipality and for the said purpose to pay necessary charges as also to do all acts deeds matters and things as the said attorney shall think proper.

27. We also empower and authorize my constituted Attorney **GENERALLY TO DO** all other acts, deeds and things as may become necessary from time to time for properly effectuating the construction and to achieve the object under the Agreement for mutual benefit and completion of deed of registration in favour of each purchaser.

28. Save and except the Owners's Allocation portion the said attorney may enter into negotiation as also agreements and contracts for sale on Ownership basis or otherwise the flats shops, showrooms, garage and other spaces of the developer's allocated portion only of the proposed new building to be erected in or upon the land comprised in the said premises.

29. To receive and/or collect and realize payments as earnest or booking money from the intending purchasers the sale prices of flats, apartments, common spaces and common places including the proportionate share of land either in full or in part thereof and to sign and executed registered deeds of agreement, contracts, other deeds, documents and papers as may from time to time as necessary or required as the said **ATTORNEY** may

think fit and proper against Developers Allocation as mentioned in Schedule-'C'.

30. To receive earnest money, advance money, booking money consideration money, whether in part or in full from said buyers in installments or in full in terms of the said agreement for sale to be entered into the final payment against the sale of the residential apartments, flats, common spaces and other spaces, of Developers Allocation in the proposed building to be constructed in or upon the said property in terms of the said Agreement and to give valid discharge hereof. The money so received by my constituted attorney under these presents will belong to him solely and the executrix of these presents shall have no claim whatsoever thereon. The executrix under these presents will have no right on that entire sale proceeds of the proposed building and its flats, apartments spaces etc., whatsoever in nature thereby to be constructed thereon in due course.

31. To receive realise and recover the amounts of earnest money and/or part payments and/or consideration money for and on account of sale of flats, garage and other spaces of the Developer's allocation and also to issue valid and effective receipts and discharges for the same and for the said purpose to do all acts deeds matters and things as the said Attorney shall think proper.

32. To sign and execute Agreement for Sale, Deed of Conveyance documents and papers for sale on Ownership basis or otherwise transfer or disposal of the several flats, garage and

other saleable spaces of the developer's allocated portion of the proposed buildings and for the said purpose to do all acts deeds matters and things for only Developer's allocation.

33. Only after handing over peaceful possession of Owners's allocated portion, to appear before the appropriate registration authority and to present the agreements for sale, sale deeds, transfer deeds and other deeds, documents and papers concerning or relating to the flats or other saleable spaces of the proposed buildings and to admit the execution thereof and to do all acts deeds matters and things as may be necessary or required for the completion of registration there for only Developer's Allocation.

34. To retain and appoint one or more labour contractor & suppliers to carry out all or any of the acts deeds matters and things as hereinbefore stated and further to revoke and cancel such appointment as the said attorney shall think proper.

35. To select prospective buyers either individually or in groups as the said **ATTORNEY** may think fit and proper in the said proposed building more fully described in the Development Agreement.

AND GENERALLY to do all that is or any be necessary for carrying out all or any of the above mentioned acts concerning or relating to the said premises and as the said attorney shall think proper.

AND I the said **APPOINTER** above named do hereby ratify and confirm and agree to ratify and confirm all and whatsoever the said **ATTORNEY** or any of them acting as aforesaid lawfully do.

SCHEDULE - "A" ABOVE REFERRED TO
(DESCRIPTION OF THE SAID LAND)

ALL THAT a piece and parcel of land measuring more or less 10(ten) Cottahs 02(two) Chittacks and is physical possession 9 Cottahs 15 Chittacks 36 sq.ft. together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1846, under R.S. Dag No. 157 and 158, L.R. Dag No. 115 & 116, being Plot No. 292& 293 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8, Holding No. 946, Ramkrishna Pally, Mission Pally Road, under P.S.- Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal, the said land is butted and & bounded by : -

ON THE NORTH: Scheme Plot No. 291, Ramkrishna Pally.

ON THE SOUTH: 50' feet wide road.

ON THE EAST: Scheme Plot No.294 & 295, Ramkrishna Pally.

ON THE WEST : 30' feet wide road.

SCHEDULE - "B" ABOVE REFERRED TO
(DESCRIPTION OF THE OWNERS'S ALLOCATION)

ALL THAT 40% Built-up area of the proposed Building along with proportionate share of land.

SCHEDULE – “C” ABOVE REFERRED TO
(DESCRIPTION OF THE DEVELOPER’S ALLOCATION)

ALL THAT rest 60% of the total Built-up area in the proposed Building constructed by the said Developer (except Owners’s allocation mentioned above) of which flats, Car Parking Spaces, Shops including proportionate share of the common facilities, utilities and amenities in the said Scheme Plot No. 292 & 293 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8, Holding No. 946, Ramkrishna Pally. Mission Pally Road, under P.S.- Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal.

SCHEDULE – “D” ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON AREAS)

1. Staircase on all floors, staircase landing on all floors, lift & Lift well.
2. Common passage from the main road to the Building.
3. Water pump, water tank and other plumbing installation and overhead tank.
4. Drainage and sewers and septic tank and septic pit.
5. Boundary walls and main gates.
6. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.
7. Electrical Power Transformer.

8. Roof, security room, security toilet and meter room.

SCHEDULE - "E" ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON EXPENSES)

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas in mentioned in **SCHEDULE "D"** hereinbefore.
2. The expenses of repairing, maintaining, painting the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the Building and the passage and spaces around the Building lobby, staircase and other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable as the said building.

6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment of the premises and the common facilities and amenities.

SCHEDULE "F"
SPECIFICATION
(STRUCTURAL DESIGN)

BUILDING:

G + 4 storied residential building.

STRUCTURE:

R.C.C. framed structure with brick walls and cement plaster finish.

FLOORING:

At least 24 inches X 24 inches best quality vitrified tiles.

TOILET:

Marble slabs in floor and at least 8" X 6" best quality ceramic glazed tiles on walls upto 6 ½ feet high. Wash Basin, European type commode with cisterns will be of Parryware / Hindware of better. Mirrors, Soap trays, water mixers, taps, bath shower mixers, etc will be of best quality (Jaquar). There will be plumbing and electrical installation and wiring for geysers.

KITCHEN:

White Glazed tiles upto a height of 4 feet along with granite table top and stainless steel sink. Electrical wiring for exhaust fan, electrical chimney, and electrical appliances shall be provided.

DOORS:

Flush wooden shutters with wooden frame painted with two coats wood primer and two coats of paint with brass tower bolts on the inside, brass L-drops in the outside and Godrej make Mortise locks For the main entrance doors, Godrej make readymade doors with locks shall be fitted.

WINDOWS:

Aluminum sliding windows fitting clear glass with M.S. Grill.

ELECTRICAL:

Concealed copper wiring with A-1 quality switches and plug sockets with necessary light and fan & A.C. points but without fittings Electrical Provisions with starter breakers shall be made for ACs in the one Bed room.

OUTSIDE BUILDING:

Cement base paint finish.

INSIDE WALLS:

Putty finish.

ROOF:

Water proofing treatment on roof.

WATER:

Water pump, overhead water tank and boring water.

ADDITION/ALTERATION/MODIFICATION:

In case of any addition/alteration/modification (internally) if desired by the proposed Owners and estimate will be submitted by the Developer to them for the same and will be taken up by the Developer only when the said estimates are agreed upon by the proposed Owners

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the parties at Kolkata in the Presence of:

WITNESSES:

1. *Tapan Mandal,*
910 - Nirmal Mandal
Kamrabad, Sonantur
Kot - 700152 -
1. *Subashish Gya*
2. *Anand*

SIGNATURE OF THE OWNERS

2. *Bidyut Moh*
Alipore Court, Cal
Kot: 27

SKYLINE BSDS CONSTRUCT PVT. LTD.

Subashish Gya
Director

SIGNATURE OF THE DEVELOPER

Drafted by me:

Tapan Mandal
Advocate

Alipore Judges' Court,
Kolkata-27.

F/372/413/90

Computer print at :

S. Pradhan
Alipore Judges' Court,
Kolkata-27.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer a non refundable amount of **Rs.10,000/- (Rupees ten Thousand)** **only** as per this Agreement.

By cash Rs.10,000/-

WITNESSES:

1. *Jagan Mandal*
2. *Badrinath Doh*

1. *Sekharidhar Jagan*
2. *Anandh*

SIGNATURE OF THE OWNERS

	Thumb	1 st Finger	Middle Finger	Ring finger	Small Finger
Left hand					
Right hand					

Name

Signature



	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
Left hand					
Right hand					

Name DEBADIDEV GAYEN

Signature



	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left hand					
Right hand					

Name ARINDAM MUKHERJEE

Signature



	Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left hand					
Right hand					

Name

Signature



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

GRN Details

GRN: 192021220187395458 Payment Mode: Online Payment (SBI Epay)
GRN Date: 18/02/2022 09:58:05 Bank/Gateway: SBIEPay Payment Gateway
BRN: 8980600658922 BRN Date: 18/02/2022 09:02:43
Gateway Ref ID: 220492766700 Method: HDFC Retail Bank NB
Payment Status: Successful Payment Ref. No: 2000491866/4/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name: SKYLINE BSDS CONSTRUCT PVT. LTD.
Address: 633, Ramakrishna Pally, Sonarpur, kolkata - 700150
Mobile: 9433098495
Email: skyline@sonarpur@gmail.com
Contact No: 9433098496
Depositor Status: Buyer/Claimants
Query No: 2000491866
Applicant's Name: Mr Baidyanath Doini
Identification No: 2000491866/4/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000491866/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	20071
2	2000491866/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	128
Total				20199

IN WORDS: TWENTY THOUSAND ONE HUNDRED NINETY NINE ONLY.



**Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip**

Query No / Year	2000491866/2022	Office where deed will be registered
Query Date	14/02/2022 9:04:17 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Baidyanath Dolui Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9064896216, Status : Solicitor firm	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4002] General Power of Attorney [Rs : 1/-], [4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 10,000/-]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 1,32,13,461/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 20,071/- (Article:48(g))	Rs. 128/- (Article:E, E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		

Land Details :

District: South 24-Parganas, Thana: Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Mission pally Road, Mouza: Nishchintapur, JI No: 53, , Pin Code : 700150

Sch No	Plot Number	Khatian Number	Land Use	ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-116 (RS :-)	LR-1159	Bestu	Bestu	4 Katha 15 Chatak	1/-	65,32,312/-	Width of Approach Road: 50 Ft.,
L2	LR-115 (RS :-)	LR-1846	Bestu	Danga	5 Katha 36 Sq Ft	1/-	66,81,149/-	Width of Approach Road: 50 Ft.,
		TOTAL :			16.4794Dec	2 /-	132,13,461 /-	
		Grand Total :			16.4794Dec	2 /-	132,13,461 /-	



Land Lord Details :

Sl No	Name & address	Status	Execution Admission Details :
1	Mr DEBADIDEV GAYEN Son of Late SATYA RANJAN GAYEN,ASHIRBAD APRT, RAMKRISHNA PALLY, Block/Sector: SONARPUR, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. Abxxxxxx9L, Aadhaar No Not Provided by UIDAIStatus :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
2	Mr ARINDAM MUKHERJEE Son of Late ARUN BIKASH MUKHERJEE,300 RAMKRISHNA PALLY, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AFxxxxxx1N, Aadhaar No.: 79xxxxxxxx4602,Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

Sl No	Name & address	Status	Execution Admission Details :
1	SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (Private Limited Company) .633 RAMKRISHNA PALLY, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150 PAN No. AAxxxxxx8M, Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Mr DEBADIDEV GAYEN Son of Late SATYA RANJAN GAYENASHIRBAD AMKRISHNA PALLY, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. Abxxxxxx9L, Aadhaar No.: 93xxxxxxxx5124	SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (as AUTHORISED SIGNATORY)

Land Details as per Land Record

District: South 24-Parganas, Thana: Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Missiom pally Road, Mouza: Nishchintapur, JI No: 53, , Pin Code : 700150

Sc No	Plot & Khatian Number	Details Of Land	Owner Name in English as Selected by Applicant
L1	LR Plot No:- 116, LR Khatian No:- 1159	Owner:দেবদেব গায়েন, Gurdian:সত্যরঞ্জন , Address:নিজ , Classification:বাড়ি, Area:0.08 Acre,	Mr DEBADIDEV GAYEN
L2	LR Plot No:- 115, LR Khatian No:- 1846	Owner:অরিন্দম মুখার্জী, Gurdian:অরুন বিকাশ, Address:নিজ , Classification:ভাঙ্গা, Area:0.08 Acre,	Mr ARINDAM MUKHERJEE



Major Information of the Deed

Deed No :	I-1604-01715/2022	Date of Registration	18/02/2022
Query No / Year	1604-2000491866/2022	Office where deed is registered	
Query Date	14/02/2022 9:04:17 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Baidyanath Dolui Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No : 9084896216, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,32,13,461/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,081/- (Article:48(g))	Rs. 160/- (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:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Mission pally Road, Mouza: Nishchintapur, JI No: 53, Pin Code : 700150

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-115 (RS >)	LR-1159	Bastu	Bastu	4 Katha 15 Chatak	1/-	65,32,312/-	Width of Approach Road: 50 Ft.
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		TOTAL :			16.4794Dec	2 /-	132,13,461 /-	
		Grand Total :			16.4794Dec	2 /-	132,13,461 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr DEBADIDEV GAYEN Son of Late SATYA RANJAN GAYEN Executed by: Self, Date of Execution: 18/02/2022 , Admitted by: Self, Date of Admission: 18/02/2022 ,Place : Office	Photo  18/02/2022	Finger Print  LTI 18/02/2022	Signature  18/02/2022
	ASHIRBAD APRT, RAMKRISHNA PALLY, Block/Sector: SONARPUR, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: A1xxxxxx9L,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 18/02/2022 , Admitted by: Self, Date of Admission: 18/02/2022 ,Place : Office			
2	Name Mr ARINDAM MUKHERJEE Son of Late ARUN BIKASH MUKHERJEE Executed by: Self, Date of Execution: 18/02/2022 , Admitted by: Self, Date of Admission: 18/02/2022 ,Place : Office	Photo  18/02/2022	Finger Print  LTI 18/02/2022	Signature  18/02/2022
	300 RAMKRISHNA PALLY, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24 Parganas, West Bengal, India, PIN:- 700150 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: APxxxxxx1N, Aadhaar No: 79xxxxxxxxx4602, Status :Individual, Executed by: Self, Date of Execution: 18/02/2022 , Admitted by: Self, Date of Admission: 18/02/2022 ,Place : Office			

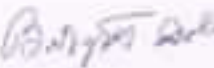
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	SKYLINE BSDS CONSTRUCT PRIVATE LIMITED 633 RAMKRISHNA PALLY, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150 , PAN No.: AAxxxxxx8M,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 DEBADIDEV GAYEN (Presentant) Son of Late SATYA RANJAN GAYEN Date of Execution - 18/02/2022, Admitted by: Self, Date of Admission: 18/02/2022, Place of Admission of Execution: Office	 Feb 18 2022 4:43PM	 LTI 18/02/2022	 18/02/2022
	ASHIRBAD AMKRISHNA PALLY, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700150, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: Axxxxxxx9L, Aadhaar No: 93xxxxxxxxx5124 Status : Representative, Representative of : SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (as AUTHORISED SIGNATORY)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BAIDYANATH DOLUI Son of Late B DOLUI ALIPUR POLICE COURT, City:- , P.O:- ALIPUR, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 18/02/2022	 18/02/2022	 18/02/2022

Identifier Of Mr DEBADIDEV GAYEN, Mr ARINDAM MUKHERJEE, Mr DEBADIDEV GAYEN

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr DEBADIDEV GAYEN	SKYLINE BSDS CONSTRUCT PRIVATE LIMITED-8.14688 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr DEBADIDEV GAYEN	SKYLINE BSDS CONSTRUCT PRIVATE LIMITED-8.3325 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Mission pally Road, Mouza: Nishchintapur, Ji No: 53, Pin Code : 700150

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 116, LR Khatian No:- 1158	Owner:rajib kumar, Gurdian:rajib kumar, Address:116, Classification:residential, Area:0.08000000 Acre,	Mr DEBADIDEV GAYEN

L2

LR Plot No:- 115, LR Khatian
No:- 1848Owner: ~~Shri~~ ~~Shri~~ Gurdianage ~~Shri~~
Address: ~~Shri~~ , Classification: ~~Shri~~
Area: 0.08000000 Acre.

Mr ARINDAM MUKHERJEE

On 18-02-2022

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

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

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

Presented for registration at 15.26 hrs on 18-02-2022, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr DEBADIDEV GAYEN.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,32,13,461/-

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

Execution is admitted on 18/02/2022 by 1. Mr DEBADIDEV GAYEN, Son of Late SATYA RANJAN GAYEN, ASHIRBAD APRT, RAMKRISHNA PALLY, Sector: SONARPUR, P.O: SONARPUR, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession Business, 2. Mr ARINDAM MUKHERJEE, Son of Late ARUN BIKASH MUKHERJEE, 300 RAMKRISHNA PALLY, P.O: SONARPUR, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession Service Indetified by Mr BAIDYANATH DOLUI, ., Son of Late B DOLUI, ALIPUR POLICE COURT, P.O: ALIPUR, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 18-02-2022 by Mr DEBADIDEV GAYEN, AUTHORISED SIGNATORY, SKYLINE BSOS CONSTRUCT PRIVATE LIMITED (Private Limited Company), 633 RAMKRISHNA PALLY, City:- Not Specified, P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150

Indetified by Mr BAIDYANATH DOLUI, ., Son of Late B DOLUI, ALIPUR POLICE COURT, P.O: ALIPUR, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 160/- (B = Rs 100/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 128/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/02/2022 9:59AM with Govt. Ref. No: 192021220187395458 on 18-02-2022, Amount Rs: 128/-, Bank: SBI EPay (SBIEPay), Ref. No. 8980600658922 on 18-02-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 20,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 393945, Amount: Rs.10/-, Date of Purchase: 15/02/2022, Vendor name: M U Gazi

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/02/2022 9:59AM with Govt. Ref. No: 192021220187395458 on 18-02-2022, Amount Rs: 20,071/-, Bank: SBI EPay (SBIEPay), Ref. No. 8980600658922 on 18-02-2022, 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 1604-2022, Page from 91193 to 91268

being No 160401715 for the year 2022.



Digitally signed by ANUPAM HALDER
Date: 2022.03.10 16:00:06 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 2022/03/10 04:00:06 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)