

17011/2024

16706/2024

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

A.R.A.
IV

38AA 069278

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

Additional Registrar of
Assurances-IV, Kolkata

14 NOV 2024

Additional Registrar of
Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT
AND POWER OF ATTORNEY

HIS DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY is made

on this 14th day of November, Two Thousand and Twenty and

Four.

Mukta chandra Sipa

Sr No. 2778 Date 11 NOV 2024

Value Rs. 20/-

Name.....

Address.....

Deputy Registrar
Alipore Police Court
Kolkata-700 027


TAMAL DUTTA
Stamp Vender
Alipore Police Court, Kol-27



Identify by me
Dipankar Paul
Sp. Late Anup Kumar Paul
C-51/5, Bairakhi Abason,
Salt Lake, Sec. II, Kol-700031
P.O. Secd Bhawan.
P. S. East Bidhannagar.



-BETWEEN-

MUKTA CHANDRA SIPUI (PAN - BJVPS3596J), (AADHAAR - 3398 8450 6498), son of Late Panchu Gopal Sipui, by faith Hindu, by Occupation - Business, by Nationality Indian, residing at 90, Golaghata Road, Kolkata, West Bengal - 700048, hereinafter called the "**Owners/Grantors**", (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **FIRST PART**

AND

M/S. SHREE SHYAM INFRA DEVELOPERS, PAN NO. AEXFS5308G a partnership firm, having its office at Premises No. 18, (Holding - 30) Golaghata Road, Ground Floor, Post Office - Sreebhumi, Police Station - lake Town, Kolkata - 700048 (24 PGNS North), represented by its Partners namely, **1. RAJIV KUMAR GOENKA (PAN No. ADSPG1811C) (AADHAR NO. 7124 0006 3892)** Son of Late of Surendra Kumar Goenka, by Religion - Hindu, by occupation - Business, by Nationality - Indian, residing at 120, Block- C, Bangur Avenue, Kolkata - 700 055, **2. ASHWIN TEKRIWAL (PAN No. ABMPT0199C) (AADHAR NO. 9524 2611 5582)** Son of Mr. Dwarika Prasad Tekriwal, by Religion - Hindu, by occupation - Business, by Nationality - Indian, , residing at P-227, Lake Town, Block-'B', Post Office & Police Station - Lake Town, Kolkata - 700 089 hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

Whereas (a) Panchu Gopal Sipui son of Late Binod Behari Sipui, was the recorded owners of ALL THAT piece and parcel of Sali land measuring an area 17.33 Decimals, out of total land 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag No. 235 under R.S. Khatian No. 332, corresponding to L.R. Khatian No. 75, 145, 136 and 158 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station - Lake Town, District -North 24 Parganas.

Whereas (a) Panchu Gopal Sipui son of Late Binod Behari Sipui, was the recorded owners of ALL THAT piece and parcel of Sali land measuring an area 19.66 Decimals, out of total land 59 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khatian NO. 295, corresponding to

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L.R. khatian NO. 75, 144, 137 and 156 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas.

Whereas The said Panchu Gopal Sipui died intestate leaving behind and/or survived by his (5) five sons namely Manick Chandra Sipui, Mukta Chandra Sipui, Swadesh Ranjan Sipui, Nanda Kumar Sipui and Ananda Sipui, and (2) Two Daughters namely Ashalata Burman and Mana Santra, who all collectively became the absolute owners, of 17.33 Decimals, out of 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag NO. 235 under R.S. Khatian NO. 332, corresponding to L.R. khatian NO. 158 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas and 19.66 Decimals, out of 59 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khatian NO. 295, corresponding to L.R. khatian No. 156 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas, each son individually having undivided 1/7th share.

Whereas the said two daughters of Late Panchu Gopal Sipui, namely Ashalata Burman and Mana Santra by way of Deed of Release dated 14th September, 1993, registered at the office of the Additional District Sub Registrar Bidhannagar (Salt Lake), recorded in Book No. I, Being Deed No. 7318, for the year 1993, released and transferred their undivided 2/7th share in respect land area comprised in R.S and L.R. Dag No. 234 and 235, unto and in favour of their (5) five brothers namely Manick Chandra Sipui, Mukta Chandra Sipui, Swadesh Ranjan Sipui, Nanda Kumar Sipui and Ananda Sipui.

Whereas thus the said Manick Chandra Sipui, Mukta Chandra Sipui, Swadesh Ranjan Sipui, Nanda Kumar Sipui and Ananda Sipui, became the absolute owners, well seized and possessed of and sufficiently entitled to 17.33 Decimals, out of 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag NO. 235 under R.S. Khatian NO. 332, corresponding to L.R. khatian NO. 158 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas and 19.66 Decimals, out of 59 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L. No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khatian NO. 295, corresponding to L.R. khatian NO. 156 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town,

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



192024250253564238

GRN Details

GRN:	192024250253564238	Payment Mode:	SBI Epay
GRN Date:	23/10/2024 18:46:23	Bank/Gateway:	SBIePay Payment Gateway
BRN :	3780990226745	BRN Date:	23/10/2024 18:46:57
Gateway Ref ID:	0917708438	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	231020242025356422	Payment Init. Date:	23/10/2024 18:46:23
Payment Status:	Successful	Payment Ref. No:	3002701809/3/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Ms Shree Shyam Infra Developers
Address:	Golaghat Road, Ground Floor, Pin - 700048
Mobile:	9830526432
Period From (dd/mm/yyyy):	23/10/2024
Period To (dd/mm/yyyy):	23/10/2024
Payment Ref ID:	3002701809/3/2024
Dept Ref ID/DRN:	3002701809/3/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	3002701809/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	20051
2	3002701809/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	5028
Total				25079

IN WORDS: TWENTY FIVE THOUSAND SEVENTY NINE ONLY.

District -North 24 Parganas, each son individually having undivided 1/5th share.

Whereas The said Mukta Chandra Sipui, who became the owners and sufficiently entitled to undivided 1/5th share as left by Panchu Gopal Sipui, equivalent to 3.466 Decimals, over and in respect of 17.33 Decimals, out of 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 235 under R.S. Khatian NO. 332, corresponding to L.R. khatian NO. 158, within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas and equivalent to 3.932 Decimals over and in respect of 19.66 Decimals, out of 59 Decimals, in total aggregation and accumulation land area measuring about lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khatian No. 295, corresponding to L.R. khatian NO. 156 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas, 7.398 Decimals equivalent to 4.48 Cottahs, hereinafter referred to as the SAID PROPERTY.

Whereas with execution of these presents, the Owner shall be liable to withdraw all pending cases/suits/application including title Suit no. 374/24, Sub Division - Barasat within 2 months from the date of this Development Agreement and/or terms and condition wherein the intention and desire of the owner towards the development of this land and in this regard the development agreement executed and registered.

Whereas The Developer herein on being approached and requested by the Owners and also relying on the various representations and assurances given by the Owners with respect to the marketable title of the Said Property, has agreed to undertake and carry out development of the Said Property, morefully described in the Second Schedule written hereunder, and it has been decided and agreed by the Parties that, the Developer shall develop the Said Property by constructing Multi Storied Building, in amalgamation the rest of the undivided land comprised in the Entire Property hereinafter referred to as the SAID BUILDING in accordance to the Sanctioned Plan (Project) comprising of various units, etc. capable of being held and enjoyed independently, on the agreed terms and conditions.

- A.** The Parties hereto have agreed to record in writing the various terms and conditions for Joint Development of the "Said Property" and construction of the proposed Project at or upon the land comprised therein as hereinafter contained. The Developer herein approached the owner of the land herein to allow them to develop the land of the owner herein by way of amalgamation and considering the

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representation and submission made by the Developer, the owner herein has agreed to allow the Developer to Develop the below schedule property as described in schedule "A" below and so both the owner and the Developer are entering into this Development Agreement under the following: -

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the Parties hereto as follows: -

1. DEFINITIONS: In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -

1.1 "Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

1.2 "Approvals" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, Ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;

1.3 "Association" shall mean any association, syndicate, committee, body, society or company which would comprise one representative from each Units of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;

"Owners" shall mean and include **MUKTA CHANDRA SIPUI (PAN - BJVPS3596J), (AADHAAR - 3398 8450 6498)**, son of Late Panchu Gopal Sipui, by faith Hindu, by Occupation - Business, by Nationality Indian, residing at 90, Golaghata Road, Kolkata, West Bengal - 700048, hereinafter called the "Owners/Grantors", which expression shall unless excluded by or repugnant to the context hereof be deemed to mean

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and include their heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **FIRST PART.**

"Developer" shall mean and include **M/S. SHREE SHYAM INFRA DEVELOPERS, PAN NO. AEXFS5308G** a partnership firm, having its office at Premises No. 18, (Holding - 30) Golaghata Road, Ground Floor, Post Office - Sreebhumi, Police Station - lake Town, Kolkata - 700048 (24 PGNS North), represented by its Partner namely, **1. RAJIV KUMAR GOENKA (PAN No. ADSPG1811C) (AADHAR NO. 7124 0006 3892)** Son of Late of Surendra Kumar Goenka, by Religion - Hindu, by occupation - Business, by Nationality - Indian, , residing at 120, Block- C, Bangur Avenue, Kolkata - 700 055, **2. ASHWIN TEKRIWAL (PAN No. ABMPT0199C) (AADHAR NO. 9524 2611 5582)** Son of Mr. Dwarika Prasad Tekriwal, by Religion - Hindu, by occupation - Business, by Nationality - Indian, residing at P-227, Lake Town, Block-'B', Post Office & Police Station - Lake Town, Kolkata - 700 089, hereinafter called the **"Developer"**, (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **SECOND PART.**

2. "Said Property" shall mean and include ALL THAT undivided 1/5th share as equivalent to 3.466 Decimals, over and in respect of 17.33 Decimals, out of 52 Decimals, lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 235 under R.S. Khatian NO. 332 , corresponding to L.R. khatian NO. 158, within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas and equivalent to 3.932 Decimals over and in respect of 19.66 Decimals, out of 59 Decimals, in total aggregation and accumulation land area measuring about lying and situated at Dakhin Dhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No. 28, R.S. and L.R. Dag NO. 234 under R.S. Khatian NO. 295, corresponding to L.R. khatian NO. 156 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas, 7.398 Decimals equivalent to 4.48 Cottahs, hereinafter referred to as the SAID PROPERTY.

- 2.1 "Project" shall mean and include Multi Storied Building consisting of Residential Units, commercial units, and car parking spaces to be constructed at or upon land comprised in the "Said Property" upon

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amalgamation of the adjacent plots, in accordance to the Sanctioned Plan. In case of amalgamation with the back side land, then Multi storied Building shall be developed by the Developer.

- 2.2 "Units" shall mean and include Residential, Commercial Units and Car parking Spaces, which would be available for independent use and occupation at the said Project.
- 2.3 "Commercial Units" shall mean and include shops, show rooms, offices and other spaces meant for commercial use.
- 2.4 "Car Parking Spaces" shall mean and include car parking spaces both covered and open of the Project.
- 2.5 "Development Work" shall mean and include development of the "Said Property" comprised therein and construction of the proposed Project thereat by the Developer as per the Sanctioned Plan and also as per the Municipal laws and the Building Rules.
- 2.6 "Sanctioned Plan" shall mean and include the building Plan which shall be sanctioned and/or approved by the South Dum Dum Municipality, as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project and also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
- 2.7 "Common Parts" shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, underground and overhead water reservoirs, water pipes, water pump and motor, lifts, lift well, lift machine rooms and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the Project but shall not include the roof and the open spaces on the ground floor level of the Project which are not identified as Common Areas by the Developer.
- 2.8 **"Owners' Allocation" shall mean** total area of 14000 sq.ft. (Built-up) area at new multistoried Building, entire 12th Floor of the measuring around Built-Up area 9600 Sq.ft. (approx) and Balance Built-Up area 4400 Sq.ft. on the 11th Floor, all are built up area **together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes**

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Common Roof Right, and the common area and open space on the ground floor as shall be attached to the building.

- 2.9** "Developer's Allocation" shall mean (1) the balance entire Constructed, (Residential, Commercial and Car Parking Spaces (Covered and Open) and other Commercial Units on the Ground Floor save and except which shall be allotted to the Owners as mentioned hereinabove, of the Said Building, Together with Roof Right, together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes Common Roof Right, in amalgamation the rest of the undivided land of the other co-owners hereinafter referred to as the SAID BUILDING in accordance to the Sanctioned Plan (Project) and in future in amalgamation with the adjacent plot of land.
- 2.10** "Architect" shall mean the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed Project as per the Sanctioned Plan and also the Municipal laws and the Building Rules.
- 2.11** "Buyers" shall mean and include the intending Buyers/Transferees of commercial units and other saleable spaces, at the Project.
- 2.12** "**Competent Authority**" shall mean and include the Kolkata Municipal Corporation, and also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project. The Project shall be registered under West Bengal Real Estate Regulation Act, 2017.
- 2.13** "Development Rights" shall mean the right, power, entitlement, authority, sanction and permission of or being hereby granted to the Developer to:
- (i) enter upon and take permissive possession of the Said Property from the Owners for the purpose of development and construction of the Project/Complex thereon in accordance with the terms of this Agreement;
 - (ii) appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project/Complex in accordance with the Approvals;

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- (iii) to carry out all the infrastructure and related works/ constructions for the Complex, including water storage facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Property as may be required by the Architects of the Project in view of any Approvals, layout plan, or order of any Governmental Authority;
- (iv) to launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of all Units and/or saleable areas within the Developer's Allocation in the Project/Complex and the Said Property from the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas within the Developer's Allocation and related undivided interests in the Said Property and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements of transfer with all intending purchasers in respect of all Units and/or saleable areas within the Developer's Allocation in the Project/Complex and the Said Property, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefore and transfer Ownership, possession, use or occupation of all Units and/or saleable areas within the Developer's Allocation comprised in the Project to the respective intending purchasers / transferees;
- (v) Execute all necessary, legal and statutory writings, agreements and documentations including the declarations, affidavits and/or gift deeds for sanction of Plans, amalgamation, licensing or sale of all Units and/or saleable areas within the Developer's Allocation as envisaged herein and appear, admit execution of and present for registration before the jurisdictional Registrar or Sub-Registrar the documents for the same;
- (vi) manage the Project and the Common Areas, Installations and Facilities constructed upon the Said Property and also to form the Association and thereafter, to transfer / assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;

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- (vii) apply for and obtain any Approvals in its name or in the name of the Owners, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owners for the purpose of development and construction of the Project;
- (viii) generally, any and all other acts, deeds and things incidental or ancillary for the development of the Project as more elaborately stated in this Agreement;

2.14 "Force Majeure" shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion, delays due to political unrest, municipal, general or other elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order;

3. SECURITY DEPOSIT: The Developer agrees to pay a sum of Rs. **5,00,000/- (Rupees Five Lakhs Only)** to the Owner and the same is refundable but interest free.

4. DEVELOPMENT WORK:

- 4.1 The Owners being desirous of development of the Said Property has duly appointed and/or hereby appoints the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "Said Property" and construction of the said Project thereat as per the Sanctioned Plan and on the terms and conditions herein recorded.
- 4.2 The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Property" and further agree to

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undertake and carryout the said project of development of the "Said Property" and construction of the proposed Project as per the Sanctioned Plan thereat in the manner and within the time and on the terms and conditions herein recorded.

- 4.3 The Owners hereby agrees to allow the Developer to undertake development of the "Said Property" in accordance with the 'Sanctioned Plan'.
- 4.4 The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint Ownership or any other legal relationship between the party hereto except as specifically provided herein.
- 4.5 It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Property" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.
- 4.6 The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Property" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Property" for development. It is expressly agreed and declared that juridical possession of the "Said Property" for development shall vest in the Owners until such time the development is completed in all regards.

5. TERMS AND CONDITIONS

- 5.1 The owners do hereby grant exclusive right to the **Developer / Second Part** undertake construction of multistoried building in or over the land as specifically described in the Schedule "A" herein below in accordance with the plan to be sanctioned by the South Dum Dum Municipality.
- 5.2 All applications, plans and other papers and documents may be required by the Promoter for the purpose of obtaining necessary section of building plan from the authority shall be prepared by the promoter at its cost and the same shall be either submitted by the

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owners or by the Promoter as constituted attorney for getting the plan approved and sanctioned from the Municipality concerned.

- 5.3 Immediately upon the building plan being approved and sanctioned from the competent authority, the promoter shall start construction of the multistoried building upon the land as per sanctioned plan.
- 5.4 Within 48 (Forty-Eight) months from the date of sanction of the building plan or within the extended period of six months, the Developer shall complete the building and construction at its own cost and expenses in accordance with the sanctioned building plan.
- 5.5 The Developer / Second Part shall deliver peaceful vacant possession **"Owners' Allocation"** shall mean total area of 14000 sq.ft. (Built-up) area at new multistoried Building, entire 12th Floor of the measuring around Built-Up area 9600 Sq.ft. (approx) and Balance Built-Up area 4400 Sq.ft. on the 11th Floor, all are built up area together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes Common Roof Right, and the common area and open space on the ground floor as shall be attached to the building.
- 5.6 The owner herein shall have no claim in respect of any other area or areas out of the multistoried building save and except the area as mentioned in clause no.5 and as specifically mentioned in schedule "B" of the agreement and it is mentioned further that electrical infrastructural cost shall be borne by the promoter and electric meter shall be installed in the flats of the owner at his own cost.
- 5.7 The Developer / Second Part shall make arrangement for delivery of possession of the flats and shop rooms under owner's allocation in favour of the First Party/Landowner who is getting the "B" schedule flats and shop rooms as per agreement.
- 5.8 The Developer / Second Part shall pay and make expenses for construction and flats and/or modification of sanctioned plan and all other allied works related to the construction including the cost of materials, labour, expenses of supervising staff, Engineers transportations for materials etc. or any other charges incurred in constructing the multistoried building, Flats and construction and allied works exclusively and the First Party/Landowner shall not be liable or responsible for any such payment. The Developer / Second Part shall be solely responsible and shoulder all legal consequences

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for any unauthorized works and/or construction deviating from the sanctioned plan of proposed ownership flats.

- 5.9 The Developer / Second Part shall not be entitled to assign or transfer this agreement to any other person without the consent of the First Party/Landowner herein.
- 5.10 The First Party/Landowner do hereby empower and authorize the Developer / Second Part to enter into any such lawful agreement with any intending purchasers of flats, shops, car parking space, passage etc in respect of Promoter/Developer's allocation as specifically described in schedule "C" below only at the price as may be decided by the Developer / Second Part to receive any sum from the said purchaser/purchasers on proper money receipts and also to open site office on the premises and display the board in the name of the partnership firm without creating any financial liability upon the First Party/ Landowner.
- 5.11 For the purpose of completing the project, it may be permissible for the Developer / Second Part to enter into any agreement with any Institution including local body upon such terms and conditions and the First Party/Landowner shall have no objection to such agreement or agreements with any other concern of the Promoter's confidence subject to the up keeping of congenial avocation,
- 5.12 In so far as necessary, all dealings by the Developer / Second Part in respect of the building including agreements for sale or transfer in respect of the flats & shop & spaces shall be in the name of of the First party/ Landowner for which purpose the First Party/Landowner do hereby appoint, nominate and constitute the Promoter as their lawful agent and attorney by way of this deed (except principal's share) provided however that the same shall not create any financial liability upon the First Party/ Landowner in any manner whatsoever,
- 5.13 The First Party/Landowner shall do or execute or cause to be done or executed all such further deeds and documents not herein specified as may be lawfully required to be done by the Developer / Second Part

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for which the promoter may need the authority of the First Party/Landowner including any such additional Power of Attorney or authority as may be required for the purpose of the project provided that same shall not in any way infringe the rights of the First Party/Landowner and/or against the spirit of this agreement. It is admitted and decided that if the Developer / Second Part thinks fit and proper to amalgamate any adjacent land of lands property or properties with the "A" schedule property and the develop the same, in that event, the First Party/Landowner herein shall have no objection.

6. DEVELOPER'S OBLIGATIONS

6.1 The Developer / Second Part do hereby undertake: -

- A. Not to part with possession of the flats and garages under Owner's allocation without consent and permission of the First Party/Landowner and/or unless terms and conditions are complied with provided however that it will not prevent the Developer / Second Part entering into any agreement for sale or deal with the property in respect of developer's allocation.
- B. The Developer / Second Part do hereby undertake to keep the First Party/Landowner indemnified against all third-party claim and action arising out of any sort of act or commission of the Second Party/ developer of the construction of the proposed building. It is clearly, understood and confirmed by the Developer / Second Part that in case of accident to any person or damage of any building the Developer / Second Part shall be solely responsible for the same and hereby undertake of indemnify the First Party/Landowner against all claim actions demands in connection therewith.
- C. Apart from entering into Agreement for sale with the intending purchaser(s) and from receiving consideration money from the intending purchaser(s), the Developer / Second Part shall have no right to deliver possession of any Flats, Garages, Car Parking, shop room etc in favour of the intending purchaser(s) until and unless owner's allocation is satisfied in all respects.
- D. After getting the building plans sanctioned from South Dum Municipality, the Developer / Second Part shall have to enter into supplementary agreement with the Landowner/first party

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specifying the area of the flats and its nature and character which are to be constructed as per specification to be made by the First Party/Land Owner.

- E. Prior to satisfaction of the owner's allocation and/or Developer's allocation, the Developer / Second Part shall have to obtain completion certificate from the authority concern like Municipality.
- F. The Developer / Second Part shall have to issue proper and authenticated possession letter in respect of owner's allocation in favour of the First Party/Landowner.
- G. The Developer / Second Part prior to satisfaction of the owner's allocation shall make due arrangement of the common meter and take steps for individual meters so that the First Party/Landowner may not be saddled with the cost as per commercial meter for consuming the electricity.
- H. The Developer / Second Part shall take initiative to form Flat Owners Association/Society within the time framed so that the Flat Owners, shop owners, Owners of car parking may not be obstructed from maintaining the day-to-day affairs of the Flat owners, shop owners and owners of car parking.
- I. The Developer / Second Part will perform their part in strict compliance with the terms and conditions as stipulated in this Development Agreement and in case of breach of any other terms, the Developer / Second Part shall have to face legal consequences and, in that case, the Developer / Second Part shall be liable to bear the litigation and incidental cost to be incurred by the First Party//Landowner.
- J. If the nature of Land is not changed with due permission of the competent authority(s).
- K. The Developer shall also be responsible for soil testing, ground leveling, construction of boundary walls and construction of approach road to the project at its own costs.

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The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Property" and/or construction of the said Project and in this respect, the Owners shall not in any manner be liable or responsible.

OWNERS'S OBLIGATIONS

Second Part and the First Party/ Landowner shall not be liable to pay the same. In case any such commercial tax is imposed by the competent authority against the owners for them being the First Party/Landowner of the "A" schedule property the promoter shall incur the same.

- 8.2 During the subsistence of the agreement, the Developer / Second Part who has already received all the documents relating to the "A" schedule property and verified the same shall sign any such papers, give any such consent or execute any such documents in favour of person or persons so that he or they may produce all necessary documents which may be required for taking house building loan or flat purchasing loan from their employers or any Govt. or public financial institution, of course if this agreement does not serve the purpose for getting such loan in respect of flats, garage, shop rooms etc. under Developers allocation and in that case, the First Party/Landowner shall have no liability and/or responsibility.
- 8.3 Upon fulfillment of terms and conditions of this agreement the Developer / Second Part shall have the absolute right to execute such documents and instruments in favour of the transferees in such form and manner and upon such terms and conditions as may be agreed between the Developer / Second Part and their transferees for granting in respect of total built up area under developer's allocation subject to compliance of the terms as mentioned in clause No.16© of this Development Agreement.
- 8.4 In so far as necessary for the development of the said premises, the First Party/Landowner will nominate, constitute and appoint the promoter as the owners lawful attorney to do, execute, perform and exercise all acts, things, matters and deeds including the authority to prepare plans or maps to sign letter, correspondence and documents, to apply to the competent authority under the statute.
- 8.5 The First Party/Landowner shall be deemed to have failed and neglected to perform their part of contract if:-

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- A. The First Party/Landowner fails and neglects to sign the building plan prepared by the Developer / Second Part through the Engineer according to the norms of the Municipality.
- B. If in spite of compliance of the terms and conditions of this agreement by the Developer / Second Part, the First Party/Landowner fails and neglects to execute deed of conveyance in favour of the Second Party/ Developer or its nominees for the developer's allocation or to execute general power of attorney in favour of the Developer / Second Part to do so in respect of flats, shops & Space and other space of the building of developer's allocation.
- C. If the First Party/Landowner fails and neglects to execute such further General Power of Attorney or any deeds and documents as may be lawfully required by the Developer / Second Part in the interest of proper continuance of the coveted project.
- D. If the First Party/Landowner fails and neglects to observe and perform the terms and conditions of these presents.

8.6 The Developer / Second Part shall be deemed to have failed and neglected to perform its part of contract if:-

- A. If the Developer / Second Part in spite of being permitted by the First Party/Landowner to take measurement of "A" schedule property fails and neglects to handover the proposed building plan duly prepared by the Engineer within one month from taking permission of the "A" schedule property to construct building from competent authority.
- B. If the Developer / Second Part fails and neglects to start and perform construction work on the "A" schedule property as per sanctioned plan within Two month from the date of sanction plan.
- C. If the terms and conditions as to the First Party/Landowner's rights and allotment are not complied with by the Developer / Second Part within 48 months from the date of sanction of the building plan or within the extended period to be usually fixed.

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D. If the Developer / Second Part contravenes the sanctioned plan during the course of construction and fails to observe and perform the terms and conditions of these presents.

8.7 If in spite of saleable title being made out and part of performance being made out by the First Party/Landowner and if the First Party/Landowner do not commit any breach of stipulated terms and conditions, the Developer / Second Part fails and neglects to perform its part in strict compliance with the terms and conditions of these presents the First Party/Landowner shall be at liberty to vindicate his claim in proper court of law either by rescinding this agreement or by enforcing specific performance of contract.

8.8 If inspite of good marketable title over "A" schedule property hereinabove made out by the First Party/landowner which is duly inspected and verified by the Developer / Second Part and as well as inspite of Developer / Second Part s readiness to perform its part of contract, the First Party/Landowner fails and neglects to perform his part of contract, the Developer / Second Part shall be at liberty to sue for specific performance of contract through competent court of law or to take proper recourse of law for the time being in force.

8.9 During the course of construction, the First Party/Landowner shall have access to the premises to inspect the quality of the construction. The Developer / Second Part shall be bound to construct the proposed building in thorough workman like manner and with the standard materials in accordance with sanctioned plan and any amendment thereto and modification thereof made or caused to be made by the Developer / Second Part provided that no alteration and modification shall be made in the owner's allocation without the consent of the First Party/Landowner but if such alterations and modifications are caused at the instance of the Municipality or any other authority, the First Party/Landowner shall not refuse to give his consent therein.

8.10 All disputes and differences arising out of this agreement shall be referred to Two Arbitrators as may be mutually appointed by the parties hereto whose decision shall be final and binding on them and

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in case of difference of opinion by the said Arbitrators, the matter shall be settled by an Umpire to be appointed by said Arbitrators in consultation with the parties hereto.

- 8.11** It is mutually agreed by and between the 3 First Party/Landowner and Developer / Second Part that in case of necessity and in the interest of removing any difficulty in interpreting any clause they would by under legal obligations to execute further supplementary agreement in order to supply true meaning and purport of the original agreement.
- 8.12** The new building shall be R.C.C construction and shall confirm with the specification more fully described in the building plan.
- 8.13** The Developer / Second Part shall install and provide such facilities that may be required to be provided according to the law and in that case Developer / Second Part shall bear all expenses.
- 8.14** The Developer / Second Part is hereby authorized by the First Party/Landowner to apply for and obtain quotas, entitlements and other allocations of such building materials allocable to the owners for the construction of the building.
- 8.15** The Developer / Second Part is also hereby authorized by the First Party/Landowner to apply for and obtain temporary and/or permanent connection of water, electricity and/or other facilities required for the new building and the Developer / Second Part shall enjoy the existing water arrangement and electric facility.
- 8.16** All costs, charges and expenses including Architect's fees and all subscriptions shall be paid and discharged by the Developer / Second Part and the First Party/Landowner shall have no liabilities in this context.

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- 8.17 The Developer will do all acts deeds and things in the matter of development of the "A" Schedule property for and on behalf of First Party/Landowner and in that case land owner shall have no objection.
- 8.18 Any other matter not covered by this agreement shall be deemed to be governed by the provisions of Transfer of Property Act and Indian Contract Act and/or other law for the time being in force.

9. Powers and Authorities

- 9.1 Power of Attorney for Building Plans Sanction: The Owners hereby grants to the Developer and/or its nominees Power of Attorney for the purpose of getting the Building Plan/s sanctioned / revalidated / modified / altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.
- 9.2 Power of Attorney for Construction and Sale of Units: The Owners hereby grant to the Developer and/or its nominees Power of Attorney for construction of the building/s Complex/ Project and booking and sale of all Units within the Developer's Allocation.
- 9.3 Further Acts: The Owners shall also from time to time grant further Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts, deeds, matters and things, to carry out development of the "Said Property" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertakes that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement including but not limited to the documents as required for obtaining financial accommodation from any bank and/or financial institution.
- 9.4 The detailed powers granted by this presents are given in the Third Schedule hereunder.

10. CONSTRUCTION WORK:

- 10.1 The construction of the said Project shall be strictly as per the Municipal Laws and/or the building rules, regulations and byelaws

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framed there under and the same strictly in accordance with the Sanctioned Plan. In this respect, the Developer shall keep the Owners absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said Project and/or any accident or untoward incident arising at the site due to construction and/or the said development work being in deviation from the Sanctioned Plan and/or in violation of the South Dum Dum Municipality Laws and/or the Rules, regulations and by-laws there under.

- 10.2 The Developer herein shall appoint and employ such masons, miseries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistress, supervisors, chowkidars and dewans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the Project and to comply with all applicable laws connected therewith and in this respect, the Owners shall not in any manner be responsible.

- 10.3 The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out of the said development work and/or construction of the Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owners shall not in any manner be liable.

- 10.4 The works of development of the "Said Property" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects and also as per the Specifications mentioned in the **Second Schedule** hereunder written.

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- 10.5 The Developer hereby assures that the Owners would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction. The Developer shall obtain all necessary insurances in respect of the Project.

11. **COSTS OF CONSTRUCTION:**

- 11.1 The Developer herein shall solely be responsible for carrying out the development of the "Said Property" and construction of the proposed Project.
- 11.2 The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing development of the "Said Property" and the construction of the proposed Project in one or more phases and the same as per the Sanctioned Plan approved and/or to be revised/modified by the competent authority.
- 11.3 The parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the Municipality and/or the competent authority and other concerned Government authorities and/or departments and the Developer herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.
- 11.4 It is agreed and made clear that the Owners herein shall not be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "Said Property" and/or construction of the proposed Project.
- 11.5 The Parties have further agreed that so far as the costs of construction to be incurred and paid by the Developer as mentioned hereinabove the Developer hereto shall keep and maintain separate books of accounts in respect of the respective amounts respectively incurred or paid in respect of development or construction of the said Project.

12. **PUBLICITY & MARKETING**

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- 12.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces and Parking Spaces and other facilities within the Developer's Allocation comprised in the Projection such terms and conditions and at such prices as may be decided from time to time by the Developer.
- 12.2 The Developer may retain and appoint qualified agents for marketing and sales of the Project on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference on any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.
- 12.3 The Developer shall be entitled to receive consideration / allotment money / advance consideration, etc. in its own name in respect of sale of the Units and other areas within the Developer's Allocation comprised in the Project and give receipts thereof and transfer Ownership possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.
- 12.4 The Owners and the Developer hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for transfer / allotment, booking of any Unit or any other saleable spaces/ area within the Developer's Allocation in the Project to be developed or constructed over the "Said Property" and to accept or receive any request for booking or allotment of any Unit or any other saleable spaces/areas within the Developer's Allocation in the Project to be developed or constructed over the "Said Property"..
- 12.5 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale and/or otherwise transfer of the Units within the Developer's Allocation comprised in the Project shall be appropriated solely by the Developer.

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- 12.6 The publicity and marketing of the project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.

13. **SALE OF UNITS/PROJECT:**

- 13.1 The Developer would sell, transfer or otherwise dispose of the Units and/or Car Parking Spaces of the Project within the Developer's Allocation in favour of the intending transferees, on leasehold basis and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:
- 13.2 It has been agreed that the payment of the allotment money by the intending transferees, the entirety of the Total Sale Proceeds including the earnest monies, part payments and consideration amounts, which the Developer would from time to time receive and/or realize on account and in respect of transfer of the several Residential Units, Commercial Units and Car Parking Space of the Project within the Developer's Allocation would be taken in the name of the Developer and all buyers/transferees shall be notified in respect thereof and deposited in the Account of the Developer.
- 13.3 For the transfer of the commercial units and other saleable spaces of the Project within the Developer's Allocation as mentioned hereinabove, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest moneys, part payments and consideration amounts.
- 13.4 **The Parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, bill-boards etc. at the Said Property of its said brand name**
- 13.5 "Owners' Allocation" shall mean total area of 14000 sq.ft. (Built-up) area at new multistoried Building, entire 12th Floor of the measuring around Built-Up area 9600 Sq.ft. (approx) and Balance Built-Up area

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4400 Sq.ft. on the 11th Floor, all are built up area together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes Common Roof Right, and the common area and open space on the ground floor as shall be attached to the building.

- 13.6** "Developer's Allocation" shall mean (1) the balance entire Constructed, (Residential, Commercial and Car Parking Spaces (Covered and Open) and other Commercial Units on the Ground Floor save and except which shall be allotted to the Owners as mentioned hereinabove, of the Said Building, Together with Roof Right, together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes Common Roof Right, in amalgamation the rest of the undivided land of the other co-owners hereinafter referred to as the SAID BUILDING in accordance to the Sanctioned Plan (Project) and in future in amalgamation with the adjacent plot of land.
- 13.7** The Parties agree that the Developer shall be responsible to keep the Owners' Allocation secured from entry of trespassers or any other person who has no legal right over possession on the Owners' Allocation.
- 13.8** The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners will be prevented from enjoying, selling assigning, disposing of the Owners' Allocation or any part of it.
- 13.9** The Developer shall bear all the Municipal Taxes and other expenses after the Plan shall be sanctioned and the Developer shall bear all the cost and expenses relating to amalgamation if the Said Property gets amalgamated in future with the back side land.
- 13.10** The Developer shall complete the construction and make the said Project habitable and handover the Owners' Allocation within the Project Completion Date i.e. 48 months from the date of Sanction Plan and start of Construction whichever is later and with a grace period of 6 months as described hereinabove, unless prevented by the circumstances of Force Majeure described hereinabove. After the completion of the Owners' Allocation, the Developer will inform the Owners to take possession of the Owners' Allocation in favour of the Owners in writing via Speed Post/ Registered Post.

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THE SCHEDULE "A" ABOVE REFERRED TO
"Said Property"

ALL THAT undivided 1/5th share as left by Late Panchu Gopal Sipui, equivalent to 3.466 Decimals, over and in respect of 17.33 Decimals, out of 52 Decimals, lying and situated at DakhinDhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No.28, R.S. and L.R. Dag NO.235 under R.S. Khatian NO.332, corresponding to L.R. khatian NO. 158, within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas and **equivalent to 3.932 Decimals over and in respect of 19.66 Decimals**, out of 59 Decimals, in total aggregation and accumulation land area measuring about lying and situated at DakhinDhari Road, Kolkata-700048, appertaining to Mouza- Kankuri, J.L.No. 28, R.S. and L.R. Dag NO.234 under R.S. Khatian NO.295, corresponding to L.R. khatian NO. 156 within the municipal limits of the South Dum Dum Municipality, Ward No. 34, Police Station -Lake Town, District -North 24 Parganas, **7.398 Decimals equivalent to 4.48 Cottahs**, butted and bounded as follows:

ON THE NORTH :	By 175, DakhinDhari Road;
ON THE SOUTH :	By 19, DakhinDhari Road;
ON THE EAST :	By BrijDham Complex;
ON THE WEST :	By DakhinDhari Road;

THE SCHEDULE "B" REFERRED TO
Specifications

"Owners' Allocation" shall mean total area of 14000 sq.ft. (Built-up) area at new multistoried Building, entire 12th Floor of the measuring around Built-Up area 9600 Sq.ft. (approx) and Balance Built-Up area 4400 Sq.ft. on the 11th Floor, all are built up area together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes Common Roof Right, and the common area and open space on the ground floor as shall be attached to the building.

THE SCHEDULE "C" REFERRED TO
Developer's Allocation

"Developer's Allocation" shall mean (1) the balance entire Constructed, (Residential, Commercial and Car Parking Spaces (Covered and Open) and other Commercial Units on the Ground Floor save and except which shall be allotted to the Owners as mentioned hereinabove, of the Said Building, Together with Roof Right, together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which

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includes Common Roof Right, in amalgamation the rest of the undivided land of the other co-owners hereinafter referred to as the SAID BUILDING in accordance to the Sanctioned Plan (Project) and in future in amalgamation with the adjacent plot of land.

THE SCHEDULE "D" REFERRED TO
Specifications

- **Structure**
RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.
- **Exteriors**
Cement plaster; Water Primer coating, with Weather Coat Paint.
- **Flooring**
Vitrified/Rectified tiles in Bedrooms, Living/Dining, and lobbies on all floors.
- **Interiors**
Putty punning inside flats; OBD painting over Putty punning in common areas and lobbies
- **Kitchen**
Anti-skid ceramic Tiles on floor; Cuddapah Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter; CP fittings of reputed make.
- **Toilets**
Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles on the walls; Ceramic wash basins; European WC and CP fittings of reputed make.
- **Doors**
Wooden Door Frames; Solid core Flush Door for main entrance door with night latch and magic eye; Wooden Door Frames; Solid Core Flush Door for all internal doors
- **Windows**
Anodised Aluminium Frames with fully glazed shutters.
- **Stairs**
Indian Patent Stone Flooring; MS railing.

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- **Roof**
Properly waterproofed and Roof Tiles on the Floor.
- **Electrical**
Concealed insulated Aluminium wiring with switches of reputed make;
AC points in master bedroom; Geyser points in master bathroom;
Exhaust Fan points in all Bathrooms and Kitchens.
- **Plumbing**
Internal concealed plumbing.

THE SCHEDULE "E" ABOVE REFERRED TO
POWER OF ATTORNEY

1. **Sanction, Revalidation, Modification, Extension and Alteration of Building Plans and Other Statutory Compliances:** To cause sanction, revalidation, modification, extension and alteration of the Building Plans to be prepared and submitted by appointing an qualified person/ architect and structural engineer and then to have the same sanctioned and/or revalidated and/or modified and/or extended and/or altered and/or revised by the concerned South Dum Dum Municipality and the Other Authorities and to pay fees, costs and charges for such sanction, modification, alteration, revision, extension and re-validation as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate and other certificates from the concerned South Dum Dum Municipality and Other Authorities.
2. **Mutation and amalgamation:** To mutate the name of the Owners in the concerned Block Land and Land Reforms Office and the South Dum Dum Municipality and to amalgamate the back-side land/adjacent **OTHER UNDIVIDED LAND OF THE CO-OWNERS** land being the undivided share of the other Co-Owners with the **Said Property**.
3. **Dealing with Authorities:** To deal with all authorities including but not limited to concerned South Dum Dum Municipality and Other Authorities for sanction, modification, alteration, extension, revision and re-validation of the Building Plans and to amalgamate the said property with the adjacent plots and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and

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other ancillary papers, as be required and cause gift of portion of the Said Property in favour of the concerned South Dum Dum Municipality and Other Authorities for road widening or any other necessities, as be required by the Developer/Attorney.

4. **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.
5. **Regulatory Clearances:** To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under (1) West Bengal Land Reforms Act, 1955 and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
6. **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the said Project on the Said Property.
7. **Construction:** To construct temporary sheds and godowns for storage of building materials and running of site office and to construct the said Project and/or any other structure on the Said Property, in accordance with the Development Agreement.
8. **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Developer/Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Owners.
9. **Signing and Execution:** To sign, execute, accept, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, Deed of Gift in favour of the South Dum Dum Municipality, confirmations and consents for and in connection with the Said Property, sanction, modification, alteration, revision and re-validation of the Building Plans, Boundary Declaration and to have the same registered and obtain all permissions and clearances as may be required for the same.
10. **Mortgage:** To obtain construction loan from any Bank or financial institution as contemplated within the Development Agreement and/or any part thereof and can sign and execute all documents in this behalf

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from time to time and arrange for registration of the same from the appropriate authority.

11. **Acceptance of Papers:** To accept notices and service of papers from the concerned South Dum Dum Municipality, Fire Brigade, Competent Authority under the Police, both Civil Court and Criminal Courts, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.
12. **Granting Receipts:** To receive and pay and/or deposit moneys including fees, rent, interest from any person or persons, body or bodies, authority or authorities and receive fund and to receive and grant valid receipts and discharges in respect thereof.
13. **Land Revenue:** To make payment of upto date land revenue/municipality/local authority taxes in respect of the Said Property by way of approaching the concerned authorities and obtaining necessary orders for such payment and to collect receipts thereof.
14. **Outgoings:** To pay all outgoings, including South Dum Dum Municipality Taxes etc. in respect of the Said Property/said Project and to collect receipts therefore.
15. **Mutation:** To take all necessary steps and to sign and submit all papers, applications and documents to record the Owners' name as Owners of the Said Property in the office of B.L.&L.R.O, the concerned Authority/ South Dum Dum Municipality, local authorities and/or any other concerned authorities and to pay fees, costs and charges for that purpose.
16. **Land Conversion:** To take all necessary steps and to sign and submit all papers, applications and documents in connection with change of the nature and character of land contained in the Said Property inter alia by way of approaching the concerned authorities and obtaining necessary orders for conversion of the Said Property as may be required or deemed fit by the Developer and thereafter paying fees and charges for the same.
17. **Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Property.

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18. **Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
19. **Negotiation and Transfer:** To negotiate for transfer/ sublet/ assignment and transfer the Units and Parking Spaces in the said Project, comprised in the Developer's Allocation (as defined in the Development Agreement including any future supplementation/s and as per the terms therein), to the intending buyers, on terms and conditions as be deemed fit by the Developer and to prepare, sign, execute and deliver agreements, conveyances and other instruments in this regard.
20. **Receive Payments:** To receive all payments with regard to the transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation to the intending buyers and acknowledge receipt of the payments.
21. **Permissions and Clearances:** To apply for and obtain all kind Of permissions and clearances required for entering into such agreements, conveyances, sub-lease, assignment and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer of the Units in the said Project falls within the Developer's Allocation to the intending buyers.
22. **Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated declarations, Gift Deed in favour of South Dum Dum Municipality, Amalgamation, and/or Other Authorities (if required), Boundary Declaration/s as may be required, and to appear before the Concerned Registrar for registration of Sale Deeds of, assignments, other instruments for transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation and in particular to present for registration, admit execution, have registered and obtain original of said declarations, said Gift Deed in favour of the concerned BMC and/or Other Authorities, And Sale Deeds for transfer of the Units and Parking Spaces in the said Project falls within the Developer's Allocation.
23. **Registration of Sale Deeds:** To appear before the concerned Registrar for Registration of Sale Deeds assignments, other instruments for

Not to chandra Sipur

Handwritten signature

transfer of the Units (Residential, Commercial and Parking Spaces) in the said Project falls within the **Developer's Allocation** and in particular to present for registration, admit execution, have registered and obtain original of Said Sale Deed, from concerned Registration Office.

Ratification

Hereby Made: The Owners/Grantor hereby ratifies and confirms and agrees to ratify and confirm all lawful actions of the Developer/Attorney in pursuance of this Power of Attorney.

Handwritten signature

Mukta Chandra Sengupta

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

SIGNED SEALED AND DELIVERED by
the **Owners/Grantor** above named at
Kolkata in the presence of:

1. *Mukta Chandra Sengupta*

S/o Mukta Ch. Sengupta
40, Goleghata Road, Kol-48

Mukta Chandra Sengupta

2. *Anirban Chatterjee*
18, Goleghata Road, "Nirmalavatika"
Flat - 2B

SIGNED SEALED AND DELIVERED by
the **Developer/ Attorney** above named at
Kolkata in the presence of:

1. *Gourav Chatterjee*
339, Canal St
Kol-48

SHREE SHYAM INFRA DEVELOPERS

Rajiv

PARTNERS

2. *Dipankar Paul*
C-51/5, Bai Sachi Abason,
Salt Lake, Sec-II, Kol-700031.

SHREE SHYAM INFRA DEVELOPERS

Ashwin Tekchand

PARTNERS

Prepared & Drafted By:

Identified by

Sumanta Tripathi
Sumanta Tripathi

B.A. LL.B. ADVOCATE
HIGH COURT, CALCUTTA
ENR/LL NO. WB/1066/2011
Mob-9830707665

RECEIVED from the Developer herein a sum of **Rs. 5,00,000/-** (Rupees Five Lakhs Only) to the Owners Refundable Security Deposit, as per memo hereunder written.

MEMO OF CONSIDERATION

Date	DD NO.	Bank	Amount Rs
23/10/24	005810	HDFC Bank	5,00,000.00
			/
		TOTAL	5,00,000.00

(Rupees Five Lakhs) only

SIGNATURE OF THE WITNESS

a.

✓ Mukta Chandra Sircar

1. *Mukta Sircar*
S/o Mukta Ch. Sircar
90, Gelaghat Road, Kol - 48

2. *Anjay Chaurabari* —
18, Gopalghata Road, "Nirmala vatika"
Flat - 2B, Kolkata - 700098.
8017209831

PAGE NO.

SPECIMEN FORM FOR TEN FINGERPRINTS



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Mukta Chandee Sipi



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Rajiv



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Ashwin Tahirul

Major Information of the Deed

Deed No :	I-1904-16706/2024	Date of Registration	14/11/2024
Query No / Year	1904-3002701809/2024	Office where deed is registered	
Query Date	22/10/2024 4:02:17 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sumanta Tripathi High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830707685, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,07,60,724/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,071/- (Article:48(g))	Rs. 5,112/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

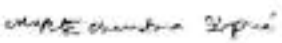
District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dakshindari Road (sadhana to canal), Mouza: Kankuri, , Ward No: 34 Pin Code : 700048

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-235 (RS :-)	LR-158	Bastu	Bastu	3.466 Dec	1/-	50,41,453/-	Property is on Road

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dakshindari Road (sadhana to canal), Mouza: Kankuri, , Ward No: 34 JI No: 0, Pin Code : 700048

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-234 (RS :-)	LR-158	Bastu	Bastu	3.932 Dec	1/-	57,19,271/-	Property is on Road
Grand Total :					7.398Dec	2/-	107,60,724/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Mukta Chandra Sipui Son of Late Panchu Gopal Sipui Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office	 16/11/2024	 Captured 16/11/2024	 16/11/2024
18 Golaghata Road, Nirmala Vatika, Flat No: 2B, City:- Not Specified, P.O:- Sreebhum, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.: bxxxxxxx6j, Aadhaar No: 33xxxxxxxx6498, Status :Individual, Executed by: Self, Date of Execution: 14/11/2024 , Admitted by: Self, Date of Admission: 14/11/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Shree Shyam Infra Developers Golaghata Road, Ground Floor, 1B, City:- Not Specified, P.O:- Sreebhum, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048 Date of Incorporation:XX-XX-2XX2 , PAN No.: aexxxxxx8g,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Rajiv Kumar Goenka Son of Late Surendra Kumar Goenka Date of Execution - 14/11/2024 , , Admitted by: Self, Date of Admission: 14/11/2024, Place of Admission of Execution: Office	 Nov 14 2024 2:43PM	 Captured 14/11/2024	 14/11/2024
120, Bangur Avenue, Block/Sector: C, City:- Not Specified, P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: ADxxxxxx1C, Aadhaar No: 71xxxxxxxx3892 Status : Representative, Representative of : Shree Shyam Infra Developers (as Partner)				

Name	Photo	Finger Print	Signature
Ashwin Tekriwal (Presentant) Son of Mr Dwarika Prasad Tekriwal Date of Execution - 14/11/2024, Admitted by: Self, Date of Admission: 14/11/2024, Place of Admission of Execution: Office	 Nov 14 2024 2:44PM	 LT1 14/11/2024	 14/11/2024
P-227, Lake Town, Block/Sector: B, City:- Not Specified, P.O:- Bangur Avenue, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700089, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth: XX-XX-1XX0, PAN No.: ABxxxxxx9C, Aadhaar No: 95xxxxxxx5582 Status : Representative, Representative of : Shree Shyam Infra Developers (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Dipankar Paul Son of Late Anup Kumar Paul C-51/5, Balsakhi Abason, Block/Sector: II, City:- Not Specified, P.O:- Sech Bhawan, P.S:- East Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700091	 14/11/2024	 14/11/2024	 14/11/2024
Identifier Of Mr Mukta Chandra Sipul, Rajiv Kumar Goenka, Ashwin Tekriwal			

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Mr Mukta Chandra Sipul	Shree Shyam Infra Developers-3.466 Dec

Transfer of property for L2

Sl.No	From	To, with area (Name-Area)
1	Mr Mukta Chandra Sipul	Shree Shyam Infra Developers-3.932 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dakshindari Road (sadhana to canal), Mouza: Kankuri, Ward No: 34 Pin Code : 700048

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 235, LR Khatian No:- 158	Owner: শ্রী শ্যাম ইন্ফ্রা, Guardian: শ্রী, Address: শ্রী, Classification: শ্রী, Area: 0.17000000 Acre,	Seller is not the recorded Owner as per Applicant.

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dakshindari Road (sadhana to canal), Mouza: Kankuri, , Ward No: 34 JI No: 0, Pin Code : 700048

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L2	LR Plot No:- 234, LR Khatian No:- 156	Owner:nk Rm, Gurdian:Rm . Address:nk . Classification:nk, Area 0.19000000 Acre.	Seller is not the recorded Owner as per Applicant.

On 14-11-2024

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

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

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

Presented for registration at 14:12 hrs on 14-11-2024, at the Office of the A.R.A. - IV KOLKATA by Ashwin Tekriwal .

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 1,07,60,724/-

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

Execution is admitted on 14/11/2024 by Mr Mukta Chandra Sipul, Son of Late Panchu Gopal Sipul, 18 Golaghata Road, Nimla Vatika, Flat No: 2B, P.O: Sreebhumi, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by Profession Business

Indetified by Mr Dipankar Paul, , Son of Late Anup Kumar Paul, C-51/5, Baisakhi Abason, Sector: II, P.O: Sech Bhawan, Thana: East Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Service

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

Execution is admitted on 14-11-2024 by Rajiv Kumar Goenka, Partner, Shree Shyam Infra Developers (Partnership Firm), Golaghata Road, Ground Floor, 18, City:- Not Specified, P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048

Indetified by Mr Dipankar Paul, , Son of Late Anup Kumar Paul, C-51/5, Baisakhi Abason, Sector: II, P.O: Sech Bhawan, Thana: East Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Service

Execution is admitted on 14-11-2024 by Ashwin Tekriwal, Partner, Shree Shyam Infra Developers (Partnership Firm), Golaghata Road, Ground Floor, 18, City:- Not Specified, P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048

Indetified by Mr Dipankar Paul, , Son of Late Anup Kumar Paul, C-51/5, Baisakhi Abason, Sector: II, P.O: Sech Bhawan, Thana: East Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,112.00/- (B = Rs 5,000.00/- , E = Rs 28.00/- , J = Rs 55.00/- , M(a) = Rs 25.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 5,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/10/2024 6:46PM with Govt. Ref. No: 192024250253564238 on 23-10-2024, Amount Rs: 5,028/-, Bank: SBI EPay (SBlePay), Ref. No: 3780990226745 on 23-10-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 20,00/-, by online = Rs 20,051/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2778, Amount: Rs.20.00/-, Date of Purchase: 11/11/2024, Vendor name: T Dutta
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/10/2024 6:46PM with Govt. Ref. No: 192024250253564238 on 23-10-2024, Amount Rs: 20,051/-, Bank: SBI EPay (SBlePay), Ref. No: 3780990226745 on 23-10-2024, Head of Account 0030-02-103-003-02


Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 877244 to 877290
being No 190416706 for the year 2024.



Mohul

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.11.26 15:40:19 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 26/11/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.