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I-13989/23



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AP 376077

23/11/2023
 2002822263/2023
 Registration. The signature sheets and the
 Endorsement sheets attached with the
 document are the part of this document.

District Sub-Registration
 Registrar 1st & 2nd
 Registration 1908
 Alipore, South 24 Parganas
 23 NOV 2023
(Signature)

DEVELOPMENT AGREEMENT

The Land Owner of First Part herein Appointed the Developer of Second Part herein to construct multistoried building as per sanctioned building plan of KMC Building Department, Borough-X, at the Premises No. 41/16, Chand Md. Road, its postal address 18, Pallisre, P.S. - Netaji Nagar, P.O. Regent Estate, Kolkata-700092, Assessee No. 21-098-01-0825-9, KMC Ward No. 98 and the Developer of Second Part herein accepted such appointment and agreed to construct the same at their own cost.

This Development Agreement made on this day, month and year written at last hereinafter.

By and Between
 Meenak Bora

22450

17 NOV 2023

No. Rs. 100/- Date

Name : *Sraboni Ghosh*

Advocate

Address : Alipur Judges Court
Kolkata-27

Vendor :
Alipore Collectorate, 24 Pgs. (South

SUSHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27



**Full signature with complete
information of Identifier**

Full signature : *Sraboni Ghosh*

Miss Sraboni Ghosh
Advocate

Enrollment No : F/1396/1073 of 2019
Allpore Judges' Court, Kolkata-700027
Office : 9/29 Netaji Nagar, Kolkata-700092
Aadhar : 6024 7113 3236, Mobile : 8697502211

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

27 NOV 2023



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



192023240288208108

GRN Details

GRN:	192023240288208108	Payment Mode:	SBI Epay
GRN Date:	19/11/2023 20:01:16	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	3215943707936	BRN Date:	19/11/2023 20:02:26
Gateway Ref ID:	233236967250	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	191120232028820809	Payment Init. Date:	19/11/2023 20:01:16
Payment Status:	Successful	Payment Ref. No:	2002822263/1/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Ms SRISHTI CONSTRUCTION
Address:	5/3, BIJOYGARH, KOLKATA 700092
Mobile:	9903186847
Period From (dd/mm/yyyy):	19/11/2023
Period To (dd/mm/yyyy):	19/11/2023
Payment Ref ID:	2002822263/1/2023
Dept Ref ID/DRN:	2002822263/1/2023

Payment Details

Sl. No.	Payment Ref No.	Head of A/C Description	Head of A/C	Amount (₹)
1	2002822263/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	2002822263/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	10021
			Total	16942

IN WORDS: SIXTEEN THOUSAND NINE HUNDRED FORTY TWO ONLY.

By and Between

SRI RUPAK BARAN SINGHAROY, son of Late Sri Bidyut Baran Singha Roy @ Bidyut Singharoy, having **PAN** : CYAPS 0213 B, **Aadhaar** : 3410 5687 7621 and **Mobile** : 9477458404, by faith - Hindu, by nationality - Indian, by occupation - Service, residing at Premises No. 18, Pallisree, P.S. - Netaji Nagar, P.O. Regent Estate, Kolkata-700092, hereinafter called and referred to as the **LAND OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) **executed and admitted** by self individually and hereinafter referred as the party of the **FIRST PART**.

AND

'SRISHTI CONSTRUCTION', a Partnership Firm, having its **PAN** : AETFS 9042 R and **Mobile** : 9038551625, registered office at Premises No. 5/3, Bijoygarh, ground floor, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, represented by its all partners, namely (1) **SRI SOHAM KUMAR BANIK**, son of Late Sunil Kumar Banik, having **PAN** : AKUPB 6460 B, **Aadhaar** : 5032 1553 0703 and **Mobile** : 9903186847, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 3/61, Bijoygarh, P.S.-Jadavpur, P.O.-Jadavpur University, Kolkata-700032, (2) **SRI SOMNATH SENGUPTA**, son of Late Niranjan Sengupta, having **PAN** : CEWPS 9069 H, **Aadhaar** : 7597 6436 4154 and **Mobile** : 8013470874, by faith-Hindu, by nationality - Indian, by occupation

Moumik Bose

- Business, residing at Premises No. 5/19, Bijoygarh, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, (3) **SRI ANINDYA MAJUMDER**, son of Late Amalendu Majumdar, having his **PAN** : AMEPM 2012 L, **Aadhaar** : 8650 9851 3795 and **Mobile** : 9339093560, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 5/14, Bijoygarh, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, (4) **SRI MAINAK BOSE**, son of Sri Subash Chandra Bose, having his **PAN** : AGUPB 8302 J, **Aadhaar** : 2297 5335 0921 and **Mobile** : 9831192148, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 5/28, Bijoygarh, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092 and (5) **SRI SUBHRENDU GANGULY**, son of Late Samarendu Ganguly, having his **PAN** : AJUPG 8207 E, **Aadhaar** : 8014 3649 4734 and **Mobile** : 8697551377, by faith-Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 1/47, Azadgarh, P.S.-Golf Green, P.O.-Regent Park, Kolkata-700040, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and / or assigns) **admitted and executed** by self and hereinafter called as the party of the **SECOND PART**.

THAT the party of the **First Part** herein Sri Rupak Baran Singharoy is the absolute owner of all that homestead land measuring little more or less **3K.-7Ch.** with **two storied** cement finished residential house measuring totally about **2000 sq.ft.** covered area (1000 sq.ft. covered area on each floor), at which on the entire ground floor occupied/enjoying

Mainak Bose

by Tenant, at the Premises No. 41/16, Chand Md. Road, its postal address 18, Pallisre, P.S. - Netaji Nagar, P.O. Regent Estate, Kolkata-700092, KMC Ward No. 98, Assessee No. 21-098-01-0825-9, hereinafter mentioned to as 'the said land and premises' which is morefully described in the **Schedule-'A'** hereunder written.

TITLE HISTORY OF THE LAND AND PREMISES OF SCHEDULE-'A' :

WHEREAS after Partition of India, a large number of residents of former East Pakistan – now Bangladesh – crossed over and came to the India at the territory of the State of West Bengal from time to time due fourse of circumstances beyond their control. The Government of West Bengal officered all reasonable facilities to such persons for residence at West Bengal. A consideration number of such people were compelled by circumstances to use vacant lands in the urban area for homestead purpose.

AND WHEREAS the Government of West Bengal with the intent to Rehabilitate the Refugee from East Pakistan now Bangladesh acquired a large number of plots of land in the Urban Area under the Provision of L.D.P. Act and the Govt. of West Bengal decided to make gift of the said plot of land in favour of such displaced persons / refugees. **Thereafter** the Governor of the State of West Bengal for & on behalf of the Refugee Relief and Rehabilitation Department, Government of West Bengal made and registered a deed of gift on 11-01-1989, before the office of the Additional District Sub Registrar at Alipore which has been recorded in its

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Book No. I, Volume No. 4, Page from 13 to 16, being No. 229 for the year 1989, in favour of **Sri Bidyut Baran Singha Roy @ Bidyut Singharoy** who was one of the Refugee. Thus by virtue of above mentioned deed gift being No. 229 for the year 1989, the aforesaid Sri Bidyut Baran Singha Roy @ Bidyut Singharoy became the absolute owner of **all that** homestead land measuring little more or less **3K.-7Ch.** in E.P. No.9, S.P. No. 81, C.S. Plot No. 2441(P), Mouza - Arakpur, J.L. No. 39, P.S.-Jadavpur, under Kolkata Municipal Corporation Ward No. 98, District 24 Pgs (S) and thereafter time to time constructed two storied cement finished residential building measuring totally about **2000 sq.ft.** covered area (1000 sq.ft. covered area on each floor), at which on the entire ground floor occupied/enjoying by Tenant and made mutation in favour of aforesaid Sri Bidyut Baran Singha Roy @ Bidyut Singharoy and the above mentioned plot of land with two storied residential building recorded as the Premises No. 41/16, Chand Md. Road, its postal address 18, Pallisre, P.S. - Netaji Nagar, P.O. Regent Estate, Kolkata-700092, KMC Ward No. 98, Assessee No. 21-098-01-0825-9, hereinafter mentioned to as 'the **said land and premises**' which is morefully described in the **Schedule-'A'** hereunder written.

AND WHEREAS while was enjoying the aforesaid land and premises of Schedule-'A', the aforesaid owner **Sri Bidyut Baran Singha Roy @ Bidyut Singharoy** died intestate on 30-09-2019 (his wife Smt. Dipti Singha Roy died on 17-01-2021), a Hindu under Dayabhagha School of Hindu Law, leaving behind their only son **Sri Rupak Baran Singharoy** to inherit the aforesaid land and premises of Schedule-'A'.

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Thus by virtue of inheritance, said Sri Rupak Baran Singharoy become the absolute owner of **all that** homestead land measuring little more or less 3K.-7Ch. with two storied cement finished residential building measuring totally about 2000 sq.ft. covered area (1000 sq.ft. covered area on each floor), at which on the entire ground floor occupied/enjoying by Tenant in E.P. No.9, S.P. No. 81, C.S. Plot No. 2441(P), Mouza - Arakpur, J.L. No. 39, Premises No. 41/16, Chand Md. Road, its postal address 18, Pallisre, P.S. - Netaji Nagar, P.O. Regent Estate, Kolkata-700092, KMC Ward No. 98 and made mutation in favour of him and paying KMC property tax under the Assessee No. 21-098-01-0825-9, hereinafter mentioned to as 'the **said land and premises**' free from all encumbrances, charges, liens, lispendences, attachments, requisitions, acquisitions and trust of whatsoever nature which is morefully and particularly described in the **SCHEDULE-'A'** hereunder written.

AND WHEREAS thereafter the party of the First Part herein Sri Rupak Baran Singharoy and the party of the Second Part herein 'Srishti Construction' made and registered a development agreement and development power of attorney on 24-02-2023, before the registration office of ADSR, Alipore which has been recorded in its Book No. I, Volume No. 1605-2023, Page from 12506 to 12552, being No. 160500290 for the year 2023, to construct G+III storied building under terms and conditions mentioned therein. Be it mentioned here that due to technical ground, the above mentioned development agreement with development power of attorney being No. 160500290 for the year

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2023 shall be considered as cancelled document i.e. legally in-operative in all respect .

AND WHEREAS thereafter one cancellation of development agreement with power of attorney has been registered on 23/11/2023 , at the office of DSR-IV, Alipore and has been recorded in Book No. 1, Volume No. 1604-2023, being No. 160413988... for the year 2023. Thus by virtue of above mentioned cancellation deed being No. 160413988 for the year 2023, the above mentioned previous registered development agreement with development power of attorney being No. 160500290 for the year 2023, become legally in-operative in all respect regarding the said land and premises of **Schedule-'A'** hereunder written.

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AND WHEREAS after considering the cancellation of aforesaid development agreement with development power of attorney being No. 160500290 for the year 2023, ~~now~~ the party of the First Part herein Sri Rupak Baran Singharoy have decided to develop the said land and premises of Schedule-'A' by raising a G+III storied residential building as per prior approval / sanctioned building plan after demolishing the existing old and delapidated two storied residential building by a competent developer who has enough credential in the arena of development and duly offered the party of the Second Part herein to develop the said land and premises of Schedule-'A' hereunder written.

AND WHEREAS the party of the Second Part herein Developer herein 'Srishti Construction' after proper inspection of the said land and premises of Schedule-'A' and being interested to develop the said land and premises of Schedule-'A' by raising a G+III storied residential

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building as per prior approval / sanctioned building plan after demolishing the existing old and delapidated two storied residential building and duly informed their interest to the party of the First Part herein and thereafter the First Part herein considering the proposal of joint venture programme financially viable has agreed to do the same for mutual benefit of the both parties herein.

AND WHEREAS the First Part / Land Owners and the Second Part / Developer herein have agreed to materialize the said proposal for promotion and development by constructing a G+III storied residential building as per prior approval / sanctioned building plan after demolishing the existing old and delapidated two storied residential building upon the said land and premises of Schedule-'A' and discussed the matter at length and to avoid disputes and differences in future, they have finally agreed to record the terms and conditions hereinafter mentioned which was since verbally agreed between the parties herein.

TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT

AND WHEREAS to avoid disputes and differences in future between the parties herein, they have agreed to record the entire terms & conditions, which are categorically hereinafter mentioned in Different Articles.

ARTICLE - I : shall always mean and include :-

1. **Land Owner :** shall mean Sri Rupak Baran Singharoy, the First Part hereinabove who has got good and absolute marketable right, title and interest in the said premises of Schedule 'A' hereunder and declarations,

Rupak Baran

title, Indemnity, rights and obligations of the party of the First Part / Land Owner herein which is clearly mentioned in the **Article-II** hereafter.

2. **Developer** : shall mean '**Srishti Construction**', the Second Part hereinabove who have undertakes to build a new G+III storied residential building as per prior approval / sanctioned building plan after demolishing the existing old and delapidated two storied residential building on the said premises of Schedule 'A' hereunder and indemnity, declarations, rights and obligations of the party of Second Part / Developer herein which clearly mentioned in the **Article-III** hereafter.

3. **Title Deed / Document** : shall mean above referred registered deed / document viz. being No. 229 for the year 1989, in favour of aforesaid Sri Bidyut Baran Singha Roy @ Bidyut Singharoy – father of the First Part herein Sri Rupak Baran Singharoy, (ii) Mutation Certificate in favour of the First Part herein Sri Rupak Baran Singharoy and (iii) above referred two death certificates viz. Sri Bidyut Baran Singha Roy and Smt. Dipti Singha Roy and all said deeds and documents shall hand over on today in original to the Developer of Second Part herein by the First Part herein.

4. **Land and Premises** : shall mean the plot of land being at Premises No. 41/16, Chand Md. Road, its postal address 18, Pallisre, P.S. - Netaji Nagar, P.O. Regent Estate, Kolkata-700092, KMC Ward No. 98 Assessee No. 21-098-01-0825-9, which is particularly described in the Schedule 'A' hereunder written upon which the new G+III storied building to be constructed by the Developer as per sanctioned building plan.

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5. **No Embargo** : shall mean the Schedule-'A' mentioned property hereinbelow is not situated within the Notified and Cantonment area and have no embargo and/or restriction imposed by the Local Authority / Competent Authority / Govt. Authority for transferring the land / flat in-question.

6. **Sanctioned Building Permit** : shall mean the Sanctioned Building Plan to be obtained for G+III storied building from competent authority of Building Department, Kolkata Municipal Corporation, Borough-X, to construct a new G+III storied building and shall include all such modifications or alterations as may be made by the Developer of Second Part herein from time to time as and when required.

7. **The Architect** : shall mean such person/s, firm/s or L.B.S. with requisite qualification who will be appointed by the Developer for designing and commissioning the new G+III storied building to be constructed upon the said property of Schedule-'A'.

8. **Project** : shall mean the work of development which undertake by the Developer herein to complete the new G+III storied building as per above mentioned Sanctioned Building Plan of the Kolkata Municipal Corporation, Building Department of Borough-X.

9. **Land Owner's Allocation** : shall mean the allocation of the Land Owner on the new G+III storied building which is morefully described in the Schedule 'B' hereunder written.

10. **Developer's Allocation** : shall mean the remaining portion of the new G+III storied building after providing for the Land Owner's allocation

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and after providing for the common facilities and spaces required thereon. The entire allocation of the Developer is morefully described in the Schedule 'C' hereunder written.

11. **Common Facilities and Amenities** : shall mean and include corridors, stair, lift, ways, passages etc. which will be provided by the Developer in the new G+III storied building. Only the owners of all flats of the proposed new building shall have the right to enjoy the all common facilities and amenities which is morefully described in the Schedule 'D' hereunder written.

12. **Common Expenses** : shall mean and including all expenses for the common facilities and amenities of the building and/or premises to be incurred proportionately by the all flat/unit owners for the management and maintenance which is morefully described in the Schedule 'E' hereunder written. ~

13. **Common restriction** : shall mean the general restrictions for mutual advantage inherent in the ownership flat/unit scheme. The Land Owner and Developer shall adopt the same restriction to their respective areas. The covenants and restrictions morefully mentioned in the Schedule 'F' hereunder.

14. **Specification** : shall mean and include the new G+III storied building to be constructed and completed according specification of work schedule mentioned in **Schedule 'G'** hereunder written and will provided by the Developer in those flats under Land Owner's allocation.

15. **Consideration** : shall mean and include Land Owner's allocation shall be constructed as per specifications at the cost of

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Developer will be treated as consideration to be given to Land Owner against which the Land Owner shall transfer the undivided proportionate share of land in the said premises attributable to the Developer's allocation to the Developer and /or its nominee/s.

16. **Additional Consideration Amount** : shall mean and include Rs.10,00,000/- (Rupees ten lakh) only which shall make payment by the Second Part herein to the First Part herein. The additional consideration amount Rs.10,00,000/- shall not be considered as refundable and / or adjustable i.e. it is clearly forfeited amount. Be it mentioned here that if in future need to make payment to debtor / debtors of the First Part herein, the same payment shall be considered as additional consideration amount.

17. **Saleable Space** : shall mean the space in the new building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereon and after providing the Land Owner's allocation.

18. **Undivided Share** : shall mean the undivided proportionate share or interest in the land of the premises attributable to the flat / space pertaining to the Land Owner's allocation and the Developer's allocation.

19. **Transfer** : shall mean and include the transfer of proportionate undivided share / interest on the land and premises by the Land Owner of First Part herein attributable to the Developer's allocation in accordance with the Transfer of Property Act.

20. **Transferor** : shall mean and include in context of this agreement the Land Owner herein in respect of the proportionate share of land pertaining to the Developer's allocation.

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21. **Transferee** : shall mean and include the purchaser viz a person, firm, company, organization who will purchase flat / space in the new G+III storied building from the areas pertaining to Developer's allocation.

22. **Super Built-up Area / Area of flat** : shall mean the entire covered area of the flat and also proportionate share of land togetherwith 30% to be added for proportionate common areas, common spaces, stair cases, open spaces and other common enjoyments in the new building.

23. **Delivery the Possession of Land** : in the context shall mean, the Land Owner shall handover the peaceful vacant well demarcated physical possession of the said land and premises of Schedule-'A' in entirety free from all encumbrances whatsoever to the Developer on the day of registering the development agreement.

24. **Time of Completion** : the Developer shall complete the new G+III storied building according to sanctioned building plan within 24 months from the day of obtaining the sanctioned building plan from the competent authority of Building Department, KMC, Borough-X. However in the event of natural calamities i.e. force majeure / unavoidable circumstances, the Developer shall enjoy an extended 6 (six) months to complete the entire project in habitable condition.

25. **Handover of Land Owner's allocation** : shall mean and include, the Developer is committed to handover the Land Owner's allocation of Schedule-'B' within three days after completion of entire building as mentioned hereinabove which is clearly mentioned in the Article - III hereunder written.

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26. **Compensation to Land Owner** : shall mean if the Developer deliberately fails to handover the Land Owner's allocation within the stipulated maximum extended time, at that event the Developer is liable to pay compensation to the Land Owner till handover the possession which is clearly mentioned in the Article - III hereunder written.

27. **Force majeure/unavoidable circumstances** : shall mean floods, earthquake, riot, war, storm, tempest, civil commotion, strikes, lock-out and/or any other fact or commission beyond the control of the parties hereto by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time. The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation was prevented by any force majeure.

28. **Development Power of Attorney** : shall mean after registering this development agreement, the Land Owner herein shall registered General Power of Attorney in favour of developer of Second Part herein as per guide line which is clearly mentioned in the **Article - V** hereunder.

29. **Advocate for Developer's Allocation** : shall mean the Advocate appointed by the Developer who will prepare all legal work and documentation for the Developer's allocated area. The deed of conveyance shall prepare and to be registered only by the appointed advocate of the Developer because the entire building is under the Apartment Ownership Act i.e. drafting of the all units of the building shall be same and identical.

Maimak Bose

30. **Advocate for Land Owner's Allocation** : shall mean the Advocate appointed by the Land Owner who will observe / prepare all legal work and documentation for the Land Owner's allocated area **subject to considering** that all said documents shall adopt the same covenant of restrictions, common portions and common expenses which are clearly mentioned in Schedule-'D' , Schedule-'E' and Schedule - 'F' hereunder for common interest of all flat owners whether Land Owner's and Developer's allocation in accordance with the practices prevailing in respect of ownership flat/unit building.

31. **Development Agreement** : shall mean the instant agreement made between the Land Owner and Developer.

32. **Commencement** : this agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

ARTICLE - II

Declarations, Title, Indemnity, Rights and Obligations of the party of the First Part / Land Owner is as under :-

1. That the Land Owner herein declare that he has full right of ownership and are in the possession & enjoyment of the right, title and interest AND they have got good and absolute marketable title, right and interest in said Premises No. No. 41/16, Chand Md. Road, its postal address 18, Pallisre, P.S. - Netaji Nagar, P.O. Regent Estate, Kolkata-700092, Assessee No. 21-098-01-0825-9, KMC Ward No. 98, which is morefully described in the Schedule 'A' hereunder written without any

Maimak Bose

interference, disturbance and obstruction whatever from any person whomsoever. The Land Owner is legally entitled to enter into this development agreement with development power of attorney with the Developer herein and the Land Owner hereby undertake to indemnify and keep the Developer indemnify against any loss, damage, claim, action demand and risk whatsoever that may arise in respect of the title of the Land Owner relating to the said property or premises of Schedule 'A' hereunder.

2. That the right, title and interest of the Land Owner in the premises of Schedule 'A' is free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever or howsoever and the Land Owner has not received any notice/s to the effect that the said land and premises of Schedule - 'A' is affected by any scheme of the Govt. of West Bengal or of the C.I.T. or of K.M.D.A. or of K.M.C. and/or any other statutory body at the time of signing of this agreement. The entirety of the premises is in khas and under possession of the Land Owner and the Land Owner has not created any lien, gift or trust and not entered into any agreement for sale, transfer, lease, development agreement or otherwise for any purpose regarding the said land and premises of Schedule 'A' or any part thereof. The Land Owner also assures and declare that there is no excess vacant land within the meaning of Urban Law (Ceiling and Regulation) Act 1976 in the Urban Agglomeration Area.

3. That the Land Owner hereby declare that there is no proceeding under the Public Demand Recovery Act and there is no suit against the property of Schedule - 'A'.

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4. **That** the schedule mentioned property of land and premises hereinbelow is **not situated** within the Notified and Cantonment area. The schedule mentioned property have **no embargo** and/or restriction imposed by the Local Authority/Competent Authority / Govt. Authority for transferring the land/flat in-question and if restriction previls, in that event Land Owner of First Part shall be held responsible for correction of that.

5. **That** the Land Owner hereby grant exclusive right to the Developer herein to construct a new G+III storied building at the said land and premises of Schedule-'A' as per Sanctioned Building Plan which to be obtained from competent authority of Building Department, Kolkata Municipal Corporation, Borough-X, at the cost of the Developer and on the other hand, the Land Owner shall not bear any such cost whatsoever in respect of the completion of the entire G+III storied building.

6. **That** the Land Owner hereby agreed and declare that the Developer herein shall use the existing water connection line for the project purpose to complete the construction work smoothly and shall make payment the water tax if any arises.

7. **That** the Land Owner hereby agreed and declare that the Developer herein shall use the existing electric meter for the project purpose to complete the construction work smoothly and shall make payment the bill amount of CESC Ltd.

8. **That** the Land Onwer of First Part herein shall handover the peaceful vacant and well demarcated physical possession of the said land and premises of Schedule-'A' in entirety free from all encumbrances

Moumita Bose

whatsoever to the Developer of Second Part herein on the day of registering the development agreement.

9. That at the time of execution of this agreement, the Land Owner hereby agreed to handover the original title deed and documents in connection with the title of said land and premises of Schedule 'A' mentioned hereinabove to the Developer against proper receipt from the Developer. After completion of the entire G+III storied building, the possession of the Land Owner's allocation of Schedule-'B' to be handedover in favour of the Land Owner of First Part herein and possession and registration the Developer's allocation in favour of intending flat buyers — all said documents shall return back to the Flat Owners Association because the all said documents are the mother documents of the entire project i.e. the mother documents of all unit occupiers whether Land Owner's allocated area and Developer's allocated area. Further be it mentioned here that in no circumstances, the Developer is not empowered to mortgage the above mentioned original title deed to any financial authority for sanction of the individual loan and / or mortgage for individual flat of the intending flat buyer of the Developer's allocation of Schedule-'C' hereunder and thereafter in no circumstances, none unit occupiers / owners of the entire building shall have right to mortgage the above mentioned original title deed to any financial authority for sanction of the individual loan and / or mortgage for individual flat because the above mentioned original title deed is the joint property of the all unit occupiers / owners of the entire building.

Mainak Bora

10. That after handover of vacant possession of land and premises of Schedule-'A' to the Developer of Second Part herein, the Developer herein shall have right to demolish the present existing two storied building standing upon the said premises of Schedule-'A' at their own cost and shall enjoy the debris out of its own accord.

11. That the Land Owner hereby surrender that he is not able to pay and bear all property taxes and other dues and outgoings in respect of the said land and premises of Schedule-'A' accruing due before date of handing over the same to the Developer and the aforesaid dues of KMC propert tax shall also be considered as additional consideration amount paid by the Developer to the Land Owner herein.

12. That the Land Owner hereby declare that after completion of the new G+III storied building and after receiving the possession of Land Owner's allocated area of Schedule-'B' hereunder, the Land Owner is duty bound to pay municipal taxes in respect the property of Land Owner's allocation.

13. That the Land Owner hereby declare that after receiving the possession of Land Owner's allocated area of Schedule-'B' hereunder, the Land Owner and / or his nominee is duty bound to pay the proportionate maintainace cost of the common properties of the premises / building which is clearly mentioned in the Schedule-'E' hereunder written.

14. That the Land Owner hereby declare that after receiving the possession of Land Owner's allocated area of Schedule-'B' hereunder,

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the Land Owner and / or his nominee is duty bound to observe the covenants, terms, conditions and obligations which is morefully and particularly mentioned in the Schedule-'F' hereunder written because the all unit holders of the building are obligated to observed the aforesaid Schedule -'F'.

15. That the Land Owner hereby agrees and covenant with the Developer not to cause any interference or hindrance in the construction of the new building whereby the Developer herein may face various problems to complete the new G+III storied building as per sanctioned building plan. The Land Owner is duty bound to the Developer herein that he will not do any act or deed or thing hereby the Developer may prevent from selling, assigning and/or disposing of any portion of the Developer's allocation in the new building in favour of the intending flat buyer/s. **Be it mentioned here** that the Land Owner shall have right to visit the construction work of the building **whether** the Developer is construting the building as per sanctioned building plan and as per specification of work schedule mentioned hereunder or not.

16. That the Land Owner is entitled absolutely to those areas which is clearly mentioned in the Land Owner's allocation of Schedule-'B' hereunder i.e. save and except the Developer's allocation mentioned in Schedule-'C' hereunder, after receiving the possession of the property of Schedule-'B' hereunder written, the Land Owner shall have all right to let out, sale, lease, mortgage and/or charges his allocated portion to any person/s, company/ies, firm/s in any manner whatsoever deem fit

Mehinax Bora

and proper to any intending buyers in such a price and in such terms & conditions whatsoever deem fit and proper SAVE THAT the Land Owner shall adopt the same covenant of restrictions, common portions and common expenses which are clearly mentioned in Schedule-'D', Schedule-'E' and Schedule - 'F' hereunder for common interest of all flat owners whether Land Owner's and Developer's allocation.

17. That the Advocate shall be appointed by the Land Owner to prepare all legal deeds and documents for the Land Owner's allocated area **subject to considering** that all said deeds and documents shall adopt the same covenant of restrictions, common portions and common expenses which are clearly mentioned in Schedule-'D' , Schedule-'E' and Schedule - 'F' hereunder for common interest of all flat owners whether Land Owner's and Developer's allocation in accordance with the practices prevailing in respect of ownership flat/unit building.

18. That the Land Owner shall become the members of the Flat Owners Association of the building and is duty bound to observe the all rules, regulations, terms and conditions of the aforesaid association which will be settled among the unit holders of the building.

19. That the Land Owner hereby committed that he will help the Developer of Second Part herein to construct the boundary wall for demarcation of the land which is clearly mentioned as butted and bounded in the Schedule-'A' hereunder — at the cost and expenses of Developer of Second Part herein.

Maimak Bose

20. That for smooth functioning of the development work and for the purpose of construction of the proposed new building, the Land Owner is duty bound to make registration separately the **Development Power of Attorney** in favour of the Developer herein empowering its administrator-in-office to do all acts and deeds required for the construction of the proposed new building and to sale, transfer any flats & car parking spaces of the building to any intending buyers only relating to Developer's allocation and further to execute and register the deed of conveyances in favour of intending buyers which are relating to Developer's allocation. The guide line of the separate Development Power of Attorney is clearly mentioned in the **Article-V** hereunder.

21. That the Land Owner hereby agrees and covenants with the Developer, the Land Owner shall have no right and/or liberty to interfere in those transactions made between the Developer and intending buyers for Developer's allocation in manner whatsoever and further the Land Owner shall not be entitled to claim the profit and / or any liabilities of the said venture on Developer's allocation of Schedule-'C' hereunder.

22. That the Land Owner shall lend his name and signature in all papers, plans, documents and deeds those may come on the way of the development for successful implementation of the project since the project will be developed in the name of Land Owner.

23. That the Land Owner is entitled to take **additional consideration amount Rs.10,00,000/-** from the Developer on the day of handover the entire land and premises of Schedule-'A' in favour of the Developer. The additional consideration amount Rs.10,00,000/- shall not be considered as

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refundable and / or adjustable i.e. it is clearly forfeited amount. Be it mentioned here that entire dues property tax which shall make payment by the Developer of Second Part herein shall be considered as extra additional consideration and if in future need to make any payment to debtor / debtors of the First Part herein, the said payment shall also be considered as extra additional consideration amount.

24. That the Land Owner herein declare and assures that in the demise of the Land Owner during the subsistence of this, his Class-II legal heirs shall sign and execute all papers and/or documents AND shall register a new development agreement and development power of attorney in favour of the Developer of Second Part herein under same terms and conditions of this development agreement and development power of attorney to overcome the legal problems about title of the entire property of Schedule-'A' including the property of Schedule-'B' and Schedule-'C' and to continue the rest work of the G+III storied building for completion the new building in habitable condition, otherwise the Developer herein shall have right to take legal action with all costs against the Class-II legal heir/s of deceased Land Owner of First Part herein.

ARTICLE - III

Indemnity, declarations, rights and obligations of the party of Second Part Developer herein mentioned hereunder :-

1. That the Developer of Second Part herein undertakes to build a new G+III storied building over the said land and premises of

Muhammad Faruk

Schedule 'A' in accordance with the sanctioned building plan which to be obtained from competent authority of Building Department, Kolkata Municipal Corporation, Borough-X, in conformity with the specification of work schedule mentioned in the Schedule-'G' hereunder written at their own costs and expenses without claiming any part of investment from the Land Owner of First Part herein. Be it mentioned here that the Developer shall have to appoint a professional Civil Engineer or L.B.S. or Firm to supervise the construction work of the new G+III storied building as per sanctioned building plan.

2. That from the day of handover the land and premises of Schedule-'A' by the Land Owner, the Developer shall be entitled to hold and remain in possession of the premises of Schedule-'A' and it shall always be deemed that the Developer is in possession of the entirety of premises in part of performance of this agreement during the subsistence hereof without any disturbance and / or hindrance in any manner whatsoever nature from the Land Owner of First Part herein.

3. That after taking possession of the entire land and premises of Schedule-'A' as mentioned hereinabove, the Developer shall be entitled to use the premises for setting up a temporary site office and / or quarters for its watch ward and other staff. The Developer shall demolish the present existing two storied building standing upon the said premises of Schedule-'A' at its own cost & expenses and shall enjoy the debris and salvages out of its own accord.

4. That the Developer is agreed to pay all property taxes and outgoing accruing due from very beginning to take the possession of the

Moumita Bose

said land and premises of Schedule-'A' and the Developer is liable to pay property tax for the entire land and premises of Schedule-'A' from the day of taking possession the said upto completion and handover the Land Owner's allocation of Schedule-'B' hereunder written and after that the Developer is liable to pay the property taxes in respect of Developer's allocation of Schedule-'C' hereunder either by themselves or by the flat buyers of the Developer's allocated area.

5. That in connection with the alternative accommodations, it is agreed that one alternative accommodation to be provided by the Developer to the Land Owner during the period of construction of the new G+III storied building with the delivery of the possession of the property of Schedule-'A' by the Land Owner in favour of the Developer for his residential purposes till the Developer offers possession of the Land Owner's allocation of Schedule-'B'. The security deposit and actual monthly rent payable to the landlord of the alternative accommodation shall pay by the Developer but all other outgoings, viz, maintenance etc. inconnection therewith shall bear and pay by the aforesaid Land Owner separately during the period of his occupation thereof and within 30 (thirty) days of notice from the Developer in respect of completion of entire building in habitable condition, the aforesaid two Land Owner shall vacate the alternative accommodation and shall shift to the respective flats of Land Owner's allocation. Failing which, after the expiry of the said 30th day of the notice, the Developer shall cease to be responsible for payment of the actual rent for the alternative accommodation and the said Land Owner is liable for all costs and consequences arising therefrom.

Muhammad Bera

6. That the Developer shall complete the construction of the new G+III storied building as per sanctioned building plan in habitable condition within **24 months** from the day of obtaining the sanctioned building plan from the competent authority of Building Department, KMC, Borough-X. However in the event of natural calamities i.e. force majeure / unavoidable circumstances, the Developer shall enjoy an extended **6 (six) months** to complete the entire project in habitable condition and the Developer shall have to complete the project. **Be it mentioned here** that the entire building whether the Land Owner's allocation and / or the Developer's allocation shall be completed at the same time for habitable condition at a time. **If the Developer deleverately fails** to complete within aforesaid maximum extended period of time for 30 months as well as to handover the possession of Land Owner's allocation within above mentioned maximum extended time, at that event the Developer shall pay Rs.2,000/- p.m. to the Land Owner herein as compensation from the 31st month i.e. from next month of aforesaid extended period of 30 months till handover the Land Owner's allocation of Schedule-'B' hereunder.

7. That the Developer shall on completion of the new G+III storied building put the Land Owner in undisputed possession of the Land Owner's allocation. As soon as the new building is completed, the Land Owner shall inspect the Land Owner's allocation of Schedule-'B' hereunder and shall take possession. After taking possession of entirety Land Owner's allocation of Schedule-'B', the Land Owner and/or his nominee/s shall exclusively responsible to make payment the all

Mainak Bose

municipal property taxes, rates, duties and other outgoing and imposition whatsoever payable in respect of the Land Owner's allocation togetherwith liability to pay common expenses for the common areas & utilities. At the time of offering the possession in favour of Land Owner, the Developer shall issue and give a 'Letter of Possession' to the Land Owner. The Developer shall be the confirming party in sale deed and sale agreement in respect of the Land Owner's allocation if the same becomes necessary.

8. That the Developer shall install main electric service metre for the new building at their own cost. Unit meter for the flats of Land Owner allocated area of Schedule-'B' hereunder shall install at the cost of Land Owner but under the supervision of the Developer herein. Unit meter for the flats of Developer allocated area of Schedule-'C' hereunder shall install at the cost of intending flat buyer/s under the supervision of the Developer herein.

9. That after completion of the new building but before handover the possession of the Land Owner's allocation of Schedule-'B' hereunder and also before handover the possession of intending flat buyer/s of Developer's allocated area of Schedule-'C' hereunder, the Developer shall arrange the water connection for the new G+III storied residential building from the competent authority of KMC water department at the cost of Developer for sufficient water supply to the underground water reservoir.

10. That the Developer shall entitle absolutely to those areas which is clearly mentioned in the Developer's allocation of Schedule-'C'

Moumita Bose

hereunder and shall have liberty to deal therewith in any manner whatsoever deem fit and proper. The Developer shall have the right and liberty to sell and transfer the respective areas of Schedule-'C' hereunder to any intending buyers in such a price and in such terms & conditions as determined by the Developer **SAVE THAT** the Developer shall adopt the same covenant of restrictions, common portions and common expenses which are clearly mentioned in Schedule-'D', Schedule-'E' and Schedule - 'F' hereinbelow for common interest of all flat owners whether Land Owner's and Developer's allocation in accordance with the practices prevailing in respect of ownership flat/unit building.

11. **That** the Developer is entitle to receive the entire consideration amount from the intending buyers against issuing proper receipt thereof in respect of the Developer's allocation of Schedule-'C' hereunder without affecting the Land Owner's allocation of Schedule-'B' hereunder or Land Owner's interest. **Be it mentioned here** that if in future any problem arises between the Developer herein with the intending buyer/s of the Developer's allocated area, the Land Owner herein is not liable and / or is not obligated to the aforesaid all intending buyers of the Developer's allocation of Schedule-'C' hereunder.

12. **That** the Developer herein is obligated to pay **additional consideration amount Rs.10,00,000/-** to the Land Owner as per their amicable understanding, **but** previous payment which was received by the Land Owner of First Part herein at the time of registering the aforesaid development agreement with power of attorney being No. 160500290 for

Mehinak Bora

the year 2023 of ADSR, Alipore, shall be adjusted with the aforesaid total consideration amount Rs. 10,00,000/-. The additional consideration amount Rs.10,00,000/- shall not be considered as refundable and / or adjustable i.e. it is clearly forfeited amount. Be it mentioned here that entire dues property tax which shall make payment by the Developer of Second Part herein shall be considered as extra additional consideration and if in future need to make any payment to debtor / debtors of the First Part herein, the said payment shall also be considered as extra additional consideration amount.

13. That the Developer shall have every right to disclaim and/or relinquish any claim from the intending buyer/s and/or shall be entitled to settle any matter with any intending buyer in respect of payment of consideration amount or in any issue in any term as the Developer may thing fit and proper.

14. That the Developer shall entitle to deliver the peaceful vacant physical possession of the flats and all other properties to the intending buyers pertaining to the Developer's allocation free from all encumbrances whatsoever from the Land Owner herein without any obstruction from any quarter. **Be it mentioned here** that the handover of the Developer's allocation in favour of the intending buyers **either** with the same time of handover the Land Owner's allocation in favour of the Land Owner **or** after the handover the Land Owner's allocation in favour of the Land Owner.

15. That for smooth functioning the development work and for the purpose of construction of the proposed new building, the Developer

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herein have right to take separately the registered **Development Power of Attorney** from the Land Owner in favour of the Developer empowering its administrator-in-office to do all acts and deeds required for the construction of the proposed new building and to sale, transfer any flats & car parking spaces of the building to any intending buyers only relating to Developer's allocation and further to execute and register the deed of conveyances in favour of intending buyers which are relating to Developer's allocation. The Development Power of Attorney separately shall be registered under the guide line which is clearly mentioned in the **Article-V** hereunder.

16. That the Developer shall be entitled to take financial assistance at its own risk and responsibility from any private bank, nationalised bank and/or financial institution for the purpose of the completion of the construction of new building by virtue of the **Developer's allocation** as envisaged in this agreement in Schedule-'C' hereinbelow without infringing the Land Owner's right and interest of the Land Owner's allocation of Schedule-'B' hereunder in any manner whatsoever i.e. only the Developer's allocation shall be mortgaged and never the Land Owner's allocation shall be mortgaged and charged. The Land Owner shall not raise any objection in this respect because Land Owner's allocation is free from all encumbrances whatsoever nature. It is however clarified that in this respect the Land Owner's allocation of Schedule-'B' hereunder as envisaged in this agreement shall not be utilised or be hold liable for such loan amount and the liabilities in regard to the said loan in no way creating responsibilities upon the Land Owner

Mainak Bera

and their family members i.e. the liabilities in regard to the said loan shall create responsibilities only upon the Developer's allocation. Be it mentioned here that the above subject matter whether maintaining or not, the Land Owner have right to see the all original title documents time to time at the office of the Developer.

17. That the Developer herein is absolute obligated to the present Tenant in respect of handover the entire back side flat on the ground floor for which on today one sale agreement to be signed between the Developer of Second Part herein with the Tenant and after obtaining the sanctioned building plan, the aforesaid sale agreement to be registered at the cost of the Tenant and the Developer undertakes to keep the Land Owner indemnified against any action arises from the aforesaid Tenant.

18. That the Developer shall act as an independant contractor in constructing the building and hereby undertakes to keep the Land Owner indemnified against all third party claims including any govt., quasi govt., local authorities, electric supply, telephone etc and actions arising out of any sort of act of commission of the Developer or in relation to the construction of the said new building.

19. That the Developer hereby undertakes to keep the Land Owner indemnified against all action, suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises of Schedule 'A' and/or in the matter of construction of the building and/or any defect therein.

Maimak Bork

20. That the Developer shall be liable for any income tax, capital gain tax, wealth tax, goods & GST or any other taxes for transferring the Developer's allocation and the Developer shall have to keep the Land Owner indemnified and re-imbursed against all actions, suits, proceedings and expenses in respect thereof.

21. That the Developer shall abide by all the safety norms during construction of the new building and follow all statutory and legal norms and keep the Land Owner indemnified until handing over the Developer's allocation to the intending flat buyers.

22. That the Developer shall indemnify and keep the Land Owner indemnified in respect of all costs, expenses, liabilities, claims and / or proceedings arising out of any acts done in pursuance of the registered power of attorney as aforesaid.

23. That the Developer shall indemnify the Land Owner against all claims and demands of the suppliers, contractors, workmen and agents of the Developer on the account whatsoever include any accident or other loss. The Developer shall indemnify the Land Owner from any local problems at the time of construction of the building.

24. That the Developer shall indemnify the Land Owner against any demand and/or claim made by any unit holder in respect of the Developer's allocation.

Maimak Bora

ARTICLE - IV

Power of Attorney by the Land Owner in favour of Developer i.e. the guide line of the registered Development Power of Attorney which to be registered later on :-

That 'Srishti Construction', hereinafter referred to as the lawful attorney, to do the following acts, deeds and things on and from the day of commencement of the development agreement till the completion of the venture and shall remain in force till the completion of the venture, that is to say :-

(a) that to raise, erect, built the new G+III storied building on the said land and premises of Schedule-'A' as per building plan and as per terms & conditions of the development agreement.

(b) that to obtain clearances from government departments and authorities including Fire Brigade, the Kolkata Municipal Corporation, Police and/or any other competent authorities as may be necessary.

(c) that to appoint engineers, surveyors, architects and other experts for smooth construction of the new G+III storied building.

(d) that to appoint and engage or suspend any worker for the construction work as per development agreement.

(e) that to settle any dispute arising in respect of the said premises.

(f) that to represent before any court of law whether civil, criminal, taxation and/or tribunal whenever required. To sign and verify plaints and written statements, petitions, objections, memo of appeals, affidavits and

Meimak Bose

applications of all kind and file those in any court of law. To engage and appoint any advocate or counsel wherever required.

(g) that to settle, compromise of suits of disputes arising out of and /or in connection with aforesaid land & premises on such terms and conditions as the constituted attorney which think fit and proper and to execute such compromise petition for and on my behalf.

(h) that to appear and represent before the competent authority of Kolkata Municipal Corporation or any other authority concerned on my behalf as and when my said attorney shall deem fit & proper and also to apply for & to effect mutation of the said land & premises in the record of the Kolkata Municipal Corporation and/or Land Revenue department in favour of my name and to sign all application thereof.

(i) that to take all necessary steps for preparing plan/s and sign all the said plan/s including revised plan, modified plan and if necessity arises to get the same sanctioned from competent authority of KMC and to complete all relating works according to said plan and sign any type of declaration and / or affidavit on my behalf in connection with the same and registered any kinds of declaration thereto i.e. attorney has empower to sign & register the boundary declaration and all other declarations for sanction of building plan and the attorney has also empower to sign on the proposed building plan on behalf of me which to be sanctioned, if necessity by the competent authority of building department of KMC.

(j) that to sign and apply for sanction of drainage/sewerage connection, to obtain electricity, gas, water, telephone or any other

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nature in the said land and premises of schedule and/or to make alteration therein and to choose down and/or have disconnected the same and for that to sign, execute and submit all papers, applications, documents and plans and to do all other act, deeds, and things as may be deem fit proper.

(k) that to negotiate on terms for and to agree to and enter into and conclude any agreement for sale for the **Developer's allocation** and sell the same alongwith undivided proportionate share of land attributable thereto in the said premises and/or part thereof to any purchaser or purchasers at such price under absolute discretion of said attorney which the attorney think proper and/or to cancel and/or repudiate the same.

(l) that to receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money against the said sell of **Developer's allocation** alongwith undivided proportionate share of land attributable thereto in the said premises and/or part thereof and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers. Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances of the said property and/or part thereof in favour of the said purchaser or nominee or assignee.

(m) that to sign and execute all other deeds, instruments and assurances which my attorney shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said allocation of Developer

Mehmet Barz

alongwith undivided proportionate share of land attributable thereto in the said premises and/or part thereof. To present any such conveyance or conveyances in respect of said allocation of Developer alongwith undivided proportionate share of land attributable thereto in the said premises and/or part thereof for registration and to admit execution before the competent registration authority for and to have the said conveyance registered and to all acts, deeds and things which said attorney shall consider necessary for sale of the said property and/or part thereof to the purchasers as fully and effectually in all respects.

(n) that the Developer herein is hereby empowered to obtain financial assistance at its own risk and responsibility from any private bank, nationalised bank and/or financial institution for the purpose of the completion of the said construction of the new building by virtue of strength of the **Developer's allocation** as envisaged in the registered development agreement and the Land Owner shall not raise any objection in this respect. It is however clarified that in this respect the Land Owner's allocation as envisaged above shall not be utilised or be hold liable for such loan amount and the liabilities in regard to the said loan in no way shall create any liability or responsibility upon the Land Owner and his family members in any manner whatsoever. It is also assured by the Developer that the original title deed and other original documents in respect of the property of schedule hereunder written shall not be handed over to anybody or any bank or any financial institution but if necessity arises, the Developer shall take prior permission from the

Mainak Bora

Land Owner on written assurance that the Land Owner's allocation shall not be utilised for such hypothecation at the financial institution.

AND I the Land Owner hereby agreed that all acts, deeds and things lawfully done by said attorney by virtue of registered general power of attorney shall be deemed as acts, deeds and things done by Land Owner personally and the Land Owner undertake to ratify and confirm all those acts, deeds and things.

AND I the Land Owner hereby confirm that this power is irrevocable and shall remain in force till the completion of the venture mentioned without violation of the terms of the said development agreement. **Be it mentioned here that this power does not create, constitute or assume any right & interest on Ownership to the Developer on the schedule of land and premises morefully describe hereinbelow.**

AND specifically stated that the schedule mentioned property of land and premises hereinbelow **is not situated** within the Notified and Cantonment area. The schedule mentioned property have **no embargo** and/or restriction imposed by the Local Authority/Competent Authority / Govt. Authority for transferring the land/flat in-question and if restriction previls, in that event Land Owner will be held responsible for that but the aforesaid problem shall be solved by the decision of the both parties.

AND after completion of the venture mentioned in the said registered development agreement i.e. after registering and handover of Developer's allocation in favour of intending buyers, these power of attorney **shall be considered as revoked.**

Mehmet Rose

AND I the Land Owner hereby ratify and confirm all and whatsoever other act or acts my said attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the transfer of **Developer's allocated area** under and by virtue of this power of attorney.

ARTICLE - V

Miscellaneous :-

1. That one development agreement with development power of attorney was made between the parties herein and duly registered on 24-02-2023 before the registration office of ADSR, Alipore which has been recorded in its Book No. I, Volume No. 1605-2023, Page from 12506 to 12552, being No. 160500290 for the year 2023. **Be it mentioned here** that due to technical ground, the above mentioned development agreement with development power of attorney being No. 160500290 for the year 2023 shall be considered as cancelled document i.e. legally in-operative in all respect for which this development agreement and thereafter development power of attorney is registering mostly under same terms and conditions.

2. That these development agreement to be registered on today for which both the parties herein shall remain present at the appropriate registration office to admit & execution of these development agreement and the Developer of Second Part herein shall provide appropriate stamp duty, registration fees with all other incidental expenses and in no event

Maimak Bose

the Land Owner of First Part herein shall be liable and / or responsible for the same.

3. **That** the Land Owner of First Part, the Developer of Second Part herein have entered into the agreement purely as a contract and nothing contained herein shall be deemed to construct as partnership between the parties herein. The parties herein can proceed with this development agreement to complete the entire project successfully.

4. **That** the parties herein do hereby undertake to co-operate with each other in all respect to materialize the development project within the stipulated time as per terms and conditions mentioned hereinabove.

5. **That** all disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability, at first **either** shall be discussed between the parties herein **or** shall be referred to such person or persons as mutually be accepted, failing which shall be referred to the **Arbitrator** or **Arbitrators** for arbitration jointly nominated by the parties herein. The Arbitrator/s shall entitle to appoint an umpire. The parties hereto agreed and convent with each other that they have full trust and faith in the said Arbitrator/s for arbitration and such arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act 1996.

6. **That** in spite of above, in case any of the party hereto commit any default in fulfilment of their obligations contained herein, then and in such event either party shall be entitled to specific performance and/ or damages before the competent authority of local jurisdiction of

Maimak Park

court. The court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this agreement.

7. That this agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this agreement be terminated or waived except by written consent of the parties herein. The parties hereby acknowledge upon signing this agreement, that there is no other condition, stipulations, representation, guarantee or warrantie that have been made by the parties.

SCHEDULE 'A' ABOVE REFERRED TO

(said land and premises on which G+III storied building to be completed by the Developer of Second Part herein as per sanctioned building plan)

ALL THAT homestead land measuring little more or less 3K.-7Ch. with **two storied** cemented residential building measuring totally about 2000 sq.ft. covered area (1000 sq.ft. covered area on each floor), at which on the entire ground floor occupied/enjoying by Tenant in E.P. No.9, S.P. No. 81, C.S. Plot No. 2441(P), Mouza - Arakpur, J.L. No. 39, **Premises No. 41/16, Chand Md. Road**, its postal address **18, Pallisre Colony, Kolkata-700092**, P.S. - Netaji Nagar, P.O. Regent Estate, Assessee No. 21-098-01-0825-9, KMC Ward No. 98, District South 24 Pgs. and butted & bounded in the following manner :-

On the North - E.P. No. 8

On the South - E.P. No. 10

On the East - 17' wide road

On the West - Colony Boundary / Drain

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SCHEDULE 'B' ABOVE REFERRED TO

(Land Owner's allocated property)

Save and except the Developer's allocation as described in the Schedule - 'C' hereunder, the Land Owner absolutely is entitle to hold and enjoy entire 3rd floor of the G+III storied building – consisting of two residential flats **with** one covered garage being No. '1' on the ground floor east road facing from south-east corner **togetherwith** easement and quasi-easement or other stipulations or provisions for the beneficial use and enjoyment of the said flat and covered garage **togetherwith** the undivided proportionate impartible share in the land of Schedule - 'A' hereinabove **togetherwith** the undivided share in the common parts, proportionate, areas, facilities and amenities which is morefully described in the Schedule - 'D' hereunder written **togetherwith** liabilities to pay common expenses proportionately which is morefully described in the Schedule - 'E' hereunder written **togetherwith** covenants, terms, conditions and obligations to be observed and performed by the all occupiers of the building which is morefully described in the Schedule - 'F' hereunder written.

SCHEDULE 'C' ABOVE REFERRED TO

(description of the Developer's allocation properly)

Save and except the Land Owner's allocation as described in the Schedule - 'B' hereinabove, the Developer is entitle to hold and enjoy all

Maimak Box

other constructed area as per sanctioned building plan from ground floor to ultimate floor **togetherwith** obligation to handover the ground floor flat in favour of present tenant which to be completed on the back side as per sanctioned building plan **togetherwith** easement and quasi-easement or other stipulations or provisions for the beneficial use and enjoyment of the said flat and covered garage **togetherwith** the undivided proportionate impartible share in the land of Schedule - 'A' hereinabove **togetherwith** the undivided share in the common parts, proportionate, areas, facilities and amenities which is morefully described in the Schedule - 'D' hereunder written **togetherwith** liabilities to pay common expenses proportionately which is morefully described in the Schedule - 'E' hereunder written **togetherwith** covenants, terms, conditions and obligations to be observed and performed by the all occupiers of the building which is morefully described in the Schedule - 'F' hereunder written.

SCHEDULE 'D' ABOVE REFERRED TO

(common rights on the common portion for all unit owners)

- (i) ultimate roof, staircases, lift and lift well.
- (ii) staircase landings on all floors from the ground to the ultimate roof.,
- (iii) common passage,
- (iv) water pump, water tank, reservoir, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.

Meinak Bork

(v) common electrical wiring, fittings and fixtures.

(vi) drainage and sewers.

(vii) boundary walls and main gates.

(viii) such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and areas including side spaces and back spaces to be left open according to building plan.

SCHEDULE 'E' ABOVE REFERRED TO

The expenses proportionately shall inter-alia include all expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing, insurance, litigation, rates & taxes and outgoings and staff expenses for the said building. Any other expenses that may be incurred for rendering maintenance and operation of all the common parts, utilities, facilities, amenities and any other amenities not specifically mentioned.

SCHEDULE- "F" ABOVE REFERRED TO

(Covenants, terms, conditions and obligations to be observed and performed by the all occupiers of the building)

1. That the common areas and facilities shall remain undivided and no owner of any flat or portion of the said building shall entitled to make partition

Maimak Bork

or division and/or cause to obstruct and do any act or things whereby the use and enjoyment of the common parts of the said building and/ or said premises be in any way prejudicially effected or vitiated thereof.

2. That the all flat owners will enjoy the ultimate roof for their day to day purposes and the said roof will be maintained by all the flat owners of the said building. Without permission of the flat owners association, all other purpose on the ultimate roof shall be restricted.

3. That none owners or occupiers of the flat in the said building shall at any time demolish or remove or damage or cause to be damaged the flats and/ or any parts thereof for any addition & alteration except for repair and/or replace any fixture and fittings and/or reconstruction in case its becoming heavily damaged in the elevation or outside colour scheme of the flat.

4. That none flat owners/occupiers shall throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuses within the compound of the premises or any portion of the said building.

5. That none flat owners shall keep and store in their flat any goods or hazardous or inflammable or combustible nature for which are so heavy as to adversely affect the construction of the structure of the said building excepting the cooking gas or kerosene for cooking purpose.

6. That not to use the flat or any part thereof for any purpose as to cause nuisance, annoyance to the owners and occupiers of the other flats nor shall use or allow the flat to be used for any illegal or immoral purpose.

7. That not to make any noise by use or play on any musical instrument, radio, television or amplifiers beyond permissible limits as per

Mainak Bose

law or do any work to act conduct himself/herself/themselves in such a way that may reasonably cause irritation, annoyance or disturbances to any other resident or neighbour.

8. That none flat owner/s shall have no right to park any two wheeler at the entrance gate of the building and also shall not use the said space to keep his/their cycle.

SCHEDULE – 'G' ABOVE REFERRED TO

(Specification of Work Schedule)

Structure will be of R.C.C. frame with standard materials as per plan prepared by the Architect of the Developer.

- 1) The outside wall of the building will be 125 mm thick and inside wall will be of 75 mm. The thickness of the common wall between two flats will be 5"(inches).
- 2) The lintel and sunshade will be done as needed.
- 3) After the plaster work finished outside, the outside wall will be colored by Weather Coat colour according to the choice of the developer.
- 4) Inside wall will be coated with paris after getting plastered.
- 5) All the floors of living room, drawing room-cum-dining room, kitchen will be vitrified tiles 2'x2' and scarting will be 4" height. Toilet will be of marble flooring.
- 6) The main door will be 3'-3"x6'-0" and the doors of the rest of the rooms will be of 3'-0"x7'-0". The main door and all internal doors are flush door with standared materials.The wooden frames of the doors will be given.

Meimak Bax

- 7) The main door and other doors will be flush door. Toilets will have PVC doors, no door will be provided in the kitchen.
- 8) All windows will be aluminum sliding window and covered with 1/2" square bar grill with enamel paint. The Developer will not provide any box grill at balcony, developer will provide iron grill "3'-0" height above the floor.
- 9) The Top slab in the Kitchen will be blackstone and other shelves of black stone will be made under the top slab without any framework. There will be a steel sink. Coloured wall tiles will be fitted upto 3'-0" height above the top slab.
- 10) Coloured wall tiles will be fitted in the bathroom upto 6ft above the floor. A single Pan/Commode will be fitted in the bathroom-cum-lavatory. One wall Mixer, one shower, one cistern and one geyser line will be fitted in the toilet.
- 11) Plumbing line and sewerage line will be made of PVC Pipes, plumbing work inside the house will be concealed, PVC pipe will be used inside the room while PVC pipe will be used outside. PVC pipe will be used for sewerage line. All the taps, wallmixer will be good company. Pan/Commode and basin will be (white Colour).
- 12) Electrical wiring will be concealed with wire from Finolex or similar quality company. There will be 3 light point, 1 fan point and single 5 amp plug point in every bed room. In the kitchen there will be a light point, a mixi point, a aquaguard point and one exhaust point, one light point & plug point will be in the verandah. In the toilet one

Melinak Bora

light point & one exhaust point. There will be 3 light points, one fan point, one 5 amp plug point and one 15 amp Freeze point in the dining room 1 A/C point given in the one bed room. The wire will be used of 0.75 sq. mm in the light points and 2.5 sq. mm in the main line. Switch will be from Pritam or similar company. Any alteration made by the purchaser in case of main wiring, the extra payment will be charged according to market price.

- 13) For Extra AC. point, will be charged extra.
- 14) The cost of one electric meter under the name of land owner is to be beared by the developer, but if the said electric meter installed with A.C. provision then the extra charge shall be given by the owner. If the land owner installed extra meter, then the extra cost is to be beard by the landowner.
- 15) The stair room will be of paris . The staircase will be Marble finish. The entry of the staircase in the ground floor will be framed with a grill gate. There will be Grill gate at the entrance of the roof.
- 16) One water reservoir will be constructed below the ground and one proportionate concrete/Pvc tank shall be fitted above the ultimate roof. There will be a 1 H.P. pump & motor under the staircase fitted with electrical switch. The flat owners will collectively use the pump.
- 17) There will be a parapet wall above the roof upto 3' high and thickness will be 5". The roof will be cemented with 1/4" stone chips and the thickness will be 1 1/2".
- 18) The staircase railing will be iron work.

Extra charges for any extra work other than the specifications.

Moinak Patel

IN WITNESS we, the said Land Owner and the Developer have hereto put our signatures on this the ^{23rd} day of November 2023.

Signed, sealed and delivered in the presence of following witness.

Full signature with complete address of the following witness.

1. Sraboni Ghosh
9/29, Netaji Nagar
Kol-92.

2. Paly Das
5/60 Bejanga
Kol-92

Rupak Baran Singha Roy

Signature of the Land Owner
First Part herein

Sri Rupak Baran Singharoy

1. Soham h. Banik
2. Somnath Sengupta
3. Anindya Majumder
4. Mainak Bose
5. Subhendu Ganguly

Signature of the Developer
Second Part herein

'Srishti Construction'
signed by all Partners
Sri Soham Kumar Banik
Sri Somnath Sengupta
Sri Anindya Majumder
Sri Mainak Bose
Sri Subhrendu Ganguly

As per available documents and informations supplied by parties herein
Drafted by me at my office :

Miss. Sraboni Ghosh
Advocate

Enrollment No : F/1396/1073 of
2019

Alipore Judges' Court
Office : 9/29 Netaji Nagar, Kol-92
Mobile : 8697502211

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1604-2023, Page from 440860 to 440924
being No 160413989 for the year 2023.



(Handwritten signature)

Digitally signed by Anupam Halder
Date: 2023.11.30 16:24:08 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 30/11/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

SAP-1
D-30

KOLKATA MUNICIPAL CORPORATION

PROPERTY TAX BILL 2023-2024



FOR THE PROPERTY TAX & HOWRAH BRIDGE TAX UNDER THE KOLKATA MUNICIPAL CORPORATION ACT, 1980 & THE HOWRAH BRIDGE ACT, 1926

WARD SRL: 078/00761 PHASE SRL: 112253

ASSESSEE NO.: 21-098-01-0825-9

NATHI NO.:

MAIL TO:
18, PALLYSREE COLONY, KOLKATA-92

700093 PRINT SRL: 839644
RECORDED OWNER / PERSON LIABLE TO PAY TAX

SRI RUPAK BARAN SINGHA ROY

কলকাতা পৌরসংস্থা

পরিচালনা নথি

PREMISES NO./HUT NO.
41/16 CHAND MOHAMMAD ROAD

QTR.	1/23-24	2/23-24	3/23-24	4/23-24
Presentation Date	24/05/2023	14/08/2023	05/12/2023	12/02/2024
Rebate allowed upto	14/06/2023	04/09/2023	26/12/2023	04/03/2024
ANNUAL VALUATION (Rs.)	DATE OF EFFECT	Qtrly. Gross Amt. (Rs.)	Qtrly. H.B. Tax (Rs.)	Qtrly. Surcharge (Rs.)
387890	01/04/2021	5572	242.43	0.0
QUARTERLY CHARGES (Rounded off to the nearest Rupee)				
Total Amount Payable (Rs.)		Rebate Amount @5% (Rs.)	Net Amount Payable (Rs.)	
5572		278.6	5293	

Pay RS. 20338 within 14/06/2023 for extra 5% rebate.



OUTSTANDING DUES AS ON 31-03-2023 (Ignore, if paid)			Other UNPAID Fresh/Suppl Demand raised till 30-03-23 (Gross Amount)	AVAILABLE SUSPENSE AS ON 31-03-2023
PRINCIPAL	PENALTY **	INTEREST		

** 90% Penalty will be waived, if total O's dues are cleared at a time

MUNICIPAL COMMISSIONER

All Bills (PD / FS / Outstanding) can be paid online through Portal
<https://www.kmcgov.in> (Make Online Payment > Property Tax > All Bill)

AV and Tax Capping in UAA System are subject to verification & final determination by KMC, as applicable.

Please see overleaf for more information • Always provide mobile No. of Recorded Owner/Person Liable to Pay Tax while making payment of Property Tax • Please do not fold or put any mark on Barcode

SCM

No. 0193492

FORM 6

ফর্ম ৬

(See Rule 9 of West Bengal Registration of Births and Deaths Rules, 2000)
(শিশুসম্বল অথ-মৃত্যু রেজিস্ট্রেশন বিধি, ২০০০-এর ৯ নং বিধি দেখুন)

Government of West Bengal

(শিশুসম্বল সচিবালয়)

Department of Health & Family Welfare

(স্বাস্থ্য ও পরিবার কল্যাণ বিভাগ)

CERTIFICATE OF DEATH

(মৃত্যু প্রমাণপত্র)

(Issued under Sec. 12/Sec. 17 of the Registration of Births and Deaths Act, 1969)
(১৯৬৯ সনের জন্ম-মৃত্যু রেজিস্ট্রেশন আইনের ১২/১৭ ধারা অনুযায়ী প্রদত্ত হইল)

54

This is to certify that the following information has been taken from the original record of death which is in the register for KOLKATA MUNICIPAL CORPORATION of Tollygunge PS.

KOLKATA District West Bengal

এই মর্মে নিশ্চিতভাবে জ্ঞাত করা যাইবে যে নিম্নলিখিত বিবরণী মূল মৃত্যুসম্বল হইতে গৃহীত হইয়াছে। উক্ত মূল নিশ্চিতকরণ কাগজের কলকাতা জেলায়
তালীগঞ্জ কলকাতা পৌরসংস্থের মৃত্যু রেজিস্ট্রেশন অফিসের নথিতে আছে।

Name (নাম) BIDYUT BARAN SINGHA ROY Registration No. (রেজিস্ট্রেশন নং) HG011/2019/013405 (OLD REGN. NO: 13522)

Sex (M/F) (লিঙ্গ পুংস/স্ত্রী) MALE Age (বয়স) 85Y 0M 0D Date of Registration (রেজিস্ট্রেশন তারিখ) 30/09/2019

Date of Death (মৃত্যুর তারিখ) 30/09/2019

Place of Death (মৃত্যু স্থান) KPC MEDICAL COLLEGE AND HOSPITAL, JADAVPUR

Name of Father/Husband (পিতা/স্বামীর নাম) LATE SACHINDRA CHANDRA SINGHA ROY

Permanent Address of Deceased (মৃত্যু স্থান) 18, PALLYSREE, PO. - REGENT ESTATE, PS. - NETAJI NAGAR KOLKATA-700092 W.B.

Address of Deceased at the time of Death (মৃত্যু স্থান) N/A

Name of the Mother of the Deceased (মৃত্যুর মাতার নাম) N/A

Signature of the Registrar (অতিরিক্ত প্রধান অফিসার স্বাক্ষর)
K. M. C.Note: In case of death, no disclosure shall be made of particulars regarding the cause of death as entered in the register. See provision of Section 17(1) of the Registration of Births and Deaths Act, 1969.
(মৃত্যুর ক্ষেত্রে মৃত্যু কারণের বিশদ বিবরণী প্রকাশ করা যাইবে না। ১৯৬৯ সনের জন্ম-মৃত্যু রেজিস্ট্রেশন আইনের ১৭(১) ধারা দেখুন।)

Date of Issue (প্রদানের তারিখ) 30/09/2019 Place of Issue (প্রদানের স্থান) HG011 Type (ধরন) FREE COPY H.G.E.C. (T)

Name: **DIPTI SINGHA BOY** (Age)

Registration No.: **HG01/2021/000971** (Old Regn. No. 911)

Date of Registration: **17/01/2021**

Place of Death: **12, PALLISHI, P.S., NETAJINSABA, KOLKATA-700083**

Name of Father/Husband: **LATE ELDYU SINGHA BOY**

Relationship: **IS BROTHER, P.S. NETAJINSABA**

Age of Deceased: **N/A**

Sex of Deceased: **N/A**

Name of the Mother: **N/A**

Signature of Authority: **K M C**

Date of Issue: **17/01/2021**

Place: **M.G.E.C. (D)**

This is to certify that the following information has been taken from the original record of death which is in the register for **KOLKATA MUNICIPAL CORPORATION** of **KOLKATA** district of **West Bengal**.

(Issued under Sec. 12, Sec. 17 of the Registration of Births and Deaths Act, 1969)

CERTIFICATE OF DEATH

Department of Health & Family Welfare, Government of West Bengal


(See Rule 9 of West Bengal Registration of Births and Deaths Rules, 2000)

FORM 6

No. 0058238




509

 **PARADIPUR, WEST BENGAL**
IDENTITY CARD

NAME : SRABON GHOSH
Father's/Husband's Name BRINDHAN GHOSH

Siyamal Ghatak
(SIYAMAL GHATAK)
District Executive Committee

Usha Kwardee
(USHA KUWARDEE)
District Executive Committee





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

Query No./Year	2002822263/2023	Office where deed will be registered
Query Date	17/11/2023 2:42:04 AM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	SRABONI GHOSH ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8697502211, Status :Advocate	
Description	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4308] Agreement [No of Agreement : 2], [4311] Receipt (Rs : 10,00,000/-)	
Self Forth Value	Market Value	
Rs. 4/-	Rs. 50,62,502/-	
Total Stamp Duty Payable (SD)	Total Registration Fee Payable	
Rs. 7,021/- (Article:48(g))	Rs. 10,021/- (Article:E, E, B)	
Mutation Fee Payable	Amount of Stamp Duty to be Paid by Non Judicial Stamp	
	Rs. 100/-	
Remarks		

Land Details :

District: South 24-Parganas, Thana: Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chand Md Road (Pallisree Colony), Premises No: 41/16, Ward No: 088, Pin Code : 700092

Sch. No.	Plot Number	Katha Number	Land Use/Proposed	ROR	Area of Land	Self Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		3 Katha 7 Chatak	2/-	37,12,502/-	Width of Approach Road: 17 Ft.
Grand Total :						2/-	37,12,502/-	

Structure Details :

Sch. No.	Structure Details	Area of Structure	Self Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	2/-	13,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	2/-	13,50,000 /-	



Land Lord Details :

Sl No	Name & address	Status	Execution Admission Details
1	Mr RUPAK BARAN SINGHAROY Son of Late BIDYUT BARAN SINGHAROY, 18, PALLISREE, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. CYxxxxxx3B, Aadhaar No.: 34xxxxxxx7621, 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	SRISHTI CONSTRUCTION (Partnership Firm) .5/3, BIJOYGARH, GROUND FLOOR, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 PAN No. AExxxxxx2R, Aadhaar No Not Provided by UIDAI Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Mr SOHAM KUMAR BANIK Son of Late SUNIL KUMAR BANIK City:-, P.O:- JADAVPUR UNIVERSITY, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKxxxxxx0B, Aadhaar No.: 50xxxxxxx0703	SRISHTI CONSTRUCTION (as PARTNER)
2	Mr SOMNATH SENGUPTA Son of Late NIRANJAN SENGUPTA 5/19, BIJOYGARH, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. CExxxxxx9H, Aadhaar No.: 75xxxxxxx4154	SRISHTI CONSTRUCTION (as PARTNER)
3	Mr ANINDYA MAJUMDER Son of Late AMALENDU MAJUMDER 5/14, BIJOYGARH, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AMxxxxxx2L, Aadhaar No.: 86xxxxxxx3795	SRISHTI CONSTRUCTION (as PARTNER)
4	Mr MAINAK BOSE Son of Mr SUBASH CHANDRA BOSE 5/28, BIJOYGARH, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGxxxxxx2J, Aadhaar No.: 22xxxxxxx0921	SRISHTI CONSTRUCTION (as PARTNER)
5	Mr SUBHRENDU GANGULY Son of Mr SAMARENDU GANGULY 1/47, AZADGARH, City:-, P.O:- REGENT PARK, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AJxxxxxx7E, Aadhaar No.: 80xxxxxxx4734	SRISHTI CONSTRUCTION (as PARTNER)



Identifier Details :**Name & Address**

Miss SRABONI GHOSH
 Son of Mr BASUDEB GHOSH
 9/29, NETAJI NAGAR, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India,
 PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Mr RUPAK BARAN
 SINGHARROY, Mr SOHAM KUMAR BANIK, Mr SOMNATH SENGUPTA, Mr ANINDYA MAJUMDER, Mr MAINAK BOSE,
 Mr SUBHRENDU GANGULY .

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr RUPAK BARAN SINGHARROY	SRISHTI CONSTRUCTION-5.67188 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr RUPAK BARAN SINGHARROY	SRISHTI CONSTRUCTION-2000 Sq Ft

Owner and Land or Building Details as received from KMC

Sc. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No. : 210980108259 Premises No. : 41/16 Ward No. : 098 Street Name : CHAND MOHAMMAD ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : SRI RUPAK BARAN SINGHA ROY Owner Address : 18, PALLYSREE COLONY, KOLKATA-92 Pin No. : 700092	Character of Premises: Total Area of Land

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 17-12-2023) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 17-12-2023)
3. Standard User charge of Rs. 300/- (Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.



This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-
PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. ALIPORE, D.S.R. - V SOUTH 24-
PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



Major Information of the Deed

Deed No :	I-1604-13989/2023	Date of Registration :	23/11/2023
Query No./Year	1604-2002822263/2023	Office where deed is registered	
Query Date	17/11/2023 2:42:04 AM	D.S.R. - IV SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	SRABONI GHOSH ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8697502211, Status :Advocate		
Transaction	Additional Transaction :		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immoveable Property, Agreement [No of Agreement : 2], [4311] Other than Immoveable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value :-		
Rs. 4/-	Rs. 50,62,502/-		
Stampduty Paid(SD)	Stamp Duty / Fee Paid :-		
Rs. 7,021/- (Article:48(g))	Rs. 10,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :



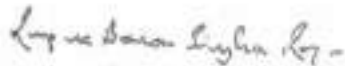
District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chand Md Road (Pallisree Colony), , Premises No: 41/16, , Ward No: 088 Pin Code : 700092

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SelfForth Value (in Rs.)	Market Value (in Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 7 Chatak	2/-	37,12,502/-	Width of Approach Road: 17 Ft.,
Grand Total :				5.6719Dec	2/-	37,12,502 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Selfforth Value (in Rs.)	Market value (in Rs.)	Other Details
S1	On Land L1	2000 Sq FL	2/-	13,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq FL, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1000 Sq FL, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	2 /-	13,50,000 /-	

Land Lord Details :













Sl No	Name,Address,Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr RUPAK BARAN SINGHAROY Son of Late BIDYUT BARAN SINGHAROY Executed by: Self, Date of Execution: 23/11/2023 , Admitted by: Self, Date of Admission: 23/11/2023 ,Place : Office	 <small>23/11/2023</small>	 Captured <small>LTI 23/11/2023</small>	 <small>23/11/2023</small>
18, PALLISREE, City:- , P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: CYxxxxxx3B, Aadhaar No: 34xxxxxxxx7621, Status :Individual, Executed by: Self, Date of Execution: 23/11/2023 , Admitted by: Self, Date of Admission: 23/11/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo, Finger print and Signature			
1	SRISHTI CONSTRUCTION 5/3, BIJOYGARH, GROUND FLOOR, City:- , P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 , PAN No.:: AExxxxxx2R,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
	Mr SOHAM KUMAR BANIK Son of Late SUNIL KUMAR BANIK Date of Execution - 23/11/2023, , Admitted by: Self, Date of Admission: 23/11/2023, Place of Admission of Execution: Office	 <small>Nov 23 2023 2:17PM</small>	 Captured <small>LTI 23/11/2023</small>	 <small>23/11/2023</small>
City:- , P.O:- JADAVPUR UNIVERSITY, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx0B, Aadhaar No: 50xxxxxxxx0703 Status : Representative, Representative of : SRISHTI CONSTRUCTION (as PARTNER)				

2	Name	Photo	Finger Print	Signature
	Mr SOMNATH SENGUPTA Son of Late NIRANJAN SENGUPTA Date of Execution - 23/11/2023, , Admitted by: Self, Date of Admission: 23/11/2023, Place of Admission of Execution: Office	 <small>Nov 23 2023 2:18PM</small>	 Captured <small>LTI 23/11/2023</small>	 <small>23/11/2023</small>
5/19, BIJOYGARH, City:- , P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CExxxxxx9H, Aadhaar No: 75xxxxxxx4154 Status : Representative, Representative of : SRISHTI CONSTRUCTION (as PARTNER)				
3	Name	Photo	Finger Print	Signature
	Mr ANINDYA MAJUMDER Son of Late AMALENDU MAJUMDER Date of Execution - 23/11/2023, , Admitted by: Self, Date of Admission: 23/11/2023, Place of Admission of Execution: Office	 <small>Nov 23 2023 2:18PM</small>	 Captured <small>LTI 23/11/2023</small>	 <small>23/11/2023</small>
5/14, BIJOYGARH, City:- , P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx2L, Aadhaar No: 86xxxxxxx3795 Status : Representative, Representative of : SRISHTI CONSTRUCTION (as PARTNER)				
4	Name	Photo	Finger Print	Signature
	Mr MAINAK BOSE (Presentant) Son of Mr SUBASH CHANDRA BOSE Date of Execution - 23/11/2023, , Admitted by: Self, Date of Admission: 23/11/2023, Place of Admission of Execution: Office	 <small>Nov 23 2023 2:18PM</small>	 Captured <small>LTI 23/11/2023</small>	 <small>23/11/2023</small>
5/28, BIJOYGARH, City:- , P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx2J, Aadhaar No: 22xxxxxxx0921 Status : Representative, Representative of : SRISHTI CONSTRUCTION (as PARTNER)				
5	Name	Photo	Finger Print	Signature
	Mr SUBHRENDU GANGULY Son of Mr SAMARENDU GANGULY Date of Execution - 23/11/2023, , Admitted by: Self, Date of Admission: 23/11/2023, Place of Admission of Execution: Office	 <small>Nov 23 2023 2:00PM</small>	 Captured <small>LTI 23/11/2023</small>	 <small>23/11/2023</small>

1/47, AZADGARH, City:- , P.O:- REGENT PARK, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:- AJxxxxxx7E, Aadhaar No: 80xxxxxxxx4734 Status : Representative, Representative of : SRISHTI CONSTRUCTION (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Miss SRABONI GHOSH Son of Mr BASUDEB GHOSH 9/29, NETAJI NAGAR, City:- , P.O:- REGENT ESTATE, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092		 Captured	
	23/11/2023	23/11/2023	23/11/2023

Identifier Of Mr RUPAK BARAN SINGHARROY, Mr SOHAM KUMAR BANIK, Mr SOMNATH SENGUPTA, Mr ANINDYA MAJUMDER, Mr MAINAK BOSE, Mr SUBHRENDU GANGULY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr RUPAK BARAN SINGHARROY	SRISHTI CONSTRUCTION-5.67188 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr RUPAK BARAN SINGHARROY	SRISHTI CONSTRUCTION-2000,00000000 Sq Ft

Endorsement For Deed Number : I - 160413989 / 2023

On 23-11-2023

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 46 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:10 hrs on 23-11-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr MAINAK BOSE.

Certificate of Market Value (WB RVV) rules of 2001

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 50,62,502/-

Admission of Execution (Under Section 53, W.B. Registration Rules, 1962)

Execution is admitted on 23/11/2023 by Mr RUPAK BARAN SINGHARROY, Son of Late BIDYUT BARAN SINGHARROY, 18, PALLISREE, P.O: REGENT ESTATE, Thana: Jadavpur, South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Service

Identified by Miss SRABONI GHOSH, Son of Mr BASUDEB GHOSH, 9/29, NETAJI NAGAR, P.O: REGENT ESTATE, Thana: Jadavpur, South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession Advocate

Admission of Execution (Under Section 53, W.B. Registration Rules, 1962) (Representative)

Execution is admitted on 23-11-2023 by Mr SOHAM KUMAR BANIK, PARTNER, SRISHTI CONSTRUCTION (Partnership Firm), 5/3, BIJOYGARH, GROUND FLOOR, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District-South 24-Parganas, West Bengal, India, PIN:- 700092

Identified by Miss SRABONI GHOSH, Son of Mr BASUDEB GHOSH, 9/29, NETAJI NAGAR, P.O: REGENT ESTATE, Thana: Jadavpur, South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession Advocate

Execution is admitted on 23-11-2023 by Mr SOMNATH SENGUPTA, PARTNER, SRISHTI CONSTRUCTION (Partnership Firm), 5/3, BIJOYGARH, GROUND FLOOR, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District-South 24-Parganas, West Bengal, India, PIN:- 700092

Identified by Miss SRABONI GHOSH, Son of Mr BASUDEB GHOSH, 9/29, NETAJI NAGAR, P.O: REGENT ESTATE, Thana: Jadavpur, South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession Advocate

Execution is admitted on 23-11-2023 by Mr ANINDYA MAJUMDER, PARTNER, SRISHTI CONSTRUCTION (Partnership Firm), 5/3, BIJOYGARH, GROUND FLOOR, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District-South 24-Parganas, West Bengal, India, PIN:- 700092

Identified by Miss SRABONI GHOSH, Son of Mr BASUDEB GHOSH, 9/29, NETAJI NAGAR, P.O: REGENT ESTATE, Thana: Jadavpur, South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession Advocate

Execution is admitted on 23-11-2023 by Mr MAINAK BOSE, PARTNER, SRISHTI CONSTRUCTION (Partnership Firm), 5/3, BIJOYGARH, GROUND FLOOR, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District-South 24-Parganas, West Bengal, India, PIN:- 700092

Identified by Miss SRABONI GHOSH, Son of Mr BASUDEB GHOSH, 9/29, NETAJI NAGAR, P.O: REGENT ESTATE, Thana: Jadavpur, South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession Advocate

Execution is admitted on 23-11-2023 by Mr SUBHRENDU GANGULY, PARTNER, SRISHTI CONSTRUCTION (Partnership Firm), 5/3, BIJOYGARH, GROUND FLOOR, City:-, P.O:- REGENT ESTATE, P.S:-Jadavpur, District-South 24-Parganas, West Bengal, India, PIN:- 700092

Identified by Miss SRABONI GHOSH, Son of Mr BASUDEB GHOSH, 9/29, NETAJI NAGAR, P.O: REGENT ESTATE, Thana: Jadavpur, South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053.00/- (B = Rs 10,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 10,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/11/2023 8:02PM with Govt. Ref. No: 192023240288208108 on 19-11-2023, Amount Rs: 10,021/-, Bank: SBI EPay (SBIPay), Ref. No. 3215943707936 on 19-11-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 6,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 22450, Amount: Rs.100.00/-, Date of Purchase: 17/11/2023, Vendor name: SUBHANKAR DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/11/2023 8:02PM with Govt. Ref. No: 192023240288208108 on 19-11-2023, Amount Rs: 6,921/-, Bank: SBI EPay (SBIPay), Ref. No. 3215943707936 on 19-11-2023, Head of Account 0030-02-103-003-02

(Signature)

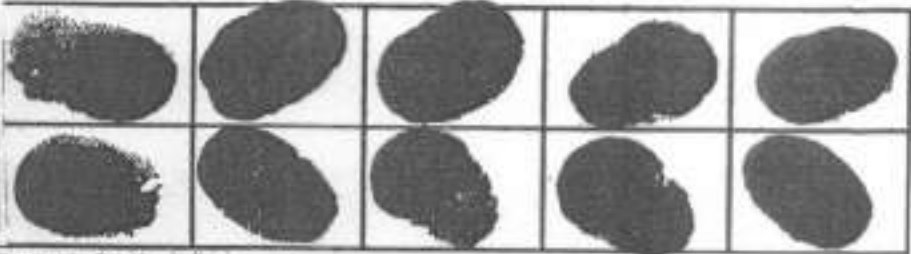
Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



F

Thumb

1st finger Middle Finger Ring Finger Small Finger



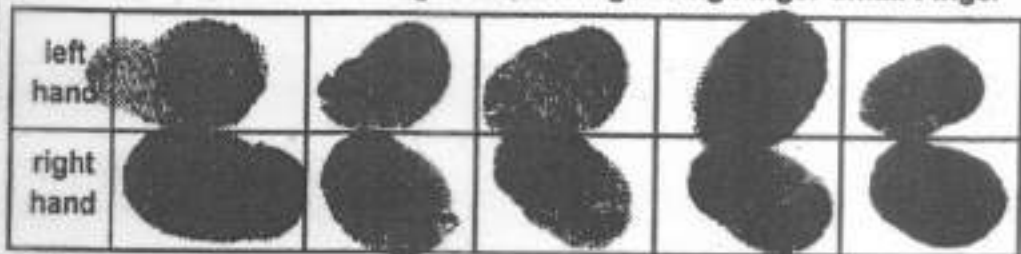
Name SOHAM KUMAR BANIK

Signature Soham h. Banik



Thumb

1st finger Middle Finger Ring Finger Small Finger



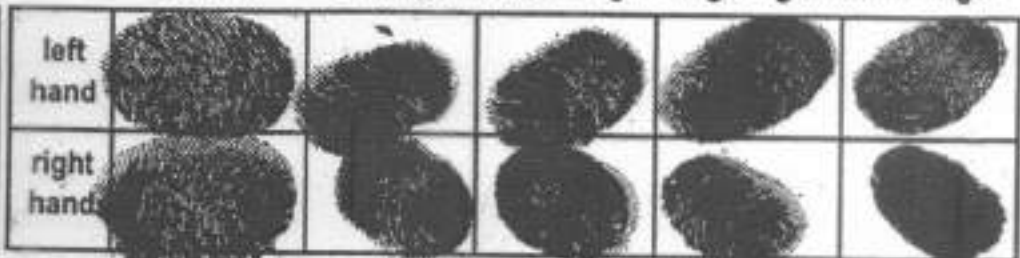
Name SOMNATH SENGUPTA

Signature Somnath Sengupta



Thumb

1st finger Middle Finger Ring Finger Small Finger



Name ANINDYA HAJINDAR

Signature Anindya Hajindar



Thumb

1st finger Middle Finger Ring Finger Small Finger



Name MAINAK BOSE

Signature Mainak Bose

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

Name

Signature



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

Name SUBHRENDU GANGULY

Signature Subhrendu Ganguly



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

Name RUPAK BARAH SINGHA ROY

Signature Rupak Barah Singha Roy

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

Name

Signature