

7477/17

7818/2017



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Y 61293

6/20/17
 1.8.17
 Visit
 01.08.17
 ay 238374/17
 Dev Agreement
 Signature
 Additional Registrar of
 Assurances, Kolkata



Certified that on
 Registration
 endorsement
 by the part...

(D)

Signature
 02 AUG 2017

**DEVELOPMENT AGREEMENT WITH
 DEVELOPMENT POWER OF ATTORNEY**

THIS INDENTURE OF AGREEMENT is made on this 1st day of
AUGUST 2017

5-17/17
 2501
 2501
 007

KNOW ALL MEN THESE PRESENTS that we

1. **SHRI PANCHU GOPAL JAISWAL (PAN: AMEPJ7866G)**, son of Late Rama Shankar Shaw, by faith Hindu, by occupation Business residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtaila, Kolkata - 700 006.
2. **SHRI DILIP KUMAR JAISWAL (PAN: ACYPJ7930Q)**, son of Late Rama Shankar Shaw, by faith Hindu, by occupation Business residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtaila, Kolkata - 700 006.
3. **SHRI ASHOK KUMAR JAISWAL (PAN: AJAPJ8849H)**, son of Late Rama Shankar Shaw, by faith Hindu, by occupation Business residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtaila, Kolkata - 700 006.
4. **SHRI RAJNATH JAISWAL (PAN: ASWPJ0492H)**, son of Late Shiv Shankar Shaw (Jaiswal), by faith Hindu, by occupation Business residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtaila, Kolkata - 700 006.

5. **SHRI JAY PRAKASH JAISWAL (PAN: AKEPJ5185D)**, son of Late Shiv Shankar Shaw(Jaiswal), by faith Hindu, by occupation Business residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtalla, Kolkata - 700 006.

6. **SHRI HARIPRASAD JAISWAL (PAN: AWEPJ4390G)**, son of Late Shiv Shankar Shaw(Jaiswal), by faith Hindu, by occupation Business residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtalla, Kolkata -- 700 006.

7. **SHRI MANOJ KUMAR JAISWAL (PAN: AEYPJ2323L)**, son of Late Gouri Shankar Shaw (Jaiswal), by faith Hindu, by occupation Business residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtalla, Kolkata - 700 006.

8. **SHRI PROMODE KUMAR JAISWAL (PAN: AUCPJ3641C)**, son of Late Gouri Shankar Shaw (Jaiswal), by faith Hindu, by occupation Business residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtalla, Kolkata - 700 006.

9. **SHRI SAROJ KUMAR JAISWAL (PAN: MKSPJ0425H)**, son of Late Gouri Shankar Shaw (Jaiswal), by faith Hindu, by occupation Business residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtalla, Kolkata - 700 006.
10. **SMT. PRAVABATI SHAW (PAN: AJRPS5233V)**, wife of Late Chandrabali Jaiswal, by faith Hindu, by occupation Housewife residing at 8/C, Chatta Bagan Lane, P.O. & P.S. Amherst Street, Kolkata - 700 006.
11. **SMT. DURGAWATI SHAW (PAN: DMKPS0394K)**, wife of Late Pyarelal Jaiswal, by faith Hindu, by occupation Housewife residing at 115E, Lenin Sarani, P.O. Dharmatala, P.S. Muchipara, Kolkata - 700 006.
12. **SMT. NIRMALA DEVI JAISWAL (PAN: AFJPJ4285R)**, wife of Shri Shiv Prasad Jaiswal, by faith Hindu, by occupation Housewife residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtalla, Kolkata - 700 006.
13. **SMT. GEETA JAISWAL, (PAN: ADCPJ9324Q)**, wife of Shri Sunil Jaiswal, by faith Hindu, by occupation Housewife residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtalla, Kolkata - 700 006.

14. **SMT. BIMALA DEVI (PAN: AJKPD4993P)**, wife of Shri Ram Chandra Shaw, by faith Hindu, by occupation Housewife residing at 1/1/7, Dum Dum Road, Sabzi Bagan, Chiria More, P.O. & P.S. Cossipore, Kolkata - 700 002.
15. **SMT. MIRA DEVI JAISWAL (PAN: TMSPJ0560M)**, wife of Shri Ram Kumar Jaiswal, by faith Hindu, by occupation Housewife residing at 24/A, Amherst Street, P.O. & P.S. Amherst Street, Kolkata - 700 006.
16. **SMT. URMILA DEVI JAISWAL, (PAN: UDSPJ5904D)**, wife of Shri Kanahya Jaiswal, by faith Hindu, by occupation Housewife residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtalla, Kolkata - 700 006.
17. **SMT. SANGITA DEVI JAISWAL, (PAN: ASVPJ2960V)**, wife of Shri Kamalseh Jaiswal, by faith Hindu, by occupation Housewife residing at 45, Haritaki Bagan Lane, P.O. Beadon Street, P.S. Burtalla, Kolkata - 700 006.
18. **SHRI VIDYA SAGAR JAISWAL (PAN: APDPJ0520U)**, son of Late Mulchand Jaiswal, by faith Hindu, by occupation business residing at 49, Tiljala Road, P.O. & P.S. Tiljala, Kolkata - 700 039.

19. **SHRI SUNIL KUMAR JAISWAL (PAN: DPQPJ2450F)**, son of Shri Vidya Sagar Jaiswal, by faith Hindu, by occupation business residing at 49, Tiljala Road, P.O. & P.S. Tiljala, Kolkata - 700 039.

20. **SHRI ANIL KUMAR JAISWAL (PAN: PWBPJ0910S)**, son of Shri Vidya Sagar Jaiswal, by faith Hindu, by occupation business residing at 49, Tiljala Road, P.O. & P.S. Tiljala, Kolkata - 700 039.

21. **SHRI SUDHIR KUMAR JAISWAL (PAN: AQMPJ0471L)**, son of Shri Vidya Sagar Jaiswal, by faith Hindu, by occupation business residing at 49, Tiljala Road, P.O. & P.S. Tiljala, Kolkata - 700 039.

22. **SMT. GAYATRI DEVI JAISWAL (PAN: ATNPJ2950G)**, wife of Late Gouri Shanker Shaw (Jaiswal), by faith Hindu, by occupation Housewife residing at Jangra Battala, Hatiara Road, P.O. Jangra, P.S. Baguiati, Kolkata - 700 059.

23. **SMT. SABITA GUPTA JAISWAL (PAN: APVPJ0397Q)**, wife of Anil Jaiswal, by faith Hindu, by occupation Housewife residing at Jangra Battala, Hatiara Road, P.O. Jangra, P.S. Baguiati, Kolkata - 700 059.

24. **SMT. SARITA JAISWAL (PAN: MWVPJ7320A)**, wife of Shri Arun Jaiswal, by faith Hindu, by occupation Housewife residing at Jangra Battala, Hatiara Road, P.O. Jangra, P.S. Baguiati, Kolkata - 700 059.

25. **SMT. BABITA JAISWAL (PAN: ACNPJ0184X)**, wife of Shri Ajey Jaiswal, by faith Hindu, by occupation Housewife residing at Jangra Battala, Hatiara Road, P.O. Jangra, P.S. Baguiati, Kolkata - 700 059 hereinafter called and referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

A N D

PARK PROPERTIES a Proprietorship Firm represented by its Proprietor **SHRI UTPAL MAITY (PAN: AGTPM4770C)**, son of Late Gosta Behari Maity having its principal office at 638, Dum Dum Park, P.O. Bangur Avenue, P.S. Lake Town, Kolkata - 700 055 hereinafter called and referred to as the "**PROMOTER/DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

WHEREAS Phanindra Nath Kundu, Rajendra Nath Kundu & Sachindra Nath Kundu were executed a Ten years lease deed dated 10.12.1947 in favour of Giridhari Ram Shaw and Mr. Sarju Ram Shaw in respect of the land measuring about 1 bigha 5 cottaha comprising in Dag Nos.2298, 2299 under Khatian No.161, Mouza Krishnapur lying and situate at Premises No.35, Shyamnagar Road, Kolkata - 700 055 under South Dum Dum Municipality Ward No.27 was registered at DR at Alipore and recorded in Book No.I, Volume No.58, Pages from 200 to 205, Being No.3181 for the year 1947.

AND WHEREAS Janaki Ram Shaw executed a 10 years Lease Deed dated 12.04.1949 in favour of Sarju Ram Shaw in respect of the land measuring about 15 cottaha comprising in comprising in Dag Nos.2298, 2299 under Khatian No.161, Mouza Krishnapur lying and situate at Premises No.18, Shyamnagar Road, Kolkata - 700 055 under South Dum Dum Municipality Ward No.27 was registered at DR at Alipore and recorded in Book No.I, Volume No.27, Pages from 281 to 287, Being No.1862 for the year 1949.

AND WHEREAS the said Sarju Ram Shaw and Giridhari Ram Shaw had jointly executed a Deed of Exchange dated 16.11.1950 of the aforesaid two plots of land which is mentioned above between them which was registered at SRO at Cossipore, Dum Dum recorded in Book No.I, Volume

No.52, Pages from 158 to 161, Being No.4062 for the year 1950 and in this Deed of Exchange the land measuring an area 1 bigha 5 cottaha was belong in the name of Mr. Sarju Ram Shaw under Premises No.35 Shyamnagar Road and simultancously the land measuring about 15 cottaha was belong to Giridhari Ram Shaw under Premises No.18, Shyamnagar Road respectively.

AND WHEREAS after registration of the said Deed of Exchange the said Mr. Sarju Ram Shaw mutated his name in the local Municipal Authority as well as in the settlement (B.L. & L.R.O.) office and after mutation the said Sarju Ram Shaw enjoyed, possessed this property without claims, demands and litigation whatsoever.

AND WHEREAS the said Sarju Ram Shaw died on 20.01.1981 and leaving behind his legal heirs his wife namely Sukha Devi (who also died on 18.03.1991) and his three sons namely Shiv Shankar Shaw and Gouri Shankar Shaw and Rama Shankar Shaw who was the another son of his family who died on 24.12.1980 and leaving behind his wife namely Smt. Rajkumari Devi (also died on 11.09.2010) and three sons namely Panchu Gopal Shaw (Jaiswal), Dilip Kumar Shaw (Jaiswal), Ashoke Kumar Shaw (Jaiswal) and three daughters namely Mira Devi Jaiswal, Urmila Devi Jaiswal and Sangita Devi Jaiswal and four daughters namely Indrawati

Devi and Krishna Devi (both already died), Durgawati Devi, Prabhawati Devi the remaining persons are the Landowners herein.

AND WHEREAS Shiv Shankar Shaw (Jaiswal) the son of Late Sarju Ram Shaw died on 06.07.1987 and leaving behind his legal heirs his wife namely Smt. Vidya Devi (also died on 08.09.2010 and three sons namely Rajnath Jaiswal, Jaiprakash Jaiswal and Hariprasad Jaiswal and three daughters namely Nirmala Devi Jaiswal, Gita Devi Jaiswal, Bimala Devi Jaiswal, the Landowners herein, also seized and possessed the aforesaid land with the order Co-sharers which has been referred in the first schedule written hereunder.

AND WHEREAS Smt. Krishna Devi, the daughter of Late Sarju Ram Shaw was died on 16.05.1982 and leaving behind her legal heirs her husband namely Vidya Sagar Jaiswal and three sons namely Anil Kumar Jaiswal, Sudhir Kumar Jaiswal and Sunil Kumar Jaiswal, the Landowners herein, also seized and possessed the aforesaid land with the order Co-sharers which has been referred in the first schedule written hereunder.

AND WHEREAS Smt. Indrabati Shaw one of the daughters of late Sarju Ram Shaw was died on 19.09.2010 and legal heirs of the landowners herein also seized and possessed the aforesaid land with the other co-owners which has been referred in the first schedule herein.

AND WHEREAS Gouri Shankar Shaw, the son of Late Sarju Ram Shaw also died on 13.07.2016 and leaving behind his legal heirs his wife namely Gayatri Devi Jaiswal and three sons namely Shri Manoj Kumar Jaiswal, Shri Saroj Kumar Jaiswal and Shri Promode Kumar Jaiswal and three daughters namely Smt. Sabita Gupta Jaiswal, Smt. Sarita Jaiswal and Smt. Babita Jaiswal all the Landowners herein also seized and possessed the aforesaid land with the other co-owners which has been referred in the First Schedule hereunder written.

AND WHEREAS the Landowners herein became the undivided joint owners of the aforesaid property and sufficiently entitled to all that the piece and parcel of land and jointly enjoyed the same and mutated their name in the records of the South Dum Dum Municipality & BLRO Department (BKP-II) by paying all relevant rates and taxes to the authority of local Municipality as well as B.L. & L.R.O. office without any claims, demands any litigation whatsoever.

AND WHEREAS the owners due to their lack of knowledge for constructing the multi storied building on the aforesaid land have jointly and collectively approached to the developer herein for making a construction of a ground plus nine storied building on the aforesaid piece and parcel of a plot of land after demolition of old structure standing thereon comprised with several numbers of self contained residential flats and/or units thereon according to the drawing, plan and specification as sanctioned by the local Municipality. Be it noted that the developer has already sanctioned the building plan of ground plus seven storied building vide sanctioned Plan No.300 dated 28.11.2016 by the South Dum Dum Municipality but there is some provisions is being crept on the provisions application so that in future the developer may construct or extend ground plus eight storied and ground plus nine storied building after completion of the ground plus seven storied building.

AND WHEREAS the owners herein jointly and severally agreed with the developer in cancellation and supersession of any and/or equivalents, if any, executed prior to the present development agreement for the construction of proposed multi storied R.C.C. framed structure with brick built building on the said property at his own cost as per drawing plan and specifications which to be approved and duly signed by the owners and sanctioned by the competent authority and in conformity with the

Utpal Maity

said details of construction under and subject to the terms and conditions hereinbelow written.

AND WHEREAS the owners hereby declare that they are joint owners of the said undivided property and the said plot of land is free from all encumbrances, mortgages attachments, liens, lispendents and the owners have marketable title thereto and the said land does not attract the provisions of the urban land (ceiling and regulation) Act or any other attachment at present.

NOW THIS AGREEMENT WITNESSETH as follows:

1.1. LANDOWNERS: shall mean the said Shri Panchu Gopal Jaiswal, Shri Ashoke Kumar Jaiswal, Shri Dilip Kumar Jaiswal, Shri Raj Nath Jaiswal, Shri Jayprakash Jaiswal, Shri Hari Prasad Jaiswal, Shri Manoj Kumar Jaiswal, Shri Promode Kumar Jaiswal, Shri Saroj Kumar Jaiswal, Smt. Prabhawati Devi, Smt. Durgawati Devi, Smt. Nirmala Devi Jaiswal, Smt. Geeta Jaiswal, Smt. Bimala Devi, Smt. Mira Devi Jaiswal, Smt. Urmila Devi Jaiswal, Smt. Sangita Devi Jaiswal, Shri Vidya Sagar Jaiswal, Shri Sunil Kumar Jaiswal, Shri Anil Kumar Jaiswal, Shri Sudhir Kumar Jaiswal, Smt. Gayatri Devi Jaiswal, Smt. Sabita Gupta (Jaiswal), Smt. Sarita Devi Jaiswal, Smt. Babita Jaiswal and their respective assignees, heirs, executors, administrators and legal representatives.

1.2. DEVELOPER : shall mean M/s. Park Properties, represented by its Proprietor, Shri Utpal Maity, son of Late Gosta Behari Maity having its registered office at 638, Dum Dum Park, P.S. Lake Town, Kolkata - 700 055.

1.3. TITLE DEED : shall mean the original Deed of Exchange dated 16.07.1952 relating to All that the piece and parcel of Bastu land measuring about 1 bigha 5 cottahas, be the same a little more or less, which recorded and registered at Sub-Registrar office at Cossipore, Dum Dum and recorded in Book No.1, Volume No.62, Pages 158 to 161, Being No.4062 which is lying and situate at Premises No.35 (old) 98 (new) Municipal Holding No.196 (Old), 368 (New), Shyam Nagar Road now known Gouri Nath Sastri Sarani, Ward No.27 of South Dum Dum Municipality, P.S. Dum Dum, Kolkata - 700 055 in the District of 24 Parganas (North), more fully and particularly described in the First schedule written hereunder.

1.4. BUILDING : shall mean the ground plus nine storied building to be constructed on the said premises as per the proposed sanctioned building plan approved and sanctioned by the South Dum Dum Municipality and other concerned authority and to be known as "SARJU ENCLAVE".

1.5. COMMON FACILITIES AND AMENITIES: shall mean include corridors, staircases, passage way, drive way, pump room, tube well, underground water reservoir, overhead water reservoir and water pump, electric meter, roof, care taker's room and other facilities which may be mutually agreed upon between the parties and required for use and enjoyment maintenance and/or management of the building as per Agreement Ownership Act, 1972.

1.6. SALEABLE SPACE: shall mean the space in the building available for independent use and occupation after making due provisions for common facility and amenities.

1.7. OWNERS' ALLOCATION: shall mean 18 flats admeasuring about 1000 sq.ft. each covered area total 18,000 sq.ft. which consists 4 flats being Flat No.B on the 1st floor, 3rd floor, 5th floor and 7th floor in the Block-A, South East Corner (Middle Portion) and another 5 flats being No.E on the 1st floor, ^{2nd Floor} 3rd floor, 5th floor and 7th floor in the Block-A, South West Corner middle portion another 9 flats situated on the South West Corner right side of Block-B being Flat No.E on the 1st floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor, 7th floor, 8th floor, and 9th floor in the said Multi storied building complex which more fully and particularly described in the Second Schedule written hereunder. If the area is decrease the developer will pay the price of the shortage area as per then

1.5. COMMON FACILITIES AND AMENITIES: shall mean include corridors, staircases, passage way, drive way, pump room, tube well, underground water reservoir, overhead water reservoir and water pump, electric meter, roof, care taker's room and other facilities which may be mutually agreed upon between the parties and required for use and enjoyment maintenance and/or management of the building as per Agreement Ownership Act, 1972.

1.6. SALEABLE SPACE: shall mean the space in the building available for independent use and occupation after making due provisions for common facility and amenities.

1.7. OWNERS' ALLOCATION: shall mean 18 flats admeasuring about 1000 sq.ft. each covered area total 18,000 sqft. which consists 4 flats being Flat No.B on the 1st floor, 3rd floor, 5th floor and 7th floor in the Block-A, South East Corner (Middle Portion) and another 5 flats being No.E on the 1st floor, ^{2nd Floor} 3rd floor, 5th floor and 7th floor in the Block-A, South West Corner middle portion another 9 flats situated on the South West Corner right side of Block-B being Flat No.E on the 1st floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor, 7th floor, 8th floor, and 9th floor in the said Multi storied building complex which more fully and particularly described in the Second Schedule written hereunder. If the area is decrease the developer will pay the price of the shortage area as per then

market value. Alternatively if the area is increase the owners will pay the price of increase area as per the them market value. The said Developer paid to the owners herein for a sum of Rs.1,00,000/- (Rupees one lac) only at the time of execution of this agreement.

1.8. DEVELOPER'S ALLOCATION: shall mean save and except, said 18 flats admeasuring about 18,000 sq.ft. covered area at the said multi storied building complex all other flats, shops, car parking space any commercial space of the said complex including proportionate share of land on which the said building to be erected and constructed together with proportionate share of common facilities and amenities attached to and available with the building which more fully and particularly described in the Second Schedule written hereunder.

1.9. ARCHITECT: shall mean such qualified Architect/Architects, who being appointed by the Developer shall desire and draw the plan of the building and obtain the required sanctioned for construction of such building plan from the appropriate authority/authorities of the South Dum Dum Municipality and other concerned Authority.

1.10. BUILDING PLAN: would mean such plan to be prepared by the Architect for the purpose of construction of the proposed multi storied building complex and to be sanctioned/approved of the same by the

concerned authorities of the South Dum Dum Municipality and other concerned authority.

1.11. **TRANSFER:** shall mean and include transfer by possession and by way other means adopted for effecting the lawful transfer of are of the building which has properly been sanctioned by the South Dum Dum Municipality to the purchaser/purchasers. The back space, side space and common passage will be treated as proportionate common space of the flat owners.

1.12. **TRANSFeree:** shall mean any person, firm, corporate body or association of persons to whom any flat/flats, shop/shops and/or space in the building would have been transferred.

ARTICLE-II

COMMENCEMENT

2.1. This agreement shall be deemed to have been commenced with effect from 1st day of August 2017.

ARTICLE-III

OWNER'S RIGHT & REPRESENTATION

3.1. The Owners hereto absolutely seized and possessed and of and/or well and sufficiently entitled to the said premises not exceeding an area

of 1 bigha 5 cottaha be the same and little more or less of the said premises.

3.2. The said premises is free from all encumbrances and the owners herof have and marketable title in all respect relating to the said premises.

3.3. There is no excess vacant land at the said premises within the meaning of the Urban Land (ceiling and regulation Act, 1976). Furthermore the said premises have not been subject to any notice of attachment under the Public Demands Recovery Act.

3.4. There is no bar legal or otherwise for landowners to obtain the certificate under Section 230(A)(1) of the Income Tax Act, 1961 and other consents and permissions that may be required by the developer in dealing with the said premises for development and construction of the proposed multi storied building complex as agreed hereunder.

ARTICLE-IV

DEVELOPER/PROMOTER'S RIGHT

4.1. The owners hereby grant subject to what has been hereunder provided, exclusive right to the developer to develop the said premises by way of constructing the ground plus nine storied building thereon in

accordance with the sanctioned building plan issued by the South Dum Dum Municipality and other Authority and/or Authorities..

4.2. All applications, plans, papers and documents required for construction the proposed multi storied building/buildings shall be prepared and submitted by the developer on behalf of the owners at the Developer's own costs and expenses include Architect's fees, charges and expenses required to be paid or deposited for the purposes of development of the said premises PROVIDED HOWEVER that, the developer has be exclusive entitled to all refunds of or all payments and/or deposits made by the developer on behalf of the owners upon production of supporting papers in case this agreement fails. Provided further that the owners will not be liable to the Developer's liability for payment of loan and the Owners' will not be guarantor of developer on account of loan or liability.

4.3. It is made clear that save and except the 18,000 sq.ft. share of the Owners allocation in the proposed building as mentioned in clause 1.8. of Article-I and Second Schedule (Part-I), all other floors and flats, shops, car parking spaces etc. in the building will be the property of the developer after completion of the building and handing over the khas possession to the owners hereto.

ARTICLE-V
CONSIDERATION

5.1. The owners hereof have already executed registered General Power of Attorney unto and in favour of the developer hereto empowering thereunder the developer to do and perform all such acts, deeds and things that are required to be done for developing the said premises by completing the constructional work of the multi storied building/buildings and also to sale the flats there under in favour of the intending purchaser/purchasers after complete delivery of khas and vacant possession to the owners in respect of their allocation (owner's allocation) prior to transfer of any flat to any portion of the building area to any intending purchaser/purchasers.

ARTICLE-VI
DEALING OF SPACES IN THE BUILDING

6.1. The developer shall on completion of the building put the owners in undisputed possession of the owner's allocation together with the rights into the common facilities and amenities relating to the building which will be enjoyed proportionately with other owners of flat/flats.

6.2. The Owners will be entitled to transfer or otherwise deal with the Owners' allocation in the building at their absolute discretion but before selling of the said flat/flats, the owner or owners will offer to purchase

the said flat, to the other co-owners and developer in writing. If the other co-owners and developer did not accept, the offer and/or place counter proposal for selling the said flat/flats, the owner has right to sell the flat or flats to the third party or parties. The developer will be the confirming party to all the deeds of conveyances. This clause is not applicable in case of mortgage, lease, let out of the flats of owner's allocation to the third party of parties.

6.3. The developer being the party to the other part shall be liberty to negotiate for the sale floors/flats of the building under construction together with proportionate share of land excluding and exceeding the space provided for Owners' allocation with any prospective purchaser/purchasers at such consideration and on such terms and conditions as the developer shall think fit and proper. The owners hereto however, at the request of the developer shall execute and register the necessary deed of conveyance/conveyances unto and in favour of the purchaser or purchasers towards sale of flat/flats in the said buildings as and when called for PROVIDED HOWEVER the costs of such conveyance/conveyances including the cost of Non-Judicial Stamps and registration expenses and all other legal expenses shall be borne and paid by the purchasers of flat/flats, subject to prior delivery of possession to the landowners in respect of their allocation in accordance with the condition mentioned hereinbefore.

6.4. It is clearly agreed to and declared by the owners hereto that, as the entire cost of construction of the multi storied building and other related expense thereto are to be borne by the developer exclusively without any investment on the part of the owners. For such reason, the consideration money receivable towards sale/transfer of units/flats and/or spaces fallen under the Developer's allocation as aforesaid including earnest money or booking amount therefore shall be received and enjoyed and appropriated exclusively by the developer and the landowners hereof will have no claim on any part of portion thereof subject to prior delivery of possession to the owners in respect of their allocation with the ratio as mentioned hereinbefore. It is also for the aforesaid reason the owners hereto further declare that, henceforth, the Clause No.7 and 12 of the Registered General Power of Attorney would not have been pressed any further by the owners and the developer for all times to come will be at absolute liberty to appropriate the entire sale proceeds as aforesaid without having any liability therefore to the owners.

ARTICLE-VII

BUILDING

7.1. The developer shall at the developer's own costs construct erect and complete the ground plus nine storied building/buildings at the said premises in accordance with the sanctioned plan with such materials

and with such specifications as are mentioned in the third schedule written hereunder and as may be recommended by the Architect of the developer from time to time.

7.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto.

7.3. The developer shall install and erect in the said building at the developer's own cost pump set, tube wells water storage tanks, overhead reservoirs, electric wiring, fittings and installations and other facilities as are required to be provided in a residential building having self contained flats and constructed for sale of flats on ownership basis. The fire extinguisher system also install by the developer by their own cost as approved by the West Bengal Fire Brigade Services Authority.

7.4. The Developer shall be authorized in the name of the owners to apply for and obtain allocations for cement, all types of steels bricks, other building material and accessories allocable to the owners for the construction of the building and similarly to apply for and obtain temporary and permanent connections of water supply, electric supply, telephone and cooking gas connections.

7.5. The developer shall at its own costs and expenses and without creating and financial or other liability upon the owners, construct and complete the said multi storied building/buildings having several self contained flats in accordance with the sanctioned building plan.

7.6. As from the date of taking over possess of the said premises by the developer for starting the construction of the said building and liability becoming other outgoing in respect of the said premises for new construction of the building and till such time as the possession of the owners' allocation is made, shall be borne and paid by the developer. It is made specifically clear that all outstanding as well as current dues on account of Municipal rate and taxes as also other outgoings upto date of starting of construction of the proposed building shall remain be the liability of the developer and shall be borne and paid by the developer also, without raising any objection thereto provided there will be no unnecessary delay by the developer to start and complete the construction of the building.

7.7. As soon as the building is completed, the developer shall give written notice to the owners requiring the owners to take khas possession of the owners allocation containing 18 flats on which 9 flats in Block-A and 9 flats in Block-B in the building. After 30 days from the date of service of such notice and at all times thereafter, the owners shall be

responsible for payment of all municipal and property taxes, rates, duties and other impositions that are payable in respect of the owners allocation in the building. However, the said rates and charges shall be payable on pro-rate basis if the same being levied on the building as a whole.

7.8. The owners and the developer shall punctually and regularly pay for their respective allocation the rates and taxes to the concerned authorities as and when the same become due and payable and shall keep each other indemnified against all claims, actions, demands, charges and expenses whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by owners or the developer in this behalf.

7.9. As and when the date of service of notice of possession of the owners' allocation and formation of occupiers association the owners shall also be responsible to pay and bear and snail forthwith pay to the association the service charges for the common facilities in the new building payable in respect of the owners' allocation. Such charges are to include proportionate share of premium for the insurance of the building water, fire and scavenging charges and taxes, light, sanitation, renovation, replacement, repair and maintenance charges and expenses for the building and of the all common wirings, pipes, electrical and mechanical equipments, pumps, motors and other electrical and

mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, gardens, path-ways and other facilities whatsoever a may be mutually agreed from time to time.

7.10. Any transfer relating to any portion of the owners' allocation in the new building shall be subject to the provisions contained hereto and the respective transferee shall be responsible to honour all the terms and conditions hereof without raising any objection thereof.

7.11. Both the developer and the owners herein shall enjoy their respective allocations/proportions in the said multi storied building/buildings forever with absolute right and title to hold, use, occupy, enjoy transfer, sale gift and assign the same in any manner they like and such rights and title of the parties hereto in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-VIII

COMMON RESTRICTIONS

The Owners allocation in the proposed building shall be subject to the same restrictions as are applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which shall include the following:

Utpal Nayak

8.1. Neither party hereof shall use their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor shall use the same in such manner which might have cause any nuisance or hazardous to the other occupiers of the building.

8.2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration or any portion thereof without the written consent of the other co-owners and occupiers of the building and permission from the competent authority of South Dum Dum Municipality in this behalf.

8.3. Both the owners and developer shall keep the interior walls, floors, sewerage, drains, pipes and other fittings and fixtures of their respective allocations in the building in good habitable condition so the same may not cause any damage to the building.

8.4. No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the movement of users of the corridors and other places of common use in the building.

8.5. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

ARTICLE-IX
OWNERS' OBLIGATION

9.1. The owners doth hereby agree and covenant with the developer not to cause any interference or hindrance in the lawful construction of the said ground plus nine storied building/buildings at the said premises.

9.2. The owners doth hereby further covenant with developer not to do any act, deed or things whereby the developer may be prevented from selling, assigning and/or disposing of any of the developer's allocated portion in the building at the said premises in favour of the intending purchaser/purchasers of flat/flats in the said building.

9.3. The owners doth hereby agree and covenant with the developer not to let out, grant lease, mortgage and/or charges or part with possession of the said premises or any portion thereof without the consent in writing of the developer with effect from the date of the present agreement hereof.

9.4. The owners hereto will have no right, authority and power to terminate and/or rescind the present agreement within the stipulated

period of construction of the multi storied building/buildings i.e. within 50 months from the date of execution of this agreement. However any notice of termination of the present agreement if being made by the owners the same shall be issued at least within 3 months notice period upon the developer.

9.5. The owners hereto undertake not to create any kind of charge of mortgage including that of equitable mortgage by depositing the title deed of the said premises/lands or any portion thereof at any time during the subsistence of the present agreement.

ARTICLE-X

DEVELOPER'S OBLIGATIONS

10.1. The developer hereby agrees and covenants with the owners not to transfer and/or assign the benefits of the present agreement or any portion thereof to any third party without the consent in writing of the owners.

10.2. The developer hereby agrees and covenants with the owners not to violate or contravene any of the provisions of the building rules as applicable for construction of the said multi storied building/buildings.

10.3. The developer hereby further agrees and covenants with the owners to do any act, deed or thing whereby the owners are prevented from

period of construction of the multi storied building/buildings i.e. within 50 months from the date of execution of this agreement. However any notice of termination of the present agreement if being made by the owners the same shall be issued at least within 3 months notice period upon the developer.

9.5. The owners hereto undertake not to create any kind of charge of mortgage including that of equitable mortgage by depositing the title deed of the said premises/lands or any portion thereof at any time during the subsistence of the present agreement.

ARTICLE-X

DEVELOPER'S OBLIGATIONS

10.1. The developer hereby agrees and covenants with the owners not to transfer and/or assign the benefits of the present agreement or any portion thereof to any third party without the consent in writing of the owners.

10.2. The developer hereby agrees and covenants with the owners not to violate or contravene any of the provisions of the building rules as applicable for construction of the said multi storied building/buildings.

10.3. The developer hereby further agrees and covenants with the owners to do any act, deed or thing whereby the owners are prevented from

enjoying selling assigning and/or disposing of any part or portion of the owners allocation in the said building.

10.4. The developer hereby also agrees not to part with possession of the developer's allocation or any part or portion thereof unless the 18 flats of the owners allocation as specified. In the schedule B written hereunder are delivered to the owners provided however it will not prevent the developer from entering into any agreement for sale or transfer or to deal with the developer's allocation and it is made clear that the owners shall remain bound to execute all agreement for sale or transfer concerning developer's allocation of so required by the developer.

ARTICLE-XI
OWNERS' INDEMNITY

11.1. The owners hereby undertake that the developer shall be entitled to do all necessary works for completion of the construction work of the said multi storied building/buildings and shall enjoy its allocated space without any interference or disturbances on the part of the owners and their agents provided the developer perform and fulfils all the terms and conditions herein contained.

ARTICLE-XII**DEVELOPER'S INDEMNITY**

12.1. The developer hereby undertakes to keep the owners indemnified against all their party claims and actions arising out of any sort of act or commissions of the developer in relation to the making of construction of the said building.

ARTICLE-XIII**MISCELLANEOUS**

13.1. The owners and the developer have entered into the present agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the parties hereto construe as association of persons.

13.2. The developer already paid to the owners a sum of Rs.1,00,000/- as interest free non-refundable security deposit signing of this development agreement.

13.3. The developer will take the responsibility to vacate/settle with the existing tenants at his own risk, costs which he think fit and proper.

13.4. It is understood that from time to time to facilitate the construction work of the building by the developer various deeds, matters and things

not herein specified may be required by the developer for which the developer may need other documents relating which specific provisions have not been mentioned herein and to meet up such situation the owners doth hereby undertake further that, they and each of them if required, severally and jointly shall extend ~~their~~ hands of fullest cooperation in the matter as far as practicable according to law and circumstances.

utpal Maibh

13.5. The owners and the developer hereby agree to abide by all the rules and regulations to be framed by any society/association who will be in charge of management of the affairs of the building and/or common parts/arcs thereof and hereby give their consent to abide by such rules and regulations.

13.6. The name of the building has been agreed and decided by the parties to be "SARJU ENCLAVE".

13.7. Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the developer by the owners or shall create any right, title or interest in respect thereof in favour of the developer other than an exclusive license in favour of the developer to develop the same in terms of these presents PROVIDED HOWEVER the developer will be entitled to borrow monies

from any Bank or Banks or from any individual or financial institutions or from any financier for the purpose of completion of the construction work of the said building without creating and charge or financial liability on the owners or affecting their estate and interest in the said premises and it being expressly agreed and understood that in no event the owners nor any part of their estate shall be responsible and/or made liable for payment of any dues to such Bank or Banks, financial institutions/financier.

13.8. It is hereby made clear that notwithstanding anything contained herein the owners shall remain bound to sign and execute necessary deed of conveyance/conveyances in favour of the prospective purchaser/purchasers of flats and other units/spaces fallen under developer's allocation as and when called for by the developer. The owners in all such conveyance/conveyances however, shall not claim or be entitled to claim and/or demand any amount towards the value of the proportionate share of the land or towards the value of the constructed. Failing which the developer has every right to sign, execute any type of sale agreement/agreements deed of conveyance to any intending purchaser/purchasers at his own choice except the owner's allocation which written above.

ARTICLE-XIV
FORCE MAJEURE

14.1. The parties hereto shall not be considered to be liable for any obligation performance of which would have been prevented by the existence of the FORCE MAJEURE and shall be suspended from the obligation during the duration of the Force Majeure.

14.2. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, strike and/or other act or commission beyond the control of the parties hereto.

14.3. If the construction and completion of the building is delayed beyond the period of 50 months from the date of signing of the agreement in that case the owners either cancel the agreement or allow the developer to complete the work of construction as per progress of the project as per the then relation.

ARTICLE-XV
PENAL CLAUSE

15.1. Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning construction or import of this agreement or their respective rights and liabilities as per this agreement shall be adjudicated by reference to

arbitration under the provisions of the Arbitration and Conciliation Act, 1996.

15.2. Notwithstanding the arbitration clauses as referred to hereinabove, the right to sue specific performance of this contract by any part against the other as per the terms of this agreement shall remain unaffected.

ARTICLE-XVI
JURISDICTION

16.1. The courts of North 24th Parganas alone shall have been the jurisdiction to entertain and determine all actions, suits and proceedings arising out of the present agreement between the parties herein.

THE FIRST SCHEDULE OF THE ENTIRE PROPERTY
ABOVE REFERRED TO

ALL that the piece and parcel of Bastu land measuring an area of 1 bigha 5 cottaha, be the same a little more or less, together with 1000 sq.ft. old dilapidated structure lying and situate at 35 (old), 98 (New) Shyam Nagar Road, now known as Gouri Nath Sastri Sarani, Municipal Holding No.196(old), 368 (new), Ward No.27, P.O. Bangur Avenue, P.S. Dum Dum, Mouza Sabek Krishnapur, Hal-Shyamnagar, J.L. No.17, Hal 32/20, Touzi No.228/229, R.S. Khatian No.180, Dag No.2298, 2299, Hal 1004, 1005, Khatian No.161, Hal - 112, L.R. Khatian No.782 to 806, P.S. Dum Dum under South Dum Dum Municipality in the District of 24 Parganas (South) butted and bounded as under:

ON THE NORTH

: By Shyamnagar Road;

ON THE SOUTH

: By land and building of Patiram Mondal (now Gopal Mondal & others);

ON THE EAST

: By land of Nandalal Das (now Paresh Chandra Sen and others)

ON THE WEST

: By land of Nagendra Mitra (now Smt. Annapurana Ghosh and others);

SECOND SCHEDULE REFERRED TO ABOVE

OWNERS' ALLOCATION: shall mean 18 flats admeasuring about 1000 sq.ft. each covered area total 18,000 sq.ft. which consists 4 flats being Flat No.B on the 1st floor, 3rd floor, 5th floor and 7th floor in the Block-A South East Corner (Middle Portion) and another 5 flats being No.E on the 1st floor, 3rd floor, 5th floor and 7th floor in the Block-A, South West Corner middle portion another 9 flats situated on the South West Corner right side of Block-B being Flat No.E on the 1st floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor, 7th floor, 8th floor, and 9th floor in the said Multi storied building complex which namely "SARJU ENCLAVE" along with proportionate facilities and amenities.

SCHEDULE OF WHICH DISTRIBUTED AS FOLLOWS:-

1. **SHRI PANCHU GOPAL JAISWAL** will get Flat No. E, 2nd floor, Block - A & Flat No.E, 5th Floor Block - B.
2. **SHRI DILIP KUMAR JAISWAL** will get Flat No. B, 7th floor, Block - A & Flat No.E, 4th Floor, Block - B.
3. **SHRI ASHOK JAISWAL** will get Flat No. E, 3rd floor, Block - A & Flat No.E, 8th Floor, Block - B.

4. **SHRI RAJNATH JAISWAL** will get Flat No. B, 1st floor, Block - A & Flat No.E, 9th Floor, Block - B.
5. **SHRI JAY PRAKASH JAISWAL** will get Flat No. B, 3rd floor, Block - A & Flat No.E, 7th Floor, Block - B.
6. **SHRI HARIPRASAD JAISWAL** will get Flat No. E, 5th floor, Block - A & Flat No.E, 1st Floor, Block - B.
7. **SHRI MANOJ KUMAR JAISWAL** will get Flat No. E, 7th floor, Block - A & Flat No.E, 2nd Floor, Block - B.
8. **SHRI PROMODE KUMAR JAISWAL** will get Flat No. E, 1st floor, Block - A & Flat No.E, 6th Floor, Block - B.
9. **SHRI SAROJ KUMAR JAISWAL** will get Flat No. B, 5th floor, Block - A & Flat No.E, 3rd Floor, Block - B.

DEVELOPER'S ALLOCATION under the present agreement shall mean and except said 18 flats of owner's allocation all other floors, flats, shop, car parking space of the said ground plus nine storied building complex namely "SARJU ENCLAVE".

THE THIRD SCHEDULE
SPECIFICATION OF OWNERS FLATS

1. **R.C.C. BRICKS WORKS:** Brick works 8" outside the flat, 5" flat to flat partition wall, 3" inside partition of flat.
2. **PLASTERING FLOORING:** 1" thick inside and outside of the flat all floor will be vitrified tiles, floor of toilets and kitchen will be antiskid tiles.
3. **ELECTRIFICATION :** All electric lien will be concealed and security deposit of electricity paid by the landowners for their individual meter and in bed room three light, one fan point, one 5 amp plug point in drawing and dining space 04 light points, two fan points, one T.V. point, one fridge point, one cable point, one telephone point, one 15amp plug point in toilets, one light point, one Exhaust fan point in one toilet one geyser point in kitchen one light point, one exhaust fan point, one 15 amp plug point in balcony one light point and one 5 amp plug point one door bell point will be provided in outside of the Main door.

4. **PLUMBING SANITARY** : All plumbing will be concealed by 1/2" P.V.C. Gold Pipe. In common toilet one white commode with flasher, one basin with bibcock will be provided beside commode, one shower, in attached toilets one commode with flasher and one bibcock, one flasher, one tap for cold water and one tap for hot water and one geyser line in any one toilets. In kitchen black stone cooking platform attached with black stone sink and 4" height glazed tiles over the cooking platform, one bibcock fit over the sink and one bibcock will be provided under the sink. wall of kitchen will be 4" height glazed tiles, one bibcock will be provided at balcony. All sewerage line will be SUPREME made P.V.C. pipe and fittings.

5. **PAINTS** : Inside the flat plaster of paris, outside the building will be weather coat paints.

6. **DOOR** : All doors frame will be 4" x 3" size Malaysia Sal and all palla will be I.S.I. standard flush door and door palla of both toilets, P.V.C. compact flush door.

7. **DOOR FITTINGS** : All door palla fittings will be I.S.I standard modern fittings.

8. **WINDOWS** : All window will be Aluminum sliding window with M.S. Grill.
9. **BALCONY** : One M.S. made Railing will be provided upto 36" height.
10. **DRINKING WATER** : One type of drinking water will be arrange from Municipal connection which store at underground reservoir (if available) and another will be arrange from Deed Tube well which collect and store at overhead water reservoir and distribute in flat by P.V.C pipe.
11. **LIFT** : Two nos. Five passenger lift will be provided in each block.

NOW BY THESE PRESENTS we do hereby jointly and severally nominate, constitute and appoint to **SHRI UTPAL MAITY**, son of Late G.B. Maity residing at 40/1, Dum Dum Park, P.S. Lake Town, Kolkata - 700 055 and carrying his sole proprietorship business run under the name and style of **PARK PROPERTIES** the true and lawful attorney and to do so for on our behalf of the above **PARK PROPERTIES** and to look after and to control all affair in respect of the property mentioned in the schedule written hereinabove as per terms and conditions mentioned in the above Development Agreement.

AND WHEREAS as per the said Development Agreement we would hand over the peaceful possession of our schedule land to the said developer who would develop the said land as mentioned in the schedule written hereunder by constructing multi storied or high rise building as per plan sanctioned by Authority Concern and to take all necessary steps for development and to sell of the entire property except owners allocation and for the above purpose it has become necessary to appoint the said **SHRI UTPAL MAITY**, the sole proprietor of **PARK PROPERTIES** having registered office at 638, Dum Dum Park, P.O. Bangur Avenue, P.S. Lake Town, Kolkata - 700 055 District 24 Parganas (North) and to execute and perform all or any of the following acts, deeds, matters and things viz.

1. To defend possession, manage and maintain of the said premises including the building to be constructed thereon on our behalf.

2. To appear and represent us in the South Dum Dum Municipality, Calcutta Electric Supply Corporation, Kolkata Metropolitan Development Authority, Income Tax Department Authorities under the town and Country Planning Act, B.L. & L.R.O. and L.A. Office to file any statement or written objection Affidavit-in-opposition/reply etc. and before all other statutory and local bodies and/or authorities as and when necessary for the purpose of and/or in connection with construction of a building over and above the said premises in our name and on our behalf.

3. To prepare building plans for development of the said property described in the schedule written hereunder and for sanctioning the building plan all relevant papers regarding this land for signing, the attorney will be sign in all papers, documents, on behalf of the Principals/Owners and submit the same before the Chairman of South Dum Dum Municipality or higher authority for obtaining approval of high rise building of the same and also to be revised plan to be submit from time to time for modification authentication and rectification of the building in respect of the schedule property to be constructed on the said property to and also to sign and submit the same before the Authority Concern.
4. To supervise the Development work and to carry out and/or to get carried out through contractors, Architects, Structural Engineer and Surveyors as may be required by the said Attorneys construction of the proposed building on the said property in accordance with the plans and specifications sanctioned by the appropriate authorities.
5. To carry on correspondence with and represent before all concerned authorities in connection with the development of the said property also

with negotiate with the existing occupiers/tenants with understanding of the same.

6 To approach different authorities, Government and Semi-Government offices for the purpose of obtaining various permission, and shall have right to adjoin land to amalgamate the same into the single holding and to gift of the land under schedule property to the Municipality and/or by the same and other service connections including water and electricity for C.E.S.C. of carrying out and completing the development of the said property and construction of building thereon to be made.

7 To appear before the Government of West Bengal in various departments and also for the Municipal Authority and all concerned Authorities for the purpose of obtaining necessary "No Objection Certificate" and/or permission and/or sanction in regard to the carrying out construction of the said building and completion thereof.

8 To appear before the office of Municipality for mutation and also with land ceiling clearance if necessary in respect of the schedule property in the name of the landowner and to sign all documents and to submit before the concerned authorities and also to collect the same from the concerned authorities of our behalf.

9 To do all acts, deeds, matters and things in respect of the said property for the purpose of construction and completion of the building on

the said plot of land, which is more fully and particularly described in the schedule written hereunder.

10. To negotiate on terms and enter into agreement for sale or otherwise to deal with and dispose of the several all residential flats and garage space and commercial space to be constructed and to receive consideration from the intending purchasers thereof and to give proper and lawful discharge for the same

11. To appear and to act in any Government functionaries or South Dum Dum Municipality and to sign, execute, verify and file plaints, written statements, written objections and petitions, appeals, revision and review petitions and accept services pleaders, Advocates and to discharge or terminate the same.

12. To appear and present the sale deed and agreement for sale or other deed or deeds registration and admit on execution before the ADSR at Cossipore Dum Dum, North 24 Parganas and District Registrar North 24 Parganas, Barasat or Registrar of Assurance-IV, Kolkata or any other authority having jurisdiction for to have the said Deed or Deeds registered or have to registered and peaceful all such agreement for sale, instruments and other such writings executed by our said attorney relating to sale of residential flats, units and/or spaces of the building constructed on our said premises and to do all acts, deeds and things which our said

attorneys or attorney shall consider our undermentioned schedule of property as fully and effectually as we could do the same ourselves.

13. To issue letters and writings and/or undertaking as may be required from time to time, by the South Dum Dum Municipality Authority and/or other concerned authorities for the purpose of carrying out the development work in respect of the said property.

14. GENERALLY TO DO AND PERFORM all acts, deeds, matters and things necessary and covenant for all or any of the purposes aforesaid and effectually as we could do.

15. AND WE HEREBY AGREE to rectify and confirm whatsoever the said attorney shall do in the premises by virtue of these and we shall enforce this power of attorney for conveying the undermentioned schedule property and effectually do the same free from all encumbrances relating thereto.

MEMO OF CONSIDERATION

Received by the within named Owners signing as under a sum of Rs.1,00,000/- (Rupees one lakh) only from the within named Developer in cash in Indian Currencies.

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

SIGNED AND DELIVERED
By the PARTIES at Kolkata
In the presence of:

Aroke Bhosmia
Late Bhumanga Bhosmia
78 Mullica Daba Lane
KOL-55

2.

Savitri Ray

1/0 Kamlesh Ray
98, Shyam Nagar Road
KOL-55

1. Ranesh Gopal Jaiswal

2. Dilip Kumar Jaiswal

3. Ashok Kumar Jaiswal

4. शशिनाथ सायन शर्मा

5. लक्ष्मण प्रसाद सायन शर्मा

6. देवे प्रसाद सायन शर्मा

Mangy Kum Jaiswal

7. Premod Kumar Jaiswal

8. Suresh Kumar Jaiswal

9. परमाजी सायन शर्मा

10. दुर्गा देवी जयसवाल

11. Nirmala Devi Jaiswal

12. Geeta Jaiswal

13. नीमता देवी

14. गीता देवी

15. उर्मिला देवी जयसवाल

16. 3

17. Sangita Devi Jaiswal

18. विद्यासागर जयसवाल

19. Sunil Kumar Jaiswal

20. Anil Kumar Jaiswal

21. Sudhir Kumar Jaiswal

25. Babita Jaiswal

Sabita Gupta Jaiswal

24. Sarita Jaiswal

22. गीता ना देवी जयसवाल

1. Anke Bhosmic

3. Anurag Roy

SIGNATURE OF THE OWNERS

PARK PROPERTIES

Utpal Maity

Proprietor

SIGNATURE OF THE DEVELOPER

Kept her in the head of
and explained by

(C.C. Banyan)
H/20 C.C. at Kalkata
F 919/1242 of 1991.

Thumb

1st Finger

Middle Finger

Ring Finger

Small Finger



left hand



right hand



Name

Panchu Gopal Jain

Thumb

1st Finger

Middle Finger

Ring Finger

Small Finger



left hand



right hand



Name

Dilip Kumar Jaiswal

Thumb

1st Finger

Middle Finger

Ring Finger

Small Finger



left hand



right hand



Name

Ashok Kumar Jaiswal

Thumb

1st Finger

Middle Finger

Ring Finger

Small Finger



left hand

right hand



Name

श्री प्रसाद सायरायल

Signature

Thumb

1st Finger

Middle Finger

Ring Finger

Small Finger



left hand

right hand



Name

श्री प्रसाद सायरायल

Signature

Thumb

1st Finger

Middle Finger

Ring Finger

Small Finger



left hand

right hand



Name

श्री प्रसाद सायरायल

Signature

Thumb 1st Finger Middle Finger Ring Finger Small



left hand					
right hand					

Name
Signature *May Kumar Jaiswal*

Thumb 1st Finger Middle Finger Ring Finger Small



left hand					
right hand					

Name *Promod Kumar Jaiswal*
Signature

Thumb 1st Finger Middle Finger Ring Finger Small



left hand					
right hand					

Name
Signature *Long Kumar Jaiswal*

Thumb

1st Finger

Middle Finger

Ring Finger

Small Finger



left hand



right hand



Name

Signature

Handwritten signature in Devanagari script.

Thumb

1st Finger

Middle Finger

Ring Finger

Small Finger



left hand



right hand



Name

Signature

Handwritten signature in Devanagari script.

Thumb

1st Finger

Middle Finger

Ring Finger

Small Finger



left hand



right hand



Name

Signature

Handwritten signature: Nirmala Devi Jaiswal



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

Name: Greta Jaiswal



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


Name: वीमता देवी



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

Name: उर्मिला देवी जयसवाल

Thumb 1st Finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature *Sansel Kumar Jaiswal*

Thumb 1st Finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature *Anil Kumar Jaiswal*

Thumb 1st Finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature *Sushil Kumar Jaiswal*

Thumb Index Finger Middle Finger Ring Finger Little Finger

left hand

right hand

मायरी देवी जयसवाल

Thumb Index Finger Middle Finger Ring Finger Little Finger

left hand

right hand

Name

Signature: Sabita Guptha Jaiswal

Thumb Index Finger Middle Finger Ring Finger Little Finger

left hand

right hand

Name

Signature: Savita Jaiswal

Thumb

1st finger

middle finger

ring finger

small



left hand



right hand



Name

Signature Babita Jaiswal

Thumb

1st finger

middle finger

ring finger

small



left hand



right hand



Name

Signature Utpal Maity

Thumb

1st finger

middle finger

ring finger

small



left hand

right hand

Name

SOUTH DUM DUM MUNICIPALITY

NAGER BAZAR, KOLKATA-700 074

Occupancy Certificate

From : Chairman
South Dum Dum Municipality
Nager Bazar, Kolkata

Date 28.12.2020
Office Ref. No. and Date, if any
SDM/52/PWD-B/xvi

To Smt. Pravadati Shaha & Others
368, Gouri Nath Shastri Sarani
Kolkata-700055
(Name and address of the applicant)

Subject :
Grant of Occupancy Certificate under
sub-rule (2) of rule 34 of West Bengal
Municipal (Building) Rules, 2007.

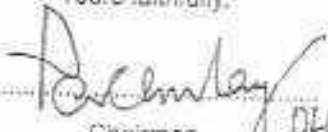
Building Particulars : Premises No. and Street.....
Gouri Nath Shastri Sarani
Ward No. 27

Sir,

With reference to your notice of completion dated 30.03.2020 I hereby certify that the building as per description below on (Plot No.) Holding No.
368 Street Gouri Nath Shastri Sarani
Ward No. 27 in respect of which plans were sanctioned vide Building Permit No. 300 (16-17) dated 28.11.2016 (for Eight storied building) and also building permit No. 963 (17-18) dated 27.07.2019 (Revised for Seven storied building), has been inspected with reference to the provision of the Building Rules, under the West Bengal, Municipal Act, 1993. On the basis of the same and on the strength of the Structural Stability Certificate, this building is certified to be fit for occupation.

Type of construction - III (B) (i) (vi) Stored O.C. for Tom std Bldg.
Use of Building-Residential / Commercial / Institution / Residential-cum-Commercial / Industrial
Description - R.C.C. framed structure/Brick build structure with R.C.C. roof stable shed.

Yours faithfully,


Chairman 04.02.21
South Dum Dum Municipality

Assessment No: 17/4411507846 Old No: 47/101

Receipt No: 28030751/17/2021

Date: 2022/01/28

Name of the Assessee: SRI PRAVAVATI SHAW & ORS

Ward No: 27

Locality/Street: GOURI NATH SHASTRI SARANI

Bill Receipt No

Received the sum of Rs 94069.00 (in words) NINETY-FOUR THOUSAND SIXTY-NINE ONLY on account of property tax and surcharge as detailed below:

	Details of Arrear Received (Year wise)					Current (2020-2021)					Total Amount
	Year (others)	2017-2018	2018-2019	2019-2020	Total Arrear	1st Qtr Amount April - June	2nd Qtr Amount July - Sep	3rd Qtr Amount Oct - Dec	4th Qtr Amount Jan - March		
Property Tax	0.00	8120.00	12200.00	12200.00	32520.00	5160.00	0.00	0.00	0.00	64180.00	
Rebate On Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Surcharge Amt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Interest	0.00	2605.18	2795.82	1474.18	6875.18	3013.50	0.00	0.00	0.00	9884.68	
Total Amount										94069.68	
Round-off Amount										0.32	
Net Amount										94069.00	

Payment Mode: Cash, Receipt: 28030751/17/2021

Collecting Sarkar/Revenue: VAA GRANT (2021/1/2021)

Paid At: Municipality



[Handwritten Signature]

भारतीय गैर न्यायिक

दस
रुपये

₹.10

भारत

TEN
RUPEES

Rs.10

INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

13AB 618175

13814
(4)

No (a)	2.50
G (b)	4.00
Xerox	11.00
Plan	5.00
Total	32.50

COST OF FEES

Name	R.N. Middy
F (i)	2.00
F (ii)	2.00
G (a)	21.50
G (b)	4.00
Xerox	11.00
Plan	5.00
Stamp	10.00
G.S.	10.00
Total	41.50

Board Keeper, Alipore
C.B.S. R. Records
21-08-2017

24/8/17

C.B.S. R. Records, Alipore
24/8/17



1873
 1874
 1875
 1876
 1877
 1878
 1879
 1880
 1881
 1882
 1883
 1884
 1885
 1886
 1887
 1888
 1889
 1890
 1891
 1892
 1893
 1894
 1895
 1896
 1897
 1898
 1899
 1900

1873
 1874
 1875
 1876
 1877
 1878
 1879
 1880
 1881
 1882
 1883
 1884
 1885
 1886
 1887
 1888
 1889
 1890
 1891
 1892
 1893
 1894
 1895
 1896
 1897
 1898
 1899
 1900

1873	1874	1875	1876	1877	1878	1879	1880	1881	1882	1883	1884	1885	1886	1887	1888	1889	1890	1891	1892	1893	1894	1895	1896	1897	1898	1899	1900
...

1873
 1874
 1875
 1876
 1877
 1878
 1879
 1880
 1881
 1882
 1883
 1884
 1885
 1886
 1887
 1888
 1889
 1890
 1891
 1892
 1893
 1894
 1895
 1896
 1897
 1898
 1899
 1900

1873
 1874
 1875
 1876
 1877
 1878
 1879
 1880
 1881
 1882
 1883
 1884
 1885
 1886
 1887
 1888
 1889
 1890
 1891
 1892
 1893
 1894
 1895
 1896
 1897
 1898
 1899
 1900

1. Survey the ...
 2. ...
 3. ...
 4. ...
 5. ...
 6. ...
 7. ...
 8. ...
 9. ...
 10. ...
 11. ...
 12. ...
 13. ...
 14. ...
 15. ...
 16. ...
 17. ...
 18. ...
 19. ...
 20. ...
 21. ...
 22. ...
 23. ...
 24. ...
 25. ...
 26. ...
 27. ...
 28. ...
 29. ...
 30. ...
 31. ...
 32. ...
 33. ...
 34. ...
 35. ...
 36. ...
 37. ...
 38. ...
 39. ...
 40. ...
 41. ...
 42. ...
 43. ...
 44. ...
 45. ...
 46. ...
 47. ...
 48. ...
 49. ...
 50. ...
 51. ...
 52. ...
 53. ...
 54. ...
 55. ...
 56. ...
 57. ...
 58. ...
 59. ...
 60. ...
 61. ...
 62. ...
 63. ...
 64. ...
 65. ...
 66. ...
 67. ...
 68. ...
 69. ...
 70. ...
 71. ...
 72. ...
 73. ...
 74. ...
 75. ...
 76. ...
 77. ...
 78. ...
 79. ...
 80. ...
 81. ...
 82. ...
 83. ...
 84. ...
 85. ...
 86. ...
 87. ...
 88. ...
 89. ...
 90. ...
 91. ...
 92. ...
 93. ...
 94. ...
 95. ...
 96. ...
 97. ...
 98. ...
 99. ...
 100. ...

1. ...
 2. ...
 3. ...
 4. ...
 5. ...
 6. ...
 7. ...
 8. ...
 9. ...
 10. ...
 11. ...
 12. ...
 13. ...
 14. ...
 15. ...
 16. ...
 17. ...
 18. ...
 19. ...
 20. ...
 21. ...
 22. ...
 23. ...
 24. ...
 25. ...
 26. ...
 27. ...
 28. ...
 29. ...
 30. ...
 31. ...
 32. ...
 33. ...
 34. ...
 35. ...
 36. ...
 37. ...
 38. ...
 39. ...
 40. ...
 41. ...
 42. ...
 43. ...
 44. ...
 45. ...
 46. ...
 47. ...
 48. ...
 49. ...
 50. ...
 51. ...
 52. ...
 53. ...
 54. ...
 55. ...
 56. ...
 57. ...
 58. ...
 59. ...
 60. ...
 61. ...
 62. ...
 63. ...
 64. ...
 65. ...
 66. ...
 67. ...
 68. ...
 69. ...
 70. ...
 71. ...
 72. ...
 73. ...
 74. ...
 75. ...
 76. ...
 77. ...
 78. ...
 79. ...
 80. ...
 81. ...
 82. ...
 83. ...
 84. ...
 85. ...
 86. ...
 87. ...
 88. ...
 89. ...
 90. ...
 91. ...
 92. ...
 93. ...
 94. ...
 95. ...
 96. ...
 97. ...
 98. ...
 99. ...
 100. ...

1. ...
 2. ...
 3. ...
 4. ...
 5. ...
 6. ...
 7. ...
 8. ...
 9. ...
 10. ...
 11. ...
 12. ...
 13. ...
 14. ...
 15. ...
 16. ...
 17. ...
 18. ...
 19. ...
 20. ...
 21. ...
 22. ...
 23. ...
 24. ...
 25. ...
 26. ...
 27. ...
 28. ...
 29. ...
 30. ...
 31. ...
 32. ...
 33. ...
 34. ...
 35. ...
 36. ...
 37. ...
 38. ...
 39. ...
 40. ...
 41. ...
 42. ...
 43. ...
 44. ...
 45. ...
 46. ...
 47. ...
 48. ...
 49. ...
 50. ...
 51. ...
 52. ...
 53. ...
 54. ...
 55. ...
 56. ...
 57. ...
 58. ...
 59. ...
 60. ...
 61. ...
 62. ...
 63. ...
 64. ...
 65. ...
 66. ...
 67. ...
 68. ...
 69. ...
 70. ...
 71. ...
 72. ...
 73. ...
 74. ...
 75. ...
 76. ...
 77. ...
 78. ...
 79. ...
 80. ...
 81. ...
 82. ...
 83. ...
 84. ...
 85. ...
 86. ...
 87. ...
 88. ...
 89. ...
 90. ...
 91. ...
 92. ...
 93. ...
 94. ...
 95. ...
 96. ...
 97. ...
 98. ...
 99. ...
 100. ...

L & L R
S B P E

9697173

খাজনার দাখিলা এবং বিবিধ তলব
প্রজার অংশ

১। কোলাকর নাম	২। খালার নাম ও পত্রাঙ্কনং	৩। সরকারের নাম ও তহশীল চক্র নং	৪। ভূমিসহায়কের রাসিদ নং
উত্তর হুগলি	দুবুর	৩য় পত্রাঙ্কনং - ২	৩১৭
৫। কোলাকর নাম ও পত্রাঙ্কনং	৬। আবাদদার	৭। খতিয়ান নং	৮। দাগ নং
উত্তর হুগলি		১১২	২০০৪ ২০০৫
৯। জমির পরিমাণ		১০। প্রকার নাম ও লিডার/স্বামীর নাম ও সঠিক	
৪১৭৭২		১১। কাছার খানা (কাছানা) দাখিল হইয়াছে	
৫০০০ হুগলি (সাত) ক্রা.		১২। কাছার/স্বামীর নাম - কাছ	

প্রজার উপর সালিয়ানা তলব ১০০০ - ২২০০

সাল	খালার নাম	সার চার্জ	সরাসরি	পত্র নং	বিভাগ	বিবিধ		গ্রামীণ কমিউনালের অধিনে সের		মোট
						খাল সালের লাইসেন্স ফি ১৭ (ক)	অন্যান্য ১৭ (খ)	সার চার্জ ১৮ (ক)	সের ১৮ (খ)	
১০০		১০	১০	১০	১০					

ওয়ারশীল

দিন	সালের	প্রথম	দ্বিতীয়	খাল	সের	মোট
তারিখ	সালের	সালের	সালের	সালের	সালের	সালের
১৯৮৫	১৯৮৫	১৯৮৫	১৯৮৫	১৯৮৫	১৯৮৫	১৯৮৫
১৯৮৬	১৯৮৬	১৯৮৬	১৯৮৬	১৯৮৬	১৯৮৬	১৯৮৬
১৯৮৭	১৯৮৭	১৯৮৭	১৯৮৭	১৯৮৭	১৯৮৭	১৯৮৭
১৯৮৮	১৯৮৮	১৯৮৮	১৯৮৮	১৯৮৮	১৯৮৮	১৯৮৮
১৯৮৯	১৯৮৯	১৯৮৯	১৯৮৯	১৯৮৯	১৯৮৯	১৯৮৯
১৯৯০	১৯৯০	১৯৯০	১৯৯০	১৯৯০	১৯৯০	১৯৯০
১৯৯১	১৯৯১	১৯৯১	১৯৯১	১৯৯১	১৯৯১	১৯৯১
১৯৯২	১৯৯২	১৯৯২	১৯৯২	১৯৯২	১৯৯২	১৯৯২
১৯৯৩	১৯৯৩	১৯৯৩	১৯৯৩	১৯৯৩	১৯৯৩	১৯৯৩
১৯৯৪	১৯৯৪	১৯৯৪	১৯৯৪	১৯৯৪	১৯৯৪	১৯৯৪
১৯৯৫	১৯৯৫	১৯৯৫	১৯৯৫	১৯৯৫	১৯৯৫	১৯৯৫

Ref No. 685
R/R No. 880
19.8.1996
19.8.1996

খাল সালের লাইসেন্স ফি
অন্যান্য
সার চার্জ
সের
মোট

১৯৯৬ ১৯৯৬ ১৯৯৬ ১৯৯৬ ১৯৯৬ ১৯৯৬ ১৯৯৬
১৯৯৭ ১৯৯৭ ১৯৯৭ ১৯৯৭ ১৯৯৭ ১৯৯৭ ১৯৯৭
১৯৯৮ ১৯৯৮ ১৯৯৮ ১৯৯৮ ১৯৯৮ ১৯৯৮ ১৯৯৮
১৯৯৯ ১৯৯৯ ১৯৯৯ ১৯৯৯ ১৯৯৯ ১৯৯৯ ১৯৯৯
২০০০ ২০০০ ২০০০ ২০০০ ২০০০ ২০০০ ২০০০



GOVERNMENT OF WEST BENGAL
OFFICE OF THE BLOCK LAND & LAND REFORMS OFFICER, BARRACKPORE
95 BARRACKPORE TRUNK ROAD, SODEPORE, PANIHATI, KOLKATA - 700 011

Memo No. Conv/ 072/BLRO/BKP-II/SODEPORE

CERTIFICATE OF CONVERSION

Sri Surju Ram
S/o. Dhora Ram

With Permission for Conversion Change of Character or use of Land as prayed

Conversion Case No: - 01149 /14 dt. 08/07/2015

Permission is hereby accorded to change the character or use of land or conversion of the land shown in the schedule below u/s 4 C(2) of the W.B.L.R Act, 1955, read with rule 166(1) of the W.B.L & LR Manual, 1991 on condition that the applicant shall not change that character of the land or use of it for any purpose other than what is noted under Col. 7 of the schedule below without prior written permission of the collector or the undersigned and shall abide by all the provisions of W.B.L.R. Act 1955, as amended from time to time that the permission

- i. Is without prejudice to any of the provisions of Chapter II B of W.B.L.R Act, 1955 (West Ben. Act. of 1955)
- ii. Is without prejudice to the provisions of sub-section (3) of section 6 of the W.B.L.R Act 1953 (West Ben. Act / of 1954)
- iii. Is without prejudice to the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (33 of 1976); and
- iv. Is without prejudice to the provisions of the West Bengal Town & Country (Planning & Development) Act, 1979 (West Ben. Act XIII of 1979).

The change of character or use of land conversion will take effect from the date of order.

SCHEDULE

POLICE STATION	MOUZA WITH J.L. NO.	KHATIAN NO.		PLOT NO.	
		Modified	R.S	R.S	LR
Dum Dum	Shyamnagar - 32/20	4879	112	1005	*****
AREA OF LAND CONVERTED (In Acre.)		PREVIOUS CLASSIFICATION OF LAND		CLASSIFICATION AFTER CONVERSION	
0.04		Doba			

Sastu
[Signature]
Collector u/s 4 C(2) of W.B.L.R. Act 1955 and
Block Land & Land Reforms Officer, Barrackpore - II
North 24 Parganas, Kolkata - 70 114

Memo No. Conv/ 072/1(1)/BLRO/BKP-II/SODEPORE

Date: 18/11/2015

Copy forwarded for information and necessary action:-

The Revenue Inspector is hereby advised to instruct the Dhuni Sahayak for correcting the concerned register and get the name authenticated by the RO/BL&LRO, after realizing upto date revenue (rent / cess) as mentioned above where necessary with arrears from the applicant

Revenue Officer appointed as
Prescribed authority U/s 50 of the WBLR Act, Barrackpore - II



उत्तर प्रदेश सरकार

GOVERNMENT OF

आरोग्य विभाग /

प्रमाणपत्र जारी करने वाले स्थानीय विकास का नाम

DEPARTMENT OF

(Name of local body issuing certificate)



मृत्यु प्रमाण-पत्र
DEATH CERTIFICATE

जन्म मृत्यु रजिस्ट्रीकरण अधिनियम, 1969 की धारा 12/17 तथा उत्तर प्रदेश जन्म मृत्यु रजिस्ट्रीकरण नियम (राज्य का नाम) के नियम 8/13 के अन्तर्गत जारी किया गया।
(संशोधित नियम को अधिनियमित किए जाने का वर्ष)

(issued under Section 12/17 of the Registration of Births and Deaths Act, 1969 and Rule 8/13 the Registration of Births and Death Rules. (Name of State) (Year of notifying the revised rules)

यह प्रमाणित किया जाता है कि निम्नलिखित सूचना मृत्यु के मूल लेख से ली गई है जो कि (स्थान का नाम) तहसील (तहसील का नाम) राज्य उत्तर प्रदेश के रजिस्टर में दर्ज है।

This is to certify that the following information has been taken from the original record of death which is the register for (local area/local body) of Tahsil/block of District State/Union Territory

नाम/Name: मिश्रा देवी लिंग / Sex: महिला
मृत्यु की तिथि / Date of Death: 08.08.2011 मृत्यु का स्थान / Place of Death: भारत
माता का नाम / Name of Mother: माता का नाम
पिता / पति का नाम / Name of Father/Husband: मिश्रा देवी
मृतक का मृत्यु के समय का पता / Address of deceased at the time of death: भारत का पता
स्थायी पता / Permanent address of deceased: भारत का पता

पंजीकरण संख्या/Registration No. जारी करने की तिथि/Date of issue

पंजीकरण दिनांक/Date of Registration. अधिकारी के हस्ताक्षर/Signature of the issuing authority प्राधिकारी का पता/Address of the issuing authority

मोहर/Seal
20.8.2011
आरोग्य विभाग

Temporary registration of every birth and death/प्रत्येक जन्म मृत्यु का रजिस्ट्रीकरण सुनिश्चित करें



No. 0310/11
PAGE 001

FORM 6
DEATH CERTIFICATE
(Issued under section 12/ section 17 of RBD Act 1969)
N.B.G. (T)

This is to certify that the following information has been taken from the original record of death which is the entry for (Local Area - Kolkata) of District - Kolkata of State - West Bengal.

Name : RAJKUMARI DEVI

Name of Father /Husband : W/O LT. RAMASHANKAR JAISWAL

Address : 45, HARTUKI BAGAN LANE P. S-BURTALLA
KOL-6
W. B.

Sex : FEMALE

Date of Death : 11/09/2010

Place of Death : 45, HARTUKI BAGAN LANE, P. S-BURTALLA

Registration No. : HQ012/2010/001213 , OLD REGN. NO. - 8106

Date of Registration : 11/09/2010

Date : 11/09/2010

Signature of the Issuing Authority
MCC-REGISTRAR
KOTALA BURNING BR
Kolkata Municipal Corporation

TH



S. N. Banerjee Road, Calcutta-700 015

THE CALCUTTA MUNICIPAL CORPORATION
HEALTH DEPARTMENT

No. 0222239

CERTIFICATE OF DEATH

Issued under Section-12/ Section-17 of the Registration of Births and Deaths Act, 1969

This is to certify that the following informations have been taken from the original record of death which is in the Register for

R.E.C.(T)

under the Calcutta Municipal Corporation (Local Area),

Name: SUREHA DEVI

Sex: Female

Wife of Late Sarju Ram

Date of death: 18/03/93

Local Area: (18/03/93)

Registration No. 42

Place of death (full address):

46, Fawcetts Bagan Lane, Cal-6.

Place of Birth Address:

45, Bhowanipati Bagan Lane, Cal-6

Medical Officer: EC - (Comp. II)

Date: 03/03/93

(Signature)
Registrar
Health & Town
Calcutta Municipal Corp.

895

Chimble Boring

URGENT

NY 5/12/80

John
Hind

James
Hind

John
Hind
23731

James
Hind

2412 1st St



MADE IN THE U.S.A.

Post Office
New York, NY
10001

D. N. H. Consulting, Inc.
1000 1st St
New York, NY 10001

D. N. H. Consulting, Inc.
1000 1st St
New York, NY 10001

H

Form No. 10 (Rev. 12/1977) (G.O. No. 48, 1977) (Part 1 of 1)



HEALTH DEPARTMENT
HEALTH DEPARTMENT
5, N. Bhowani Road, Calcutta 700 019



No. 0221977

CERTIFICATE OF DEATH

Issued under Section-12, Section-17 of the Registration of Births and Deaths Act, 1969.
This is to certify that the following information has been taken from the original record of death which is in the Register for

N.B.G. (T)

under The Calcutta Municipal Corporation (Local Area).

Name SHIB SHANKAR JAISWAL

Sex Male

Son of N.A

Date of Death 08/07/87 Date of Regn. 10/07/87 Registrar No. 74

Place of death (in English)

45, Hari Mohan Bagat Lane, Calcutta

Permanent Address

45, Hari Mohan Bagat Lane, Calcutta

Prepared by: P. (Sd/-) (Sd/-)

Date 08/07/87

(Signature)
Registrar
5, N. Bhowani Road
Calcutta 700 019

Signature of the Registrar (to be filled)

Form No. 58E

Serial No. 1009

THE GOVERNMENT OF CALCUTTA



Form No. 1009

Approved by the Government of India

URGENT

Form No. 1009

Form No. 1009

Form No. 1009

Form No. 1009

Form No. 1009

Form No. 1009

Form No. 1009

Form No. 1009

Form No. 1009

Form No. 1009

549 20/81

Order for M 80
Handed to
M 80

81 Blank & 100 45. Blank
Order for
The Order

Department
of
Revenue

and 20/81 of H.C. 1009
(1009)

1009

1072/1009



Approved by the Government of India

Dr. N. B. Chatterjee, M.A., M.P.,
Deputy Secretary and Deputy
Secretary of Revenue and Finance, Calcutta

Be G. O. No. 1009
of 20/81 of H.C. 1009

THE KOLKATA MUNICIPAL CORPORATION

HEALTH DEPARTMENT

5, S. M. Banerjee Road, Kolkata - 700 013.



No. 306601

FILE COPY



FORM 5

DEATH CERTIFICATE

(Issued under section 12/section 17 of RBC Act 1950)
NRE.C.111

This is to certify that the following information has been taken from the official records of death which is the register for the Area - Kolkata of District - Kolkata of State - West Bengal.

Name: **INDRAWATI DEVI (GIRI)**

Name of Father/Husband: **W/O LAL CHAND GUPTA**

Address: **39B, DIPIN MITRA LANE, KOL-4**
W.B.

Sex: **FEMALE**

Date of Death: **19/09/2010**

Place of Death: **39B, DIPIN MITRA LANE, KOL-4**

Registration No.: **HC015/2010/001137 (OLD-REG. NO. — 2349)**

Date of Registration: **13/09/2010**

Date: **19/09/2010**

Signature of the Issuing Authority
Dr. J. K. Bhowmik
Municipal Corporation

भारतीय नैऋत्यायिक

दस
रुपये

₹.10



TEN
RUPEE

Rs. 10

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL



Before the Metropolitan Magistrate

Kolkata

AFFIDAVIT

I, SRI VIDYA SAGAR JAISWAL son of Late Mulchand Jaiswal by faith - Hindu, by occupation - Business, residing at 45, Haritaki Bagan Lane, P. S. - Burtalla, Kolkata - 700 006 do hereby solemnly affirm & declare as follows :-

- 1) That, my wife Smt. Krishna Devi (Now deceased) died 16-05-1982 at our native village which lying & situated at Vill. + P. O. : Kanuwa Dist : Sonpur, Uttar Pradesh
 - 2) That, there is no registered burning ghat at our village.
- That my above statement is true best & belief of my knowledge
That South Dum Dum Municipality is no liable / responsible if problem arise in future.

21/8/83

Metropolitan Magistrate
8th Court, Calcutta

Deponent
Vidya Sagar

0165378



THE KOLKATA MUNICIPAL CORPORATION

HEALTH DEPARTMENT

5, S. N. Banerjee Road, Kolkata- 700 013.

DEATH CERTIFICATE

FORM G



(Issued under Sec. 12/ Sec. 17 of the Registration of Births and Deaths Act, 1969, Govt. of India and)
Rule 9/Rule 14, Registration of Births and Deaths Rules 2000, Govt. of West Bengal)

This is to certify that the following information has been taken from the original record of death which is the register for Kolkata Municipal Corporation of Kolkata District of West Bengal.

N. E. C. (T)

Name নাম	: GOURI SANKAR JATSWAL গৌরী সঙ্কর জটস্বাল		Age : 70 Y 0 M 0 D বয়স
Sex (M / F) লিঙ্গ (পুরুষ/মহিলা)	: MALE		
Date of Death মৃত্যু তারিখ	: 13/07/2018		
Place of Death মৃত্যু স্থান	: 48, DR. DHIREN SEN SARNI (HARTAKI BAGAN LANE), KOL 700006		
Name of Mother মাতা নাম	: N/M		
Name of Father পিতা নাম	: LATE SARJU RAM SHAW		
Name of Husband /Wife স্বামী/স্ত্রী নাম	: N/M		
Location of the deceased at the time of death মৃত্যুর সময় মৃত্যুস্থান	: DO		
Permanent Address of the deceased স্থায়ী বাসিন্দা বাড়ী ঠিকানা	: 48, DR. DHIREN SEN SARNI (HARTAKI BAGAN LANE), KOL 700006 W. B.		
Registration No. নিবন্ধন নং	: H0815/2016/000302 (OLD REGN. NO:- 7317)		
Date of Registration নিবন্ধনের তারিখ	: 13/07/2018		
Remarks (if any) বিশেষ বিবরণ	: 13/07/2018		
Date of issue প্রদানের তারিখ			

Signature of the Issuing Authority
প্রদানকারী কর্তৃপক্ষের স্বাক্ষর

Address of the Issuing Authority
প্রদানকারী কর্তৃপক্ষের ঠিকানা

Sub-Registrar
উপ-নিবন্ধক
The Kolkata Municipal Corporation

भारतीय नैर न्यायिक

दस
रुपये

TEN
RUPEES

रु.10

Rs.10



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

08AB 3131



AFFIDAVIT

I, Sri Panchugopal Jaiswal, Son of Late Rama Shankar Shau
aged about 60 years, by faith-Hindu, by Nationality-Indian
residing at 45, Haritaki Bagan Lane, P.S.- Bartalla, Kolkata
700006, do hereby solemnly affirm and declare as follows:-


Judicial Magistrate
1st Class - 2nd Court
Barasat, North 24 Pargan

Contd to page...



1. That, my Grandfather Sarju Ram Shaw (now deceased) has been enjoying and possessing a property measuring One Bigha Five Cottahs means 25 Cottahs or a little more or less, which lying and situated at 98, Shyamnagar Road, Municipal Holding No. 368(New), Gouri Nath Sastri Sarani, Ward No. - 27, P.S. Dum Dum, Mouza-Krishnapur, J.L. No.- 17, C.S. Dag No - 2298, 2299 now R.S. No. - 1004, 1005 by virtue of a Deed of Exchange which made in between their two brothers Sarju Ram Shaw and Giridhari Ram Shaw (both are now deceased) vide Deed No. - 4062/1952 which recorded and copied in Book No.- 1, Volume no.-52, Pages 158 to 161 at S.R. Cossipore Dum Dum from 1952. After the said Deed my Grandfather namely Sarju Ram Shaw mutated his name in the local Municipal Authority and B.L.R.O. Office (BLRO Parcha enclosed) and enjoy the said property with his family.

2. That, in the year 1981 (Dated: 20.01.1981) my Grandfather said Sarju Ram Shaw expired leaving behind his wife Suka Devi (now deceased) and three sons namely Shri Shankar Shaw, (now deceased) and Gouri Shankar Shaw (now deceased) and family of his another son Late Rama Shankar Shaw namely Raj Kumari Devi (now deceased), wife of Late Rama Shankar Shaw and three sons namely Panchu Gopal Shaw (Jaiswal), Ashok Kumar Shaw (Jaiswal), Deep Kumar Shaw (Jaiswal), all are son of Late Rama Shankar Shaw and three daughters namely Mira Devi Jaiswal, Sangita Jaiswal, Urmila Devi Jaiswal, all are Daughter of late Rama Shankar Shaw as a Legal Heirs of Late Rama Shankar Shaw.


Judicial Magistrate
1st Class - 2nd Court
Barisal North 28.11.81



And four daughters namely Indrabati Shaw, Late Sarju Ram Shaw, Smt. Durgabati Shaw, Daughter of Late Sarju Ram Shaw, Smt. Prabhavati Shaw, Daughter of Late Sarju Ram Shaw, and family of one his deceased daughter namely Krishna Devi, as his (Sarju Ram Shaw) legal heirs, and successors. And All are became 1/7th undivided share holder of the property of the property which left by Late Sarju Ram Shaw which mentioned above in Para no. - 1.

3. That, in the year 06.07.1987 one of the son of Late Sarju Ram Shaw namely Shiv Shankar Shaw expired leaving behind his wife Bidya Devi, and three sons namely Joy Prakash Shaw (Jaiswal), Hari Prasad Shaw (Jaiswal), Rajnath Shaw (Jaiswal), and three daughters namely Nirmala Devi Jaiswal, Gita Devi Jaiswal, Bimala Devi Jaiswal as a Joint owners of the 1/7th Share of said property of Late Shiv Shankar Shaw as his legal heirs

4. That in the year 1982 one of the expired daughter of Late Sarju Ram Shaw namely Krishna Devi expired leaving behind her husband Sri Vidya Sagar Jaiswal, and three sons namely Sri Anil Kumar Jaiswal, Sri Sunil Kumar Jaiswal, Sri Satish Kumar Jaiswal, as her legal heirs over the 1/7th Share of the said property of Smt. Krishna Devi as her legal heirs as per Hindu Succession Act as predecessor-in-interest of Late Sarju Ram Shaw.

That after that the said legal heirs of Late Sarju Ram Shaw jointly mutated and recorded their names in the local South Dum Dum Municipality as joint undivided Co-owners of the said property which left

A.P.
Judicial Magistrate
1st Class - 2nd Court
South Dum Dum



by Late Sarju Ram Shaw who are 1) Smt. Shantika Shaw (now deceased), 2) Smt. Indrabati Shaw (now deceased), 3) Smt. Prabbabati Shaw, 4) Smt. Durgabati Shaw, 5) Smt. Vidya Devi (now deceased), 6) Sri Rajnath Shaw, 7) Sri Jayprakash Shaw, 8) Sri Hari Prasad Shaw, 9) Smt. Nirmala Devi Jaiswal, 10) Smt. Gita Jaiswal, 11) Smt. Bimala Devi, 12) Smt. Rajkumari Devi, 13) Sri Panchu Gopal Shaw (Jaiswal), 14) Sri Dilip Kumar Shaw (Jaiswal), 15) Sri Ashok Kumar Shaw (Jaiswal), 16) Mira Devi Jaiswal, 17) Smt. Urmila Devi Jaiswal, 18) Smt. Sangita Devi Jaiswal, 19) Sri Vidya Sagar Jaiswal, 20) Sri Sunil Kumar Jaiswal, 21) Sri Anil Kumar Jaiswal, 22) Sri Sudhir Kumar Jaiswal jointly enjoying and possessing the said property which left by Late Sarju Ram Shaw which mentioned above the Para No. -1 jointly and paying the Tax regularly (Municipal Mutation Certificate and Tax Receipt enclosed)

That, but in the year 2010 dated 08.09.2010 Smt. Vidya Devi, wife of Late Shri Shantika Shaw expired leaving behind her three sons namely Raj Nath Shaw (Jaiswal), Jay Prakash Shaw (Jaiswal), Hari Prasad Shaw (Jaiswal) and three daughters namely Smt. Gita Devi Jaiswal, Smt. Nirmala Devi Jaiswal, Smt. Bimala Devi Jaiswal as her legal heirs and legal representatives who are also recorded owners (No. 6 to 11) of local municipal authority (Mutation certificate and Death Certificate enclosed).

7. That, in the year 2010 dated 11.09.2010 my mother Smt. Raj Kumari Devi expired leaving her three sons namely Sri Panchu Gopal Shaw (Jaiswal), Executant son Sri Dilip Kumar Shaw (Jaiswal), Sri Ashok Kumar Shaw (Jaiswal) and three daughters, namely Mira Devi (Jaiswal),

H.S.
Judicial Magistrate
1st Class - 2nd Court
Barasat, North 24 Parganas

Contd. to Page...5



Smt. Urmila Devi Jaiswal and Smt. Sangita Jaiswal, legal heirs and legal representatives who are also registered (Nos. 13 to 18) of local (Municipal) Authority Mutation certificates and Death Certificate enclosed).

- 8 That, in the year 2010 dated 19.01.2010 one of my widow aunts namely **Indrabati Shaw** expired leaving behind none (no issue) except us who are the Co-owners of this property. In support of our legal heirs and ownership we introduced in the daily Bartaman Patrika dated 19.04.2017 and daily Samarg Patrika dated 19.04.2017, through our learned Advocate (Advocate opinion hereby enclosed) so her 1/7th Share of the said Property became legal right ownership of her other 25 Co-owners equally as also jointly and severally in equally possession of said Plot.
- 9 That, in the year 2016 dated 13.07.2016 one of my uncle namely **Gouri Shankar Shaw (Jaiswal)** youngest son of Late Sarju Ram Shaw expired leaving behind his wife Smt. Gayatri Devi Jaiswal, and three sons namely Sri Manoj Kumar Jaiswal, Sri Sanjay Kumar Jaiswal, Sri Promode Kumar Jaiswal and three daughters Smt. Sabita Gupta Jaiswal, Smt. Sarita Jaiswal, Smt. Babita Jaiswal as his legal heirs and legal representatives of 1/7th Share of Late Gouri Shankar Shaw (Jaiswal) over the said Property which written hereinbefore (Death Certificate of Gouri Shankar Shaw (Jaiswal) and an affidavit of his legal heirs enclosed herewith)

10 That, after that, name of the following record holder namely:-

- a) Gouri Shankar Shaw (No - 1)
- b) Indrabati Shaw (No - 2)
- c) Bawa Devi (No - 3)
- d) Raju Hanan Devi (No - 4)

Removes conduct from the local Municipal authority



11. That, and include the name of the legal heirs of (No. - 1) instead of his name who are namely:-

- a) Smt. Gayatri Devi Jaiswal
- b) Sri Manoj Kumar Jaiswal
- c) Sri Saroj Kumar Jaiswal
- d) Sri Promode Kumar Jaiswal
- e) Smt. Sabita Gupta Jaiswal
- f) Smt. Sarita Jaiswal
- g) Smt. Babita Jaiswal

In the record of the local municipal authority.

12. That, and now, we are the following legal owners namely:-

- i. Sri Panchu Gopal Shaw Jaiswal
- ii. Sri Ashok Kumar Shaw Jaiswal
- iii. Sri Dilip Kumar Jaiswal
- iv. Smt. Smt. Durgabati Shaw
- v. Smt. Prabhavati Shaw
- vi. Sri Rajnath Shaw (Jaiswal)
- vii. Sri Hari Prasad Shaw (Jaiswal)
- viii. Sri Jai Prakash Shaw (Jaiswal)
- ix. Smt. Nirmala Devi Jaiswal
- x. Smt. Geeta Devi Jaiswal
- xi. Smt. Bimala Devi
- xii. Smt. Mira Devi Jaiswal
- xiii. Smt. Urmila Devi Jaiswal
- xiv. Smt. Sangita Devi Jaiswal
- xv. Sri. Smt. Vidya Sagar Jaiswal
- xvi. Sri Sunil Kumar Jaiswal
- xvii. Sri Anil Kumar Jaiswal
- xviii. Sri Sudhir Kumar Jaiswal
- xix. Smt. Gayatri Devi Jaiswal
- xx. Sri Manoj Kumar Jaiswal
- xxi. Sri Saroj Kumar Jaiswal
- xxii. Sri Promode Kumar Jaiswal
- xxiii. Smt. Sabita Gupta Jaiswal
- xxiv. Smt. Sarita Jaiswal
- xxv. Smt. Babita Jaiswal



am became the joint owners over the said property which was left by our Grandfather Late Sarju Ram Shaw whose Holding No. - 1005, Khata No. - Sarani, Ward No.-27, Dag No.- 2298, 2299, now 1005, Khata No. - 112, 11, No. - 17, now 32/20, Mouza-Shyamnagar, P.S.- Dum Dum, District North 24 Parganas, measuring of Land One Bigha Five Chittacks, Kolkata-700055.

13. That, we the above mentioned members, only are the legal heirs, successors and legal claimant, legal representatives of the above mentioned property which left by our Grandfather Sarju Ram Shaw.

14. That, by virtue of Law of inheritance we are entitled to mutated the above names as per paragraph No. - 12 hereinbefore in the records of South Dum Dum Municipality and or any other concerned authority/authorities as joint owners of the above mentioned holding.

15. THAT if any dispute arise in future in respect of the Property which mentioned above or regarding to this fact, the authority of South Dum Dum Municipality will not held any liable for that.

That, the above noted statements made in Paragraph No. 1 to 14 are true to my knowledge and belief and we are the fully responsible to the above statements made in above paragraph, if any dispute arise in future

25.05.21
Solemnly Affirmed
Before me Panchu Gopal Jaiswal
Identified by S. Mallik
This day of
25/05/21
Judicial Magistrate
1st Class - 2nd Court
District, North 24 Parganas

Panchu Gopal Jaiswal
Deponent
Subrata Mallik
Bak
Subrata Mallik
Advocate
New Ludlow Court Baroad



SOUTH DUM DUM MUNICIPALITY

Nager Bazar, Kolkata - 700 074

MUTATION CERTIFICATE

To Whom It May Concern

USER ID: 4077

Circle No. 7

(Page 1/1)

Ward No. 27

Certified the holding No. 769 Street 10/114 NATH SHASTRI SARANI Did holding No. 196

Stands in favour of

- (1) SMT PRAVAVATI SHAW D/O LATE SARJU RAM SHAW
- (2) SMT DURGAWATI SHAW D/O LATE SARJU RAM SHAW
- (3) SRI RAJ NATH SHAW (JAISWAL) S/O LATE SHIV SHANKAR SHAW
- (4) SRI JAY PRAKASH SHAW (JAISWAL) S/O LATE SHIV SHANKAR SHAW
- (5) SRI HARI PRASAD SHAW S/O LATE SHIV SHANKAR SHAW
- (6) SMT NIRMALA DEVI JAISWAL S/O LATE SHIV SHANKAR SHAW
- (7) SMT DEEPA JAISWAL D/O LATE SHIV SHANKAR SHAW
- (8) SMT SIMLA DEVI JAISWAL D/O LATE SHIV SHANKAR SHAW
- (9) PANCHU GOPAL SHAW (JAISWAL) S/O LATE RAMA SHANKAR SHAW
- (10) DILIP KUMAR SHAW (JAISWAL) S/O LATE RAMA SHANKAR SHAW
- (11) ASHOK KR SHAW (JAISWAL) S/O LT RAMA SHANKAR SHAW
- (12) MIRA DEVI JAISWAL D/O LT RAMA SHANKAR SHAW
- (13) URMILA DEVI JAISWAL S/O LT RAMA SHANKAR SHAW

P.T.D.

Land area of the plot is 0.14 MATRA 00-CHAY 00-37

NO. 10/114 NATH SHASTRI SARANI



As per Deed

MOUZA : KRISHNAPUR
 S. L. NO : 17
 G.S. KHATTIAN NO:
 V.S. KHATTIAN NO:
 G.S. DAG NO : 2296 & 2297
 V.S. DAG NO
 S. PLAN

As per Parcha

MOUZA :
 S. L. NO :
 KHATTIAN NO :
 L.R. KHATTIAN NO :
 DAG NO :
 S. PLAN NO :

Location of the land as per Deed Record/Parcha/ROR

Promises No. : 76, SHYAM NAGAR ROAD, KOLKATA-55

[Handwritten Signature]

01-06-2017

[Handwritten Signature]
Chairman/Vice Chairman

01.6.17
Member, Chairman-in-Council/Executive Officer

In-Charge/Circle in Charge Assessment Department

Chairman/Vice Chairman

Member, Chairman-in-Council/Executive Officer

[Handwritten Initials]



SOUTH DUM DUM MUNICIPALITY

Nager Bazar, Kolkata - 700 074

MUTATION CERTIFICATE

To Whom It May Concern

USED 10-400M

Circle No. 7 (Page No. -2) Ward No. 27

Certified the holding No. 366 Old holding No. 286
Street WATH BHASTRI SARANI

- Stands in favour of:
- (14) SMT SANGEETA DEVI JAISWAL W/O LATE RAMA SHANKAR SHAW
 - (15) SRI VIDYA BAGAR JAISWAL SON IN LAW:-LT SARJU RAM SHAW
 - (16) SUNIL KUMAR JAISWAL BR/SON/OF:-LT SARJU RAM SHAW
 - (17) ANIL KUMAR JAISWAL BR/SON/OF:-LT SARJU RAM SHAW
 - (18) SUDHIR KUMAR JAISWAL BR/SON/OF:-LT SARJU RAM SHAW
 - (19) SMT HAYATRI DEVI JAISWAL W/O LATE GOURI SHANKAR SHAW
 - (20) MANISH KUMAR JAISWAL S/O LATE GOURI SHANKAR SHAW
 - (21) SMT KURUP JAISWAL S/O LATE GOURI SHANKAR SHAW
 - (22) SMT SARITA DEVI JAISWAL W/O LATE GOURI SHANKAR SHAW
 - (24) SMT SARITA JAISWAL W/O LT GOURI SHANKAR SHAW
 - (25) SMT BABITA JAISWAL W/O LT GOURI SHANKAR SHAW



held area of the plot is
square and 8/100 of a cental

As per Deed

MOUZA :
J. L. NO :
C.S. KHATTAN NO :
R.B. KHATTAN NO :
C.S. BAG NO :
R.S. :
C. :

As per Parcha

MOUZA :
J. L. NO :
KHATTAN NO :
L.B. KHATTAN NO :
D.A. NO :
C. P. NO NO :

Character of the land as per Deed/Record/Parcha/ROR

Premises No. 98, BHARU LAGAR ROAD
KOLKATA-93

[Signature]
01.06.2017
In-Charge Circle In Charge
Assessment Department

[Signature]
21.07.2017
Chairman / Vice Chairman

[Signature]
Member-Chairman in
Council/Executive Officer