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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

K 810732

Happy Developer

Partner

DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY made this the 6th day of June, Two Thousand Twenty Three (2023);

Certified that the document is admitted to registration. The signature sheet / sheet's and the endorsement sheet/sheet's attached with this document is/are the part of this document.

06/06/23
11:30 A.M.
S-2-1298007/23

West Bengal District Sub-Registrar
Sodepur, North 24 Parganas

West Bengal District Sub-Registrar
Sodepur, North 24 Parganas

Happy Developer,
Chandan Mukherjee
Partner

06 JUN 2023

06 JUN 2023

BETWEEN

(1) SRI SUBHENDU BISWAS (PAN EQQPBO432M) (Mobile No. 9851562761), **(2) SRI GOPAL BISWAS** (PAN DMLPB3539R) (Mobile No. 8293890577), both are sons of Sri Adhir Biswas, both are by faith Hindu, by Nationality Indian, by occupation business, both are residing at Pritinagar, Ukilnara, P.O Pritinagar, P.S. Ranaghat, Pin-741247, District Nadia, **(3) SMT. ALPANA BISWAS**, (PAN BDKPB5096H) (Aadhar No. 7879 5476 4074) (Mobile No. 9874207727) wife of Sri Subhankar Biswas, by religion Hindu, by Nationality Indian, by occupation Business & **(4) SRI PRONAY BISWAS**, (PAN DDKPB9159P) (Aadhar No. 4833 7564 3703) (Mobile No. 9836822565) son of Sri Subhankar Biswas, by religion Hindu, by Nationality Indian, by occupation student, both are residing at No. 2, Subhas Nagar, P.O. Sukchar, P.S. Khardah, Kotkata- 700115, District North 24 Parganas hereinafter jointly referred to as the **LAND 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/heiress, executors, legal representatives and assigns) of the **ONE PART**

AND

"HAPPY DEVELOPER" (PAN AANFH3959G) a Partnership firm having its principal place of business at Ram Krishna Apartment, Flat No. D, on the Ground Floor, 24/1/C, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S.Khardah, Kolkata-700115, District North 24 Parganas being represented by its partners **(1) SMT. SIMA CHAKRABORTY**, (PAN AZQPC7385M)(Mobile No. 9123998505) widow of late Asim Chakraborty, by religion Hindu, by Nationality Indian, by occupation Business, residing at 3 No. Deshbandhu Nagar, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas & **(2) SRI CHANCHAL MUKHERJEE** (PAN BEIPM3414D) (Mobile No. 8961611732) son of Sri Nemai Chandra Mukherjee, by faith Hindu, by Nationality Indian, by occupation business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Kotkata- 700115, District North 24 Parganas, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or

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Chanchal Mukherjee
Partner

repugnant to the subject or context be deemed to mean and include its successor or successors in office their heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**

WHEREAS one Gobordhan Jana was the absolute owner of ALL THAT land measuring an area of 2.39 Acres in Dag no. 3222 & ALL THAT land measuring an area of 0.24 Acres in Dag no. 3231 totaling to 2.63 Acres appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Zamindar Khatian No. 984 under Proja Khatian No. 985, P.S. Khardah, the then District 24 Parganas

AND WHEREAS by a Bengali Deed of Saaf Bikroy Kobala sometime in the year 1933 made by and between the Gobordhan Jana therein referred to as the vendor of the one part and Sri Kali Charan Ghosh therein referred to as the purchaser of the other part and registered in Book No. I, Being No. 300 wherein the said vendor duly sold transferred and conveyed his right title and interest of ALL THAT land measuring an area of 2.39 Acres in Dag No. 3222 & ALL THAT land measuring an area of 0.24 Acres in Dag No. 3231 totaling to 2.63 Acres appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Zamindar Khatian No. 984 under Proja Khatian No. 985, P.S. Khardah, the then District 24 Parganas, unto and in favour of the said Sri Kali Charan Ghosh

AND WHEREAS by a Bengali Deed of Gift sometime in the year 1938 made by and between the Sri Kali Charan Ghosh therein referred to as the donor of the one part and Smt. Tulshi Bala Dasi therein referred to as the donee of the other part and registered at the office of the the then Sub Registrar, Barrackpore in Book No. I, Volume No. 9, Pages from 46 to 49, Being No. 510 for the year 1938 wherein the said donor duly gifted transferred and conveyed his right title and interest of ALL THAT land measuring an area of 2.39 Acres in Dag No. 3222 & ALL THAT land measuring an area of 0.24 Acres in Dag No. 3231 totaling to 2.63 Acres appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Zamindar Khatian No. 984 under Proja Khatian No. 985, P.S. Khardah, the then

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Partner

District 24 Parganas, unto and in favour of the said Smt. Tulshi Bala Dasi

AND WHEREAS by a Bengali Deed of Saaf Bikroy Kobala sometime in the year 1947 made by and between the said Smt. Tulshi Bala Dasi therein referred to as the vendor of the one part and Sri Gopal Chandra Ghosh therein referred to as the purchaser of the other part and registered at the Office of the then Sub Registrar, Barrackpore, 24 Parganas in Book No. I, Volume No. 24, Pages from 85 to 87, Being No. 1683 for the year 1947 wherein the said vendor duly sold transferred and conveyed his right title and interest of ALL THAT land measuring an area of 2.39 Acres in Dag No. 3222 & ALL THAT land measuring an area of 0.24 Acres in Dag No. 3231 totaling to 2.63 Acres appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Zamindar Khatian No. 984 under Proja Khatian No. 985, P.S. Khardah, the then District 24 Parganas, unto and in favour of the said Sri Gopal Chandra Ghosh

AND WHEREAS the said Sri Gopal Chandra Ghosh divided the said total land some plots for selling part by part to the intending purchaser/purchasers

AND WHEREAS by a Bengali Deed of Saaf Bikroy Kobala dated 13th day of July, 1959 made by and between the Sri Gopal Chandra Ghosh son of late Prasanna Chandra Ghosh of 4B Netaji Subhas Road, Uttarpara, Hooghly therein referred to as the vendor of the one part and Sri Nityananda Saha son of late Debendra Saha of 109B, Raja Dinendra Street, Calcutta therein referred to as the purchaser of the other part and registered at the Office of the then Sub Registrar, Barrackpore, 24 Parganas in Book No. I, Volume No. 42, Pages from 227 to 230, Being No. 3304 for the year 1959 wherein the said vendor duly sold transferred and conveyed his right title and interest of a plot **ALL THAT** land measuring an area of 3(three) cottahs 1(one) chhattach be the same a little more or less appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touji No. 156, Dag Nos. 3222 & 3231, Zamindar Khatian No. 984 under Proja Khatian No. 985, P.S. Khardah, District 24 Parganas, unto and in favour of

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Chandhal Mukherjee

the said Sri Nityananda Saha

AND WHEREAS having been owner of the said land the said Sri Nityananda Saha duly mutated his name before the Panihati Municipality and constructed a one storied building having an area of 670 square feet standing on the said land and presently the said property has been reassessed and renumbered as Holding No. 44, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas

AND WHEREAS the said Sri Nityananda Saha died intestate on 23rd October 2018 leaving behind his widow Smt. Susama Saha, his son Sri Subal Saha & his daughter Smt. Radha Saha as his only legal heirs/heirress under the Hindu Succession Act, 1956

AND WHEREAS the said Smt. Radha Saha died intestate on 28th April, 2021 leaving behind her only son Sri Shirshendu Saha as her only legal heirs/heirress under the Hindu Succession Act, 1956

AND WHEREAS the said Subal Saha died intestate issueless on 12th May, 2021 leaving behind his widow Smt. Uma Saha as his only legal heirs/heirress under the Hindu Succession Act, 1956

AND WHEREAS at the time of physical measurement the said land has been found 2(two) cottahs 8(eight) chhattack 11(eleven) square feet be the same a little more or less instead of 3(three) cottahs 1(one) chhattack be the same a little more or less as rest land are used for municipal road

AND WHEREAS in the event that have happened the said SMT. SUSAMA SAHA, SMT. UMA SAHA & SRI SHIRSHENDU SAHA are thus now absolute owner of **ALL THAT** land measuring an area of 2(two) cottahs 8(eight) chhattack 11(eleven) square feet be the same a little more or less together with one storied building having an area of 670 square feet standing on the said land appertaining to Mouza Sukhchar, J.L. No. 9, Re.

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Charan Kumar

Partner

Su. No. 14, Touji No. 156, R.S. Dag No. 3222(Part), R.S. Khatian No. 985, 984, lying and situated at Holding No. 44, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas (hereinafter referred to as the said Property) fully mentioned in the Schedule hereunder written

AND WHEREAS by a Deed of Conveyance dated 9th day of February, 2022 and made by and between the said **SMT. SUSAMA SAHA**, widow of late Nitya Nanda Saha, **(2) SMT. UMA SAHA**, widow of late Subal Saha, both are residing at Saha Bagan, Sukchar, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas & **(3) SRI SHIRSHENDU SAHA**, son of Sri Mihir Saha, residing at Pabna Colony, Chakdaha, P.O. & P.S. Chakdaha, Pin-741222, District Nadia thereinafter jointly referred to as the Vendors of the one part and **(1) SRI SUBHENDU BISWAS & (2) SRI GOPAL BISWAS**, both are sons of Sri Adhir Biswas, both are residing at Pritinagar, Ukilnara, P.O. Pritinagar, P.S. Ranaghat, Pin-741247, District Nadia thereinafter jointly referred to as the Purchasers of the other part and registered at the Office of the Additional District Sub-Registrar, Sodepur, North 24 Parganas recorded in Book No. I, Volume No. 1524-2022, Pages from 67196 to 67231 Being No. 152401351 for the year 2022 wherein the said Vendors jointly sold, transferred and conveyed their respective right, title and interest of **ALL THAT** land measuring an area of 2 (two) cottahs 8(eight) chhattack 11(eleven) square feet be the same a little more or less together with one storied building having an area of 670 square feet (cemented floor) standing on the said land appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touji No. 156, R.S. Dag No. 3222(Part), R.S. Khatian No. 985, 984, lying and situated at **Holding No. 44**, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas unto and in favour of the said (1) SRI SUBHENDU BISWAS & (2) SRI GOPAL BISWAS

AND WHEREAS the said (1) SRI SUBHENDU BISWAS & (2) SRI GOPAL BISWAS duly mutated their names in the assessment registrar of Panihati Municipality and since then Holding No. is 44 Raja Road under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24

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Parganas fully mentioned in the First Schedule Part- I hereunder written

AND WHEREAS by a Bengali Deed of Saaf Bikroy Kobala dated 07th day of April, 2011 made by and between the (1) Smt. Lalita Saha wife of Sri Naba Chaitanya Saha, (2) Sri Gopeswar Saha Roy, son of late Sri Krishna Chaitanya Saha Roy, (3) Sri Jogyeswar Saha Roy, son of late Krishna Chaitanya Saha Roy, (4) Smt. Mandira Saha Roy wife of late Krishna Chaitanya Saha Roy, (5) Smt. Lipika Das wife of Sri Bipul Das, (6) Smt. Shilpika Saha, wife of Sri Rabi Saha, (7) Smt. Arati Saha Roy wife of late Sri Krishna Chaitanya Saha Roy, (8) Sri Netai Das Saha Roy son of late Gopal Chandra Saha Roy, (9) Smt. Broja Saha wife of late Jitendra Saha (10) Smt. Nandita Saha wife of Sri Benoy Krishna Saha & (11) Smt. Joshoda Saha wife of Sri Ashim Saha the vendors 1 to 6 represented by their constituted attorney Smt. Arati Saha Roy wife of late Sri Krishna Chaitanya Saha Roy the vendor no. 7 herein vide registered power of Attorney in Book No. IV, Volume No. 1, Pages from 1111 to 1120, Being No. 00112 for the year 2008 registered at the office of the A.D.S.R. Barrackpore therein jointly referred to as the vendors of the one part and Sri Samir Saha son of late Ganesh Chandra Saha & Smt. Papia Saha wife of Sri Samir Saha therein jointly referred to as the purchasers of the other part and registered at the Office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas entered in Book No. I, CD Volume No. 12, Pages from 2411 to 2426, Being No. 03391 for the year 2011 wherein the said vendors jointly sold transferred and conveyed their respective right title and interest of **ALL THAT** land measuring an area of 2(two) cottahs 6(six) chhattach 40 (forty) square feet be the same a little more or less together with 100 square feet RT Shed standing thereon appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touzi No. 156, R.S. Dag No. 3222, R.S. Khatian No. 985, lying and situated at Holding No. 88, Raja Road (Saha Bagan), under Panihatı Municipality, Ward No. 2, P.S. Khardah, District North 24 Parganas, unto and in favour of the said Sri Samir Saha & Smt. Papia Saha

AND WHEREAS having been owner of the said Property the said Sri

Samir Saha & Smt. Papia Saha duly mutated their names before the Panihati Municipality and presently the said property has been reassessed and renumbered as Holding No. 43, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas

AND WHEREAS the said Samir Saha died intestate on 16th December, 2021 leaving behind his widow Smt. Papia Saha and his only daughter Smt. Aditi Saha as his only legal heirs/heirress under the Hindu Succession Act, 1956

AND WHEREAS in the event that have happened the said Smt. Papia Saha & Smt. Aditi Saha are thus now absolute joint owners of **ALL THAT** land measuring an area of 2(two) cottahs 6(six) chhattack 40 (forty) square feet be the same a little more or less together with 100 square feet RT Shed standing thereon appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touzi No. 156, R.S. Dag No. 3222, R.S. Khatian No. 985, lying and situated at Holding No. 43, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas (hereinafter referred to as the said Property)

AND WHEREAS by a Deed of Conveyance dated 18th day of December, 2022 and made by and between the said **(1) SMT. PAPIA SAHA**, widow of late Samir Saha, & **(2) SMT. ADITI SAHA**, daughter of late Samir Saha, both are residing at 105, Indra Biswas Road, Belgachia, P.O. Belgachia, P.S. Tala, Kolkata-700037 thereinafter jointly referred to as the Vendors of the one part and **(1) SMT. ALPANA BISWAS**, wife of Sri Subhankar Biswas, & **(2) SRI PRONAY BISWAS**, son of Sri Subhankar Biswas, both are residing at No. 2, Subhas Nagar, P.O. Sukchar, P.S. Khardah, Kolkata- 700115, District North 24 Parganas thereinafter jointly referred to as the Purchasers of the other part and registered at the Office of the Additional District Sub-Registrar, Sodepur, North 24 Parganas recorded in Book No. I, Volume No. 1524-2022, Pages from 362770 to 362790 Being No. 152411058 for the year 2022 wherein the said Vendors jointly sold, transferred and conveyed their respective right, title and

interest of **ALL THAT** land measuring an area of 2 (two) cottahs 6 (six) chhattack 40 (forty) square feet be the same a little more or less together with 100 square feet RT Shed standing thereon appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touzi No. 156, R.S. Dag No. 3222, R.S. Khatian No. 985, lying and situated at **Holding No. 43**, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas unto and in favour of the said (1) SMT. ALPANA BISWAS & (2) SRI PRONAY BISWAS

AND WHEREAS the said (1) SMT. ALPANA BISWAS & (2) SRI PRONAY BISWAS duly mutated their names in the assessment registrar of Panihati Municipality and since then Holding No. is 43 Raja Road under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas fully mentioned in the First Schedule Part- II hereunder written

AND WHEREAS the said (1) SRI SUBHENDU BISWAS & (2) SRI GOPAL BISWAS being the joint owners of the land measuring 2 (two) cottahs 8(eight) chhattack 11 (eleven) square feet be the same a little more or less together with one storied building having an area of 670 square feet standing on the said land appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touji No. 156, R.S. Dag No. 3222(Part), R.S. Khatian No. 985, 984, lying and situated at **Holding No. 44**, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas **and** the said (1) SMT. ALPANA BISWAS & (2) SRI PRONAY BISWAS being the joint owners of land measuring an area of 2 (two) cottahs 6 (six) chhattack 40 (forty) square feet be the same a little more or less together with 100 square feet RT Shed standing thereon appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touzi No. 156, R.S. Dag No. 3222, R.S. Khatian No. 985, lying and situated at **Holding No. 43**, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas duly applied jointly for amalgamation of the said two holdings being Nos. Holding No. 44 Raja Road & Holding No. 43 Raja Road into a single Holding

AND WHEREAS the said Panihati Municipality issued Amalgamation Certificate and since then the said two Holdings reassessed

and renumbered as Holding No. 43, Raja Road under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata- 700115, District North 24 Parganas

AND WHEREAS after the amalgamation total area of land is 4 (four) Cottah, 15 (fifteen) Chittaks 6 (six) square feet be the same a little more or less together with construction having an area of 770 square feet standing on the said land appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touji No. 156, R.S. Dag No. 3222 (Part), R.S. Khatian No. 985, 984, lying and situated at **Holding No. 43**, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas fully mentioned in the First Schedule Part- III herein and (hereinafter referred to as the said property)

AND WHEREAS the said (1) SRI SUBHENDU BISWAS, (2) SRI GOPAL BISWAS, (3) SMT. ALPANA BISWAS & (4) SRI PRONAY BISWAS having decided to develop the "said property" and to erect a **Multi** Storied commercial cum residential building thereat duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new **Multi** Storied residential-cum-commercial building thereon comprising of self-contained residential flats/units/shops/garages etc. on ownership basis according to the sanctioned building plan to be duly sanctioned by the **Panihati** Municipality

NOW THIS AGREEMENT WITNESSETH that in pursuance of this Agreement, the parties hereto have agreed for development and for constructing a **Multi** storied residential cum commercial building on the said plot of land and it is hereby agreed to and declared by and between the parties hereto as follows: -

ARTICLE - I: DEFINITIONS:

Unless the context or subject otherwise, requires, words or expression contained in this agreement shall have the following meaning.

I. **THE SAID PROPERTY/PREMISES** belongs to (1) SRI SUBHENDU

BISWAS, (2) SRI GOPAL BISWAS, (3) SMT. ALPANA BISWAS & (4) SRI PRONAY BISWAS, shall mean and include the land measuring an area of 4 (four) Cottah, 15 (fifteen) Chittaks 6 (six) square feet be the same a little more or less together with construction having an area of 770 square feet standing on the said land appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touji No. 156, R.S. Dag No. 3222 (Part), R.S. Khatian No. 985, 984, lying and situated at **Holding No. 43**, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas more fully described in the **First Schedule Part- III** hereunder written.

II. **THE NEW BUILDING:** shall mean and include the new proposed storied residential -cum- commercial building comprising of self-contained residential flats/units / shops / garages/ office spaces on Ownership basis and other structures to be constructed on the said property according to the building plan to be sanctioned by the **Panihat**i Municipality building department after demolition of the existing structure standing thereon.

III. **LAND SHALL MEAN:** the total land contained in "THE SAID PROPERTY" i.e. 4 (four) Cottah, 15 (fifteen) Chittaks 6 (six) square feet be the same a little more or less.

IV. **SANCTIONED BUILDING PLAN:** shall mean and include the plan for construction of the proposed **Multi** storied new building and/or other structures as may be sanctioned by the **Panihat**i Municipality and/or other appropriate authority or authorities on the maximum permissible floor area ratio available under the building rules and laws and shall include any amendments thereto and/or modification, elevations, designs, maps, drawing and other specification thereof as may be made from time to time for construction of the proposed **Multi** Storied building of flats and spaces of the building as described in the **SECOND SCHEDULE** hereunder written;

V. **FLAT/UNIT:** shall mean any self-contained space/unit/office

space/garage apartment in the premises including all fittings and fixtures therein and/or appurtenant thereto agreed to be constructed.

VI. **CONSTRUCTION AREA:** shall mean the total constructive areas as may be sanctioned by the **Panihati** Municipality.

VIII. **OWNERS:** shall mean the owners named above including their respective legal heirs, legal heiresses, legal representatives, executors, administrators and assigns.

IX. **OWNERS ALLOCATION:** Shall mean 35% (thirty five) percent super built up area of total constructed area out of which 4 (four) nos. of self contained residential flats and 2 (two) numbers of garages in the following manner;

- a) One residential flat Being **Flat No. 1B**, on the **South-East** facing on the **first floor** having super built up area of **1126 square feet** be the same a little more or less including lift, stair & lobby.
- b) One residential flat Being **Flat No. 1C**, on the **South-West** facing on the **first floor** having super built up area of **1063 square feet** be the same a little more or less including lift, stair & lobby.
- c) One residential flat Being **Flat No. 2B**, on the **South-East** facing on the **second floor** having super built up area of **1126 square feet** be the same a little more or less including lift, stair & lobby.
- d) One residential flat Being **Flat No. 2C**, on the **South-West** facing on the **second floor** having super built up area of **1063 square feet** be the same a little more or less including lift, stair & lobby.
- e) One garage Being **Garage No. 2**, on the **South** facing on the **ground floor** having super built up area of **200 square feet** be the same a little more or less.
- f) One garage Being **Garage No. 3**, on the **South** facing on the **ground floor** having super built up area of **200 square feet** be

the same a little more or less.

- g) It is made clear that if it is found at the time of final joint measurement that 35 (thirty five) percent of the total constructed area of owner's allocation increased after deducting the above referred allocated area in that case the balance area shall be calculated @ Rs. 2,600/- (rupees two thousand) only per sq.ft. which will be paid by the Developer to the land Owners and vice versa.

X. **DEVELOPER/PROMOTER:** shall mean the Developer named above and include its/their legal heirs, legal heiresses, legal representatives, executors, administrators and assigns.

XI. **PURCHASER:** shall mean and include any person, persons individual, company, partnership firm etc. interested in purchasing unit or units in the proposed new building at the said premises.

XII. **DEVELOPER'S ALLOCATION:** Shall mean remaining portion of the total constructed floor area of the building along with proportionate area of land and common spaces and others facilities after provisions of Owner allocation in terms of clause IX and all the sell proceed of the Developer allocation shall be received by the Developers i.e. **HAPPY DEVELOPER** and registered the Deed of conveyance/conveyances in favour the intended purchaser/purchasers.

XIII. **ARCHITECT:** shall mean any experienced and qualified person or persons, firm or firms or a limited company having the proper, requisite and valid license as Building Architect from the **Panihati** Municipality to be appointed and/or nominated by the Developer as the Architect or Architects of the proposed building to be constructed on the said premises.

XIV. **FLOOR AREA RATIO:** shall mean the floor area ratio available for construction in "the said Premises" according to the prevalent Municipal Law.

XV. **ROOF:** shall mean and include the entire open space of the roof and/or top of the Building, excluding, the space required for the installation of the overhead brick Water Tank, T.V. Antena, Staircase cover and other facilities.

XV. The Developer at their own costs and expenses shall bring the main electric line in the premises and the landowner shall install his own meter at his costs.

XVI. **ENCUMBRANCES:** shall mean charges, liens, lispensens, claims, liabilities, trusts, demands, acquisitions or requisitions of Government and Public Authorities.

XVII. **SINGULAR NUMBER:** shall include the plural and vice-versa.

XVIII. **MASCULINE:** shall mean and include feminine and vice versa.

ARTICLE II: OWNER'S REPRESENTATION & INDEMNITY ON TITLE:

- i) The Owner hereby declares that they are the sole and absolute joint Owners of the said property mentioned in the **First Schedule Part-III** hereunder written and the same are free from all encumbrances and the Owners have a good and marketable title in respect thereof and there is no impediment to the development of the said property and/or entrusting the work of the construction of the building to the Developer in the manner as herein agreed upon. Furthermore Owners also declare that the said property is in their physical possession and occupation.
- ii) All original documents i.e. Deeds, Parcha if any rent receipts etc. shall be handed over by the Owners to the developer at the time of execution of this Agreement and registered a Development Power of Attorney in favour of partners of the **HAPPY DEVELOPER** the Developer herein.

- iii) The Owners agrees that after the execution of this Agreement the Owners shall not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the said property or portion thereof except in the manner as herein expressly provided.
- iv) The Owners hereby also undertakes that the Developer shall have the right to amalgamation with the adjacent plot in to a single plot and shall be entitled to construct and complete the new **Multi** Storied building on the said property as per the plan to be sanctioned by the Municipality and to retain and enjoy the Developer's portion therein without any interruption or interference from the Owners or any person or persons lawfully claiming through or under the Owners and the Owners hereby undertake to indemnify and keep the Developer indemnified against all losses, damage, costs charges and expenses incurred as a result of any breach of this undertaking.

ARTICLE - III: DEVELOPER'S REPRESENTATION

- i) The Developer also hereby undertakes to construct the new **Multi** Storied building in accordance with the sanction plan at its own costs.
- ii) In carrying out the said development work and/or construction of the new building the Developer shall keep the Owner indemnified from and against all third party claims or compensations and actions due to any act of omission, commission or technical defect of the contractor or any accident in or related to the construction of the building for which the entire legal responsibility shall be of the Developer.

ARTICLE IV: EXPLOITATION RIGHT:

- i) The Developer shall get the Building Plan prepared by a duly licensed building Architect as stated hereinabove for the construction of the building and submit the same to the **Panihati** Municipality for necessary sanction and/or permission and/or clearance and/or approval as may or shall be required for the

construction of the new building in the said property and also to get the same duly sanctioned and/or approved. The Developer shall be entitled to take all such change or modifications in the plan or plans from time to time as may be required by the Municipality or the Government or any other authority or to comply with such sanction, permission, clearance and approval as aforesaid. All costs, expenses and payments required for the preparation and sanction of the plan and all other incidental expenses for the above noted purposes stated hereinabove shall be paid and borne by the Developer herein. Provided always that the Developer shall be entitled to all refunds of payments and/or deposits made by the Developer to any authority firm or person(s).

- ii) The said Owners shall sign all papers, which may be required for the sanction of the plan.
- iii) The Developer at its own costs and expenses shall demolish the existing structure standing on the said land and shall be entitled to sell or otherwise utilize the entire demolished structures for its personal gain.

ARTICLE: V: BUILDING

i) The Developer shall at its own cost construct the building in or upon the said property in accordance with the sanctioned plans which will be constructed by the Developer without any hindrance or disturbance by or on behalf of the Owner or any person claiming under them.

ii) The Developer shall be entitled to apply for in the name of the Owner and obtain quota, entitlement and other allocation of or for cement, steel, bricks and other materials as may be allowable for the construction of the building.

iii) The Developer shall be entitled at its own cost to apply for and obtain temporary and/or permanent connection of water, sewage, electricity power, telex, telephone and/or gas to the building and other public utilities and facilities to the said property during the period of construction. The Owner or their legal heirs or assigns shall sign, execute

and deliver all papers and applications, signifying their consent and approval to enable the Contractor to obtain such public utility service and facilities.

iv) The Developer hereby undertakes to prepare the new Building plan and keep it ready for submission before the authorities concerned for the sanction thereof immediately after execution of the instant Development Agreement with Development Power of Attorney and start construction within six months from the receipt of the sanctioned plan from the **Panihati** Municipality and to complete the construction of the building diligently and expeditiously and shall offer the Owner's allocated portion to the Owner within **24 months** from the date of sanction of the building plan unless prevented by circumstances beyond its control. In such eventualities the time shall be reasonably extended by the Owner but not exceeding more than six months.

v) That the Owner hereby also execute Development Power of Attorney in favour of the Developer authorizing them to represent the Owner before the **Panihati** Municipality, or any other authority or authorities including registration office for registration the developers allocation to the intending purchaser or purchasers and to sign any application, Scheme, map, drawing or any other writing in this behalf and to appear before the authority or authorities and to do all acts authorized by the said power of authority which shall remain operative till the construction of the building and sale of the developer's allocation.

vi) That the Developer shall be at liberty to enter into agreement with prospective buyers of the several flats/office space/garage, excepting the Owner's portion at the proposed building with proportionate undivided share or interest in the land of the proposed building will be constructed by the Developer to receive all the sale proceeds thereof and Owner shall not have any claim whatsoever on the same or any part thereof. The Developer shall have the authority or be entitled to deliver khas possession to the said prospective purchasers from the Developers allocation.

vii) The Developer shall be entitled to give possession and shall execute and register the requisite deed of conveyance or conveyances in favour of each of the intending Purchaser/ Purchasers as per agreement for sale which is to be entered in between the Developer and the intending Purchaser or Purchasers and the Owner shall be debarred from demand or claiming for any consideration money or value in respect of the land or any thing attached thereto from the Developer and/or from the intending Purchaser/ Purchasers.

viii) The Owner shall pay all outstanding arrears of Municipal Taxes and other out goings if any in respect of the said land. The Developer shall pay the Municipal and other Government rents and taxes from the date of handing over possession of the said plot of land by the Landowner and the Landowner shall be liable for proportionate taxes and rents to the Government only in respect of their share as mentioned above as Owner's Allocation upon getting physical possession along with possession letter duly signed by the parties of his/their share of allocation of the building.

ix) The Developer shall be at liberty to negotiate for and finalize sale/lease/mortgage/transfer on or in any manner of the total area excluding the reserved areas for the Land Owner fully mentioned in the Article-I, Clause-IX with any prospective buyer or buyers or financier before or in course of construction or after the construction together with undivided proportionate share of land on which the said multistoried building will be constructed and common passage, space and all other common facilities and amenities of such consideration and on such terms and conditions and with such person or persons as the developer shall think fit and proper. It is clearly agreed and declared that consideration money for such transfer as aforesaid including earnest money or initial payments or part payments, full payment thereof shall be received by and belong absolutely to the Developer and the Owner shall not be entitled to any portion thereof.

x) The Developer shall be entitled to put their sign boards on the said land stating the name of the developer, their address and other

particulars as may be required from the date of execution of this agreement. The Developer has the sole right to advertise in the daily news papers, magazines, radio, T. V. or any manner whatsoever in the name of the firm or self for publicity and sale of flats or shops which shall within the Developers allocation.

xi) Be it specifically mentioned herein that the legal heirs and successors of the present Owner and his/her/their heirs, executors, administrators, legal representatives should remain bound to abide by all the terms and conditions mentioned in this agreement if the Owner expire during the completion of the construction of the proposed new building.

xii) It is further specifically agreed that a notice addressed to either party by a registered post with A/D shall be deemed to be a valid notice duly served upon the parties.

ARTICLE - VI: CONSIDERATION & SPACE ALLOCATION:

i) Upon completion of the construction of the new building the Owner shall be allotted the Owner's portion in terms of Article I, Clause IX with the proportionate share or interest in the land, common areas including common roof right and other facilities. Also upon completion of construction of the new building the Developer's portion shall belong to the Developer exclusively and the developer shall be entitled to deal with and dispose of its portion together with the undivided proportionate share or interest in the land, common areas including common roof right and other facilities.

ii) The Owner shall be entitled to transfer or dispose of the Owner's portion of the building with right to use the common areas and facilities situated thereon without any rights, claim demand, interest and whatsoever or howsoever of the Developer and any person or persons lawfully claiming on its behalf shall not in any way interfere with and disturb the quiet and peaceful possession of their portion.

iii) The Developer shall also be similarly exclusively entitled to the Developer's portion in the Building same as Owner and in the common

area and facilities situated thereon with the exclusive right to deal with enter into agreement, sell the same and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Owner or any other person or persons lawfully claiming through them and shall not in anyway interfere with or disturb the quiet and peaceful possession of the developer's portion. Provided always that after the commencement of construction of the Building the Developer shall be entitled at all times to enter into agreement or agreements or contracts for transfer and/or dispose of the area of the Developer's portion on its responsibility and to receive earnest money and payments for the sale of the area of the Developer's portion for which the Owner shall in no way be responsible. Similarly after the commencement of construction of the Building the Owner shall be entitled at all times to enter into agreement or agreements or contracts for transfer and/or dispose of the area of their portion on their responsibility and to receive earnest money and payments for the sale of the area of the Owner's portion for which the Developer shall in no way be responsible.

ARTICLE: VII: COMMON FACILITIES

- i) The Owner shall bear and pay all rates and taxes and all other outgoings in respect of the said premises till the end of last quarter immediately preceding the execution of the Agreement. Thereafter the developer shall bear and pay all rates and taxes and other outgoings in respect of the said premises till the Owner are provided with the Owner's portion of the new Building.

ARTICLE - VIII: MISCELLANEOUS

- i) The Owner and the Developer have executed this Agreement purely on Principal to principal basis and nothing stated herein shall be deemed or constructed as a Joint Venture or Joint Adventure between the Owner and the Developer, nor shall the Developer and Owner in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.
- ii) The Owner or the Developer as the case may be shall not be

considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of Force Majeure with a view that obligation of the party affected by the Force Majeure shall be suspended for the duration of the Force Majeure.

ARTICLE VIII - JURISDICTION

Only Courts in the competent jurisdiction in the District of North 24 Parganas and/or Hon'ble High Court, Calcutta shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties;

ARTICLE IX- POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS WE, (1) SRI SUBHENDU BISWAS (PAN EQQP0432M) (Mobile No. 9851562761), **(2) SRI GOPAL BISWAS** (PAN DMLPB3539R) (Mobile No. 8293890577), both are sons of Sri Adhir Biswas, both are by faith Hindu, by Nationality Indian, by occupation business, both are residing at Pritinagar, Ukilnara, P.O Pritinagar, P.S. Ranaghat, Pin-741247, District Nadia, **(3) SMT. ALPANA BISWAS**, (PAN BDKPB5096H) (Aadhar No. 7879 5476 4074) (Mobile No. 9874207727) wife of Sri Subhankar Biswas, by religion Hindu, by Nationality Indian, by occupation Business & **(4) SRI PRONAY BISWAS**, (PAN DDKPB9159P) (Aadhar No. 4833 7564 3703) (Mobile No. 9836822565) son of Sri Subhankar Biswas, by religion Hindu, by Nationality Indian, by occupation student, both are residing at No. 2, Subhas Nagar, P.O Sukchar, P.S. Khardah, Kotkata- 700115, District North 24 Parganas, being the owner of all that mentioned below **First Schedule Part- III** property, do hereby nominate constitute appoint **"HAPPY DEVELOPER"** (PAN AANFH3959G) a Partnership firm having its principal place of business at Ram Krishna Apartment, Flat No. D, on the Ground Floor, 24/1/C, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S.Khardah, Kolkata-700115, District North 24 Parganas being represented by its partners **(1) SMT. SIMA CHAKRABORTY**, (PAN AZQPC7385M)(Mobile No. 9123998505) widow of late Asim Chakraborty,

by religion Hindu, by Nationality Indian, by occupation Business, residing at 3 No. Deshbandhu Nagar, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas & **(2) SRI CHANCHAL MUKHERJEE** (PAN BEIPM3414D) (Mobile No. 8961611732) son of Sri Nemai Chandra Mukherjee, by faith Hindu, by Nationality Indian, by occupation business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Kolkata- 700115, District North 24 Parganas, as **our** true and lawful attorney to do execute and perform the following acts deeds and things for **ourselves** in **our** names and on **our** behalf.

WHEREAS with an intention to develop my aforementioned property by raising **Multi** storied building upon the said land after demolishing the existing old structure by the developer herein the terms and conditions fully mentioned herein above written and "**HAPPY DEVELOPER**" (PAN AANFH3959G) a Partnership firm having its principal place of business at Ram Krishna Apartment, Flat No. D, on the Ground Floor, 24/1/C, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S.Khardah, Kolkata-700115, District North 24 Parganas being represented by its partners **(1) SMT. SIMA CHAKRABORTY**, (PAN AZQPC7385M)(Mobile No. 9123998505) widow of late Asim Chakraborty, by religion Hindu, by Nationality Indian, by occupation Business, residing at 3 No. Deshbandhu Nagar, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas & **(2) SRI CHANCHAL MUKHERJEE** (PAN BEIPM3414D) (Mobile No. 8961611732) son of Sri Nemai Chandra Mukherjee, by faith Hindu, by Nationality Indian, by occupation business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Kolkata- 700115, District North 24 Parganas, represent **ourselves** as and when required looking after or arranging or managing or taking necessary steps for Develop the said property and sale the developers allocation keeping intact our allocation of the said property

AND WHEREAS in view of the circumstances as aforesaid we are desirous of appointing Attorney in our names and on our behalf to look after and take necessary steps for Develop the said property by raising

multi storied building after demolishing the old structure and sale the developers allocation keeping intact our allocation in terms of Development Agreement of the said property more fully and particularly described in the **First Schedule Part- III** hereunder written.

NOW KNOW ALL MEN BY THESE PRESENTS that **WE, (1) SRI SUBHENDU BISWAS, (2) SRI GOPAL BISWAS, (3) SMT. ALPANA BISWAS & (4) SRI PRONAY BISWAS** do hereby appoint "**HAPPY DEVELOPER**" (PAN AANFH3959G) a Partnership firm, constituted under Indian Partnership Act, 1932 having its principal place of business at Ram Krishna Apartment, Flat No. D, on the Ground Floor, 24/1/C, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S.Khardah, Kolkata-700115, District North 24 Parganas being represented by its partners **(1) SMT. SIMA CHAKRABORTY**, (PAN AZQPC7385M)(Mobile No. 9123998505) widow of late Asim Chakraborty, by religion Hindu, by Nationality Indian, by occupation Business, residing at 3 No. Deshbandhu Nagar, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas & **(2) SRI CHANCHAL MUKHERJEE** (PAN BEIPM3414D) (Mobile No. 8961611732) son of Sri Nemai Chandra Mukherjee, by faith Hindu, by Nationality Indian, by occupation business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Kolkata- 700115, District North 24 Parganas as **our** true and lawful Attorney for **ourselves** and in our names and on our behalf to do, execute and perform or cause to be done deeds and things that is to say.

1. To look after manage and deal with the said property and to do or cause to be done all acts deeds matters and things in respect of Agreement for sale, Deed of Conveyance, any other agreement of the said property including amalgamation with adjacent property if require excluding owners allocation.
2. To cause prepare necessary new building plan, revised plan of our said property for construction **multi** storied building thereat and to sign on the said plan and receive the said plan after sanction by the **Panihati** Municipality on our behalf.

3. To appear, for and represent us and to sign letters, sanction the building plan necessary documents before the **Panihati** Municipality, B.L. & LR.O, Treasury, Revenue offices, electricity office before any Magistrate and in all Court have Civil, Criminal, Original or Appellate Revisional Jurisdiction Including High Court any Tribunals and/or Income Tax, Gift Tax or Wealth Tax Offices and in all other Government or Semi-Government offices in respect of the said property in **our** names and in **our** behalf.
4. To negotiate the terms and conditions for enter into and conclude any Agreement for sale, Deed of Conveyance and any other agreement of **our** said Property excluding owners allocation in terms of Development Agreement mentioned above more fully and particularly described in the Schedule hereunder written, to any Purchaser or Purchasers at such price which **our** said Attorney, in their absolute discretion things fit and proper and / or to cancel and / or repudiate the same in **our** names and on **our** behalf.
5. To receive from the intending Purchaser or Purchasers, Tenant, Licensee and other Agreement holder any earnest money and / or advance or advances and also the balance of Purchase money or any other agreement on completion of such sale of flat, units, garage, shop etc along with proportionate share of land of the said **multi** storied building from the developers allocation fully mentioned in the schedule hereunder written and/ or other agreement and to give good, valid receipt thereof at their own risk,
6. Upon such receipt as aforesaid in our names on our behalf and as **our** act and deed, to sign execute and deliver any deed or deeds, of conveyance or conveyances, Agreement for sale, Sale Deed and any others agreement of **our** said property more fully and particularly described in the **First Schedule Part- III** hereunder written in favour of such Purchaser or Purchasers or other agreement holder or their nominee or nominees or assignee excluding owners allocation.
7. To sign and execute all other deeds instruments that they shall consider necessary and to enter into and / or agree to such

Happy Developer

Sanjay Kumar Singh

Distress

covenants as may be required for fully and effectually in all respect to the said property.

8. To present and sign any such sale deed or deed of conveyance or conveyances or other document or documents like Agreement for Sale, Deed of Gift, Deed of Conveyance and any other Deed or Documents etc. Excluding owner's allocation in terms of Development Agreement mentioned above for registration when executed by their to admit execution thereof and receipt of consideration and appear before the appropriate Registering Authority for Registration the said property according to law and to do all other acts deeds and things which my attorney shall consider necessary for the transferring and/or conveying the said property to such Purchaser or Purchasers, or any other agreement as fully and effectually in all respects.
9. To ask, demand, receive and to appoint lawyers, solicitors, advocates on our behalf and to defend suits against me in any Court of law, execution proceeding or otherwise all moneys payments etc in of any transaction related to and/or connected with any dues claims and demands arising from the dealings, including the sale of the said property stated herein below.
10. To institute any suit content, compromise, withdraw submit to arbitration any suit proceeding claims demand etc. and to all reasonable matters and things as may appear to **our** said Attorney necessary for such sale or any other purpose.
11. To commence prosecute enforce defend answer and oppose and actions and other legal proceedings and demands touching any of the matters concerning the said Property or any part thereof.
12. To sign any correspondence declare and / or affirm any plaint written statement petition affidavit verification Vakalatnama memo of appeal Registered undertaking declaration etc. or any other documents or papers in any proceedings or in any way connected therewith.

13. To appoint engineers, architects, surveyors supervisors, caretakers, masons, carpenters, electricians, plumber etc. and all other persons require for during construction and completion of the said **multi** storied building at their own costs.
14. It is hereby declared that all costs & expenses to be spent and incurred in performance of the powers and authorities hereby conferred shall be borne by the my said attorney as the costs of the construction of the said **multi** storied building fully mentioned in the **First Schedule Part- III** hereunder written.

AND WE, the undersigned Executant, do hereby agree and undertake to ratify and confirm all and whatsoever other act or acts, deeds or proceedings that may be done by the said Attorney on **our** behalf and in our names by virtue of this Development Power of Attorney and same shall be binding on me and be of full force and effect.

THE FIRST SCHEDULE PART- I ABOVE REFERRED TO

ALL THAT land measuring an area of 2(two) cottahs 8(eight) chhattack 11(eleven) square feet be the same a little more or less together with one storied building having an area of 670 square feet (cemented floor) standing on the said land appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touji No. 156, R.S. Dag No. 3222 (Part), R.S. Khatian No. 985, 984, lying and situated at Holding No. 44, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas and the same is butted and bounded as follows:

ON THE NORTH : Two feet wide Municipal drain thereafter

House of Shyamapada Debnath;

ON THE SOUTH : 10'-00" wide Raja Road;

ON THE EAST : House of Kalu Dey Plot No. 12 ;

ON THE WEST : House of Samir Saha Plot No. 10.

Happy Developer

Chandral Mukherjee

Partner

THE FIRST SCHEDULE PART- II ABOVE REFERRED TO

ALL THAT land measuring an area of 2 (two) cottahs 6 (six) chhattack 40 (forty) square feet be the same a little more or less together with 100 square feet RT Shed standing thereon appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touzi No. 156, R.S. Dag No. 3222, R.S. Khatian No. 985, lying and situated at Holding No. 43, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas and the same is butted and bounded as follows:

ON THE NORTH : House of Pradip & Kartick Kundu;

ON THE SOUTH : 10'-00" wide Raja Road;

ON THE EAST : House of Sri Nityananda Saha;

ON THE WEST : Plot No. 3222.

THE FIRST SCHEDULE PART- III ABOVE REFERRED TO
(AMALGAMATED PROPERTY)

ALL THAT land measuring an area of 4 (four) Cottah, 15 (fifteen) Chittaks 6 (six) square feet be the same a little more or less together with pucca construction having an area of 770 square feet standing on the said land appertaining to Mouza Sukhchar, J.L. No. 9, Re. Su. No. 14, Touji No. 156, R.S. Dag No. 3222 (Part), R.S. Khatian No. 985, 984, lying and situated at **Holding No. 43**, Raja Road, under Panihati Municipality, Ward No. 2, P.S. Khardah, Kolkata-700115, District North 24 Parganas and the same is butted and bounded as follows:

ON THE NORTH : Municipal drain;

ON THE SOUTH : 10'-00" wide Raja Road;

ON THE EAST : House of Kalu Dey Plot No. 12;

ON THE WEST : Plot No. 3222.

THE SECOND SCHEDULE ABOVE REFERRED TO

Common Area

- a) Land Mentioned in the First Schedule.
- b) The beam, supports, main walls, corridors, lobbies, stairs, landings,

stairway, electric meter space, entrance to and exit from the building, and other area and space of the Building intended for common use.

- c) Installation of common services such as water, sewerage etc.
- d) Pumps, motors, pipes, ducts and all apparatus and installations in the said building for common use.
- e) Overhead water tanks and reservoir &
- f) The Lift & roof of the building.

**THE THIRD SCHEDULE ABOVE REFERRED TO;
SPECIFICATIONS:-**

R.C.C : R.C.C. Foundation with R.C.C. frame structure made with good quality materials, approved and designed by reputed structure engineer.

Brick Work : 125/75 mm Thick first class bricks/block wall in cement Mortar.

Flooring : Tiles flooring in all Bed room, balcony and drawing cum dining room and all common areas with 100 mm. skirting.

Plastering : All walls will be plastered with (1:6) cement sand mortar and ceiling with (1:4) cement: sand mortar. The interior plastered surfaces will be finished by approved quality POP. The exterior plastered surfaces will be finished by approved quality cement based paint.

Frame : Wooden frame will be provided.

Doors : All doors will be commercial flush door except toilet.

Windows : Aluminum sliding window will be provided in all bed rooms & dining rooms with ornamental Grill for protection, Steel window with glass will be provided at kitchen and toilet.

Kitchen : Black stone kitchen top and 600 mm. High tiled will be provided above the platform. A steel sink will be furnished with :1 no. C.P. Bib-cock and 1 No. C.P. Bibcock will also be provided below the sink

W.C. & Toilet : Tiles floor finish with 1800 mm (including skirting) high dado of glazed tiles on all around bath area at toilet and one white commode and the area around W.C. will have 1500 mm high glazed tiled dado. Fully concealed pipe line fittings for water, White commode with cover to be provided at toilets and W.C. along with 1 cistern & 2 bib cock

& 1 shower (overhead) also is provided in common bathroom only

Plumbing : All plumbing connections will be concealed and will comprise of good quality fittings for water.

Electricity : All the electric connections will be done by casing/concealed conduits as suitable with copper wire.

Bedroom will be provided with 4 light points, 1 fan point & 1 five ampere plug point.

Drawing/Dining will be provided with 4 light points, 1 fan point, 1 five ampere & 1 fifteen ampere plug point.

Kitchen will be provided with 1 light point, 1 exhaust fan point & 1 five ampere plug point.

Toilet will be provided with 1 light point, 1 exhaust fan point.

Balcony will be provided with 2 light point.

All common lobby and stair will be floored by marbles with 100mm high skirting. A beautiful hand railing will be provided in the staircase.

Lift : for vertical transport (24 hrs).

1 AC point & 1 geyser point in each flat.

Happy Developer
Chanchal Kumar Singh

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

SIGNED SEALED AND DELIVERED

by the **LANDOWNER** at Kolkata
in the presence of :

1. Kobensy Dey
D/O - G. Dey
OF - Sukchar
Koi - 115
2. Rahul Rauth
OF - Sodepur.

1. *Handwritten signature*
2. *Handwritten signature*
3. Alpana Biswas
4. Pronay Biswal

SIGNED SEALED AND DELIVERED

by the **DEVELOPERS** at Kolkata
in the presence of:

1. Kobensy Dey
D/O - G. Dey
OF - Sukchar
Koi - 115
2. Rahul Rauth

1. Happy Developer
Sima Chakraborty
Partner

2. Happy Developer
Chanchal Mukherjee
Partner

Read over & explain in Bengali to the landowner in presence of witnesses &

Drafted by

Handwritten signature

Dilip Kumar Saha

Advocate

High Court, Calcutta

WB/1426/1995

SPECIMEN FORM FOR TEN FINGERPRINTS



Handwritten signature in Hindi

Handwritten name in Hindi

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Handwritten signature in Hindi

Handwritten name in Hindi

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Handwritten signature in Hindi

Handwritten name in Hindi

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Handwritten signature in Hindi

Handwritten name in Hindi

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SPECIMEN FORM FOR TEN FINGERPRINTS



Simachakraborty

<i>Simachakraborty</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Chandral Mukherjee

<i>Chandral Mukherjee</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

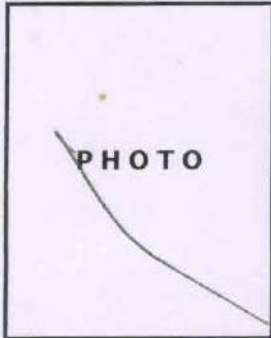


PHOTO	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



PHOTO	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



290520232007432035

GRIPS Payment Detail

GRIPS Payment ID:	290520232007432035	Payment Init. Date:	29/05/2023 22:39:51
Total Amount:	5041	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6127932887518	BRN Date:	29/05/2023 22:40:12
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr DILIP KUMAR SAHA
Mobile: 9830475463

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240074320368	Directorate of Registration & Stamp Revenue	5041
Total			5041

IN WORDS: FIVE THOUSAND FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

Happy Developer
Chanchal Kumar Singh
P



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



192023240074320368

GRN Details

GRN: 192023240074320368 Payment Mode: SBI Epay
GRN Date: 29/05/2023 22:39:51 Bank/Gateway: SBIEpay Payment Gateway
BRN : 6127932887518 BRN Date: 29/05/2023 22:40:12
Gateway Ref ID: IGAPQQUZS5 Method: State Bank of India NB
GRIPS Payment ID: 290520232007432035 Payment Init. Date: 29/05/2023 22:39:51
Payment Status: Successful Payment Ref. No: 2001298007/1/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr DILIP KUMAR SAHA
Address: Adarsha Pally, Khardah, Kol-700116
Mobile: 9830475463
Period From (dd/mm/yyyy): 29/05/2023
Period To (dd/mm/yyyy): 29/05/2023
Payment Ref ID: 2001298007/1/2023
Dept Ref ID/DRN: 2001298007/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001298007/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	5020
2	2001298007/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	5041

IN WORDS: FIVE THOUSAND FORTY ONE ONLY.

Happy Developer
Chanchal Mukherjee

Major Information of the Deed

Deed No :	I-1524-04167/2023	Date of Registration	06/06/2023
Query No / Year	1524-2001298007/2023	Office where deed is registered	
Query Date	21/05/2023 9:02:38 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	D K Saha High Court,Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 9830475463, Status :Advocate		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 74,97,085/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Raja Road, Mouza: Sukhchar, JI No: 0, Pin Code : 700115



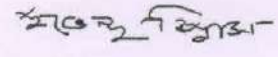


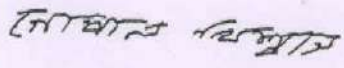


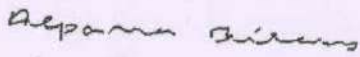
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-3222	RS-985	Bastu	Bastu	4 Katha 15 Chatak 6 Sq Ft		69,77,335/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
Grand Total :					8.1606Dec	0 /-	69,77,335 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	770 Sq Ft.	0/-	5,19,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 770 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		770 sq ft	0 /-	5,19,750 /-	

Happy Developer
Chanchal Mukherjee
 Partner

Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SUBHENDU BISWAS Son of Mr Adhir Biswas Executed by: Self, Date of Execution: 06/06/2023 , Admitted by: Self, Date of Admission: 06/06/2023 ,Place : Office	 06/06/2023	 LTI 06/06/2023	 06/06/2023
	Pritinagar, Ukilnara, City:- , P.O:- Pritinagar, P.S:-Ranaghat, District:-Nadia, West Bengal, India, PIN:- 741247 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: EQxxxxxx2M,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 06/06/2023 , Admitted by: Self, Date of Admission: 06/06/2023 ,Place : Office			
2	Name Mr GOPAL BISWAS (Presentant) Son of Mr Adhir Biswas Executed by: Self, Date of Execution: 06/06/2023 , Admitted by: Self, Date of Admission: 06/06/2023 ,Place : Office	 06/06/2023	 LTI 06/06/2023	 06/06/2023
	Pritinagar, Ukilnara, City:- , P.O:- Pritinagar, P.S:-Ranaghat, District:-Nadia, West Bengal, India, PIN:- 741247 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: DMxxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 06/06/2023 , Admitted by: Self, Date of Admission: 06/06/2023 ,Place : Office			
3	Name Mrs ALPANA BISWAS Wife of Mr Subhankar Biswas Executed by: Self, Date of Execution: 06/06/2023 , Admitted by: Self, Date of Admission: 06/06/2023 ,Place : Office	 06/06/2023	 LTI 06/06/2023	 06/06/2023
	No. 2, Subhas Nagar,, City:- , P.O:- Sukchar, P.S:-Khardaha, District:-North24-Parganas, West Bengal, India, PIN:- 700115 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BDxxxxxx6H,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 06/06/2023 , Admitted by: Self, Date of Admission: 06/06/2023 ,Place : Office			

Happy Developer

dandhal smkheriya



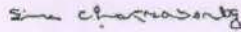


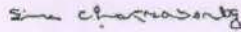


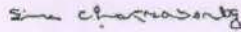









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4	Name	Photo	Finger Print	Signature
	Mr PRONAY BISWAS Son of Mr Subhankar Biswas Executed by: Self, Date of Execution: 06/06/2023 , Admitted by: Self, Date of Admission: 06/06/2023 ,Place : Office	 <small>06/06/2023</small>	 <small>LTI 06/06/2023</small>	 <small>06/06/2023</small>
No. 2, Subhas Nagar,, City:- , P.O:- Sukchar, P.S:-Khardaha, District:-North24-Parganas, West Bengal, India, PIN:- 700115 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: DDxxxxxx9P,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 06/06/2023 , Admitted by: Self, Date of Admission: 06/06/2023 ,Place : Office				

Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature
1	HAPPY DEVELOPER Ram Krishna Apartment, Flat No. D, On The Ground Floor, 24/1/C, Dr. Gopal Chatterjee Road,, City:- , P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115, PAN No.:: AAxxxxxx9g,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mrs SIMA CHAKRABORTY Wife of Late Asim Chakraborty Date of Execution - 06/06/2023, , Admitted by: Self, Date of Admission: 06/06/2023, Place of Admission of Execution: Office </td> <td>  <small>Jun 6 2023 11:51AM</small> </td> <td>  <small>LTI 06/06/2023</small> </td> <td>  <small>06/06/2023</small> </td> </tr> </tbody> </table> <p>3 No Deshbandhu Nagar, City:- , P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AZxxxxxx5M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : HAPPY DEVELOPER</p>	Name	Photo	Finger Print	Signature	Mrs SIMA CHAKRABORTY Wife of Late Asim Chakraborty Date of Execution - 06/06/2023, , Admitted by: Self, Date of Admission: 06/06/2023, Place of Admission of Execution: Office	 <small>Jun 6 2023 11:51AM</small>	 <small>LTI 06/06/2023</small>	 <small>06/06/2023</small>
Name	Photo	Finger Print	Signature						
Mrs SIMA CHAKRABORTY Wife of Late Asim Chakraborty Date of Execution - 06/06/2023, , Admitted by: Self, Date of Admission: 06/06/2023, Place of Admission of Execution: Office	 <small>Jun 6 2023 11:51AM</small>	 <small>LTI 06/06/2023</small>	 <small>06/06/2023</small>						
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr CHANCHAL MUKHERJEE Son of Mr Nemai Chandra Mukherjee Date of Execution - 06/06/2023, , Admitted by: Self, Date of Admission: 06/06/2023, Place of Admission of Execution: Office </td> <td>  <small>Jun 6 2023 11:52AM</small> </td> <td>  <small>LTI 06/06/2023</small> </td> <td>  <small>06/06/2023</small> </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr CHANCHAL MUKHERJEE Son of Mr Nemai Chandra Mukherjee Date of Execution - 06/06/2023, , Admitted by: Self, Date of Admission: 06/06/2023, Place of Admission of Execution: Office	 <small>Jun 6 2023 11:52AM</small>	 <small>LTI 06/06/2023</small>	 <small>06/06/2023</small>
Name	Photo	Finger Print	Signature						
Mr CHANCHAL MUKHERJEE Son of Mr Nemai Chandra Mukherjee Date of Execution - 06/06/2023, , Admitted by: Self, Date of Admission: 06/06/2023, Place of Admission of Execution: Office	 <small>Jun 6 2023 11:52AM</small>	 <small>LTI 06/06/2023</small>	 <small>06/06/2023</small>						

Dr Gopal Chatterjee Road, City:- , P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BExxxxxx4D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : HAPPY DEVELOPER

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Rahul Rauth Son of Mr B Rauth Sodepur, City:- , P.O:- Panihati, P.S:- Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700114			
	06/06/2023	06/06/2023	06/06/2023
Identifier Of Mrs SIMA CHAKRABORTY, Mr CHANCHAL MUKHERJEE, Mr SUBHENDU BISWAS, Mr GOPAL BISWAS Mrs ALPANA BISWAS, Mr PRONAY BISWAS			

Happy Developer
Chanchal Mukherjee
Partner

On 06-06-2023

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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:38 hrs on 06-06-2023, at the Office of the A.D.S.R. SODEPUR by Mr GOPAL BISWAS , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 74,97,085/-

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

Execution is admitted on 06/06/2023 by 1. Mr SUBHENDU BISWAS, Son of Mr Adhir Biswas, Pritinagar, Ukilnara, P.O: Pritinagar, Thana: Ranaghat, , Nadia, WEST BENGAL, India, PIN - 741247, by caste Hindu, by Profession Business, 2. Mr GOPAL BISWAS, Son of Mr Adhir Biswas, Pritinagar, Ukilnara, P.O: Pritinagar, Thana: Ranaghat, , Nadia, WEST BENGAL, India, PIN - 741247, by caste Hindu, by Profession Business, 3. Mrs ALPANA BISWAS, Wife of Mr Subhankar Biswas, No. 2, Subhas Nagar,, P.O: Sukchar, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by Profession Business, 4. Mr PRONAY BISWAS, Son of Mr Subhankar Biswas, No. 2, Subhas Nagar,, P.O: Sukchar, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by Profession Student

Identified by Mr Rahul Rauth, , , Son of Mr B Rauth, Sodepur, P.O: Panihati, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by profession Business

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

Execution is admitted on 06-06-2023 by Mrs SIMA CHAKRABORTY,

Identified by Mr Rahul Rauth, , , Son of Mr B Rauth, Sodepur, P.O: Panihati, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by profession Business

Execution is admitted on 06-06-2023 by Mr CHANCHAL MUKHERJEE,

Identified by Mr Rahul Rauth, , , Son of Mr B Rauth, Sodepur, P.O: Panihati, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/05/2023 10:40PM with Govt. Ref. No: 192023240074320368 on 29-05-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 6127932887518 on 29-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 109602, Amount: Rs.5,000.00/-, Date of Purchase: 15/05/2023, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/05/2023 10:40PM with Govt. Ref. No: 192023240074320368 on 29-05-2023, Amount Rs: 5,020/-, Bank: SBI EPay (SBIePay), Ref. No. 6127932887518 on 29-05-2023, Head of Account 0030-02-103-003-02



Debjani Haldar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2023, Page from 146726 to 146768
being No 152404167 for the year 2023.



Digitally signed by DEBJANI HALDER
Date: 2023.06.13 15:32:22 +05:30
Reason: Digital Signing of Deed.

Debjani Halder

(Debjani Halder) 2023/06/13 03:32:22 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

Happy Developer
Chanchal Mukherjee
Partner

(This document is digitally signed.)