भारतीय गैर न्यायिक INDIA NON JUDICIAI ফ.5000 पाँच हजार रुपये

পশ্চিমবঞ্জা पश्चिम बंगाल WEST BENGAL

Cortified that the Indorsement Sheet's and the Signature Sheet's ettached to this decement are part of the Document

DEVELOPMENT AGREEMENT **CUM POWER OF ATTORNEY** 

Scientional District Sab-Registre JAN 2023

THIS INDENTURE is made this the 1274. Day of December, Two Thousand Twenty Two (2022)

...contd.P/2

BETWEEN

02/12/2022 3051 - Homes smart 2 1 OCT 2022 Velue of Stamp..... Date of Purchase from Butawan Transuty-1 Stamp Vendor - JOYANTA DAS Sadar Registry Office (Burdgan) Licence No. - 6/2010-11 Biswa nath-Kreman Busina graff- Keeman 2627 Rockanati Kurroze Lacer not kirwar Editional District Sub-Rockett Som on the Keepon BURDWAN

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(1) BISWANATH KUMAR PAN No. AGRPK9867G, (2) RADHANATH KUMAR PAN No. AGRPK9868K, (3) PARESHNATH KUMAR PAN No. APXPK8374F, (4) SOMNATH KUMAR PAN No. AGRPK9869J, (5) TAPAN KUMAR KUMAR PAN No. AGRPK9866H, and (6) AMARNATH KUMAR PAN No. AGRPK9871G, all sons of Late Prahlad Chandra Kumar, by faith Hindu, by Nationality Indian, having address at 44, Parkas Road, Burdwan - 713101, hereinafter collectively called and/ or referred to as the "LAND OWNERS" or "OWNERS" (which expression shall unless excluded by or repugnant to the context or meaning thereto, shall mean and include their heirs, administrators, executors, legal representatives and / or successors-in-interest) of the FIRST PART.

AND

SMART HOMES PAN - ADRFS2015B, a business in the nature of partnership having its office at 78, Baranilpur, Becharhat, P.O. Sripally, Dist. Purba Bardhaman - 713103, and having been promoted by five partners namely (1) SOMNATH RAY PAN - ACXPR9491F, son of Subodh Kumar Ray, of Alamganj, Burdwan- 713102, (2) BIKASH CHANDRA DAS PAN - AEUPD1886R son of late Bishnupada Das of Baranilpur, Ambagan, P.O. Sripally, Dist. Purba Bardhaman -713103, (3) SUVRO BASU PAN - AJOPB2190F son of Subhas Chandra Basu of FL'C/3 P-21, Senhati Colony, Behala, Kolkata - 700034, and (4) DEBABRATA TAH PAN - ABLPTS195R son of Mihir Tah of Radha Pally, G.T. Road, Memari, Dist. Purba Bardhaman - 713146, and (5) ARNAB SAMANTA PAN - ATHPS8290G son of Rabindranath Samanta, of St. Xavier's Road, Satabdibagh, Burdwan- 713103, hereinafter referred to as the "DEVELOPERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its/theirs successors, legal representatives, transferees and/or assigns) of the SECOND PART.

WHEREAS SOHRAB MALLICK was the original and absolute owner, occupier and possessor of ALL THAT the piece and parcel of land measuring about 54 decimal, be the same a little more or less,

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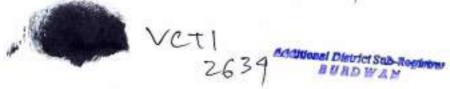
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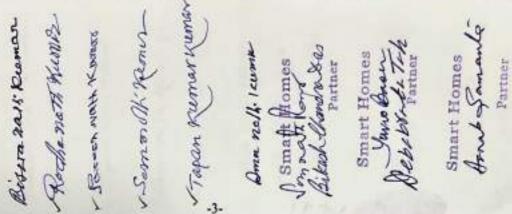
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comprising R.S. Plot No. 459, under R.S. Khatian No. 8, lying and situated at Mouza - Kanainatshal, J.L. No. 76, P.S. Burdwan Sadar, Dist. Purba Bardhaman.

AND WHEREAS the said Sohrab Mallick during his lifetime had gifted 36 decimals out of 54 decimals of the said plot no. 459, in favour of his two brothers namely Asraf Mallick and Mosaraf Mallick, in moiety shares, by a Hebanama being no. 7042 for the year 1964, registered in Book-I, Volume No. 74, pages from 157 to 158, in the office of the District Sub-Registrar, Burdwan.

AND WHEREAS the said MOSARAF MALLICK had transferred his entire right, title and interests in the said plot no.459, to the extent of 18 decimals of the said landed property adjacent to the G.T. Road, in favour of one SANTOSH KUMAR BRAHMA by a deed of sale dated 16.08.1977, being no. 4584 for the year 1977, registered in the office of the District Joint Sub Registrar, Burdwan.

AND WHEREAS the said Santosh Kumar Brahma, while in absolute ownership and possession of his said landed property, transferred 9 decimals out of 18 decimals in the southern portion of the said landed property in favour of one MADAN SHARMA by a deed of sale being no. 5631, for the year 1983, and further transferred the remaining 9 decimals out of 18 decimals in the northern portion of the said landed property jointly in favour of MOHANLAL SHARMA and SADHAN SHARMA, by a deed of sale being no. 5632, for the year 1983, both registered in the office of the District Joint Sub Registrar, Burdwan.

AND WHEREAS with the passage of time the said landed property was divided into two sub-plots by the owners for the purpose of their own convenience, and upon such fragmentation, definition and delineation the said MADAN SHARMA, MOHANLAL SHARMA and SADHAN SHARMA while jointly in ownership and possession of the same had jointly transferred their right, title and interests of portions of the said





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plot no.459, for valuable consideration, measuring about 7566 square feet, comprising two sub plots namely sub plot no. B of about 3701 sq. ft. and sub plot no. A of about 3865 sq. ft., in favour of the parties of the First Part herein, by two Deeds of Transfer dated 01.08.2001, being Nos.4902 and 4903 for the year 2001, respectively, both registered in the office of A.D.S.R. Burdwan.

AND WHEREAS the parties of the First Part herein thus became the absolute owners and possessors of about 7566 square feet of the said landed property comprising portions of the said plot no.459, and have got to mutate their names in the relevant records-of-right under L.R. Khatian Nos. 947, 948, 949, 950, 951 & 952, accordingly.

AND WHEREAS the said PARTIES of the FIRST PART have expressed their desire to develop the said landed property and to construct multi-storied residential cum commercial buildings thereon but for want of finance, technical know-how, skills and other abilities and facilities they could not afford to materialise the said project alone and have approached the Developers herein to get the said property developed and to get residential cum commercial buildings to be constructed thereon at the developers' costs and expenses on agreed terms and conditions.

AND WHEREAS in order to avoid future disputes, disagreements, legal hurdles and/or other discrepancies relating to the said project the parties hereto execute these presents on agreed terms and conditions, which are mentioned herein below.

NOW THIS AGREEMENT WITNESSETH as follows: -

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### DEFINITIONS

1.1 OWNER(S): Shall mean and include the parties of the FIRST PART as more fully described in the first paragraph above written.



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1.2 DEVELOPER(S): shall mean and include the parties of the SECOND PART as more fully described in the second paragraph above written.

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- 1.3 THE SAID PROPERTY: Shall mean and include ALL THAT the piece and parcel of land measuring an area of about 7566 square feet, be the same a little more or less, comprised and contained in L.R. Plot No. 459, under L.R. Khatian Nos. 947, 948, 949, 950, 951 & 952, lying and situated at Mouza Kanainatshal, J.L. No. 76, P.S. Burdwan Sadar, Dist. Purba Bardhaman, which is morefully described in the schedule herein below.
- 1.4 BUILDING(S): Shall mean and include residential cum commercial building(s) consisting of several flats/units together with car parking spaces and other common amenities and facilities to be constructed as B+G+4 storied Residential cum Commercial Building as per plan to be sanctioned and/or any other modified or subsequent plan(s) to be sanctioned by the competent authority/authorities on the said property.
- 1.5 COMMON FACILITIES. Shall mean and include corridors, stairs, roofs, ways, passages, driveways if any common lavatories, transformers, electric meters, if provided by the developers, water pump and water supply, lift, generator sets and other facilities, which will be provided by the developers (equal to all) in the new building(s).
- 1.6. OWNERS' ALLOCATION: (Consideration of this Agreement)
  The Owners shall get jointly as a single unit :-
  - (a) 45% (forty five percent) of the total flat area and/or floor area sanctioned by the competent authority/authorities, and the OWNERS' ALLOCATION shall be provided on all the floors in terms of the aforesaid ratio of the proposed building(s) which shall include ground floors and/or car parking spaces as well in the proposed building(s) TOGETHER WITH proportionate undivided impartible share and/or

interests in the Land TOGETHER WITH common areas and facilities in the proposed building(s).

Such allocation shall be determined and provided to the Owner(s) proportionately or in terms of money value calculable at the agreed market rate per square foot of the selling prices of the different flats and/or units as and when occasion arise or as agreed between the parties on additional terms and conditions.

(b) Handing over and receipt of such consideration by any or either of the parties of the FIRST PART as well as SECOND PART shall fully absolve the parties of the SECOND PART of their liabilities in this regard in all respect. The owner(s) shall in no case be entitled to raise any dispute as regards receipt of their proportionate shares of the consideration of this agreement once the same are handed over or paid in full to any or either of the parties of the FIRST PART upon obtaining due receipts there for in terms of this agreement.

# 1.7. DEVELOPERS' ALLOCATION:

The Developers' allocation shall mean and include the remaining 55% (fifty five percent) of the total flat area and/or floor area sanctioned by the competent authority/authorities and the DEVELOPERS' ALLOCATION shall comprise of all the floors in terms of the aforesaid ratio of the proposed building(s) which shall include the ground floors and/or car parking spaces as well in the proposed building(s) TOGETHER WITH proportionate undivided impartible shares and/or interests in the Land TOGETHER WITH common areas and facilities in the proposed building(s). The Developers shall have the exclusive right to deal with and dispose of the several flats and units including the car parking spaces and any other portion(s) of the proposed buildings in their share and the common facilities and amenities incidental to the said project in their own way without any interference of the Owners; and the Owners shall be obliged to execute the relevant deeds of conveyance incidental thereto.

In the event the Owners' allocation is determined in terms of money value as stated above, the developers shall have the exclusive right to deal with and dispose of all the several flats and units including the car parking spaces and any other portion(s) of the proposed buildings and the common facilities and amenities incidental to the said project in the entirety in their own way without any interference of the Owners; and the Owners shall be obliged to execute the relevant deeds of conveyance incidental thereto.

- 1.8 BUILDING PLAN: Shall mean the B+G+4 storied Residential cum Commercial Building plan to be sanctioned by the competent authorities, and/or any other revised, modified or subsequent plan(s) to be sanctioned by the competent authorities on the said property based on their preparations by the Developers' architects.
- 1.9. POWER OF ATTORNEY: By these presents, along with the execution of this agreement, the owners do hereby also grant a general power of attorney for development of the said property in favour of the Developers herein, or any nominated person/persons of the Developers in accordance with law so that the Developers can proceed in furtherance of and in accordance with this agreement.
- 1.10. TRANSFER: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi-storied building to purchaser thereof although the same may not amount to a transfer in law without causing in any manner any inconvenience or disturbance to the owners.
- 1.11. TRANSFEREE: Shall mean person/persons, firm, limited company, and association of persons to whom any space in the building(s) may be transferred.

- 1.12. FORCE MAJEURE: Means and includes natural calamities, floods, and earthquakes and any other untoward event or events beyond the control of the Developers.
- 1.13. WORDS: Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neuter gender shall include masculine and feminine genders, as applicable.

#### 2. COMMENCEMENT & TIME LIMIT

This agreement shall be deemed to have commenced with effect from the date of execution of this Agreement; and the time limit for completion of the said project is three years from the date of sanction of the building plan.

- OWNERS' RIGHTS AND REPRESENTATIONS:
- The owner(s) hereby declare(s) that they are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
- 3.2. The owner(s) hereby declare(s) that there is/are no other owner or owners or any other lawful claimants in respect of the said property, and in future if any person or persons happen(s) to claim his/her/their shares in the said property, in that case the owners herein (who are signing this agreement) shall be jointly and severally liable for that which shall be adjusted from the present owners' allocation.
- 3.3. The owners shall co-operate with the developers in every possible manner and do all such things as and when required for furtherance and successful completion of the said project including rendering of full assistance and co-operation to the developers in obtaining sanction/revision of the site plan as well as building plans, loans for the said project from any financial or banking institutions etc. at the Developers' costs.

- 3.4. The owners shall not be liable to incur any portion of the costs of and/or incidental to the said project.
- 3.5. The owners or their constituted attorney shall be liable to execute such deeds of conveyance and documents in favour of the intending purchaser/s and/or transferee/s as are required to be made at the instance of the developers for effective transfer of any unit/space in the buildings in respect of the said property.
- 3.6. The Owners hereby agree and covenant with the developers not to cause any interference or hindrance in the construction of the buildings on the said property by any way if the proposed project is otherwise undertaken and/or carried on by the developers in accordance with law.
- 3.7. The Owners hereby agree and covenant with the developers not to do any act or deed or thing whereby the developers may be prevented from selling, assigning and/or disposing of any portion or portions of the space in the proposed buildings or of the said property.
- 3.8. Subject to the full and final apportionment of the respective allocations, the Owners hereby agree and covenant with the developers not to let out, grant, transfer, assign, lease, mortgage and/or create charges in any portion or portions of the space in the proposed buildings or of the said property by their own way save and except at the instance of the developers and shall co-operate in all respect with the developers in disposing of any portion or portions of the flat area or unit and space in the proposed buildings or of the said property including the developers' allocation.
- 3.9. The owners shall supply the original papers/documents to the developers in respect of the said property as and when required for successful implementation of the project.

- DEVELOPERS' RIGHTS AND REPRESENTATIONS:
- 4.1. The owners hereby grant, subject to what has been hereunder provided, exclusive right to the developers to build upon and to exploit commercially the scheduled plots of land and to construct new buildings thereon in accordance with the plan sanctioned by the competent municipal and/or statutory authorities with or without any amendment and/or modification thereto made or caused to be made by the parties hereto. The proposed plan is for a B+G+4 storied residential cum commercial building, subject however to the subsequent sanction of any additional floor(s), the developer(s) shall have the right to build the same on similar terms and conditions as stated herein these presents.
- All applications, plans and other papers and documents as may be 4.2 the purpose of obtaining for required sanctions/permissions from the appropriate authorities shall be prepared and/or submitted by the developers on behalf of the owners at the developers' costs and expenses and the developers shall incur all expenditures of and or incidental to the said project and shall pay all charges and bear all fees and remunerations including that of architect, chartered accountant and lawyer, which are required to be paid for effective exploitation of the said property; provided however, that the developers shall be exclusively entitled to get refunds, if any, of any or all payments and/ or deposits that are made by the developers.
- 4.3 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owners of the said premises or any part thereof to the developer or as creating any right, title or interests in respect of the developers other than an exclusive right and interests of the developers to commercially exploit the same in terms hereto and to deal with the project in the manner herein stated.

#### 5. CONSIDERATION:

5.1. In consideration as aforesaid the owners have agreed to permit the developers to construct, erect and build new building(s) in accordance with the plan to be sanctioned by the competent authority in and over the said plots of land for commercial exploitation of the same.

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5.2. The developers shall construct and complete the residential cum commercial flats/units and car parking spaces in accordance with the plan to be sanctioned by the competent authority/authorities and shall make it fit for occupation with proportionate right in all common portions of the said new building(s).

# 6. POSSESSION & DEMOLITION:

Immediately on or upon execution of these presents the owners shall give quiet, peaceful, vacant and unencumbered possession of the scheduled land to the developers AND with the execution of this presents the developers shall acquire right to survey the entire premises and for making soil testing and preparation for construction of the proposed buildings as would be necessary.

# 7. COMMON LIABILITIES AND FACILITIES:

7.1. The developers shall be exclusively responsible for payment of all municipal/panchayat/development authorities and property taxes, rates, duties and other public outgoings and impositions whatsoever in respect of the said property which are accruing due as and from the date of execution of these presents and handing over of vacant and peaceful possession of the said property to the developers till the date of actual transfer of the same to the transferces AND if there be any dues of such rate/s which have accrued before the date of execution of these presents and handing over of the said property to the developers, that would be borne by the owners exclusively.

- 7.2. If any such above rates, taxes, and/or fees are paid by either of the parties without actually and/or properly ascertaining their mutual liabilities and obligations as determined hereinabove, they shall be reimbursed by either of the parties as the case may be.
- 7.3. The owners shall not do any act, deed or thing whereby the developers are prevented from doing construction of the proposed buildings and/or are prevented from successful completion of the said project.

#### 8. COMMON RESTRICTION:

Both the parties shall be guided by all Laws, bye-laws, rules and regulations of the Government, local bodies and associations when formed in future, as the case may be, without invading the mutual rights and obligations of the parties.

### 9. OWNERS' INDEMNITY:

The owners hereby undertake that the developers shall be entitled to construct the said proposed building(s) and shall commercially exploit the same in terms hereto without any interference and/or disturbance by the owners.

### 10. DEVELOPERS' INDEMNITY:

The developers hereby undertake to keep the owners indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the developers or in relation to the construction of the said new buildings strictly in terms of the plan sanctioned by the competent authority.

### 11. MISCELLANEOUS:

11.1 Nothing in these presents shall be construed as a demise or assignment or conveyance by the owners of the said property or any part thereof to the developers creating thereby any right, title and interest in respect thereof in the developers other than an exclusive right to exploit the same in terms hereof, provided however, the

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developers shall be entitled to borrow money/loan from any financial Institutions, Bank or Banks without creating any financial liability on the owners or affecting their estate and the owners shall not be encumbered and/or be liable for payment of any dues arising out of such financial liability and for that purpose the developers shall keep the owners indemnified against all claims, actions, suit, proceedings and costs, charges and expenses in respect thereof.

- 11.2 Any notice required to be given by the developers shall without prejudice to any other mode of service available be deemed to have been served upon the owners if sent to them under registered/speed post with acknowledgement due at the address given in this agreement.
- 11.3 The owners hereby fully agree and consent that the developers shall have the right to advertise, fix hoardings or sign boards of any kind relating to the publicity and for the benefit or commercial exploitation of the new buildings pertaining to the said project at their own costs and risks from the date of execution of this agreement, and upon completion of such buildings and constructions or earlier, all such advertisements and hoardings shall be cleared of by the developers at their own costs.
- 11.4 The owners hereby further agree and consent that the costs for installations of Generator/Power Backup and Elevator(s) incidental to the proposed project/building shall be proportionately borne by them as per their allocation which shall be realized at an equitable and fixed rate from all the prospective buyers of the different flats/commercial units/car parking spaces in the said building irrespective of the Owners or Developers allocation and upon mutually agreed rate by both the parties herein.

### 12. FORCE MAJEURE:

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended during the subsistence of such force majeure, if any.

### 13. JOINT OBLIGATION:

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The developers shall develop and construct multi-storied buildings on the said property after utilizing the available Floor Area Ratio as per the existent rules and regulations under the law of the land. The owners shall lend their names and signatures in all papers, plans, documents and deeds (if required) which may come in the way of the development and for successful implementation of the project since the project will be that of the developers in the name of the owners.

AND WHEREAS in pursuance of the above agreement the Owners hand over the possession of the said property to the developer(s) which the latter accept and get to enter into the lawful possession of the same.

AND WHEREAS the developer(s) have requested the Owners to grant Power of Attorneys in their favour to enable them to start and carry on with the project and to start construction on the said land and to do all other acts and things, which have been agreed to be done.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSTH THAT

(1) BISWANATH KUMAR PAN No. AGRPK9867G, (2) RADHANATH KUMAR
PAN No. AGRPK9868K, (3) PARESHNATH KUMAR PAN No. APXPK8374F,

(4) SOMNATH KUMAR PAN No. AGRPK9869J, (5) TAPAN KUMAR KUMAR
PAN No. AGRPK9866H, and (6) AMARNATH KUMAR PAN No. AGRPK9871G,
all sons of Late Prahlad Chandra Kumar, all by nationality-Indian, by
faith- Hindu, by occupation- Business, having address at Radhanagar,
P.O.- Burdwan, P.S.-Burdwan Sadar, Dist.-Purba Bardhaman- 713101,
being the owners of the scheduled Property doth hereby nominate,
constitute and appoint (1) SOMNATH RAY PAN - ACXPR9491F, son of
Subodh Kumar Ray, of Alamganj, Burdwan- 713102, (2) BIKASH
CHANDRA DAS PAN - AEUPD1886R, son of late Bishnupada Das of
Baranilpur, Ambagan, P.O. Sripally, Dist. Purba Bardhaman -

713103, (3) SUVRO BASU PAN - AJOPB2190F, son of Subhas Chandra Basu of FL C/3 P-21, Senhati Colony, Behala, Kolkata - 700034, and (4) DEBABRATA TAH PAN - ABLPTS195R son of Mihir Tah of Radha Pally, G.T. Road, Memari, Dist. Purba Bardhaman - 713146, and (5) ARNAB SAMANTA PAN - ATHPS8290G son of Rabindranath Samanta, of St. Xavier's Road, Satabdibagh, Burdwan- 713103, being the partners of SMART HOMES, hereinafter referred to as our Attorneys, to be our true and lawful attorneys in our names and on our behalf to do jointly or severally all and/or execute all or any of the following acts, deeds, matters and things for us and on our behalf and in our names viz.

- To develop and negotiate for selling and to accept advance booking
  of the buildings consisting of several flats/units for
  residential/commercial purpose in the said property.
- 2. To apply for permission/exemption from the Competent Authority, the State of West Bengal and/or any other authority/ authorities under the law as may be required and for all the permission and/or sanction incidental to the developmental project as required in law and for that purpose to make any declarations, sign forms in our names and on our behalf as our Attorney(s) shall deem fit and proper, and also to appear before any competent or appellate authorities under the law and/or State Government in connection with different permissions and/or sanctions incidental to the development of the said property as aforesaid and generally to do various acts, deeds, matters and things connected with the matters relating to such development in the manner our said Attorney(s) may deem fit and proper and conducive in connection with all matters pertaining thereto.
- 3. To make and prepare and/or cause to be made and prepared at their entire cost all such layout, sub-division, plans, specifications and designs and/or any alterations in the existing plans and/or specifications as may be necessary, required and advisable at the discretion of our said Attorney(s) for the purpose of constructing the buildings and flats/units on the said property before the Municipal

Authority and/or any other Concerned Authority and/or Local Bodies and to engage the services of any Architect, Engineer, Consultant, or any person as may be necessary or advisable at the discretion of our said attorneys and to pay necessary fees and premium required for getting the plans sanctioned and do all other acts and things as may be necessary for getting the plans of the proposed buildings and flats/units sanctioned by the Municipal and other authorities.

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- 4. To pay and discharge all ground rent, taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the said property from the date of the said agreement onwards.
- 5. To commence, carry out and complete and/or cause to be commenced and completed, construction work at their entire cost on the said property in accordance with the sanctioned plans and specifications and so far as any construction work is concerned, to see that all applicable rules and regulations, which are made by the Government and/or Municipal Authority and/or any other Competent Authority or authorities for the time being are strictly observed.
- 6. To invite prospective customer(s)/purchaser(s) and offer for the purpose of booking of one or more flats/units or structures in the building(s) on the said property, to accept such advance booking(s) or offers and such consideration(s) and on such terms and conditions as the said attorneys may in his/their absolute discretion deem fit.
- 7. To enter into such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development of the said property wholly, partly or in stages and for constructions of buildings or structures thereon and/or furnishing the premises therein as the said attorneys may in his/their absolute discretion deem fit and to pay the costs of construction and development of the said buildings, flats/units or structures and

furnishing of the premises to such contractors and other persons or bodies and to obtain valid receipts and discharges therefore, and to enter into contracts for supply of materials, labour and for all other services as may be required for development and construction of the buildings or structures on the said property on such terms and conditions as our said attorneys may in his/their absolute discretion deem fit and proper.

- 8. To carry on correspondence with all concerned authorities and bodies including the Government and all its departments, the Municipal Authority and/or Police Authorities, for the time being, in connection with the proposed development project to be carried out on the said property and any other matters pertaining to the said property and incidental to the said development agreement.
- 9. To appear and represent us before any and all concerned authorities and parties as may be necessarily required and/or advisable in the sole discretion of our said Attorney(s) for or in connection with the development of the said property and to make such agreements arrived at such arrangement as may be conducive to the development work and completing the same.
- 10. To enter upon the scheduled property at any time and do all such acts which are otherwise lawful and necessarily required and/or advisable in the sole discretion of our said Attorney(s) for or in connection with the development of the said property.
- 11. To represent before the public, local and/or private authorities in respect of the development of the property and to make such of the actions and things as may be necessary for effectually commencing the said development work and completing the same.
- 12. To deal with and correspond with WBSEDCL for obtaining electric connection including execution of lease deed in respect of any portion of the said property for the purpose of enabling the Electric Supply

Company to put up and erect an electric sub-station and/or transformer for the supply of electricity to the buildings and flats/units therein that may be constructed on the said property and for that purpose to sign all letters, applications, undertakings, terms and conditions as may from time to time be thought necessary or as may be required by the concerned authorities.

- 13. To empower on our behalf and in our name and to represent our interest before all and sundry authorities under the law for any purpose(s) as may be necessary under any local Act, Rules, Regulations or Bye-laws and also to appear before any public or Government officer or other Authorities whosoever for the aforesaid developmental purpose.
- 14. To make applications for connections, electric supply, water and other incidental requirements which may be required for the purpose of efficacious development of the aforesaid property.
- 15. To ask, demand, sue for, enforce payment and/or recover and receive and give effectual receipt and discharge from any person or persons, rents and/or compensation and/or mesne profits in respect of the said property which now are or which at any time or times hereafter may become due and payable to us.
- 16. To apply for refund of deposits made or to be made with the Municipal Authority, WBSEDCL, and other concerned Authorities, and receive the said refunds on our behalf.
- 17. To nominate, appoint, engage and authorise solicitors, advocates, Income-tax and Sales-tax practitioners, Chartered Accountants, Architects, Surveyors, Engineers, Centractors, Sub- Contractors and other professional agents and to sign and give warrants or vakalatnamas or other necessary authorities in their favour from time to time and to revoke their appointments and pay their remuneration including special fees and charges.

18. To make, sign and submit applications, petitions, letters and writing appeals, etc. to appropriate Government Departments, Local authorities and/or other Competent Authorities for all and any licenses, permissions, exemptions, sanctions and consents required by any law or otherwise in connection with the management, improvements and development of the said property.

Beardnass Kumas

Parest Nath Council

19. In connection with or relating to the said property to take action against person or tenants, occupiers, etc. if any, in any court, to represent us in any Court of law and to sign all applications, plaints, written statements, applications, affidavits, review, appeal, petitions, on our behalf from time to time be found necessary, proper and/or enter into any agreement relating to said development of property or to refer the same to arbitration or to otherwise deal with the same as effectively to all intents and purposes aforesaid to appoint Advocate(s), Solicitors and Counsel and to sign vakalatnama and/or authorisations on our behalf, but at their entire risk as to costs.

20. To make application before the municipal authorities and such other private and public authorities for making availability of water, electricity, etc. on the said property that may be required for commencing the development work and to complete the same and for that to execute necessary writings including undertakings.

21. To make applications to the government or semi-government authorities for sanction of cement and steel and/or such other building materials as may be required for the said development work and for that purpose to execute necessary writings including undertakings and bonds and to furnish necessary deposits for the same.

22. To manage the said property written hereunder and to take such of the steps as may be necessary to manage the said property till the time of completion of the said development.

BLOKE ROLL PREMOZ

- 24. To do any act, deed or thing, as our said Attorney(s) may deem fit and proper and necessary in the best interest of us and in the best interest of the said property.
- 25. To do all other acts and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes in the best interest of the said property.
- 26. For any of the purposes mentioned hereinabove to sign all applications, papers, undertakings, terms and conditions as may be required from time to time, at their own cost.
- 27. To advertise in the newspapers for the sale of residential flats/commercial units in the development and to enter into agreements for the sale of such Residential flats/commercial units with the prospective purchasers on and for such price or consideration and upon, such terms and conditions as our said Attorney(s) shall deem fit and proper and for the same and also to execute all such writings as may be necessary, effectually entering into the said Agreements for Sale of residential/commercial flats/units and to do all such necessary acts and things as may be necessary or proper in that behalf.
- 28. Subject to fulfillment of obligations under the said agreement of development, to sign and execute for us and on our behalf any conveyance(s) and to present any such conveyance(s) for registration, to admit execution and receipt of consideration before the Sub-Registrar having authority for and to have the said conveyance(s) registered and to do all acts, things and deeds, which our said Attorney(s) shall consider necessary for conveying the said property or

portions, flats/units/car parking spaces thereof upon development to the purchaser(s) or their nominee or nominees as fully and effectively in all respects as we could do the same ourselves.

- 29. To sign declarations as may be required under the Income-tax Act and application thereunder and to appear before any taxing authority on our behalf to do all the acts, deeds, matters and things necessary for obtaining certificates under the Income-tax Act, 1961.
- 30. To present for registration with the registering authority the document or documents of whatsoever nature executed by us which are incidental to the said developmental project and to admit the execution thereof before the registering authority.
- 31. To sign transfer forms, documents and writing for transferring the property or portions thereof in the records of Government or municipal authorities and other public authorities and to do all other acts in connection therewith.
- 32. And also for more effectually doing, executing and performing the several matters and things aforesaid to appoint from time to time or generally such person or persons as our attorney(s) may think fit as their substitute or substitutes, to do, execute and perform all or any of such matters and things as aforesaid and any such substitute or other in his or their place and we hereby agree at all times to ratify and confirm whatever our attorneys or any such substitutes or substitute shall lawfully do or cause to be done in or about the said properties and even in case of our demise our heirs and successors-in-title or administrators and assigns shall remain bound to reconstitute our said attorneys or their nominees with such powers as per their directions.
- 33. To do everything whatever which may be at the sole discretion of our said Attorney(s) deemed fit, or expedient for sale and/or enjoyment and/or development of the said property and which we

ourselves could do if personally present and as if this power had not been executed.

- 34. And generally to do and cause to be done all acts, deeds, matters and things as our said Attorney(s) shall think fit and proper for the purpose of sale of flats/units and enjoyment and the development of the said property, as amply and effectual as we could have personally done.
- 35. All charges and expenses of and incidental to any act, deed, matter or thing done or caused to be done by our said Attorney(s) in exercise of any power or powers herein contained shall be borne and paid and provided for by our said attorney(s) themselves and we shall not be responsible for the same and the said Attorney(s) shall indemnify and keep indemnified our estate and effects from and against the payment of the aforesaid costs, charges, that may have to be paid by us by reason of our Attorney(s) doing or causing to be done any act, deed, matter or thing by virtue of these presents.
- 36. The Owners hereby agree and undertake to ratify and confirm all and whatsoever the said attorneys under the power in that behalf and shall lawfully do or cause to be done in the premises either jointly and/or severally aforesaid by virtue of these presents.
- 37. This power of attorney has been granted without receiving and/or intending to receive any monetary or other financial consideration for execution of the same.

# DISPUTE REDRESSAL MECHANISM

 The Parties shall use their respective reasonable endeavours to settle any Dispute amicably. If a Dispute is not resolved within sixty(60) days after written notice of a Dispute by one Party to the other Party amicably, then the Dispute shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

- The venue and seat of such arbitration shall, unless otherwise agreeable to the Parties, be at Burdwan, West Bengal, India.
- Subject to the provisions of these presents, the Courts at Burdwan shall have jurisdiction over these presents.

#### SCHEDULE

(The demised Plot of land)

ALL THAT the piece and parcel of land measuring an area of about 7566 square feet, be the same a little more or less, as inferable from the two Deeds of Transfer dated 01.08.2001, being Nos.4902 and 4903 for the year 2001, respectively, both registered in the office of A.D.S.R. Burdwan, comprised and contained in L.R. Plot No. 459, under L.R. Khatian Nos. 947, 948, 949, 950, 951 & 952, lying and situated at Mouza - Kanainatshal, J.L. No. 76, P.S. Burdwan Sadar, Dist. Purba Bardhaman, ALONG WITH all liberties, privileges and easement rights appurtenant thereto and TOGETHER WITH all rights, title, interests, possession of the owners through their predecessors.

[SPECIFICATION OF WORK]

Foundation Foundation and

Super-structure

The building shall be designed on reinforced cement concrete foundation with RCC Columns, Beams based on computerized programme and/or as per specification of the Architect & duly sanctioned by the competent authorities.

Building

R.C.C frame structure Building.

Walls

 External = 200mm (8") thick brick wall with cement mortar.

Internal = 125/75 mm (5"/3") thick brick wall with cement mortar.

Windows

Sliding/casement type with powder coated aluminum frame & smoked/tinted glass.

Roof Treatment waterproof treatment on terrace.

Elevators : Semi automatic elevators of adequate capacity for residential flats/units.

Others

: Other works to be paid extra on the basis of quotation.

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

SIGNED SEALED AND DELIVERED

at Burdwan in presence of:-

1. Boni book &s Kifeller, Bardon 2. Possonte Miner Do Kefel Marchen

Biswa noth Reeman Rodhenoth Kumas

- Jaresh Kath Kumar.

/ Seon out Keemer\_

- Tapan Kumer Kumer Ama noll- Icema

SIGNATURE OF OWNER(S)

Smart Homes

Smart Homes

Partner

SIGNATURES OF DEVELOPER(S)

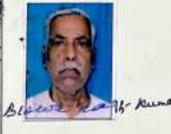
Drafted by and typed

in the office of

UTTIYA RAY, Advocate

High Court at Calcutta Enrolment No. WB/329/2002

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# Government of West Bengal

# Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. Bardhaman, District Name :Purba Bardhaman Signature / LTI Sheet of Query No/Year 02032003481188/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Biswanath Kumar Parkas Road, City:- Burdwan, P.O:- Burdwan, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101	Land Lord			Biosca Padh.
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Victoria de Carto de	Land Lord			Colhe ne 1 Hum?
SI	Name of the Executant	Category	Photo	Finger Print	Signature with date
3		Land Lord			Socres HONA (Kurgnay) 12-12-2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI o.	Name of the Executant	Category	Photo	Finger Print	Signature with date
	Mr Somnath Kumar Parkas Road, City:- Burdwan, P.O:- Burdwan, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101	Land Lord			Son nJK. Kem. 12.12.22.
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
5	Mr Tapan Kumar Kumar Parkas Road, City:- Burdwan, P.O:- Burdwan, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101	Land Lord		•	Signature with
S	Name of the Executar	t Category	Photo	Finger Print	date
	Mr Amarnath Kumar Parkas Road, City:- Burdwan, P.O:- Burdwan, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101	Land Lord	9		Anna 70/ 12022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI Io.	Na	me of the Executant		Photo	Finger Print	Signature with date
7	Ala Bu Nu Ba , C Ba	amganj, City:-	Represent ative of Developer [SMART HOMES]			Signature with
SI	1	Name of the Executant	Category	Photo	Finger Print	date
	3 6	Mr Bikash Chandra Das Baranilpur, Ambagan, City:- Burdwan, P.O:- Sripally, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 1713103	Represent ative of Developer (SMART HOMES)			Silas/ Mandra Yas 12/12/2022
Ì,	SI No.	Name of the Executan	t Category	Photo	Finger Print	date
	9	Mr Suvro Basu City:- Burdwan, P.O:- Behala, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 700034	Represent ative of Developer [SMART HOMES]			Juna Basan 12/12/22

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI lo.	Name of the Executan	Category		Fin	ger Print	Signature with date
10	Mr Debabrata Tah Radha Pally, City:- Memari, P.O:- Memari, P.S:-Memari, District:- Purba Bardhaman, Wes Bengal, India, PIN:- 713146	Represent ative of Developer [SMART st HOMES]	ale A			Reprosente 75/12/2022
SI No.	Name of the Executar	Category Photo		Finger Print		Signature with date
11	Mr Arnab Samanta St. Xaviers Road, Block/Sector: Shatabdibag, City:- Burdwan, P.O:- Sripall P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103	ative of Developer [SMART				Arns Sanandé
S	Name and Address	Identifie	r of	Photo	Finger Pri	int Signature with date
1	Mr Prasanta Kumar Das Son of Late Anil Kumar Das Kotalhat, City:-	tr Biswanath Kumar, Mr tadhanath Kumar, Mr Pareshnath Kumar, Mr Somnath Jumar, Mr Tapan Kumar Kumar, Mr Amarnath Kumar, Mr Somnath Ray, Mr Bikash Chandra Das, Mr Suvro Basu, Mr Debabrata Tah, Mr Arnab Samanta				1893 vot 12/12/02

(Sanjit Sardar)

ADDITIONAL DISTRICT
SUB-REGISTRAR

OFFICE OF THE A.D.S.R.
Bardhaman

Purba Bardhaman, West
Bengal

आयकर विमाग

100

भारत सरकार GOVT OF INDIA

INCOME TAX DEPARTMENT

SOMNATH RAY

SUBODH KUMAR HAY

12/12/1972

ACXPR9491F

Stomwath Form



Som nate Rang



Bisun north- Rumar

# भवाई लेका भारत /PERMANENT ACCOUNT NUMBER

# AGRPK9868K



RADHA NATH KUMAR

RM ST THE SEATHERS NAME PRALLADH CHANDRA KUMAR

12-03-1945

FRIENT /SIGNATURE

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कारकर कामुक, प्रजेता।

COMMISSIONER OF INCOME-TAX, W.B. - II

Rodhamath Humos



Paresh Math Kumar



Som on Mr. Keeron

AGRPK9866H





TAPAN KUMAR KUMAR

PRAHLLAD KUMAR

जन्म सिक्का /DATE OF BIRTH 03-10-1956

FRITIATY /SIGNATURE

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COMMISSIONER OF INCOME-TAX, W.B. - III

Tapan Rumer Rumar

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MAR NATH KUMAR

PRAHLAD KUMAR

WM RIR /DATE OF BIRTH 03-08-1961

SWITHER ISIGNATURE

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COMMISSIONER OF INCOME-TAX, W.B. - III

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WITH MANUE
BIKASH CHANDRA DAS

AMILITARIA FATHERS NAME
BISHNUPADA DAS

94 98 DATE OF BIRTH 14-02-1973

WHITE SIGNATURE

Albert Harden

Staling

STORY SIGN, (BY: AN.), WIR. COMMISSIONER OF INCOME-TAXIOUS XOUKATA इस बर्च्य के जो / जिस काने पर कृत्या जारी करने
याने प्रतिकारी को सुनित / कपस कर दे
योगुत आपकर अनुका(बद्धित एवं एकनिकी),
पी-7,
बोरपी प्रकारप,
अस्तवार - 700 000.
In case this card is hostfound, bindly informativeness to
the lasting authority :
Jaint Commissioner of Income-(aufbystoms & Technical).
8-7,
Chowringhee Square,
Calcuite-700 069.

Bikash Chandre Sas



Prasanta Kumar Das Date of Birth/DOB: 03/10/1964 Male/ MALE

Mobile No: 9732064711

5945 8029 0790



আমার আধার, আমার পরিচয়



भारतीय तिशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIV

Address :

S/O Anil Kumar Das, D.D. Tewari road, Kotalhat, Barddhaman (m), Nutanganj, West Bengal - 713102

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





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	PC   N	1.76	C 24 E	135

GRN:

192022230210172948

GRN Date:

10/12/2022 13:09:52

BRN:

9724195834337

Gateway Ref ID: **GRIPS Payment ID:** 

101220222021017293

Payment Status:

709801269

Successful

Payment Mode:

Bank/Gateway:

Gateway

SBI Epay

BRN Date:

Method:

Payment Init. Date:

Payment Ref. No:

SBIePay Payment

10/12/2022 13:22:24 Axis Bank-Corporate NB

10/12/2022 13:09:52

2003481188/1/2022

[Query No/\*/Query Year]

### **Depositor Details**

Depositor's Name:

Mr SMART HOMES

Address:

BURDWAN

Mobile: Period From (dd/mm/yyyy): 7001903840 10/12/2022

Period To (dd/mm/yyyy):

10/12/2022

Payment Ref ID:

2003481188/1/2022

Dept Ref ID/DRN:

2003481188/1/2022

**Payment Details** 

SI. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003481188/1/2022 2003481188/1/2022	Property Registration- Stamp duty Property Registration- Registration Fees	0030-02-103-003-02 0030-03-104-001-16	2060 21
-2	2003401100112000		Total	2081

IN WORDS:

TWO THOUSAND EIGHTY ONE ONLY.



# Government of West Bengal GRIPS 2.0 Acknowledgement Receipt **Payment Summary**





GRIPS	Payment	Detail
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GRIPS Payment ID:

101220222021017293

2081

Total Amount: Bank/Gateway:

SBI EPay

BRN: **Payment Status:**  9724195834337

Successful

Payment Init. Date:

No of GRN:

Payment Mode:

BRN Date:

Payment Init. From:

10/12/2022 13:09:52

SBI Epay

10/12/2022 13:22:24 Department Portal

Depositor Details

Depositor's Name:

Mobile:

Mr SMART HOMES

7001903840

Payment(GRN) Details

Amount (₹) Department GRN Sl. No. 2081 Directorate of Registration & Stamp Revenue 192022230210172948 2081 1

Total

TWO THOUSAND EIGHTY ONE ONLY.

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

pages below.

## Major Information of the Deed

Deed No :	1-0203-00062/2023	Date of Registration	04/01/2023			
		Office where deed is r	egistered			
Query No / Year 0203-2003481188/2022		A.D.S.R. Bardhaman, District: Purba Bardhama				
Query Date	09/12/2022 4:08:49 PM	A.D.S.R. Bardnaman, District 1 4.55				
Applicant Name, Address & Other Details	BANI BRATA DAS KOTALHAT, Thana: Bardhaman , District: Purba Bardhaman, WE Status: Deed Writer	Bardhaman thaman, WEST BENGAL, PIN - 713102, Mobile No. : 933210714				
40.00	Otalia de la companya della companya della companya de la companya de la companya della companya	Additional Transaction				
Transaction [0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs: 1/-], [4305] Other than Immovab Property, Declaration [No of Declaration: 1]				
		Market Value Rs. 44,94,210/-				
Set Forth value						
		Registration Fee Paid	The second second			
Stampduty Paid(SD)		Rs. 21/- (Article:E, E, E)				
Rs. 7,060/- (Article:48(g))		10012-11-1				
Remarks						

District: Purba Bardhaman, P.S:- Barddhaman, Gram Panchayat: BAIKUNTHAPUR-II, Mouza: Kanainatshal, Jl No: 76, Pin Code: 713103

Pin	Code: 71310	3 Khatian	Land	Use	Area of Land	SetForth	Market Value (In Rs.)	Other Details
Sch	Plot Number	Number	Proposed	ROR			7,49,035/-	Width of Approach
L1	100	LR-947	Bastu	Shali	1261 Sq Ft	8	1/10/00/00	Road: 75 Ft., Adjacent to Metal Road,
					1004 0 - 54		7,49,035/-	Width of Approach
L2	LR-459 (RS :-)	LR-948	Bastu	Shali	1261 Sq Ft		10.55	Road: 75 Ft., Adjacent to Metal Road,
							7 49 035/-	Width of Approach
L3	LR-459 (RS :-)	LR-949	Bastu	Shali	1261 Sq Ft		7,40,000	Road: 75 Ft., Adjacent to Metal Road,
							7 49 035/-	Width of Approach
L4	LR-459 (RS :-)	LR-950	Bastu	Shali	1261 Sq Ft	-	7,740,000	Road: 75 Ft., Adjacent to Metal Road,
							7 49 035/-	Width of Approach
L5	LR-459 (RS :-)	LR-951	Bastu	Shali	1261 Sq Ft		1,10,25	Road: 75 Ft., Adjacent to Metal Road,
					4004 C- E		7,49,035/-	Width of Approach
L6	LR-459 (RS ;-)	LR-952	Bastu	Shali	1261 Sq Ft		11340	Road: 75 Ft., Adjacent to Metal Road,
					17.3388Dec	0 /-	44,94,210 /-	
		TOTAL						
	Grand	Total:			17.3388Dec	07-	44,54,2101	1

### Land Lord Details:

No	Name,Address,Photo,Finger print and Signature
1	Mr Biswanath Kumar (Presentant ) Son of Late Prahlad Chandra Kumar Parkas Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman Son of Late Prahlad Chandra Kumar Parkas Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others, District:-Purba Bardhaman, P.O:- Burdwan, P.O:- Burdwa
2	Mr Radhanath Kumar  Son of Late Prahlad Chandra Kumar City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra  No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution:  Admitted by: Self, Date of Admission: 12/12/2022 ,Place : Pvt. Residence  Admitted by: Self, Date of Admission: 12/12/2022 ,Place : Pvt. Residence
3	Mr Pareshnath Kumar  Son of Late Prahlad Chandra Kumar Parkas Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar Parkas Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Son of Late Prahlad Chandra Kumar Parkas Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman  Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Others,  District:-Purba Bardhaman, Policy By Caste: Pivi. Residence, Executed by: Self, Date of Execution: 12/12/2022 Place: Pvt. Residence  July Piniture By Caste: Pvt. Residence  Admitted by: Self, Date of Admission: 12/12/2022 Place: Pvt. Residence  Admitted by: Self, Date of Admission: 12/12/2022 Place: Pvt. Residence
4	st Compath Kumar
5	To The Kumar Kumar
6	se American Kumar

Dev	veloper Details :
SI	Name,Address,Photo,Finger print and Signature
1	SMART HOMES  City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman  District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, PAN No.:: ADxxxxxx58,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Somnath Ray Son of Mr Subodh Kumar Ray Alamganj, City:- Burdwan, P.O:- Nutanganj, P.S:-Bardhaman Son of Mr Subodh Kumar Ray Alamganj, City:- Burdwan, P.O:- Nutanganj, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste:
2	Mr Bikash Chandra Das  Son of Late Bishnupada Das Baranilpur, Ambagan, City:- Burdwan, P.O:- Shpany, Son of Late Bishnupada Das Baranilpur, Ambagan, City:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, By Caste: Hindu, District:-Purba Bardhaman, West Bengal, By Caste:
3	Mr Suvro Basu  Son of Mr Subhas Chandra Basu City:- Burdwan, P.O:- Behala, P.S:-Bardilament  Son of Mr Subhas Chandra Basu City:- Burdwan, P.O:- 700034, Sex: Male, By Caste: Hindu,  District:-Purba Bardhaman, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu,  District:-Purba Bardhaman, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu,  Occupation: Business, Citizen of: India, PAN No.:: ajxxxxxxx0f, Aadhaar No Not Provided by UIDAI  Occupation: Business, Citizen of: SMART HOMES (as Partner)
	Mr Debabrata Tah Son of Mr Mihir Tah Radha Pally, City:- Memari, P.O:- Memari, P.S:-Memari, P.S:
	SMART HOMES (as Partner)  Mr Arnab Samanta  Son of Mr Rabindranath Samanta St. Xaviers Road, Block/Sector: Shatabdibag, City:- Burdwan, P.O:- Son of Mr Rabindranath Samanta St. Xaviers Road, Block/Sector: Shatabdibag, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman  District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu,  District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu,  District:-Purba Bardhaman, West Bengal, India, PAN No.:: ATxxxxxx0G, Aadhaar No Not Provided by UIDAI  Occupation: Business, Citizen of: India, PAN No.:: ATxxxxxx0G, Aadhaar No Not Provided by UIDAI  Status: Representative, Representative of: SMART HOMES (as Partner)

Identifier Details :	Photo	Finger Print	Signature
Name	7 41010		
Mr Prasanta Kumar Das Son of Late Anii Kumar Das Kotalhat, City:- Burdwan, P.O:- Nutanganj, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713102	90		Kumar, Mr Somnath Kumar, Mr Tapan Kun

Identifier Of Mr Biswanath Kumar, Mr Radhanath Kumar, Mr Pareshnath Kumar, Mr Somnath Kumar, Mr Tapan Kumar Kumar, Mr Amarnath Kumar, Mr Somnath Ray, Mr Bikash Chandra Das, Mr Suvro Basu, Mr Debabrata Tah, Mr Arnab Samanta

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr Biswanath Kumar	SMART HOMES-2.8898 Dec
Trans	fer of property for L2	MAINTENANT LANGUE AND AND
SI.No	From	To. with area (Name-Area)
1	Mr Pareshnath Kumar	SMART HOMES-2.8898 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	Mr Pareshnath Kumar	SMART HOMES-2.8898 Dec
Trans	fer of property for L4	
the second second	From	To. with area (Name-Area)
1	Mr Somnath Kumar	SMART HOMES-2.8898 Dec
Trans	fer of property for L5	。
The second second	From	To. with area (Name-Area)
1	Mr Tapan Kumar Kumar	SMART HOMES-2.8898 Dec
Trans	fer of property for L6	
	From	To. with area (Name-Area)
1	Mr Amamath Kumar	SMART HOMES-2.8898 Dec
	The second secon	

# Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Gram Panchayat: BAIKUNTHAPUR-II, Mouza: Kanainatshal, Jl No: 76, Pin Code: 713103

n Cod	e : 713103 Plot & Khatian	Details Of Land	Owner name in English as selected by Applicant	
Sch	Number	Owner:বিশ্বনাথ কুমার, Gurdian:প্রয়াদ	Mr Biswanath Kumar	
L1	LR Plot No:- 459, LR Khatian No:- 947	owner:বিশ্বনীৰ কুনার, তিত্তাভা, বর্ধমান, কুনার, Address:পার্কাস রোড, বর্ধমান, Classification:শানি, Area:0.030000000 Acre,	The Manager	
L2	LR Plot No:- 459, LR Khatian No:- 948	Owner:রাধানাখ কুমার ., Gurdian:গ্রহাদ কুমার, Address:পাকাস রোড, বর্ধমান. , Classification:শালি, Area:0.03000000 Acre,	Mr Radhanath Kumar	
L3	LR Plot No:- 459, LR Khatian No:- 949	Owner:পরেশ নাখ কুমার, Gurdian:প্রশ্লাদ কুমার, Address:নিজ , Classification:শানি, Area:0.03000000 Acre,		
L4	LR Plot No:- 459, LR Khatian No:- 950	Owner:সোমলাথ কুমার, Gurdian:গ্রন্থাদ , Address:পার্কাস রোড ,বর্থমান , Classification:শালি, Area:0.03000000 Acre,		
L5	LR Plot No:- 459, LR Khatian No:- 951	Owner:ডপন কুমার কুমার, Gurdian:৪ম্লাদ কুমার, Address:পাকাস রোড, বর্ধমান, , Classification:শানি, Area:0.030000000 Acre,	Mr Tapan Kumar Kumar	

### On 12-12-2022

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

Presented for registration at 17:45 hrs on 12-12-2022, at the Private residence by Mr Biswanath Kumar, 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 44.94,210/-

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

Execution is admitted on 12/12/2022 by 1. Mr Biswanath Kumar, Son of Late Prahlad Chandra Kumar, Road: Parkas

, City/Town: BURDWAN, Purbs Bardhaman, WEST BENGAL, India, PIN -713101, by caste Hindu, by Profession Road, , P.O: Burdwan, Thana: Bardhaman

Others, 2. Mr Radhanath Kumar, Son of Late Prahlad Chandra Kumar, P.O. Burdwan, Thana: Bardhaman .. City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713101, by caste Hindu, by Profession Others, 3. Mr Pareshnath Kumar, Son of Late Prahlad Chandra Kumar, Road: Parkas Road, , P.O: Burdwan, Thana:

.. City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713101, by caste Hindu, by Profession Others, 4, Mr Somnath Kumar, Son of Late Prahlad Chandra Kumar, Road; Parkas Road, , P.O. Burdwan, Thana:

. , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713101, by caste Hindu, by Profession Others, 5. Mr Tapan Kumar, Kumar, Son of Late Prahlad Chandra Kumar, Road: Parkas Road, , P.O. Burdwan, Thana:

, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713101, by caste Hindu, by Profession Others, 6. Mr Amamath Kumar, Son of Late Prahlad Chandra Kumar, Road: Parkas Road, , P.O: Burdwan, Thana:

, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713101, by caste Hindu, by Profession Bardhaman

Indetified by Mr Prasanta Kumar Das, , , Son of Late Anil Kumar Das, Kotalhat, P.O: Nutanganj, Thana: Bardhaman . City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713102, by caste Hindu, by profession

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

Execution is admitted on 12-12-2022 by Mr Suvro Basu, Partner, SMART HOMES (Others), City:- Burdwan, P.O:-Sripally, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr Prasanta Kumar Das, , , Son of Late Anil Kumar Das, Kotalhat, P.O: Nutanganj, Thana: Bardhaman , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713102, by caste Hindu, by profession

Execution is admitted on 12-12-2022 by Mr Debabrata Tah, Partner, SMART HOMES (Others), City:- Burdwan, P.O:-Sripally, P.S:-Bardhaman

, District-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr Prasanta Kumar Das, . , Son of Late Anii Kumar Das, Kotalhat, P.O: Nutanganj, Thana: Bardhaman ., City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713102, by caste Hindu, by profession

Execution is admitted on 12-12-2022 by Mr Arnab Samanta, Partner, SMART HOMES (Others), City:- Burdwan, P.O:-Sripally, P.S:-Bardhaman

, District - Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr Prasanta Kumar Das, . . Son of Late Anii Kumar Das, Kotalhat, P.O: Nutanganj, Thana: Bardhaman , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713102, by caste Hindu, by profession Business

Execution is admitted on 12-12-2022 by Mr Somnath Ray, Partner, SMART HOMES (Others), City:- Burdwan, P.O:-Sripally, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr Prasanta Kumar Das, , , Son of Late Anil Kumar Das, Kotalhat, P.O: Nutanganj, Thana: Bardhaman .. City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713102, by caste Hindu, by profession Business

5.0 Execution is admitted on 12-12-2022 by Mr Bikash Chandra Das, Partner, SMART HOMES (Others), City:- Burdwan, P.O .- Sripally, P.S:-Bardhaman

District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

indetified by Mr Prasanta Kumar Das, , , Son of Late Anii Kumar Das, Kotalhat, P.O: Nutanganj, Thana: Bardhaman , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN -713102, by caste Hindu, by profession Business

Sanjit Sardar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman

Purba Bardhaman, West Bengal

On 13-12-2022

Certified that required Registration Fees payable for this document is Rs 21.00/- ( E = Rs 21.00/- ) and Registration

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/12/2022 1:22PM with Govf. Ref. No: 192022230210172948 on 10-12-2022, Amount Rs: 21/-, Bank: SBI EPay ( SBIePay), Ref. No. 9724195834337 on 10-12-2022, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 7,060/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,060/-

Stamp: Type: Impressed, Serial no 3051, Amount: Rs.5,000.00/-, Date of Purchase: 02/12/2022, Vendor name:

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/12/2022 1:22PM with Govt. Ref. No: 192022230210172948 on 10-12-2022, Amount Rs: 2,060/-, Bank. SBI EPay ( SBIePay), Ref. No. 9724195834337 on 10-12-2022, Head of Account 0030-02-103-003-02

Sanjit Sardar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman

Purba Bardhaman, West Bengal

On 04-01-2023

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.

St-1-

Sanjit Sardar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2023, Page from 8519 to 8574
being No 020300062 for the year 2023.



Digitally signed by SANJIT SARDAR Date: 2023.01.11 11:04:15 +05:30 Reason: Digital Signing of Deed.

Syn.

(Sanjit Sardar) 2023/01/11 11:04:15 AM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman West Bengal.

(This document is digitally signed.)