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04/09/20
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MV = 0695834/-

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

[Signature]
District Sub-Register-III
Alipore, South 24-parganas

04 SEP 2020

DEED OF DEVELOPMENT AGREEMENT WITH
DEVELOPMENT POWER OF ATTORNEY

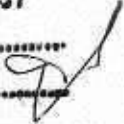
THIS INDENTURE is made on this the 04th day of September Two Thousand Twenty

BETWEEN

49382

S.L. No. Sold To..... **SUBHASH CH. SAHA**
 Rs. Addrs..... **(Advocate)**
Sealdah Court, Kol-14

G.C. SAHA
 (Govt.) LICENSED STAMP VENDOR
 11A, Mirze Gath Street, Kol-87

.....
 Issue Date..... Sign..... 

24 AUG 2020



District Sub-Registrar-III
Alibore, South 24 Parganas

Anisam Roy
Shyamal Kumar Roy
 10, Rajani Kanta Das Road
 Kolkata - 78

04 SEP 2020

SRI SHYAMAL KUMAR ROY (PAN AYGPR5763D, AADHAR NO-3041 2046 2579) son of Late Amulya Chandra ^{Roy} by faith Hindu, by Nationality Indian, by occupation retired residing at 10, Rajani Kanta Das Road, P.O. Haltu, P.S. Garfa, Kolkata-700078 hereinafter called and referred to as the "**LAND OWNER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assignees) of the **FIRST PART.**

A N D

APARNA CONSTRUCTIONS represented by its proprietor namely **Birendra Nath Ghosh** ^{Slodate Sembhu Nath Ghosh} (PAN-ADNPG5274A, AADHAR-7203 7149 ^{Indians.} 3622) having its office address at, 87/49 A.K. Mukherjee Road, P.O. Nopara, P.S. Baranagar, Kolkata 700090 hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its proprietor, executors, administrators, legal representatives, successor-in-office, and assignees) of the **SECOND PART.**

Shyamal Kumar Roy

Shyamal Kumar Roy

WHEREAS one Bankim Chandra Safui and others were the recorded owner of the land measuring 22 decimals alongwith residential structure and plants and trees lying and situate at Mouza Garfa, Khatian No. 86, Dag no. 958 in the District of 24 Parganas the then Police Station Sadar Tollygunge and their names were recorded with the records of the land reforms office upon deletion of the name of the previous owner Jogesh Chandra Santra.

AND WHEREAS by the registered partition deed dated 18.03.1942 10 decimal in the eastern portion of the above mentioned property was allotted to Sashi Bhushan Safui and the western portion of the same was allotted to Bankim Chandra Safui. Thereafter Sashi Bhushan Safui and his brother Upendra Nath Safui seized and possessed the allotted portion of the said land and according to the revenue survey the said land was recorded in the record at Mouza Garfa, Khatian no. 133 and Dag no. 1203.

AND WHEREAS during enjoyment of the said plot of land it was revealed that one Adhir Chandra Satra and Panu Satra both being the sons of Late Jogesh Chandra Satra executed a Deed of Settlement by

receiving of the amount of advance(Selami) in favour of one Balai Chandra Mondal.

AND WHEREAS subsequently said Balai Chandra Mondal executed a Deed of Relinquishment(Nadabipatra) in favour of said Sashi Bhushan Safui and Upendra Nath Safui in respect of the said plot of land which was registered with the Alipore Joint Sub Registry Office.

AND WHEREAS said Sashi Bhushan Safui and Upendra Nath Safui sold, conveyed and transferred the land measuring 10 decimals which is equivalent to 5 Cottah 14 Chittak alongwith the residential structure plants and trees lying and situate at Mouza Garfa, J.L. no. 19, Touzi no. 10/12,R.S. Khatian no. 133, Dag no. 1203 in the District of 24 Parganas to and in favour of Amulya Chandra Roy son of Late Kailash Chandra Roy residing at 30 Jheel road, Kolkata 700031 by virtue of a Bengali Deed of Sale dated 30.01.1962 which was registered with office of the Sub-Registrar, Alipore Sadar and was recorded in Book no.1, Volume no.2, pages from 294 to 298, being no. 698 for the year 1962.

AND WHEREAS being the owner of the said plot of land said Amulya Chandra Roy sold and conveyed 2 cottah 8 Chittak to and in favour of one Smt. Nilima Chakraborty by virtue of a Deed of Conveyance dated 31.10.1967 which was registered with the Sub Registrar at Alipore and was recorded in Book no.1, Volume No. 144, pages from 113 to 118, being no. 7814 for the year 1967. Thereafter by virtue of another Deed of Conveyance said Amulya Chandra Roy sold and conveyed 3 Chittaks 20 Square feet to and in favour of said Nilima Chakraborty by virtue of Deed of Conveyance dated 19.03.1968 which was registered with the Office of the Sub Registrar at Alipore and was recorded in Book no.1, Volume no. 42, pages from 163 to 166 being no. 1697 for the year 1968.

AND WHEREAS after transferring the said portions the said Amulya Chandra Roy being the owner of the plot of Land measuring 3 Cottah, 3 Chittaks, 20 square feet got the property mutated in his name with the assessment roll of Calcutta Municipal Corporation and the same was known numbered and recognised as Premises no. 61, Kalitala Main Road, P.S. Kasba presently Garfa, having assessee no. 311060600616 having the postal address 10, Rajani Kanta Das Road, P.O. Haltu, Kolkata 700078.

AND WHEREAS said Amulya Chandra Roy constructed a two-storeyed building in the said plot of land in the year 1972 after demolishing the old structure standing thereon.

AND WHEREAS said Amulya Chandra Roy died intestate on 27.02.1994 leaving behind his two daughters Anima Sanyal and Aparna Bagchi and two sons namely Anupam Roy and Shyamal Kumar Roy. Smt. Uma Rani Roy predeceased her husband said Amulya Chandra Roy and she died intestate on 16.11.1989. According to the provision of the Hindu Succession act, 1956 the said Anupam Roy, Shyamal Kumar Roy, Anima Sanyal and Aparna Bagchi became the joint owners of the property having 1/4th undivided share each in respect of premises no. 61 Kalitala Main Road having postal address at 10 Rajani Kanta Das Road, P.O. Haltu, P.S. formerly Kasba presently Garfa, Kolkata 700078 within the ambit of KMC Ward no. 106 in the District of 24 Parganas (South).

AND WHEREAS said Smt. Aparna Bagchi died intestate on 05.07.2011 leaving behind her son Sri Samir Bagchi and according to Hindu Succession Act, 1956 the said Samir Bagchi got the ownership of 1/4th undivided share of the said property. Being one of the joint

owners of the aforesaid property said Samir Bagchi transferred and conveyed his 1/4th undivided share to and in favour of the Land Owner herein by virtue of a Deed of Gift dated 02.07.2018 which was registered with the office of the DSR III, South 24 Parganas, West Bengal and was recorded in Book no.1, Volume no. 1603-2018, pages from 84802 to 84824, being no. 160302676 for the year 2018.

AND WHEREAS said Anupam Roy and Anima Sanyal being the joint owner of the said property due to natural love and affection transferred and conveyed their undivided half share to and in favour of the land owner herein by virtue of Deed of Gift dated 24.08.2018 which was registered with the office of the DSR III, South 24 Parganas, West Bengal and was recorded in Book no.1, Volume no. 1603-2018, pages from 109281 to 109304, being no. 160303493 for the year 2018.

AND WHEREAS by virtue of the aforementioned 2 nos. of Deed of Gift and according to the operation of law the land owner herein became the owner of the abovementioned entire premises being no. 61, Kalitala Main Road which is morefully mentioned in the Schedule A hereunder written.

AND WHEREAS the land owner herein decided to develop the said property by constructing a building having self - contained flats upon the said land of the said premises being No. 61, Kalitala Main Road, P.O. Haltu, P.S. Garfa, Kolkata-700078 , through the financial assistance and under supervision of the Developer namely M/s SABENO PLANNERS & CONSTRUCTION PRIVATE LIMITED to meet their personal requirement and accordingly the Land owner gave necessary proposal to the Developer and the Developer herein upon acceptance of such proposal agreed to develop the aforementioned premises and consequently a Development Agreement dated 03.07.2019 was executed by and between the Land Owner and the said M/s SABENO PLANNERS & CONSTRUCTION PRIVATE LIMITED. But the said M/s SABENO PLANNERS & CONSTRUCTION PRIVATE LIMITED subsequent to the execution of the said Development Agreement expressed their unwillingness to develop the property by adhering with the terms and conditions of the said Development Agreement.

AND WHEREAS the said Development Agreement 16.06.2020 was cancelled by execution of a deed of Cancellation of Agreement dated

AND WHEREAS the Land owner herein through one of his well wishers got a contact of the developer namely Aparna Constructions, the Developer herein and thereafter a meeting was held between the land owner and the developer herein for development of the said premises as specifically mentioned in the schedule hereunder written. After conclusion of the meeting the Land owner has agreed to develop the said property by the Developer herein only on the terms and conditions hereunder contained.

AND WHEREAS at or before execution of this Agreement the Landowner of the First Part have represented and assured the Developer as follows:-

1. The said owner has full and absolute authority to execute this Agreement and there is no legal bar or otherwise to enter upon this Agreement.

2. Excepting the said owner nobody else who has got any right, title, interest, claim or demand of any nature whatsoever and/or howsoever over the said property or any part thereof .
3. There is no notice of acquisition and/or requisition upon the said property or any part thereof has been received by the Landowner.
4. The said owner has not entered into any Agreement for Sale, Transfer, Lease, Development Agreement or otherwise for any purpose regarding the said property or any part thereof to any other person or persons or organization whatsoever.
5. The said property is free from all encumbrances, charges, liens, lis pendens, attachments, whatsoever.
6. There is no proceeding under the Public Demand Recovery act and any other legal proceeding against the said owner in respect of the said property is pending with any Authority and/or before any Court.

AND WHEREAS relying upon the aforesaid representation made by the said owner of the First Part, the said Developer of the Second Part

has agreed to enter into this Agreement with the owner of the First Part , in terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS MUTUALLY
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:-

ARTICLE I : COMMENCEMENT

1.1 This agreement shall be deemed to have commenced on and with effect from the day, month and year first above written and shall remain in full force until such time all the terms and conditions contained herein are fulfilled by both the parties.

ARTICLE II : DEFINITIONS.

2.1 **OWNER** shall mean and include the owner above named and his heirs, executors, administrators ,legal representatives and assignees.

2.2 **DEVELOPER** shall mean and include the Developer above named and his heirs, executors, administrators ,legal representatives and assignees.

- 2.3 **THE SAID PROPERTY** shall mean the entire land specifically described in Schedule 'A' hereunder.
- 2.4 **NEW BUILDING** shall mean and include the building to be constructed at the said premises as per building plan.
- 2.5 **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, stairways, passage ways, pump room, overhead water tank, water pump motor and other facilities shall have to be provided by the Developer and required for the establishment of location enjoyment and maintenance and/or management of the building.
- 2.6 **OWNER'S ALLOCATION** shall mean the portion allocated to the owner as mentioned in the Schedule "B" hereinunder written.
- 2.7 **DEVELOPER'S ALLOCATION** shall mean the portion allocated to the developer as mentioned in the Schedule "C" hereinunder written.

- 2.8 **SALEABLE SPACE** shall mean the space available of the Developer's allocation in the said newly proposed building which will be available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 2.9 **SPECIFICATIONS** shall mean the specification and the materials for the erection and completion of the said building by the Developer as more fully described in the SCHEDULE D hereunder written.
- 2.10 **ARCHITECT** shall mean qualified person or persons and/or firm or firms or nominated by the Developer for designing and planning the newly proposed building to be constructed at the said premises.
- 2.11 **BUILDING** plan shall mean the plan or plans as would be prepared by the Architect for construction of the Building.
- 2.12 **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 newly

proposed building to the intending purchaser/purchasers thereof.

2.13 **TRANSFEEE** shall mean a person, persons, firms, limited company, association to whom the flats in the said newly proposed building at the said premises to be transferred by virtue of these presents.

2.14 **FLOOR AREA RATIO** shall mean the constructed area, available for the purpose of getting sanction of the plan of the proposed newly building.

2.15 **ENCUMBRANCES** shall mean charges, liens, lis pendens, claims, liabilities, trusts, demands, acquisitions and requisitions.

2.16 **ADVOCATE** shall mean the legal practitioner appointed and engaged by the Developer.

ARTICLE - III : OWNER'S RIGHTS AND REPRESENTATIONS

- 3.1 The Owner has absolutely seized and possessed or otherwise well and sufficiently entitled to the said premises in possession and shall retain symbolical possession until the said premises is fully developed and the construction work will progress with standard building materials.
- 3.2 Save and except as herein before mentioned the said premises is free from all encumbrances and the Owner has a marketable title in respect to the said premises. If it is found after execution of this Agreement that there is any incurable defect in title of the said property then this Agreement will be cancelled and the Owner is liable to refund and reimburse the entire paid up amount to the Developer as incurred by the Developer in actual basis.
- 3.3 The Owner shall deliver up or hand over all original copies and all other documents relating to the said property at the time of execution of these presents to the Developer in respect of the said premises and the land owner will handover and deliver the vacant and peaceful possession of the said premises for making construction within 15 (fifteen) days from the date of sanction of building plan by the Concerned Authority of KMC.

ARTICLE - IV : DEVELOPER'S RIGHTS

- 4.1 The Owner hereby grant to the Developer to develop the premises and construct a building at the said premises in accordance with the plan or plans with any amendment and/or modification issued by the concerned authority of KMC.
- 4.2 All application plans and other papers and documents as may be required by the developer for obtaining necessary sanction from the appropriate authority, shall be prepared and submitted by the developer on behalf of the Owner at the cost and expenses of the developer and the owner shall sign and execute all such plans and applications, other papers and documents as and when necessary and the developer shall pay and bear all fees including architect's fees and Advocate's fees charges and expenses required to be deposited for development at the said premises.
- 4.3 That save and except the owner's allocated portion, the developer has full right to execute any agreement and/or Deed

for sale, transfer and convey from the developer's allocation according to his own choice.

ARTICLE - V DEVELOPER'S OBLIGATION

- 5.1 Erection and construction of the newly proposed building shall be started by developer in accordance with the plan(s), specifications, drawing and elevations without any defect whatsoever, nature or contravening any of the provisions of law, rules, regulations or orders in force for the time being and the same shall be completed and the said newly proposed building including Owner's allocated portion in habitable condition in all respect within 24 (twenty-four) months from the date of commencement of construction of the new building, unless prevented by any natural calamity, epidemic or pandemic, riot, war, civil commotion, non-availability of building materials or labour problem, statutory preventive orders or on any other ground or grounds which are commonly known as Force Majure.

- 5.2 The Developer shall use such standard building materials as shall be specified by the licensed and registered architect of the building PROVIDED HOWEVER proportion and quality of materials shall conform to the accepted standard of I.S. specification and the building rules regulations and/or other in force for the time being.
- 5.3 The building shall be erected, constructed and completed by the developer at his own choice and shall provide the fixtures and fittings as per the specifications mentioned in SCHEDULE 'D' hereunder written and all flats/units as well as common areas and facilities under no circumstances, irrespective of any ground whatsoever, the developer shall be entitled to claim or demand any payment whatsoever nature from the Owner of erection, construction and completion of the said Owner allocated portion at the said premises.
- 5.4 The Developer shall erect, construct and complete at his direct supervision and control and with the best workmanship and like manner and shall comply with all statutory regulations, building rules and statutory stipulations from time to time to be imposed upon or as would be made applicable, in any event

the developer can assign or appoint sub-contractors for completion of any part of the work of the newly proposed building at the said premises, which shall ensure incorporating of the above restrictions and compulsory stipulations for record and full compliance. Notwithstanding the above, the Developer shall remain responsible and liable for fulfillment of the terms and conditions contained herein.

- 5.5 All costs, charges, fees, levies impositions statutory payments taxes and expenses of whatsoever name called for erection, construction and completion of the said building, its building materials, fittings and fixtures in all respect, including temporary and residential connections of water sewerage, electricity in accordance with law and other amenities for the buildings shall be paid and borne by the Developer and the Owner have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatsoever name called relating to and/or arising therefrom in any manner or whatsoever nature. However, in order to disposal of any future doubts, it is made clear that the cost, deposit and charges for individual and separate electricity

meters for the respective flat(s)/unit(s) shall be borne by the concerned occupier(s)/ owner(s) and in the event the developer shall have no responsibility.

- 5.6 On and from the date of starting of the construction work of the newly proposed building till completion of the same the Developer shall be solely responsible and liable for punctual payment of all rates, taxes, levis, surcharge, impositions and other incidental charges which shall or may become due and payable relating to the said premises and every part thereof.
- 5.7 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levis and expenses of the building materials, all permission, licences, quotas and other requirements for erections, constructions and completion of the building in totality. Under no circumstances, the Owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other persons or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name

called that may be done executed or performed by the Developer. The Developer shall at his own costs and expenses, cause to be required for supply of standard building materials so as to ensure that progress of erection, construction and ultimate completion of the building within the time specified herein is not impeded with. All the expenses for building materials, fittings and fixtures as per **SCHEDULE "D"** hereunder written shall be paid and borne by the Developer.

- 5.8 During construction of the new Building in the event of any loss or injury or damages being caused or any nature of in any manner whatsoever including injury and/or damage to any person or persons or property or any loss of life, the Developer shall be solely liable and responsible for the same and the consequences arising therefor in all respect and shall at all point of time keep the Owner indemnified for the same. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and/or arising out of erection, construction or

completion of the said newly proposed building or any part thereof. All actions, proceedings and consequences arising therefrom shall be attended to, defended, prosecuted and complied with and faced by the Developer at his own costs and expenses and shall keep the Owner indemnified from all or any loss, damages, costs and consequences, suffered or incurred there from.

- 5.9 Notwithstanding, anything contained or stated herein, all labourers, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.
- 5.10 The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisory, workers, labourers, employees.

architects and others by whatever name called or described appointed deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed building and every part thereof and the owner shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Owner indemnified from all or any claim, damages, payments, costs and consequences suffered or incurred therefrom .

5.11 The Developer shall be duty bound to complete the Owner allocated portion in all respect including permanent domestic water and sewerage connections as well as common areas and facilities and make the same fully habitable for user as per law, within the said 24 months from the date of commencement of construction of new building over the said premises without default or deviation, save and except for the reasons of Force Majure mentioned in **ARTICLE NO. 5.1.**

5.12 The Developer will be paying Rs. 15,000/- as the charges for temporary accommodation for the Land owner till handing

over the possession of the owner's allocation to the Owner in the Newly constructed Building.

ARTICLE - VI : OWNER' OBLIGATIONS

- 6.1 Subject to the provisions of Article – 4.2 herein before the said Owner shall sign and execute all plans drawings specifications elevation, forms applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consents, sanction or relating to or arising out of constructions, erection and completion of the said building or as may be required from time to time in accordance with law.
- 6.2 To provide the Developer with appropriate POWER OF ATTORNEY as may be required in connection with construction, erection, completion of the newly proposed building and to appear for and represent the Owner before all concerned authorities and to sign and execute applications, declaration and other relevant paper and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses and other allocations of building materials

and/or for temporary and permanent connection of water, sewerage and electricity or as may be required from time to time, in accordance with law and/or otherwise concerning negotiations for transfer of flats to the intending purchaser(s) thereof and all costs and expenses in that respect shall be borne by the Developer. It is made clear that this POWER OF ATTORNEY will be valid till completion of the newly proposed building and registration of the Deed of Conveyance(s) in favour of the intending purchaser(s) out of the Developers allocation at the aforesaid premises.

6.3 The owner shall have the authority to handover the vacant, peaceful possession of the premises to and in favour of the Developer for the purpose of commencement of development work within 15 days from the date of execution of this agreement.

6.4 The owner shall not claim or demand unreasonable additional areas in any manner whatsoever save and except his own allocated share/portion which is mentioned in the SCHEDULE "B" hereunder on the newly proposed building at the said premises.

- 6.5 While during the course of erection, construction and completion of the said building, the Owner directly and/or through authorized representatives, be entitled to have inspection of erection and construction but they shall not be entitled to cause any obstruction or hindrance relating to the progress of construction, erection and completion of the building unless there be any gross violation or breach in such construction erection and/or completion of the newly proposed building at the said premises.
- 6.6 During the course of erection, construction and completion of the said building, the Owner shall provide and extend their full co-operation, support and assistance to the developer so as to ensure the completion of the said building without the time specified herein above.
- 6.7 It is hereby declared by the said owner of the First Part that if any unforeseen claim their right, title and interest in respect of the said premises, in such circumstance, the said owner of the First Part shall be liable to hand over their respective allocated share from the allocated portion of the owner of the First Part

which is morefully and particularly described in the SCHEDULE "B" written hereunder and the developer of the Other Part shall not be responsible and liable for the above mentioned facts and incidents.

- 6.8 During the subsistence of this Agreement, the Owner shall not in any manner whatsoever encumber the said demarcated and specified portion of the said premises or any part thereof nor shall enter into any other agreement or obligation of whatsoever nature with any other party or parties.
- 6.9 On and from the date of service of notice of completion of the said building by the Developer and in particular the Owner's allocated portion and until separate mutation and assessment is done, the owner and/or nominee or nominees and/or allottees of the Owner as the case may be, shall be responsible and liable to pay proportionate rates and taxes, levis, impositions and outgoings whatsoever payable in respect of the said Owner's allocation and every part thereof. In addition thereto, the Owner or its nominees shall also be responsible and liable to pay and bear the proportionate part or share of

all costs, charges, levis, imposition and expenses relating to common areas and facilities towards its maintenance and upkeep at the said premises.

ARTICLE-VII : CONSIDERATION

- 7.1 In consideration of permitting the Developer to develop the said demarcated and specified portion at the said premises by erection, construction and/or promoting building there at and grant of allocated portion of the building there at with proportionate undivided part or share of the land thereof to the Developer, the owner shall be provided with the Developer without any default, deviation or abatement the under mentioned portions by way of consideration. In pecuniary amount the DEVELOPER will pay Rs.1,00,000/- (Rupees One Lakh) only to the Land owner out of which an amount of Rs.50,000/- will be paid at the time of execution of this Agreement and the rest amount of Rs.50,000/- will be paid on or before handing over the owner's allocation to the owner and the same amount shall be treated as the forfeited amount.

- 7.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, infeasible and undivided whereas the Owner shall be at absolute authority and liberty to deal with their allocated portion only together with the undivided proportionate part or share of the land as well as the common areas and facilities in accordance with law.
- 7.3 Providing before the Owner's allocated portion completion of the common area and facilities as per specifications provided in these presents or otherwise as may be mutually agreed in writing, the developer shall be permitted to grant and/or give possession or permit possession of whatever name call of its allocated portion or any part thereof in any manner whatsoever or to create any encumbrances and/or charges or lis pendens thereto.
- 7.5 Subject to fulfillment of the above, for the purpose or recovery of the cost, expenses and profits for construction of the said

building the developer shall subject to the aforesaid, be at liberty to deal with its allocated portions and to enter into appropriate documents of title with the intending parties PROVIDED HOWEVER the Owner shall under any such terms and conditions that may be entered into or contained therein SAVE AND EXCEPT execution of the required Indenture of Conveyance as per approved draft on the undertaking by the developer for the intending Purchaser or Purchasers at the said premises.

- 7.6 The Developer shall have the exclusive right over the top roof of the proposed building. The owner and the intending purchasers shall be entitled only to use the same as common purpose. But it is recorded that the developer shall be entitled to make further construction if law permits.
- 7.7 The format of the draft indenture of conveyance that may be required to be executed and registered by the owner unto and in favour of the developer allocated portions and/or any part thereof, shall be prepared by the developer at his own costs and expenses and the owner shall only execute indenture of conveyance(s) as per approved format unto and in favour of the developer and/or its nominee or nominees herein.

- 7.8 Subject to the above restrictions and conditions contained in Sub-Clause the developer shall be entitled to enter into any contract of agreement relating to its allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the Owner shall execute required indenture of transfers, as above specified, unto and in favour of the said nominee or nominees of the developer and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto and paid and borne by the developer and/or its nominee or nominees, as the case may be.

ARTICLE -VIII : COMMON OBLIGATIONS

- 8.1 On and from the date of completion of the building in accordance with law, the Owner as well as the developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions without any default

:-

- a) To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and out going to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owner and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.
- b) To abide by all laws, bye laws, rules and regulations and orders of the enactments, the government and/or local bodies otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and the respondents for any deviation, violation and/or breach thereof in any manner. Under installation of separate meter (s) for apply of electrical energy consumed in the said facilities within the time as may as stipulated.

- c) To keep the common interior walls, sewerage, drains, pipes and other fittings and fixtures floor and ceiling, etc. in each of respective units/flats in the said building in good working condition and repair and particular so as not to cause any damages to the said building or any other part thereof.
- d) To permit at all reasonable time, the concern authorized person/ persons, in-charge of the maintenance of the said premises and the building to enter it any part of the units/ flats and view and inspect the any common pipes, drains or installations and in course of the same if any other work or replacement or repair is found wanting inside the said unit/ flats immediately or notice being served to that effect, the concerned Owner/ occupier shall remedy the same at own cost and expenses.
- e) To keep the inside of the Units/Flats duly repaired and maintained.
- f) Not to use the building or any part thereof or permitted to use for carrying on any illegal or immoral trade or activity for any

purpose which may cause any nuisance, hazards or annoyance to any part of the building or other occupiers thereof.

- g) Not to demolish or to permit demolition of any part, walls or other structure or any portion thereof or make any structural additions or alterations which is likely to prejudice or damage other parts of the building.
- i) Not to use any part of the Units/Flats for any other purpose save and except for residential purpose.
- j) Not to create any disturbance or annoyance either to the other co-occupiers of the building or to the neighbours.
- k) Not to store or keep any articles having obnoxious smell, dirt or refuse in any part of the common area save and except the specified portion of so demarcated in writing.
- l) Not to affix any signboard on any part of the building or to paint or colour any part of the outer walls, windows or other parts of the Units/Flats which are visible from outside without the written consent of all the co-owner of the building.

- m) Not to park or be permitted any vehicle except the flat Owner in any part of the common areas if available.
- n) Not to claim any additional rights save and except provided in writings.

8.2 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds, matter and things not herein specified may be required to be done executed and performed and for which the developer shall require adequate powers and authorities from the Owner and for such matters, the owner shall provide all require powers and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required free time in accordance with law PROVIDED that those acts, deeds, matters and things do not in any way infringe or prejudice the right of the Owner and/or be contradict to or in

deviation of the term and stipulations contained in these presence or against the spirit thereof.

8.3 Each occupier shall be responsible and liable for their respective share and/or taxes and impositions relating to its respective allocations.

8.4 The Developer shall be entitled to make advertisements in all kinds of newspapers and through other process which includes fixing of hoarding and/or advertisements board at the said premises inviting general public to purchase flats and other units as also other constructed area of proposed building to be constructed at the said premises and such right of advertisement shall remain with the Developer with effect from this day and the Developer shall also be entitled to enter into an agreement for sale of Units/Flats and/or other constructed area of the proposed building at the said premises with the intending buyer's of such Units/Flats and/or other constructed area upon execution of this agreement and the developer shall also be entitled to receive earnest money, booking money and/or part or full payment of

the consideration money from such intending buyer without creating any financial or other liabilities upon the Owner for entering into such agreements with the intending buyer.

ARTICLE- IX : FORCE MAJEURE

The parties herein shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the "FORCE MAJEURE" and shall be suspended from the obligation during the duration of the "FORCE MAJEURE".

ARTICLE- X : ARBITRATION AND LEGAL PROCEEDING

10.1 All disputes and differences between the parties arising out of the meaning of construction or impart of this agreement shall be adjudicated by reference to the arbitration of the arbitrator namely Mr. Samrat Mukherjee, Advocate having his office at 10 Old Post Office street, Kolkata 700001 to be appointed by the Developer and the award of the arbitrator shall be final and conclusive on the subject as between the parties and this

clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996 as amended upto date.

10.2 The High Court at Calcutta and its sub-ordinate courts of South 24 Parganas at Alipore shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presence between the Parties hereto.

ARTICLE XI: STATUTORY CLAUSE

✓ Be it noted that by this Development agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing agreement/ final document for transfer of property as per provisions led down in the said documents as a Developer without getting any ownership of any part of the property as mentioned in the schedule hereunder written the Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/final document for transfer of property between the owner and

Developer in any way. This clause shall have overriding effect to anything written in this document in contrary to this clause.

DEVELOPMENT POWER OF ATTORNEY

SRI SHYAMAL KUMAR ROY(PAN AYGPR5763D, AADHAR NO- 3041 2046 2579) son of Late Amulya Chandra^{Roy} by faith Hindu, by Nationality Indian, by occupation retired residing at 10, Rajani Kanta Das Road, P.O. Haltu, P.S. Garfa, Kolkata-700078 the Land Owner herein according to the terms of the Deed of Development Agreement doth hereby being the Principal herein nominate, constitute and appoint **APARNA CONSTRUCTIONS** represented by its proprietor namely **Birendra Nath Ghosh (PAN- ADNPG5274A, AADAHAR-7203 7149 3622)** having its office address at 87/49 A.K. Mukherjee Road, P.O. Nopara, P.S. Baranagar, Kolkata 700090 to be my true and lawful attorney to do and execute and perform all or any of the following acts, deeds, matters and things;

Shyamal Kumar Roy

1. To prepare plans for development of the property described in the schedule hereunder written and to sign and submit the same before the Kolkata Municipal Corporation for obtaining approval of the same and also to apply from time to time for modification of the building plans in respect of the building to be constructed on the said property and also to sign and submit the same before the Kolkata Municipal Corporation.
2. To supervise the development work and to carry out and/or to get carried out through contractors, Architects and Surveyors as may be required by the said Attorney, construction of the proposed building on the property as specifically mentioned in the Schedule "A" hereunder in accordance with the plans and specifications sanctioned by the appropriate authorities.
3. To represent and correspond the principal before all concerned authorities in connection with the development of the said property.
4. To pay various deposits to the Municipal Corporation and other concerned authorities as may be necessary for the purpose of carrying out the development work on the said property and construction of the structures thereon and to claim refund of such deposits paid by the said attorney and to give valid and

effectual receipts on behalf of the principal in connection with the refund of such deposits.

5. To approach different authorities and office for the purpose of obtaining various permission and other service connections including water and Electricity for carrying out and completing the Development of the said property and construction of building thereon.
6. To appear before the Government departments as also for the Municipal Corporation and all concerned authorities for the purpose of obtaining necessary "No-Objection Certificate" and/or permission and/or sanction in regard to the carrying out construction of the said building and completion thereof.
7. To appear before the office of the B.L. & L.R.O.(if required) for mutation in the name of the land owner and to sign all documents and to submit before the concerned authorities for mutation and also to collect mutation certificate from the concerned authorities on behalf of the principal.
8. To do all acts, deeds, matters and things in respect of the property as specifically mentioned in the Schedule hereunder written, for the purpose of construction and completion of the

building on the said plot of land, which is morefully described in the schedule hereunder written.

9. To negotiate on terms and enter into agreement for sale or otherwise to deal with and dispose of the several flats and other units to be constructed and to receive consideration from the intending purchasers thereof in respect of Developer's Allocation as mentioned in Schedule "C" hereunder written and to give proper and lawful discharge for the same SAVE AND EXCEPT the owner's allocation as mentioned in schedule "B" hereunder written.
10. To sign and execute Sale Deed and Agreement for Sale or any other deed/deeds in respect of Developer's Allocation as mentioned in the schedule hereunder written SAVE AND EXCEPT the owner's allocation and also to receive consideration money from the intending purchaser or purchasers and also to give valid receipts thereof for the developer's allocation.
11. To appear before all the Courts, Tribunals, Forums and in any other Government Departments including Kolkata Municipal Corporation and to sign, execute, verify and file plaints, written statements, counter claim, set off, written objection and

petitions, memo of appeal, revisional application, review petitions, verification, affidavits as well as accept services of all summons, notices and other process of law and to engage Pleaders, Advocates, Solicitors and to terminate their appointments.

12. To appear before the concerned Registration offices and to execute by putting his signature and to present the Deed of Sale, Deed of Conveyance, Deed of Gift, Deed of Lease and Agreement for Sale or any other deed or deeds in respect of the Developer's Allocation for registration and admit execution of the same before the concerned Registration Offices or any other authority having jurisdiction to have the said deed or deeds registered and to do all acts, deeds and things which the said attorney shall consider necessary for conveying the said portion of the scheduled property fully and effectually. The constituted attorney of the principal herein shall have the authority to receive the earnest money, the consideration money and/or any other receivable in any manner whatsoever in respect of the Developer's allocation from any individual, concern, firm, company and the developer will issue the valid receipt thereof.
13. To issue letters and writings and/or undertakings as may be

required from time to time by the Kolkata Municipal Corporation and/or other concerned authorities for the purpose of carrying on the development work in respect of the said property as also in respect of construction work of buildings thereon.

14. To appoint pleaders, solicitors, Advocates to appear and in any court or any Government Departments or Kolkata Municipal Corporation.
15. The constituted attorney of the principal shall apply for and obtain temporary or permanent connection of electricity, water, sewerage, drainage in respect of the proposed building in the premises which is specifically mentioned in the Schedule "A" hereunder written.

AND GENERALLY to do all acts, deeds and things in connection with the aforesaid property and for better enjoyment of the premises and for better exercise of authority by the concerned authorities herein contained which the principal could have lawfully done under his own hand and seal, if personally present.

AND the principal/Land owner doth hereby ratify and confirm all or whatsoever other act/acts as the said attorney shall lawfully do, execute or perform or cause to be did, executed or performed in connection with the said property morefully mentioned in the schedule below or any part or portion thereof by virtue of the Power of Attorney NOTWITHSTANDING no express power in that behalf herein is provided.

THE SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring 3 Cottahs 3 Chittaks 20 Square feet alongwith a two-storeyed residential building ^{measuring 1400 sq ft} standing thereon lying and situate at Mouza - Garfa, under Touzi No.10/12, J.L. No. 19, comprising in C.S. Khatian No.86, C.S. Dag No. 958 and R.S. Khatian No.133, R.S. Dag No. 1203, being KMC premises no. 61, Kalitala Main Road, under Police Station - Kasba(presently Garfa) within the limits of KMC ward no. 106 in the District 24-Parganas (South), which is butted and bounded as follows :-

Lot 2000 sq ft

- ON THE NORTH** : Rajani Kanta Das Road.
- ON THE ~~EAST~~ SOUTH** : Premises no. 14/3 Rajani Kanta Das Road.
- ON THE SOUTH EAST** : Part of 14, 14/1, 14/2 Rajani Kanta Das Road
- ON THE WEST** : 8/1 Rajani Kanta Das Road.

Sri Ramakrishna Roy

THE SCHEDULE "B" ABOVE REFERRED TO:

(OWNER'S ALLOCATION)

ALL THAT 50% of the floor area ratio in the proposed G+3 Storeyed building which is consisting of two nos. of 2-BHK flats on the 2nd floor and one 2-BHK Flat on the front side of the 3rd floor alongwith the common amenities and facilities together with one Car parking space on the ground floor at the North West side of the building and one commercial space on the ground floor at the front side Northern portion of the building.

THE SCHEDULE "C" ABOVE REFERRED TO:

(DEVELOPER'S ALLOCATION)

ALL THAT the 50% of the floor area ratio in the proposed G+3 Storeyed building which is consisting of two nos. of 2-BHK flats on the 1st floor and one 2-BHK Flat on the 3rd floor alongwith the common amenities and facilities together with one Car parking space on the ground floor at the North East side of the building and one commercial space on the ground floor at the back side Southern portion of the building.

SCHEDULE 'D' ABOVE REFERRED TO

(Scope, Works and Amenities Inside the Flats)

1. Structure : RCC Frame structure with columns.

2. Walls : 200 mm thick first class brick wall on the external face and 75 mm thick brick work wall for all other internal wall and all internal wall and ceiling will be finish with plaster of Paris or putty. The outside walls to be painted with Weather shield paint.

3. Floor : Flooring of all flats area will be of marble floor or vetrified floor tiles.
4. Windows : All windows will be made Aluminium window sliding fitted with glass having proper window grill fixing. Balcony grill fixing shall be upto 2'-6" height from the floor level. All frames will be wooded (Sal wood frame)
5. Lift & CCTV : One elevator to be setup having a carrying capacity of 4 persons and Closed Circuit Cameras (CCTV) to be setup for proper surveillence of the entire building.
6. Doors : All doors except the main door which would be made of Segun Wood fully finished and others be made of the water proof flash doors finish with primer or mica fixing.

7. Kitchen : Black stone slab with granite fittings (6ft x 2ft) to be provided at a high 2.5 ft having its dimensions as 6 feet and 2 feet respectively, from the floor of kitchen one steel sink with sworn neck tap, one tap underneath the ceiling slab, floor will be marble, glazed tiles to be provided up to 2 feet height from the cooking slab and one light point one exhaust fan point and also a power plug point.
8. Toilets : Fitting with various European/Indian Style, wash basin with chromium plate bibcock PVC low down cistern, one mixer cock, wall will be 5ft height glazed tiles fittings, PVC Door.
9. Electrical : All electrical wires, will be concealed 2 lights, 1 fan and 1 plug point provided in bed room, 2 light, 1 fan, 1 plug and 1 power point in living/ dining space, 1light, 1 exhaust point and 1 power point at kitchen and toilet, 1 AC Point in master Bedroom.

10. Water Supply : 24 hours water supply via Overhead tank and or Underground water reservoir through KMC supply with an automatic switch.

11. Fire Protection System

12. Elevator (4 persons)

13. C.C. Camera

14. Grill: windows grill fixing will be outside of the window, balcony, grill fixing upto 2 ft. 6 inches height from the floor level.

15. One washing point in balcony

16. Outside paint finished by Weather Coat

IN WITNESS WHEREOF the **PARTIES** hereto have set and subscribe their respective hands and seals hereunto on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:-

WITNESSES:

1. Anisam Roy
10, Rajani Kanta Das
Road Kolkata - 78
2. Nazrul Islam
Shipra Palui
Court Cat-27

Shyamal Kumar Roy
SIGNATURE OF THE LAND OWNER

For Apara Construction

[Handwritten Signature]
Proprietor
SIGNATURE OF THE DEVELOPER

Drafted by:

[Handwritten Signature]
SUDIP KUMAR DAS

Advocate

Enrolment no. WB/1792/99

Office: 4, K. S. Roy Road.

Room No. 14, Kolkata - 700001

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the within mentioned a sum of Rs.50,000/- (Rupees Fifty thousand) only out of Rs. 1,00,000/- (Rupees One lakh) being the total contractual amount as per Memo below :

MEMO

Date	Cheque No.	Drawn on	Amount (Rs.)
04/09/2020	000410	Bank of Baroda B.T. Road.	50,000/=
		total -	50,000/=

Shyamal Kumar Roy

1.) Anishan Roy

2.) Narisuldan

Shyamal Kumar Roy.
SIGNATURE OF LAND OWNER

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name

Signature *Shyamal Kumar Roy*

Thumb 1st finger Middle Finger Ring Finger Small Finger



left hand					
right hand					

Name *Anandran Nath Ghosh*

Signature *A. N. Ghosh*

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SHYAMAL KUMAR ROY

AMULYA CHANDRA ROY

07/02/1952
Permanent Account Number
AYGPR5763D

Signature

भारत सरकार

2011/2010

An income tax department card for Shyamal Kumar Roy. The card is rectangular and contains text in both Hindi and English. At the top left, it says 'आयकर विभाग' (Income Tax Department) and 'INCOME TAX DEPARTMENT'. At the top right, it says 'भारत सरकार' (Government of India) and 'GOVT. OF INDIA'. Below this, the cardholder's name 'SHYAMAL KUMAR ROY' is printed, followed by 'AMULYA CHANDRA ROY'. The date of birth '07/02/1952' and the Permanent Account Number 'AYGPR5763D' are listed. A signature is written in the 'Signature' field. On the right side, there is a small portrait of a man and a stamp that says 'भारत सरकार' (Government of India) and '2011/2010'.

Shyamal Kumar Roy .



তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা প্রাপ্ত করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

16016677



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
১০, আর.কে.দাস.রোড, পি.ও
হালতু, হালতু, কোলকাতা,
পশ্চিমবঙ্গ, ৭০০০৭৮

Address:
10, R.K.DAS ROAD, P.O
HALTU, Haltu S.O, Haltu,
Kolkata, West Bengal,
700078

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

ভূমিকাঙ্কিত আই ডি/Enrollment No.: 1040/19526/34863

To
অনির্বান রায়
Anirban Roy
10 R.K.DAS ROAD
P.O HALTU Haltu S.O
Haltu Kolkata
West Bengal 700078

16016677



MN160166773DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

4592 2329 9253

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



অনির্বান রায়
Anirban Roy
পিতা : শ্যামল কুমার রায়
Father : SHYAMAL KUMAR ROY
জন্ম সাল / Year of Birth : 1988
লিঙ্গ / Male



4592 2329 9253

আধার - সাধারণ মানুষের অধিকার

Anirban Roy

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

BIRENDRA NATH GHOSH
SAMIKHU NATH GHOSH

01/08/1963

Permanent Account Number
ADNPG5274A

Signature



B. N. Ghosh

B. N. Ghosh

Major Information of the Deed

Deed No :	I-1603-01587/2020	Date of Registration	04/09/2020
Query No / Year	1603-2000917413/2020	Office where deed is registered	
Query Date	07/08/2020 2:30:18 PM	1603-2000917413/2020	
Applicant Name, Address & Other Details	Sudip Kumar Das High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831231509, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,000/-]		
Set Forth value	Market Value		
	Rs. 1,06,95,834/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 20,120/- (Article:48(g))	Rs. 560/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :



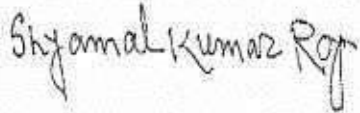
District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: KALITALA MAIN ROAD, Road Zone : (Kalitala Main -- Kalitala Main) , , Premises No: 61, , Ward No: 106 Pin Code : 700078

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		3 Katha 3 Chatak 20 Sq Ft		96,45,834/-	Property is on Road
Grand Total :					5.3052Dec	0 /-	96,45,834 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1400 Sq Ft.	0/-	10,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1400 sq ft	0 /-	10,50,000 /-	




Deed Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SHYAMAL KUMAR ROY Son of Late Amulya Chandra Roy Executed by: Self, Date of Execution: 04/09/2020 , Admitted by: Self, Date of Admission: 04/09/2020 ,Place : Office			
		04/09/2020	LTI 04/09/2020	04/09/2020
10, Rajani Kanta Das Road, P.O:- Haltu, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700078 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AYxxxxxx3D, Aadhaar No: 30xxxxxxxx2579, Status :Individual, Executed by: Self, Date of Execution: 04/09/2020 , Admitted by: Self, Date of Admission: 04/09/2020 ,Place : Office				



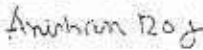
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	APARNA CONSTRUCTIONS 87/49 A.K. Mukherjee Road, P.O:- Noapara, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700090 , PAN No.:: ADxxxxxx4A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr BIRENDRA NATH GHOSH (Presentant) Son of Mr SAMBHU NATH GHOSH Date of Execution - 04/09/2020, , Admitted by: Self, Date of Admission: 04/09/2020, Place of Admission of Execution: Office			
		Sep 4 2020 1:56PM	LTI 04/09/2020	04/09/2020
87/49 A.K. Mukherjee Road, P.O:- Noapara, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700090, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx4A, Aadhaar No: 72xxxxxxxx3622 Status : Representative, Representative of : APARNA CONSTRUCTIONS (as proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ANIRBAN ROY Son of Mr SHYAMAL KUMAR ROY 10, R. K. DAS ROAD, P.O:- HALTU, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700078			
	04/09/2020	04/09/2020	04/09/2020
Identifier Of Shri SHYAMAL KUMAR ROY, Mr BIRENDRA NATH GHOSH			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri SHYAMAL KUMAR ROY	APARNA CONSTRUCTIONS-5.30521 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri SHYAMAL KUMAR ROY	APARNA CONSTRUCTIONS-1400.00000000 Sq Ft

Endorsement For Deed Number : I - 160301587 / 2020

on 04-09-2020

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 13:20 hrs on 04-09-2020, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr BIRENDRA NATH GHOSH ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,06,95,834/-

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

Execution is admitted on 04/09/2020 by Shri SHYAMAL KUMAR ROY, Son of Late Amulya Chandra Roy, 10, Rajani Kanta Das Road, P.O: Haltu, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Retired Person

Indetified by Mr ANIRBAN ROY, , , Son of Mr SHYAMAL KUMAR ROY, 10, R. K. DAS ROAD, P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by profession Others

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

Execution is admitted on 04-09-2020 by Mr BIRENDRA NATH GHOSH, proprietor, APARNA CONSTRUCTIONS, 87/49 A.K. Mukherjee Road, P.O:- Noapara, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700090

Indetified by Mr ANIRBAN ROY, , , Son of Mr SHYAMAL KUMAR ROY, 10, R. K. DAS ROAD, P.O: HALTU, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 560/- (B = Rs 500/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 539/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/08/2020 10:44PM with Govt. Ref. No: 192020210060904221 on 14-08-2020, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKN5532009 on 14-08-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 20,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no AD4747, Amount: Rs.100/-, Date of Purchase: 24/08/2020, Vendor name: G C Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/08/2020 10:44PM with Govt. Ref. No: 192020210060904221 on 14-08-2020, Amount Rs: 20,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKN5532009 on 14-08-2020, Head of Account 0030-02-103-003-02



Asish Goswami
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2020, Page from 54603 to 54664
being No 160301587 for the year 2020.



Digitally signed by ASISH GOSWAMI
Date: 2020.09.14 12:58:02 +05:30
Reason: Digital Signing of Deed.

(Asish Goswami) 2020/09/14 12:58:02 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

DEED OF DEVELOPMENT AGREEMENT
WITH POWER OF ATTORNEY

B E T W E E N

SRI SHYAMAL KUMAR ROY

.....OWNER

A N D

APARNA CONSTRUCTION

.....DEVELOPER

DEED OF DEVELOPMENT
AGREEMENT WITH POWER OF
ATTORNEY

SUDIP KUMAR DAS

Advocate
High Court, Calcutta
4, K. S. Roy Road,
Room No. 14
Kolkata - 700001