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Amulya पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
 5.30 PM 21/10/2022
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Certified that the Endorsement Sheet's and the Signature Sheet's attached to this document are part of the Document.

[Signature]
 Sub-Registrar-H
 Pabna Baridbarra

11 DEC 2022

DEVELOPMENT AGREEMENT

WITH DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPEMENT AGREEMENT with POWER is made

on this day of 21st October, 2022

BY AND BETWEEN

[Handwritten initials]

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- (1) **SHANTI MUKHERJEE (PAN: AMHPM1080H)**, S/o. Kamaksha Charan Mukherjee, by faith Hindu, by nationality Indian, by occupation Business, resident of Shantipur, Madhyapara, P.O. & P.S. Guskara, Dist. Purba Bardhaman, Pin 713128
- (2) **TULSI MUKHERJEE (PAN: HTQEM2501G)**, W/o. Kamaksha Charan Mukherjee, by faith Hindu, by nationality Indian, by occupation Housewife, resident of Shantipur, Madhyapara, P.O. & P.S. Guskara, Dist. Purba Bardhaman, Pin 713128, hereinafter referred as the '**LANDOWNERS**' (which expression shall unless excluded by or repugnant to the context mean and include their respective heirs, executors, administrators legal representative and assigns) of the **FIRST PART**;

AND

"ALIS CONSTRUCTION", PAN: ALGPA5058F., a proprietorship firm, having its office at, 1 No. Shyambazar, Bardhaman, P.O. Rajbati, P.S. Burdwan, Dist Purba Bardhaman, PIN 713104, **represented by its proprietor SK. SOBARAT ALI, PAN: ALGPA5058F**, son of Sk. Sukur Ali, by faith Islam, by Nationality Indian, by occupation Business, resident of Md. Kalachand Road, Ghola, Muslim Para, P.O. & P.S. Ghola, Dist North 24 Parganas, PIN 700111, hereinafter called the '**DEVELOPER**' (which expression shall unless excluded by or

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- (1) **SHANTI MUKHERJEE (PAN: AMHPM1080H)**, S/o. Kamaksha Charan Mukherjee, by faith Hindu, by nationality Indian, by occupation Business, resident of Shantipur, Madhyapara, P.O. & P.S. Guskara, Dist. Purba Bardhaman, Pin 713128
- (2) **TULSI MUKHERJEE (PAN: HTQEM2501G)**, W/o. Kamaksha Charan Mukherjee, by faith Hindu, by nationality Indian, by occupation Housewife, resident of Shantipur, Madhyapara, P.O. & P.S. Guskara, Dist. Purba Bardhaman, Pin 713128, hereinafter referred as the '**LANDOWNERS**' (which expression shall unless excluded by or repugnant to the context mean and include their respective heirs, executors, administrators legal representative and assigns) of the **FIRST PART**;

AND

"ALIS CONSTRUCTION", PAN: ALGPA5058F., a proprietorship firm, having its office at, 1 No. Shyambazar, Bardhaman, P.O. Rajbati, P.S. Burdwan, Dist Purba Bardhaman, PIN 713104, **represented by its proprietor SK. SOBARAT ALI, PAN: ALGPA5058F**, son of Sk. Sukur Ali, by faith Islam, by Nationality Indian, by occupation Business, resident of Md. Kalachand Road, Ghola, Muslim Para, P.O. & P.S. Ghola, Dist North 24 Parganas, PIN 700111, hereinafter called the '**DEVELOPER**' (which expression shall unless excluded by or

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repugnant to the context mean and include their respective heirs, executors, administrators legal representatives and assigns) of the **SECOND PART;**

WHEREAS the **LAND OWNERS SHANTI MUKHERJEE & TULSI MUKHERJEE** of the First Part are absolutely seized and possessed of the land situated at **Mouza - Guskara, J.L. No. 110, R.S. Dag No. - 3830/3982, 3830/3983, 3830/3984, 3830/3985, Khatian No. - 9159 & 9160, Classification - PLOT 3830/3982 AS DANGA, PLOT 3830/3983 AS BASTU, PLOT 3830/3984 AS BASTU, PLOT 3830/3985 AS DOKAN, total area of Land : 0.18 Acre** (more or less), within the jurisdiction of **Ward No. 06, Holding No. 55** at Guskara, hereinafter referred to as the said lands which are more fully and particularly mentioned and described in the Schedule "**A**" hereunder written.

AND WHEREAS the property as mentioned in schedule "**A**" which belong to the land owner who have obtained such property from their predecessor namely Kamakkha Charan Mukhopadhyay, while Kamakkha CHaran Mukhopadhyay has purchased the property being Plot No. 3830/3984 & 3830/3985 from one Bibhutiranjana Choudhury as 16 annas land, such transfer has been completed on 09/12/1961 before the office Sub-registrar Gukara being Deed No. 5815 of 1961 and said Kamakkha Charan Mukhopadhyay again purchased the property being Plot No. 3830/3982 & 3830/3983 from one Kanailal Maji and others and such

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transfer has been completed on 27/09/1965 before the office of Sub-registrar, Gukara being Deed No. 6015 of 1965 and during enjoyment of the property Kamakkha Charan Mukhopadhyay has transferred 1 decimel area by way of settlement from plot No. 3830/3983 in favour of his neighbor and said Kamakkha Charan Mukhopadhyay has died on 03/06/1999 leaving behind the present land owner as wife and son only and after obtaining the property as the legal heirs of deceased Kamakkha Charan Mukhopadhyay the present land owner have step to the shoe regarding the property which Kamakkha Charan Mukhopadhyay has been left and after obtaining the property the present land owner as wife and son have mutated their names in the LRROR under Khatian No. 9159 & 9160, at the same in the Guskara Municipality the predecessor name i.e. Kamakkha Charan Mukhopadhyay has been remain unchanged under Holding No. 56, Mahalla Station Road, within Ward No. 6 and paying the rents to the Govt. of West Bengal upto the period of 1428 and municipal taxes upto the period of 4th quarter for the year of 2021-2022 and the land owner has taken loan from Veritas Finance Pvt. Ltd. by charging the A schedule property and after completion all dues on this date of agreement the property being free from all encumbrance the land owner is enjoying the property without facing any hindrance from anyone.

AND WHEREAS the Developer is a building Promoter and is having sufficient experience in this field, has approached the Owners

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herein for development of the said land by construction several storied building thereon and after negotiation the Developer through its Lawyer has already inspected and examined the title of the Owners in respect of the said premises and being satisfied with the title, the Developer has agreed to develop the property as the Owners has agreed to hand over the said premises to the Developer for development.

AND WHEREAS the DEVELOPER is engaged in civil construction and development of immovable properties. The OWNERS have approached the **DEVELOPER** to take up the project and complete the same by providing fund from his own source.

AND WHEREAS the **DEVELOPER** has agreed to take up the project for development of the said property and to provide funds for the said project thereupon and the **LAND OWNERS** and **DEVELOPER** after due discussion over the modus operandi and the terms and conditions of the development, they have mutually agreed.

AND WHEREAS the DEVELOPER has agreed to enter this Agreement for Development Cum Development Power of Attorney on the representation of the LAND OWNERS, who are the absolute owners and in possession of the said property and they are entitled to enter into this Agreement for Development Cum Development Power of Attorney.



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AND WHEREAS the **DEVELOPER** shall submit a scheme for construction of **G+** storied building consisting of several flats/ units/commercial units/ parking spaces and on the basis of sanctioned building plan **G+** multi - storied building, which shall be sanctioned from appropriate **AUTHORITY** on terms that the **DEVELOPER** would make construction of the proposed building and with the authority and power to procure intending purchasers of flats/units/commercial space/ parking spaces comprising in the proposed **G+** storied building and would make as an agent for the intending purchasers to be secured by the **DEVELOPER** and would also realize the value of the flats/units/commercial units/ parking spaces and common parts from the intending purchaser/ purchasers directly and as would be proportionate to each such flat/unit/parking space and common parts for and on behalf of the **LAND OWNERS** and upon receipt of such payment from the intending purchasers the **DEVELOPER** shall nominate the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/commercial units/ parking spaces agreed to be acquired by the intending purchaser/ purchasers to the said **LAND OWNERS** who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land together with flats/ units/commercial space/parking spaces.

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AND WHEREAS the aforesaid **LAND OWNERS** have accepted the said proposal of the **DEVELOPER** and they hereby agree to appoint the **DEVELOPER** for developing the property more fully described in the "**A**" schedule here under written by making construction of the proposed **G+** storied building comprising several flats/units/commercial/parking spaces, by whom the **DEVELOPER** would procure on his own and such intending purchaser/purchasers shall pay consideration money to the **DEVELOPER** for the Flats/commercial spaces/Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the schedule A hereunder written,

AND WHEREAS the parties hereto have agreed to enter into this Development Agreement Cum Development Power of Attorney of the said premises by making construction of the proposed several storied building thereon under certain terms and conditions hereunder written.

AND WHEREAS to avoid any future complication and misunderstanding the parties hereto have agreed to reduce the terms and conditions of this agreement to writing in duplicate.

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

IN THESE PRESENTS unless otherwise it be contrary or repugnant to the context:

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

ARTICLE - I

Definitions Unless in these presents there is something in the subject of context inconsistent with.

- 1.1. **PREMISES** shall mean the premises situated at **Mouza - Guskura**, J.L. No. 110, R.S.& L.R Dage No. - 3830/3982, 3830/3983, 3830/3984 & 3830/3985 under L.R. Khatian No. - 9159 & 9160 Classification - Danga, Bastu, Bastu & Dokan respectively **Area of Land : 0.01acre, 0.08 acre, 0.08acre &0.02 acre** (more or less), within the jurisdiction of **Ward No. 6, Mahalla - Station Road, Holding No. 55 within Guskara Municipality under P.S. - Ausgram, District - Purba Bardhaman, West Bengal..**
- 1.2 **LAND OWNERS** shall mean **SHANTI MUKHERJEE** S/o. Kamaksha Charan Mukherjee, by faith Hindu, by nationality Indian, by occupation Business,
- (2) **TULSI MUKHERJEE** W/o. Kamaksha Charan Mukherjee, by faith Hindu, by nationality Indian, by occupation Housewife, Both are resident of Shantipur, Madhyapara, P.O. & P.S. Guskara, Dist. Purba Bardhaman, Pin 713128 (which expression shall unless included by on repugnant to the context be deemed to mean and into his/

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her/their and each of his/her/their respective heirs, executors, administrators and legal representatives).

- 1.3 **DEVELOPER** shall mean "**ALIS CONSTRUCTION**", PAN: **ALGPA5058F.**, a proprietorship firm, having its office at, 1 No. Shyambazar, Bardhaman, P.O. Rajbati, P.S. Burdwan, Dist Purba Bardhaman, PIN 713104, **represented by its proprietor SK. SOBARAT ALI, PAN: ALGPA5058F**, son of Sk. Sukur Ali, by faith Islam, by Nationality Indian, by occupation Business, resident of Md. Kalachand Road, Ghola, Muslim Para, P.O. & P.S. Ghola, Dist North 24 Parganas, PIN 700111, hereinafter called the DEVELOPER (which expression shall unless excluded by or repugnant to the context mean and include their respective heirs, executors, administrators legal representatives and assigns),
- 1.4 **BUILDING** shall mean proposed G+ multi storied commercial cum residential building to be constructed over the "**A**" schedule property with such necessary additional structures in accordance with the plan/plans to be sanctioned by competent authorities and other authorities for construction of flats/car parking spaces etc. over the "**A**" schedule property, which shall also include parking spaces in the building.
- 1.5 **ARCHITECT** shall mean any technically experienced qualified person or persons of the firm or firms to be

appointed by the Developer as Architect of the said building to be constructed over the "A" schedule.

- 1.6 **BUILDING PLAN** shall mean the plan/drawings of the proposed G+ multi storied commercial cum residential building to be constructed over the "A" schedule property to be prepared by the Architect and submitted to the competent authorities for construction of the multi-storied building over the "A" schedule property with such variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned.
- 1.7 **COMMON FACILITIES / PORTIONS** shall includes paths, passages, roofs, foundations, columns, beams, supports, main wall, stairs, stairways, fire-escapes, entrances & exits, tanks, motors, pump and such other spaces and facilities whatsoever required for the establishment, location, common enjoyment, provision, management and/or maintenance of the buildings as shall be determined by the Developer of the building or otherwise required and the Developer shall continue to manage and control all affairs.
- 1.8 **CONSTRUCTED SPACE** shall mean the space in the building available for independent use and the occupation including the space demarcated for common facilities.

1.9 **OWNERS' ALLOCATION** shall mean and include the **31% of the multi storied building upto G+IV storied with commercial spaces and rest storied upto top floor of the construction the owner's allocation will be as 20%**, as per sanctioned building plan issued by appropriate Authority upon the FIRST schedule property TOGETHER WITH undivided proportionate share in land and common parts & facilities with modern fittings & fixtures and such owner's allocation shall be adjusted by constructed portion and the same will be mutually determined by executing separate supplementary agreement. The said Flats and Car parking space and one shoproom in front possession of the commercial space will be specifically demarcated mutually after getting sanction plan and by executing separate supplementary agreement. At the same time during period of this agreement any tenant in possession at "A" schedule property such possession of tenant will be adjusted from owner's allocation.

1.10 **DEVELOPER'S ALLOCATION** shall mean excepting the Owners allocation area i.e. **31% of the multi storied building upto G+IV storied with commercial spaces and rest storied upto top floor of the construction the owner's allocation is as 20%**, as such **69% constructed** area upto the G+IV and 80 % in remaining portion i.e. upto top floor of

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the building, as per sanctioned building plan issued by **appropriate authority** upon the FIRST schedule property **TOGETHER WITH** undivided proportionate share in the common parts and facilities and the same shall be constructed with modern fittings and fixtures subject to sanction of total F.A.R. **TOGETHER WITH** right over the roof for its maintenance and fixing up overhead tank with water distribution line and other necessity of the building. The Flats & Car Parkings Space will be specifically demarcated mutually after getting sanction plan and by executing separate supplementary agreement.

- 1.11 SALEABLE SPACE** means; except the Owners' allocation, the space in the building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 COVERED AREA** shall mean the plinth area of the said unit/flat/parking space including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions **PROVIDED THAT** if any wall be common between two units/flats/parking space then one - half of the area under such wall shall be included in each Unit/ Commercial Spaces/Flat.

- 1.13 UNDIVIDED SHARE** shall mean the undivided proportionate share in the land attributable to the each flat/unit/parking space comprised in the said property and the common portions held by and/or here in agreed to be sold to the respective purchaser/s and also wherever the context permits.
- 1.14 TRANSFEREE** shall mean the person, Firm, Limited Company, Association or person to whom any may space in the building has been transferred or is proposed to be transferred.
- 1.15 TRANSFER** with its grammatical, variations shall mean and include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in G+IV multi storied building to purchaser/s thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 and the Transfer of property Act.
- 1.16 CO - OWNER** shall according to its context mean and include all persons who acquire or agree to acquire Units/Flats/commercial units / Parking Spaces in the Building, including the Developer for the Units/Flats/commercial units / Parking Spaces not alienated or agreed to be alienated.
- 1.17 FLAT/ UNIT/COMMERCE SPACE** shall mean the flats and/or other space or spaces intended to be built and or

constructed and/or the covered area capable of being occupied.

1.18 EXPENSES shall include all expenses to be incurred by the co - owners for the maintenance, management and upkeep of the building over the schedule property for common purposes.

1.19 COMMON FACILITIES AND AMENITIES shall mean the Corridors, Ways Stairways, Stair Passage Ways, Drive Ways, Roof, Pump, Tube well Under ground and Overhead tank, Meter Room Space, Septic Tank, Boundary Wall and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment, maintenance and/or management of the Building in common.

1.20 COMMON PURPOSES shall mean the purpose of managing and maintaining the building over the schedule property and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the co - owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.

1.21 SUPER BUILT-UP AREA shall mean in context to a Unit/ Flat as the area of a Unit/Flat computed by adding an agreed

fixed percentage of 25% (Twenty five Percent) of the built-up and/or the covered area of the Unit/Flat.

1.22 COVERED AREA shall mean with respect to any unit shall mean the area within the boundary wall of the respective unit including the area under the internal walls plus the area under the boundary walls of such unit provided that if any walls be common between the two units then half of the area under such wall shall be included in such unit.

1.23 UNIT/FLAT/COMMERCIAL SPACES shall according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Unit/s/Flat/s in the Building/s and shall also include the Developer herein and the owner herein in respect of such Unit/s/Flat/s which are retained and/or not alienated and/or not agreed to be alienated of the time being.

1.24 FORCE MAJEURE shall mean any event which

- (i) could not reasonably have been foreseen
- (ii) beyond the reasonable control of the party claiming to be affected by such event
- (iii) has not been brought about at the instance of the instance of such party
- (iv) has non-performance or delay in the performance of a material obligation of this agreement and includes without any limitation, riots, action of terrorists,

arrests and restrain of Government and people, civil disturbances, strikes, insurrection, war or armed conflict, landslides, lightening, earthquakes, explosion and accidents, fires, storms, unusual floods, rain or water logging or droughts and other natural disasters.

1.25 ADVOCATE for the PROJECT shall mean SRI ASHISH KUMAR PAUL of Burdwan District Judges' Court Burdwan, who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s commercial unit/s therein, including the Deed of Conveyance/s thereof.

1.26 MASCULINE GENDER Shall include the feminine and neuter gender and vice-versa.

1.27 SINGULAR NUMBER Shall include the plural and vice versa.

ARTICLE - II

THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS :

2.1 That the Owners are the absolute owners of the said property and lawfully entitled to the same and no dispute or proceedings is pending in respect thereof any part or portion of the property as mentioned in schedule A.

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- 2.2** That there is no arrear of taxes and/or other levies of impositions of the said property due and payable to any statutory authority.
- 2.3** That no proceeding for acquisition as well as retain proceedings according to Land Reforms Act of the said property or any portion thereof is pending nor any notice has been received in respect thereof.
- 2.4** That the said land is not a Debottor or Pirottor property or Vested to the State of West Bengal.
- 2.5** That no proceeding of Income Tax Act, Weather Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.
- 2.6** That there is absolutely no impediment or bar in matter of this agreement/understanding or sale or the said property as contemplated in these present.
- 2.7** That the said property hereunder given for development does not in any way attract the mischief of the Urban Land (Ceiling and Regulation) Act. However, in case of necessity the Owners undertake to procure and produce proper permission or No-Objection from the competent authority under the said Act.
- 2.8** The Owners shall supply all original documentary evidences in respect of the property to the Developer.

- 2.9** The Owners shall extend all co-operation and take all steps lawfully & reasonably necessary for speedy construction of the said multi-storied buildings and pay all arrears of taxes and/or enhancement including penalty, interest etc. on the said property till the date of proper documentary evidence.
- 2.10** The Owners shall handover the property as vacate condition of the said property/premises on the date of execution of the present agreement, in favour of the developer.

ARTICLE - III

THE DEVELOPER ASSURANCES, REPRESENTS AND CONFIRM AS FOLLOWS

- 3.1** The Developer has vast experience, sufficient infrastructure, sufficient fund and enough competence to complete the building as per terms of this agreement within the stipulated period.
- 3.2** The Developer on good faith is satisfied with regard to the Owners' title over the schedule property according to the oral and documentary assurance and representations made by the Owners.
- 3.3** In case there is any damage to the building or unforeseen situation happens to any workmen, laborers in course of construction, the Developer will personally liable for the same and shall indemnify the Owners from all costs, consequences and damages arising thereof.

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- 3.4** The Owners will not be liable for any act, deeds and things on the part of the Developer regarding construction & development of the property.
- 3.5** The Developer shall at his/their own costs and expenses apply and obtain all necessary permission certificates from all appropriate authority or authorities as may be required for the purpose of completion of the said building in the said premises.
- 3.6** The Developer shall at his own costs complete of proposed G+IV multi storied building over the schedule property.
- 3.7** The Developer acting on behalf of the Owners as Attorney and shall from time to time submit all further Plans and/or applications and other documents and papers with the consent of the Architect and do all further acts, deeds and things as may be required or otherwise relevant for the purpose and, or otherwise, to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the building expeditiously and without delay.
- 3.8** The applications, plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owners. All fees and other expenses incurred and/or to be incurred relating to the preparation of the plans by the Architect, Sanction fee charged or to be charged by the

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competent authority and supervision in the course of construction of the Building by the Architect shall be borne and paid by the Developer. All other costs and charges and expenses related to the construction of the building shall also be borne and paid by the Developer.

3.9 The Owners shall be entitled to periodically supervise the progress of construction of the Buildings over the property without any unnecessary interruption.

3.10 That the Developer has every right to modify or alter the building plan and also have right to submit supplementary Building Plan for the purpose of completion of construction of the multi-storied building over the "A" schedule property mentioned hereunder and if in any case any consent in writing or signature of the Owners are required for the said purpose the Owners shall sign the same and also shall cooperate in all matters in respect of getting supplementary sanction of Building Plan.

ARTICLE - IV

OCCUPANT

 **4.1** All the areas to be vacated by the Owner in all respect and give permission to the Developer for the purpose of construction within 30 days from the date of execution of the agreement.

ARTICLE - V

COST OF CONSTRUCTION / COMPLETION

- 5.1** The entire cost of construction of the building or whatsoever nature shall be borne by the Developer and such costs shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permissions and approvals. The Owners shall not be required to contribute any amount in that regard.
- 5.2** The Developer shall commence construction as per sanctioned plan of the authority concerned. Except un-avoiding circumstances the Developer shall complete the construction within 48 months from the date of sanction of building plan from the statutory Authority with extension 12 month if any necessity be arises.

ARTICLE - VI

POSSESSION AND PAYMENT

- 6.1** Within 30 days from the date of execution of the present agreement the Owners shall put the Developer in the exclusive possession to the said property as agreed upon.
- 6.2** That the Developer shall be entitled to collect and realize consideration money for and on behalf of the Owners in

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respect of developer's allocation from the intending purchasers for flats/units/commercial space/ parking spaces, price of the undivided proportionate and impartible share and interest in the land as would be proportionate to the Developer's allocation of the constructed area with common parts and common areas.

- 6.3** That the flats will not be considered as complete unless the Developer has given notice to this effect to the flat owners and the said building shall be deemed to be completed in all regards on receipt of possession by each owners of the flats/ units/car parking spaces.

ARTICLE - VII

DEVELOPER'S OBLIGATION

- 7.1** The Developer shall complete the building within 48 months with extension of 12 months from the date of sanction of building plan from the Appropriate Authority. The Developer shall not incur any liability for any delay in the delivery of possession by any reason within stipulated period barring the reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 18 months from the date of withdrawal of restriction order for delivery of the



said Owners' Allocation, failing which the Developer shall compensate to the Owners according to law till the completion of such building in all respect and deliver the possession of the allocation complete an all respect.

- 7.2 The Developer shall not make any deviation of sanctioned plan in construction of the said building over the "A" schedule property without consent of the Owners.
- 7.3 That before execution of the Sale Deed/s, the Draft of the same should be approved by the Owners and if there be any necessity may occur in that case the Owners should be make party to convey the proportionate land of the respective Flats of the Developer's Allocation.

ARTICLE - VIII

SPACE ALLOCATION

- 8.1 That the Owners will get the **31% of the multi storied building upto G+IV storied with commercial spaces and rest storied upto top floor of the construction the owner's allocation will be as 20%**, as per sanctioned building plan issued by Appropriate Authority over the "A" schedule property **TOGETHER WITH** undivided proportionate share in land and common parts & facilities with modern fittings & fixtures and the rest constructed portion will be allotted in favour of the Developer . The Flats and Car parking space


will be specifically demarcated mutually after getting sanction plan and by executing a separate supplementary ~~notary~~ registered agreement.

8.2 The Owners and the Developer shall be entitled to deal with sale, transfer, grant lease and/or in any way dispose of their respective allotments and to receive, realize and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the other party shall be required.

8.3 That if and when the local authority permits to extend any further floor over the existing G+ storied building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will only be entitled to get their share either by way of square feet/ Flat area of the extended portion over the existing G+ storied building according their allocation by executing a separate supplementary Agreement or by way of coin accordingly.

ARTICLE - IX

DELIVERY OF POSSESSION

 **9.1** The Developer hereby agrees to deliver possession of the Owners' Allocation after completing the building in all respect within 48 months from the date of sanction of building plan. The Developer shall not incur any liability for any delay in the delivery of possession by any reason barring the reason

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of civil commotion or due to any injunction or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order for delivery of the said Owners' Allocation or as the case may be.

- 9.2** That the Owners, if the necessity may occur, shall execute deed/deeds in respect of the undivided share of interest on the land of such part or parts as shall be required by the Developer in favour of the Developer or its prospective Buyer / s as nominated by the Developer, which shall stand reduced proportionately in the event of further floors being sanctioned by the Authority.

ARTICLE - X

ARCHITECTS, ENGINEERS ETC.


- 10.1** That for the purpose of the development of the schedule property, the Developer shall be alone responsible to appoint Architect for the proposed building and the certificate given by the Architect regarding the materials to be used for construction, erection and completion of the building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final, conclusive and binding on the parties.

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- 10.2** The decision of the Architect regarding the quality of the materials and also the specifications of the purpose of construction will be final, conclusive and binding on the parties.
- 10.3** The Developer shall be solely liable for ensuring safety and strength of the structural, masonry, fittings & fixtures used in the construction of the building and the consequences of any deviation/breach/default in complying with any statutory/engineering requirements shall be to their account and they shall keep the Owners wholly indemnified against any claims/demands on this account.

ARTICLE-XI

INDEMNITY

- 11.1** The Developer shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any construction and in no event the Owners shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owners against all losses, liabilities, costs or claims, actions or proceedings thus arising.
-  **11.2** The Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to

Developer's Allocation shall be entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owners' allocation will be borne by the Owners or its nominee or nominees.

- 11.3** The present will be in force till the completion of the project and during pendency of the project if any party dies, his/her/their legal heirs/ successors/administrators will be bound to obey the terms & conditions of the present agreement and will be bound to execute supplementary agreement with the other party.
- 11.4** After completion of the project as well as handing over the allocation, The Owners shall not be liable to pay any Tax in respect of the Developer's Allocation and likewise the Developer shall not be liable to pay any Tax in respect of the Owners' Allocation, but after this agreement and till the date of hand over of owner's allocation all the rent and taxes, in respect of A schedule property, shall be borne by the developer at the same time before this date of agreement all kind of rent and taxes, in respect of A schedule property should be completed by the land owner, if there be any due may come out in that case the developer shall fulfilled the dues with the conditioned of adjustment to the owner's allocation after verifying the dues .

- 11.5** The Owners agree and undertake not to cause any interference or hindrance in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owners commit any breach of terms & conditions of the agreement, the Owners shall be bound to pay compensation & interest as per banking rate.
- 11.6** The Owners shall personally bear all costs relating to the ownership of their property and if any dispute arises regarding their ownership of the property at that time the Owners will bear all costs of the suit/case/proceeding. If the Owners fail to conduct the said suit/case/proceeding at that time the Developer as Attorney Holder will conduct the same and the costs of the suit/case along with related expenses will be deducted from the share of the Owners.
- 11.7** That the Owners will get **31% of the multi storied building upto G+IV storied with commercial spaces and rest storied upto top floor of the construction the owner's allocation will be as 20%**, of the project as be constructed over the "A" schedule property **TOGETHER WITH** undivided proportionate share in land and common parts & facilities with modern fittings & fixtures and the rest constructed portion of the proposed G+ storied building over the "A" schedule property will remain for the Developer. The Flats

and Car parking space will be specifically demarcated mutually after getting sanction plan and/or by executing a separate supplementary agreement. That if and when the local authority permits to extend any further floor over the existing G+ storied building, the ratio of the allocation of the Owners and the Developer will be same as on this day and the Owners will only be entitled to get their share by Flat area of the extended portion over the existing G+ storied building.

ARTICLE-XII

MAINTENANCE

- 12.1** The Developer shall be liable to pay and bear all current taxes, rates and other outgoing payable in respect of the property from the date of handing over possession by the Owners till the Owners' Allocation is handed over after completing the building in all respect.
- 12.2** The Owners and the Developer from the date of delivery of possession of the Owners' Allocation, maintain their portion at their own costs in good repair and habitable condition and shall not do or suffer to be done anything in or to the said property and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common areas.

- 12.3** That after the said building is completed and the Owners' Allocation is delivered, the Developer will collect the maintenance form Owners and Occupants of the various flats and form such Rules and Regulations as the Developer shall think fit and proper for the maintenance of the said building and the Owners shall be liable to make payment of proportionate share of the maintenance charges payable in respect thereof and after formation of the association by all occupants according to WB Apartment Ownership Act 1972 the association will be responsible for the maintenance.

ARTICLE - XIII

OBLIGATIONS OF THE OWNERS

- 13.1** The Owners by this agreement is granting a Power of Attorney in favour of the Developer for applying to the competent authority for grant of permission to develop the said property and to construct proposed building in its place as per sanctioned plan and to make & sign all necessary applications & papers before any competent authority regarding development and also grant the power to right of Sale to the Developer of the Developer's allocation at the same time by the power the developer shall be able amalgamation of the property, sanction of building plan, permission for water supply, electricity supply, laying down drainage and for other amenities before the appropriate



Authority and all other statutory authorities and to appoint Architects, Contractors, Structural Engineers, Surveyors, Advocate, Agent or any other professionals as may be required for proposed the project and to enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary.

- 13.2** The Owners shall sign and execute necessary applications, papers, deeds, documents and do all acts, deeds and things as may be required in order to legally and effectively vest to the Developer or its nominee title to the Developer's Allocation over the schedule property and for completing the construction work of the building.
- 13.3** The Owners by this agreement as well as Power of Attorney is empowering the Developer to negotiate for sale of the proposed flats/units/car parking space and other units at the best price available allotted in favour of the Developer and to enter into an agreement for sale with the intending purchasers in the prescribed form and to execute the sale deed except the Owners' allocation in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and



admit execution thereof on behalf of the Owners and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority.

- 13.4** The Owners by this agreement as well as Power of Attorney is empowering the Developer to get a Association of the flat purchasers in the said new building registered under the WB Apartment Ownership Act 1972 or any other acts and for that purpose to get necessary forms, applications signed by all the purchasers of flats and other premises and to file the same with the Registrar and to do all other acts and things necessary for registration of the society and to obtain registration certificate and to engage any advocate or solicitor for the purpose of taking advice and for preparation and execution of documents required to be executed and to pay their fees.
- 13.5** That the Owners shall sign all papers and execute necessary documents for the purpose of completion of the proposed project.
- 13.6** The Owners shall execute Supplementary Agreement with the Developer for any further amendments, alternations or modifications, which are not possible to be stated at present.
- 13.7** The Owners hereby agree and undertake not to let out, grant lease, part with possession, mortgage and/or charge the

said property or any portion thereof at any time hereafter during the continuance of this agreement.

13.8 The Owners hereby further agree and undertake not do any act, deed, thing whereby the Developer may be prevented from constructing the proposed building and completing the same.

13.9 The Owners hereby further agree and undertake not to cause any interference or hindrance in the work of construction of the building over the schedule property and shall vacate the possession free from all sorts of encumbrances. If the Owners commit any breach, the Owners shall be bound to pay compensation & interest as per banking rate.

13.10 That if and when the local authority permits to extend any further floor over the existing G+ storied building, the ratio of the allocation of the Owners and the Developer will be same as on this day.

13.11 The Owners will personally bear all costs relating to the ownership of their property and if any dispute arise relating their ownership regarding the schedule property at that time the Owners will bear all costs of the suit/case.

ARTICLE XIV - COMMENCEMENT

14.1 This Agreement shall be deemed to have commenced from the date of execution of this agreement.



**ARTICLE XV - OWNERS'S RIGHTS RESPONSIBILITIES &
REPRESENTATION**


- 15.1** The Owners represented that, the owner belongs the absolute right, title and interest of the property and seized and possessed of otherwise sufficiently entitled to the said premises and has agreed to make over and deliver to the Developer the possession of the same simultaneously with the execution of this agreement.
- 15.2** That the said premises is free from all encumbrances, charges, liens, attachments, trusts, acquisitions or requisitions whatsoever or however and the Owners have a marketable title in respect of the said premises.
- 15.3** Nobody except the Owners have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof and the Owners including their heirs, legal representatives and assignee have not entered into any agreement and/or arrangements and have not done any act, deeds or things whereby the Owner's title in respect of the said premises may get alienated and/or encumbered.
- 15.4** The Owners has a good, clear, absolute, marketable title to enter into this agreement with the Developer.
- 15.5** No notice of acquisition or requisition has been received or has been served upon the Owners or the Owners have any

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knowledge or is aware of any such notice or orders of acquisition or requisition in respect of the said premises or any part thereof.

- 15.6** The Owners have not taken any loan from any Financial Institution by creating mortgage of the said premises.
- 15.7** That there is no suit and/or litigation pending in any Court of law regarding the title in respect of the said premises.
- 15.8** The Owners shall duly join in agreement for sale and/or Conveyance and/or any other documents relating to sell of Developer's allocation as and when required without asking for any additional consideration.
- 15.9** The representation and declaration of the Owners mentioned hereinabove (hereinafter collectively called "the said Representation" are true and correct..
- 15.10** The Owners hereby agrees and covenants that the Developer have every right to transfer and/or assign the benefits of the present agreement or any portion regarding developer allocation of the project thereof to any third party without the consent writing of the land owners.


ARTICLE XVI-DEVELOPER'S RIGHTS & OBLIGATIONS

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- 16.1** The Owners hereby grant subject to what has been stated hereinafter the exclusive right to the Developer to build, construct, erect the proposed building after obtaining

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necessary sanction from appropriate authorities with or without, amendment and/or modification caused by the Developer in accordance with the Rules and Regulations of the said authorities in the name of the Owner's and at the cost and expenses of the Developer.

16.2 That the Developer shall be entitled to prepare modify and alter the plan as per Corporation rules and bye laws and submit the same to the appropriate authority in the name of the Owners at the Developer's cost and the Developer shall further pay and bear all fees including the Architects fees charges expenses required to be paid and/or deposited for obtaining such approval from the said authority and provided however the construction of the said building on the said premises shall be done exclusively by the Developer and they will be entitled to all refunds of all payments and/or deposits made by the Developer **PROVIDED HOWEVER** the Owners shall sign and execute all necessary papers and documents required to be obtained for such approval for construction of the. proposed building.

 **16.3** Nothing in these presents shall be considered as a demise and assignment or transfer or conveyance, in law by the Owners of the said premises or any part thereof to the Developer or creation of any right title interest in respect thereof unto the Developer other than the exclusive right to

the Developer for development of the said premises and exploitation of the same commercially in terms hereof and to deal with the Developer's allocation in the proposed building to be constructed thereon in the manner and subject to the terms hereinafter provided.

- 16.4** The Developer shall be entitled to use the premises for setting up a temporary site office and/or quarter for its watch and ward and other staff and shall be further be entitled to put up the sign boards and advertising the project and post its watch and ward staff during construction period.

ARTICLE-XVII- DEPOSITS

- a) That the land owner made an approach to the developer as personal request as verbally in presence of well wishers of both parties regarding land owner's failure in respect of his business loan issued by Veritas Finance Pvt. Ltd. with the request to complete said loan with the condition that after completion of loan, the land owner shall be able as well as shall enter into an agreement with the developer as joint venture agreement for construction of multi storied building over the A Schedule land, for which the developer has paid Rs. 4,59,674.76/- by way of Demand Draft in favour of Veritas Finance Pvt. Ltd., while such amount will be treated as the advance to the land owner during time of joint venture agreement



- b) That the developer shall pay Rs. 10,00,000/- as the advance money out of which the loan amount which has been paid to the Veritas Finance Pvt. Ltd. shall be adjusted to the advance money and Rs. 50,000/- by cash has been paid during time of this agreement
- c) That the remain amount i.e. Rs. 4,90,326/- will be paid by the developer to the land owner by various instalment after the date of sanction plan.
- d) That Rs. 4,59,674.76/-, Rs. 50,000/- & Rs. 4,90,325.24/-, totalling of Rs. 10,00,000/- should be adjusted to the owners allocation

The advance amount paid by the **DEVELOPER** to the **LAND OWNERS** will be adjusted with cost price of the commercial spaces.

ARTICLE-XVIII- PURCHASERS

The Owners herein by this agreement as well as power shall grant in favour of the Developer to enable the developer to construct and complete the building and also for commercial exploitation of the said premises and the Developer shall have full right and absolute power to sell transfer or dispose of the Developer's allocation in such manner and to such person as the developer may deem fit and proper without any consent and/or permission from the Owners and without asking for any additional consideration and entering into agreements with the intending

Purchasers of the flats/constructed areas out of the Developer's allocation in the proposed building and also to accept earnest money and/or consideration money thereof and also to cause execution and registration of proper deed of conveyance by the Owners in favour of prospective purchasers and also to enter into necessary agreement for construction of the building with the prospective buyers for the Developer's allocation.

ARTICLE-XIX - SPACE ALLOCATION

- 19.1** That on completion of the building the Owners shall take possession of their allocation in the proposed building together with rights in common facilities and common areas as specified hereinabove.
- 19.2** The Owners shall however be entitled to transfer or otherwise deal with their allocation or portion thereof in the manner they would deem fit and proper.
- 19.3** The Developer shall be exclusively entitled to their allocation with exclusive right to transfer or to deal with or dispose the same without any right claim or demand or interest whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession with regard to the Developer's allocation and no other consent shall be required for the same as this Agreement in itself be deemed to be the Consent of the Owners. **PROVIDED THAT** if there be any requirement is



necessary, all the deeds of conveyance in respect of transfer of the Developer's allocation in the said proposed building shall be executed by the Owners and registered by them in favour of the intending Purchaser/s thereof.

19.4 In so far as necessary all dealings by the Developer in respect of the said Building shall be in the name of the Owners as the case may be and for which the Owners undertake this agreement as well as Development Power of Attorney in such form and such manner as may be reasonably required by the Developer for construction of the proposed building and such power of attorney shall remain in force until completion of the proposed building and commercial exploitation i.e. till the completion of the proposed new building and selling of the entire Developer's area by the Developer and the Developer receiving all money there from the said premises. It is being understood however that such dealings shall not in any manner fasten or create any financial liability upon the Owners of the said premises.

ARTICLE-XX - BUILDING

20.1 The Developer shall at their own cost construct, erect and complete the said proposed building and common facilities and amenities in the said premises in accordance with the plan to be prepared by the Developer and after obtaining necessary approval from the concerned authority with

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standard materials as may be specified by the Architect/Engineer from time to time within a period of 48 months with enhance of 12 months if there be any necessity from the date of obtaining the building plan duly sanctioned and after the schedule period in addition period may arise such extended period subject to force majeure and getting clearance from the appropriate authorities.


20.2 The decision of the Architect/Engineer regarding the quality of materials shall be final and binding upon the parties.

ARTICLE-XXI- COMMON RESTRICTIONS

21.1 Neither of the parties shall transfer, convey, let-out, mortgage, grant lease in respect of their respective allocation unless;

(a). Such party shall have observed and performed all terms and conditions on their respective parts to be observed and performed

(b). The proposed transferee shall have to give a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever amount shall be payable in relation to the area in his/her/their/its possession.

 **21.2** Both the parties hereto shall abide by all laws, bye-laws, rules and restrictions as may be imposed by the Government, local bodies as the case may be and shall attend to answer

and be responsible for any deviation, violation and/or breach of any of the said laws and bye-laws, rules and regulations.

21.3 The allottee or allottees shall keep the interiors and walls of his/her/their/its respective allotment clean and harmless and also sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in such good working conditions and repair and in particular, so as not to cause any damage to the building or any part thereof or other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

21.4 Neither party shall do or cause or permit to be done any act thing, which may render void or voidable any insurance of the building or any part thereof and shall keep the occupiers thereof safe, harmless and indemnified from and against the consequences of any breach.

21.5 The Owners or their nominee/s shall permit the Developer and its servants and agents with or without workmen at all reasonable time with prior notice to enter into upon the Owner's allocation and every part thereof for the purpose of maintenance or repairing or any work in the building.



ARTICLE XXII - MISCELLANEOUS

22.1 The Owners and the Developer have entered into this agreement purely on a principal to principal basis and

nothing contained herein shall be deemed to construe as a partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an association of person.

- 22.2** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specified provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringes on the rights of the Owners and/or go against the spirit of this agreement and the common law.



- 22.3** Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and be deemed to have been served on the Owners and likewise if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and be deemed to have been served on the Developer.
- 22.4** The Developer and the Owners shall jointly frame scheme for management and administration of the said building and/or common parts thereof and the parties hereby agree to abide by the rules and regulations of such Society/ Association when framed and hereby give consent to abide by the same and also agree to bear and pay the maintenance expenses proportionately.
- 22.5** It is further agreed and declared that all the agreements or the documents in respect of sale of the schedule property in the said proposed building shall be drafted by developer's Advocate namely Sri Ashish Kumar Paul and necessary stamp duty. Registration fees and all other expenses incidental thereto shall be paid by the intending Purchaser/s.

ARTICLE XXIII-FORCE MAJEURE

The parties hereto shall not be considered liable for any obligation hereunder to the extent that the performance of the

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relative obligations is prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force Majeure.


ARTICLE XXIV - ARBITRATION AND JURISDICTION

24.1 In case of any dispute or question arising between the parties hereto with regard to this Agreement and/or work relating thereto, the same shall be referred to the Arbitrators to be appointed by Second party/Developer and the decision of the said Arbitrator if not accepted by the parties hereto, then the matter will be referred to an Umpire to be nominated by the said Arbitrator and his decision will be final and binding upon the parties hereto and such arbitration shall be in accordance with the Arbitration & Conciliation Act, 1996.

24.2 The Court of **DISTRICT JUDGE OF PURBA BARDDHAMAN** shall have the jurisdiction over all matters of dispute arising out or relating to this agreement.

ARTICLE - XXV

DEVELOPMENT POWER OF ATTORNEY

 **25.1** In respect of the allocation of the developer shall have and will enjoy all the direct, collateral and ancillary power in regard to negotiate for sale in respect of the all constructed portion of G+ multi storied building i.e. all Flats and parking

space **(except the 31% of the multi storied building upto G+IV storied with commercial spaces and rest storied upto top floor of the construction the owner's allocation will be as 20% portion of Land Owner's Allocation)** on and over the schedule mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Account of the Developer, to enter into an agreement for sale on behalf of the Executor / Executants of this Power of Attorney being the Owner and execute the agreement for sale by receiving the advanced amount and it required, to appear before the registering authority and presenting the same and shall admit execution and registration and to receive the consideration amount in respect of its allocated portion of the proposed multi - storied building on and over the "A" Schedule mentioned property and to deposit the said amount in the Bank Accounts of the developer; to execute the sale deed in favour of the prospective purchaser and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchaser and admit execution thereof on behalf of the Owner / Executant and to do all things, act and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect

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of its allocated portion of the multistoried building on and over the "A" Schedule mentioned property and to deposit the said amount in the Bank Accounts of the developer; to receive the entire amount of the consideration amount from the all purchaser and to receive the consideration amount in respect of its allocated portion of the multi - storied building on and over the "A" Schedule mentioned property and to deposit the said amount in the bank account od the Developer in respect of its allocation and reaming amount of the said consideration amount of the reaming the shop and offices and flat and parking spaces are to be adjusted by the developer being the Power of Attorney Holder in lieu of the expenses investment of the Developer incurred and made as per the terms and condition of this agreement ; to delivered the possession in favour of the buyer in respect of its allocated portion of the proposed multi - storied building on and over the "A" Schedule mentioned property.

25.2 In pursuance of this agreement since one **Power of Attorney for development** and also for selling the flats and etc. on behalf of the Owner is required, hence for the said reason the **OWNER** hereby by decided to execute one Power of Attorney by virtue of this agreement its so that the **DEVEPOER** may smoothly and uninterruptedly carry on and continue its work, the Developer will be able to absolutely transfer and sale the residential units etc. in favour of the



purchaser and execute all required deed which are necessary for the purpose as the Power of Attorney Holder of the present Land Owner. Hence the Power of attorney for the development purpose, for selling purpose as well as for other associated and ancillary purpose is being executed on the following effects :

TO ALL TO WHOM THESE PRESENTS SHALL COME, SHANTI MUKHERJEE & TULSI MUKHERJEE, SEND GREETINGS:-

WHEREAS the Executants / Executors of this Power of Attorney are the owners of the immovable property consisting of a plot of land, which is more particularly described in schedule hereunder written.

AND WHEREAS the Executants / Executors of this Power of Attorney desirous of construction of G+ multi-storied building containing several self contained Flats/Parkings /commercial spaces etc. But for want of time, experience and fund they are unable to proceed with such a project. That the Executants / Executors of this Power of Attorney are in need of an firm/person/company, who will take up the project and start and compete the multi-storied building project containing several self contained Flats/Parkings etc. by taking all sorts of steps for developing the said property and will start and completing the proposed multi-storied building project by providing fund from his/their own source.

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AND WHEREAS in connection to such proposal, Executants / Executors of this Power of Attorney being the Land Owner hereby executed this Development Agreement being this Indenture in favour of the Developer only for Development and construction of the said building over the Schedule mentioned property and in the said Agreement the Executants / Executors of this Power of Attorney being the Owner of the Schedule mentioned property unable to attained the various office work and which frequently disable from appending the signature to various deeds, documents, consents and other instruments therefore the Executants / Executors of this Power of Attorney propose to appoint Shanti Mukherjee & Tulsi Mukherjee being a citizen of India, residing at Shantipur, Madhyapara, P.O. & P.S. Guskara, Dist. Purba Bardhaman, Pin 713128, **as the Attorney** or Agents with full power to construct proposed new building/apartments on the behalf of the Executants / Executors of this Power of Attorney and in their names and which the said Attorney have agreed to do.

NOW KNOW ALL MEN BY THESE PRESENTS THAT (THE LAND OWNERS) **(1) SHANTI MUKHERJEE (PAN: AMHPM1080H)**, S/o. Kamaksha Charan Mukherjee, by faith Hindu, by nationality Indian, by occupation Business, resident of Shantipur, Madhyapara, P.O. & P.S. Guskara, Dist. Purba Bardhaman, Pin 713128, **(2) TULSI MUKHERJEE (PAN: HTQEM2501G)**, W/o. Kamaksha Charan Mukherjee, by faith Hindu, by nationality

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Indian, by occupation Housewife, resident of Shantipur, Madhyapara, P.O. & P.S. Guskara, Dist. Purba Bardhaman, Pin 713128, do hereby nominate constitute and appoint **"ALIS CONSTRUCTION", PAN: ALGPA5058F.**, a proprietorship firm, having its office at, 1 No. Shyambazar, Bardhaman, P.O. Rajbati, P.S. Burdwan, Dist Purba Bardhaman, PIN 713104, **represented by its proprietor SK. SOBARAT ALI, PAN: ALGPA5058F**, son of Sk. Sukur Ali, by faith Islam, by Nationality Indian, by occupation Business, resident of Md. Kalachand Road, Ghola, Muslim Para, P.O. & P.S. Ghola, Dist North 24 Parganas, PIN 700111, **to be our true & lawful Attorney** with full authority to sell the flat/ flats of the schedule mentioned property and received any consideration amount on behalf of the Executants / Executors of this Power of Attorney i.e. the land owners and power to do and execute all acts, deeds, agreement, conveyance, and all others things mentioned below from and on behalf of the Executants / Executors of this Power of Attorney,

1. To work, manage, control and supervise the management of all and administer the properties mentioned in schedule below.
2. To sign all letters (including our written consent to the developer or prospective buyers or agreements with such prospective buyers) deeds, documents, consents, applications, receipts and discharges for moneys received

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on behalf of the Executants / Executors of this Power of Attorney, assurances or other instruments requiring signatures on behalf of the on behalf of the Executants / Executors of this Power of Attorney.

3. To appear before the appropriate authority and to do all acts deeds and things in relation to the completion of mutation in the names of the on behalf of the Executants / Executors of this Power of Attorney and to sign on giving acknowledgments receipt on behalf of the on behalf of the Executants / Executors of this Power of Attorney.
4. For the more better and more effectual execution of the powers and authorities aforesaid, the attorney shall be entitled to present and/or to acknowledge any of the various deeds, documents, consents, applications, agreements, receipts and discharges for money received on behalf of on behalf of the Executants / Executors of this Power of Attorney, assurances or any other instrument requiring signatures before **the A.D.S.R. Burdwan, D.S.R. Purba Barddhaman, A.R.A. Kolkata Registrar, Notary**, Oath, Commissioner or other public authorities as if the same was duly executed on behalf of the Hooghly, and to do and perform all or any other acts, deeds and things in connection therewith, as may be necessary or expedient if such registration or presentation shall be necessary as fully and



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effectually as could be done by personally on behalf of the Executants / Executors of this Power of Attorney.

5. To receive for safe custody various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executants / Executors of this Power of Attorney, assurances or any other instrument requiring the signature of the Executants / Executors of this Power of Attorney and signed by Attorney Holder under these presents and hand over the same to the Executants / Executors of this Power of Attorney for safe custody.
6. To present on behalf of the Executants / Executors of this Power of Attorney if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel and to give instructions to them on behalf of the Executants / Executors of this Power of Attorney for the purpose of conducting the litigations, if any, as said attorney shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent, as the case may be.
7.  The attorney holder to sign verify and affirm by affidavit, if the occasion so arises, of all plaints, written statements, petitions, Memorandum of Appeal, Stay Applications and

all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defense of such litigation of the said immovable property mentioned in the Schedule on behalf of the Executants / Executors of this Power of Attorney.

8. For the aforesaid propose or any of them to do everything which is generally required to be done in connection with the signing or execution of any of the abovementioned documents usually to be done by the Executants / Executors of this Power of Attorney and to sign generally on behalf of the Executants / Executors of this Power of Attorney including the approval of the said document or documents. Purchaser of flats may required if necessary and for that purpose said attorney is hereby authorized and empowered to appear before the Registrar or District Sub-Registrar or Additional District Sub Registrar, Assurance of Kolkata of Deeds and Assurances or any other registering authority officer of officers as occasioned shall or may require.
9. **AND** hereby ratify and confirm and agree to ratify and confirm and agree to whatsoever our attorney shall lawfully do or purport to do or cause to be done by virtue of these presents on behalf of the Executants / Executors of this Power of Attorney and they further agree and undertake that all the signatures executed by said attorney holder on any



indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executants / Executors of this Power of Attorney or any other instrument requiring signature in connection with and all acts, deeds and things in connection therewith and lawfully done by said attorney shall be construed as being signed and/or executed by the Executants / Executors of this Power of Attorney and/or done by Executants / Executors of this Power of Attorney.

10. To execute and effect all repairs, alterations, constructions major or minor, that may be deemed necessary for the purpose of maintenance of the property mentioned in the schedule below and to engage laborers, contractors, job-men, technicians and engineers for such purpose and to enter into contracts for the same on behalf of the Executants / Executors of this Power of Attorney.
11. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.

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- 12.** To prepare building plan, design work and to put signature on behalf of the Executants / Executors of this Power of Attorney as our lawful attorneys in the building plan drawings and other allied necessary papers and apply for the sanction of building plan and deposit all fees to the concerned authority on behalf of the Executants / Executors of this Power of Attorney and on their behalf in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in the modified plan all papers, documents, affidavits declaration & register boundary declaration, splayed corner, and strip of land relating thereto and receive the same from the said Municipality against acknowledgment receipt on behalf of the Executants / Executors of this Power of Attorney as their lawful attorneys.
- 13.** To appear for and on behalf of the Executants / Executors of this Power of Attorney in office of the West Bengal Electricity Supply, appropriate authority, or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.



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14. To sing, execute and verify and file all plaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the Executants / Executors of this Power of Attorney and do hereby ratify, agree and undertake to ratify and conform all acts deeds our attorney shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.
15. To appoint an architect and to get the plan of the proposed building sanctioned by the appropriate Authority and other authorities concerned in respect of the proposed building.
16. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally required for a building.
17. To pay any deposits and pay moneys required to be deposited with the panchyat office and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposits which are refundable.



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- 18.** To pay all the taxes to the concern authority relating to the said property until the completion of the building.
- 19.** To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
- 20.** To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt and to accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
- 21.** To negotiate for sale of the schedule property and to settle the consideration amount which have allotted to the developer.
- 22.** To execute the Sale deed in favour of the prospective purchasers (except the Owner's allocation) and to receive consideration from them only the portion which have allotted to the developer as per the previous agreement and also this Developer's Agreement and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution there of on behalf of the Executants / Executors of this Power of Attorney and to do all things, acts and deeds necessary to complete the registration of such documents before the registering



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authority and to receive the consideration amount from the purchasers and the said consideration amount have to be deposit in the bank account and also deliver the possession in favour of the buyer on behalf of the Executants / Executors of this Power of Attorney.

23. Generally to act as my Attorney or agent in relation to the matter aforesaid and all other matters in which the Executants / Executors of this Power of Attorney may be interested or concerned and on behalf of the Executants / Executors of this Power of Attorney to execute and to do all deeds, acts or things as fully and effectual in all respect as ourselves to do if personally present.
24. The Executants / Executors of this Power of Attorney agree to ratify and confirm whatsoever our said attorney shall lawfully do or cause to be done in and by virtue of this presents

ARTICLE - XXVI

BREACH AND CONSEQUENCE

- 26.1 In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to Specific performance and also to recover damages, compensation from the party committing the breach. On the other hand if the Owners fail to remove the encumbrances regarding the schedule



property, the Owners will solely be responsible & liable for all financial loss & injury of the Developer.

26.2 The Developer shall complete the building within 48 months with extension 12 months (excepting Force Major) of from the date of sanction of building plan from the Appropriate Office or appropriate authorities. The Developer shall not incur any liability for any delay in the delivery of possession by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building. In any of the aforesaid event, the Developer shall be entitled to corresponding extension of further time of 12 months from the date of withdrawal of restriction order for delivery of the said Owners' Allocation, failing which the Developer shall compensate to the Owners till the completion of such building in all respect and deliver the possession of the allocation complete an all respect.

26.3 If the Developer fails to carry-on the proposed work within the stipulated period, except by reason of civil commotion or for any Act of God or due to any injunction or Prohibitory of any Court or any matter relating to construction of the Building, the Owners shall be entitled to presume that the Developer is unwilling/unable to implement the construction project and shall be entitled to terminate this Agreement by



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a written notice to the Developer and to engage any other agency for completion of the project. The Developer shall also be liable to compensate the Owners any loss that may result to the Owners on account of such abandonment of the project work by the Developer.


THE FIRST SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT the piece and parcel of land at **Mouza - Guskura**, J.L. No. 110, R.S.& L.R Dage No. - 3830/3982, 3830/3983, 3830/3984 & 3830/3985 under L.R. Khatian No. - 9159 & 9160 Classification - Danga, Bastu, Bastu & Dokan respectively **Area of Land : 0.01acre, 0.07 acre, 0.08acre & 0.02 acre** (more or less), within the jurisdiction of **Ward No. 6, Mahalla - Station Road, Holding No. 55 within Guskara Municipality under P.S.** - Ausgram, District - Purba Bardhaman, West Bengal

ON THE NORTH BY : Guskara Station Road
ON THE EAST BY : 12ft wide Municipal Road
ON THE SOUTH BY : House property of Other
ON THE WEST BY : Saw Mill of other

THE SECOND SCHEDULE ('B') ABOVE REFERRED TO:

(Owners allocation)

 shall mean and include the **31% of the multi storied building upto G+IV storied with commercial spaces and rest storied upto top floor of the construction the owner's allocation**

Contd. next page

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will be as 20%, as per sanctioned building plan issued by appropriate Authority upon the FIRST schedule property **TOGETHER WITH** undivided proportionate share in land and common parts & facilities with modern fittings & fixtures and such owner's allocation shall be adjusted by constructed portion and the same will be mutually determined by executing separate supplementary agreement. The said Flats and Car parking space and one shoproom in front possession of the commercial space will be specifically demarcated mutually after getting sanction plan and by executing separate supplementary agreement. At the same time during period of this agreement any tenant in possession at "A" schedule property such possession of tenant will be adjusted from owner's allocation.

THE THIRD SCHEDULE('C') ABOVE REFERRED TO:

(Developers allocation)

shall mean excepting the Owners allocation area i.e. **31% of the multi storied building upto G+IV storied with commercial spaces and rest storied upto top floor of the construction the owner's allocation is as 20%**, as such **69% constructed** area upto the G+IV and 80 % in remaining portion i.e. upto top floor of the building, as per sanctioned building plan issued by **appropriate authority** upon the FIRST schedule property **TOGETHER WITH** undivided proportionate share in the common parts and facilities and the same shall be constructed with modern fittings and fixtures

Contd. next page

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subject to sanction of total F.A.R. TOGETHER WITH right over the roof for its maintenance and fixing up overhead tank with water distribution line and other necessity of the building. The Flats & Car Parkings Space will be specifically demarcated mutually after getting sanction plan and by executing separate supplementary agreement.

THE FORTH ('D') SCHEDULE ABOVE REFERRED TO

(Description of the common area and facilities)

- a.** The R.C.C. columns and beam, supports, main walls, corridors, lobbies, stairs and landings, stairways, lift elevator and lift room, lift well pump room, Generator Room, electrical Meter room and electric service of WBSEB, Entrance to and exit from this building and other areas and space of passage of the building, statutory open vacant land indented for common use.
- b.** Installation of common services such as water, sewerage etc.
- c.** Pump, motors pipes ducts and all apparatus and installations in the buildings for common use.
- d.** Darwans and/or caretakers room.
- e.** Underground water reservoirs and head water tank, Septic tank, drainage system.


Contd. next page

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- f. Ultimate roof of the building, outside walls, Boundary walls and main Entrance Gate.

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

WITNESS :

1. *Bholamath sas.* L.T.I  *Tulsi Mutchherjee by Pen of Bholamath sas.*
Slovdya chandra sas.
Rajam-Brodwar smarti Mukherji

SIGNATURE OF THE LAND OWNER

2. *Sunil Garai*
Lop Kali Padajani
Cushbaya

ALIS CONSTRUCTION

SK Sobarat Ali
Proprietor

3. *Sigankar Mondal.*
s/o Late Kailash Mondal.
Add- Guskaran

SIGNATURE OF THE DEVELOPER

Drafted by me & typed in my office :-

Ashish K. Paul
Ashish Kumar Paul

Advocate

Enrolment No. W.B. 1379 of 2000

Computerised typed by :-

A Sri Sankhyi K...
Solutions
101, B Block - Sector 1

	Little	Ring	Middle	Index	Thumb
Right Hand Impression					
Right Hand Impression	Thumb	Index	Middle	Ring	Little



L.T.I of Tulsi Muthesjee by the Pen of Bhalamatti Area
SIGNATURE by the Pen of Chalmatt Area

	Little	Ring	Middle	Index	Thumb
Left Hand Impression					
Right Hand Impression	Thumb	Index	Middle	Ring	Little



Shant MUKHERJEE

Shant MUKHERJEE

SIGNATURE

	Little	Ring	Middle	Index	Thumb
Left Hand Impression					
Right Hand Impression	Thumb	Index	Middle	Ring	Little



SK Sobarat Ah

SK Sobarat Ah



Government of West Bengal
Directorate of Registration & Stamp Revenue
FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	0202000701/2022	Date of Application	21/10/2022
Query No / Year	02022003038023/2022		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr Ashish Kumar Paul		
Stampduty Payable	Rs.7,061/-		
Registration Fees Payable	Rs.10,021/-		
Applicant Name of the Visit Commission	Mr A K Paul		
Applicant Address	burdwan judge court		
Place of Commission	parbihata, burdwan		
Expected Date and Time of Commission	29/10/2022 6:00 PM		
Fee Details	J1: 250/-, J2: 300/-, PTA-J(2): 0/-, Total Fees Paid: 550/-		
Remarks			



10-10-2022 4:19:20 PM









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. - II Purba Bardhaman, District Name :Purba Bardhaman

Signature / LTI Sheet of Query No/Year 02022003038023/2022

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 Shanti Mukherjee Shantipur, Madhyapara, City:- Gushkara, P.O:- Guskara, P.S:-Ausgram, District:-Purba Bardhaman, West Bengal, India, PIN:- 713128	Land Lord			<i>Shanti Mukherjee</i> 21.10.2022
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
	Smt Tulsi Mukherjee Shantipur, Madhyapara, City:- Gushkara, P.O:- Guskara, P.S:-Ausgram, District:-Purba Bardhaman, West Bengal, India, PIN:- 713128	Land Lord			<i>L.T.I of Tulsi Mukherjee. The Pen of Shobanmoukha D0 21-10-22</i>
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr Sk Sobarat Ali Md Kalachand Road, Ghola, Muslim Para, Village:- Ghola, P.O:- Ghola, P.S:-Ghola, District:- North 24-Parganas, West Bengal, India, PIN- 700111	Represent ative of Developer [ALIS CONSTR UCTION]			<i>SK Sobarat Ali. 21/10/2022</i>

Handwritten notes at the bottom of the page.

Sr No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Bholanath Das Son of Late Uday Chandra Das Rayan, City:- Burdwan, P.O:- Rayan, P.S:- Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713101	Mr Shanti Mukherjee, Smt Tuls Mukherjee, Mr Sk Sobarat Ali			<i>Bholanath Das</i> 21-10-2022

(Dilip Kumar Mandal)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. -
II Purba Bardhaman
Purba Bardhaman, West
Bengal



Digitally signed by (Dilip Kumar Mandal)
DN: cn=Dilip Kumar Mandal

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



211020222014846764

GRIPS Payment Detail

GRIPS Payment ID:	211020222014846764	Payment Init. Date:	21/10/2022 15:43:56
Total Amount:	12114	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4324999260115	BRN Date:	21/10/2022 15:44:37
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr SK SOBARAT ALI
Mobile: 9681202023

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230148467658	Directorate of Registration & Stamp Revenue	12114
Total			12114

IN WORDS: TWLEVE THOUSAND ONE HUNDRED FOURTEEN ONLY.
DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





ভারত সরকার
Government of India



শ্রী সোবারত আলী
Sh Sobarat Ali
স্বকীয়তা/ DOB: 16/04/1983
পুরুষ / MALE



8317 4872 7411

আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India

ঠিকানা:
S/O: শ্রী সুলক আলী, .. মহা:
কলাচাঁদ রোড, পানিহাটী (স),
উত্তর ২৪ পরগনা,
পশ্চিম বঙ্গ - 700111

Address:
S/O: Sh Sukur Ali, .. MD
KALACHAND ROAD, Panihat
(m), North 24 Parganas,
West Bengal - 700111

8317 4872 7411



help@uidai.gov.in

www.uidai.gov.in

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

SK SOBARAT ALI

SHEEK SUKUR ALI

16/04/1983

Permanent Account Number

ALGPA5058F



A handwritten signature in black ink is located in the bottom left corner of the card.

Signature



भारत सरकार



Shanti Mukherjee
DOB: 01/01/1982
Male / MALE



3813 9130 3253

MERA AADHAAR MERI PEHCHAN

आयकर विभाग
INCOME TAX DEPARTMENT

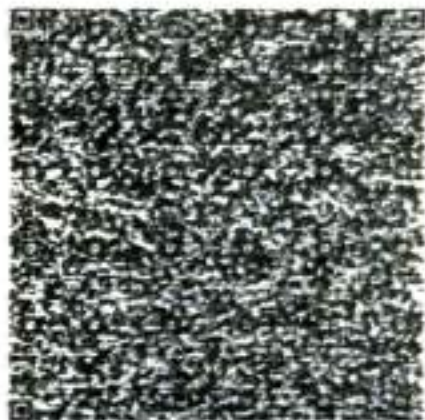


भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AMHPM1080H



नाम / Name

SHANTI MUKHERJEE

पिता का नाम / Father's Name

KAMAKSHA CHARAN MUKHERJEE

जन्म की तारीख /

Date of Birth

01/01/1982

हस्ताक्षर / Signature

28042019



ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
HTQPM2501G

नाम / Name	TULSI MUKHARJEE
पिता का नाम / Father's name	DHANA HANSDA
जन्म की तारीख / Date of Birth	03/06/1950
लिंग / Gender	Female
	
	हस्ताक्षर / Signature
	
	Signature Not Verified Digitally signed by Income Tax Dept Date: 2022.09.26 03:11:39 IST

- Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक ज्ञात है, जिसमें करों के भुगतान, आकलन, कर घटा, टैक्स बकाया, सूचना के मिलान और इलेक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B का संदर्भ लें)
- Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000 एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card"। आयकर पैन कार्ड में एम्बेडेड क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut



Major Information of the Deed

No :	I-0202-09425/2022	Date of Registration	08/12/2022
Registry No / Year	0202-2003038023/2022	Office where deed is registered	
Registry Date	18/10/2022 9:29:41 PM	D S R - II Purba Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	Ashish Kumar Paul Burdwan District Judges Court, Thana: Bardhaman District: Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No: 7407884472. Status: Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs: 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration: 1], [4311] Other than Immovable Property, Receipt [Rs: 10,00,000/-]		
Set Forth value	Market Value		
Rs. 8/-	Rs. 54,67,500/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,061/- (Article:48(g))	Rs. 10,053/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: Purba Bardhaman, P.S:- Ausgram, Municipality: GUSHKARA, Mouza: Guskara, JI No: 110, Pin Code : 713128

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3830/3982 (RS :-)	LR-9159	Other Commercial Usage	Danga	0.5 Dec	1/-	1,51,875/-	Width of Approach Road: 63 Ft., Adjacent to Metal Road,
L2	LR-3830/3982 (RS :-)	LR-9160	Other Commercial Usage	Danga	0.5 Dec	1/-	1,51,875/-	Width of Approach Road: 63 Ft., Adjacent to Metal Road,
L3	LR-3830/3983 (RS :-)	LR-9159	Other Commercial Usage	Bastu	3.5 Dec	1/-	10,63,125/-	Width of Approach Road: 63 Ft., Adjacent to Metal Road,
L4	LR-3830/3983 (RS :-)	LR-9160	Other Commercial Usage	Bastu	3.5 Dec	1/-	10,63,125/-	Width of Approach Road: 63 Ft., Adjacent to Metal Road,
L5	LR-3830/3984 (RS :-)	LR-9159	Other Commercial Usage	Bastu	4 Dec	1/-	12,15,000/-	Width of Approach Road: 63 Ft., Adjacent to Metal Road,
L6	LR-3830/3984 (RS :-)	LR-9160	Other Commercial Usage	Bastu	4 Dec	1/-	12,15,000/-	Width of Approach Road: 63 Ft., Adjacent to Metal Road,

0/3985 (S -)	LR-9159	Other Commercial Usage	Shop	1 Dec	1/-	3,03,750/-	Width of Approach Road 63 Ft. Adjacent to Metal Road.
LR-3830/3985 (RS -)	LR-9160	Other Commercial Usage	Shop	1 Dec	1/-	3,03,750/-	Width of Approach Road 63 Ft. Adjacent to Metal Road.
TOTAL :				18Dec	8 /-	54,67,500 /-	
Grand Total :				18Dec	8 /-	54,67,500 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr Shanti Mukherjee (Presentant) Son of Kamaksha Charan Mukherjee Shantipur, Madhyapara, City:- Gushkara, P.O:- Guskara, P.S:-Ausgram, District:-Purba Bardhaman, West Bengal, India, PIN:- 713128 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: amxxxxxx0h,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 21/10/2022 , Admitted by: Self, Date of Admission: 21/10/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/10/2022 , Admitted by: Self, Date of Admission: 21/10/2022 ,Place : Pvt. Residence</p>
2	<p>Smt Tulsī Mukherjee Wife of Kamaksha Charan Mukherjee Shantipur, Madhyapara, City:- Gushkara, P.O:- Guskara, P.S:-Ausgram, District:-Purba Bardhaman, West Bengal, India, PIN:- 713128 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: htxxxxxx1g,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 21/10/2022 , Admitted by: Self, Date of Admission: 21/10/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/10/2022 , Admitted by: Self, Date of Admission: 21/10/2022 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>ALIS CONSTRUCTION 1 No. Shyambazar, City:- Burdwan, P.O:- Rajbati, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713104 , PAN No.:: ALxxxxxx8F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :**Name,Address,Photo,Finger print and Signature****Mr Sk Sobarat Ali**

Son of Mr Sk Sukur Ali Md Kalachand Road, Ghola, Muslim Para, Village:- Ghola, P.O:- Ghola, P.S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700111, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: alxxxxxx8f,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ALIS CONSTRUCTION (as Proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Bholanath Das Son of Late Uday Chandra Das Rayan, City:- Burdwan, P.O:- Rayan, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713101			

Identifier Of Mr Shanti Mukherjee, Smt Tulsi Mukherjee, Mr Sk Sobarat Ali

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Tulsi Mukherjee	ALIS CONSTRUCTION-0.5 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Shanti Mukherjee	ALIS CONSTRUCTION-0.5 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Smt Tulsi Mukherjee	ALIS CONSTRUCTION-3.5 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Mr Shanti Mukherjee	ALIS CONSTRUCTION-3.5 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	Smt Tulsi Mukherjee	ALIS CONSTRUCTION-4 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	Mr Shanti Mukherjee	ALIS CONSTRUCTION-4 Dec

Transfer of property for L7

Sl.No	From	To. with area (Name-Area)
1	Smt Tulsi Mukherjee	ALIS CONSTRUCTION-1 Dec

Transfer of property for L8

Sl.No	From	To. with area (Name-Area)
1	Mr Shanti Mukherjee	ALIS CONSTRUCTION-1 Dec

Details as per Land Record

Purba Bardhaman, P.S:- Ausgram, Municipality: GUSHKARA, Mouza: Guskara, JI No: 110, Pin Code :

No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3830/3982, LR Khatian No:- 9159	Owner:তুলসী মুখোপাধ্যায়, Gurdian:কামাক্ষ্যা চরন মুখোপাধ্যায়, Address:নিজ , Classification:ডাঙ্গা, Area:0.03000000 Acre,	Smt Tulsi Mukherjee
L2	LR Plot No:- 3830/3982, LR Khatian No:- 9160	Owner:শান্তি মুখোপাধ্যায়, Gurdian:কামাক্ষ্যা চরন মুখোপাধ্যায়, Address:নিজ , Classification:ডাঙ্গা, Area:0.03000000 Acre,	Mr Shanti Mukherjee
L3	LR Plot No:- 3830/3983, LR Khatian No:- 9159	Owner:তুলসী মুখোপাধ্যায়, Gurdian:কামাক্ষ্যা চরন মুখোপাধ্যায়, Address:নিজ , Classification:বাগু, Area:0.03000000 Acre,	Smt Tulsi Mukherjee
L4	LR Plot No:- 3830/3983, LR Khatian No:- 9160	Owner:শান্তি মুখোপাধ্যায়, Gurdian:কামাক্ষ্যা চরন মুখোপাধ্যায়, Address:নিজ , Classification:বাগু, Area:0.04000000 Acre,	Mr Shanti Mukherjee
L5	LR Plot No:- 3830/3984, LR Khatian No:- 9159	Owner:তুলসী মুখোপাধ্যায়, Gurdian:কামাক্ষ্যা চরন মুখোপাধ্যায়, Address:নিজ , Classification:বাগু, Area:0.04000000 Acre,	Smt Tulsi Mukherjee
L6	LR Plot No:- 3830/3984, LR Khatian No:- 9160	Owner:শান্তি মুখোপাধ্যায়, Gurdian:কামাক্ষ্যা চরন মুখোপাধ্যায়, Address:নিজ , Classification:বাগু, Area:0.04000000 Acre,	Mr Shanti Mukherjee
L7	LR Plot No:- 3830/3985, LR Khatian No:- 9159	Owner:তুলসী মুখোপাধ্যায়, Gurdian:কামাক্ষ্যা চরন মুখোপাধ্যায়, Address:নিজ , Classification:দোকান, Area:0.01000000 Acre,	Smt Tulsi Mukherjee
L8	LR Plot No:- 3830/3985, LR Khatian No:- 9160	Owner:শান্তি মুখোপাধ্যায়, Gurdian:কামাক্ষ্যা চরন মুখোপাধ্যায়, Address:নিজ , Classification:দোকান, Area:0.01000000 Acre,	Mr Shanti Mukherjee

21-10-2022

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

Presented for registration at 17:30 hrs on 21-10-2022, at the Private residence by Mr Shanti Mukherjee, 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 54,67,500/-

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

Execution is admitted on 21/10/2022 by 1. Mr Shanti Mukherjee, Son of Kamaksha Charan Mukherjee, Shantipur, Madhyapara, P.O: Guskara, Thana: Ausgram, City/Town: GUSHKARA, Purba Bardhaman, WEST BENGAL, India, PIN - 713128, by caste Hindu, by Profession Business, 2. Smt Tulsi Mukherjee, Wife of Kamaksha Charan Mukherjee, Shantipur, Madhyapara, P.O: Guskara, Thana: Ausgram, City/Town: GUSHKARA, Purba Bardhaman, WEST BENGAL, India, PIN - 713128, by caste Hindu, by Profession House wife

Indetified by Mr Bholanath Das, , Son of Late Uday Chandra Das, Rayan, P.O: Rayan, Thana: Bardhaman, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 21-10-2022 by Mr Sk Sobarat Ali, Proprietor, ALIS CONSTRUCTION (Sole Proprietoship), 1 No. Shyambazar, City:- Burdwan, P.O:- Rajbati, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713104

Indetified by Mr Bholanath Das, , Son of Late Uday Chandra Das, Rayan, P.O: Rayan, Thana: Bardhaman, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Admitted

Dilip Kumar Mandal

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - II Purba Bardhaman

Purba Bardhaman, West Bengal

On 08-12-2022

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053.00/- (B = Rs 10,000.00/- , E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 10,053/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/10/2022 3:44PM with Govt. Ref. No: 192022230148467658 on 21-10-2022, Amount Rs: 10,053/-, Bank: SBI EPay (SBlePay), Ref. No. 4324999260115 on 21-10-2022, Head of Account 0030-03-104-001-16

Statement of Stamp Duty

It is stated that required Stamp Duty payable for this document is Rs. 7,061/- and Stamp Duty paid by Stamp Rs. 5,000.00/-, by online = Rs 2,061/-

Description of Stamp

Stamp: Type: Court Fees, Amount: Rs.10.00/-

Stamp: Type: Impressed, Serial no 497, Amount: Rs.5,000.00/-, Date of Purchase: 17/10/2022, Vendor name: S

Charya

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 21/10/2022 3:44PM with Govt. Ref. No: 192022230148467658 on 21-10-2022, Amount Rs: 2,061/-, Bank:
SBI EPay (SBIPay), Ref. No. 4324999260115 on 21-10-2022, Head of Account 0030-02-103-003-02

Dilip Kumar Mandal

Dilip Kumar Mandal
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II Purba Bardhaman
Purba Bardhaman, West Bengal