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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AA 1438

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

Addl. Dist Sub-Registrar
Alipore, South 24 Parganas

12 OCT 2020

**DEVELOPMENT AGREEMENT
WITH POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY
is made on this the 12th day of October, 2020 (Two Thousand Twenty)

BETWEEN

Handwritten notes on the left margin: 2.10.2020, 12.10.2020, 350/292967/2020

14 AUG 2020

131601

No. Rs. Date

Name: Avinash K. Verma
Advocate

Address: Alipore Judge's Court
Kolkata-700 027

Vendor:

I. CHAKRABORTY
6B, Dr. Rajendra Prasad Sarani
Kolkata - 700 001



Addl. Dist. Sub-Registrar
Alipore
12 OCT 2020
South 24 Parganas
Kolkata-700027

Identified by me:-

Avinash K. Verma

s/o A. Verma

Alipore Judge's Court

P.O. & P.S. Alipore

Kol. - 700027

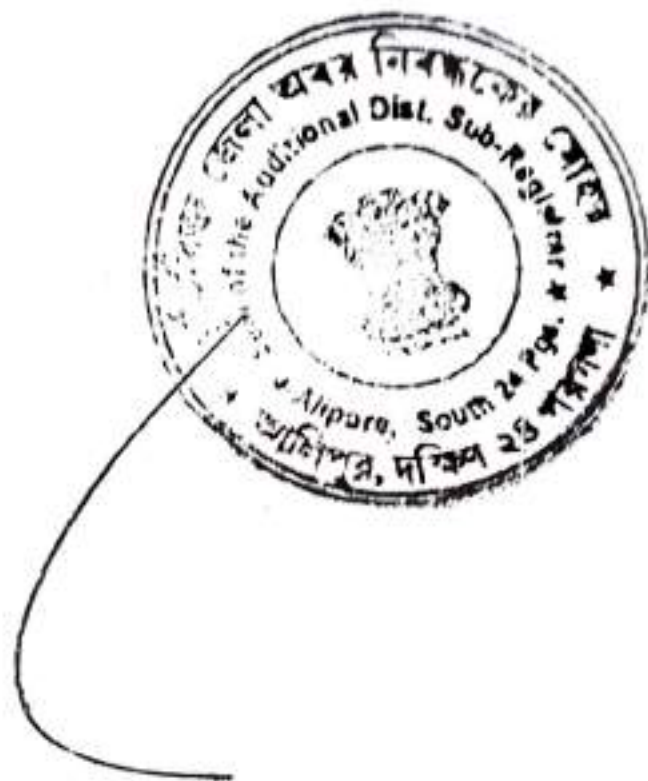
SRI PARTHA SEN, (PAN No. ALJPS7121A) (AADHAR No. 5051 4425 9200), son of Late Deva Prasad Sen, by faith - Hindu, by occupation Business, by nationality - Indian, residing at 177, Benoy Pally, Post Office Banskroni, Police Station- Regent Park, Kolkata- 700070, hereinafter called and referred to as the "LAND OWNER/FIRST PARTY" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the ONE PART;

A N D

SRI SOMNATH BHATTACHARJEE, (PAN AEGPB1650R) (AADHAR No.4876 1965 7470) son of Late Chandī Pada Bhattacharjee, by faith Hindu, by occupation Business, by nationality Indian, residing at 18A, Dinesh Pally, Post Office- Banskroni, Police Station- Regent Park, Kolkata- 700070, hereinafter called and referred to as the "DEVELOPER/CIVIL CONTRACTOR/SECOND PARTY" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective legal heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the SECOND PART;

WHEREAS at all material time the Sri Deva Prasad Sen, Sri Amitava Sen, Sri Partha Sen and Smt. Anuradha Chakraborty presently Smt. Anuradha Bhattacharjee, being the Refugees displaced from East Pakistan now called Bangladesh came to the Territory of State of West Bengal after the partition of India and occupied a piece or parcel of land each respectively within Mouza- Banskroni, District: 24-Parganas (South) for their domestic purpose;

AND WHEREAS the said Sri Deva Prasad Sen, Sri Amitava Sen, Sri Partha Sen and Smt. Anuradha Chakraborty presently Smt. Anuradha Bhattacharjee



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Kolkata-750027

made representation before the Refugees Relief and Rehabilitation Department to grant Indenture in their favour and subsequently the Governor of the State of West Bengal on the Donor therein conferred the absolute right title and interest by way of Deed of Gifts dated 14.10.1991, vide Deed No. 2302, 2303, 2304 & 2305 all for the year 1991, which was duly registered in the Office of the Additional District Registrar at Alipore, Gifted and transferred E.P No.13, land measuring 2 (two) Cottahs 15 (fifteen) Chittacks be the same a little more or less, E.P No.14, land measuring 2 (two) Cottahs 15 (fifteen) Chittacks be the same a little more or less, E.P No.15, land measuring 3 (three) Cottahs be the same a little more or less, and E.P No.16, land measuring 2 (two) Cottahs 15 (fifteen) Chittacks be the same a little more or less, together with adjoining common passages, lying and situated at Manza Bansdroni, J.L. No. 45, C.S. Dag No.322/3774(P), 322(P) & 322/2771(P) respectively, P.S Regent Park, in the District South 24- Parganas, under the jurisdiction of ADSR, continuing condition that said Sri Deva Prasad Sen, Sri Amitava Sen, Sri Partha Sen and Smt. Anuradha Chakraborty presently Smt. Anuradha Bhattacharjee, the Donees therein shall have right to transfer such landed property after completion of 10 years from the date of registration of the said Deed of Gifts and the said property are free from all encumbrances as per terms and conditions of the said Deeds dated 14.10.1991, while had been in enjoying and peaceful possession over the said plots and constructed and erected Kutcha Tile Shed structure on the said plots and living alone for domestic purpose and free from all encumbrances and charges;

AND WHEREAS during peaceful enjoyment, occupation and possession said property as lawful owners the said Sri Deva Prasad Sen, Sri Amitava Sen, duly amalgamated their landed property viz. E.P No.13 & 14 i.e total land measuring 5 (five) Cottahs 14 (fourteen) Chittaks 0 (zero) Square feet be the same a little more or less, together with adjoining common passages,

registered as KMC Premises No. 62 Benoy Pally, P.O Bansdrani, P.S Regent Park, Kolkata 700070, within the limits of Kolkata Municipal Corporation, under Ward No.113, in the District South 24- Parganas, under the jurisdiction of Alipore, which was registered in the office of District Sub Registrar Alipore, recorded in Book No. I, Being No. 00695, for the year 1998;

AND WHEREAS during peaceful enjoyment, occupation and possession said property as lawful owners the said Sri Partha Sen and Smt. Anuradha Bhattacharjee, wife of Sri Ashoke Bhattacharjee, duly amalgamated their landed property viz. E.P No.15 & 16 i.e the land measuring 5 (five) Cottahs 15 (fifteen) Chittaks 0 (zero) Square feet be the same a little more or less, together with adjoining common passages, registered as KMC Premises No. 177, Benoy Pally, P.O Bansdrani, P.S Regent Park, Kolkata 700070, within the limits of Kolkata Municipal Corporation, under Ward No.113, in the District South 24- Parganas, under the jurisdiction of Alipore, which was registered in the office of District Sub Registrar Alipore, recorded in Book No. I, Being No. 00696, for the year 1998;

AND WHEREAS by the virtue of above Deeds No. 695 & 696 all the four plots viz. E.P No.13, 14, 15 & 16, are amalgamated and after the amalgamation the total land measuring 12 (twelve) Cottahs 3 (three) Chittaks 27 (twenty seven) Square feet be the same a little more or less, together with adjoining common passages, comprised within Mouza Bansdrani, J.L No. 45, C.S Dag No.322/3774(P), 322(P) & 322/2771(P) respectively, as KMC Premises No. 177, Benoy Pally, and KMC 62 Benoy Pally P.O Bansdrani, P.S Regent Park, Kolkata 700070, within the limits of Kolkata Municipal Corporation, under Ward No.113, in the District South 24- Parganas, under the jurisdiction of ADSR, but in the Assessment Register of Kolkata Municipal Corporation the land Measuring 5 (five) Cottahs 14 (fourteen) Chittaks 0 (zero) Square feet be the same a little more or less. KMC

Premises No. 62 Benoy Pally AND the land measuring 5 (five) Cottahs 15 (fifteen) Chittaks 0 (zero) Square feet be the same a little more or less, together with adjoining common passages, as KMC Premises No. 177, Benoy Pally, P.O Bansdrani, P.S Regent Park, Kolkata 700070, within the limits of Kolkata Municipal Corporation, under Ward No.113, in the District South 24- Parganas, under the jurisdiction of ADSR, were recorded respectively;

AND WHEREAS by virtue of various act of possession the said Sri Deva Prasad Sen, Sri Amitava Sen, Sri Partha Sen and Smt. Anuradha Bhattacharjee, became the jointly owners, occupiers, and possessors of **ALL THAT** piece and parcel of land measuring 12 (twelve) Cottahs 3 (three) Chittaks 27 (twenty seven) Square feet be the same a little more or less, together with adjoining common passages, comprised within Mouza Bansdrani, J.L No. 45, C.S Dag No.322/3774(P), 322(P) & 322/2771(P) respectively, lying and situated at KMC Premises No. 177, Benoy Pally, and KMC 62 Benoy Pally P.O Bansdrani, P.S Regent Park, Kolkata 700070, within the limits of Kolkata Municipal Corporation, under Ward No.113, in the District South 24- Parganas, under the jurisdiction of ADSR, free from all encumbrances and charges;

AND WHEREAS during peaceful enjoyment, occupation and possession said property as lawful owner the said one Deva Prasad Sen, died intestate on , and leaving behind his two sons namely Sri Amitava Sen, Sri Partha Sen and one married daughter namely Smt. Anuradha Bhattacharjee,, as his only legal heirs and successors who jointly inherited his shares of land with structure the aforesaid property left by deceased Deva Prasad Sen as per Hindu Succession Law. Be it mentioned the wife of Deva Prasad Sen, pre deceased:

AND WHEREAS by virtue of inheritance and various act of possession the said Sri Amitava Sen, Sri Partha Sen and Smt. Anuradha Bhattacharjee, became the jointly owners, occupiers, and possessors of **ALL THAT** piece and parcel of land measuring 12 (twelve) Cottahs 3 (three) Chittaks 27 (twenty seven) Square feet be the same a little more or less, together with adjoining common passages, comprised within Mouza Bansdroni, J.L No. 45, C.S Dag No.322/3774(P), 322(P) & 322/2771(P) respectively, lying and situated at KMC Premises No. 177, Benoy Pally, and KMC 62 Benoy Pally P.O Bansdroni, P.S Regent Park, Kolkata 700070, within the limits of Kolkata Municipal Corporation, under Ward No.113, in the District South 24-Parganas, under the jurisdiction of ADSR, free from all encumbrances and charges

AND WHEREAS due to difficulty in joint possession and enjoyment in the Said entire property, the said owners amicably partitioned amongst themselves as per possession and enjoyment of the said land with structure and the said owners have executed and registered a Partition Deed dated 05.02.2013, in the office Additional District Sub Registrar, Alipore, recorded in Book No. I, Being No. 775, for the year 2013, allotted and demarcated in following Manner mentioned thereon;

AND WHEREAS by the virtue of aforesaid Partition Deed the said Sri Amitava Sen, became the absolutely lawful owner, occupier and title holder in respect of **ALL THAT** piece and parcel of a landed property measuring an area 4 (four) Cottahs 1 (one) Chittacks 10 (ten) Square feet, be the same or little more or less, and other side the said Sri Partha Sen and Smt. Anuradha Bhattacharjee, became the jointly absolutely lawful owners, occupiers and title holders in respect of **ALL THAT** piece and parcel of a landed property measuring an area 8 (eight) Cottahs 2 (two) Chittacks 17 (seventeen) Square feet, be the same or little more or less, together with adjoining common

passages, comprised within Mouza Bansdrani, J.L No. 45, C.S Dag No.322/3774(P), 322(P) & 322/2771(P) respectively, lying and situated at KMC Premises No. 177, Benoy Pally, and KMC 62 Benoy Pally P.O Bansdrani, P.S Regent Park, Kolkata 700070, within the limits of Kolkata Municipal Corporation, under Ward No.113, in the District South 24-Parganas, under the jurisdiction of ADSR, while had been in peaceful possession and enjoyment of the said property and constructed the house and structure for their residential for their family members and make common passage for plot, together with right over the common passage, and had been in peaceful possession and free from all encumbrances and charges;

AND WHEREAS thereafter the said Smt. Anuradha Bhattacharjee, while had been in peaceful possession and enjoyment of the said property from out of natural love and affection for her brother to transferred and gifted her undivided half share i.e. ALL THAT piece and parcel of a landed property measuring an area 4 (four) Cottahs 1 (one) Chittaks 8 ½ (eight and half) out of 8 (eight) Cottahs 2 (two) Chittacks 17 (seventeen) Square feet, be the same or little more or less, together with adjoining common passages, unto in favour of said Sri Partha Sen, mentioned therein as the Donee, by virtue of a registered Deed of Gift, dated 6th day of February, 2013, which was duly registered in the Office of the Additional District Sub Registrar, Alipore recorded in Book No. I, Being No. 00811, for the year 2013, by paying regular taxes and free from all encumbrances and other charges.

AND WHEREAS by virtue of inheritance, registered Deed of Gift and various act of possession the said Sri Partha Sen, became the absolute owner, occupier, seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of a land property measuring an area 8 (eight) Cottahs 2 (two) Chittacks 17 (seventeen) Square feet, be the same or little more or less, together with adjoining common passages, Mouza Bansdrani,

J.L No. 45, C.S Dag No.322/3774(P), 322(P) & 322/2771(P) respectively, lying and situated at KMC Premises No. 177, Benoy Pally, and KMC 62 Benoy Pally P.O Bansdrani, P.S Regent Park, Kolkata 700070, within the limits of Kolkata Municipal Corporation, under Ward No.113, in the District South 24- Parganas, under the jurisdiction of ADSR, and had been in peaceful possession and enjoyment of the said property, free from all encumbrances;

AND WHEREAS the owner herein, registered the Deed of Declaration dated 03.06.2016, which was duly registered in the Office of the Additional District Sub Registrar, Alipore recorded in Book No. 1, Being No. 160503786, for the year 2016, and free from all encumbrances and other charges.

AND WHEREAS the owner herein intend to amalgamated two premises No.62 and 177 Benoy Pally, P.O Bansdrani, P.S Regent Park, Kolkata 700070 into single premises and applied before the office of Kolkata Municipal Corporation for amalgamated the said property converted into a single premises No.177 Benoy Pally, P.O Bansdrani, P.S Regent Park, Kolkata 700070; the Owner herein now seized and possessed of the said property duly mutated his name in the Office of Kolkata Municipal Corporation, under Ward No. 113, having Assessee No. 311130801771 being Municipal Premises No. No.177 Benoy Pally, P.O Bansdrani, P.S Regent Park, Kolkata 700070, mailing address 24C, Sahid Benoy Bose Road, P.O Bansdrani, P.S Regent Park, Kolkata 700070, within the limits of the Kolkata Municipal Corporation, under Ward No. 113, in the District of South 24- Parganas and is in peaceful possession and enjoyment of the said property by various of possession thereon and by paying taxes regularly to the municipal authority enjoying the same free from all encumbrances, liens and attachments whatsoever and together with all right, title, interest and right of easement attached thereto and the said property which is morefully and particularly described in the **Schedule 'A'** hereunder written, and hereinafter called and

referred to as the 'said Property' and are in peaceful possession and enjoyment of the said property, free from all encumbrances,

AND WHEREAS the said Owner herein being seized and possessed of the said property, which is specifically mentioned in the Schedule-'A' below, hereinafter called and referred to as the 'said property' decide to develop and construct Multistoried building upon the said land but the Owner have no financial capacity, experience etc. to construct the same and accordingly for better living and knowing the Developer's credibility proposed to construct the building upon her land at the cost and supervision of the Developer/Civil Contractor namely SOMNATH BHATTACHARJEE, on mutual discussion the Developer have agreed and accepted the proposal of the owner to commercially exploit the said property on joint venture basis and both the parties have hereto entered into this Development Agreement with the terms and conditions which shall be binding upon them along their respective legal heirs, executors, successors, administrators, legal representatives etc and also executed the registered development power of attorney in favour the Developer for smooth running of the construction work;

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

PART-I

1. This Agreement shall be deemed to have been commenced on and with effect from the day month and year first above written.

2. The owner has agreed to authorize the Developer to develop the said land described in Schedule-'A' hereto at his own cost, expenses and responsibilities and after demolishing the existing building or structures thereon and after making necessary arrangements, at his own cost and

responsibility, so that the landowner co-operate with the Developer and vacate the said premises without any litigation to enable the Developer to construct the new building thereon having several independent saleable units/flats.

3. The Developer shall at his own costs and expenses and responsibility shall develop the said property by constructing a new building thereon containing several independent saleable flats/garages/units together with all common areas and facilities including corridors, stair ways, passages, drive ways, pumps, overhead and underground water tanks, pump motor, sewerage, sanitation, electricity and other facilities including those mentioned in Schedule- 'D' hereunder, as may be required for the use, enjoyment, maintenance and/ or management of the building or the independent units or flats therein.

PART-II

GENERAL TERMS

1. This agreement will not be treated as a Partnership between the owners and the Developer nor an agreement for sale of the said property by the owners to the Developer. The Developer is given only a right to develop the Schedule-'A' property mentioned below.

2. The Developer is satisfied that the Owner is the full absolute owners of the said property and that the said property is not subject to any mortgage, charge or any other encumbrances.

3. That the owner will handover the necessary original documents relating to Schedule-'A' property for sanction of building plan from K.M.C. to the developer and after sale proceeds of entire Developer's allocation the Developer will return the original documents to the Owner.

4. *The Developer shall not start any work of development on the said property unless the building plan is sanctioned by the Kolkata Municipal Corporation and the requisite permissions are issued in favour of the owners. The Developer shall make necessary arrangements to obtain sanction of the building plan at his own costs and shall submit the final building plan to the Kolkata Municipal Corporation.*
5. *The Development of the said property by construction of building or buildings thereon shall be at the entire cost, expenses and risks of the Developer. All buildings to be constructed on the said property and all dwelling units thereon will be in accordance with the plan sanctioned by the Kolkata Municipal Corporation.*
6. *The owner shall at the request and costs of the Developer sign and execute from time to time the plans, revise plan and other applications for lay outs, sub-division, amalgamations, Rectification Deeds construction of the building and structures on the said property for getting sanction and approval from the Kolkata Municipal Corporation in the name of the owner but the Developer shall be responsible for obtaining such sanction/ permission etc. as may be necessary for commencing and completing the construction as above and shall bear all fees, charges, expenses, required to be paid and deposited for this purpose.*

PART-III

OWNER'S RESPONSIBILITY AND OBLIGATIONS

1. *The Owner hereby declare and represent that the Owner have good and absolute right, title and interest in the Schedule- 'A' property without any claim, right and interest of any other person or persons claiming under or interest for the Owner and the property is free from all encumbrances and the Owner have every authority to enter into this agreement with the Developer's.*

2. *The Land Owner further undertake into entered the agreement with Developer for registration of Development Agreement and also registration of Development Power of Attorney in favour of the Developer for the smooth construction of the new building in accordance with the Sanction Building Plan obtained from the Office of the Kolkata Municipal Corporation in favour of the Developer, for construction of the new building as well as transfer and transaction in respect of Developer's Allocation specified in the Schedule- 'C' property.*
3. *The Landowner further agreed the process of registration of Development Agreement and Development Power of Attorney shall be cooperate without any further terms and conditions with the Developer in any manner.*
4. *The Land Owner further assure that there is no other Owner/s or coparcener/s in the said property to claim any respective right, title, interest and possession in the property and in the past, present and future or coming days if anything such happened the Owner shall take the total responsibility to solve and/or settle the problem and in that case if required they shall settle the matter out of his share and/or Allocation and neither the Developer's nor any of its share and/or Allocation will become affected for the said purpose.*
5. *That the Owner further specifically declare, if in future any of the above-stated statements emerge as false and/or suppression of any material fact is detected, then the Owner will remain completely liable and/or responsible to compensate the Developer's here in named in all respect and in that case the Developer's will remain eligible to take any steps and/or measures as per related Laws.*

6. That the owner doth hereby undertake to pay the municipal taxes and other and outgoings upto date and make the property free from all taxes and liabilities upto the date of execution of this presents.
7. That the Owner doth hereby declare that the Schedule- 'A' property is lying free of all charges, liens, hypothecation, litigation, acquisition or requisitions of any Government or local body and lying free from all encumbrances and the Owner have clear good marketable title in the Schedule- 'A' property and she have every right to execute this Agreement with the Developer.
8. The Owners hereby agree and covenant with the Developer not to grant lease, mortgage or charges the said property or any portion thereof without Owner's allocation and consent in writing of the Developers during the period of construction and tenure of this Agreement.
9. Upon completion and after giving Owner's Allocation which is particularly described in Schedule- 'B' hereunder written, of the newly proposed building, the Owner shall execute such Deed of Conveyance/s in respect of the undivided proportionate share on land and in favour of the Developer or his nominee/s with respect of Developer's Allocation as may be necessary.
10. The owner shall be entitled only to deal with the Owner's Allocation at their discretion including entering into Agreement for Sale with Third Party etc. without any obstruction from the Developer, after handing over the possession of the owner's allocation or during the time of construction.

11. That if the owner expire during the period of construction then the nominee of the owner shall not disturb or raise any objection for the smooth construction of the said property and also the nominee of the owner will co-operate with the Developer for registering the documents before the Registrar Office, if any.
12. That the Owner doth hereby declare and further undertake that in future the owner shall not raise any claim, right and interest of any additional space or square feet in respect of parking space. The owner will only be entitled to 50% of the Parking Space on the Ground Floor from North West Side (Front Portion) only which is morefully and particularly described in the **Schedule 'B'** mentioned hereunder written.

PART-IV

DEVELOPER'S REPRESENTATION

1. The Developer confirms and represent that they have necessary licenses, permission, registration issued by Kolkata Municipal Corporation or other authorities/ bodies and shall obtain at their own cost and responsibility any other licenses, permissions, registrations from the relevant authority/ authorities as may be required or necessary for carrying out or completing construction of the proposed new building.
2. The owner do hereby grant exclusive contract to the Developer to build upon and to exploit commercially the said property and for construction of new building thereon at his own cost, expenses and responsibilities as per Building Sanction Plan of the Kolkata Municipal Corporation at the cost of Developer.

3. The Developer as well as owner shall entitle to receive debris of the existing building after demolishing the existing structure standing thereon.

PART-V

CONSTRUCTION

1. The Developer/Builder shall at his own cost raise and erect and construct the Building as per Sanction Building Plan of the Kolkata Municipal Corporation utilizing the maximum total F.A.R. as granted by the Municipal Authority without any variation at the full responsibility and risk of the Developer/ Builder.
2. The Developer/Builder shall bear all costs of sanction and other incidentals and shall protect the said property at his own cost till completion of the project.
3. The Developer shall comply with all requirements of the Kolkata Municipal Corporation and other Local Authorities relating to the construction of the said Building upon the said property and shall obtain all necessary approval or approvals permission from the Authorities at his own cost and charges in the name and on behalf of the Owner.
4. The Developer is hereby authorized by the Owner to apply and obtain in the name of the owner Building Sanction Plan from the Kolkata Municipal Corporation and other Local Authorities, Temporary or Permanent Electricity Connection from W.B.S.E.D.C.L/C.E.S.C and /or any other inputs and facilities required for the construction of the

Building. All plans, applications, papers, documents shall be signed by the Owner.

5. The owner shall not disturb or raise any objection for any additions, alterations, modifications or changes or deviations in the constructions of the New Building approval of the Kolkata Municipal Corporation and other Authorities as the case may be has to be obtained by the Developer at his own cost and responsibility and shall regularize the construction of the Building and obtain completion certificate from K.M.C. after completion of the proposed building, If require.
6. The construction shall be completed by the Developer on or before 30 (thirty) months from the date of obtaining of sanctioned Building plan from the office of the Kolkata Municipal Corporation SUBJECT TO the delivery of vacant possession of the said property.
7. That if the Developer fails to complete the construction work within the said stipulated period of 30 (thirty) months then the Owner will be liable to extend a period of 6 (six) months on mutual understanding.
8. That in case of any Suit and/or dispute in relation with the title in respect of the property under this agreement, during the pendency of the project, the restriction of time limit will be relaxed.

PART-VI CONSIDERATION

1. In consideration of the Developer having agreed to construct and erect and complete the said project on the said property and it is hereby agreed that the Developer shall have absolute authority and full power and right to enter into an agreement for sale or otherwise to any

person/persons under any terms and conditions in respect of the Developer's allocations with proportionate common areas except and other than the portions allocated for the owner together with undivided proportionate share of the said property.

2. In consideration of the Owner having agreed to entrust to the Developers the development of the said property described in the Schedule- 'A' hereto and to confer the developer the rights, powers, privileges and benefits as mentioned herein and in consideration of Developers having agreed to develop the said property by constructing a new building thereon having several saleable independent units/flats at its own costs, expenses and responsibility, as per sanctioned plan it has been agreed that the Owner's Allocation in the said newly constructed building will be 50% of the total constructed area i.e **ALL THAT piece and parcel of self contained residential** a) 2 (two) flats on the 1st floor, front side of 2 BHK i.e (2 bed rooms, 2 toilets, 1 kitchen, 1 dinning cum living and 1 verandah), b) A commercial space on the 1st floor, i.e entire Back portion, (Together with personal stair from Ground floor to First floor only), c) 2 (two) flats on the 3rd floor, Back side of 2 BHK , d) 2 (two) flats on the 4th floor, front side of 2 BHK, e) 1 (one) flat on the Ground Floor, North East Facing (back side) of 2 BHK i.e (2 bed rooms, 2 toilets, 1 kitchen, 1 dinning cum living and 1 verandah) AND f) 50% of the Parking Space on the Ground Floor from North West Side (Front Portion) only of the total constructed area and consideration value is Rs 5,000,00/- (Rupees Five Lakhs) only as forfeited or Non Refundable money, will be pay at the time of registration of Development Agreement AND together with undivided impartible and proportionate share and interest in the land of Schedule-'A' premises together with the proportionate right, title and

interest in common parts, facilities and amenities attached to the premises and also in the roof of the building more fully mentioned in the Schedule- 'B' hereunder written to be erected, constructed and completed in all respect by the Developer at his own cost and expenses by and under these presents of total constructed area available as per building sanctioned plan obtained from the office of Kolkata Municipal Corporation, along with common facilities and amenities thereon which are specified as Schedule- 'D' hereunder and in the clause referred to as 'Owner's Allocation' which is more fully and particularly mentioned in the Schedule- 'B' hereunder written.

PART VII
DEVELOPER'S OBLIGATIONS

1. The developer hereby agrees and covenants with honour not to violate or contravenes any of the provisions or rules applicable for construction of the said building.
2. The Developer hereby agrees and covenants with the owner to complete the construction of the new building within the stipulated period from the date of obtaining building sanctioned plan and of permission for commencement of construction of the Kolkata Municipal Corporation.
3. The Developer shall use standard proportion and quality of building materials for constructing the new building and the building shall be constructed, erected and completed by the Developer as per specifications provided in Schedule-'D' hereunder and the flats/garages/shops/units etc and common fixtures, fittings and facilities.

PART- VIII
MISCELLANEOUS

1. That the owner shall be entitled to transfer or otherwise deal with the Owner allocation on the said building at their own discretion.
2. That it is agreed that from the date of sanction of the building plan and Developer shall pay and discharge all taxes and outgoings including municipal taxes that may be levied by any public body or authorities in respect of the said property and the Developer shall indemnify or keep indemnified the owners from the Third Party claim.
3. That the Developer shall be at liberty to advertise in the daily news paper for sale of the flat to be constructed on the said land appertaining to Developer's allocation only and to put his banners on the land to employ Durwan, Care-taker for safety of the project to invite the application from the intending purchaser/s and to all the acts, deeds and things as may be necessary or negotiate with the intending buyers to prepare the necessary deeds of sale after collection of the payment from the buyers as per agreement between themselves provided that the terms and conditions of such agreement for Sale or Deed do not affect any reasonable interest or right of the owners relating to the possession the Owner's allocation PROVIDED THAT all costs and expenses incidental charges, to all at, deed and things shall be borne by the Developer or intending buyers.
4. All costs, taxes, charges and expenses including Architect's fees shall be discharged and paid by the Developers and the Owners shall not be responsible in this context.

5. That the Flat of the Owner shall be completed as per specification attached herewith this Agreement but any additional which are to be done at the Owner's allocation, the same would be informed to the Developers for such additional works in writing..

PART- IX
FORCE MAJURE

1. The parties hereto not be considered to be liable for any obligation hereunder to the extent that performance of these obligation are prevented by the existence of the 'Force Majure' and shall be suspended from the obligation during the duration of the 'Force Majure'.
2. 'Force Majure' shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or omission beyond the reasonable control of the parties hereto.
3. In case of any dispute and any differences arise between the parties herein that in that event a common Arbitrator may be appointed to solve the problem or problems or any disputes between the parties, the same shall be referred to arbitration under the provision of Indian Arbitration and reconciliation Act and/or solved by mutually discussions between the parties herein.

PART-X
JURISDICTION

1. The Courts of Kolkata and its subordinate Courts of South 24 Parganas at Alipore shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

SCHEDULE 'A' ABOVE REFERRED TO

ENTIRE PROPERTY

ALL THAT piece and parcel of land measuring **8 (eight) Cottahs 2 (two) Chittacks 17 (seventeen) Square feet**, be the same a little more or less, **Together with 100 Square feet, more or less, Kacha tile shed structure** standing thereon, **comprised in Mouza Bansdrani, J.L No. 45, E.P No. 13 to 16, C.S Dag No.322/3774(P), 322(P) & 322/2771(P) lying and situated at KMC Premises No.177 Benoy Pally, P.O Bansdrani, P.S Regent Park, Kolkata 700070; mailing address 24C, Sahid Benoy Bose Road, P.O Bansdrani, P.S Regent Park, Kolkata 700070, within the limits of the Kolkata Municipal Corporation, under Ward No. 113, having Assessee No. 311130801771, in the District South 24- Parganas, under the jurisdiction Sub Registrar office at Alipore, together with all right, title, interest and right of easement thereto, which is butted and bounded in the manner as follows:-**

- ON THE NORTH** : By property of Sri Amitava Sen, KMC Premises No
Part of 62/1 Benoy Pally
- ON THE SOUTH** : By House of Sri Manindralal Chatterjee,
i.e 25, Benoy Bose Rd, Binoy Pally
- ON THE EAST** : By House of Sri Ranjit Sengupta,
i.e B21/1, Chirantani Park
- ON THE WEST** : By 14' feet KMC Road, Binoy Bose Road;

SCHEDULE 'B' ABOVE REFERRED TO

OWNER'S ALLOCATION

ALL THAT piece and parcel of 50% of the total constructed area i.e **ALL THAT** piece and parcel of self contained residential **a) 2 (two) flats on the 1st floor, front side of 2 BHK i.e (2 bed rooms, 2 toilets, 1 kitchen, 1**

dinning cum living and 1 verandah), b) A commercial space on the 1st floor, i.e entire Back portion, (Together with personal stair from Ground floor to First floor only), c) 2 (two) flats on the 3rd floor, Back side of 2 BHK , d) 2 (two) flats on the 4th floor, front side of 2 BHK, e) 1 (one) flat on the Ground Floor, North East Facing (back side) of 2 BHK i.e (2 bed rooms, 2 toilets, 1 kitchen, 1 dinning cum living and 1 verandah) AND f) 50% of the Parking Space on the Ground Floor from North West Side (Front Portion) only of the total constructed area in the multi storied building, lying and situated at **KMC Premises No.177 Benoy Pally**, P.O Bansdrani, P.S Regent Park, Kolkata 700070 mailing address 24C, Sahid Benoy Bose Road, P.O Bansdrani, P.S Regent Park, Kolkata 700070, within the limits of the Kolkata Municipal Corporation, under Ward No.113, under District Sub-Registrar Office at Alipore, in the District of South 24 Parganas, of the newly constructed area available as per sanctioned Building Plan obtained from the office of the Kolkata Municipal Corporation, along with proportionate share of land forming out of the Schedule- 'A' property, excluding the allocation of **Developer's allocation**, together with all right, title, interest and right of easement thereto, together with common amenities and facilities attached thereto, along with proportionate share of land and roof right will be common.

SCHEDULE 'C' ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

ALL THAT piece and parcel of **entire remaining portion** of newly constructed area available as per sanctioned building plan in the multi storied building together with proportionate share with the right to the remaining constructed area of the proposed building Schedule-'A' property excluding the allocation of the Owner's allocation , lying and situated at **KMC Premises No.177 Benoy Pally**, P.O Bansdrani, P.S Regent Park, Kolkata 700070;

mailing address 24C, Sahad Benoy Bose Road, P.O Bansdroni, P.S Regent Park, Kolkata 700070, within the limits of the Kolkata Municipal Corporation, under Ward No.113, under District Sub Registrar Office at Alipore, in the District of South 24 Parganas, of the newly constructed area available as per sanctioned Building Plan obtained from the office of the Kolkata Municipal Corporation, excluding the allocation of **Owner's allocation**, together with all right, title, interest and right of easement thereto, together with common amenities and facilities attached thereto, and roof right will be common.

SCHEDULE 'D' ABOVE REFERRED TO
SPECIFICATION

- 1) **FOUNDATION:** The building is designed of R.C.C. footings and frame. ISI mark good quality Rods to be used.
- 2) **WALLS:** All the external wall shall be 200mm thick brick wall with cement plaster. All internal partition walls shall be 75mm thick brick wall with both side cement plaster. Walls between two flats 125mm thick.
- 3) **DOOR:** All Sal wood frames and all door shutters shall be 32mm thick flash door. Verandah door will be flash door with water proof ply and bathroom door will be of P.V.C. door.
- 4) **WINDOW:** All the windows shall be Aluminum, sliding with smoked glass.
- 5) **FLOORING:** Vitrified floor tiles and skirting in 100mm high kitchen and bath with privy and W.C. flooring complete floor finished by tiles. The toilet shall be tiles finish and have 6'-0" high glazed tiles (white printed or designed or coloured) over skirting on all sides. Kitchen shall have a table marble top with still sink along with glazed tiles upto a height 3'.

6) INTERNAL: all internal walls and ceiling of living rooms and verandah completely finished in POP of standard quality.

7) EXTERNAL: all external walls complete with 2 coats of cement base paints of standard quality.

8) SANITARY & all the internal horizontal soils and waste sewerage plumbing pipe shall be 50mm and 100mm dia P.V.C. pipes joint in cement all the vertical soil, vent and waste pipes shall be 50mm, 100mm dia polythene pipes joint with cement and exposed to wall. All rain water pipes shall be 100mm dia in good quality polythene. All the water supply pipes shall be P.V.C. exposed to walls. All the sanitary and each toilet of 1 no. white commode, main bathroom would be provided common with cistern, 1 no. stop cock no.1, shower no.1 white basin with bib cock with cold and hot water provision without mixture and W.C. would be provided No.1 commode with cistern no.1 stop cock no.1, shower with cold water provision, stop cock, bib cock, pillar cock, will be in C.P. brass. All sanitary fittings to be used of D' Sons or any other Good quality fittings.

9) ELECTRIFICATION: All the internal shall be concealed in polythene conduct, all wires shall be of copper, all switch boards of M.S. flush with walls "Acrylic" cover and all switch of Havels/ Phinolex brand. Each living room shall provide 3 nos. light point + 1 Nos. fan point + 1 no. 5 Amp Plug + 1 no.5 Amp plug point. Each kitchen and toilet will be provided with 1 no. light point and 1 plug point. Exhaust fan point in kitchen bathroom 1 no. light + 1 no. 15 a.p plug. Each drawing and dining space shall be provided with 3 nos. light point + 1 no. fan point + 1 no. 15 Amp Plug + 1 no. 15 Amp Plug 1 no call bell point. Each verandah shall be provided with 1 no. light point.

10) ROOF : Net cement.

11) LIFT: All floors

12) WATER SUPPLY : Each flat will be provided water supply line from over headwater tank. Overhead tank shall be fitted up by water pump from under ground (semi) water reservoir for all the flats K.M.C. water will be provided.

13) GENERAL : All the internal approach road shall be cement concrete (Jhama) and on edge of 125 mm. brickpoint brick boundary wall up to height of 5' with both sides plaster. Building shall be provided with water pump. The Purchaser/owners shall bear proportionate cost for main electric line. Each Flat shall have WBSECDCL. Meter and the cost will borne by the purchaser/Owners. If any extra work, the purchasers shall be bear of the said extra work through the Developer.

SCHEDULE 'E' ABOVE REFERRED TO:

(Proportionate Common Parts/ Portions)

- 1) Common paths, passages and entrances to the premises.
- 2) Common boundary walls and main gate.
- 3) Drainage, sewerage, all pipes, and other installations for the same (except only those as are installed within the exclusive area of any other unit/ flat and/ or exclusively for its use.
- 4) Staircases, staircases landing and / or midland on all floors in the Building (except the room).
- 5) Lobbies on the floors of the Building (except the room).
- 6) Water Pumps, water pump rooms, water reservoir, water tank and all common plumbing installation for carriage of water (save only those as are exclusively within and for use of any Unit) on and/ or to and / or in respect of the building

- 7) *Right to use of the Roof and parapet walls.*
- 8) *Such other common parts, equipments, installations, fittings, fixtures and spaces in or about the land and the building as are necessary for passage to and/ or use of the Units in common along with the other Co-Owners.*
- 9) *Right to use of the lift from ground floor to Roof (Terrace).*

COMMON EXPENSES

- 1) *The Purchaser/ Owner shall bear proportionate cost for main electric line (mother meter). Each flat shall have WBSEDCL individual meter and the cost will be borne by the Purchaser/ Owner.*
- 2) *Expenses for maintaining, repairing, recording the building and / or part thereof.*
- 3) *Expenses for lighting of the common areas and/ or part thereof.*
- 4) *Salaries for durwan, caretaker and/ or other persons whose appointment may be considered necessary for maintenance and protection of the building or part thereof.*
- 5) *The purchaser of the flat and other flat owners in the building will decide mutually as to how the building would be administered and what would be administered and what would be extent of common expenses.*
- 6) *The common expenses amongst other included the following:-*
 - a) *The expenses of maintaining, repairing reconstructing and renewing the main structure and drainage system, rain water discharge arrangement*

for supply of electricity and all common expenses contained in the said premises.

- b) The costs of cleaning and lighting the entrance of the building, the passage and space around the building, lobby, corridors, stair-case.*
- c) All costs of repairing and decorating the exterior of the building.*
- d) All taxes, levies and impositions deposit etc. for the premises as a whole.*
- e) All litigations costs relating to the common parts and common interest in the building.*
- f) All salaries, wages, fees and remuneration of all workers and staffs engaged and hired for the common purposes.*
- g) Cost of maintaining, operating, replacing and installing implements including lift, pump, motor, pipes etc. for common services.*
- h) Premium of insurance for the building, if any.*
- i) Such expenses as would be necessary for or incidental to the said maintenance and up keepment of the premises and of the common areas, facilities and amenities.*
- j) The words 'Cost' described hereinabove means expenses to be proportionately borne by all owners of the building.*
- k) Proportionate the Kolkata Municipal Taxes and other outgoing charges.*
- l) All litigation expenses for protecting the title of the land and building.*

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS I, SRI PARTHA SEN (PAN No. ALJPS7121A) son of Late Deva Prasad Sen, by faith - Hindu, by occupation Business, by nationality - Indian, residing at 177, Benoy Pally, Post Office Bansdrani, Police Station- Regent Park, Kolkata- 700070, hereinafter called and referred to as the PRINCIPALS/EXECUTANTS

SEND GREETINGS

WHEREAS the Principal namely **SRI PARTHA SEN**, is the absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring **8 (eight) Cottahs 2 (two) Chittacks 17 (seventeen) Square feet**, be the same a little more or less, Together with 100 Square feet, more or less, Kacha tile shed structure standing thereon, comprised in Mouza Bansdrani, J.L No. 45, E.P No. 13 to 16, C.S Dag No.322/3774(P), 322(P) & 322/2771(P) lying and situated at **KMC Premises No.177 Benoy Pally**, P.O Bansdrani, P.S Regent Park, Kolkata 700070; mailing address 24C, Sahid Benoy Bose Road, P.O Bansdrani, P.S Regent Park, Kolkata 700070, within the limits of the Kolkata Municipal Corporation, under Ward No. 113, having Assessee No. 311130801771, in the District South 24- Parganas, together with all right, title, interest and right of easement thereto and enjoying the same free from all encumbrances paying taxes regularly which is morefully and particularly described in the Schedule written hereunder and hereinafter called and referred to as the 'said premises';

AND WHEREAS the Principal is absolutely seized and possessed of the Schedule property and by way of aforesaid Development Agreement, and for smooth progress of construction the Principal has already granted exclusive right for Development of said Schedule- 'A' property in favour of **SRI SOMNATH BHATTACHARJEE**, son of Late Chandi Pada Bhattacharjee, by



Registrar of Companies
Tamil Nadu
15/01/2020
Chennai

faith Hindu, by occupation Business, by nationality Indian, residing at 18A, Dinesh Pally, Post Office- Banskroni, Police Station Regent Park, Kolkata 700070, the share of **Owner's allocation** mentioned above and the **Developer's Allocation** mentioned above in the said newly constructed building area available as per Kolkata Municipal Corporation which will be the remaining constructed area, as per the sanction plan on the terms and condition mentioned above;

AND WHEREAS for the purpose of development of the said Schedule property and for the purpose of giving effect to implementation of the said Development Agreement the Principal is desirous of appointing, nominating and constituting the said Attorney **SRI SOMNATH BHATTACHARJEE**, to do the following acts, deeds and things on behalf of the principals;

NOW KNOWN BY THESE PRESENTS I, **SRI PARTHA SEN** (PAN No. ALJPS7121A) son of Late Deva Prasad Sen, by faith Hindu, by occupation Business, by nationality - Indian, residing at 177, Benoy Pally, Post Office Banskroni, Police Station Regent Park, Kolkata 700070, do hereby and hereunder nominate, appoint and constitute Attorney namely **SRI SOMNATH BHATTACHARJEE**, son of Late Chandu Pada Bhattacharjee, by faith Hindu, by occupation Business, by nationality Indian, residing at 18A, Dinesh Pally, Post Office- Banskroni, Police Station Regent Park, Kolkata 700070, to be our true and Lawful ATTORNEY for us, in our names and on our behalf, to do and execute and perform or cause to be done, executed and performed all or any of the following Acts, Deeds and things, that is to say;

1. To supervise, manage, control and conduct all sorts of administration in respect of said premises fully described in the Schedule property hereunder written and to handle all sorts of official matters, letters and correspondences arising in course of or in relation to all matters concerned with my said premises, and for the purpose to sign and execute all papers;

documents and application in my name and on my behalf for the purpose of construction and development on the Schedule mentioned hereunder

- 2. To sign, letters, correspondences and documents and to give and receive all papers, documents for sanction building plan or maps from the Kolkata Municipal Corporation, K.M.D.A., Fire Brigade, B.L. & L.R.O., Land Acquisition department and other authority or authorities of Public and Private Sector and for that purpose to sign and grant effectual receipts and discharges thereof.*
- 3. To sign application or applications and submit the same before the Kolkata Municipal Corporation, Ward No.113, for the purpose of mutation, to receive revenue, clearance certificate, tax clearance from the concern department, to appear before the Hearing Officer for the purpose of hearing, to collect the mutation certificate and all other relevant documents in connection with mutation of the said premises and for that purpose to sign and grant proper effectual receipts and discharges thereof.*
- 4. To prepare plans or maps and to sign my name on the proposed building plans/ maps in respect of the Schedule mentioned property, within the limits of the Kolkata Municipal Corporation, Ward No. 113, District South 24- Parganas and to sign and execute all papers, documents and application in my name and on my behalf.*
- 5. For the aforesaid purpose to sign and to make and execute all application to the appropriate Government Department, Kolkata Municipal Corporation and other authorities competent for granting necessary License, permission for sewerage, drainage, electric connection in the Schedule below property or any part thereof and to apply for and obtain necessary permission, if required in future.*

6. To make affidavits and declaration, Indemnity Bonds and other writings before the Kolkata Municipal Corporation or before any other authority for the purpose of development on the Schedule mentioned property or any other Government department if required.
7. To deposit any fees or any other charges which may have to be paid to the Kolkata Municipal Corporation and to any other authorities before starting and/or while in course of construction of the building mentioned in the Schedule hereunder and/or in any such other period of time.
8. To appoint engineers, architects and their agents and sub-contractors as the said Attorney shall think fit and proper and to make payment of their fees, charges of such Architects, Engineers and their agents and/or sub-contractor.
9. To pay all cost and expenses for the development of the said land and for construction and completion of the flats/units according to the said sanction plan from his fund.
10. To apply for drainage, sewerage, water supply, electric and telephone and any other connection and will sign all papers and/or documents and/or shall present as may be necessary by the said Attorney before the proper authority or authorities.
11. To institute, commence, prosecute, carry on or defend or resist all suits and other actions and proceedings or be added as a party or be non-suited or withdraw the same concerning my said property or any part thereof or concerning anything in which we are the owner before Government offices or in any civil, criminal, revenue, revisional jurisdiction including special

jurisdiction of the High Court, Article 226 of the Constitution of India and to sign and verify all plaints, statements, accounts, notice and other judicial process, to execute any judgment and to appoint and engage any advocate at his cost and to sign and execute any Vakalatnama and to act and plead.

12. *To do all acts, deeds and things concerning the authorities as enumerated hereinabove hereby granted in respect of the said property for the purpose of sanction of the Building Plan which we could have done lawfully under our own hands and seal, if I was personally present.*
13. *To apply, sign, appear, and to do everything for execution and for obtaining Building Sanctioned Plan or other permissions from the Kolkata Municipal Corporation and/or from other Public or Private Authorities for the purpose of development upon the Schedule property on our behalf and also receive the C.C. (Completion Certificate) from the Office of the Kolkata Municipal Corporation on my behalf.*
14. *To erect and construct boundary wall upon the clear land and to construct building or buildings upon the Schedule property as per Sanctioned Building Plan of the Kolkata Municipal Corporation or from other authorities on our behalf.*
15. *To sell, flats, spaces to any intending purchaser or purchasers after/before completion of the building as per Sanctioned Building Plan of the Kolkata Municipal Corporation and to receive sale proceeds from the said purchaser/s at the discretion of my Attorney in respect of Developer's allocation only in the newly constructed building to be constructed on the Schedule property on my behalf and to execute and sign any Agreement*

for Sale and Deed of Conveyance, transfer etc. in favour of the intending Purchaser/ s and to grant money receipts on my behalf.

16. *To sign, execute, appear, present and register, any deed of conveyance, agreement for sale, in favour of the intending purchaser/s, in the registration offices viz. Registrar of Assurance, Kolkata, District Sub-Registrar Alipore or any other Jurisdictionary registration offices and to sign and execute on our behalf in respect of Developer's allocation of the total allocation only in the proposed building and on behalf of the principal.*
17. *To compromise all suits, appeals or any other legal proceedings of whatsoever manner or nature in any Court of Law, Tribunal authority or whatsoever manner and of jurisdiction and to sign and verify all such applications and solemn thereof provided they do not cause any prejudice to the Principal.*
18. *To sign and receive any registered letter and/ or letters, articles and/ or any other documents in respect of the property mentioned in the Schedule- 'A' hereunder written and to grant proper and effectual receipts in respect thereof.*
19. *To sign and execute all agreements and documents by the Attorney on behalf of the Principal as and when required and the same to be presented and registered before the concerned Registered office in respect of Developer's Allocation mentioned above written forming out of the Schedule property and the developer could not execute any document in respect of the owner's Allocation as mentioned above.*

20. To deliver Khas and vacant possession of the Developer's Allocation to his intending purchaser or purchasers after/before handing over the physical possession of the owner's Allocation to the owner/principal.
21. To make payments of the Municipal rates and taxes and other outgoings in respect of the property mentioned in the Schedule- 'A' and/ or any building or buildings to be constructed thereon and in that event the said Attorney shall incur any loss, liability or liabilities shall be recover from the fund/s of the attorney.

AND GENERALLY to do all acts, deeds and things concerning the said premises or in any part thereof and for better exercise of the authorities herein contained which I could have lawfully do under my own hand and seal, if I am personally present.

AND WE HEREBY AGREE AND UNDERTAKE to ratify and confirm all and whatsoever my said Attorney under this **POWER OF ATTORNEY** shall do in that behalf herein before contend shall lawfully do or perform or exercise, authorities and liberties hereby conferred upon, under and by virtue of this presents.

SCHEDULE ABOVE REFERRED TO
ENTIRE PROPERTY

ALL THAT piece and parcel of land measuring **8 (eight) Cottahs 2 (two) Chittacks 17 (seventeen) Square feet**, be the same a little more or less, Together with 100 Square feet, more or less, Kacha tile shed structure standing thereon, comprised in Mouza Bansdrani, J.L No. 45, E.P No. 13 to 16, C.S Dag No.322/3774(P), 322(P) & 322/2771(P) lying and situated at **KMC Premises No.177 Benoy Pally**, P.O Bansdrani, P.S Regent Park, Kolkata

700070; mailing address 24C, Sahid Benoy Bose Road, P.O Bansdroni, P.S Regent Park, Kolkata 700070, within the limits of the Kolkata Municipal Corporation, under Ward No. 113, having Assessee No. 311130801771, in the District South 24- Parganas, under the jurisdiction Sub Registrar office at Alipore, together with all right, title, interest and right of easement thereto, which is butted and bounded in the manner as follows:-

ON THE NORTH : By property of Sri Amitava Sen, KMC Premises No
Part of 62/1 Benoy Pally

ON THE SOUTH : By House of Sri Manindralal Chatterjee,
i.e 25, Benoy Bose Rd, Binoy Pally

ON THE EAST : By House of Sri Ranjit Sengupta,
i.e B21/1, Chirantani Park

ON THE WEST : By 14' feet KMC Road, Binoy Bose Road;



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

SIGNED, SEALED & DELIVERED

By the Parties at Kolkata

In the presence of :

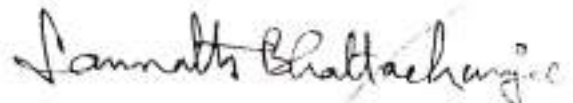
WITNESSES :

1) Asunava Sen.
Flat A/101, Rajpur, Kalichalan
Kob- 700151



Signature of the **LANDOWNER/
PRINCIPAL/ FIRST PARTY**

2) Avinash Kumar Verma
Alipore Judges Court
Kob- 27



Signature of the **DEVELOPER/
ATTORNEY/ SECOND PARTY**

Drafted by me &
prepared in my office :

D. I. D. Karmakar

{ DILIP KARMAKAR }

Advocate

Alipore Judges' Court,
Kolkata- 700027
Enrolment No. WB/ 1988-AA/1995

(37)

MEMO OF RECEIPT MONEY

RECEIVED from the within named DEVELOPER/ SECOND PARTY the within mentioned sum of Rs. - 5,00,000/- (Rupees Five Lakhs) only as Non Refundable Money towards the payment against the Schedule- 'A' property as per MEMO below :-

i) By RTGS UTIBR52020100500354285,
dated 05.10.2020, Axis Bank

Rs. 5,00,000/-


Total = Rs.5,00,000/-

(Rupees Five Lakhs) only

WITNESSES:-

1) Arunava Sen.

2) Avirash K Verma



Signature of the LANDOWNER/
PRINCIPAL / FIRST PARTY

Thumb First Middle Ring Little



Left
Hand

Right
Hand

	Thumb	First	Middle	Ring	Little
Left Hand					
Right Hand					

Signature :

Handwritten signature of Partha Sen in cursive script.

Name: PARTHA SEN



Left
Hand

Right
Hand

Thumb First Middle Ring Little

	Thumb	First	Middle	Ring	Little
Left Hand					
Right Hand					

Signature :

Handwritten signature of Somnath Bhattacharjee in cursive script.

Name: SOMNATH BHATTACHARJEE

Major Information of the Deed

Deed No :	I-1605-02826/2020	Date of Registration	12/10/2020
Deed No / Year	1605-3001292367/2020	Office where deed is registered	1605-3001292367/2020
Deed Date	07/10/2020 2:05:22 PM		
Applicant Name, Address & Other Details	Avinash Kumar Verma Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, India - 700027. Mobile No. : 8981672519, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction Agreement		
Set Forth value	Rs. 2/-		
Stampduty Paid(SD)	Rs. 10,121/- (Article 48(g))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement s d (liber area)		
	Additional Transaction: [4002] Power of Attorney, General Power of Attorney [Rs. 2/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4309] Other than Immovable Property, Receipt [Rs. 5,00,000/-]		
	Market Value Rs. 76,92,062/-		
	Registration Fee Paid Rs. 5,028/- (Article: E, E, E, B)		

Land Details :

District : South 24-Parganas, P. S. : Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road : P. S. Pally Road, Premises No: 177, Ward No: 113 Pin Code: 700070

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS -)		Bastu	8 Katha 2 Chatak 17 Sq Ft	1/-	76,62,062/-	Width of Approach Road : 14 Ft.
Grand Total :				13.4452Dec	1 /-	76,62,062 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete



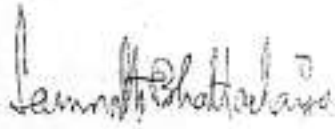
Total :	100 sq ft	1 /-	30,000 /-	
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Lord Details :



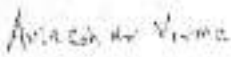
Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Mr Partha Sen Son of Late Deva Prasad Sen Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Office	 12/10/2020	 LTI 12/10/2020	 12/10/2020
177, Benoy Pally, P.O:- Bansdrani, P.S:- Regent Park, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700070 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx1A, Aadhaar No: 50xxxxxxxx9200, Status :Individual, Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature		
1	Name Photo Finger Print Signature		
Mr Somnath Bhattacharjee (Presentant) Son of Late Chandi Pada Bhattacharjee Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Office	 12/10/2020	 LTI 12/10/2020	 12/10/2020
Son of Late Chandi Pada Bhattacharjee Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx0R, Aadhaar No: 48xxxxxxxx7470, Status :Individual, Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Office			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Avinash Kumar Verma Son of Mr A Verma Alipore Judges Court, P.O - Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027	 12/10/2020	 12/10/2020	 12/10/2020

Identifier Of Mr Partha Sen, Mr Somnath Bhattacharjee

Certificate of Registration under section 60 and Rule 69,
Registered in Book - I
Volume number 1605-2020, Page from 102267 to 102316
being No 160502826 for the year 2020.



Digitally signed by SUKANYA
TALUKDAR
Date: 2020.10.12 14:24:39 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2020/10/12 02:24:39 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)