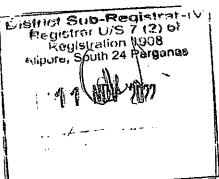


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THIS DEVELOPMENT AGREEMENT ALONGWITH DEVELOPMENT POWER OF ATTORNEY is made this the

day of *November*, Two Thousand and Twenty Two (2022)

BETWEEN

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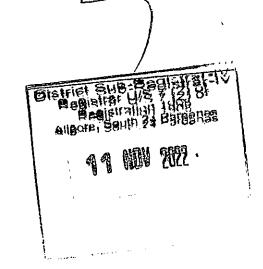
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	Advocate, High Court, Cal,
Name	CALCUTA SUFCOURT, ROL-1
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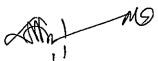
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(1) SRI SANTANU GUHA, (PAN-AMOPG7842A), (Aadhaar No.5560 5623 3565), son of Sri Bejoy Gopal Guha, by Occupation – Service, by faith – Hindu, by Nationality – Indian, residing at 15, K.K. Majumder Road, presently Police Station – Survey Park Kolkata – 700 075 and (2) SRI SUTANU GUHA, (PAN-AOSPG7946R), (Aadhaar No.5269 5303 7032), son of Sri Bejoy Gopal Guha, by Occupation – Business, by faith – Hindu, by Nationality – Indian, residing at 'Gurunath Bhawan' 2, Chit Nayabad(Pirtala), P.O. & P.S. Panchasayar, Kolkata – 700 094, hereinafter called the "OWNERS/FIRST PARTIES" (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heir/heirs, executor /executors, assign/ assigns, administrator/ administrators and representative/ representatives ) of the ONE PART

#### AND

M/S. BARUI CONSTRUCTION (PAN-AALFB9321J), a partnership Firm having its office at 74, Hederhat, within the K.M.C. ward No.109, Kolkata – 700 099, represented by its Partners namely (1) SRI DILIP BARUI, (PAN-ANJPB2503K), son of Late Gopal Barui, by Occupation - Business, (2) SRI NIKHIL BARUI, (PAN-BLUPB6355D), son of Late Gopal Barui, by Occupation - Business, (3) SRI SANJAY BARUI, (PAN-ANJPB2502J), son of Late Gopal Barui, by Occupation - Business, (4) SRI DIPANKAR BARUI, (PAN-AYIPB6885C), son of Late Haran Chandra Barui, by Occupation -Business, and (5) SRI SHIPAK BARUI, (PAN-BLUPB6354C), son of Late Haran Chandra Barui, by Occupation - Business, all (1) to (5) by faith - Hindu, all by Nationality - Indian, all are residing at 18/2, Kalikapur, presently Police Station - Survey Park (formerly Police Station – Purba Jadavpur), Post Office - Kalikapur, Kolkata – 700 099, as per the terms and conditions of the Deed of Partnership only Partner No.1 and any one partner of Partners No. 2 to 5 may represent the Firm herein, i.e. the Partner No.1 and Partner No.3 herein namely SRI DILIP BARUI and SRI SANJAY BARUI are representing the Firm herein, hereinafter called and the "DEVELOPER/SECOND PARTY" (which terms or expressions shall unless excluded by or repugnant to the



subject or context be deemed to mean and include its executor/ executors, administrator/ administrators, assign/ assigns, representative/ representatives, successors-in-office and successors-in-interest) of the OTHER PART

WHEREAS by virtue of a registered Deed of Conveyance dated 28.02.2002, registered in the Office of District Sub-Registrar – III, Alipore and entered into Book No.1, Volume No.12, at Pages 84 to 94, Deed No.5250, for the year 2005, the OWNERS herein jointly purchased one plot of land measuring an area of 6 (Six) Cottahs 10 (Ten) Chittacks togetherwith one tile shed measuring an area of 100 (One hundred) Sq.ft. situated in Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, comprising in R.S. Dag No.198 and 199, under R.S. Khatian No.129, within the jurisdiction of The Kolkata Municipal Corporation, Ward No.109, from the previous Owner/Vendors herein namely Smt. Sikha Karmakar, wife of Sri Mantu Karmakar, residing at 406A, Jodhpur Park, P.S. Lake, Kolkata – 700068 and Sri Nikhil Kumar Deb, son of Sri N.K. Deb, residing at 18, Santoshpur Avenue, Kolkata – 700 075.

AND WHEREAS after purchase the present OWNERS herein jointly mutated their names in the record of the LD. B.L. & L.R.O. Kasba vide Mutation Case Nos.1434 of 2010 and 1435 of 2010, respectively.

AND WHEREAS thereafter the present LAND OWNERS herein muted their names in the record of the B.L. & L.R.O. and their name was recorded and published in the L.R. Record of Right vide L.R. Khatian Nos.2653 and 2464 (for Land Owner No.1) and L.R. Khatian Nos.2465 and 2652 (for Land Owner No.2) of L.R. Dag No.198 and 199, situated at Mouza-Nayabad, J.L. No.25.

AND WHEREAS thereafter the LAND OWNERS herein converted their land "Shali" to "Bastu" vide Conversion Case No.CN/2022/1630/931 (Memo Case Conversion and 11.04.2022) No.17/1105/BL&LRO/KOL dated No.CN/2022/1630/928 (Memo No.17/1104/BL&LRO/KOL dated 11.04.2022) (For Land Owner No.1 herein) AND Conversion Case No.CN/2022/1630/925 (Memo Case and Conversion No.17/1101/BL&LRO/KOL 11.04.2022) dated

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No.CN/2022/1630/927 (Memo No.17/1103/BL&LRO/KOL dated 11.04.2022) (For Land Owner No.2 herein).

AND WHEREAS thereafter the LAND OWNERS herein mutated their names in the record of the KMC known as KMC Premises No.3926, Nayabad, within the KMC Ward No.109, P.S. Panchasayar, Kolkata – 700094.

AND WHEREAS the present OWNERS herein are the absolute joint owners of the entire plot of land measuring an area of 6 (Six) Cottahs 10 (Ten) Chittacks togetherwith one tile shed measuring an area of 100 (One hundred) Sq.ft. situated in Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, comprising in R.S. Dag No.198 and 199, under R.S. Khatian No.129, corresponding to L.R. Dag No.198 and 199, under L.R. Khatian Nos.2653 and 2464 and L.R. Khatian Nos.2465 and 2652, within the jurisdiction of The Kolkata Municipal Corporation, Ward No.109, KMC Premises No.3926, Nayabad, within the KMC Ward No.109, P.S. Panchasayar, Kolkata – 700094 and the OWNERS have no any fund to erect the proposed building and the present OWNERS are still in possession and have been enjoying their absolute ownership and possession of the said land as free from all encumbrances and the present OWNERS are the joint Owners of the land and property as described in the SCHEDULE-'A' below, hereinafter called the said property.

AND WHEREAS by virtue of mutual discussion between the OWNERS and also the DEVELOPER the Developer entered into an unregistered Development Agreement previously.

AND WHEREAS the OWNERS are very much desirous to construct a Ground Plus four Storied residential building with lift facility on their said land and to do and to make construction of the said new building on their said property but due to paucity of fund they cannot do the same. Upon knowledge of such desire the DEVELOPER has approached the OWNERS for development of the said land which the OWNERS have agreed to do so as per the terms and conditions mentioned hereinafter.

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AND WHEREAS the DEVELOPER herein has agreed to make the construction of the proposed new Ground Plus four Storied building (G+IV) with lift facility and the OWNERS shall get 40% (Forty percent) sanction Flat area from the DEVELOPER (excluding common spaces area and also car parking Space area of the Ground Floor of the building) out of which OWNERS shall jointly get entire complete First Floor Flat area of the proposed building and rest 15% (Fifteen percent) Flat area shall also get by the LAND OWNERS from the Third Floor North-West side from the proposed building and OWNERS shall also get Two Shop Rooms situated on the Ground Floor North-East corner of the proposed building measuring more or less area 200 to 250 Sq.ft. and the OWNERS shall also get only 2 (Two) Nos. of Car parking Spaces from the Northern side to Eastern side of the building i.e. beside the eastern side two shops rooms of the building each Car Parking Space measuring an area of 120 (One hundred and twenty) Sq.ft. and entire Owners' Allocation of the ground Floor marked by RED border line. Beside the OWNERS shall also get a refundable amount of Rs.11,00,000/- (Rupees Eleven lac only) from the DEVELOPER and the said amount has already paid by the DEVELOPER to the LAND OWNERS herein as mentioned in the memo below and the said amount shall be refunded by the OWNERS to the DEVELOPER on and within 15 (Fifteen) Months from the date sanction of the building plan and if the OWNERS fails to deliver the said entire refundable amount to the DEVELOPER then the DEVELOPER shall adjust the said entire refundable amount with the Owners' Allocation Third Floor North-West side Flat area @ Rs.2,000/- (Rupees Two Thousand) per Sq.ft.. The Owner shall also get the sum of Rs.10,000/- (Rupees Ten thousand) only as rent per month from the Developer after sanction of the building and till the date of hand over the possession of the Owners' Allocation. IT IS noted that after completion of the entire building if the area of the Flat increase and/or decrease as per their ratio then either Owners and/or Developer shall purchase and/or pay the balance amount as per market price. The OWNERS shall also enjoy undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE 'A' and 'C' below. This is called the OWNERS' ALLOCATION as described in the SCHEDULE B' below.

AND WHEREAS the DEVELOPER herein shall get the rest 60% sanction Flat area of the proposed building (excluding common spaces area and also car parking Space area of the Ground Floor of the building) out of which the DEVELOPER shall get entire Second Floor, entire Fourth Floor (Top Floor) Flat area of the proposed building and rest 10% Flat area out of 60% shall get from the Third Floor of the proposed building (excluding the Owners' Allocation North-West side Third Floor Flat area of the proposed building) and the DEVELOPER shall also get rest Ground Floor sanction area of the proposed building (excluding Owners' Allocation Two Nos. Car Parking Spaces and also shop area measuring more or less 200-250 Sq.ft. as mentioned above and also common space area of the Ground Floor of the proposed building) and the DEVELOPER'S ALLOCATION has been categorically mentioned in the SCHEDULE - 'D' herein. The Party of the SECOND PART i.e. the DEVELOPER shall erect the entire proposed Ground Plus four Storied building with lift alongwith Garage and Shops facility at its cost and its supervision and labour and the entire building shall be erected as per annexed Specification and also as per sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER and to meet up such expenses the DEVELOPER shall collect the entire money from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties/ intending Purchasers from whom the DEVELOPER shall collect the entire cost of construction as well as the cost of land in connection with the said flat etc.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

- 1. **DEFINITION**: Unless there is anything repugnant to the subject or context the term:
- (a) OWNERS: shall mean the parties of the FIRST PART herein namely (1) SRI SANTANU GUHA, son of Sri Bejoy Gopal Guha, residing at 15, K.K. Majumder Road, presently Police Station Survey Park Kolkata 700 075 and (2) SRI SUTANU GUHA, son of Sri Bejoy Gopal Guha, residing at 'Gurunath Bhawan' 2, Chit Nayabad(Pirtala), P.O. & P.S. Panchasayar, Kolkata 700 094, and their legal

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heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.

- (b) DEVELOPER: shall mean M/S. BARUI CONSTRUCTION for the time being and its respective heirs, successors or successors-in-interest, successors-in-office, legal heirs, representatives, administrators and assigns.
- (c) TITLE DEED: shall mean the documents referred to hereinabove in the recital.
- (d) PREMISES: shall mean the Property measuring total land area of 6 (Six) Cottahs 10 (Ten) Chittacks togetherwith one tile shed measuring an area of 100 (One hundred) Sq.ft. situated in Mouza Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, comprising in R.S. Dag No.198 and 199, under R.S. Khatian No.129, corresponding to L.R. Dag No.198 and 199, under L.R. Khatian Nos.2653 and 2464 and L.R. Khatian Nos.2465 and 2652, within the jurisdiction of The Kolkata Municipal Corporation, Ward No.109, KMC Premises No.3926, Nayabad, within the KMC Ward No.109, P.S. Panchasayar, Kolkata 700094 as mentioned and described in the SCHEDULE 'A' hereunder written.
- (e) BUILDING: shall mean the proposed building to be constructed on the said premises as per sanctioned Ground Plus Four Storied building plan with lift facility is to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER.
- (f) COMMON FACILITIES AND AMENITIES: shall include corridors, landings, stair ways, passages ways, driveways, common toilet and care taker's room and toilet on the ground Floor of the proposed building, lift, meter space, water and water lines and all plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the SCHEDULE "C" hereunder written which may be mutually agreed upon BETWEEN the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such

common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.

- (g) OWNERS' ALLOCATION: entire OWNERS' ALLOCATION has been morefully described and mentioned in the SCHEDULE "B" hereunder written. The OWNERS shall also enjoy the proportionate share of land togetherwith the right of enjoyment of all the common amenities/facilities of the building.
- (h) DEVELOPER'S ALLOCATION: entire DEVELOPER'S ALLOCATION has been morefully described and mentioned in the SCHEDULE "D" hereunder written.
- (i) THE ARCHITECT: shall mean such persons who will be appointed by the DEVELOPER for both designing and planning the building on the said premises.
- (j) **BUILDING PLAN**: would mean such plan to be prepared by the Planner/Architect for the construction of the new ground plus four storied building with lift facility is to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**, which will be agreed by both Parties i.e. OWNERS and the DEVELOPER.
- (k) TRANSFER: with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) TRANSFEREE: shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.

- (m) PROJECT ADVOCATE: Mr. Debes Kumar Misra, Advocate, shall act as the legal advisor of this project and shall do all the Agreement for Sale, Sale Deed etc. to be executed and registered in favour of the intending Purchaser(s).
- 2. THIS AGREEMENT: shall take effect from the date of execution of this agreement.
- 3. THE OWNERS JOINTLY DECLARE as follows:

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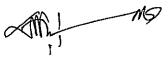
- (a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to the said property known as **KMC Premises No.3926**, **Nayabad**, P.S. Panchasayar, Kolkata 700 094, as described in the **SCHEDULE** 'A' below.
- (b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.
- (c) That the said property known as **KMC Premises No.3926**, **Nayabad**, P.S. Panchasayar, Kolkata 700 094, is free from all encumbrances, charges, liens lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
- 4. THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT as followings:
- (a) That the OWNERS have hereby granted exclusive right to the DEVELOPER to undertake the new construction on the said premises to be constructed by the DEVELOPER in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER. Before entering into this Agreement the DEVELOPER has gone through all the papers and Deeds related to this property and has been satisfied with the title of the property as described in the SCHEDULE-A below.

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- (b)(i) OWNERS' ALLOCATION: The DEVELOPER shall give the entire OWNERS as the OWNERS' ALLOCATION with full habitable condition which has been described in the SCHEDULE 'B' hereunder written.
- (ii) DEVELOPER'S ALLOCATION has been described in the SCHEDULE-D below.
- by the **DEVELOPER** for the purpose of obtaining necessary approval and sanction of the building plan and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities to be prepared signed and submitted by the **DEVELOPER** in the names of the **OWNERS** at the cost of the **DEVELOPER**.
- (d) For that purpose of sanction of the Building plan, all applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOER** shall sign and also appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters related to the building plan as aforesaid and the **OWNERS**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project and the **DEVELOPER** shall bear the cost of the same.
- (e) That the DEVELOPER company shall erect the building in the said premises as per the said sanction building plan to be sanctioned and for the same the OWNERS shall put their signature as and when necessary and during construction or after construction the DEVELOPER shall sell only the Developer's Allocation together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of the DEVELOPER'S ALLOCATION to be erected at the cost of the DEVELOPER. During

construction the **OWNERS** shall have full right to sell their allocation to the intending Purchasers.

- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a **Ground plus Four storied building with lift** facility thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.
- the acts through contractors and sub-contractors in such manner as may be deem fit and proper by the DEVELOPER company for such construction of the said proposed building by first class building materials according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities alongwith installation of quality lift required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement. The DEVELOPER shall erect the building by first class building materials and make and complete the entire building with a full habitable condition strictly within the stipulated period.
- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of the **DEVELOPER'S ALLOCATION** (excluding the Owners' Allocation) with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the names of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it on



the contrary the **OWNERS** shall give full co-operations to the **DEVELOPER** for doing the proposed project.

- (j) That the DEVELOPER shall at its own risk and costs construct and complete the proposed building at the said premises in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Office as well as the specifications as annexed herewith and the DEVELOPER shall take all the responsibility and risk regarding the construction of the proposed building. The DEVELOPER shall complete the project and hand over the possession of the OWNERS' ALLOCATION on and within 36 (Thirty six) months from the date of sanctioned building plan and it is also noted that the OWNERS herein have handed over the vacant possession of the property to the DEVELOPER herein at the time of execution of this Development Agreement.
- (k) That the **DEVELOPER** shall install in the said building at its own risk and costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir by installing the suitable pump and motor, electric wiring and installations of quality lift and other electrical things and also other facilities as required to be provided in the new building to be constructed on Ownership basis and as mutually agreed upon.
- 5. THE OWNERS HEREBY AGREE AND CONVENANT WITH THE DEVELOPER as follows:-
- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the **DEVELOER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.

- described in the SCHEDULE 'D' hereunder written Together With proportionate undivided share of land of the said premises and the common portions, roof of the building proportionately and proportionate services of common places. The DEVELOPER shall receive the advance and advances or part or full i.e. entire consideration money from the intending purchasers of the respective flats of Developer's Allocation and/or all other portions of the Car Parking Space of the new building from the DEVELOPER'S ALLOCATION as per the terms and conditions and the DEVELOPER shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the DEVELOPER'S ALLOCATION.
- in connection with the said property as described in the SCHEDULE-A hereunder written such as to sell or any kind of transfer of the DEVELOPER'S ALLOCATION through registered deeds to the intending purchaser(s) and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well as sewerage plan and drainage plan and to take water or electric connection and also drainage and sewerage connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different types of professional men, to appoint advocate, to receive part or full consideration money on the DEVELOPER'S ALLOCATION, to negotiate any matter for the said property etc. by the Development Agreement alongwith Developer Power of Attorney.
- 6. THE OWNERS HEREIN EXECUTE THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:

The OWNERS Namely, (1) SRI SANTANU GUHA, (PAN-AMOPG7842A), (Aadhaar No.5560 5623 3565), son of Sri Bejoy Gopal Guha, by Occupation -

Service, by faith - Hindu, by Nationality - Indian, residing at 15, K.K. Majumder Road, presently Police Station - Survey Park Kolkata - 700 075 and (2) SRI SUTANU GUHA, (PAN-AOSPG7946R), (Aadhaar No.5269 5303 7032), son of Sri Bejoy Gopal Guha, by Occupation - Business, by faith - Hindu, by Nationality -Indian, residing at 'Gurunath Bhawan' 2, Chit Nayabad(Pirtala), P.O. & P.S. Panchasayar, Kolkata - 700 094, do hereby appoint M/S. BARUI CONSTRUCTION (PAN-AALFB9321J), a partnership Firm having its office at 74, Hederhat, within the K.M.C. ward No.109, Kolkata - 700 099, represented by its Partners namely (1) SRI DILIP BARUI, (PAN-ANJPB2503K), son of Late Gopal Barui, by Occupation - Business, (2) SRI NIKHIL BARUI, (PAN-BLUPB6355D), son of Late Gopal Barui, by Occupation - Business, (3) SRI SANJAY BARUI, (PAN-ANJPB2502J), son of Late Gopal Barui, by Occupation - Business, (4) SRI DIPANKAR BARUI, (PAN-AYIPB6885C), son of Late Haran Chandra Barui, by Occupation - Business, and (5) SRI SHIPAK BARUI, (PAN-BLUPB6354C), son of Late Haran Chandra Barui, by Occupation -Business, all (1) to (5) by faith - Hindu, all by Nationality - Indian, all are residing at 18/2, Kalikapur, presently Police Station - Survey Park (formerly Police Station - Purba Jadavpur), Post Office - Kalikapur, Kolkata - 700 099, as per the terms and conditions of the Deed of Partnership only Partner No.1 and any one partner of Partners No. 2 to 5 may represent the Firm herein, i.e. the Partner No.1 and Partner No.3 herein namely SRI DILIP BARUI and SRI SANJAY BARUI are representing the Firm herein, as their lawful Attorney on their behalf to do the following acts in respect of their property measuring land area of 6 (Six) Cottahs 10 (Ten) Chittacks situated in Mouza - Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, comprising in R.S. Dag No.198 and 199, under R.S. Khatian No.129, corresponding to L.R. Dag No.198 and 199, under L.R. Khatian Nos.2653 and 2464 and L.R. Khatian Nos.2465 and 2652, within the jurisdiction of The Kolkata Municipal Corporation, Ward No.109, KMC Premises No.3926, Nayabad, within the KMC Ward No.109, P.S. Panchasayar, Kolkata - 700094 as mentioned in the SCHEDULE-A below:

- 1. To look after and manage the property on behalf of the OWNERS/PRINCIPALS.
- 2. To look after and to control all the affairs for the development or the said land and construction of a Ground Plus Four storied building with Lift facility thereon on the said Premises as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER and the DEVELOPER shall sign and execute on behalf of the OWNERS all the Declaration Deed or any other Declaration as mentioned in the SCHEDULE below property and register the such document as per requirement for the interest of the proposed project.
- 3. To cause mutation of our said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corp[oration as and when necessary on our behalf.
- 4. To cause mutation and/or conversion of our Property where necessary effected in the revenue and/or in the record of the LD. B.L. & L.R.O. (ATM) and/or under the jurisdiction and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate and/or conversion certificate and other necessary papers thereof and pay necessary taxes to the LD. B.L. & L.R.O. (ATM) as and when necessary on our behalf for B.L. & L.R.O. Mutation and/or Conversion purposes.
- 5. To sign, execute and submit all Development building Plans, revised plan, completion plan, Documents, Statements, Papers, Undertakings, Declarations related thereto, may be required for necessary sanction, modification and/or alteration of sanctioned plan sanctioned by The Kolkata Municipal Corporation

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and/or any appropriate authority and other appropriate authorities on behalf of the landowners/Principals and the attorney shall sign completion plan all of the building and do all the acts related thereto.

- 6. To appear and represent on behalf of the PRINCIPALS i.e. LAND OWNERS herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal police, necessary Departments of Government of West Bengal, in connection with the modification and/or alteration of sanctioned building Plan for the above mentioned property and also for the interest of the proposed project and execute and sign all the papers related thereto.
- 7. To pay fees for obtaining the modification and such other orders and permissions from the necessary authorities on behalf of land owners as required for modification and/or alteration of the Development Plan and also to submit the same before the authority concerned and take delivery of all type of, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as the said Attorney shall think fit and proper.
- 8. To receive the excess amount of fees, if any, paid for the purpose of modification and/or alteration of the sanctioned plans to any authority or authorities.
- 9. To develop the said property by making construction of such type of building or buildings thereon as per sanctioned building plan as the said Attorney may deem fit and proper and for that purpose to demolish and/or remove any house, building and/or structure of whatsoever nature standing in the said property, as our said Attorney shall think fit and proper.
  - To apply for obtaining electricity-connection from CESC and install the main electric meter and also gas connection and also for installation of lift in the Premises and to do all the acts related thereto. The Attorney shall take telephone

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or other connections in the Premises and also install electric transformer in the said property if required and /or to make alteration therein and to disconnect the same and for that purpose our Attorney shall sign, execute and submit all papers, applications, documents on our behalf and shall do all the acts and deeds on our behalf and our attorney shall execute and sign all the papers related thereto.

- 11. That our Attorney shall sign plans to be submitted before the concerned authority/authorities for the connection of water, drainage and sewerage in the said Premises and execute and sign all papers related thereto for the sanction of such drainage and sewerage connection and also sign internal and external drainage drawing and also the connection of water in the said property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on our behalf.
- 12. To apply for and obtain building materials from the concerned authorities for consumption of the proposed building to be erected on the said property as aforesaid at the cost of the attorney and also to pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.
- 13. To appear and represent us before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things related thereto as the said Attorney may deem fit and proper.
- 14. To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum only on the DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE D of this registered Development Agreement excluding the OWNERS' ALLOCATION as mentioned in the SCHEDULE- B of the said registered Development Agreement. The DEVELOPER shall do all the acts on Developer's Allocation on behalf of the LAND OWNERS/PRINCIPALS.

- 15. To collect advance or part payment or full consideration from the intending purchasers of flats, Car Parking Spaces etc. alongwith proportionate share of land and/or enter into Agreement for Sale and to execute and register Deed of Conveyance, Deed of Rectification, Deed of Declaration and/or collect the I.G.R. and/or Deed from the registering authority on our behalf on the DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE-D of the said registered Development Agreement excluding the OWNERS' ALLOCATION as mentioned in the SCHEDULE- B of the said registered Development Agreement and grant receipt in favour of the interested persons/ persons who are interested to take possession of the flat/flats and Car parking Space etc. in lieu of satisfactory consideration to be fixed by the Developer.
- 16. To advertise in different news papers and display, hording in different places, and also to engage agency or agencies for giving possession of the flats on DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE D of the said registered Development Agreement excluding the LAND OWNERS' ALLOCATION alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the DEVELOPER'S ALLOCATION to any Third Party or parties at any consideration price to be fixed up only by the DEVELOPER.
- 17. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/space including proportionate land share on said DEVELOPER'S ALLOCATION of the said proposed building alongwith the proportionate share of land at our said Premises or any part thereof and for that purpose to sign and execute all deeds, as our said Attorney shall think fit and proper as per the registered Development Agreement.
- 18. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.

- 19. To receive part or full consideration sum against the entire DEVELOPER'S ALLOCATION from the intending purchasers and acknowledge the receipt of the same on our behalf.
- 20. To appear and represent us before any notary, Registrar of Assurances, District Registrar, Additional District Sub-Registrar, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to sign and to execute the documents and present the same for registration and complete for registration and to acknowledge and register or have registered and performed any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Boundary Declaration, and/or any kind of instruments writing executed and signed by the said Attorney in any manner after taking permission from the Authority concerned if it is required concerning the said property as per said registered Development Agreement in connection with the DEVELOPER'S ALLOCATION only.
  - 21. To take necessary steps for registration of building or any part alongwith the proportionate share of land the entire construction represented by our Attorney as per said Development Agreement.
  - 22. To convey prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
  - 23. To file and defend suits, cases, appeals and applications of whatsoever nature for and on behalf of or to be institute preferred by or any person or persons in respect of the said property.
  - 24. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof.
  - 25. To sign declare and/or affirm any plaint, written statements petitions, affidavits, verifications, vokalatnamas, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.

26. To deposit and withdraw fee, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

AND GENERALLY TO act as our Attorney in relation to all matters touching our said property and on our behalf to do all instruments, acts, nature, deeds and things as fully and effectually as We would do if We would personally present.

AND We hereby ratify and confirm and agree or undertake and whatsoever our said Attorney appointed under this Power herein above contained shall lawfully do or cause to be done in the right of or by virtue of these presents including such confirming and other works.

- 7. THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE OWNERS as follows:-
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the DEVELOPER will take all the necessary steps and such sanction of modification or alteration is required shall be done at the DEVELOPER'S cost.
- (ii) It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered, such delays shall not be counted and the **DEVELOPER** shall have liberty to extend the time after mutual discussion of both the parties herein.
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (v) That the DEVELOPER shall have to bear any kind of Govt. expenditure, all types of K.M.C. tax with any arrears during construction of the building, cost of the

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soil test, the cost for the local disputes or political assistance, local club, syndicate dispute, alongwith entire expenditure for construction of the proposed building (including Flat and Car parking to be completed in all respects) including each and every expenditures and expenses shall be borne by the Developer only and the OWNERS herein shall not be liable for the same and even the OWNERS shall not face or pay any cost for the labour problem, any kind of accident during construction or any types of natural calamity etc..

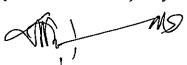
- (vi) That after handing over the entire Owners' Allocation by the DEVELOPER herein the OWNERS herein shall have to pay their proportionate taxes for their allocation to the concerned authority.
- (vii) The annexed-specification of the building shall be part of the agreement.

#### 8. <u>MUTUAL COVENANT AND INDEMNITIES</u>:-

- the **DEVELOPER** within these presents to complete the project and the **DEVELOPER** shall have right to execute and register the Deed of Conveyance in favour of the intending Purchasers only on the **DEVELOPER'S ALLOCATION**. Besides the **DEVELOPER** shall be empowered by the Owners to take sanction of the building Plan or any other revised or completion Plan from K.M.C. after prior approval of the **OWNERS** and to take drainage sewerage connection in the Premises and also sell the **Developer's Allocation** to the Third Party. That the **DEVELOPER** shall complete the entire building as per specification marked as Annexure-X.
- (iii) The OWNERS shall handover the original Title Deed, link deed, B.L. & L.R.O. Mutation Certificate, K.M.C. Mutation Certificate, paid up K.M.C. Tax bills and other original papers in respect of the property to the DEVELOPER at the time of execution and register the Development Agreement and the DEVELOPER shall grant receipt for the same in favour of the OWNERS and after completion of the entire building as well as after sale of the entire Developer's Allocation the DEVELOPER herein shall hand over the all the aforesaid Deeds, mutation

certificates etc. of the property to the OWNERS herein. That after completion of the entire building the DEVELOPER herein shall apply the completion certificate from the KMC and collect the same and deliver the same to the OWNERS herein.

- (iv) The **DEVELOPER** shall have to face all the financial liabilities and project liabilities during construction of the building on the land of the **OWNERS** and even any accident occurs during the construction, the **DEVELOPER** shall bear all the costs and take all the financial liabilities thereof.
- (v) The OWNERS herein shall have right to inspect/check regarding the quality of the building materials during construction of the building.
- (vi) That during pendency of this Agreement if the OWNERS leaves this material world, their legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the DEVELOPER. The OWNERS' ALLOCATION shall then remain unchanged as per its Development Agreement. Simultaneously if the present signatory authority of the developer Company leaves the material world, the company shall then take all the liabilities of this project and shall also abide by all the terms and conditions of this agreement hand over the OWNERS' ALLOCATION within the stipulated period.
- (vii) The DEVELOPER shall be liable to complete the building as per sanction building plan without any deviation, if it is done so the DEVELOPER shall have to regularize the same and take necessary completion certificate as regards the proposed building.
- (vii) That it is mutually settled by and between the parties herein that, if, any reason whatsoever, the **DEVELOPER** cannot complete the project on and within above mentioned specific time (Page No.12 Clause No.J), the **DEVELOPER** shall be liable to pay the sum of Rs.10,000/- (Rupees Ten Thousand) only per month for such delay till the date of completion of the Owners' Allocation and the said amount of Rs.10,000/- (Rupees Ten Thousand) only to be paid to the joint



Owners per month for the aforesaid period of delay till the delivery of possession of the Owners' Allocation, else after extra 24 months Developer will handover the project to market risks and cost analysis within agreement.

(viii) The OWNERS and the DEVELOPER shall jointly decide the name of the proposed building to be completed by the DEVELOPER.

#### 8. JURISDICTION OF THE COURT:

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta shall be utilized for adjudication of any dispute.

#### SCHEDULE OF THE ABOVE REFERRED TO (DESCRIPTION OF THE ENTIRE PROPERTY) SCHEDULE – 'A'

ALL THAT piece and parcel of the total 'Bastu' land measuring an area of 6 (Six) Cottahs 10 (Ten) Chittacks togetherwith one tile shed measuring an area of 100 (One hundred) Sq.ft. situated in Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, comprising in R.S. Dag No.198 and 199, under R.S. Khatian No.129, corresponding to L.R. Dag No.198 and 199, under L.R. Khatian Nos.2653 and 2464 and L.R. Khatian Nos.2465 and 2652, within the jurisdiction of The Kolkata Municipal Corporation, Ward No.109, "KMC Premises No.3926, Nayabad, within the KMC Ward No.109, P.S. Panchasayar, Kolkata – 700094 and the entire property is butted and bounded by:

ON THE NORTH : 20'-0" wide Road.

ON THE SOUTH : Land of others;

ON THE EAST : 40'-0" wide Road;

ON THE <u>WEST</u> : Property of others.

# SCHEDULE - 'B' ABOVE REFERRED TO (OWNERS' ALLOCATION) TO BE OBTAINED FROM THE DEVELOPER

The **OWNERS** shall get 40% (Forty percent) sanction Flat area from the **DEVELOPER** (excluding common spaces area and also car parking Space area of the Ground Floor of the building) out of which OWNERS shall jointly get entire complete First

Floor Flat area of the proposed building and rest 15% (Fifteen percent) Flat area shall also get by the LAND OWNERS from the Third Floor North-West side from the proposed building and OWNERS shall also get Two Shop Rooms situated on the Ground Floor North-East corner of the proposed building measuring more or less area 200 to 250 Sq.ft. and the OWNERS shall also get only 2 (Two) Nos. of Car parking Spaces from the Northern side to Eastern side of the building i.e. beside the eastern side two shops rooms of the building each Car Parking Space measuring an area of 120 (One hundred and twenty) Sq.ft. and entire Owners' Allocation of the ground Floor marked by RED border line. Beside the OWNERS shall also get a refundable amount of Rs.11,00,000/- (Rupees Eleven lac only) from the DEVELOPER and the said amount has already paid by the DEVELOPER to the LAND OWNERS herein as mentioned in the memo below and the said amount shall be refunded by the OWNERS to the DEVELOPER on and within 15 (Fifteen) Months from the date sanction of the building plan and if the OWNERS fails to deliver the said entire refundable amount to the DEVELOPER then the DEVELOPER shall adjust the said entire refundable amount with the Owners' Allocation Third Floor North-West side Flat area @ Rs.2,000/-(Rupees Two Thousand) per Sq.ft.. The Owner shall also get the sum of Rs.10,000/- (Rupees Ten thousand) only as rent per month from the Developer after sanction of the building and till the date of hand over the possession of the Owners' Allocation. IT IS noted that after completion of the entire building if the area of the Flat increase and/or decrease as per their ratio then either Owners and/or Developer shall purchase and/or pay the balance amount as per market price. The OWNERS shall also enjoy undivided proportionate share of land as mentioned in the SCHEDULE -A above and the LAND OWNERS herein shall use the all common rights and facilities of the building as mentioned in the SCHEDULE 'C' below.

## SCHEDULE - 'C' ABOVE REFERRED TO (COMMON RIGHTS AND FACILITIES)

Stair-case & landings common passage, water lines and water and its connection electricity main meter and line and its wiring and connection from C.E.S.C. land and boundary wall, fixtures and fittings vacant spaces, roof, and mumpty roof, lift, lift lobby,



lift well and lift room, main gate and entrance, Caretaker's Room toilet on ground floor and proportionate land, pump and motor, septic tank, water reservoir on ground floor and over head water tank and all plumbing lines of the building.

## SCHEDULE - 'D' ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

ALL THAT the DEVELOPER herein shall get the rest 60% sanction Flat area of the proposed building (excluding common spaces area and also car parking Space area of the Ground Floor of the building) out of which the DEVELOPER shall get entire Second Floor, entire Fourth Floor (Top Floor) Flat area of the proposed building and rest 10% Flat area out of 60% shall get from the Third Floor of the proposed building (excluding the Owners' Allocation North-West side Third Floor Flat area of the proposed building) and the DEVELOPER shall also get rest Ground Floor sanction area of the proposed building (excluding Owners' Allocation Two Nos. Car Parking Spaces and also shop area measuring more or less 200-250 Sq.ft. as mentioned above and also common space area of the Ground Floor of the proposed building). The entire building shall be constructed by the DEVELOPER at its cost as per sanctioned building plan to be sanctioned by K.M.C. at its cost and also as per annexed specification. The DEVELOPER shall also enjoy undivided proportionate share of land as mentioned in the SCHEDULE -A above and the DEVELOPER herein shall use the all common rights and facilities of the building as mentioned in the SCHEDULE 'C' above.

ATT NO

IN WITNESS WHEREOF th	ne Parties have put their respective signature
hereto the day, month and year first al	oove written.
WITNESSES:	
1. Abheyile Kuronar Meshe	
1. Abheyile Kuronan mishe 69/1 Baghayatin Place Kolketa- Faro 86	5 a 1. Santaru Suha
Colleta- For088	s.2. Sutanu Guha
2. Lowform Roy.	SIGNATURE OF THE OWNERS
2. CHIT MAYABAD.	BARUI CONSTRUCTION
PREMISES NO-3020.	DI AMIN OF 2
KOL- 700094,	
10.000	Partner
	BARUI CONSTRUCTION
	s Sanjay Baxui
READ OVER, EXPLAINED	Partner —
AND ALSO	SIGNATURE OF THE DEVELOPER

(DEBES KUMAR MISRA)
ADVOCATE [Enrollment No.F/364/329/1989]

HIGH COURT, CALCUTTA

Resi-cum-Chamber: 69/1, Baghajatin Place, Kolkata-86

PREPARED & DRAFTED BY:

PH-9830236148(D.K.M.), Email:debeskumarmisra@gmail.com 9051446430(Somesh),

Email:mishrasomesh08@gmail.com

9836115120(Tapesh),

Email:tapesh.mishra85@gmail.com HIGH COURT, CALCUTTA.

#### SPECIFICATION FOR OWNERS' ALLOCATION

ANNEXTURE - 'X'

# SCHEDULE OF WORK (SPECIFICATION OF THE BUILDING CONSTRUCTION)

#### All Civil Work as per I.S. standard.

- 1. Entire Floor Marble/Floor Tiles in inside of flat.
- 2. Sal wood frame in door.
- 3. Factory made phenol bonded ply flush door shutter in door.
- 4. M.S. Grill (Square Bar) and Aluminium sliding windows.
- 5. Plaster of Paris in wall.
- 6. Weather coat paints in outside wall.
- 7. Synthetic enamel paint in doors & windows grill.
- 8. Colour glazed tiles in W.C. and toilets upto 6 ft. height and 3 ft. height in kitchen.
- 9. Polished Green Marble on kitchen platform.
- 10. Polished Green Marble sink/stainless steel sink in kitchen.
- 11. Concealed electrical (Wire: Finolex/Havells) & water supply line (Supreme/Finolex).
- 12. Verandah railing up to window seal height.
- 13. White vitreous commode, pan, and basin of Hindware/Parryware.
- 14. Main door one side Teak/door screen finishes with necessary fittings.
- 15. Roof treatment shall be done by painting of sika latex or equivalent compound and thereafter roof tiles shall be fixed up.
- 16. Plumbing fittings of Essco make.
- 17. Lift shall be installed in the Building (GEE ELEVATOR OR EQUIVALENT).
- 18. Boundary walls shall be 5'-0" high from Ground level with 2 Nos. Decorative Sheet Gate for easy access.

### ELECTRICAL SPECIFICATION AS PER I.E. RULES OF FLAT

Bed Room

- 2 Light points, 1 Fan point, 1 Plug point.

2. Drawing/Dining

- 2 Light points, 1/2 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point.
- 3. Kitchen
- 1 Light point, 2 Plug point (15 amp.), 1 Exhaust Fan point.
- 4. Toilet
- 1 Light point, 1 Greaser point, 1 Exhaust Fan point.

5. W.C.

- 1 Light point, 1 Exhaust Fan point.
- 6. Verandah
- 1 Light Point.
- 7. Flat wise separate Main Switch, M.C.B and one A.C. Point in all bedrooms.

It is noted that if any extra work is done out of the said specification by the OWNERS, for such extra work, the OWNERS shall pay the necessary cost to the DEVELOPER.

#### **MEMO**

RECEIVED the sum of Rs.11,00,000/- (Rupees Eleven Lac) only from the DEVELOPER herein as part refundable advance sum from the DEVELOPER as mentioned in this Agreement in the manner followings:-

SI. No.	Date	Cheque No.	Name of the Bank and Branch	Amount Rs.
1.	26.02.2018	027141	State Bank of India, Kalikapur Branch	Rs. 2,50,000.00
2.	26.02.2018	027142	-Do-	Rs. 2,50,000.00
3.	26.02.2018	773838	-Do-	Rs. 3,00,000.00
4.	26.02.2018	773839	-Do-	Rs. 3,00,000.00
Rune	es Eleven lac o	nltr)	TOTAL	RS.11,00,000.00

(Rupees Eleven lac only)

#### <u>WITNESS</u>:

Abheyil Kreman mishne : Sanlamu Guha 69/1, Baghejaten Place Kolketa. Foro 86

2 Fortern Roy. 2. CHM MAYABAD. PREMISES NU- 3020 KOL - 700094.

SIGNATURE OF THE OWNERS

Allin Adrocare



_	Thumb	1st finger	Middle finger	Ring finger	Small finger
left hand	The street				
right hand					

Name SANTANU GUHA Signature . Samlamu Gula

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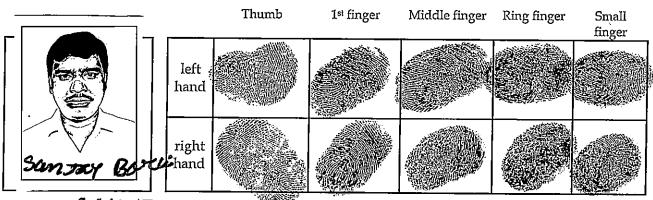
		Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
4	left hand					
	right hand					
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Name SUTANU GUHA Signature Sutanu Bind



	Thumb	1 <sup>st</sup> finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

DILIP BARUI Name .. Signature



Name SANJAY BARU

Signature EanTa) Bacui



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





GRN Details			
GRN:	192022230168766478	Payment Mode:	SBI Epay
GRN Date:	10/11/2022 22:50:06	Bank/Gateway:	SBIePay Payment Gateway
BRN:	7770952111027	BRN Date:	10/11/2022 22:50:22
Gateway Ref ID:	223140093708	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	101120222016876646	Payment Init. Date:	10/11/2022 22:50:06
Payment Status:	Successful	Payment Ref. No:	2003154950/2/2022
			[Query No/*/Query Year]

#### Depositor Details

Depositor's Name:

Mr SOMESH

Address:

HIGH COURT CALCUTTA

Mobile:

9051446430

Period From (dd/mm/yyyy): 10/11/2022 Period To (dd/mm/yyyy):

10/11/2022

Payment Ref ID:

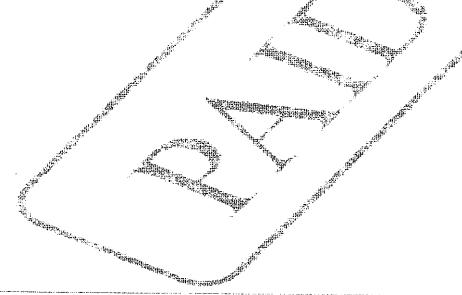
2003154950/2/2022

Dept Ref ID/DRN:

2003154950/2/2022

Payme	nt Details			
SI No	Payment Ref No	HeadlonA/G	eread-of Ave	Amount (2)
1	2003154950/2/2022	ESCULPTION TO THE PROPERTY OF		19971
2	2003154950/2/2022	Property Registration- Stamp duty Property Registration- Registration Fees.	0030-03-104-001-16	11028
			Total	30999

THIRTY THOUSAND NINE HUNDRED NINETY NINE ONLY. IN WORDS:





# Government of West Bengal Directorate of Registration & Stamp Revenue e-Assessment Slip

Query No / Year	2003154950/2022	Office where deed will be registered			
Query Date	06/11/2022 6:17:47 PM	Deed can be registered in any of the offices mentioned on Note: 11			
Applicant Name, Address & Other Details High Court, Calcutta,Thana: Hare Street, District: Kolkata, WEST BENGAL, PIN - 70000 Mobile No.: 8017593682, Status: Advocate					
Transaction		Additional Transaction			
[0110] Sale, Development A agreement	Agreement or Construction	[4002] General Power of Attorney [Rs: 100/-], [4305] Declaration [No of Declaration: 2], [4311] Receipt [Rs: 11,00,000/-]			
Set Forth value		Market Value			
Rs. 2/-		Rs. 1,24,33,528/-			
Total Stamp Duty Payable(S	SD) - LEADING FILE TO THE	Total Registration Fee Payable			
Rs. 20,071/- (Article:48(g))		Rs. 11,028/- (Article:E, E, E, B)			
Mutation Fee!Payable	Expected date of Rresentation of Deed	Amount of Stamp Duty to be Paid by Non-Judicial Stamp			
		Rs. 100/-			
Remarks					

#### Land Details:

District: South 24-Parganas, Thana: Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3926, , Ward No: 109, Pin Code : 700094

Scl	Sch Plot Khatian Land UseR©R Area of Land Details Market Other Details No Number Number Proposed Value (In Rs.)							
	(RS:-)	Number	Rroposed Bastu		6 Katha 10	#value≋(In⊪Ks:)# 1/-		Width of Approach
- '	(13)		Dasiu		Chatak	.,-		Road: 40 Ft.,
	Grand	Total:			10.9313Dec	1 /-	124,06,528 /-	

#### 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/-	27,000/-	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 /-	27,000 <i>i</i> -				



### ្រាd Lord Details :

₹ <u>∦</u>	Name & address	Status.	Execution Admission Details:
/1	Mr Santanu Guha Son of Mr Bijoy Gopal Guha,15, K.k. MAJUMDER ROAD, City:-, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AMxxxxxx2A, Aadhaar No.: 55xxxxxxxx3565,Status:Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
2	Mr Sutanu Guha Son of Mr Bejoy Gopal Guha, Gurunath Bhawan, 2, Chit Nayabad (Pirtala), City:-, P.O:- Panchasayar, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700094 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AOxxxxxx6R, Aadhaar No.: 52xxxxxxxx7032, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

#### Developer Details:

SI Name & address Name & address No		Execution Admission Details:
1 Barui Construction ( Partnership Firm ) ,74, HEDERHAT, City:-, P.O:- Kalikapur, P.S:-Purba District:-South 24-Parganas, West Bengal, India, PIN PAN No. AAxxxxxx1J, ,Aadhaar No Not Provided by :Organization, Executed by: Representative	- 700099	Executed by: Representative

#### Representative Details:

SI No	Name & Address	
1	Mr Dilip Barui Son of Late Gopal Barui18/2, Kalikapur, City:-, P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ANxxxxxx3K, Aadhaar No.: 61xxxxxxxxx9978	Barui Construction (as )
	Mr Sanjay Barui Son of Late Gopal Barui18/2,kALIKAPUR, City:-, P.O:- KALIKAPUR, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ANxxxxxx2J, Aadhaar No.: 49xxxxxxxxx9067	Barui Construction (as )

#### Identifier Details:

Monthle Betails,	
Name & address	
Mr Abhijit Kumar Mishra	
Son of Late Niranjan Mishra	
69/1, Baghajatin Place, City:-, P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN	
700001, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr Santanu Guha, Mr	-
Sutanu Guha, Mr Dilip Barui, Mr Sanjay Barui	



'ns	fer of property for L1	
No	From	To. with area (Name-Area)
. ,	Mr Santanu Guha	Barui Construction-5.46562 Dec
2	Mr Sutanu Guha	Barui Construction-5.46562 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Mr Santanu Guha	Barui Construction-50 Sq Ft
2	Mr Sutanu Guha	Barui Construction-50 Sq Ft

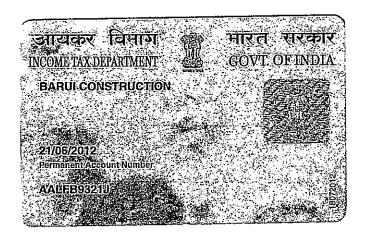
Owner and Land or Building Details as received from KMC				
Sc. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No. : 311090834890 Premises No. : 3926 Ward No. : 109 Street Name : NAYABAD	Date of Registration. : Office Where Registered :	SANTANU GUHA & SRI	Character of Premises: Total Area of Land: 06 Cottah, 10 Chatak,

#### Note:

- 1. If the given information are found incorrect, then the assessment made stands invalid.
- 2. Query is valid for 30 days (i.e. upto 06-12-2022) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 06-12-2022)
- 3. Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
- 4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
- **6.** Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
- 8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- 9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
- This eAssessment Slip can be used for registration of respective deed in any of the following offices:

  D.S.R. I SOUTH 24-PARGANAS, D.S.R. II SOUTH 24-PARGANAS, D.S.R. III SOUTH 24PARGANAS, D.S.R. IV SOUTH 24-PARGANAS, A.D.S.R. SEALDAH, D.S.R. V SOUTH 24PARGANAS, A.R.A. I KOLKATA, A.R.A. II KOLKATA, A.R.A. III KOLKATA, A.R.A. IV KOLKATA





BARUI CONSTRUCTION

GM NOOZ

Partner

BARUI CONSTRUCTION

Santay Bartine

Partner

		November 2
SERVICE VICES	VIEW PROPERTY.	रत राष्ट्रकारक
FINCOMETAX DEPARTM	nis edesilu	VT. OF INDIA
DILIP BARUITA		
GOPAL BARUL		15-Mai 178 (178 (178) 15-15
SOFAL DAROUS		
12 01/02/1969		
Permunant Account Numb		
T ANUPB2503K		
E a granda de la como		
P.Signature Co.		

14 M 2010 2



मारत-सरकार GOVERNMENT OF INDIA



দিলীপ বারুই Dilip Barui পিতা : গোপাল বারুই Father : GOPAL BARUI জন্ম সাল / Year of Birth : 1969 পুরুষ / Male



6125 4738 9978

আধার – সাধারণ মানুষের অধিকার



### ভোরতীয় বিশিষ্ট পরিচয়-প্রাধিকরণ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা: ১৮/২, কানিকাগুর রোড, মুকুলগুর, মুকুলগুর, দ: ২৪ পরগলা, পশ্চিমবল, 700099 Address: 18/2, KALIKAPUR ROAD, Mukundapur, Mukundapur, South Twenty Four Parganas, West Bengal, 700099



1947 1800 180 1947 cip@uldni.gov.in

www. www.pidal.gov.in

P.O. Box No.1947, Bengaluru 580 001

am sour





# ATTER STREAM. GOVERNMENT OF INCIDENCE.

#### सारतीय विशिष्ट पहिनान प्राधिकरण ४ Unique Centification Authority of India:

Enrollment No.:

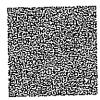
0656/03012/35804

To Sanjay Barui

18/2, KALIKAPUR ROAD, VTC: Mukundapur, PO: Mukundapur, District: South Twenty Four Parganas, State: West Bengal, PIN Code: 700099, Mobile: 8240612530

9979334





आपका आधार क्रमांक / Your Aadhaar No. :

# 4926 0337 9067

मेरा आधार, मेरी पहचान



Sixon Hyant C.Governmentor India





Sanjay Barui DOB: 01/01/1977 Male

4926 0337 9067

मेरा आधार, मेरी पहचान

Santay Baren



Santar Barci





# भारतीय विशिष्ट पहनान प्राधिकरण

## भारत सरकार Unique\_Identification\_Authority\_of\_India Government of India

नामांकन क्रम / Enrollment No 1214/89107/05111

To. सांतनु गुहा Santanu Guha S/O: Bijay Gopal Guha 02,no.Chit Nayabad Gram-Pirtala Panchasayar

Panchasayar Circus Avenue Kolkata West Bengal 700094 8420797659

Ref: 17782 / 05Z / 1532380 / 1532386 / P



SE379530898FT



आपका आधार क्रमांक / Your Aadhaar No. :

5560 5623 3565

आधार - आम आदमी का अधिकार



-भारतः सरकार

Government of India



सांतनु गुहा Santanu Guha

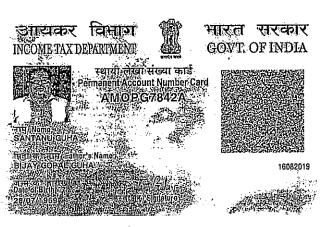
जन्म तिथि / DOB : 28/07/1969

मुरुष / Male



5560 5623 3565

आधार - आम आदमी का अधिकार



Sanlamu Guha





### ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ এ

### ভারত সরকার Unique,Identification,Authority.of-India Government of India

তানিকাভুক্তির আই ডি/Enrollment No.: 1040/19630/03932

oT 19 নি সূতনু গুহ ই Sutanu Guha R 2NO CHIT NAYABAD Panchasayar S.O Pançhaşayar Kolkata West Bengal 700094





আপনার আধার সংখ্যা/ Your Aadhaar No. :

5269 5303 7032

আধার - সাধারণ মানুষের অধিকার



#### न्पारत सरकार **GOVERNMENT OF INDIA**



সুতন্তু গুহ Sutanu Guha পিতা : বিজয় গোদাল গুহ Father : BIJOY GOPAL GUHA জন্ম সাল / Year of Birth : 1975

পুরুষ / Male



5269 5303 7032

আধার - সাধারণ মানুষের অধিকার Gulann

आयंकर विभाग INCOME TAX DEPARTMENT



सारत सरकार GOVT. OF INDIA



ह्याची लेखा संख्या कार्ड Permanent Account Number Card AOSPG7946R



Sutann Guha

### Major Information of the Deed

Deed No.	I-1604-13065/2022	Date of Registration 11/11/2022
Query No / Year	1604-2003154950/2022	Office where deed is registered
	06/11/2022 6:17:47 PM	D.S.R IV SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	/ VUUU 1, WODIIE NO. : 801/593682. St	eet, District : Kolkata, WEST BENGAL, PIN - atus :Advocate
Transaction		Additional Transaction
[0110] Sale, Development Agagreement	greement or Construction	[4002] Power of Attorney, General Power of Attorney [Rs: 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration: 2], [4311] Other than Immovable Property, Receipt [Rs: 11,00,000/-]
Set Forthivalue		Market Value
Rs. 2/-		Rs. 1,24,33,528/-
		Registration Fee Paid
Rs. 20,071/- (Article:48(g))		Rs. 11,060/- (Article:E, E, E,)
Remarks	Received Rs. 50/- (FIFTY only ) from area)	the applicant for issuing the assement slip.(Urban

#### Land Details:

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3926, , Ward No: 109 Pin Code: 700094

		Khatian Number	Land Proposed	Use ROR	Area of Land	ι SetForth Välue_(In Rs.)	Market Value (in Rs.)	Other Details
L1	(RS :- )		Bastu		6 Katha 10 Chatak	1/-	1,24,06,528/-	Width of Approach Road: 40 Ft.,
	Grand	Total:			10.9313Dec	1 /-		<del></del>

#### Structure Details:

Structure Details	Area of Structure	Setforth Value (in Rs.)	Market value	Other Details
On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure
		<u> </u>	<u> </u>	Age of Structure: 0Year, Roof Type

### Land Lord Details:

1	Name	Photo	Finger Print	Signature
	Mr Santanu Guha Son of Mr Bijoy Gopal Guha Executed by: Self, Date of Execution: 11/11/2022 , Admitted by: Self, Date of Admission: 11/11/2022 ,Place : Office			anlam onha
	15 1/1 1/2	11/11/2022	LTI 11/11/2022	Purba Jadabpur, District:-South 24-
	Executed by: Self, Date of F	AMxxxxxx2A, Aa	dhaar No: 55x	xxxxxxx3565, Status :Individual
2	, Admitted by: Self, Date of Name Mr Sutanu Guha	Admission: 11/1	.1/2022 ,Place	Office Signature
	The second secon	Admission: 11/1	1/2022 ,Place Finger Print:	Sutanu Gula
	Mr Sutanu Guha Son of Mr Bejoy Gopal Guha Executed by: Self, Date of Execution: 11/11/2022 , Admitted by: Self, Date of Admission: 11/11/2022 ,Place : Office	Admission: 11/1 Photo	1/2022 ,Place Finger Print!	: Office Signature

## Developer Details :

2.95	Wigar or management and the second a	
_   Si⊹	Name Address, Photo Finger print and Signature	
Nia	and Sandy Control of the Control of	_
1,100	Barui Construction	4
1 4	Barui Construction	1
1 1	Tourd Constitution	il.
- 1	74, HEDERHAT, City:-, P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India,	4
ı	DIAL Zapage T, Oity-, P.O Kallkapur, P.SPurba Jadahpur District Court of B	1
1	PIN:- 700099, PAN No.: AAyyyyyy I Aodhaan Mar Suddaphi, District-South 24-Parganas, West Bengal India	1
J	PIN:- 700099, PAN No.:: AAxxxxxxx1J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by:	1
<u> </u>	1. representative	1
		ı
		1

Name, Address Photo Finger p			Signature
Mr Dilip Barui Son of Late Gopal Barui Date of Execution - 11/11/2022, , Admitted by: Self, Date of Admission: 11/11/2022, Place of Admission of Execution: Office			ارخ اله معد والمد سي
	Nov 11 2022 2:16PM	LTI 11/11/2022	11/11/2022
Bengal, India, PIN:- 700099, Se	ex: Male, By Cas	ite: Hindu. Occui	District:-South 24-Parganas, West pation: Business, Citizen of: India, , PAN esentative, Representative of : Barui

Photo Finger Print Signature

Mr Sanjay Barui
(Presentant)
Son of Late Gopal Barui
Date of Execution 11/11/2022, Admitted by:
Self, Date of Admission:
11/11/2022, Place of
Admission of Execution: Office

Nov 11 2022 2:17PM

LTI
11/11/2022

18/2,kALIKAPUR, City:-, P.O:- KALIKAPUR, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANxxxxxx2J, Aadhaar No: 49xxxxxxxx9067 Status: Representative, Representative of: Barui Construction (as)

#### Identifier Details:

Mr Abhijit Kumar Mishra Son of Late Niranjan Mishra 69/1, Baghajatin Place, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24- Parganas, West Bengal, India, PIN:- 700001			Signature  464-je commission
	11/11/2022	11/11/2022	11/11/2022

SLNo	From	To. with area (Name-Area)
ť	Mr Santanu Guha	Barui Construction-5.46562 Dec
2	Mr Sutanu Guha	Barui Construction-5.46562 Dec
Trans	fer of property for S1	
SUKB	From	To. with area (Name-Area)
<u> </u>	Mr Santanu Guha	Barui Construction-50.00000000 Sq Ft
$\mathbb{Z}^{-}$	Ur Sะกั≥กบ Guha	Barui Construction-50.00000000 Sq Ft

### Endorsement For Deed Number : I - 160413065 / 2022 On 11-11-2022 Gertificate 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 Presentation(Under Section 52 & Rule 22A(3) 46(1) W/B: Registration Rules 1962) Presented for registration at 14:10 hrs on 11-11-2022, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr 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 Admission of Execution (¡Under Section 58 W.B. Registration Rules, 1962.) Execution is admitted on 11/11/2022 by 1. Mr Santanu Guha, Son of Mr Bijoy Gopal Guha, 15, K.k. MAJUMDER ROAD, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Service, 2. Mr Sutanu Guha, Son of Mr Bejoy Gopal Guha, Gurunath Bhawan, 2, Chit Nayabad (Pirtala), P.O: Panchasayar, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN -700094, by caste Hindu, by Profession Business Extetified by Mr Abhijit Kumar Mishra, , , Son of Late Niranjan Mishra, 69/1, Baghajatin Place, P.O: Baghajatin, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Law Clerk Admission of Execution (Under Section 58) W.B. Registration Rules, 1962). [Representative] Ex≘cution is admitted on 11-11-2022 by Mr Dilip Barui, , Barui Construction (Partnership Firm), 74, HEDERHAT, City:-. P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 by Mr Abhijit Kumar Mishra, , , Son of Late Niranjan Mishra, 69/1, Baghajatin Place, P.O: Baghajatin, Thana: South 24-Parganas, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Law Clerk es ton is admitted on 11-11-2022 by Mr Sanjay Barui, , Barui Construction (Partnership Firm), 74, HEDERHAT, - O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 בייביב בא Mr Abhijit Kumar Mishra, , , Son of Late Niranjan Mishra, 69/1, Baghajatin Place, P.O: Baghajatin, Thana: South 24-Parganas, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Law Clerk Figure of Fees te required Registration Fees payable for this document is Rs 11,060.00/- (B = Rs 11,000.00/-,E = Rs —- -- = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 11,028/-Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB 2-1/2022 10:50PM with Govt. Ref. No: 192022230168766478 on 10-11-2022, Amount Rs: 11,028/-,

—— IS≘mp Duty The stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs = Rs 19,971/-

وتعوتات

Expessed, Serial no 6027, Amount: Rs.100.00/-, Date of Purchase: 10/11/2022, Vendor name: Smriti

Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB 10:50PM with Govt. Ref. No: 192022230168766478 on 10-11-2022, Amount Rs: 19,971/-, Egy), Ref. No. 7770952111027 on 10-11-2022, Head of Account 0030-02-103-003-02

Anupam Halder DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1604-2022, Page from 390737 to 390774
being No 160413065 for the year 2022.



Digitally signed by ANUPAM HALDER Date: 2022.11.18 16:00:58 +05:30 Reason: Digital Signing of Deed.

(Steent.

(Anupam Halder) 2022/11/18 04:00:58 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)

J.

# DATED THIS 11th DAY OF MEMBERS 2022

### BETWEEN

MR. SANTANU GUHA & ORS.

**OWNERS** 

AND

BARUI CONSTRUCTION

**DEVELOPER** 

DEVELOPMENT AGREEMENT ALONGWITH DEVELOPMENT POWER OF ATTORNEY

MR. DEBES KUMAR MISRA WITH
SOMESH MISHRA & TAPESH MISHRA
ADVOCATES'
HIGH COURT CALCUTTA
69/1, BAGHAJATIN PLACE,
KOLKATA – 700086
PHONE NO. 2425-0490
MOB.9830236148
MOB.9836115120
MOB.9051446430