

7574/21

1-7557/2021



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 300618

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

Adl. District Sub-Registrar
 Behala, South 24 Parganas

13 JUL 2021

54
 7/2/2021
 2001053301

AGREEMENT FOR DEVELOPMENT WITH GENERAL POWER OF ATTORNEY

THIS AGREEMENT FOR DEVELOPMENT WITH GENERAL POWER OF ATTORNEY made this the ...7th... day of July, 2021
 (Two Thousand Twenty One)

BETWEEN

SRI SUBHASISH DUTTA son of Late Sukumar Dutta, by faith Hindu, by occupation Business, by Nationality Indian, resident of

5027


01 APR 2021


No.....Rs. -100/- Date.....
 Name:..... N. S. Talukdar.
 Address:..... Advocate
 Alipur Judge's Court
 Kolkata - 27
 Vendor:.....

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
 Alipur Police Office, Kol-27

Subhasini Das.

5437

Subhasini Das.

5434

Pooja Das

5435

Sanjib Choudhury

5438



Subhankar Talukdar
 Identified by me,
 Niladri Sekhar Talukdar.
 S/O, Late S.K. Talukdar.
 30/2, Motilal Gupta Road,
 Barisha, Kolkata - 700008.
 Advocate

A.D.S.R Bahal
 - 9 JUL 2021
 Dist. - South 24 Pgs.

Major Information of the Deed

Deed No :	I-1607-07557/2021	Date of Registration	13/07/2021
Query No / Year	1607-2001053301/2021	Office where deed is registered	
Query Date	28/06/2021 1:01:46 PM	1607-2001053301/2021	
Applicant Name, Address & Other Details	NILADRE SEKHAR TALUKDAR Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9062098887, Status : Advocate		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs : 2/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 42,30,001/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,070/- (Article:48(g))	Rs. 28/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Brahma Samaj Road, Road Zone : (B.Chatterjee Rd. – Rishi Bankim Road) , , Premises No: 78/1D, , Ward No: 130 JI No: 2, Touzi No: 346 Pin Code : 700034

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	3 Katha 1 Chatak 35 Sq Ft	1/-	42,00,001/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road, Last Reference Deed No : 1607-I -01465-2021
Grand Total :				5.1333Dec	1 /-	42,00,001 /-	

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: Tin Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	30,000 /-	

Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Subhasish Dutta (Presentant) Son of Late Sukumar Dutta 11/2/1B, Becharam Chatterjee Road, City:- , P.O:- Behala, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx4L, Aadhaar No: 93xxxxxxxx3844, Status :Individual, Executed by: Self, Date of Execution: 07/07/2021 , Admitted by: Self, Date of Admission: 07/07/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/07/2021 , Admitted by: Self, Date of Admission: 07/07/2021 ,Place : Pvt. Residence

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	LNB REALTY 77B, Diamond Harbour Road, City:- , P.O:- Sahapur, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 , PAN No.:: AAXxxxxx1J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr PRADIP KUMAR MUSTAFI Son of Late Murari Mohan Mustafi 77B, Diamond Harbour Road, City:- , P.O:- Sahapur, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEXxxxxx0L, Aadhaar No: 43xxxxxxxx7297 Status : Representative, Representative of : LNB REALTY (as Partner)
2	Mr Sanjib Choudhury Son of Late Umakanta Chowdhury Village Amgachia, City:- , P.O:- Amgachia, P.S:-Bishnupur, District:- South 24-Parganas, West Bengal, India, PIN:- 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx9C, Aadhaar No: 88xxxxxxxx7723 Status : Representative, Representative of : LNB REALTY (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Niladre Sekhar Talukdar Son of Late S K Talukdar 10/2, MOTILAL GUPTA ROAD,, City:- , P.O:- Barisha, P.S:-Thakurgukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700008			
Identifier Of Mr Subhasish Dutta, Mr PRADIP KUMAR MUSTAFI, Mr Sanjib Choudhury			

On 05-07-2021

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 42,30,001/-

Sandip Biswas
Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 07-07-2021

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

Presented for registration at 17:00 hrs on 07-07-2021, at the Private residence by Mr Subhasish Dutta ,Executant.

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

Execution is admitted on 07/07/2021 by Mr Subhasish Dutta, Son of Late Sukumar Dutta, 11/2/1B, Road: Becharam Chatterjee Road, , P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Business

Identified by Mr Niladre Sekhar Talukdar, , Son of Late S K Talukdar, 10/2, MOTILAL GUPTA ROAD,, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Advocate

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

Execution is admitted on 07-07-2021 by Mr PRADIP KUMAR MUSTAFI, Partner, LNB REALTY (Partnership Firm), 77B, Diamond Harbour Road, City:- , P.O:- Sahapur, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038

Identified by Mr Niladre Sekhar Talukdar, , Son of Late S K Talukdar, 10/2, MOTILAL GUPTA ROAD,, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Advocate

Execution is admitted on 07-07-2021 by Mr Sanjib Choudhury, Partner, LNB REALTY (Partnership Firm), 77B, Diamond Harbour Road, City:- , P.O:- Sahapur, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038

Identified by Mr Niladre Sekhar Talukdar, , Son of Late S K Talukdar, 10/2, MOTILAL GUPTA ROAD,, P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Advocate

Sandip Biswas
Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 13-07-2021

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 28/- (E = Rs 28/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/07/2021 3:57PM with Govt. Ref. No: 192021220026106861 on 06-07-2021, Amount Rs: 28/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BDYGFQ0 on 06-07-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,070/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,970/-

Description of Stamp

1 Stamp: Type: Impressed, Serial no 5027, Amount: Rs.100/-, Date of Purchase: 01/04/2021, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/07/2021 3:57PM with Govt. Ref. No: 192021220026106861 on 06-07-2021, Amount Rs: 6,970/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BDYGFQ0 on 06-07-2021, Head of Account 0030-02-103-003-02



Sandip Biswas

ADDITIONAL DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal



ate of Registration under section 60 and Rule 69.

stered in Book - I

ume number 1607-2021, Page from 271827 to 271883

ing No 160707557 for the year 2021.



Digitally signed by SANDIP BISWAS
Date: 2021.07.13 15:28:16 +05:30
Reason: Digital Signing of Deed.

(Sandip Biswas) 2021/07/13 03:28:16 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)



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

GRN Details

GRN: 192021220026106861 Payment Mode: Online Payment
GRN Date: 06/07/2021 15:55:13 Bank/Gateway: State Bank of India
BRN : IK0BDYGFQ0 BRN Date: 06/07/2021 15:07:15
Payment Status: Successful Payment Ref. No: 2001053301/6/2021
(Query No*/Query Year)

Depositor Details

Depositor's Name: Niladre Sekhar Talukdar
Address: 10/2, ML GUPTA ROAD, KOL 8.
Mobile: 9804251230
EMail: niladre.t@gmail.com
Contact No: 9804251230
Depositor Status: Advocate
Query No: 2001053301
Applicant's Name: Mr NILADRE SEKHAR TALUKDAR
Address: A.D.S.R. BEHALA
Office Name: A.D.S.R. BEHALA
Identification No: 2001053301/6/2021
Remarks: Sale, Development Power of Attorney Payment No 6

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001053301/6/2021	Property Registration- Stamp duty	0030-02-103-003-02	6970
2	2001053301/6/2021	Property Registration- Registration Fees	0030-03-104-001-16	28
			Total	6998

IN WORDS: SIX THOUSAND NINE HUNDRED NINETY EIGHT ONLY.

PAK CARD
 VEST



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

Query No / Year	2001053301/2021	Office where deed will be registered
Query Date	28/06/2021 1:01:46 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	NILADRE SEKHAR TALUKDAR Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9062098887, Status : Advocate	
Transaction	Additional Transaction	
[0139] Sale, Development Power of Attorney	[4002] General Power of Attorney [Rs : 2/-], [4308] Agreement [No of Agreement : 2]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 42,30,001/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 7,070/- (Article:48(g))	Rs. 28/- (Article:E, E, E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
	02/07/2021	Rs. 100/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Brahma Samaj Road, Road Zone : (B.Chatterjee Rd. -- Rishi Bankim Road) , , Premises No: 78/1D, , Ward No: 130 JI No: 2, Touzi No: 346, Pin Code : 700034

Sch No	Plot Number	Khatian Number	Land Use/ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 1 Chatak 35 Sq Ft	1/-	42,00,001/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road, Last Reference Deed No :1607-I -01465-2021
Grand Total :				5.1333Dec	1/-	42,00,001/-	

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: Tin Shed, Extent of Completion: Complete					
Total :		100 sq ft	1/-	30,000/-	



Query No: 2001053301 of 2021, Printed On : Jun 29 2021 10:02PM, Generated from wregistration.gov.in

Principal Details :

Sl No	Name & address	Status	Execution Admission Details :
1	Mr Subhasish Dutta Son of Late Sukumar Dutta, 11/2/1B, Becheram Chatterjee Road, City:- , P.O - Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADxxxxxx4L, Aadhaar No.: 93xxxxxxxx3844, Status : Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Attorney Details :

Sl No	Name & address	Status	Execution Admission Details :
1	LNB REALTY (Partnership Firm) , 77B, Diamond Harbour Road, City:- , P.O:- Sahapur, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 PAN No. AAxxxxxx1J, Aadhaar No Not Provided by UIDAI Status Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Mr PRADIP KUMAR MUSTAFI Son of Late Murari Mohan Mustafi 77B, Diamond Harbour Road, City:- , P.O:- Sahapur, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AExxxxxx0L, Aadhaar No.: 43xxxxxxxx7297	LNB REALTY (as Partner)
2	Mr Sanjib Choudhury Son of Late Umakanta Chowdhury Village Amgachia, City:- , P.O:- Amgachia, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. APxxxxxx9C, Aadhaar No.: 88xxxxxxxx7723	LNB REALTY (as Partner)

Identifier Details :

Name & address
Mr Niladre Sekhar Talukdar Son of Late S K Talukdar 10/2, MOTILAL GUPTA ROAD, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Mr Subhasish Dutta, Mr PRADIP KUMAR MUSTAFI, Mr Sanjib Choudhury



Query No: 2001053301 of 2021, Printed On: Jun 29 2021 10:02PM, Generated from wbreregistration.gov.in

Land and Land or Building Details as received from KMC :

No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
	Assessment No. : 411300309189 Premises No. : 78/1D Ward No. : 130 Street Name : BRAHMA SAMAJ ROAD	Reference Deed No. : I-1456 Date of Registration : Feb 02, 2021 Office Where Registered : ADSRBEHALA	Owner Name : SRI SUBHASISH DUTTA Owner Address : 11/2/1B, BECHARAM CHATTERJEE ROAD , KOLKATA Pin No. : 700034	Character of Premises: Vacant Land Total Area of Land: 3 Cottah, 1 Chatak, 35 SqFeet,

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 28-07-2021) for e-Payment . Assessed market value & Query is valid for 30 days. (i.e. upto 28-07-2021)
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) 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/-.
5. 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.
7. 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.
11. 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. - I I SOUTH 24-PARGANAS,D.S.R. - III SOUTH 24-PARGANAS,D.S.R. - IV SOUTH 24-PARGANAS,A.D.S.R. BEHALA,D.S.R. - V SOUTH 24-PARGANAS,A.R.A. - I KOLKATA,A.R.A. - II KOLKATA,A.R.A. - III KOLKATA,A.R.A. - IV KOLKATA



Query No: 2001063301 of 2021, Printed On: Jun 29 2021 10:02PM, Generated from wregistration.gov.in

AS- 3 of 3




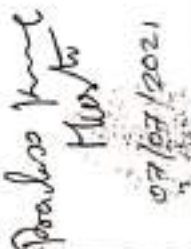



Government of West Bengal




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

OFFICE OF THE A.D.S.R. BEHALA, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16072001053301/2021

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Subhasish Dutta 11/2/1B, Becharam Chatterjee Road, City:-, P.O.- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034	Principal			 Subhasish Dutta 07/07/2021
2	Mr PRADIP KUMAR MUSTAFI 77B, Diamond Harbour Road, City:-, P.O:- Sahapur, P.S:-New Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700038	Represent ative of Attorney [LNB REALTY]			 Pradip Kumar Mustafi 07/07/2021
3	Mr Sanjib Choudhury Village Amgachia, City:-, P.O:- Amgachia, P.S:- Bishnupur, District:- South 24-Parganas, West Bengal, India, PIN:- 700104	Represent ative of Attorney [LNB REALTY]			 Sanjib Choudhury 07/07/2021

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Niladre Sekhar Talukdar Son of Late S K Talukdar 10/2, MOTILAL GUPTA ROAD., City:- , P.O:- Barisha, P S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008	Mr Subhasish Dutta, Mr PRADIP KUMAR MUSTAFI, Mr Sanjib Choudhury			 07/07/2021

(Sandip Biswas)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 BEHALA
 South 24-Parganas, West
 Bengal

11/2/1B, Becharam Chatterjee Road, Post Office Behala, Police Station Behala Now Parnasree, Kolkata - 700 034, District South 24 Parganas (PAN ADVPD 7574 L) hereinafter called and referred to as the "OWNER" (which terms or expressions unless excluded by or repugnant to the context or subject the meaning there of shall be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

AND

(1) SRI PRADIP KUMAR MUSTAFI, son of Late Murari Mohan Mustafi, by faith Hindu, by occupation Business, by Nationality Indian resident of 77B, Diamond Harbour Road, Post Office Sahapur, Police Station New Alipore, Kolkata - 700038, District South 24 Parganas, (PAN AESPM 6210 L) and 2) SRI SANJIB CHOUDHURY, Son of Late Umakanta Chowdhury, by faith Hindu, by occupation Business, by Nationality Indian, residing at Village and Post Office Amgachia, Police Station Bishnupur, Kolkata - 700104, District South 24 Parganas (PAN APUPC 1819 C) the partners of the Construction firm "LNB REALTY" having its office at 77B, Diamond Harbour Road, Post Office Sahapur, Police Station New Alipore, Kolkata - 700038, District South 24 Parganas (PAN AAIFL 2421 J) hereinafter jointly called and referred to as the "DEVELOPER" (which terms or expressions unless excluded by or repugnant to the context or subject the meaning there of shall be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the SECOND PART:

WHEREAS one Jatindra Nath Chatterjee, Surendra Nath Chatterjee and Lalit Mohan Chatterjee and others were the joint Owner of the land measuring about 33 (Thirty-Three) Satak in accordance with the records and as per physical measurement about 19 (Nineteen) Cottahs 15 (Fifteen) Chittacks 18 (Eighteen) Square Feet more or less and accordingly Jatindra Nath Chatterjee had 1/21st share equivalent 15 Chittacks 18 Square Feet, Surendra Nath Chatterjee

had share $33/42^{\text{nd}}$ equivalents to 15 Cottahs 3 Chittaks 40 Square Feet altogether (16 Cottahs 2 Chittacks 22 Square Feet) and Lalit Mohan Chatterjee $1/6^{\text{th}}$ share equivalents to 3 Cottahs 12 Chittacks 41 Square Feet lying and situated at Mouza : Behala, J.L. No., Touzi No.346, Pargana : Balia, under C.S. Khatian Nos.6736, 6737, 6738 & 7366, appertaining to Dag Nos.8359, 8360, 8361, 8362, 8363 & 8364, within the Ward No. 130 of the Kolkata Municipal Corporation, Kolkata : 700034.

AND WHEREAS said Jatindra Nath Chatterjee died intestate leaving behind him surviving his two sons namely, Ambar Nath Chatterjee and Achinta Chatterjee, who jointly inherited the undivided $1/21^{\text{st}}$ share in the property aforementioned left by their father.

AND WHEREAS said Surendra Nath Chatterjee died intestate leaving behind him his three sons namely, Anindya Nath Chatterjee, Apurba Nath Chatterjee and Abani Nath Chatterjee and thus they inherited $33/42^{\text{nd}}$ share in the property aforementioned left by their father as per provision laid down in Hindu Law of Succession.

AND WHEREAS the said Anindya Nath Chatterjee during enjoyment of his undivided share died intestate leaving behind him his two married daughters namely Smt. Anjana Mukherjee, wife of Sri Diptendu Mukherjee and Smt. Alpana Mukherjee, wife of Dr. Siddhartha Mukherjee, as his legal heiresses who jointly inherited the undivided share in the said property left by their father.

AND WHEREAS the said Apurba Nath Chatterjee later died intestate leaving behind him surviving his widow Smt. Belarani Chatterjee and only son Sri Pradip Chatterjee and thus the wife and son of Apurba Nath Chatterjee jointly inherited the undivided share in the said property left by their husband and father respectively.

AND WHEREAS the said Abani Nath Chatterjee during enjoyment of his undivided share died intestate leaving behind him surviving his widow Smt. Manju Chatterjee and three sons Sri Snehasish Chatterjee, Sri Subhasish Chatterjee and Sri Debasish Chatterjee and consequently said widow and three sons inherited the

undivided share in the said property left by their husband and father respectively on the strength of the Hindu Succession Act.

AND WHEREAS by way as aforementioned the heirs, heiresses and successions of Aninda Nath Chatterjee, Apurba Nath Chatterjee and Abani Nath Chatterjee inherited the share of 33/42nd in the said property jointly and or collectively.

AND WHEREAS finding it inconvenient and most difficult to enjoy the said property, jointly and peacefully, the then Vendors i.e. (1) SRI AMBAR NATH CHATTERJEE, (2) SRI ACHINTYA CHATTERJEE both are sons of Late Jatindra Nath Chatterjee, (3) SMT. ANJANA MUKHERJEE, wife of Sri Diptendu Mukherjee, (4) SMT. ALPANA MUKHERJEE, wife of Dr. Siddhartha Mukherjee, Nos.3 & 4 both are married daughters of Late Anindya Nath Chatterjee, (5) SMT. BELA RANI CHATTERJEE, widow of Late Apurba Nath Chatterjee, (6) SRI PRADIP CHATTERJEE, son of Late Apurba Nath Chatterjee, (7) SMT. MANJU CHATTERJEE, widow of Late Abani Nath Chatterjee, (8) SRI SNEHASISH CHATTERJEE, (9) SRI SUBHASISH CHATTERJEE and (10) SRI DEBASISH CHATTERJEE, Nos.8 to 10 all are sons of Late Abani Nath Chatterjee of the property having 1/21st and 33/42nd shares therein decided to and sold out on "As is Where is basis" i.e. 16 (Sixteen) Cottah 2 (Two) Chittaks 22 (Twenty Two) Square Feet along with 200 Square Feet tiles shed structure being 35/42th share of total land measuring about 19 (Nineteen) Cottahs 15 (Fifteen) Chittaks 18 (Eighteen) Square Feet more or less Mouza : Behala, J.L. No.2, Touzi No.346, Pargana : Balia, comprised under old Khatian Nos.6733, 6737, 6738 & 7366, appertaining to old Dag Nos.8339, 8360, 8361, 8362, 8363 & 8364, within the limits of the Kolkata Municipal Corporation (South Suburban Unit), under Ward No. 130, Sub-Registry Office at Behala, District : 24 Parganas (South), transferred their right of ownership in respect of the said property in favour of Smt. Hena Dutta, Sri Subhashis Chatterjee & Smt. Moumita Chatterjee, therein mentioned purchasers, the Donors herein by virtue of Registered Deed of Conveyance dated 27th day of July 2009 and the said Deed of Conveyance was registered at the office of the Additional District Sub-Registrar

Behala, South 24 Parganas recorded in Book No. I, CD Volume No. 25, pages 924 to 949, being No. **08570** for the year 2009.

AND WHEREAS the above named Smt. Hena Dutta, Sri Subhashis Chatterjee & Smt. Moumita Chatterjee also Purchased i.e. 3 (Three) Cottahs 5 (Five) Chittacks 13 (Thirteen) Square Feet be the same a little bit more or less out of their rest of the total property along with a tile shed structure having an area more or less 100 (One Hundred) Square Feet from other co-sharers or other owners i.e. (1) SRI JAGADISH CHATTERJEE, son of Late Jyotsna Nath Chatterjee, (2) SRI NIRMAL CHATTERJEE, son of Late Jyotsna Nath Chatterjee, (3) SMT. IRANI CHATTERJEE, wife of Late Jaladhi Chatterjee, (4) SRI HRIDAY NATH CHATTERJEE, son of Late Jaladhi Chatterjee, (5) SMT. JHARNA CHATTERJEE, wife of Late Probhat Chatterjee, (6) SRI UTPAL CHATTERJEE, son of Late Probhat Chatterjee, (7) SRI DEB KUMAR CHATTERJEE, son of Late Prodyut Chatterjee, (8) SRI SANDIP CHATTERJEE, son of Late Sukumar Chatterjee, (9) SMT. KAMALA MAITRA, wife of Late Biswanath Moitra, (10) SMT. ARCHANA MUKHERJEE, wife of Late Manotosh Mukherjee, (11) SMT. SANDIPTA CHOWDHURY, wife of Sri Manas Chowdhury, (12) SMT. SUPIPTA ROY, wife of Sri Kamal Roy, (13) SRI ARABINDA CHATTERJEE, son of Late Pratul Chatterjee, (14) SMT. ANJALI CHATTERJEE, wife of Late Dilip Kumar Chatterjee, (15) SMT. APARNA MUKHERJEE, wife of Sri Santanu Mukherjee, (16) SRI PRAKASH CHANDRA CHATTERJEE, son of Late Pratul Chatterjee, (17) SRI BHABANANDA CHATTERJEE, son of Late Pratul Chatterjee, (18) SMT. BELA CHATTERJEE, wife of Late Vivekananda Chatterjee, (19) SMT. SUJATA BANERJEE, wife of Sri Swaroop Banerjee, (20) SMT. RUPALI HALDER, wife of Sri Subir Haider and (21) SRI BISWAJIT GHOSAL son of Late Debaprosad Ghosal, by virtue of ratification of an instrument for Sale dated 11/08/2009 and the said Deed of Conveyance was registered at the office of the Additional District Sub-Registrar Behala, South 24 Parganas recorded in Book No. I, CD Volume No. 12, pages 161 to 189, being No. **03233** for the year 2009.

AND WHEREAS the above named Smt. Hena Dutta, Sri Subhashis Chatterjee & Smt. Moumita Chatterjee thus having acquired

exclusive right of ownership over the said total property containing an area of **19** (Nineteen) Cottahs **7** (Seven) Chittaks **35** (Thirty Five) Square feet togetherwith structure standing thereon lying and situated at Mouza : Behala, J.L. No.2, Touzi No.346, Pargana : Balia, comprised under old Khatian Nos. 6733, 6737, 6738 & 7366, new Khatian No. 6737 and 6738 appertaining to old Dag Nos.8339, 8360, 8361, 8362, 8363 & 8364, new Dag No. **8362 & 8363** within the local limits of the then South Suburban Municipality at present within the limits of **Ward No. 130** of the Kolkata Municipal Corporation and they jointly mutated their names in the Assessment registrar of ownership of K.M.C and the same being known, marked and identified with the Premises No. **78/1, Brahma Samaj Road**, Assessee No. 411300308859, Police Station Behala now Parnasree, Kolkata 700034, District South 24 Parganas and began to seize, possess and enjoy the same securing their absolute right of ownership in the said property and pay taxes regularly.

AND WHEREAS the above named owners during possession and enjoyment of the afforested property in joint securing each of their undivided 1/3rd share therein, segregated their said 1/3rd share into several pieces of plots forming passages and opening out drains etc. Indeed the owners jointly have surrendered, relinquished their right, title and interest over the piece of land measuring 13 (Thirteen) Chittaks 5 Sq.ft more or less to form road rather for widening the road adjacent to the said vast land and the rest land measuring 18 (Eighteen) Cottahs 10 (Ten) Chittaks 30 (Thirty) sq. ft. was divided into four tiny plots each measuring 3 (Three) Cottahs 1 (One) Chittaks 35 (Thirty Five) Sq.ft and another plot measuring about 6 (Three) Cottahs 3 (Three) Chittaks 25 (Thirty Five) Sq.ft for use and enjoyment of their own.

AND WHEREAS during enjoyment of the said property, the said Smt. Hena Dutta, Sri Subhashis Chatterjee & Smt. Moumita Chatterjee gifted, transferred and conveyed **ALL THAT** piece and parcel of land measuring about 3 (Three) Cottahs 1 (One) Chittaks 35 (Thirty Five) Sq.ft of land togetherwith 100 Sq.ft kancha

structure out of their total property i.e. 18 (Eighteen) Cottahs 10 (Ten) Chittaks 30 (Thirty) Square feet togetherwith 550 Sq.ft kancha structure standing thereon along with the right to take Electric, Gas, Tap water, Drainage Connection, Telephone etc. connection through the 14' (Fourteen) Feet wide road maintain by K.M.C Road located on **Western** side of the property and runs from **North** side to **South** side and connected with **Brahma Samaj Road** maintained by K.M.C to their near relative Sri Subhasish Dutta, who is husband of Smt. Hena Dutta and near relative of the Sri Subhashis Chatterjee & Smt. Moumita Chatterjee, by a Deed of Gift dated 02/02/2021 and the said Deed of Gift was registered at the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, Volume No. 1607-2021, Pages 67074 to 67108, Being No. 160701465 for the year 2021.

AND WHEREAS by virtue of the said Deed of Gift, the said Sri Subhasish Dutta became the absolute Owner of **ALL THAT** piece and parcel of land measuring about **3 (Three) Cottahs 1 (One) Chittaks 35 (Thirty Five) Sq. ft** of land together with 100 Sq. ft kancha structure lying and situated at Mouza : Behala, J.L. No.2, Touzi No.346, Pargana : Balia, comprised under Khatian No. 6737 and 6738 appertaining to Dag No. 8362 within the local limits of the then South Suburban Municipality at present within the limits of Ward No. 130 of the Kolkata Municipal Corporation being Premises No. **78/1**, Brahma Samaj Road, Police Station Behala now Parnasree, Kolkata 700034, District South 24 Parganas.

AND WHEREAS after getting the said property the above named owner i.e. Sri Subhasish Dutta, the Owner/Vendor herein mutated his name in the Assessment Record of ownership of The Kolkata Municipal Corporation in respect of the said property and the said property is known and renumbered as Premises No. **78/1D**, Brahma Samaj Road, Assessee No. 411300309189 within Ward No. 130 of The Kolkata Municipal Corporation (S. S. Unit), Police Station previously Behala now Parnasree, Kolkata - 700034, in the District of South 24 Parganas.

AND WHEREAS the above named owner afterwards decided to enjoy his said property in better mode and manner by way of erection of a pucca structural building on his said property.

AND WHEREAS the Owner / First Party herein, could not proceed in consonance with his desire rather to implement his willingness on account of his financial crunches and technical knowhow for such erection of a building. The Owner / First Party herein, thus decided to erect building in the said schedule mentioned property with the help of any Financer and / or Developer.

AND WHEREAS the Developer / Second Party herein, having learnt about such intention of the Owner / First Party in respect of construction of building in the said schedule mentioned property, approached with a proposal to allow the developer to make construction of building on joint venture basis in the property of the first party herein, the details of which elaborately elucidated in the schedule written herein under in accordance with the building plan (to be sanctioned by the K.M.C.) expending entire amount form the Developer's fund.

AND WHEREAS the Owner / First Party considering the proposal tendered by the Developer / Second Party regarding construction of building in the schedule mentioned property reasonable and justified agreed with the proposal of the Developer on certain terms and conditions. Thus immediately after acceptance of the proposal of the Developer by the Owner / First Party herein, the Developer started to proceed with the formalities in respect of Development of the said Property of the First Party, categorically mentioned in the SCHEDULE "A" i.e. the property lying and situated at Mouza : Behala, J.L. No.2, Touzi No.346, Pargana : Balia, comprised under Khatian No. 6737 and 6738 appertaining to Dag No. 8362, being Premises No. **78/1D**, Brahma Samaj Road, Assessee No. 411300309189 under the Kolkata Municipal Corporation Ward No. 130, Police Station : previously Behala at present Parnasree, Kolkata - 700034, District South 24 Parganas, being satisfied regarding the free and marketable title of the said property belongs

to the owner herein after inspecting of the Deeds, old Documents etc. relating to the said property.

AND WHEREAS the parties herein i.e. the Owner and Developer jointly and unanimously agreed to enter in to an Agreement for Development of the said Owner's property on joint Venture basis under the terms and condition in corporate herein below.

AND WHEREAS the present Owner has agreed with the said proposal of the Developer on certain terms and conditions for the contemplated joint venture have been settled, between the parties as herein after appearing.

AND WHEREAS the present Owner have declared and represented as under:

- i) That the present Owner is the absolute owner of the property.
- ii) That the said property is absolutely free from all encumbrances, mortgages, attachments, liens, lispendants or rights of others, whatsoever.
- iii) That the present Owner have not entered into any agreement for sale of the said property or neither any part thereof nor they have bound themselves by any such condition as would laid to a proceeding under Specific Relief Act in relation to the said property.
- iv) That the Owner have good right, indefeasible title and absolute power and authority to transfer their said property and every part thereof.

NOW THIS AGREEMENT/WITNESS and it is agreed by and between the parties as follows :-

ARTICLE - I, DEFINITION

- (i) **OWNER** - shall mean the **SRI SUBHASISH DUTTA** son of Late Sukumar Dutta, by faith Hindu, by occupation Business, by Nationality Indian, resident of 11/2/1B, Becharam Chatterjee Road, Post Office Behala, Police Station Behala Now Parnasree, Kolkata - 700 034, District South 24 Parganas and his heirs, executors, administrators, legal representatives and assigns deriving title under its.
- (ii) **DEVELOPER** - shall mean (1) **SRI PRADIP KUMAR MUSTAFI**, son of Late Murari Mohan Mustafi, by faith Hindu, by occupation Business, by Nationality Indian resident of 77B, Diamond Harbour Road, Post Office Sahapur, Police Station New Alipore, Kolkata - 700038, District South 24 Parganas and 2) **SRI SANJIB CHOUDHURY**, Son of Late Umakanta Chowdhury, by faith Hindu, by occupation Business, by Nationality Indian, residing at Village and Post Office Amgachia, Police Station Bishnupur, Kolkata - 700104, District South 24 Parganas the partners of the Construction firm "**LNB REALTY**" having its office at 77B, Diamond Harbour Road, Post Office Sahapur, Police Station New Alipore, Kolkata - 700038, District South 24 Parganas.
- (iii) **THE SAID PROEPRTY** - Shall mean (SCHEDULE "A" property) **ALL THAT** piece or parcel of land measuring more or less 3 (Three) Cottahs 1 (One) Chittaks 35 (Thirty Five) Sq.ft of land togetherwith 100 Sq.ft kancha structure lying and situated at Mouza : Behala, J.L. No.2, Touzi No.346, Pargana : Balia, comprised under Khatian No. 6737 and 6738 appertaining to Dag No. 8362 within the local limits of the then South Suburban Municipality at present within the limits of **Ward No. 130** of the Kolkata Municipal Corporation being known, marked and identified with the Premises No. 78/1D, Brahma Samaj Road, Assessee No. 411300309189, Police Station Behala now Parnasree, Kolkata 700034, District South 24 Parganas more fully described in the SCHEDULE "A" hereunder written on which the new proposed building will be constructed.

- (iv) **"Architect"** Shall mean such architect or firm of architect's whom the developer/ contractor may, from time to time appoint as architect for the new building.
- (v) **"The Building Plan"** shall mean the map or plan prepared by the architect of the Developer and mean-while sanctioned the said building plan in respect of the SCHEDULE "A" property by the Kolkata Municipal Corporation.
- (vi) **"The New Building"** shall mean the multistoried residential building to be constructed in the property by the developer /contractor in pursuance hereof and the land including the building shall be treated as SCHEDULE "A" property as well as joint property of the Owner and the Developer herein.
- (vii) **"The Constructional useable area"** herein shall mean the habitable and /or salable areas of the entirety of the ground to the third floor including the lobbies, staircase, etc. appurtenant thereto including the roof and or any other spaces which may be subsequently available in the ground floor of the SCHEDULE property.
- (viii) **"Owner's allocation"** means the Developer shall provide the following against the development of the said plot of land. The Developer shall provide **50%** of the construction area or built-up area i.e. **entire 1st Floor, 50% of Ground Floor & 3rd floor** of the Building to be constructed on the said property as per Building Plan duly sanctioned by The Kolkata Municipal Corporation and Developer also pay **Rs.8,00,000/- (Rupees Eight Lakh)** as adjustable security deposit amount at the time of start of construction work of SCHEDULE "A" property. The owner return back the said amount at the time of receiving the possession or adjust the same from his allocation and the same are elaborately describe in the SCHEDULE "B" herein below.

The above allocation including undivided proportionate share of right, title and interest of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises more fully and particularly set out in the SCHEDULE "D" hereunder written, along with the Owner absolute right to sell, transfer, lease, let out or self use or in any manner deal with the same as the absolute owner thereof. The Owner's allocation shall be provided with fixture fittings and amenities as set out in the Schedule "E" hereinafter stated.

Except the above, the Owner shall not claim or demand any area in the building to be constructed in the said premises or shall not demand any further amount for the sale of flat/s, and other spaces in the Developer's allocation of the building to be constructed at the said premises.

- (ix) "**Developer's allocation**" means as follows: That the developer herein has been allotted rest of the construction area i.e. **50%** of the construction area or built-up area i.e. entire **2nd Floor**, **50%** of **Ground Floor & 3rd floor** of the building to be erected in the schedule mentioned property towards developers' allocation which is specifically mentioned in the **SCHEDULE "C"** i.e. all the remaining portions except the owner's allocation in respect of the said property.
- (x) "**COMMON EXPENSES**" shall mean and include all expenses to be incurred by the unit owner of the proposed building for the management and maintenance of the building and the property after completion of the building.
- (xi) "**COMMON PORTION, FACILITIES & AMENITIES**" shall mean all the common areas and installations comprised in the proposed building and the property, after its development,

including, staircase, roof, lobbies, passages, pathways, boundary walls, service areas including motor pump room, electric meter space, underground reservoir, overhead tanks, sewerage system etc. and other facilities.

- (xii) "**SALEABLE SPACE**" shall mean the space in the proposed building available for independent use and occupation and proportionate undivided rights of user of the common areas and the space required therefore.
- (xiii) "**PROJECT**" shall mean the work of development undertaken to be done by the developer/contractor in pursuance hereof, till the development of the property to be completed and possession of the completed units is taken over by the unit owner.
- (xiv) "**PROPORTIONATE SHARE**" with all its cognate variations shall mean such ratio which the covered area of any unit shall be in relation to the covered area of all the units in the proposed building.
- (xv) "**UNIT**" shall mean residential flats and other covered spaces in the proposed building, which is capable of being exclusively owned, used and /or enjoyed by all owner and those are not within the common portions of SCHEDULE property.
- (xvi) "**Unit Owner**" shall mean any person who lawfully acquires and /or attains lawful ownership of any unit in the proposed building and shall include the Developer/contractor and /or their nominee or nominees, for the Units held by them from time to time.
- (xvii) "**Period for construction of the building that**" the building shall be completed within **24 (Twenty Four) months** from the date of sanction of the building plan for the SCHEDULE "A" property by KMC.

(xviii) "**Association**" shall mean the association to be formed by the Unit Owner for the purpose of maintenance of the new building and the property and for collecting and defraying the common expenses provided that until such association is formed, the developer/ contractor would be entitled to manage and /or maintain the new building and property to collect the common expenses.

(xix) "**SPECIFICATION**" shall mean the specifications for constructing the new building as stated in the SCHEDULE "F" hereto.

(xx) "**THE TITTLE DEED**" shall mean deed of conveyance and all Deeds and documents in respect of the said property.

(xxi) "**ADVOCATE**" shall mean the Advocate and Legal Practitioner appointed by the Developer/contractor and Niladre Sekhar Talukdar will solely conduct the Act of Advocacy for the Developer/ contractor and he will do all legal works pertaining to this project including Registration of all Deeds and Documents which will be required in this project for Developer's Allocation only.

THE OWNER HAVE REPRESENTED TO THE DEVELOPER / CONTRACTOR AS FOLLOWS :-

- (i) That the owner is absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said property mentioned herein above. That the right title and interest of the owner in the said property mentioned hereinabove are free from all encumbrances and the owner has a marketable title to the same.
- (ii) That the entirety of the said property mentioned hereinabove is in actual and physical possession of the owner.
- (iii) That the owner has not received any notice for acquisition or requisition of the said property mentioned hereinabove or any

part or portion thereof under any of laws for the time being in force.

- (iv) Neither the property nor any part thereof has been attached and /or is liable to be attached under any decree or order of any court of law or due to Income Tax, Revenue or any other Public Demand.
- (v) That the owner has not entered into any Agreement for sale, Lease, Development or otherwise for transfer and /or development of the said property mentioned herein or any part or portion thereof in favour of any other person other than the Developer /contractor herein.
- (vi) That the owner is not aware of any impediment affecting the said property mentioned herein whereby he/they is/are in any way barred from entering into this agreement.
- (vii) That the owner is fully and sufficiently entitled to deal with, develop and /or dispose of proportionate share of the land of the said property mentioned herein and thus have entered into this Agreement.
- (viii) That the owner shall compensate to the developer properly in respect of additional expenses and/or towards extra works if afforded by the developer in the owner's allocation.

In addition to this the owner shall; pay appropriate amount in the form of consideration money for use and enjoyment any portion out of the developer's allocation and/or part there of including the portion of developer's allocation enjoyed by the owner shall be decided by the developer and / or as per prevailing market rate in respect of the developer's allocation in the building to be erected in the schedule mentioned property.

- (ix) That the owner hereby whole heartedly agreed to extend their good hands of co-operation in all respects to facilitate the developer to proceed with the work of construction for erection of building without any interruption.
- (x) That the owner shall compensate the cost of RCC piling to the Developer.

ARTICLE - II
COMMENCEMENT

- 2.1 This agreement shall be in force from the date of execution of this Agreement and subsequently time may be extended if situation demands on account of unavoidable circumstances (force majeure) and or beyond control by the parties herein.
- 2.2 This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer /Contractor's allocated saleable space in the new proposed building by the Developer /contractor in the manner as provided herein as per terms and condition mentioned in this agreement.

ARTICLE -III
OWNER'S RIGHT & REPRESENTATION

- 3.1 The owner seizes and possesses of or otherwise well and sufficiently entitled to the property to utilize the same in accordance with his own volition and to erect building as per above mentioned Developer herein.
- 3.2 The said property is free from all encumbrances and the owner have a marketable title in respect of the property.
- 3.3 There is no bar, legal or otherwise for the owner to obtain the certification of the Income Tax Act 1961 and other consents and permissions if required that may be required in respect of the said property, if required.
- 3.4 That there is no suit or proceedings pending regarding the title in respect of the said property or any part thereof before any Court within the jurisdiction or any court within the territory of India.
- 3.5 The owner shall deliver or hand over all Deeds and all the documents in original relating to the said property which have been lying under the custody, possession and control of the owner, at the time of execution of these presents to the Developer /Contractor and the owner shall produce all documents in original and all other papers regarding the said

property as and when required by the Developer /Contractor and after requirement of the Developer all original paper should be handed over /return to the owner as early as possible.

- 3.6 The Owner will incur entire expenses to clear up all the dues such as Municipal Taxes and BL & LRO Taxes of the said property till the date of handing over the possession and / or to hand over the same to the Developer.

ARTICLE-IV

DEVELOPER'S /CONTRACTOR'S RIGHT & REPRESENTATION

- 4.1 That the Developer has been authorized and empowered to proceed with the work of construction in the SCHEDULE "A" property of the owner as per plan sanction by the K.M.C.
- 4.2 That the Developer /Contractor shall have full right to execute any agreement for sale, transfer and conveyance of the Developer /Contractor's allocation PROVIDED THAT the Developer /Contractor shall prior to deliver possession of any part out of its allocation deliver possession of the owner's allocation and consideration mentioned hereinabove to the owner.
- 4.3 That the Developer / Contractor should hand over all the Originals and up to date K.M.C & BL & LRO tax receipts (till the date of handover) to the Owner after sale of his allocation in the said proposed building.

ARTICLE-V

DEVELOPER'S /CONTRACTOR'S OBLIGATIONS

- 5.1 The Developer / Contractor shall use and /or cause to be used such standard building materials as shall be specified by the licensed building surveyor or registered Architect of the Building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of I.S.I specification.

5.2 The building shall be constructed and completed by the developer/ contractor as per specification provided in SCHEDULE "E" hereunder written all flats/units as well as common areas and facilities shall consists of and be provided with materials, fixtures, fittings, and facilities at the cost and responsibility at the Developer/contractor herein. Under no circumstances irrespective of any ground whatsoever, the developer/contractor shall be entitled to claim or demand any payment of whatsoever nature from the owner in respect of erection, construction and completion of the said building.

5.3 The Developer / Contractor shall construct and complete the building under the direction, supervision and control of the competent authority (Civil Engineer) and expert and skilled workmanship shall be engaged for completion of work efficiently.

5.4 All costs, charges, fees levies, impositions, statutory payment taxes and expenses of whatever name called for erection, Construction and completion of the said building, its materials fittings and fixtures all respect, including connection of water, sewerage, electricity and other amenities for the building shall paid and borne by the developer/ contractor and Owner have no responsibility and or liability towards payments of any dues, liabilities, costs charges, expenses by whatsoever named called relating to any and /or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit arid charges for individual and separate Electricity Meter for the respective unit /flat of the Owner's shall be borne by the developer.

5.5 The Developer / Contractor shall be responsible and liable for payment of and /or meeting all cost, charges, fees, levis and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totally. Under no circumstances the owner shall be responsible or liable for payment of any amount of whatsoever nature or on any part thereof or any other account or for any other acts, deeds

obligations and things by whatsoever name called that may be done executed or performed by the developer/contractor. The Developer / Contractor shall as its own costs and expenses, causes to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the building within the time specified herein. All taxes and Levies on Building materials, fittings, and fixture as per Schedule hereunder written shall be paid and borne by the developer/contractor.

- 5.6 While dealing with and /or entering into any Agreements and /or dealing with commitments relating to the developer /contractor's allocated portion (as defined herein before) or any part thereof, the developer shall fully comply with, observe, fulfill and perform the requirement under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the owner shall not be responsible or liable for any commitment that may be made by the Developer/Contractor. PROVIDED THAT the Developer/ Contractor shall always keep the owner fully indemnified as against its acts and commitments. Developer shall hand over owner's allocation first and before delivery of any portion of the Developer's allocation.
- 5.7 Notwithstanding anything contained or stated herein, all labors workers, supervisors and other employees or persons by whatever defined employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer/Contractor's employees or workman and the Owner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever in that regard.
- 5.8 The Developer / Contractor shall be solely responsible for and make and pay all payments, wages, and dues contributions entitlement contractual and / or statutory obligation and requirements of the workmen, supervisors, workers, labors employees. Architect and others by whatever name called or

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

- 5.9 The owner shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to creation construction and completion of the building or any part thereof. One of the copies of sanctioned plan shall be given to the owner by the developer.
- 5.10 The Developer /Contractor shall be duty bound to complete the owner's allocated portion in all respect including permanent domestic water and sewerage, electric connection as well as common areas and facilities and make the same fully habitable for user as per law within the said **24 (Twenty Four) months** from the date of sanction of the building plan which unless prevented by force majeure reasons without default, save and except for the reasons mentioned hereinabove. The Developer should submit the Plan before the K.M.C within **4 (Four) months** from the date of registered this Agreement for Development with Power.

ARTICLE-VI **OWNER OBLIGATIONS**

- 6.1 To provide the Developer /Contractor with appropriate powers which may be required in connection with construction, erection, completion of the newly proposed building and to appear for and represent the owner before all concerned authorities and to make sign and execute application, declaration and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses and other allocations of building materials

and /or for connections of water, sewerage and electricity or as may be required from time to time and /or otherwise concerning negotiations for transfer of flats /units only Developers allocated portion as described above to the intending purchasers thereof and all cost and expenses in that respect shall be borne by the Developer /Contractor and in that respect the owner hereby appoint namely (1) **SRI PRADIP KUMAR MUSTAFI**, son of Late Murari Mohan Mustafi, by faith Hindu, by occupation Business, by Nationality Indian resident of 77B, Diamond Harbour Road, Post Office Sahapur, Police Station New Alipore, Kolkata - 700038, District South 24 Parganas, (2) **SRI SANJIB CHOUDHURY**, Son of Late Umakanta Chowdhury, by faith Hindu, by occupation Business, by Nationality Indian, residing at Village and Post Office Amgachia, Police Station Bishnupur, Kolkata - 700104, District South 24 Parganas the partners of the Construction firm "**LNB REALTY**" having its office at 77B, Diamond Harbour Road, Post Office Sahapur, Police Station New Alipore, Kolkata - 700038, District South 24 Parganas.

ARTICLE- VII

- 7.1 The land upon which the said building shall be erected and constructed and appurtenant thereto as the common areas facilities to be provided for and /or at the said building shall always remain common, impartibly, indefeasible and undivided. The Developer/ Contractor shall be entitled to deal with their allocated portion together with the undivided proportionate share of the land as well as areas and facilities.
- 7.2 The format of the draft indenture of conveyance, that may be required to be executed and registered by the owner unto and in favour of the Developer/Contractor and /or it's nominee or nominees in respect of and /or relating to the developer/ contractor's allocated portions shall be prepared by the Developer/Contractor, execute indenture of Conveyance (s) unto and in favour of the Developer/Contractor and /or its nominee or nominees as the case may be subject to the terms

and conditions provided herein. Provided that such execution and registration of the Indenture of the Conveyance Shall be done after getting possession of the Owner' allocation in the new proposed building after completion thereof.

- 7.3 Subject to the above restrictions and condition contained herein the Developer / Contractor shall be entitled to enter into any contract or agreement relating to their allocated portions on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the owner shall execute required Indenture, unto and in favour of the said nominee or nominees of the Developer/ Contractor and cause the same registered in accordance with law and admit such execution registration provided however, all cost, charges and expenses of the required value of stamp duty, registration costs, Advocate fee and expenses incidental thereto shall be paid and borne by the Developer/ Contractor and /or its nominee or nominees, as the case may be.

ARTICLE-VIII **MISCELLANEOUS**

- 8.1 This Agreement shall always be treated as an agreement by and between the owner and the Developer.
- 8.2 Simultaneously with the execution of this Agreement the owner shall hand over peaceful and vacant possession of their land in the aforesaid property to the Developer/ Contractor and as from the date of delivery of possession of the said land in the property by the owner in favour of the Developer / Contractor, the possession of the said property along with the rights of the Developer/ Contractor in respect of the said property by virtue of this presents and /or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the owner provided the Developer /Contractor shall carry on with the project in terms of this agreement.
- 8.3 It is understood that from time to time to facilitate the construction of the building by the Developer / Contractor

various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Developer /Contractor may require adequate powers and authorities from the owner and for such matters, the owner shall provide all required power and authorities unto and in favour of the Developer/ Contractor as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the owner and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

- 8.4 The Developer shall not provide any alternative rental accommodations to any of the owner and/ or tenants in the said property.
- 8.5 The Developer shall demolish the existing structure expending entire amount from their accumulated fund.
- 8.6 It is clarified that all works of development shall be done by the Developer/ Contractor at their own costs and expenses on and from the date of receiving vacant and peaceful possession over the SCHEDULE "A" property and shall be completed the said building within **24** (Twenty Four) months from the date of receiving sanction building plan from K.M.C but the Developer should submit the Plan before the K.M.C within **4 (Four)** months from the date of registered this Agreement.
- 8.7 All municipal taxes and other outgoings in respect of the said property up to the date of handing over possession of the said property to the Developer/ Contractor shall be borne and paid by the owner and thereafter shall be borne by the Developer/ Contractor.
- 8.8 The Developer/contractor will complete the construction of multistoried building to be constructed on the SCHEDULE "A" property within a period of **24** (Twenty Four) months from the date of sanction of the building plan for the SCHEDULE "A"

property by K.M.C but the Developer should submit the Plan before the K.M.C within **4 (Four)** months from the date of registered this Agreement. The Owner will assist the Developer to make all papers and documents relating to the property regularize.

ARTICLE-IX
FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation to the extent that the performance of the relative obligations prevented by the existence of the "FORCE MAJEURE" which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock Out, pandemic situation, lock-down, labour unrest, and/or any other acts or commission beyond the control of the Developer /Contractor affected thereby and also non-availability of essential materials like cement, steel, etc. and shall be suspended from the obligation during the duration of the "FORCE MAJEURE" PROVIDED THAT in absence of any of the reasons aforesaid, the Developer/ Contractor shall complete the construction of the proposed building within the time agreed upon.

SCHEDULE "A" OF THE PROPERTY AS REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring about **3 (Three)** Cottahs **1 (One)** Chittaks **35 (Thirty Five)** Sq.ft of land togetherwith **100** Sq.ft kancha structure lying and situated at Mouza : Behala, J.L. No.2, Touzi No.346, Pargana : Balia, comprised under Khatian No. **6737 and 6738** appertaining to Dag No. **8362** within the local limits of the then South Suburban Municipality at present within the limits of **Ward No. 130** of the Kolkata Municipal Corporation being known, marked and identified with the Premises No. **78/1D**, Brahma Samaj Road, Assessee No. 411300309189, Police Station Behala now Parnasree, Kolkata 700034, District South 24 Parganas and the said property is butted and bounded in the following manner :-

ON THE NORTH : by property of Smt. Moumita Chatterjee ;

ON THE SOUTH : by property of Smt. Basanti Mitra ;

ON THE EAST : by two storied building i.e. 25C, Brahma Samaj Road;

ON THE WEST : 14' feet wide K.M.C. Road.

SCHEDULE "B" PROPERTY (OWNER' ALLOCATION)

The Owner's allocation means the Developer shall provide the following against the development of the said plot of land. The Developer shall provide **50%** of the construction area or built-up area i.e. **entire 1st Floor, 50% of Ground Floor & 3rd floor** of the Building to be constructed on the said property as per Building Plan duly sanctioned by The Kolkata Municipal Corporation and Developer also pay **Rs.8,00,000/- (Rupees Eight Lakh)** as adjustable security deposit amount at the time of start of construction work of SCHEDULE "A" property. The owner returns back the said amount at the time of receiving the possession or adjust the same from his allocation.

The above allocation including undivided proportionate share of right, title and interest of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises more fully and particularly set out in the SCHEDULE "D" hereunder written, along with the Owner absolute right to sell, transfer, lease, let out or self use or in any manner deal with the same as the absolute owner thereof. The Owner's allocation shall be provided with fixture fittings and amenities as set out in the Schedule "E" hereinafter stated.

Except the above, the Owner shall not claim or demand

any area in the building to be constructed in the said premises or shall not demand any further amount for the sale of flat/s, and other spaces in the Developer's allocation of the building to be constructed at the said premises.

SCHEDULE "C" PROPERTY (DEVELOPER'S ALLOCATION)

That the developer herein has been allotted rest of the construction area i.e. 50% of the construction area or built-up area i.e. entire 2nd Floor, 50% of Ground Floor & 3rd floor of the building to be erected in the schedule mentioned property towards developers' allocation i.e. all the remaining portions except the Owner's allocation i.e. SCHEDULE "B" property herein.

SCHEDULE "D" ABOVE REFERRED TO :

(Common Portions)

I) Areas:

- a) Entrance and exits.
- b) Boundary Walls and Main Gate of the Premises.
- c) Lift, lift room, Staircase, stair head room and lobbies on all the floors of the Building.
- d) Entrance lobby, electric/utility room, water pump room/ space.
- e) Roof of the New Building and common installations on the roof.

II) Water, Pumping and Drainage :

- a) Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of any Unit and/or exclusively for its use).
- b) Water supply system.
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of any unit/or exclusively for its use.

III) Electrical Installations:

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

IV) Others :

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-owners and / or lawful occupants of the building.

SCHEDULE "E" ABOVE REFERRED TO SPECIFICATION OF WORK

(MANNER OF COMPLETION OF THE NEW BUILDING)

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advices of the architect and including the following :-

CONCRETE WORK

R.C.C. foundation as per design issued by the Structural Engineer and all concrete as per sanctioned plan by KMC.

Steel are ISI grade available in the market.

Stone chips are standard quality available in the market.

PLASTERING AND FINISHING

Cement ACC/ L & T/ Lafarge or equivalent and coarse sand.

Providing and lying White Marble in all floor of rooms including necessary bedding mortar, polished etc. complete as per direction.

Supplying and laying White Marble skirting dado window sills etc. including necessary under bedding as per direction, Finishing

treads and risers of steps and stairs landing with marble of Grey shade as per details including forming nosing and 20 mm thick better to riser faces as per direction.

DOORS

Door frame shall be well seasoned Sal wood frame to be fitted with 3 clamps on either side.

SHUTTERS:

All main shutters will be flash door finished with commercial type ply board on both sides.

All other shutters will be flash door finished with commercial type ply board on both sides and 32 mm thick.

ALUMINUM WINDOWS

Aluminum windows as per I.S Specification with fictions hinges with brass washer and Aluminum staves and handles.

PAINTING AND DECORATION

Wall putty to all interior plastering surfaces in rooms to be done as per direction with fine white washing to interior, surface in all stair cases landing and stair room.

One coat of white primer for doors, grills, railings, pipes etc.

Two coats of cement base paint other than weather coat to exterior in all floors as per direction.

SANITARY AND PLUMBING

(All sanitary porcelains, fixture shall be of Hindware sanitary ware make or approved by the Developer) P .V .C. pipes of ISI make and medium quality with "H" brand fittings conceals in interior portions.

C. P. bib cocks and stop cocks of good brand.

Each toilet is to be provided with :-

White porcelain wash hand basin with C .P .waste fittings, P.V.C. waste pipes, pillar cocks, C. P .bib cocks 2 nos.

Hot & cold line with 3 in 1 wall mixer in one toilet.

Grey Marble floor with skirting last 6'-0 glazed Design tiles.

E .P .W .C .white porcelain including approved seat with cover and P.V.C. cistern with all fittings fixtures complete as per the direction.

C.P. shower.

All soil lines Good P.V.C. fittings.

KITCHEN

Stainless steel sink with C. P. waste fittings P.V.C. waste pipe and connector, C. P. stop and bib cock etc. complete as per the direction. 1 no.

One brass C.P. sink cock in the kitchen,

Kitchen counter will be provided with black stone or black/red granite wide back wall with white glazed tiles of 2'-6" high along with stainless steel sink on the adjacent wall.

LIFT

I.S.I brand or equivalent any other company as per choice of Second party.

Toilet:-

- Concealed pipe line with hot and cold line in one toilet,
- Design glazed tiles upon 6' height on the interior walls.

Electricity:

- All electric wires and cables will be in copper (Finolex).
- Electricity points in flats will be provided as follow:-

	Light Point	Fan Point	Power Point	Plug point
1 Bed Room	3	1	X	2 (1 AC)
2 Drawing	3	1	1	1

3	Kitchen	1	Ex-fan	1(15 Amp)	1
4	Toilet	1	Do	1(15 Amp)	X
5	Veranda	1	1	X	1
6	Stair Case	2 Per floor	X	X	X
7	Pump Room	1	X	1	X
8	Roof Terrace	1	X	X	X
9	Main Gate	2	X	X	X

N.B.:

- a) One bell Point to be provided for each flat.
- b) Suitable electric point for pavement lighting shall be provided as per the developer's direction.
- c) All switch boards to be sunken or flushed will be Acrylic Sheet cover and plane type.
- d) 15 amp. Plug point to be switches.
- e) Fan Boxes to be provided in ceiling.
- f) Kitchen & Toilet shall be provided with one exhaust point each.
- g) All switch and board are seamy modular.
- h) Fittings and fixtures manufactured by ISI brand shall be used in the kitchen rooms and bath rooms of the building.
- i) Stain less steel shall be used for fencing the stairs and railing.

Extra Charges to be calculated for extra work given by the owner.

DEVELOPMENT POWER OF ATTORNEY

NOW KNOW ALL MEN BY THIS PRESENTS I, SUBHASISH DUTTA
son of Late Sukumar Dutta, by faith Hindu, by occupation
Business, by Nationality Indian, resident of 11/2/1B, Becharam
Chatterjee Road, Post Office Behala, Police Station Behala Now
Parnasree, Kolkata - 700 034, District South 24 Parganas (PAN

ADVPD 7574 L) hereinafter called and referred to as the PRINCIPAL / EXECUTANT.

NOW KNOW ALL MEN BY THIS PRESENTS I, SUBHASISH DUTTA do hereby nominate, constitute and appoint (1) SRI PRADIP KUMAR MUSTAFI, son of Late Murari Mohan Mustafi, by faith Hindu, by occupation Business, by Nationality Indian resident of 77B, Diamond Harbour Road, Post Office Sahapur, Police Station New Alipore, Kolkata - 700038, District South 24 Parganas, (PAN AESPM 6210 L) and 2) SRI SANJIB CHOUDHURY, Son of Late Umakanta Chowdhury, by faith Hindu, by occupation Business, by Nationality Indian residing at Village and Post Office Amgachia, Police Station Bishnupur, Kolkata - 700104, District South 24 Parganas (PAN APUPC 1819 C) the partners of the Construction firm "LNB REALTY" having its office at 77B, Diamond Harbour Road, Post Office Sahapur, Police Station New Alipore, Kolkata - 700038, District South 24 Parganas (PAN AAIFL 2421 J), as my true and lawful attorney for me and in my name and on my behalf to do execute and perform, inter alia, the following acts, deeds matters and things in respect of the property as described in the Schedule hereunder written.

- 1) To represent me before the authority of the Kolkata Municipal Corporation, B.L & L.R.O, CESC Ltd. and any other Government and Semi-Government offices, civic authority, courts and to sign all applications, petitions, plans, documents, affidavits, declarations etc. in respect of the said property.
- 2) To plan, design, work, manage, control and supervise the construction of the building at the aforesaid premises according to the building plan to be sanctioned by The Kolkata Municipal Corporation and for that matter being, purchase and procure all sorts of building materials, electrical and sanitary fittings and fixtures and to engage L.B.S, designers, architects, engineers, artisans and masons and workmen for the said purpose.

- 3) To appear for and on my behalf before the appropriate authorities of The Kolkata Municipal Corporation, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, the CESC Ltd. and any other local or statutory authorities and all Govt./Semi Govt./Quasi Govt./Private Offices and Police Authorities and to sign on my behalf all necessary forms, applications, petitions and documents and apply for and obtain sanction, permit, license and all other necessary documents and papers, permanent and temporary supply of services from the above mentioned bodies/offices as may be required for completion of the building for making the building habitable.
- 4) To apply for and obtain temporary or permanent connection of water, electricity, drainage, sewerage and/or power to the said building required for the use and enjoyment of the building and also occupancy certificate or any other certificate and to sign all such applications/forms and documents as shall be required for the said purpose.
- 5) To institute, commence, prosecute, carry on or defend all suits and other actions and proceedings or be added as a party or be non-suited or withdraw the same concerning to my said property or concerning to special jurisdiction of the High Court under Article 226 of the Constitution of India, before Income Tax, Sales Tax authorities and to sign and verify all complaints, written statements, accounts, petitions, inventories to accept service of all summons, notices and other judicial process, to execute any judgment, decree or order and to appoint and engage any solicitor/Advocate and to sign and execute any Vakalatnama / Power or any other authority to act and plead.
- 6) To file and defend any or all suits, cases, appeals, complainants and applications, Revisions, Writ Petition, Motion/s of whatsoever manner or nature for and on my behalf that is to be instituted and/or preferred against me in respect of the said

property or any portion thereof, which is morefully described in the Schedule written hereunder or any portion thereof and also to present and prosecute writ applications or petitions in respect thereof in any manner whatsoever relating to the said property as described in the Schedule hereunder written in any Court of Law. To appear, file and defend any case or cases whatsoever manner or nature before any Judicial Authority or Quasi Judicial Authority in respect of the below mentioned Schedule property.

- 7) To sign and verify all paints, written statements, petitions, objections, cross objections, claims, counter claims, application for execution, revisions, review new trial or stay of whatsoever manner or nature, Memorandum of Appeal and generally to do all other acts, deeds and things relating to the above matter/proceedings for and on my behalf as the said Attorney in its absolute discretion may think fit and proper in respect of the below mentioned Schedule property.
- 8) To sign and receive all letters and articles and/or any other documents of whatsoever nature in respect of the said premises and/or property written in the Schedule herein below and to grant proper and effectual receipt or receipts there for.
- 9) To negotiate on terms and agree to and enter into any conclusive Agreement for sale and to sell my said property (except **OWNER'S** allocation mentioned in the said Agreement for Development i.e. Schedule "B" property) as fully mentioned and described in the Schedule "C" to any intending purchaser or purchasers.
- 10) To issue forms, brochures, designs, plans and booklets etc. and invite offer from intending Purchaser/s, applicant/s for sale of flat/s, or other spaces, if any, to any intending Purchaser or Purchasers.

- 11) To enter into an agreement or agreements with the intending purchaser or purchasers for the sale of flat/s and other spaces of the building within the DEVELOPER'S Allocation as mentioned in the Schedule "C" of the this deed and to receive all earnest money and/or advance or advances and also the balance of purchase money on completion of such sale or sales in the said building from the intending purchaser or purchasers and give valid receipt and discharge for the same after handing over OWNER'S Allocation as per Schedule "B".
- 12) That the Developer shall have no right to deal with OWNER'S Allocation and or SCHEDULE "B" property any manner whatsoever and I being the executants of this General Power of Attorney authorized and entrust the SECOND PARTY/ DEVELOPER'S to deal with the DEVELOPER'S Allocation and or SCHEDULE "C" property in all respects.
- 13) To present any conveyance or conveyances for registration, to admit into execution and issue valid receipt on acceptance of consideration before the Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things which my said Attorney may consider as necessary for conveying the said property out of the DEVELOPER'S allocation as mentioned in the Schedule "C" in the said Agreement for Development or any portion thereof to the said purchaser or purchasers as fully and effectually in all respect as I could do the same by myself.
- 14) To issue No Objection certificate to any intending purchaser/s for obtaining home loan from any bank, company/firm, Non Banking Financial Institution or person in respect of sale of the said property or any portion thereof without creating any financial liability to the FIRST PARTY/ OWNER'S for the same.
- 15) To sign, execute, admit, execution of and present for registration and register Sale Deed, Release Deed, Exchange

Deed, Mortgage Deed and all Deed of Conveyance or Conveyances or Agreement on my behalf in respect of Sale of the Flats and other Spaces within the SECOND PARTY'S/ DEVELOPER'S allocation as mentioned in the Schedule "C" in the said Agreement for Development in favour of the intending purchaser/ purchasers before competent Registering Authority and have them registered according to law which I could do the same by myself.

That the Developer shall have every right to put their signatures to executed deed of conveyance and to present the same for accomplishment of registration of the SECOND PARTY'S/ DEVELOPER'S allocation and to receive and to enjoy entire consideration amount of the sale proceed of the said SECOND PARTY'S/ DEVELOPER'S allocation in the said building.

AND GENERALLY to do all acts, deeds and things in connection with the aforesaid SECOND PARTY'S / DEVELOPER'S Allocation property or any part thereof and for better exercise of the Authorities herein shall be construed done by me under my own hand and seal, as the Acts, Deeds and things done by me personally.

AND I do hereby ratify and confirm all or whatsoever other act or acts my said Attorney shall lawfully do, execute or perform or caused to be done and executed or performed in connection with the sale of the said property morefully mentioned in the Schedule below or any portion thereof under and by virtue of this Power of Attorney NOTWITHSTANDING no express power in that behalf hereunder is provided.

SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring about 3 (Three) Cottahs 1 (One) Chittaks 35 (Thirty Five) Sq.ft of land togetherwith 100 Sq.ft kancha structure lying and situated at Mouza : Behala, J.L. No.2, Touzi No.346, Pargana : Balia, comprised under Khatian

No. 6737 and 6738 appertaining to Dag No. 8362 within the local limits of the then South Suburban Municipality at present within the limits of **Ward No. 130** of the Kolkata Municipal Corporation being known, marked and identified with the Premises No. **78/1D**, Brahma Samaj Road, Assessee No. 411300309189, Police Station Behala now Parnasree, Kolkata 700034, District South 24 Parganas.

IN WITNESS WHEREOF the parties hereto set sealed and subscribes their respective hands and seal on this day month and year first above written.

SIGNED SEALED AND DELIVERED:
IN THE PRESENCE OF :

WITNESSES :-

1. Nilabre Sekhar Talukder
S/O, Late S.K. Talukder
10/2, ML Gupta Road,
Kolkata-700008.

2. Rabin Pradhan
S/O Suran Pradhan
15E/6, Sovvama Sona -
mukhi Road Kol-61

Sutbasish Saha

Signature of the **OWNER**

1. Pradyot Kumar Mukherjee
2. Sanjib Choudhury

Signature of the **DEVELOPER**

Drafted by me :-

Nilabre Sekhar Talukder
Advocate

Alipore Judges' Court, Kolkata-700 027.

Computer Print by :

D. Hoolkerjee
320, ML Gupta Road, Kolkata- 700008.

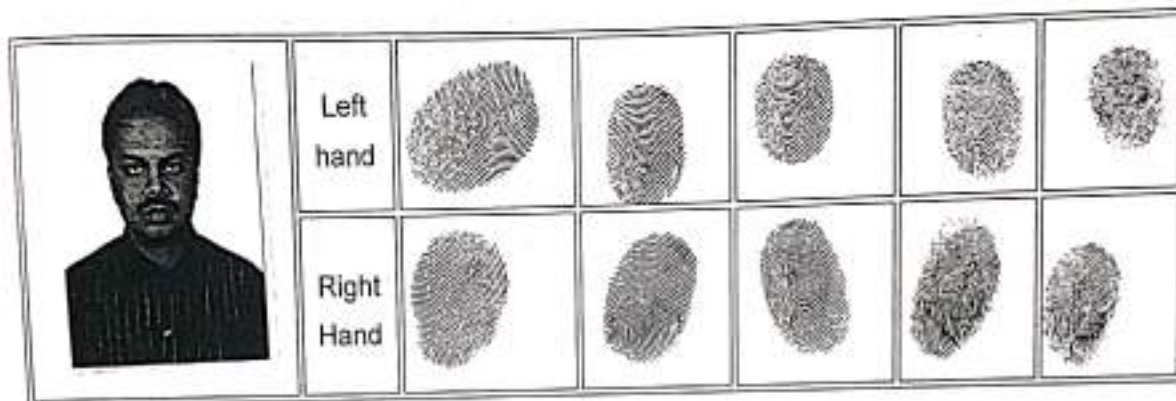
Thumb 1st finger Middle finger Ring finger Small finger



Name --- **PRADIP KUMAR MUSTAFI.**

Signature *Pradip Kumar Mustafi*

Thumb 1st finger Middle finger Ring finger Small finger



Name --- **SANJIB CHOUDHURY.**

Signature *Sanjib Choudhury*

Thumb 1st finger Middle finger Ring finger Small finger



Name --- **SUBHASISH DUTTA.**

Signature *Subhasish Dutta*

जासकनर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUBHASISH DUTTA

SUKUMAR DUTTA

17/09/1962

Permanent Account Number


ADVDP7574L

वसुधैव कुटुम्बकम्



42/10/10



Subhasish Dutta


भारत गणराज्य
INDIA


सुधीर दत्त
 Subhishir Dutta
 पति: सुधीर
 पत्नी: सुकुमार दत्त
 जन्म तिथि: 1987
 लिंग: पुरुष

9320 9824 3844


आधार - साधारण मानुषेण अधिकार


Subhishir Dutta



भारत गणराज्य
INDIA


पते: 110018
 बिचराम चट्टर्जी रोड, बिहाला-स.ओ., बिहाला,
 कोलकाता, पश्चिम बंगाल, 700034

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 Kolkata, West Bengal,
 700034

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 1800 103 1847

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 E.O. No. 1647,
 Bangalore-560 001



LNB Realty
Pradeep Kumar
Partner

LNB Realty
Sanjiv Choudhary
Partner

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AESPM6210L



नाम / NAME
PRADIP KUMAR MUSTAFI

पिता का नाम / FATHER'S NAME
MURARI MOHAN MUSTAFI

जन्म तिथि / DATE OF BIRTH
23-12-1969

हस्ताक्षर / SIGNATURE

Pradip Kumar Mustafi

EB Has

अधीन लेख, ए.ए. - XI

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

Pradip Kumar Mustafi



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকারণ
ভারত সরকার
Unique Identification Authority of India
Government of India

ভালিকাঙ্কির আই ডি/Enrollment No.: 1040/19972/13239

To
 01/11/2012
 প্রদীপ কুমার মুস্তাফি
 Pradip Kumar Mustafi
 77/B D.H.ROAD
 SAHAPUR Sahapur S.O
 Sahapur Kolkata
 West Bengal 700038
 9831113201

1024008

 MN162140875DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

4322 7335 7297

আধার - সাধারণ মানুষের অধিকার

Pradip Kumar Mustafi

ভারত সরকার
 GOVERNMENT OF INDIA



প্রদীপ কুমার মুস্তাফি
 Pradip Kumar Mustafi
 পিতা : মুরারি মোহন মুস্তাফি
 Father : MURARI MOHAN MUSTAFI
 জন্ম তারিখ / Year of Birth : 1969
 পুরুষ / Male

4322 7335 7297



আধার - সাধারণ মানুষের অধিকার

आयकर विभाग
INCOME TAX DEPARTMENT
SANJIB CHOUDHURY
UMAKANTA CHOWDHURY



भारत सरकार
GOVT. OF INDIA



07/08/1972

Permanent Account Number

APUPC1819C

Sanjib Choudhury
Signature



Sanjib Choudhury



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

ভনিকাঙ্কির আই ডি / Enrollment No.: 1040/20078/11473

To
সইব চৌধুরী
Sanjib Choudhury
34 1/1 KAILASH GHOSH ROAD
Purba Barisha
Barisha
South Twenty Four Parganas
West Bengal 700008

01/04/2013
603280



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আপনার আধার সংখ্যা / Your Aadhaar No. :

8805 7767 7723

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

সইব চৌধুরী
Sanjib Choudhury
পিতা : উমাকান্ত চৌধুরী
Father : UMAKANTA CHOWDHURY
জন্ম বর্ষ / Year of Birth : 1972
পুরুষ / Male



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আধার - সাধারণ মানুষের অধিকার

Sanjib Choudhury



सत्यमेव जयते
धर्मो रक्षति



आधार

भारतीय विशिष्ट परिचय प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

ভালিকাকৃতিকর আই ডি / Enrollment No.: 1040/20012/05936

To
নিলদ্রে শেখর তালুকদার
Niladre Sekhar Talukdar
10/2 MOTILAL GUPTA ROAD
Purba Barisha
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588428



MN005884285FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

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আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



নিলদ্রে শেখর তালুকদার
Niladre Sekhar Talukdar
পিতা : সন্তোষ কুমার তালুকদার
Father : SANTOSH KUMAR TALUKDAR
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