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Legal notice: This document is registered in the office of the District Sub-Registrar and the District Registrar, Alipore, South 24-parganas, West Bengal, India.

[Signature]
 District Sub-Registrar-II
 Alipore, South 24-parganas

01 MAR 2023

DEVELOPMENT AGREEMENT CUM DEVELOPMENT POWER OF ATTORNEY

THIS DEED OF AGREEMENT FOR DEVELOPMENT AND / CUM DEVELOPMENT POWER OF ATTORNEY IS MADE ON THIS THE 1st DAY OF March, TWO THOUSAND AND TWENTY-THREE (2023), A.D.;

BETWEEN

Rajeshi Mondal

S. R. Construction
Subrata Sarkar
 Partner

S. R. Construction
Ranjana Sarkar
 Partner

MR. RAJARSHI NANDAN DAN (PAN - AKHPD0078N) (Aadhaar - 360153154010) (MOBILE NO. 9836525277), son of Late Rathindra Nath Dan, by faith - Hindu, by Nationality - Indian, by occupation - Professional, residing at 47, Linton Street, Post Office - Entally, Police Station - Beniapukur, Kolkata - 700014, District - Kolkata, hereinafter called and referred to as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives, administrators, and/or assigns) of the **FIRST PART**.

AND

M/S. S. R. Construction, (KMC C.E. NO. 008156100760) (PAN - AEHFS8727B), a Partnership firm carrying on business of Developers having its registered address at 90/C/3, Kalikapur Road (91, Rupanjali Park), P. O. - Mukundapur, P. S. - Garfa, Kolkata - 700099, District - South 24 Parganas, represented by its Partners (1) **MR. SUBRATA SARKAR (PAN - BIAPS3736E), (AADHAR - 430825051289) (MOBILE NO. 9830378210)**, son of Mr. Mahadeb Sarkar and (2) **MRS. RANJANA SARKAR (PAN - BIAPS3613N), (AADHAR - 998645574957) (MOBILE NO. 8777606752)**, wife of Mr. Subrata Sarkar, both are by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 90/C/3, Kalikapur Road (91, Rupanjali Park), P.O. - Mukundapur, P. S. - Kasba now Garfa, Kolkata - 700099, District - South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER/ BUILDER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS one Sri Bimal Mukherjee became the absolute owner of "shall" land measuring more or less 1 Bigha comprised in Mouza - Nayabad, J. L. No. 25, Khatian No. 89, Dag No. 137, R. S. No. 3, Touzi No. 56 within the limits of Garfa Anchal Panchayat (now within the limits of Kolkata Municipal Corporation) Ward No. 109, P. S. - Kasba (Now Purba Jadavpur), now Panchasayar, District - 24 Parganas (South) by virtue of a registered deed of Conveyance and the said Deed of Conveyance was registered in the office of the District Sub-Registry Office at Alipore, 24 Parganas (South) and the said Deed was recorded in Book No. 1, Volume No. 49, Pages 225 to 229, Being No. 1778 for the year 1980.

Rajesh Na. Dan

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AND WHEREAS after such purchase said Sri Bimal Mukherjee took physical possession of the said land and recorded his name before the competent authority as absolute owner of said property and exercised his right of ownership in the said property by paying rates and taxes to the competent authority as absolute owner of the said property.

AND WHEREAS during such possession, the said Bimal Mukherjee executed a General Power of Attorney on 23/08/1986 in favour of Nirmal Kanti Chowdhury to represent Bimal Mukherjee before the Registering authority pertaining to sell of the plots of the said land and to divide the said land in several plots of land.

AND WHEREAS said attorney holder Sri Nirmal Kanti Chowdhury, by virtue of the said Power of Attorney, divided the said land measuring more or less 1 bigha to several plots being plot No. 12A, 14, 15, 16 and 17 which are different in measurement and out of the said plots, sold / transferred / conveyed one plot being plot No. 12A recorded as 'Sali' land measuring more or less 3 (three) cottahs comprised in Mouza - Nayabad, J. L. No. 25, Khatian No. 89, Dag No. 137, R. S. No. 3, Touzi No. 56, within the limits of Garfa Anchal Panchayat (now within the limits of Kolkata Municipal Corporation), Ward No. 109, P. S. - Purba Jadavpur now Panchasayar, District 24 Parganas (South) with all other easement and appurtenances thereto to one Anjan Kumar Bose by virtue of a registered Deed of Conveyance and the said Deed was registered in the office of the D.S.R Alipore and recorded at Book No. 1, Volume No. 330, Pages 426 to 439, Being No. 16725 for the year 1986.

AND WHEREAS after such purchase, said Sri Anjan Kumar Bose took physical possession of the said land being Plot No. 12A and recorded his name before the B.L & L.R.O on 06/12/1994 and also mutated his name before the Kolkata Municipal Corporation as absolute owner of plot of 'Sali' land being plot No. 12A measuring more or less Mouza - Nayabad, J. L. No. 25, Khatian No. 89, Dag No. 137, R. S. No. 3, Touzi No. 56, within the limits of Garfa Anchal Panchayat (now within the limits of Kolkata Municipal Corporation) recorded as premises No. 1299, Nayabad, Kolkata - 700099, Assessee No. 31-109-08-1299-7, Municipal Ward No. 109, P. S. - Purba Jadavpur now Panchasayar, District - 24 Parganas (South) with all other easement

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Partner

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Partner

Rajesh Nandan

and appurtenances thereto and raised R.T Shed structure therein and exercised his right of ownership over the said plot of land with structure including the right of user of 30 feet wide road in the north and also in south of the said plot by paying rates and taxes to the competent authority as absolute owner of the said property.

AND WHEREAS the said Anjan Kumar Bose subsequently sold / transferred / conveyed the said plot of land being Plot No. 12A, recorded as Bastu land measuring more or less 3 (three) Cottahs comprised in Mouza - Nayabad, J. L. No. 25, R.S Khatian No. 89, R.S.Dag No. 137, R. S. No. 3, Touzi No. 56, with structure standing thereon lying and situated at and within the limits of the Kolkata Municipal Corporation, being **premises No. 1299, Nayabad, Kolkata - 700099, Assessee No. 31-109-08-1299-7, Municipal Ward No. - 109, Police Station - Purba Jadavpur now Panchasayar, A.D.S.R at Sealdah, District - 24 Parganas (South)** with the right of user of 30 feet wide road in the North and also in South with all other easement and appurtenances thereto which is free from all encumbrances to Sri Rathindranath Dan, Smt. Tripti Dan and Sri Rajarshi Nandan Dan by virtue of a registered Deed of Conveyance dated 08/07/2010 and the said Deed was registered in the office of the A.D.S.R at Sealdah and the said Deed was recorded in Book No. - I, CD Volume No. 4, Pages from 9522 to 9539, Being No. 01895, for the year 2010 and delivered possession thereof.

AND WHEREAS the said Deed dated 08/07/2010 due to bonafide mistake the measurement of the four side of the plot of land in the plan or map which was corrected by way of Deed of Declaration dated 18/07/2011 and the said Declaration was registered in the office of the A.D.S.R. at Sealdah and recorded in Book No. - IV, CD Volume No. 2, Pages from 1329 to 1340, Being No. 01014, for the year 2011.

AND WHEREAS after such purchase, said Sri Rathindranath Dan, Smt. Tripti Dan and Sri Rajarshi Nandan Dan took physical possession of the said property and mutated their names before the Kolkata Municipal Corporation as absolute owner of said property also mutation in the office of the B.L.L.R.O/ATM/Kasba being Ref No.329/18, 330/18 and 331/18 dated 06.04.2018, as absolute owner of plot of 'Sali' land being allotted L.R Khatian No.2082, L.R Dag No.137, being allotted L.R Khatian No.2082, L.R Dag No.137, and started to exercise their right of ownership over the

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said property by paying rates and taxes to the competent authority having undivided 1/3rd share each.

AND WHEREAS during such possession, the said Rathindra Nath Dan died intestate on 14/01/2018 leaving behind him surviving his widow Smt. Tripti Dan and one son namely Rajarshi Nandan Dan and one daughter namely Rajnandini Dan as his only legal heirs and after the demise of Rathindra Nath Dan, his undivided 1/3rd share of the said property devolved upon the said three legal heirs as mentioned above.

AND WHEREAS in view of the same, Smt. Tripti Dan, the Donor No. 1 therein, became the owner of undivided 4/9th share i.e. (1/3rd share of her own + 1/9th share inherited from her husband) of the said property.

AND WHEREAS in view of the same, Smt. Rajnandini Dan alias Nandi, the Donor No. 2 therein, after the death of her father Rathindra Nath Dan since deceased, became the owner of undivided 1/9th share of the said property inherited from her father.

AND WHEREAS said Rajarshi Nandan Dan, the Donee therein, became the owner of undivided 4/9th share i.e. (1/3rd share of his own + 1/9th share inherited from his father) of the said property.

AND WHEREAS the Donor No. 1 therein is the mother of the Donee and the Donor No. 2 is the own sister of the Donee and the Donors loves the Donee very much and the Donee also loves his mother and sister very much and always takes care, supervise and maintains his mother and sister and a very good cordial relation has been continuing in between the mother, sister and son who are the Donor and the Donee respectively and the Donors to settle the Donee out of their love and affection desire to gifted their undivided 5/9th share (4/9th share of Donor No. 1 + 1/9th share of Donor No. 2) to the Donee by executing and registering a Deed of Gift in favour of the Donee which the Donee accepted the said Gift gracefully and the said Deed of Gift was registered in the office of the A.D.S.R. at Scaldah and recorded in Book No. I, Volume No. 1606-2021, Page from 16184 to 16208, being No. 160600349 for the year 2021.

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AND WHEREAS thus in the manner stated above said Mr. Rajarshi Nandan Dan son of Late Rathindra Nath Dan is now seized and possessed of or otherwise well and sufficiently entitled to as absolute lawful owner of **ALL THAT** demarcated piece and parcel of 'Bastu' land measuring more or less 3 (three) Cottahs comprised in Mouza - Nayabad, J. L. No. 25, R.S. Khatian No. 89, R.S. Dag No. 137, and L.R Khatian No.2082, L.R Dag No.137, R. S. No. 3, Touzi No. 56, with structure standing thereon duly mutated in the office of the K.M.C being lying and situated at and within the limits of the Kolkata Municipal Corporation, being premises No. 1299, Nayabad, Kolkata - 700099, Assessee No. 31-109-08-1299-7, Municipal Ward No. - 109, Police Station - Purba Jadavpur now Panchasayar, A.D.S.R at Sealdah, District - 24 Parganas (South) and subsequently mutated said land converted Shali land to Bastu Land vide memo No. 17/951/B.L.& L.R.O/KOL dated 28.03.2022 of the office of Block Land & Land Reforms Officer, is now peacefully enjoying the same free from all encumbrances whatsoever by paying the rates taxes and other outgoings to the competent authorities in fee simple, hereinafter called the said "**BASTU LAND**" (more fully and particularly described in the **FIRST SCHEDULE** hereunder written).

AND WHEREAS the Owner is not in a condition to develop the G+IV building over and upon the said land premises by his own due to paucity of funds and due to lack of time for supervision of the construction, as such for the Development of one G+IV Building over the said land premises the Owner has decided to engage one Developer and the Developer Concern mentioned herein above, knowing the same from reliable source, has approached to the Owner for developing the same.

AND WHEREAS the Owner has decided to execute one Development Agreement with **M/S. S. R. Construction, (KMC C.E. NO. 008156100760) (PAN - AEHFS8727B)**, a Partnership firm carrying on business of Developers having its registered address at 90/C/3, Kalikapur Road (91, Rupanjali Park), P. O. - Mukundapur, P. S. - Garfa, Kolkata - 700099, District - South 24 Parganas, represented by its Partners (1) **MR. SUBRATA SARKAR (PAN - BIAPS3736E), (AADHAR - 430825051289) (MOBILE NO. 9830378210)**, son of Mr. Mahadeb Sarkar and (2) **MRS. RANJANA SARKAR (PAN - BIAPS3613N), (AADHAR - 998645574957) (MOBILE NO. 8777606752)**, wife of Mr. Subrata Sarkar, both are by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 90/C/3, Kalikapur Road (91, Rupanjali

Rajesh Nandan Dan

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Partner

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Park), P.O. - Mukundapur, P. S. - Garfa, Kolkata - 700099, District - South 24 Parganas, the Developer herein, stating the terms and conditions in details in this Development Agreement duly to be registered before D.S.R.III, or D.S.R-II, Alipore on this day itself.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE OWNERS AND THE DEVELOPER AS FOLLOWS: -

ARTICLE - 1 : DEFINITIONS

In this Agreement unless it is repugnant to or inconsistent with the subject or context:

OWNER: shall mean the aforesaid **MR. RAJARSHI NANDAN DAN (PAN - AKHPD0078N) (Aadhaar - 360153154010) (MOBILE NO. 9836525277)**, son of Late Rathindra Nath Dan, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 47, Linton Street, Post Office - Entally, Police Station - Beniapukur, Kolkata - 700014, District - 24 Parganas (South) including his heirs, successors, executors, administrators, legal representatives and assignees.

DEVELOPER: shall mean **M/S. S. R. Construction, (KMC C.E. NO. 008156100760) (PAN - AEHFSS8727B)**, a Partnership firm carrying on business of Developers having its registered address at 90/C/3, Kalikapur Road (91, Rupanjali Park), P. O. - Mukundapur, P. S. - Garfa, Kolkata - 700099, District - South 24 Parganas, represented by its Partners **(1) MR. SUBRATA SARKAR (PAN - BIAPS3736E), (AADHAR - 430825051289) (MOBILE NO. 9830378210)**, son of Mr. Mahadeb Sarkar and **(2) MRS. RANJANA SARKAR (PAN - BIAPS3613N), (AADHAR - 998645574957) (MOBILE NO. 8777606752)**, wife of Mr. Subrata Sarkar, both are by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 90/C/3, Kalikapur Road (91, Rupanjali Park), P.O. - Mukundapur, P. S. - Garfa, Kolkata - 700099, District - South 24 Parganas, including its heirs, successors, executors, administrators, legal representatives and assignees.

SAID LAND: shall mean **ALL THAT** demarcated piece and parcel of 'Bastu' land land measuring more or less 3 (three) Cottahs comprised in Mouza - Nayabad, J. L. No. 25, Khatian No. 89, Dag No. 137, R. S. No. 3, Touzi No. 56, with structure standing thereon lying and situated at and within the limits of the Kolkata Municipal Corporation, being **premises No. 1299, Nayabad, Kolkata - 700099, Assessee No.**

Rajshi Nandan Dan

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Partner

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31-109-08-1299-7, Municipal Ward No. - 109, Police Station - Purba Jadavpur now Panchasayar, A.D.S.R at Sealdah, District - 24 Parganas (South), more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

PREMISES or the SAID PROPERTY: shall mean all that Premises described in the First Schedule hereto and shall also include the land, the structures and other structures thereon and / or the new building to be constructed thereon whenever the context permits.

UNDIVIDED PROPORTIONATE SHARE IN THE LAND: shall mean all that undivided, impartible, indivisible share or interest in the total land more or less comprised in the entirely more fully described in the First Schedule.

ARCHITECTS/L.B.S: shall mean a duly qualified Architect/L.B.S to be appointed by the Developer for the time being and/or other Architect/L.B.S during the material point of time of construction of the proposed building or during the process or progress of the work whatsoever may have been appointed by the Developer.

BUILDING: shall mean G+IV storied building to be constructed upon the said land in accordance with the building plan as would be duly sanctioned by the Kolkata Municipal Corporation (more fully and particularly described in the **SECOND SCHEDULE** hereunder written).

COMMON EXPENSES: shall mean and include the cost of operating, up-keeping and maintaining as and when required the common services and facilities of the building and shall include all charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto in respect of common spaces in and outside of building in general excluding inside of individual units **after completion of construction** proportionately and as fully described in the **FOURTH SCHEDULE** hereunder written.

UNITS: shall mean any Flat car Parking spaces and other commercial spaces within the building on or at the said premises, each of them being part thereof.

UNDIVIDED SHARE: shall mean the undivided variable and impartible proportionate share in the land attributable and allocable to the said unit to be determined in relation to the area of the respective unit.

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Partner

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PLAN: shall mean the plan as would be sanctioned by the Kolkata Municipal Corporation and/or all other appropriate authority, and other statutory variation including such modification or variations therein as may be required to be made or directed by the said Kolkata Municipal Corporation and other authorities and agreed upon by the Owners.

TRANSFER: with its grammatical variations shall mean and include a transfer of possession and by other means adopted for effecting what is understood as a transfer for flat / unit in G+IV-storied building to the purchaser/s.

TRANSFEREES: shall mean the purchaser/ purchasers, any person, Firm, Limited Company to whom any Flat / Garage including Commercial and other space in the said building will be transferred to with prior approval of First Party / Owners for which approval shall not be unreasonably withheld.

DISPUTE: Any dispute and/or difference arising between the parties or their legal representatives, the same shall be referred to appropriate forum/court of law.

OWNERS' ALLOCATION: The Developer / Second Party will give/ handover/ issue possession of the building area as mentioned in Article - 2 hereinafter.

MEMORANDUM OF AGREEMENT: shall mean this Agreement between the Owners and Developer in respect of **FIRST SCHEDULE** property and construction of building thereon with terms and conditions embodied hereto.

SPECIFICATIONS: shall mean the materials and specifications mentioned in the **SIXTH SCHEDULE** hereunder written (which will be decided before hand).

ARTICLE - 2 : ALLOCATIONS AND BENEFITS

OWNERS' ALLOCATION:

Owner will receive in lieu of the value of land, of the proposed Ground Plus four storied building free of cost free from all encumbrances, as follows: -

- (a) Entire First and Third floor of the proposed building except Staircase, its area & lift area in each floor (which shall be common).

Rajesh Nandan Sen

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- (b) 50% of the Sanctioned Area on the ground floor of the proposed building except Staircase, its area & lift area (which shall be common), Commercial Shop & 50% Car Parking space i.e. Total Car parking space excluding Developers share of 50% Car Parking Space.
- (c) Entire to be sanctioned office space on the ground floor of the proposed building except Staircase, its area & lift area (which shall be common).

DEVELOPERS' ALLOCATION:

The Developer will get the area of the proposed Ground Plus Four storied building as follows: -

- (a) Entire Second and Fourth floor of the proposed building except Staircase, its area & lift area (which shall be common).
- (b) 50% of the Sanctioned Area on the ground floor of the proposed building except Staircase, its area & lift area (which shall be common), Commercial Office & 50% Car Parking space i.e. Total Car parking space excluding owners share of Car Parking Space .
- (c) Entire to be sanctioned shop room space on the ground floor of the proposed building except Staircase, its area & lift area (which shall be common).

ARTICLE - 3 : BUILDING

- 1) The Developer at his own cost and expenses shall construct the said G+Four storied building on the said premises according to the specification mention in the SIXTH SCHEDULE hereunder written in accordance with the plan so would be sanctioned by the K.M.C., and in compliance with all Municipal Rules, Regulations and provisions. The building to be so constructed shall be of good standard quality building materials and workmanship. No sub-standard materials shall be used, and all such specifications, materials, fixtures and fittings shall be approved of and/or certified by qualified Architect. The Developer shall be solely responsible for all cost, damages, fine, and compensation etc. for non-compliance of statutory rules, if any. It is needless to mention that the Developer will also arrange for corporation water connection with uninterrupted water supply (as may be required to meet the

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consumption after completion of construction), Drainage / Sewerage etc. for peaceful occupation of the premises in a habitable condition.

- 2) The Developer hereby declare that the commencement of construction of the proposed G+IV storied building shall take effect after approval of the Building Plan and the same shall be completed within **24 (Twenty Four)** months from the date of building plan sanction, which may be extended up to a further period of 6 (six) months, if situation demands so provided the developer will complete the process of sanction plan approval within 6 months (from the date of execution of this Agreement) and after completion of the proposed building, the land Owners' allocation as aforesaid shall be handed over first prior to handing over possession to anyone else. **ARTICLE - 4 : DEVELOPERS' OBLIGATION**

- 1) The Developer hereby agrees and covenants with the Owner not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owner. No consent shall be required from the Owner on the part of the Developer to transfer their allocation share. No consent shall be required from the Developer on the part of the owner to transfer their allocation share.
- 2) The Developer hereby agrees and covenants with the Owner not to do any act, deed, or thing whereby the Owner may be prevented from enjoying selling, assigning and/or disposing of the portion within the Owner's allocation in the G+IV storied building during the pendency of this Agreement as mentioned herein.
- 3) The Developer hereby declares that construction of the proposed building shall be positively completed, and the Owner's allocation therein as agreed, shall be handed over to the Owner within **24 (Twenty-Four)** months from the date of building plan sanction subject to extension thereof for further 6 (Six) months by way of grace.
- 4) It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen of the Developer, victimizing of any of workmen, or any other persons whatsoever, or causing any harm to the property and for any sort of violations of any applicable rules and provisions in all respect relating to construction of building/developing/building from the date of entering into this agreement and during the course of construction of the building upto the

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issuance of CC or handover of owner's peaceful possession the Developer shall be solely liable and/or responsible and/or accountable there for and shall bear all expenses and to be liable for any offence whatsoever in the eye of law resulting there from or for compensation payable there for, keeping the Owner, his estate and effects safe, and harmless, and indemnify, all claims, damages, rights and/or actions as the Owner may have to in respect of such eventualities suffer in any manner whatsoever.

- 5) After completion of the total constructional work of the proposed G+IV storied building with elevator, the Developer shall arrange for Completion Certificate of the same by the KMC authority, as well to inform the Owner in writing about approval of such constructions by the authorities as also asking him in writing to take delivery of possession of his allocation in the proposed Ground Plus IV storied building as per terms as stated above.
- 6) That the Owner shall not be responsible for any Income Tax and any other taxes in respect of the Developer's allocation in the proposed building. Any such liability will be on Developer's account.
- 7) That the Developer undertakes to obtain on completion of construction at the premises from the Kolkata Municipal Corporation bearing all costs and expenses thereof out of their fund.
- 8) The Developer as per terms as agreed, undertake to bear all cost and expenses for the construction of the G+IV storied building proposed to be constructed at the premises and also bear the sanction fees of the Building Plan from the Kolkata Municipal Corporation.
- 9) The developer to promote the area/ build the G+4 proposed building as per the Sanction Plan to be approved by KMC after the date of entering into the Joint Development Agreement. All sort of payment including donations, contribution of any nature whatsoever to be borne exclusively by the Developer. Any types of taxes, levies and duties on the property to be borne by the Developer and not the landowner.
- 10) The Owner's Allocation of the constructed area being provided for the land of the Owner being agreed to be shared or parted with the Developer or with the prospective buyers of the Developer's allocation which the Developer will get against the expenses incurred by him for carrying out the entire construction work on the Owner's land. If any litigation results from any transaction in respect of

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any unit and/or flats within the allocation of the Developer in such circumstance the Developer shall be solely liable thereof and the Developer will sell the same. The Owners will not be liable and/or responsible in respect of the same in any manner whatsoever.

- 11) Income Tax, GST and other tax liabilities as out of sale of the developers' allocation of the Developer as agreed, or any portion thereof shall be borne solely by the Developer and the moneys received by the Developer being considered it's income in the fullest sense of the term and the Owner having nothing to do nor any interest therein nor being related thereto shall have no tax liability there for in any manner whatsoever
- 12) Any personal liability as against the Developer shall not be included in the Development project agreed to be undertaken unless it affects the Owners.
- 13) That the Developer will hand over the Owners' allocation as per specification mentioned in the SIXTH SCHEDULE hereunder written.
- 14) KMC Tax liability will be on Developer / New Purchasers' Account except for the portion occupied by the Owner. During the period of construction and till handover, the Municipal Tax liability will be on Developer's account.
- 15) The Developers hereby covenants:-
 - a) The developer is competent and has sufficient means and money to develop the schedule A property as agreed hereinafter.
 - b) The developer is sound and is not otherwise incompetent, incapable and insolvent.
 - c) The Developer shall use standard quality of materials, steels etc and strictly follow the specification, guidance of process of construction of multi-storeyed building strictly adhering the guidelines in the engineering process.
That the Developer shall not use substandard materials and shall not take undue haste and/or measure in constructing the multi-storeyed building on the premises.
 - d) Relying upon the aforesaid representation of the owner, the developer has agreed to develop the said "First Schedule" property of the owner by constructing a multistoried building or such number of stories as may be allowed under the to be sanctioned plan on the terms and conditions as settled in between the parties.
 - e) In the event of any other demands made by any Authorities on commencements of construction or during the course of construction, the same shall be borne by the Developer and the owner shall have no liability in any manner whatsoever. Time is of essence in this contract and the developer solely responsible and liable for the structural stability of the building.

Rajni Nanda Sa

S. R. Construction
Subrata Sarkar.
Partner

S. R. Construction
Ranjana Sarkar
Partner

16. The landowner explicitly have mentioned to the builder/developer not to build/construct any illegal work which contravenes any rules/provision as per KMC or any statutory authority. The owner as a law abiding citizen also have clearly stated to builder/developer to follow all rules/provision as per KMC or any statutory authority as applicable as the owner is not conversant with the rules and have instructed/requested the developer to appoint LBS, Plumber, Architect, Engineers and other required competent persons as per developer's choice to do the necessary inspection and to do their duties. The developer by himself and as per his choice have appointed the professionals on behalf of the landowner. In case of any negligence on the part of LBS, Plumber, Architect, Engineers, contactors etc the developer will solely be liable for any offence and/or for paying monetary liability to the bereaved/statutory authority. The landowner will not be liable for any liability whatsoever. Any liability monetary or otherwise will be paid by the Developer directly or to be paid to the landowner.

ARTICLE - 5 : OWNERS' OBLIGATION

- 1) The Owner hereby grant exclusive license and permission to the Developer to construct, erect and complete the proposed building on the said land including the Owners' allocation of the said proposed building in accordance with the sanctioned building plan as per specification contained in the SIXTH SCHEDULE hereunder written. The Developer is liable for any sort of violations of any applicable rules and provisions in all respect relating to construction of building/developing/building from the date of entering into this agreement (including sanction of Plan and other relevant permits) and during the course of construction of the building upto the issuance of CC or handover of owner's peaceful possession.
- 2) The Developer shall be exclusively entitled to the Developer's allocation in the building with the rights to transfer or otherwise deal with or dispose of the same subject to compliance of the terms and conditions of this agreement only after handing over the said Owners' allocation constructed area within the said proposed G+IV storied building meant for the Owners' allocation to their satisfaction. After such delivery of possession, the Owners shall not in any way interfere with or disturb quiet and peaceful possession of the Developer's

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- allocation. Similarly, Owners' quiet peaceful possession of their portions as mentioned above shall not be disturbed.
- 3) The Owner hereby agrees and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building on the said plot of land subject to condition that the Developer shall comply with building rules and use good quality building materials and act in accordance with law.
- 4) The Owner hereby agree and covenant with the Developer that upon receiving their allocation they will not do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer' allocation and/or selecting the person in whose favour the Developer shall sell/transfer the Developer's allocation.
- 5) The Owner hereby agree and covenant with the Developer that the owner have not let out, grant, lease, mortgage, encumber and / or charge the said plot of land or any portion at the time of entering into this agreement. The owner will be free to sell, take advance, make agreement for sale, let out, grant, lease, mortgage, encumber and / or charge etc on the said portion of landowner's share after getting possession from the developer without developer's consent.
- 6) That the Owner undertake that during the continuance of this Agreement they shall not enter into any Development or Sale Agreement with any Third Party in respect of the said land or any part thereof but the Land Owner shall have every right to enter into agreements including Sale Agreement in respect of Owners' allocation under Article 2, mentioned above, of the said proposed building and the Developer may be the confirming party of the said agreement, if needed and vice versa.
- 7) It is agreed that upon completion of the proposed G+IV storied building and upon delivery of the possession of the Owners' allocated portion by the Developer, all proportionate levies and taxes which will be finally assessed by the Kolkata Municipal Corporation in respect of the Owners' allocated portion in the proposed G+IV storied building shall be paid by the Land Owner from the date of taking over the possession of his entire allocated portion. Remaining tax liability will be on account of Developer / new Owners (Purchasers), as the case may be.
- 8) The Developer shall be entitled to fix Sign Board on the said property, for advertisement, and insertions in newspapers and other advertising media for

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developers share and all costs and expenses ancillary thereto shall be borne by the Developer exclusively.

- 9) The Owner authorize the Developer to appoint duly qualified Architect / LBS, Labours, workmen, masons, and to obtain electricity, water, sewerage, drain from the Kolkata Municipal Corporation and C.E.S.C. and construct building upon the said land.
- 10) The Owner hereby undertake that any dispute and/ or obstruction rose due to any reason whatsoever during the Development work in respect to the title of the land premises, the Owner will take sole responsibility to clear the same. The developer have checked and verified the right title of deeds, chain deeds The developer being totally satisfied after checking and confirming the original deeds, chain deeds, mutation and BLRO documents etc from a lawyer/advocate before entering into this agreement and have given consent to promote the land and to complete the construction along with getting CC within specified due date.

ARTICLE - 6 : OWNERS' RIGHT

- 1) That Owner shall be entitled to transfer and otherwise deal with the Owners' allocation of the building to any person / persons and intending purchaser or purchasers in any manner with the assistance of the Developer, if felt to be necessary by the Owner.
- 2) The owner shall be entitled to enter into an Agreement with the intending purchaser or purchasers for selling his allotted/allocated portion mentioned above excluding the Developers' share and shall settle terms with the prospective buyers of the flats / units etc. and the Developers will not be responsible and will not interfere with the same.
- 3) The Owner shall also be entitled to accept money by way of consideration price of the said flats / units, Garage/ commercial space from the prospective buyers in respect of owners' allocated portion to be due in his share in the said proposed building Flat / units, Garage/Commercial space as referred to as saleable area and can issue receipt in his name acknowledging such receipts in terms of this agreement. If the Developer fails or neglects to comply with the terms and conditions or fails to deliver the owner's possession timely the owner may claim compensation from the Developer herein.

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- 4) The Land owner will be at the liberty to make agreement for sale/ Deed of conveyance with any third party with or without developers consent, take advance on or before or during construction period against landowner's flats/ commercial office and car parking space. The Developer cannot hinder and give any objection to that proposal any time after signing of the JDA . The Landowner will be at liberty to take advance or get loan from bank against landowner's flats/ commercial office space and car parking space if required any time before possession/CC and after entering the Joint Development Agreement. If required developer may have to sign as Developer or Confirming party in principal.

ARTICLE - 7 : CONSIDERATION

Owners' Allocation shall be treated in lieu of the land and they shall get 50% more or less of the sanctioned area of the said proposed newly constructed building and common equal right of the top roof, all other common spaces and areas of the Second Schedule property shall be treated as Owners' Allocation.

ARTICLE - 8 : DEVELOPER'S RIGHT

- 1) The Developer will hold and/or possess the said plot of land for construction being exclusive lawful attorney and/or agent of the Owners and shall have authority to construct the building on the said plot of land as per sanction of the building plan by the Kolkata Municipal Corporation.
- 2) If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at the Developer' own cost after intimating from the owner and expenses and the Developer will pay and bear all fees including Architect's fees and Municipal charges and expenses to be paid or deposited for such amendment and/or modification of the building plan. The Owner or his allocation will not be prejudiced or will modified for any reason whatsoever after the said amendment or modification.
- 3) The Developer shall be entitled to enter into an Agreement with the intending purchaser or purchasers for selling his allotted/allocated portion mentioned above excluding the Owners' share and shall settle terms with the prospective buyers of the flats / units etc. and the Owner will not be responsible for the same.

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- 4) The Developer shall also be entitled to accept money by way of consideration price of the said flats / units, Garage/ commercial space from the prospective buyers in respect of Developer' allocated portion to be due in his share in the said proposed building Flat / units, Garage/Commercial space as referred to as saleable area and can issue receipt in his name acknowledging such receipts in terms of this agreement without making the Owner liable or accountable for the same at any point of time. Any tax liability in this connection will be on Developer's account.
- 5) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot or any part thereof to the Developer or of creating any right, title or interest in respect thereof to the Developer to commercially exploit the said plot and to deal with the Developers' allocated area in the building in the manner herein stated .

ARTICLE - 9 : MISCELLANEOUS (1) It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified may be reasonably required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other document may be reasonably required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to execute a General Power of Attorney in favour of the Developer simultaneously with the execution of the instant Development Agreement authorizing them to do all such acts, deeds, matters and things related to the proposed construction and same shall be registered with the concerned registering authority. The Developer is liable for any sort of violations of any applicable rules and provisions in all respect relating to construction of building/developing/building from the date of entering into this agreement (including sanction of Plan and other relevant permits) and during the course of construction of the building upto the issuance of CC or handover of owner's peaceful possession.

- 2) Any notice required to be given by the Developer shall be deemed to have been served upon the Owner if delivered by hand and duly acknowledged or sent by registered post with acknowledgement due and shall likewise be deemed to have

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been served on the Developer, if delivered by hand and duly acknowledge or sent by prepaid registered post with acknowledgement due to Developer.

- 3) The Developer and the Owner shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereon.
- 4) The Owner and the Developer or their respective nominees, if any hereby agree to abide by all the rules and regulation of such Management / Society / Association and hereby give its consent to abide by the same.
- 5) That the Developer hereby undertake that it shall obtain sanction of the building plan by the Kolkata Municipal Corporation and/or all other authorities as may be required within a reasonable period from the date of execution of this Development Agreement and Development Power of Attorney.
- 6) The Owner /Developer and the prospective purchaser/s shall take the benefit of the Apartment Ownership Act, 1972.

ARTICLE - 10 : OWNERS' INDEMNITY

The Owner hereby undertake that the Developer shall be entitled, to the said constructions (Developer's Area) and shall enjoy his allocation without any interference or disturbance provided the Developer perform observe and fulfill all the terms and conditions herein contained with abiding all relevant and applicable rules and regulations and/or on his part to be observed performed and/or fulfilled to the satisfaction of the owner upto getting CC and completion of building within time.

ARTICLE - 11 : DEVELOPER'S INDEMNITY

1) The Developer hereby undertakes to keep the Owner indemnified from and against all third party's claim and actions arising out of any part of the act or commission or omission of the Developer relating to the construction of the said proposed G+IV storied building. The Developer is liable for any sort of violations of any applicable rules and provisions in all respect relating to construction of building/developing/building from the date of entering into this agreement (including sanction of Plan and other relevant permits) and during the course of construction of the building upto the issuance of CC or handover of owner's peaceful possession.

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2) The Developer hereby undertakes to indemnify and keep the Owner indemnified from and against all actions suits costs proceedings and claims and demands that may arise out of the Developer' allocation or with regard to the Development of the building and/or in the matter of construction of the G+IV storied building and/or for any defect therein.

The original title deeds and other mutation papers relating original will be kept by the land owners and shall submit required documents when necessary to the developers against proper receipt.

ARTICLE 12 - POWER OF ATTORNEY

1. In respect of the Allocation of the Developer, i.e., the Developer shall have and will enjoy all the full power in regard to negotiate for sale in respect of its allocated Share of 50% in respect of the G+IV-storied building on and over the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount by its own in regard to its share and to deposit the said amount in the Bank Accounts of the DEVELOPER; to enter into an agreement for sale on behalf of the Executant of this Power of Attorney and execute the agreement for sale by receiving the advance amount and if required, to appear before the registering authority and presenting the same and shall admit execution and registration and to receive the consideration amount in respect of its allocated portion (i.e. Developer's portion) of the proposed G+IV storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to execute the sale deed in favour of the prospective purchasers and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owner/ Executant and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount in respect of its allocated portion of the proposed G+IV storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer; to receive the entire amount of the

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consideration amount from the all purchasers and to receive the consideration amount in respect of its (Developer) allocated portion of the proposed G+IV storied building on and over the **First Schedule** mentioned property and to deposit the said amount in the Bank Accounts of the Developer in respect of its allocation and remaining amount of the said consideration amount of the remaining flats , shop spaces and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the DEVELOPER incurred and made as per the terms and conditions of this Agreement; to deliver the possession in favour of the buyer in respect of its allocated portion of the proposed G+IV storied building on and over the **First Schedule** mentioned property.

2. In pursuance of this Agreement since one Power of Attorney for Development and also for selling the Residential Flats/commercial spaces and Parking Spaces of its allocated portion (i.e. Developer's portion), hence for the said reason the OWNER hereby decided to execute one Power of Attorney by virtue of this Agreement itself so that the DEVELOPER may smoothly and uninterruptedly carry on and continue its works. Hence the Power of Attorney for Development Purpose, for Selling Purpose as well for other associated and ancillary Purpose is being executed on the following effects;

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, RAJARSHI NANDAN DAN (PAN - AKHPD0078N) (Aadhaar - 360153154010) (MOBILE NO. 9836525277), son of Late Rathindra Nath Dan, by faith - Hindu, by Nationality - Indian, by occupation - Professional, residing at 47, Linton Street, Post Office - Entally, Police Station - Beniapur, Kolkata - 700014, District - 24 Parganas (South), THE OWNER; SEND GREETINGS :-

WHEREAS the Executant of this Power of Attorney is the Owner of the immovable properties consisting of a plot of land and structure thereon and which is more particularly described in **First Schedule** hereunder written.

AND WHEREAS Executant of this Power of Attorney being the Owner intended and proposed to develop the said **First Schedule** mentioned property construction and

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erecting and constructing new residential G+IV-storied building with flats and car parking spaces therein and to utilize the land to aid and support the process of construction of the G+IV storied residential building inclusive of Flats/ Residential Units /Commercial Spaces and Garage and Commercial Spaces by constructing building and pathway and area of ingress and egress and other necessary facilities and amenities and intended to sell on Ownership basis to the intending purchaser/purchasers.

AND WHEREAS in connection to such proposal, Executant of this Power of Attorney being the Owner hereby execute this Development Agreement being this Indenture in favour of the Developer only for Development and Construction of the said project over the **First Schedule** mentioned land and in the said Agreement the Executant of this Power of Attorney being the Owners have already confirmed that for purpose of the said Agreement, one Registered Power of Attorney will be executed in favour of the Developer, i.e., the Holder of this Power of Attorney and for the same purpose Executant of this Power of Attorney being the Owners are hereby executing this Power of Attorney.

AND WHEREAS Executant of this Power of Attorney being the Owners are currently unable to attain and manage all matters regarding the construction and also regarding the other paper-works due to their engagements and also due other occupational problems and habitation issues.

AND WHEREAS due to the busy schedule and other businesses Executant of this Power of Attorney being the Owner, which disable him from appending his signature to various deeds, documents, consents and other instruments therefore Executant of this Power of Attorney being the Owner on good faith as per the terms and condition of the aforesaid Development agreement to appoint **M/S. S. R. Construction, (KMC C.E. NO. 008156100760) (PAN - AEHFSS727B)**, a Partnership firm carrying on business of Developers having its registered address at 90/C/3, Kalikapur Road (91, Rupanjali Park), P. O. - Mukundapur, P. S. - Garfa, Kolkata - 700099, District - South 24 Parganas, represented by its Partners **(1) MR. SUBRATA SARKAR (PAN - BIAPS3736E), (AADHAR - 430825051289)** son of Mr. Mahadeb Sarkar and **(2) MRS. RANJANA SARKAR (PAN - BIAPS3613N), (AADHAR - 998645574957)** wife of Mr. Subrata Sarkar, both are by faith - Hindu, by Occupation - Business, by

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Partner

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Nationality - Indian, presently residing of 90/C/3, Kalikapur Road (91, Rupanjali Park), P.O. - Mukundapur, P. S. - Garfa, Kolkata - 700099, District - South 24 Parganas, as the attorney or agent of the Executant of this Power of Attorney being the Owner with full power to construct proposed new building/apartments by developing the same in the **First Schedule** mentioned land and thereafter stated on the behalf of the Executant of this Power of Attorney being the Owner and in the names of the Executant of this Power of Attorney being the Owner and which the said attorney have agreed to do and the same hereby been executed in regard to the terms to which Executant of this Power of Attorney being the Owner agreed upon as per the Agreement for Development.

NOW KNOW ALL MEN BY THESE PRESENTS THAT, EXECUTANT / EXECUTOR OF THIS POWER OF ATTORNEY BEING THE OWNER MR. RAJARSHI NANDAN DAN (PAN - AKHPD0078N) (Aadhaar - 360153154010) son of Late Rathindra Nath Dan, by faith - Hindu, by Nationality - Indian, by occupation - Professional, residing at 47, Linton Street, Post Office - Entally, Police Station - Beniapukur, Kolkata - 700014, District - 24 Parganas (South) do hereby unconditionally and unequivocally nominate, constitute and appoint **M/S. S. R. Construction, (KMC C.E. NO. 008156100760) (PAN - AEHFS8727B)**, a Partnership firm carrying on business of Developers having its registered address at 90/C/3, Kalikapur Road (91, Rupanjali Park), P. O. - Mukundapur, P. S. - Garfa, Kolkata - 700099, District - South 24 Parganas, represented by its Partners **(1) MR. SUBRATA SARKAR (PAN - BIAPS3736E), (AADHAR - 430825051289)** son of Mr. Mahadeb Sarkar and **(2) MRS. RANJANA SARKAR (PAN - BIAPS3613N), (AADHAR - 998645574957)**, wife of Mr. Subrata Sarkar, both are by faith - Hindu, by Occupation - Business, by Nationality - Indian, presently residing of 90/C/3, Kalikapur Road (91, Rupanjali Park), P.O. - Mukundapur, P. S. - Garfa, Kolkata - 700099, District - South 24 Parganas, to be our true & lawful Attorney with full authority & power to do and execute all acts, deeds and things mentioned below from and on my behalf;

1. To work, manage, control and supervise the management of all and administer the properties of the Executant of this Power of Attorney being the Owner as mentioned in below.
2. To sign all letters (including the written consent of the Executant of this Power of Attorney being the Owner to the developer or prospective buyers

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- or agreements with such prospective buyers) deeds, documents consents, applications, receipts and discharges for moneys received on the behalf of the Executant of this Power of Attorney being the Owner, assurances or any other instruments requiring the signature of the Executant of this Power of Attorney being the Owner (only Developer allocation).
3. To appear before the Kolkata Municipal Corporation and to do all acts deeds and things in relation to the completion of mutation in the name of the Executant of this Power of Attorney being the Owner and to sign on giving acknowledgements receipt on behalf of the Executant of this Power of Attorney being the Owner.
 4. For the more better and more effectual execution of the powers and authorities aforesaid, the attorney of the Executant of this Power of Attorney being the Owner shall be entitled to present and/or to acknowledge any of the various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executant of this Power of Attorney being the Owner, assurances or any other instrument requiring the signature of the Executant of this Power of Attorney being the Owner before the Registrar, Notary, Oath Commissioner or other public authorities as if the same was duly executed by the Executant of this Power of Attorney being the Owner and to do and perform all or any other acts, deeds and things in connection therewith, as may be necessary or expedient if such registration or presentation shall be necessary as fully and effectually as could be done by the Executant of this Power of Attorney being the Owner personally.
 5. To receive for safe custody various deeds, documents, consents, applications, receipts and discharges for moneys received on behalf of the Executant of this Power of Attorney being the Owner, assurances or any other instrument requiring the signature of the Executant of this Power of Attorney being the Owner and signed by them under these presents and hand over the same for safe custody. To handover photocopy of every document received/submitted, if any to the

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 Subrata Sarkar
 Partner

S. R. C
 Ranjana Sarkar
 Partner

landowner for record purpose and to return original documents at the time of giving possession to the owner.

6. To present the Executant of this Power of Attorney being the Owner if necessary before all courts of law in any legal proceeding that may arise in consequence of the development of the said immovable property and for that purpose to engage and appoint any Solicitor or Advocate or Advocates or Counsel including payment of their fees , court expenses and all related expenses to be borne by developer from signing of the agreement till handover of the possession after CC and to give instructions to them on behalf of the Executant of this Power of Attorney being the Owner for the purpose of conducting the litigations, if any, as the said attorney of the Executant of this Power of Attorney being the Owner shall think fit and proper to do so, whether as plaintiff or defendant, or as appellant or respondent as the case may be.
7. To sign verify and affirm by affidavit, if the occasion so arises, of all plaints written statements, petitions, Memorandum of Appeal, Stay Applications and all other legal document for the purpose of filing the same in Court and to give all necessary instructions for the due prosecution or the defense of such litigation of the said immovable property specifically mentioned in the **First Schedule** hereinafter.
8. For the aforesaid propose or any of them to do everything which is generally required to be done in connection with the signing or execution of any of the abovementioned documents usually to be done by the Executant of this Power of Attorney being the Owner and to sign generally on behalf of any in our name including the approval of the said document or documents. Purchaser of flats may require if necessary and for that purpose the said attorney of the Executant of this Power of Attorney being the Owner is hereby authorized and empowered to appear before the Registrar or Sub-Registrar or Joint- Registrar or Deeds and Assurances or any other registering authority officer of officers as occasioned shall or may require.
9. AND thereby ratify and confirm and agree to ratify and confirm and agree to whatsoever the attorney of the Executant of this Power of Attorney being the Owner shall lawfully do or purport to do or cause to be done.

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Subrata Sarkar, *Ranjana Sarkar*
 Partner Partner

by virtue of these presents and the Executant of this Power of Attorney being the Owner further agree and undertake that all the signatures executed by him on any indentures or deeds or documents or applications or receipts or discharges of money received on behalf of the Executant of this Power of Attorney being the Owner or any other instrument requiring our signature in connection with and all acts, deeds and things in connection therewith and lawfully done by the said attorney of the Executant of this Power of Attorney being the Owner shall be construed as being signed and/or executed by the Executant of this Power of Attorney being the Owner and/or done by themselves.

10. To execute and effect all repairs, alterations, constructions major or minor, that may be deemed necessary for the purpose of maintenance of the property mentioned above and to engage labours, contractors, job-men, technicians and engineers for such purpose and to enter into contracts for the same in the name of the Executant of this Power of Attorney being the Owner.
11. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
12. To enter into, make sign, execute and register and do all such things, contracts, agreements, receipts, deeds, payment assignments, transfers, conveyances, mortgages, releases, assurances, instruments, notices and things and may be in the opinion of the said attorney necessary, usual or convenient for the exercise of any of the power herein conferred on the said attorney.
13. To prepare building plan, design work and to put signature on behalf of the Executant of this Power of Attorney being the Owner as the lawful attorney of the Executant of this Power of Attorney being the Owner in the building plan drawings and other allied necessary papers and apply for the sanction of building plan and deposit all fees to the concerned authority in the name of the Executant of this Power of Attorney being the Owner and on behalf of the Executant of this Power of Attorney being the Owner in connection with the building plan or necessary modify the building plan and regularize the modification or changes and sign in the modified plan all papers, documents, affidavits declaration & register

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boundary declaration, splayed corner, and strip of land relating thereto and receive the same from the said Kolkata Municipal Corporation or any other competent authority against acknowledgement receipt on behalf of the Executant of this Power of Attorney being the Owner as the lawful attorney of the Executant of this Power of Attorney being the Owner.

14. To appear for and on behalf of the Executant of this Power of Attorney being the Owner in office of the CESC, Kolkata Municipal Corporation or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.
15. To sign, execute and verify and file all complaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the Executant of this Power of Attorney being the Owner. And the Executant of this Power of Attorney being the Owner do hereby ratify, agree and undertake to ratify and conform all acts deeds the attorney of the Executant of this Power of Attorney being the Owner shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.
16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional District Registrar Office, District Magistrate, Sub-Divisional Office, District Board or any other local authority.
17. To appoint an architect and to get the any alteration or modification of the sanctioned plan of the proposed Residential building duly sanctioned by the Kolkata Municipal Corporation and other authorities concerned in respect of the proposed building.

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 Subrata Sarkar
 Partner

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 Ranjana Sarkar
 Partner

18. To make necessary applications and signed all papers, to appear before the Kolkata Municipal Corporation, to pay necessary fees (all necessary and relevant fees, taxes, duties, permits etc to be borne by the developer) and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Kolkata Municipal Corporation and other authorities.
19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the G+IV storied residential building inclusive of Flats/ Residential/commercial Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the sanctioned plans and according to specifications & other requirements of the Kolkata Municipal Corporation and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.
20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign & clear dues in respect to such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
22. To pay any deposit and pay moneys required to be deposited with the Kolkata Municipal Corporation and other authorities for getting the plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.
23. To pay all the taxes to the concern authority relating to the said property until the completion of the building.
24. To file or defend any suit on behalf of the Executant of this Power of Attorney being the Owner regarding the **First Schedule** mentioned property and sign, verify complaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and

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application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executant of this Power of Attorney being the Owner.

25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
26. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
27. To accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
28. To apply for the inspection of and to inspect any judicial records any records of any office or offices.
29. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of this present or to or in which the Executant of this Power of Attorney being the Owner are or may be party or any way interested.
30. To negotiate for sale of the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount on behalf of the OWNER in respect of the Developer's Allocation (Second Schedule herein below) and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
31. To execute, sign and enter into an agreement for sale on behalf of the Executant of this Power of Attorney being the Owner in respect of the Developer's Allocation and execute the agreement for sale by receiving the advance amount in respect of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Developer's Allocation and to receive the consideration amount on **behalf of the owners** in

Rajesh Nandan Da

S. R. Construction
Subrata Sarkar
Partner

S. K.
Ranjana Sarkar
Partner

- respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
32. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Developer's Allocation and to receive consideration from them in respect of the Developer's Allocation and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owner/Executant in respect of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and **to receive the consideration amount on behalf of the OWNER in respect of the Developer's Allocation** and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
33. To receive the entire amount of the consideration amount towards sale proceed in respect of Developer's allocation from the all purchasers **on behalf of the OWNERS** in respect of DEVELOPER's allocation and to keep, retain and enjoy and deposit the said amount in the Bank Accounts of the DEVELOPER in respect of Developer's allocation and the said amount of the said consideration amount of the flats, car parking/commercial and other spaces are to be adjusted by the Developer being the Power of Attorney holder in lieu of the expenses and investment the **DEVELOPER** Firm incurred and made as per the terms and conditions of this Agreement.
34. To Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective purchasers in respect of the DEVELOPER'S ALLOCATION in any Registering Office by representing the OWNER and by signing on their behalves and by admitting any document and deed on their behalves and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the Owner/ Executant and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive **the consideration amount on behalf of the**

Rajni Nanda Sen

S. R. Construction
Subrata Sarkar
Partner

S. R. Construction
Ranjana Sarkar
Partner

OWNER in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER. ↩

35. To deliver the possession in favour of the buyer on behalf of the Executant of this Power of Attorney being the Owner. ↩
36. To generally to Act as the Attorney or Agent of the Executant of this Power of Attorney being the Owner in relation to the matter aforesaid and all other matters in which the Executant of this Power of Attorney being the Owner may be interested or concerned and on behalf of the Executant of this Power of Attorney being the Owner to execute and to do all deeds, acts, or things as fully and effectual in all respect as the Executant of this Power of Attorney being the Owner and/or themselves to do if personally present.

THE FIRST SCHEDULE ABOVE REFERRED TO ↗

(The Total Land) ↗

ALL THAT demarcated piece and parcel of 'Bastu' land measuring more or less 3 (three) Cottahs together with pucca structure standing thereon measuring more or less 100 Square Feet comprised in Mouza - Nayabad, J. L. No. 25, R.S. Khatian No. 89, R.S.Dag No. 137, L.R Khatian No.2082, L.R Dag No.137, R. S. No. 3, Touzi No. 56, with structure standing thereon lying and situated at and within the limits of the Kolkata Municipal Corporation, being premises No. 1299, Nayabad, Kolkata - 700099, Assessee No. 31-109-08-1299-7, Municipal Ward No. - 109, Police Station - Purba Jadavpur now Panchasayar, A.D.S.R at Sealdah, District - 24 Parganas (South) and mutated said land converted Shali land to Bastu Land vide memo No. 17/951/B.L.& L.R.O/KOL dated 28.03.2022 of the office of Block Land & Land Reforms Officer, which is butted and bounded in the manner follows:-

ON THE NORTH : By 30'-0" feet wide K.M.C Road, ↗

ON THE SOUTH : By 30'-0" feet wide K.M.C Road (presently 12 feet wide Road)

ON THE EAST : By Plot No. - 12, premises No. 1354, Nayabad, Kolkata -- 700099.

ON THE WEST : By Plot No.14. ↗

Rajesh Nandan Sen

S. R. Construction
Subrala Sarkar
Partner

S. R. Construction
Ranjana Sarkar
Partner

SECOND SCHEDULE ABOVE REFERRED TO**(The Allocation of the Owners & the Developer in the Proposed Building)**

ALL THAT proposed G+IV storied building to be constructed on the **FIRST SCHEDULE** property together with all common areas benefits attached thereto to be shared as follows:

OWNERS' ALLOCATION:

Owner will receive in lieu of the value of land, of the proposed Ground Plus four storied building free of cost free from all encumbrances, as follows: -

- (a) Entire First and Third floor of the proposed building except Staircase , its area & lift area in each floor (which shall be common).
- (b) 50% of the Sanctioned Area on the ground floor of the proposed building except Staircase , its area & lift area (which shall be common), Commercial Shop & 50% Car Parking space i.e. Total Car parking space excluding Developers 50% Car Parking Space .
- (c) Entire to be sanctioned office space on the ground floor of the proposed building except Staircase, its area & lift area (which shall be common).

DEVELOPERS' ALLOCATION:

The Developer will get the area of the proposed Ground Plus Four storied building as follows: -

- (a) Entire Second and Fourth floor of the proposed building except Staircase , its area & lift area (which shall be common).
- (b) 50% of the Sanctioned Area on the ground floor of the proposed building except Staircase , its area & lift area (which shall be common), Commercial Office & 50% Car Parking space i.e. Total Car parking space excluding owners share of Car Parking Space .
- (c) Entire to be sanctioned shop room space on the ground floor of the proposed building except Staircase , its area & lift area (which shall be common).

Rajali Nanda *sa*

S. R. Construction
Subhala Sarkar
 Partner

S. R. Construction
Ranjana Sarkar
 Partner

THIRD SCHEDULE ABOVE REFERRED TO

THE OWNERS AND THE DEVELOPER ARE ENTITLED AS COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THE INDENTURE SHALL INCLUDE: -

- 1) Stair case on all the floors.
- 2) Stair case landing on all floors.
- 3) Main gate of the said premises and common passage and lobby on the Ground floor to Top floor and the roof of the premises including toilet on the roof & Ground Floor.
- 4) Water pump, Pump room, soil tank, water tank on the Ground floor, Water Pipes, Overhead Tank on the roof, Lift and Lift Room, and other common plumbing installations.
- 5) Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
- 6) Lighting in the common space, passage, staircase, including electric meter fittings.
- 7) Common Electric meter and box.
- 8) Electric wiring meter for lighting stair case, lobby and other common areas
(Excluding those as are installed for any particular floor) and space required thereto.
- 9) Window. Doors, Grills and other fittings of the common area of the premises including side space of the premises.
- 10) Such other common parts areas equipments installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units and (all unallocated space) which are not mentioned in owners & Developer's allocation as specially mentioned in Second schedule.

Rajesh Nanda

S. R. Construction
Subrata Sarkar
Partner

S. R. Construction
Ranjana Sarkar
Partner

THE OWNER, DEVELOPER SHALL HAVE TO BEAR: -

- 1) The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories common area and facilities including subsequent white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landing, the gutters, roof, rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser or other occupiers of the building.
- 2) The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- 3) Cost and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidents costs.
- 4) The cost of decorating the exterior of the building.
- 5) The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
- 6) Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
- 7) KMC taxes, G+IV-storied building tax, if any, and other similar taxes save those separately assessed on the respective flat until and unless the said flats/ units handed over to the Owner/prospective purchasers the Developer shall bear all kinds of rates and taxes.
- 8) Litigation expenses as may be necessary for protecting the right, title and possession to the land and the building after handing over the possession of flats after CC.
- 9) Such other expenses as are necessary or incidental for the maintenance,

FIFTH SCHEDULE ABOVE REFERRED TO

S. R. Construction

Ranjana Sarkar

Partner

S. R. Co.

Subala Sarkar

Partner

Rajesh Narayan Das

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE SAID UNIT INTER-ALIA SHALL INCLUDE THE IMPOSITIONS AND RESTRICTIONS AS UNDER:

- 1) Not to carry on or permit to be carried on upon the said 'UNIT' any offensive or unlawful activities illegal or forbidden under any law for the time being in force. And not to commit any act of nuisance.
- 2) Not to demolish or cause to be demolished or damaged the said 'UNIT' or any part thereof.
- 3) Not to do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit and/or Car Parking space, if any, or any part thereof or cause any increase in premium payable in respect thereof.
- 4) Not to claim division or partition of the said land and/or the building thereon, and common areas within the same.
- 5) Not to decorate the exterior of the said unit which may affect other's FLAT and other spaces within the said building, or the structure thereof, in any manner whatsoever.
- 6) Not to throw or accumulate any dirt, rubbish, water or other refuse or permit the same to be thrown or accumulated in the said 'UNIT' or any portion of the building housing the same.
- 7) Not to paint outer walls or portion of her/his/their units, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their unit only in any colour of their choice.
- 8) The Purchasers of the unit together with other purchasers or Owners of other units shall must have abide by obligations for guidance of members, or maintenance, safety and security of the building or otherwise as shall be necessary in the interest thereof.
- 9) Not to encroach any common portion of the building as aforesaid, nor to obstruct, jeopardize the user thereof, and nor to encumber any of such portion in any manner whatsoever.

Rajesh Nandan

S. R. Construction
Subrata Sarkar
Partner

S. R. Construction
Ranjana Sarkar
Partner

SIXTH SCHEDULE ABOVE REFERRED TO (Specification of Work)

Construction to be made and fittings and fixtures to be installed and provided in the building shall be of standard quality and according to the plans and advice of the Architect/LBC/Engineer and includes the following:

FOUNDATION & STRUCTURE:

Foundation for G+IV storied building (as per sanction by K.M.C.) with R.C.C. framed structure with M - 20 Grade of concrete, Steel shall be use of ISI marked of Supreme quality as per developer's choice of maximum structural stability/strength and cement is of Ultratech, or higher quality Plinth height will be as per sanctioned design of the Architect and Structural Engineer. Earth back filling will be done with watering and compaction. Tie Beam, Column, Stair Case/ Waist Slab will be cast as per sanctioned design drawing;

BRICK WORKS:

First class 1 No. Pick work (1 : 5) for the external walls with 200 mm thick and main partition walls will be 125 mm thick (1 : 4) and others will be of 75 mm thick (1 : 4) with GI Net in every alternative third layers, parapet wall will be of 125 mm thick (1 : 5) with minimum 7 days water curing. All brick works, plastering will be given minimum 7 days water curing.

FINISHES

All internal surfaces to be plastered with cement-sand mortar and will be finished by Putty. All external walls to be plastered with cement- sand mortar with plastic painting inside and painting outside (two coated with Weather Coat).

FLOORING:

Flooring inside the flats shall be of Vitrified Floor Tiles (Kajaria / Johnson) of 600mm x 600mm size, flooring in the stair cases and landing shall be marble with acid polish and Garage Space will be done by Crazy Mosaic.

DOORS FRAMES:

All the door frames shall be of good quality of Salwood (4x2.5", 5x2.5").

Rajesh Nanda

S. R. Construction
Subrata Sanyal
Partner

S. R. Construction
Ranjana Sarkar
Partner

PLASTERING:

External walls will be finished with plaster (1 : 5) & 2 coat Colour Wash and inside walls & ceiling will be of Plaster of Paris over plaster (1 : 6). Wally Putty over plaster at the Stair Room after plaster will be provided.

WINDOWS:

All windows will be Aluminium sliding window (Anodized) with transparent 4 mm glass.

DOORS SHUTTERS:

All Door shutters shall be of commercial flush door of 32 mm thickness,. For each toilet P.V.C. door shutter with P.V.C. frame will be installed.

M. S. GRILLS :

Window : Made of Square bar as per approved design (12 mm);

Balcony : Brick work and railing with enamel paint as per approved design(12 mm);

Stair Steel Railing : As per approved design;

M. S. Gate : Made of suitable M.S. hollow bars as per approved design.

Total Grill will be three (2) coats of Enamel paints after single coat primer of Red Oxide

FLOORING : Floor Tiles Finish - Skirting will be 4" inch. Height.

KITCHEN : 2'-6" Ft. Height Wall Tiles, Swan Tabs in sink, Kitchen Table slab - Green Marvel / Granite one Steel sink (Large size) with water tap will be fitted inside.

TOILET(S) : Number of toilet will be made as per sanctioned plan. One Commode with PVC cistern and one shower and one hand shower, three bib-cocks will be provided. (All Make ESSCO).

7' Ft. Height Wall Tiles will be made. O.T. Pan and Commode of better quality (Hindware / Parryware).

Rajesh Nandan

S. R. Construction
Subnati Sarkar
Partner

S. R. Construction
Ranjana Sarkar
Partner

LOCK AND KEY(S) : Main doors in each flats should be fitted with Godrej Lock and Key. Other doors of each flats to be fitted with ISI made lock.

Lift /Elevators : Flex / SL (minimum four person with collapsible door)

ELECTRICITY :

Conduit Laying for concealed copper wiring (Havels) will be made before roof casting. MCB in each room with Switch Board (Switch of Crabtree) will be provided containing points as follows -

a> Bed room : 2 Light tube Points + 1 bracket light Point +1 night lamp Points + 1 Fan Point + 1 T.V. Point + 2 No. 5 Amp. Plug Point and 2 A.C. Point in each flat;

b> Drawing cum Dining Room : 3 Light Points + 2 Fan Point + 1 No. 15 Amp. + 1 No. 5 Amp. Plug Point;

c> Kitchen : 2 Light Points + 1 Exhaust Point + 1 + 5 Amp 3 No. Plug and One Chimney Points
No. 15 Amp. Plug Point;

d> Toilet : 1 Light Point, 1 Exhaust Point & One 15 Amp. Plug Point+ 1 Guiser Point;

e> Balcony : 1 Light Point+1 Fan point;

f> Main Gate : 2 Light Points;

g> Stair Case : 1 Light Point at each Floor Landing;

h> Roof : 1 Light Point only.

h> Calling Bell : Individual Flat wise.

PLUMBING & WATER SUPPLY:

Concealed plumbing lines of SFMC (PPT) or alike pipe will be provided.

Rajesh Nandan Sen

S. R. Construction
Subrata Sarkar
Partner

S. R. Construction
Ranjana Sarkar
Partner

Waste Pipe of Oriplast / Supreme, Underground outlet of Supreme Pipe will be provided. Three Basins - One for Kitchen , one for drawing room & Other for Toilet.

Angular Stop Cock, Bib Cock, Pillar Cock, Concealed Stop Cock of better quality (Essco / Parryware).

Septic tank, underground water reservoir, overhead water tank will be installed for Water Supply;

Elevation design as per sanctioned Plan will be done/ installed.

Water Lines will be provided at W.C. &/or at Bath Room and at Kitchen from O.H. Tank.

Rajendra Manda Son

S. R. Construction
Subrata Sarkar
Partner

S. R. Construction
Ranjana Sarkar
Partner



IN WITNESSES WHEREOF the parties have hereunto set and subscribed their respective hand and seals on the day, month and year written above.

SIGNED, SEALED AND DELIVERED

By the Parties hereto i.e. the Owners
and the Developer as the agreeable person
of this Agreement, in presence of:

WITNESSES:

1) Ranjit Pal,
6, Old Post office
Street Kurl-1

Rajesh Madan Sen

Signature of the Owner

S. R. Construction

Subrata Sarkar.

Partner

S. R. Construction

Ranjana Sarkar

Partner

Signature of the Developer

2)

Ratan Pal,
Advocate
High Court
Calcutta

Drafted, Prepared

& Explained by me,

































Ratan Pal.


Ratan Pal, Advocate

High Court, Calcutta


Enrol No. WB/675/1992.

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Rajesh Narayan Das</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						
	<i>Subirali Sarkar</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						
	<i>Ranjana Sarkar</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						

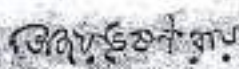

ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন

IDENTITY CARD WB / 18 / 105 / 021762
 পরিচয় পত্র



Elector's Name	Pol Rajan
নির্বাচক নাম	পল রাজন
Father/Mother/Husband's Name	Lakshman
পিতা/মাতা/স্বামীর নাম	লক্ষ্মণ
Sex	M
লিঙ্গ	পুং
Registration Date	29
নিবন্ধন তারিখ	২৯

Address
 Debagarh (Part), Ward 105, Kasba,
 South 24 Parganas
 ঠিকানা
 দেবগড় (ভাগ), ওয়ার্ড ১০৫, কাষা,
 দক্ষিণ ২৪ পরগণা


 Pol Rajan
 Electoral Registration Officer
 নির্বাচন নিবন্ধন অফিসার

For 105-KADAYPUR
 ১০৫-কাডায়পুর
 Assembly-Constituency
 বিধানসভা নির্বাচন কেন্দ্র

Place Alipore
 স্থান আলিপুর
 Date 05.06.95
 তারিখ ০৫.০৬.৯৫

Major Information of the Deed

Deed No	I-1603-03159/2023	Date of Registration	01/03/2023
Query No / Year	1603-2003483179/2022	Office where deed is registered	
Query Date	10/12/2022 12:21:55 AM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	RATAN PAL 6, Old Post Office Street, 1st Floor., Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8697893055, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 57,37,499/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,120/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



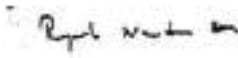
District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 1299, , Ward No: 109 Pin Code : 700099

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	-	56,69,999/-	Width of Approach Road: 30 Ft.,
Grand Total :				4.95Dec	0 /-	56,69,999 /-	

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.	0/-	67,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		100 sq ft	0 /-	67,500 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr RAJARSHI NANDAN DAN Son of Late Rathindra Nath Dan Executed by: Self, Date of Execution: 01/03/2023 , Admitted by: Self, Date of Admission: 01/03/2023 ,Place : Office			
	01/03/2023	LTI 01/03/2023	01/03/2023	
47, LINTON STREET, City:- , P.O:- ENTALLY, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700014 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: AKxxxxxx8N, Aadhaar No: 36xxxxxxxx4010, Status :Individual, Executed by: Self, Date of Execution: 01/03/2023 , Admitted by: Self, Date of Admission: 01/03/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	S R CONSTRUCTION 90/C/3, KALIKAPUR ROAD, City:- , P.O:- MUKUNDAPUR, P.S:-Kasba, District:-South 24-Parganas, West Bengal India, PIN:- 700099 , PAN No.:: AExxxxxx7B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SUBRATA SARKAR (Presentant) Son of Mr MAHADEB SARKAR Date of Execution - 01/03/2023, , Admitted by: Self, Date of Admission: 01/03/2023, Place of Admission of Execution: Office			
	Mar 1 2023 12:49PM	LTI 01/03/2023	01/03/2023	
90/C/3, KALIKAPUR ROAD, City:- , P.O:- MUKUNDAPUR, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: Blxxxxxx6E, Aadhaar No: 43xxxxxxxx1289 Status : Representative, Representative of : S R CONSTRUCTION (as PARTNER)				

Name	Photo	Finger Print	Signature
Mrs RANJANA SARKAR Wife of Mr SUBRATA SARKAR Date of Execution - 01/03/2023, , Admitted by: Self, Date of Admission: 01/03/2023, Place of Admission of Execution: Office			Ranjana Sarkar
	Mar 1 2023 12:49PM	LTI 01/03/2023	01/03/2023
90/C/3, KALIKAPUR ROAD, City:- , P.O:- MUKUNDAPUR, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, . PAN No.:: Blxxxxxx3N, Aadhaar No: 99xxxxxxxx4957 Status : Representative, Representative of : S R CONSTRUCTION (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RATAN PAL Son of Late LAKSHMAN CHANDRA PAL 6, OLD POST OFFICE STREET, City:-, P.O:- G P O, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001			
	01/03/2023	01/03/2023	01/03/2023
Identifier Of Mr RAJARSHI NANDAN DAN, Mr SUBRATA SARKAR, Mrs RANJANA SARKAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr RAJARSHI NANDAN DAN	S R CONSTRUCTION-4.95 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr RAJARSHI NANDAN DAN	S R CONSTRUCTION-100.00000000 Sq Ft

On 01-03-2023

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

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

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

Presented for registration at 12:22 hrs on 01-03-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr SUBRATA SARKAR.

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 57,37,499/-

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

Execution is admitted on 01/03/2023 by Mr RAJARSHI NANDAN DAN, Son of Late Rathindra Nath Dan, 47, LINTON STREET, P.O: ENTALLY, Thana: Beniapukur, South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by Profession Professionals

Identified by Mr RATAN PAL, , Son of Late LAKSHMAN CHANDRA PAL, 6, OLD POST OFFICE STREET, P.O: G P C Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 01-03-2023 by Mr SUBRATA SARKAR, PARTNER, S R CONSTRUCTION, 90/C/3, KALIKAPUR ROAD, City:- , P.O:- MUKUNDAPUR, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099

Identified by Mr RATAN PAL, , Son of Late LAKSHMAN CHANDRA PAL, 6, OLD POST OFFICE STREET, P.O: G P C Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 01-03-2023 by Mrs RANJANA SARKAR, PARTNER, S R CONSTRUCTION, 90/C/3, KALIKAPUR ROAD, City:- , P.O:- MUKUNDAPUR, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700099

Identified by Mr RATAN PAL, , Son of Late LAKSHMAN CHANDRA PAL, 6, OLD POST OFFICE STREET, P.O: G P C Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/12/2022 9:45PM with Govt. Ref. No: 192022230211132888 on 11-12-2022, Amount Rs: 28/-, Bank: SBI EPay (SBIPay), Ref. No. 1119574527739 on 11-12-2022, 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 50.00/-, by online = Rs 7,070/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 16345, Amount: Rs.50.00/-, Date of Purchase: 11/01/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/12/2022 9:45PM with Govt. Ref. No: 192022230211132888 on 11-12-2022, Amount Rs: 7,070/-, Bank: SBI EPay (SBIPay), Ref. No. 1119574527739 on 11-12-2022, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 93884 to 93932
being No 160303159 for the year 2023.



Digitally signed by Debasish Dhar
Date: 2023.03.01 14:00:51 +05:30
Reason: Digital Signing of Deed.

Dhar

(Debasish Dhar) 2023/03/01 02:00:51 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)-