

L76

② 0639/23

E-6236



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

24/05/2023
 Q-200 1297523/2023

certified that the document is admitted in the 288786
 Registration. The signature sheets and the
 extra document sheets attached with the
 document are the part of this document.

District Sub-Registrar-IV
 Registrar U/S 7 (2) of
 Registration 1908
 Alipore, South 24 Parganas
 24 MAY 2023

**DEVELOPMENT AGREEMENT ALONG WITH
 DEVELOPMENT POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER
 POWER OF ATTORNEY is made this the 24th day of May Two
 Thousand and Twenty Three (2023)

BETWEEN

[Signature]
 Advocate

SRI SAPTARSHI CHAKRABORTY, (PAN –ALWPC3186C), (Aadhaar No. 8755 6358 1209), son of Late Dipak Chakraborty, by Faith – Hindu, by Occupation – Service, by Nationality – Indian, residing at 1/48, Ashoke Nagar, Post Office – Netaji Nagar, Police Station – Netaji Nagar, Kolkata – 700 040, District – South 24-Parganas, hereinafter called and referred to as the **OWNER/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include his legal heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**

AND

“M/S. UMA ENTERPRISE”, (PAN : AMUPM3072C), a sole proprietorship concern, having its Office at E/41, Baghajatin, Post Office - Baghajatin, Police Station – Patuli, Kolkata – 700 086, District – South 24-Parganas, being represented by its sole proprietor namely **SRI DIPANKAR MAJUMDER**, (PAN : AMUPM3072C), (Aadhaar No.7300 6870 9450), son of Sri Dulal Aditya Majumder, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at E/41, Baghajatin, Post Office - Baghajatin, Police Station – Patuli, Kolkata – 700 086, District – South 24-Parganas, hereinafter called and the **“DEVELOPER/ SECOND PARTY”** (which term or expression shall unless repugnant to the context be deemed to mean and include his heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors and successors-in-interest) of the **SECOND PART**.

WHEREAS one Sri Subir Sarkar, son of Late Sudhir Chandra Sarkar while being the owner of the adjacent land measuring about 4 (Four) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. morefully and particularly described in the **SCHEDULE- ‘A’** written hereunder, sold and conveyed the said land to Smt. Gitanjali Chakraborty the mother of the **OWNER** herein on 03.08.1991 by virtue of a registered Sale Deed registered before District Sub-Registrar Alipore and recorded in Book No. I, Volume No. 196, Pages No. 100 to 109, Bing No. 12338 for the year 1991.

AND WHEREAS after purchasing the said land measuring about 4 (Four) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. morefully and particularly as described in the **SCHEDULE ‘A’** written hereunder said Smt. Gitanjali Chakraborty the mother of the **OWNER** herein mutated her name in the records of Kolkata

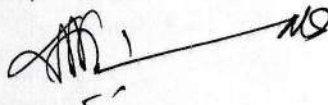


Municipal Corporation and the said land has been numbered as **Premises No. 176, Sardar Para, Assessee No. 31-111-21-0176-0**, morefully and particularly described in the **SCHEDULE 'A'** hereunder, which is free from all encumbrances mortgages, charges, liens, attachment, trust, acquisition, requisition, lispences whatsoever however.

AND WHEREAS said Gitanjali Chakraborty by love and affection gifted and donated her absolute ownership of the said land measuring about 4 (Four) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. and a brick built tile shed structure standing thereon measuring about 300 (Three hundred) Sq.ft. morefully and particularly described in the **SCHEDULE 'A'** written hereunder, and the **OWNER** herein accepted the said gifted property which is free from all encumbrances, mortgages, charges, liens, attachment, trust, acquisition, requisition, lispences whatsoever however and the said Deed of Gift was registered in the Office of A.D.S.R. Alipore and entered into Book No. I, CD Volume No. 8, Pages No. 2380 to 2392, Deed No. 547 for the year 2011.

AND WHEREAS by virtue registered Deed of Gift the **OWNER** herein become the absolute Owner of the plot of land known as **K.M.C. Premises No. 176, Sardar Para**, within **K.M.C. Ward No. 111**, measuring land area of **4 (Four) Cottahs 8 (Eight) Chittaks** alongwith a tile shed measuring an area of 300 (Four) Sq.ft. as described in the **SCHEDULE - 'A'** below.

AND WHEREAS the present **OWNER** herein becomes the absolute Owner/possessor of All That the said plot of land measuring an area of **4 (Four) Cottahs 8 (Eight) Chittaks** more or less together with existing tile shed total area of 300 (Three hundred) Sq.ft. standing thereon, **situated in Mouza - Brahmapur, J.L. No. 48, R.S. No. 176, Pargana - Magura, comprising in R.S. Dag No. 934, under R.S. Khatian No. 972**, within the limits of The Kolkata Municipal Corporation Ward No. 111, known as **K.M.C. Premises No. 176, Sardar Para, Assessee No. 31-111-21-0176-0**, Police



Station – Bansdroni, P.O. Bramhapur, Kolkata- 700096, as described in the **SCHEDULE – A** below.

AND WHEREAS the present **OWNER** has now decided to develop the **SCHEDULE – 'A'** mentioned property to construct thereon a Ground plus Three storied building with lift facility, comprising several residential flats on the different floors, and Car Parking Space on Ground Floor but due to paucity of fund, lack of technical knowledge, experience in the field of construction, has now decided to do the same by appointing a **DEVELOPER**, who is financially and technically sound to construct a Ground Plus Three storied building with lift facility upon the aforesaid property as per the sanction building plan to be sanctioned from The Kolkata Municipal Corporation at the cost of the Developer herein.

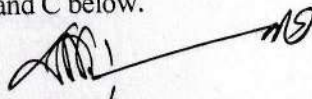
AND WHEREAS the **DEVELOPER** herein, coming to know the facts of such desire of the **OWNER** herein, has made a proposal for the development of the said property before the **OWNER**. The **OWNER** after necessary investigation and thorough understanding with the **DEVELOPER** herein, has agreed to develop the said premises by the **DEVELOPER**. Both the Parties hereto have mutually analysed, discussed, agreed and now the **DEVELOPER** and **OWNER** desire to enter into this registered Development Agreement for the construction of a new **Ground plus Three storied building with Lift facility** upon the aforesaid property as per the sanction building plan under certain terms and conditions which has been decided by and between the Parties herein, without involving the **OWNER** in the matter of the hazards of construction as mentioned below and also as per Specification of the proposed Construction of the building annexed herewith marked as **Annexure -X**.

AND WHEREAS the **DEVELOPER** i.e. the party of the **SECOND PART** herein has agreed to make the construction of the proposed **Ground plus Three storied building with Lift facility** in flat systems for residential and other purposes and exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc. after giving the **OWNER**, as the **OWNER'S ALLOCATION**. The **OWNER** shall get from the **DEVELOPER** only one Flat being Flat No.A/1 on First Floor South-West side of the proposed building, two complete Flat on second Floor of the proposed building being Flat No.B/2 on Second Floor South-East side of the proposed building

Handwritten signature and initials, possibly 'MS' or similar, written in black ink.

and Flat No.C/2 on Second Floor North-West side of the proposed building and another Flat being Flat No.C/3 on Third Floor (Top Floor) North-West side of the proposed building. The OWNER shall also get only one Car Parking Space on the Ground Floor of proposed building measuring an area of 135 (One hundred and thirty five) Sq.ft. (as per Developer's Choice). It is noted that the OWNER shall get the non-refundable amount of Rs.1,00,000/- (Rupees One lac) only at the time of signing of this Agreement as mentioned in the memo below. The OWNER shall also enjoy the undivided proportionate share of land and also the other common rights and facilities of the proposed building as mentioned in the SCHEDULE "A" and "C" herein below. This is called the OWNER'S ALLOCATION as mentioned in the SCHEDULE "B" herein below.

AND WHEREAS the Party of the SECOND PART i.e. DEVELOPER herein shall Two Flats on First Floor i.e. Flat No.B/1 on First Floor South-East side of the proposed building, Flat No.C/1 on First Floor North-West side of the proposed building, one complete Flat being Flat No.A/2 on second Floor South-West side of the proposed building and another two complete Flat on Third Floor being Flat No.A/3 on Third Floor South-West side of the proposed building and Flat No.B/3 on Third Floor South-East side of the proposed building. The DEVELOPER shall also get the rest Ground Floor area of the proposed building (excluding Owner's Allocated one Car Parking space) having right to use part of the same as commercial purposes by converting the use of the same as commercial one in accordance with law from the K.M.C. Rest portion on Ground Floor vacant space of the building (excluding Car parking Space and/or any commercial space) to be used by both the DEVELOPER and the OWNER herein as common Mandatory Space. The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The Party of the SECOND PART shall erect the entire proposed Ground plus Three storied building at its cost and its supervision and labour to be erected as per annexed Specification on the SCHEDULE - 'A' property and also as per the said sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the DEVELOPER shall collect the entire money from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as the cost of the land in connection with the said flats etc. The DEVELOPER shall enjoy the undivided proportionate share of land and common rights as mentioned in the SCHEDULE - A and C below.



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

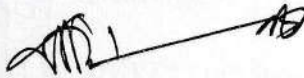
1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNER** : shall mean the party of the **FIRST PART** herein namely **SRI SAPTARSHI CHAKRABORTY, (PAN -ALWPC3186C), (Aadhaar No. 8755 6358 1209)**, son of Late Dipak Chakraborty, by Faith - Hindu, by Occupation - Service, by Nationality - Indian, residing at 1/48, Ashoke Nagar, Post Office - Netaji Nagar, Police Station - Netaji Nagar, Kolkata - 700 040, District - South 24-Parganas and their legal heir/heirs, executor/executors, administrator/administrators, and legal representative/ representatives.
 - (b) **DEVELOPER** : shall mean "**M/S UMA ENTERPRISE**", a sole proprietorship concern, having its office at E/41, Baghajatin, Post Office - Baghajatin, Police Station - Patuli, Kolkata - 700 086, District - South 24-Parganas, being represented by its sole proprietor namely **SRI DIPANKAR MAJUMDER**, son of Sri Dulal Aditya Majumder, residing at E/41, Baghajatin, Post Office - Baghajatin, Police Station - Patuli, Kolkata - 700 086, District - South 24-Parganas for the time being and his legal heirs, representatives, administrators and assigns.
 - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
 - (d) **PREMISES** : shall mean the Property measuring total land area of **4 (Four) Cottahs 8 (Eight) Chittaks** more or less together with existing tile shed total area of 300 (Three hundred) Sq.ft. standing thereon, situated in **Mouza - Brahmapur, J.L. No. 48, R.S. No. 176, Pargana - Magura, comprising in R.S. Dag No. 934, under R.S. Khatian No. 972**, within the limits of The Kolkata Municipal Corporation Ward No. 111, known as **K.M.C. Premises No. 176, Sardar Para, Assessee No. 31-111-21-0176-0**, Police Station - Bansdroni, P.O. Bramhapur, Kolkata- 700096, District - South 24-Parganas, as mentioned and described in the **SCHEDULE 'A'** hereunder written.



- (e) **BUILDING** : shall mean the proposed **Ground plus Three storied building with lift facility** to be constructed on the said premises as per sanction residential building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office – XI.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, stair ways, passages ways, driveways, common lavatories, care taker's Room and toilet on ground Floor, meter space, water and water lines and plumbing lines, under ground water reservoir, over head water tank, water pump and motor, boundary wall, roof, lift, lift Room, lift lobby and lift well common vacant area/space on Ground Floor inside the premises and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat Owners who shall purchase the same from the **DEVELOPER and the Land Owner herein.**
- (g) **OWNER'S ALLOCATION** : The **OWNER** shall get from the **DEVELOPER** only one Flat being Flat No.A/1 on First Floor South-West side of the proposed building, two complete Flat on second Floor of the proposed building being Flat No.B/2 on Second Floor South-East side of the proposed building and Flat No.C/2 on Second Floor North-West side of the proposed building and another Flat being Flat No.C/3 on Third Floor (Top Floor) North-West side of the proposed building. The **OWNER** shall also get only one Car Parking Space on the Ground Floor of proposed building measuring an area of 135 (One hundred and thirty five) Sq.ft. (as per Developer's Choice). It is noted that the **OWNER** shall get the non-refundable amount of Rs.1,00,000/- (Rupees One lac) only at the time of signing of this Agreement as mentioned in the memo below. Immediate after sanction of the building plan a **Supplementary Agreement** (if required) shall be executed by and between the Parties for clear distribution of flats and garage or Car Parking Space between the **OWNER** and the **DEVELOPER** herein. The **OWNER** shall also enjoy the undivided proportionate share of land and also the other common rights and facilities of the proposed building as mentioned in the **SCHEDULE "A"** and **"C"** herein below. This is called the **OWNER'S ALLOCATION** as mentioned in the **SCHEDULE "B"** herein below.



- (h) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** herein shall Two Flats on First Floor i.e. Flat No.B/1 on First Floor South-East side of the proposed building, Flat No.C/1 on First Floor North-West side of the proposed building, one complete Flat being Flat No.A/2 on second Floor South-West side of the proposed building and another two complete Flat on Third Floor being Flat No.A/3 on Third Floor South-West side of the proposed building and Flat No.B/3 on Third Floor South-East side of the proposed building. The **DEVELOPER** shall also get the rest Ground Floor area of the proposed building (excluding Owner's Allocated one Car Parking space) having right to use part of the same as commercial purposes by converting the use of the same as commercial one in accordance with law from the K.M.C. Rest portion on Ground Floor vacant space of the building (excluding Car parking Space and/or any commercial space) to be used by both the **DEVELOPER** and the **OWNER** herein as common Mandatory Space. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The Party of the **SECOND PART** shall erect the entire proposed **Ground plus Three storied building with Lift facility** at its cost and its supervision and labour to be erected as per annexed Specification and also as per the sanction residential building plan to be sanctioned by The Kolkata Municipal Corporation of his plos as described in the **SCHEDULE - 'A'** below and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats and Car Parking Space etc. The **DEVELOPER** shall enjoy the undivided proportionate share of land and all common rights as mentioned in the **SCHEDULE - A and C** below.
- (i) **THE ARCHITECT/PLANNER** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the proposed building on the said premises.
- (j) **BUILDING PLAN** : would mean such plan prepared by the Planner for the construction of the building to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.



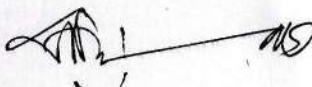
- (k) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
3. **THE OWNER DECLARES** as follows:
- (a) That he is the absolute owner and seized and possessed of and/or well and sufficiently entitled to the said property as described in the **SCHEDULE 'A'** below for proposed construction.
- (b) That the said property is free from all encumbrances and the **OWNER** has a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.
- (c) That the said entire property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. **THE OWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the **OWNER** has hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said Premises to be constructed by the **DEVELOPER** in accordance with the sanction residential building plan/plans to be sanctioned by The Kolkata Municipal Corporation of the **SCHEDULE 'A'** property exclusively owned by the **OWNER** herein.
- (b) (i) **OWNER'S ALLOCATION** : the **DEVELOPER** shall give the **OWNER** as the **OWNER'S ALLOCATION** as described in the **SCHEDULE 'B'** hereunder



written and rest sale proceeds etc., of the project shall be enjoyed by the **DEVELOPER** herein.

(ii) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** shall enjoy the Developer's Allocation as described in the **SCHEDULE-D** below.

- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval of building plan and its alternation/modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the **DEVELOPER** for and in the name of the **OWNER** at the cost of **DEVELOPER** and if any alteration/modification of making further plans for proposed construction are required, the **OWNER** shall give such written permission to the **DEVELOPER** without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOPER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNER** in his name and on his behalf in connection with any or all of the matters aforesaid and the **OWNER**, in such circumstances, shall give assistance/co-operation/ signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.
- (e) That the **DEVELOPER** shall erect the proposed building in the said Premises as per sanction residential building plan and for the same the **OWNER** shall put his signature as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the Developer's portion together with proportionate undivided share of land and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for



construction of a **Ground plus Three storied building with Lift facility** thereon in accordance with the said sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** immediate after amalgamation of the **SCHEDULE 'A'** property exclusively owned by the **OWNER** herein.

- (g) The **DEVELOPER** shall construct the building and also supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by it for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property as mentioned in the **SCHEDULE 'A'** below and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.
- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of its allocation i.e. **DEVELOPER'S ALLOCATION** in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the name of the **OWNER** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNER** shall not raise any objections for it on the contrary the **OWNER** shall give full co-operations for facilitating the proposed project.
- (j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building at the said premises in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** and as well as building specifications annexed herewith and the **DEVELOPER** shall take all the responsibility and risk regarding the construction

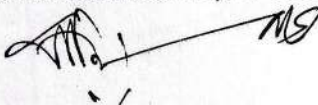


of the proposed building and further covenant to complete the said building within **40 (Forty) months from the date of sanction of the building plan and also from the date of taking over vacant possession of the SCHEDULE mentioned property whichever is later and a maximum 6 (Six) months grace period.** It is noted that the **DEVELOPER** at his own cost shall take the mutation of B.L. & L.R.O., conversation of land nature as 'Bastu', Land ceiling and mutation of K.M.C. on the total property at his own cost on behalf of the **OWNER**. The **DEVELOPER** shall clear up and pay the proportionate outstanding taxes. Present classification of the land is "Shali" in nature. The **DEVELOPER** shall convert the nature of the land as "Bastu" from "Shali" at his cost.

- (k) That the **DEVELOPER** shall install in the said building at its own costs, pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things, Lift and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon.
5. **THE OWNER HEREBY AGREE AND COVENANT WITH THE DEVELOPER** as follows:-
- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the **DEVELOPER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.
- (iii) The **OWNER** shall positively give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making construction work of the proposed building as per sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** within 1 (One) month from the date of sanction of the building plan.

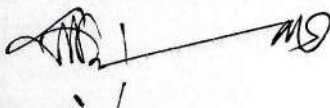
- (iv) The **DEVELOPER** shall sell all the flats etc. of the proposed building, as the **DEVELOPER'S ALLOCATION** only (strictly excluding the Owner's Allocation) as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said premises and the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** only as per the terms and conditions as within mentioned and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyances, Deeds or Agreement for Sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.
- (v) The **OWNER** hereby empowers and authorizes the **DEVELOPER** to do this project for promotion in connection with the said property as described in the schedule hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc.
6. **THE OWNER HEREIN EXECUTES THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:**

The **OWNER** herein namely, **SRI SAPTARSHI CHAKRABORTY**, (PAN – **ALWPC3186C**), (Aadhaar No. **8755 6358 1209**), son of Late Dipak Chakraborty, by Faith – Hindu, by Occupation – Service, by Nationality – Indian, residing at 1/48, Ashoke Nagar, Post Office – Netaji Nagar, Police Station – Netaji Nagar, Kolkata – 700 040, District – South 24-Parganas, do hereby appoint “**M/S UMA ENTERPRISE**”, (PAN : **AMUPM3072C**), a sole proprietorship concern,

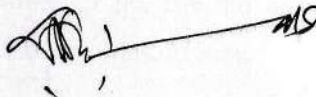


having its office at E/41, Baghajatin, Post Office - Baghajatin, Police Station - Patuli, Kolkata - 700 086, District - South 24-Parganas, being represented by its sole proprietor namely **SRI DIPANKAR MAJUMDER, (PAN : AMUPM3072C), (Aaadhaar No.7300 6870 9450)**, son of Sri Dulal Aditya Majumder, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at E/41, Baghajatin, Post Office - Baghajatin, Police Station - Patuli, Kolkata - 700 086, District - South 24-Parganas, as his Constituted lawful Attorney on his behalf to do the following acts in respect of his property as mentioned in the **SCHEDULE- 'A'** as mentioned below:

- i. To look after and manage the total property on behalf of the **OWNER**.
- ii. To appear and act in all the Courts such as Civil or Criminals, Originals, Revisional or Appellate Courts and also in the Registration Offices and in any other Office of Government, in the Office of The Kolkata Municipal Corporation or any other Municipality, Improvement Trust, The Kolkata Metropolitan Development Authority, Commissioner of any Division or District Board, Panchayat or any other office or Local Authority on behalf of me and for such purpose my said Attorney may accept service of any summons or any notice issued by any authority, shall be received by my said Lawful Attorney.
- iii. To sign and verify and plaint, written, statements, petition of claim and objection, memorandum of Appeal and petition and application of all kinds and to file them relating to the aforesaid properties as mentioned in the **SCHEDULE** hereunder written in any such Court or Office.
- iv. To appoint, engage on my behalf any Advocate, Pleader, Solicitors, Revenue Agent or any other legal practitioner whenever my said Attorney shall think proper to do so and to discharge and/or terminate his appointments.
- v. To cause mutation of my said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and/or in the office of B.L. & L.R.O. and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and



- Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corporation and also to the B.L. & L.R.O. as and when necessary on my behalf and also sign all the papers, forms etc. on my behalf to make conversion the land nature as 'Bastu' and also to do the Land Ceiling on my behalf for my property.
- vi. To demarcate or delineate my said property that be necessary for the said purpose by virtue of a Deed of Boundary Declaration or any other Declaration or Deed of Rectification to be registered before the concerned registering authority and/or to sewer any affidavit related thereto.
- vii. To deposit the revenue for my said property in The Kolkata Municipal Corporation or in any Government Department and to pay all charges and the local taxes for the properties.
- viii. To sign all the plans to be submitted before the concerned authority/authorities for the sanction of the building plan, revised building Plan and/or modified Plan and/or completion Building Plan or any other building plan for my said total property and sign all the papers related thereto and to sign the same on my behalf the modified or revised Plan and submit the same before The Kolkata Municipal Corporation for sanction and then to get delivery the same along with the Completion Certificate and also Completion Plan of the building on my behalf from The Kolkata Municipal Corporation and execute any affidavit related thereto and also sign, execute and register any Deed of Declaration to be required for the same related to my said property.
- ix. To sign drainage and sewerage Plan of the property and submit the same before the Kolkata Municipal Corporation in respect of the Premises and to sign all other papers related thereto.
- x. To sign the Plan for taking water connection from The Kolkata Municipal Corporation in respect of the said Premises as mentioned in the Schedule below and also to sign all the papers related thereto and also sign all the papers, forms or



documents for taking connection of electric and installation of electric meter for this project.

- xi. To look after and to control all the affairs for the development of the said land and construction of a new Ground plus Three storied building which shall be erected as per sanction building Plan to be sanctioned by The Kolkata Municipal Corporation or other approval of the Government Authority at the cost of the **DEVELOPER** and the **DEVELOPER** shall sign and execute on behalf of the owner all the Declaration Deed or any other Declaration as mentioned in the **SCHEDULE** below related thereto and registrar the such document as per requirement for the interest of the proposed project.
- xii. To sign, execute and submit all Development Plans, Documents, Statements, Papers, Undertakings, Declarations, may be required for necessary sanction, modification and/or alteration of sanctioned plans by the appropriate authority and other appropriate authorities after signing from the Land Owners.
- xiii. To appear and represent on behalf of the **PRINCIPAL** i.e. **LAND OWNER** herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal Police, necessary Departments of Government of West Bengal, in connection with the modification and/or alteration of Development plans for the above mentioned property and also for the interest of the proposed project.
- xiv. To pay fees for obtaining the sanction of the building plan, modification of plan and such other orders and permissions from the necessary authorities on behalf of the landowner as required for sanction, modification and/or alteration of the Development Plan and also to submit and take delivery of title, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as my Attorney shall think fit and proper.
- xv. To receive the excess amount of fees, if any, paid for the purpose of sanction and/or modification and/or alteration of the revised and/or completion building plan to be sanctioned from the authority or authorities.



- xvi. To develop the said property by making construction of such type of building or buildings thereon as the said Attorney may deem fit and proper.
- xvii. To apply for obtaining electricity gas, water, sewerage and drainage, telephone or other connections or obtaining electric meter or any other utility to the said property and /or to make alteration therein and to disconnect the same and for that purpose to sign, execute and submit all papers, applications, documents and plans related thereto on behalf of the **OWNER** and submit the same before the concerned authority/ authorities for such connection of electric, drainage and sewerage, water, telephone, gas, connection etc. and to execute and sign all paper plan for sanction drainage and sewerage connection of the said entire property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on my behalf.
- xviii. To apply for and obtain building materials from the concerned authorities for consumption of the building on the said property as aforesaid.
- xix. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.
- xx. To appear and represent us before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.
- xxi. To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum against the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE - D** of this registered Development Agreement below and the **DEVELOPER** shall do all the acts in the Premises and the **DEVELOPER** shall get the **DEVELOPER'S ALLOCATION** as within mentioned.
- xxii. To collect advance or part payment or full consideration money from the intending purchasers of the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE - D** of this registered Development Agreement, alongwith the proportionate share of land and grant receipt in favour of the interested persons/persons who are interested to take possession of the flat/ flats etc. in lieu of satisfactory consideration.



- To advertise in different news papers and display, hoarding in different places, and also to engage agency or agencies for giving possession of the Developer's Allocation alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the **Developer's Allocation** as mentioned in this registered Development Agreement to any Third Party or parties at any consideration price to be fixed up only by the **DEVELOPER**.
- xxiv. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats and/or Car Parking Space, if any including proportionate land share of the said **DEVELOPER'S ALLOCATION** alongwith the proportionate share of land at my said premises or any part thereof and for that purpose to sign and execute all deeds, as my said Attorney shall think fit and proper as per this registered Development Agreement.
- xxv. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained and to sign all the papers and documents for installation of lift in the building.
- xxvi. To receive part or full consideration sum against the Developer's Allocation as mentioned in this registered Development Agreement from the intending purchasers and acknowledges the receipt of the same.
- xxvii. To appear and represent me before any Notary Public, office of the Additional District Sub-Registrar and District Sub-Registrar offices at Alipore, Addl. Registrar of Assurance/s at Kolkata, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to execute and register any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Amalgamation, if registered Deed of Boundary Declaration and or any kind of instrument writing executed and signed by the said Attorney in any manner concerning the said property as per this registered Development Agreement in connection with the **DEVELOPER'S ALLOCATION** only and present the same before the Registrar for registration.

A handwritten signature and initials, possibly 'MS', are written in black ink at the bottom center of the page.

- xxviii. To take necessary steps for registration of the Developer's Allocation as mentioned in this registered Development Agreement or any part alongwith the proportionate share of land by the Developer i.e. the Attorney herein.
- xxix. To convey, prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
- xxx. To file and defend suits, cases, appeals and applications of whatsoever nature for and on my behalf or to be institute preferred by or any person or persons in respect of the said property.
- xxxi. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof in respect of the entire Premises.
- xxxii. To sign, declare and/or affirm any plaints, written statements petitions, affidavits, verifications, vokatatnamas, warrant of Attorney Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.
- xxxiii. To deposit and withdraw fee, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

The Attorney i.e. the **DEVELOPER** shall do all other acts on behalf of the **OWNER** in respect of the said property by virtue of this Power of Attorney.

7. **THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE OWNER** as follows :-

- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.
- (ii) To complete the construction of the building **within 40 (Forty) months from the date of sanction of the building plan and also from the date of taking over vacant possession of the SCHEDULE 'A' & SCHEDULE-'A-1' mentioned property whichever is later and a maximum 6 (Six) months grace period.** It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have



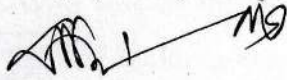
liberty to extend the time for a maximum period of another 6 (Six) months as grace period over and above the 'Force Meajure' period. If the Developer fails to complete the building within the stipulated period of **40 (Forty) months** except the 'Force Meajure' period, a monthly penalty of Rs.15,000/- (Rupees Fifteen Thousand) only is to be paid by the **DEVELOPER** to the **OWNER** per month as penalty beyond the stipulated period till the date of handing over Owner's Allocated portion.

- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the **OWNER** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (v) **Completion time of the project shall be 40 (Forty) months from the date of sanction of the building plan and also from the date of taking over vacant possession of the SCHEDULE 'A' mentioned property whichever is later and a maximum 6 (Six) months grace period..**
- (vi) The Developer on behalf **OWNER** shall mutate and record the name of the **OWNER** in the record of K.M.C. and also in the record of the B.L. & L.R.O. at his cost and responsibilities and shall pay all the outstanding K.M.C. taxes with arrears including pending G.R., if any, upto the date of signing this agreement The Developer shall do the conversion of the land nature as 'Bastu' and also take the Land Ceiling of the land for the proposed project.
- (vii) Thereafter such tax upto the period of handing over of **Owners' Allocation** shall be borne by the Developer.
- (viii) The complete construction - specification shall be part of this Agreement under annexure X.
- (ix) After completion of the entire Building and thereafter after completion of registration of entire Developer's Allocation in favour of the intending Purchaser/s, the **DEVELOPER** shall deliver all the original Documents, K.M.C. and B.L. & L.R.O. Mutation Certificate, Conversion Certificate, Land Ceiling and other Tax Receipts to the Flat Owners of the building and / or their Association if it is formed.



8. **MUTUAL COVENANT AND INDEMNITIES :-**

- (i) The **OWNER** hereby undertakes that the **DEVELOPER** shall be entitled to the entire proposed construction excluding the **Owner's Allocation** and shall enjoy his Allocation without interference or disturbances from the Owner's end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The **OWNER** is executing and registering a Development Power of Attorney by these presents in favour of the **DEVELOPER** to complete the project and also register all the Deeds including Agreement for Sale and Conveyance Deeds in respect of **DEVELOPER'S ALLOCATION** in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** (strictly excluding the Owner's Allocation) and the **OWNER** shall join in the same when he shall be called for, if required.
- (iii) The **OWNER** shall hand over the Original Title Deeds and Link Deeds, K.M.C. Mutation Certificate, R.O.R. (Parcha) and any other original papers in respect of the property to the **DEVELOPER** at the time of execution of the agreement and the **DEVELOPER** shall grant receipt for the same in favour of the **OWNER**. The said Deed/s shall be handed over to the **OWNER** before the other Flat Owners after completion of the project.
- (iv) The **DEVELOPER** on behalf of the **OWNER** shall clear up all the previous outstanding taxes of K.M.C. including pending G.R., if any. After taking possession of the **OWNERS' ALLOCATION** in the said building the **OWNER** shall have to pay the necessary maintenance of the building and also the proportionate taxes. The **DEVELOPER** shall pay the taxes for the period of construction of the building in respect of building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (v) The **OWNER** shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.

Handwritten signature and initials, possibly 'MS', written in black ink.

- (vi) During construction if any accident or any kind of incident occurs, the **DEVELOPER** shall remain liable to pay the financial cost and pay all the compensation thereof and the **OWNER** shall not be liable for the same.
- (vii) In case of any damage during construction in neighbourhood building, the **DEVELOPER** shall be responsible for its costs. In case of any litigation except the title of the property during construction, the **DEVELOPER** shall bear the cost.

9. **JURISDICTION OF COURT:**

If any dispute is arisen the same shall be adjudicated through courts and all courts shall be within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

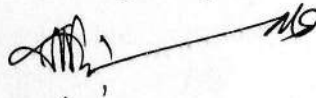
SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)
SCHEDULE – 'A'

ALL THAT piece and parcel of a plot of land measuring an area of 4 (Four) Cottahs 8 (Eight) Chittacks 0 (Zero) Sq.ft. more or less together with a tile shed structure measuring an area of 300 (Three hundred) sq.ft. having cemented flooring standing thereon, whereon a new ground plus three storied building with lift facility shall be erected as per sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation Borough Office – XI after demolishing the existing structure, situated in Mouza - Brahmapur, J.L. No. 48, R.S. No. 176, Pargana – Magura comprising in R.S. Dag No. 934, under R.S. Khatian No. 972, within the limits of The Kolkata Municipal Corporation Ward No. 111, known as **K.M.C. Premises No. 176, Sardar Para**, having **Assessee No. 31-111-21-0176-0**, Post Office- Bramhapur, Police Station – Bansdroni, Kolkata-700096, District – South 24-Parganas. The entire property is butted and bounded by :

<u>ON THE NORTH</u>	:	Premises no. 177, Sardar Para;
<u>ON THE SOUTH</u>	:	20'-0" wide K.M.C. Road;
<u>ON THE EAST</u>	:	Property of Kamal Kumar Mukherjee;
<u>ON THE WEST</u>	:	Property of Sabita Mukherjee.

SCHEDULE – 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

The **OWNER** shall get from the **DEVELOPER** only one Flat being Flat No.A/1 on First Floor South-West side of the proposed building, two complete Flat on second Floor of the proposed building being Flat No.B/2 on Second Floor



South-East side of the proposed building and Flat No.C/2 on Second Floor North-West side of the proposed building and another Flat being Flat No.C/3 on Third Floor (Top Floor) North-West side of the proposed building. The OWNER shall also get only one Car Parking Space on the Ground Floor of proposed building measuring an area of 135 (One hundred and thirty five) Sq.ft. (as per Developer's Choice). It is noted that the OWNER shall get the non-refundable amount of Rs.1,00,000/- (Rupees One lac) only at the time of signing of this Agreement as mentioned in the memo below. Immediate after sanctioned of the building plan a **Supplementary Agreement** (if required) shall be executed by and between the Parties for clear distribution of flats and garage or Car Parking Space between the OWNER and the DEVELOPER herein. The OWNER shall also enjoy the undivided proportionate share of land and also the other common rights and facilities of the proposed building as mentioned in the SCHEDULE "A" above and SCHEDULE "C" herein below. This is called the OWNER'S ALLOCATION.

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

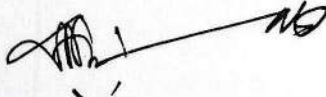
1. All stair-cases and stair landings on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appurtenances and appurtenances to be enjoyed by the Co-owners.
5. Roof, of the building, Parapet wall of the building are for the purpose of common services and right, Caretaker's Room and toilet on ground Floor, Lift, Lift Lobby, Lift Room and lift Well.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting.
8. Drainages and sewerages including man-hole, junction pits etc. and drive way.



9. Boundary walls, main gate and/or side gates if any.
10. Vacant space on Ground Floor inside the premises.
11. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

SCHEDULE – 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

The **DEVELOPER** herein shall **Two Flats on First Floor i.e. Flat No.B/1 on First Floor South-East side of the proposed building, Flat No.C/1on First Floor North-West side of the proposed building, one complete Flat being Flat No.A/2 on second Floor South-West side of the proposed building and another two complete Flat on Third Floor being Flat No.A/3 on Third Floor South-West side of the proposed building and Flat No.B/3 on Third Floor South-East side of the proposed building. The DEVELOPER shall also get the rest Ground Floor area of the proposed building (excluding Owner's Allocated one Car Parking space) having right to use part of the same as commercial purposes by converting the use of the same as commercial one in accordance with law from the K.M.C. Rest portion on Ground Floor vacant space of the building (excluding Car parking Space and/or any commercial space) to be used by both the DEVELOPER and the OWNER herein as common Mandatory Space. The Party of the SECOND PART i.e. the DEVELOPER shall erect the entire proposed Ground plus three storied building with Lift facility at its cost and its supervision and labour to be erected as per annexed Specification on the SCHEDULE – 'A' property and also as per the said sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the DEVELOPER shall collect the entire money from the sale of the DEVELOPER'S ALLOCATION which shall be sold to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as cost of land in connection with the said flats etc. The DEVELOPER shall enjoy the undivided proportionate share of land and common rights as mentioned in the SCHEDULE - A and SCHEDULE - C below.**



IN WITNESS WHEREOF the parties herein put their respective hand and seals on this day, month and year first above written.

WITNESS:

1. Abhejil Kumar Mishra
69/1, Baghajatin Place
Kolkata - 700086

~~2. Somesh Mishra
Advocate~~

~~High Court
Calcutta~~

3. Gitanjali Chakraborty
1/48 Ashoknagar
Kol-40

Saptanki Chakraborty

SIGNATURE OF THE OWNER

UMA ENTERPRISE

Girankar Mejunder (Sm)
Proprietor

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:

Debes Kumar Misra (MS)
(MR. DEBES KUMAR MISRA)
ADVOCATE [Enrollment No.F/364/329/1989]
HIGH COURT, CALCUTTA

Resi-cum-Chamber : 69/1, Baghajatin
Place, Kolkata - 700 086.
PH-9830236148(D.K.M.),
Email:debeskumarmisra@gmail.com
9051446430(Somesh),
Email:mishrasomesh08@gmail.com
9836115120(Tapesh),
Email:tapesh.mishra85@gmail.com

ANNEXTURE : X

SCHEDULE OF WORK
(SPECIFICATION OF THE BUILDING CONSTRUCTION)

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

A. Schedule Work Regarding Structure And Brick Works :

(i) R.C.C. with 1:2:4 cement concrete (Cement shall be used : Ultratech, or Lafarge or equivalent (ii) Durgapur TMT Bar 500 to be used as Iron in the building (iii) All external wall will be 8"/10" thickness and internal wall will be 3"/5" thickness as per requirement (use Dr. Fixit or Sika on Kitchen and Washroom flooring). Best quality picket bricks to be used in project

- B.**
1. Vitrified tiles in Bed Room, Drawing, Dining, Verandah (Jonson/Somany & Kajaira brand)
 2. Vitrified tiles flooring in Kitchen, Toilet mat finish vitrified tiles and Marble in stair and Stair case (Jonson/ Somany and Kajaria).
 3. Sal Wood Door frame.
 4. Factory made ply Flush Door Shutter (water proof). Main door with sanmica finish (use necessary hardware make Godrej or Ozone).
 5. Aluminum sliding window with straight grill.
 6. Putti in inside wall and Stair case (Berger).
 7. Glazed tiles Up to 6 ft. height in toilet wall, 4' ft. height in kitchen on black stone kitchen platform (Branded).
 8. Concealed Electrical wiring with copper wires, Three (2+1) Light points and Fan, Two Plug point one each in Bed Room, Drawing/Dining Room, 15A plug point in Drawing/Dining & Toilet including switch and switch board as necessary, 1 Geyser point in one Toilet, one A.C. point in any one Bed Room and cable point in Living Dining Room. (Havels / Polycab wire shall be used). (Modular switchboard made by carafy)
 9. Concealed water supply line with supreme PVC pipes or any other branded quality.
 10. White pan, basin & commode (Hindware).
 11. Steel Sink in Kitchen (Jindal).
 12. Black stone kitchen platform in kitchen.
 13. Synthetic enamel paint in door shutter (Berger).
 14. Weather coat paint in out side wall (Berger).
 15. Verandah railing up to window seal height 3' Fit.
 16. Roof treatment shall be by net cement work (Sika / Dr. Fixit Latex).

NOTE : Any extra work other than the Work Schedule (without any deviation of the Sanctioned Building Plan) required by the Owners herein, shall be done at their own cost and expenses.

UMA ENTERPRISE

Saptashi Chakrabaty

Gipankar Majumder (Am)
Proprietor

MEMO OF CONSIDERATION

RECEIVED the sum of Rs.1,00,000/- (Rupees One Lac) only from the DEVELOPER herein as non-refundable amount as mentioned in the Owner's' Allocation of this Agreement in the manner followings :-

Saptanshi Chakraborty

Sl. No.	Date	Cheque No.	Name of the Bank and Branch	Amount Rs.
1.	23.05.2023	130642	Punjab National Bank, Kolkata Sammilani Mahavidyal Bg.	Rs.1,00,000.00
Total:				<u>Rs.1,00,000.00</u>

(Total Rupees One Lac only)

WITNESS :

1. Abhejit Kumar Mishra
69/1, Baghejiti Place
Kolkata - 700086

Saptanshi Chakraborty
SIGNATURE OF THE OWNER

~~2. Somad Mishra~~
~~Awarate~~
~~High Court~~
~~Kolkata~~


Advocate

PHOTO		Thumb	1 st finger	Middle finger	Ring finger	Small finger
	left hand					
	right hand					











Name

Signature

		Thumb	1 st finger	Middle finger	Ring finger	Small finger
	left hand					
	right hand					

Name... SAPTARSHI CHAKRABORTY

Signature Saptarshi Chakraborty

		Thumb	1 st finger	Middle finger	Ring finger	Small finger
	left hand					
	right hand					

Name... DIPANKAR MAJUMDER

Signature Dipankar Majumder (Dm)

PHOTO		Thumb	1 st finger	Middle finger	Ring finger	Small finger
	left hand					
	right hand					

Name

Signature



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



192023240065090408

GRN Details

GRN: 192023240065090408 Payment Mode: SBI Epay
GRN Date: 22/05/2023 21:14:24 Bank/Gateway: SBIEpay Payment Gateway
BRN : 8888580037919 BRN Date: 22/05/2023 21:14:46
Gateway Ref ID: 5118979216 Method: Punjab National Bank - Retail and Corporate NB
GRIPS Payment ID: 220520232006509039 Payment Init. Date: 22/05/2023 21:14:24
Payment Status: Successful Payment Ref. No: 2001297523/1/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Somesh Mishra
Address: High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Mobile: 8017593682
EMail: umaenterprise28@gmail.com
Period From (dd/mm/yyyy): 22/05/2023
Period To (dd/mm/yyyy): 22/05/2023
Payment Ref ID: 2001297523/1/2023
Dept Ref ID/DRN: 2001297523/1/2023

Payment Details

Sl. No.	Payment Ref.No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001297523/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	6971
2	2001297523/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	1028
			Total	7999

IN WORDS: SEVEN THOUSAND NINE HUNDRED NINETY NINE ONLY.

Major Information of the Deed

Deed No :	I-1604-06236/2023	Date of Registration	24/05/2023
Query No / Year	1604-2001297523/2023	Office where deed is registered	
Query Date	21/05/2023 8:00:43 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017593682, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 43,33,503/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,071/- (Article:48(g))	Rs. 1,060/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



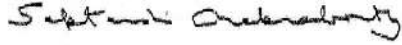
District: South 24-Parganas, P.S:- Bansdroni, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sardar Para, , Premises No: 176, , Ward No: 111 Pin Code : 700096

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	4 Katha 8 Chatak	1/-	42,52,503/-	Width of Approach Road: 20 Ft.,
Grand Total :				7.425Dec	1 /-	42,52,503 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	81,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	1 /-	81,000 /-	




and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Saptarshi Chakraborty Son of Late Dipak Chakraborty Executed by: Self, Date of Execution: 24/05/2023 , Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office	 <small>24/05/2023</small>	 <small>LTI 24/05/2023</small>	 <small>24/05/2023</small>
1/48, Ashoke Nagar, City:- , P.O:- Netajinagar, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: alxxxxxx6c, Aadhaar No: 87xxxxxxxx1209, Status :Individual, Executed by: Self, Date of Execution: 24/05/2023 , Admitted by: Self, Date of Admission: 24/05/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Messrs Uma Enterprise E/41, Baghajatin, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 , PAN No.:: AMxxxxxx2C,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
	Shri Dipankar Majumder (Presentant) Son of Shri Dulal Aditya Majumder Date of Execution - 24/05/2023 , , Admitted by: Self, Date of Admission: 24/05/2023, Place of Admission of Execution: Office	 <small>May 24 2023 1:03PM</small>	 <small>LTI 24/05/2023</small>	 <small>24/05/2023</small>
E/41, Baghajatin, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India PIN:- 700086, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx2C, Aadhaar No: 73xxxxxxxx9450 Status : Representative, Representative of : Messrs Uma Enterprise (as Sole Proprietor)				

Officer Details :

Name	Photo	Finger Print	Signature
Mr Somesh Mishra Son of Mr D K Misra High Court, Calcutta, City-Kolkata, P.O.- GPO, P.S.-Hare Street, District-Kolkata, West Bengal, India, PIN- 700001			
	24/05/2023	24/05/2023	24/05/2023

Identifier Of Shri Saptarshi Chakraborty, Shri Dipankar Majumder

Transfer of property for L1

SLNo	From	To. with area (Name-Area)
1	Shri Saptarshi Chakraborty	Messrs Uma Enterprise-7.425 Dec

Transfer of property for S1

SLNo	From	To. with area (Name-Area)
1	Shri Saptarshi Chakraborty	Messrs Uma Enterprise-300.00000000 Sq Ft

On 24-05-2023

Certificate of Admissibility (Under W.B. Registration Rules 1962)

Admissible under the West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4 (g) of Indian Stamp Act, 1899.

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

Presented to the Registrar at 11:45 hrs on 24-05-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Shri Somesh Mishra.

Certification 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 4,00,000/-.

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

Execution is admitted on 24/05/2023 by Shri Saptarshi Chakraborty, Son of Late Dipak Chakraborty, 1/48, Ashoke Nagar, P.O: Netajinagar, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession Service

Identified by Mr Somesh Mishra, , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, 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 24-05-2023 by Shri Dipankar Majumder, Sole Proprietor, Messrs Uma Enterprise (Sole Proprietorship), E/41, Baghajatin, City:- , P.O:- Baghajatin, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India PIN:- 700086

Identified by Mr Somesh Mishra, , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, 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 1,060.00/- (B = Rs 1,000.00/- ,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 1,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/05/2023 9:14PM with Govt. Ref. No: 192023240065090408 on 22-05-2023, Amount Rs: 1,028/-, Bank: SBI EPay (SBlePay), Ref. No. 8888580037919 on 22-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 100.00/- by online = Rs 6,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 22539, Amount: Rs.100.00/-, Date of Purchase: 19/05/2023, Vendor name: SMRITI BIKASH DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/05/2023 9:14PM with Govt. Ref. No: 192023240065090408 on 22-05-2023, Amount Rs: 6,971/-, Bank: SBI EPay (SBlePay), Ref. No. 8888580037919 on 22-05-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 190657 to 190694
being No 160406236 for the year 2023.



Digitally signed by ANUPAM HALDER
Date: 2023.05.30 16:28:07 +05:30
Reason: Digital Signing of Deed.

(Handwritten signature)

(Anupam Halder) 2023/05/30 04:28:07 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)