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पश्चिम बंगाल WEST BENGAL

AC 576006

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

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Addl. District Sub-Registrar
Behala, South 24 Parganas

18 DEC 2019

DEVELOPMENT CUM POWER OF ATTORNEY

THIS MEMORANDUM OF DEVELOPMENT CUM POWER OF ATTORNEY is made on this the 9th day of DECEMBER, TWO THOUSAND AND NINETEEN (2019).

BETWEEN

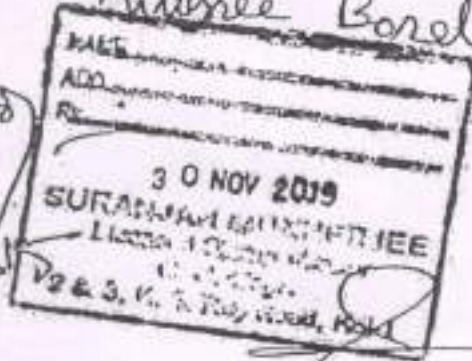
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Mitunree Borel Akash Adv.

D. S. PROPERTIES

Partner



H.C. Cal-1

30 NOV 2019
30 NOV 2019

ATI of Renewal taken
By the Pen of Mitunree Borel Akash
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Rekha Lakal

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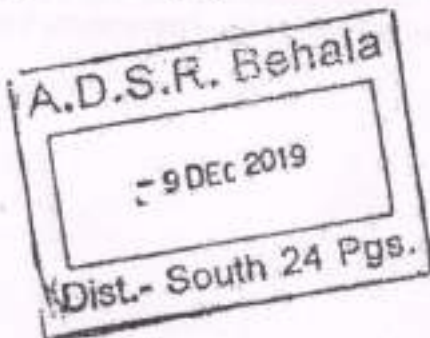
Supriya Bhattacharya

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Anshu Bhattacharya

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Abhinava Bhattacharya

17614

AIOKE Bhattacharya

- 1) **SRI BENU LAL TAKAL**, PAN NO. BJKPT8830R and AADHAR NO. 3424 5769 8795, son of Late Panchu Gopal Takal, by faith Hindu, by Occupation Business, by Nationality Indian, presently residing at Nangi Mora, Village and Post Office Parbangla, Police Station Maheshtala, District South 24 Parganas, Kolkata 700140, West Bengal.
- 2) **SMT. REKHA TAKAL**, PAN NO. BJKPT8880K and AADHAR NO. 9515 4177 3922, wife of Late Sri Benu Lal Takal, by faith Hindu, by Occupation Housewife, by Nationality Indian, presently residing at Village and Post Office Parbangla, Police Station Maheshtala, District South 24 Parganas, Kolkata 700140, West Bengal.

All the above named persons under **SERIAL NUMBER 1 AND 2** hereinafter collectively called and referred to as the "**OWNERS/FIRST PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, heiresses, successors, survivors, executors, administrators, legal representatives, transferees, nominees and assigns) of the **FIRST PART**.

AND

- 3) **SRI. ANUBHAB BHATTACHARYA**, PAN NO. CEMPB7944C and AADHAR NO. 7882 2426 3668, son of Late Ashoke Bhattacharya @ Asok Bhattacharya, Grandson of Late Anil Ranjan Bhattacharya, by faith Hindu, by Occupation Service, by Nationality Indian, permanent resident of Parbangla, Post Office Nangi Parbangla, via Batanagar, Police Station Maheshtala, District 24 Parganas (South), Kolkata 700140, West Bengal also resident of 152 Bandirpur Road, Kolkata 700070.
- 4) **SRI ABHINABA BHATTACHARYA**, PAN NO. EGDPB2975N and AADHAR NO. 2339 6389 2409, son of Late Asok Bhattacharya, Grandson of Late Anil Ranjan Bhattacharya, by faith Hindu, by Occupation Service, by Nationality Indian, permanent resident of Parbangla, Post Office Parbangla, via Batanagar, Police Station Maheshtala, District 24 Parganas (South), Kolkata 700140, West Bengal also resident of 99A Chakdha Govt. Colony-A, Purba Putiary, Kolkata 700093.
- 5) **SRI ALOKE BHATTACHARJEE**, PAN NO. DINPD6133D and AADHAR NO. 6221 1666 1888, son of Late Anil Ranjan Bhattacharjee @ Anil Ranjan Bhattacharya, by faith Hindu, by Occupation Business, by Nationality Indian, permanent resident of Nangi Parbangla, Post Office Parbangla, via Batanagar, Police Station Maheshtala, District 24 Parganas (South), Kolkata 700140, West Bengal.
- 6) **SRI TAPAN BHATTACHARJEE**, PAN NO. BNNPB5576M and AADHAR NO. 6555 1516 2225, son of Late Anil Ranjan Bhattacharjee @ Anil Ranjan Bhattacharya, by faith Hindu, by Occupation Business, by Nationality Indian, permanent resident of Nangi Parbangla, Post Office Parbangla, via Batanagar, Police Station Maheshtala, District 24 Parganas (South), Kolkata 700140, West Bengal.
- 7) **SRI CHANDAN BHATTACHARYA**, PAN NO. AHOPB7008E and AADHAR NO. 4168 8889 7242, son of Late Anil Ranjan Bhattacharyya @ Anil Ranjan Bhattacharya, by faith Hindu, by Occupation Business, by Nationality Indian, permanent resident of Nangi Parbangla, Post Office Parbangla, via Batanagar, Police Station Maheshtala, District 24 Parganas (South), Kolkata 700140, West Bengal.



17611

Chandra Bhattacharya



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Tapan Bhattacharya



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~~17606~~

Sudipto Bhattacharya



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Sanku Bhattacharya



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17607

Pitambar Choudhury



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Mitun Borah
MITUSREE BORAH GHOSH

A.D.S.R. Behala
- 9 DEC 2019
Dist.- South 24 Pgs.

ADVOCATE
CALCUTTA HIGH COURT
WB / 1374 / 2003

8) **SRI SUPRIYO BHATTACHARYA**, PAN NO. AKPPB6673N and AADHAR NO. 3943 5378 0286, son of Late Anil Ranjan Bhattacharya by faith Hindu, by Occupation Business, by Nationality Indian, permanent resident of Nangi Parbangla, Post Office Parbangla, via Batanagar, Police Station Maheshtala, District 24 Parganas (South), Kolkata 700140, West Bengal.

9) **SRI SUSANTA BHATTACHARJEE**, PAN NO. ADPPB7336N and AADHAR NO. 4354 9959 2549, son of Late Anil Ranjan Bhattacharjee @ Anil Ranjan Bhattacharya, by faith Hindu, by Occupation Business, by Nationality Indian, permanent resident of Parbangla, Post Office Parbangla, via Batanagar, Police Station Maheshtala, District 24 Parganas (South), Kolkata 700140, West Bengal also resident of Vidyasagar Pur, Paschim Medinipur, West Bengal 721305.

All the above named persons under **SERIAL NUMBER 3 TO 9** hereinafter collectively called and referred to as the **"OWNERS/SECOND PARTY"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, heiresses, successors, survivors, executors, administrators, legal representatives, transferees, nominees and assigns) of the **SECOND PART**.

AND

10) **D S PROPERTIES**, PAN NO. AALFD7797C and REGISTRATION NO. LB1116 being a partnership firm registered under The Indian Partnership Act, 1932 having its registered office at 9/1, Old Post Office Street, Ground Floor, (Opp. Calcutta High Court, Gate No G), Kolkata 700 001 represented by one of the partners **SRI ARUN SHARMA**, PAN NO. ALS6302C and AADHAR NO. 3454 9215 7758, son of Late Dhanik Sharma, by Nationality Indian, by Faith Hindu, by Occupation Business of 49M, Swinhoe Lane, Post Office and Police Station Kasba, Kolkata 700042, District South 24 Parganas.

Above partnership firm under **SERIAL NUMBER 10** hereinafter called and referred to as the **"OWNER/THIRD PARTY"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, successors, survivors, executors, administrators, legal representatives, nominees, substitute or substitutes, transferees, successors-in-office, successor-in-interest and assigns) of the **THIRD PART**.

AND

D S PROPERTIES, PAN NO. AALFD7797C and REGISTRATION NO. LB1116 being a partnership firm registered under The Indian Partnership Act, 1932 having its registered office at 9/1, Old Post Office Street, Ground Floor, (Opp. Calcutta High Court, Gate No G), Kolkata 700 001 represented by one of the partners **SRI ARUN SHARMA**, PAN NO. ALS6302C and AADHAR NO. 3454 9215 7758, son of Late Dhanik Sharma, by Nationality Indian, by Faith Hindu, by Occupation Business of 49M, Swinhoe Lane, Post Office and Police Station Kasba, Kolkata 700042, District South 24 Parganas, hereinafter called and referred to as the **"DEVELOPER/FOURTH PARTY"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, successors, survivors, executors, administrators, legal representatives, nominees, substitute or substitutes, transferees, successors-in-office, successor-in-interest and assigns) of the **FOURTH PART**.

AND

SRI PITANGSHU CHAKRABORTY, PAN NO. AIRPC4102G and AADHAR NO. 9250 8881 8593, sole proprietor of **'CHAKRABORTY ENTERPRISE'**, son of Himangshu Chakraborty, by faith Hindu, by Nationality Indian, by Occupation Business, of West Jagtala, Post Office and Police Station Maheshtala, Kolkata 700141, District South 24 Parganas, hereinafter called and referred to as the **"PARTNER/FIFTH PARTY"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, successors, survivors, executors, administrators, legal representatives, nominees, substitute or substitutes, transferees, successors-in-office, successor-in-interest and assigns) of the **FIFTH PART**.

The **OWNERS/OWNER** party of the **FIRST PART**, **SECOND PART** and **THIRD PART**, **DEVELOPER** party of the **FOURTH PART** and the **Partner** party of the **FIFTH PART** shall hereinafter be collectively referred to as **"Parties"** and individually as a **"Party"**.

WHEREAS the 1st Party of the **FIRST PART** being Owner No. (1) **SRI BENU LAL TAKAL**, son of Late Panchu Gopal Takal residing at Village and P. O. Parbangla, P. S. Maheshtala, District South 24 Parganas, hereto have absolute seized and possessed of or otherwise sufficiently entitled to as the owner of **ALL THAT** piece and parcel of Danga Land measuring more or less 6 (Six) Cottahs 11 (Eleven) Chatak at Parbangla, P. S. Maheshtala, District South 24 Parganas, lying and situated at Mouza Parbangla, J. L. NO. 49, Touzi No. 343, R. S. Dag No. 44, Pargana Balia, R. S. Khatian No. 136, L. R. Khatian No. 1417, Dag no. 264, within the limits of Maheshtala Municipality, Ward no. 31, Holding No. F3-190/1/NEW, B. B. T. Road on Left side towards Kolkata, which was duly purchased by the 1st Party of the **FIRST PART** being Owner No. (1) from the erstwhile owner and possessor namely Bimala Rani Dutta Malakar, wife of Bindu Dutta Malakar by virtue of Sale Deed which was duly registered at A. D. S. R. BEHALA, Dist. 24 Parganas (South) and Recorded in Book No. 1, Volume No. 29, Pages 355 to 362, Being no. 1736, in the year 1993.

AND WHEREAS the 2nd Party of the **FIRST PART** being Owner No. (2) **SMT. REKHA TAKAL**, wife of Sri Benu Lal Takal, residing at Village and P. O. Parbangla, P. S. Maheshtala, District South 24 Parganas, hereto have absolute seized and possessed of or otherwise sufficiently entitled to as the owner of **ALL THAT** piece and parcel of Danga land measuring more or less 6 (Six) Cottahs 13 (Thirteen) Chatak at Parbangla, P. S. Maheshtala, District South 24 Parganas, lying and situated at Mouza Parbangla, J. L. NO. 49, Touzi No. 343, R. S. Dag No. 44, Pargana Balia, R. S. Khatian no. 136, L. R. Khatian no. 1416, Dag no. 264, within the limits of Maheshtala Municipality, Ward no. 31, Holding no. F3-190/2/NEW, B. B. T. Road on Left side towards Kolkata, which was duly purchased by the 2nd Party of the **FIRST PART** being Owner No. (2) from one Manimohon Dutta Malakar, son of Late Sudhir Chandra Dutta Malakar by virtue of Sale Deed which was duly registered at A. D. S. R. BEHALA, District 24 Parganas (South) Recorded in Book No. 1, Volume No. 29, Pages 8 to 16, Being No. 1537, in the year 1993.

AND WHEREAS parties of the **FIRST PART** herein being Owner No. (1) and Owner No. (2) by virtue of Sale Deed Being no. 1736 dated 18/03/1993 and Sale Deed Being no. 1537 dated 18/03/1993 respectively were became the absolute joint owners and possessors in respect joint land **ALL THAT** the piece and parcel of Danga Land total measuring about 13 Cottahs 7 Chittacks at Parbangla, P. S. Maheshtala, District South 24 Parganas, lying and situated at Mouza Parbangla, J. L. NO. 49, Touzi No. 343, R. S. Dag No. 44, Pargana Balia, R. S. Khatian no. 136, L. R. Khatian no. 1416 and 1417, Dag no. 264, within the limits of Maheshtala Municipality, Ward no. 31, Holding No. F3-190/1/NEW and

F3-190/2/NEW, B. B. T. Road on Left side towards Kolkata, hereinafter referred to as the "First Parties Property".

AND WHEREAS one Anil Ranjan Bhattacharya (since deceased) being the grandfather of Owners No. (3) and (4) namely Anubhav Bhattacharya and Abhinava Bhattacharya (son of late Asok Bhattacharya) and the father of the Owners No. (5) to (9) namely Alok Bhattacharya, Tapan Bhattacharya, Chandan Bhattacharya, Supriyo Bhattacharya and Susanta Bhattacharya, by virtue of two numbers of Registered Deed of Conveyances executed on 19. 04. 1954 by one Nagendra Nath Paul as Vendor being Deed No. 2676 and another duly executed on 22. 04. 1955 being Deed No. 3148, both the Registered Deed of Conveyance duly executed in the Office of the S. R. Alipore Sadar and by virtue of two numbers of Registered Deed of Conveyances executed on 19. 04. 1954 and 22. 04. 1955 the said Anil Ranjan Bhattacharya (since deceased) became the sole and absolute owner and seized and possessed the Bastu Land ALL THAT the piece and parcel of Land total measuring about more or less 9 Cottahs 12 Chittacs, along with structure standing thereon lying and situate at C. S. AND R. S. Dag No. 263, L. R. Dag No. 263/728 of C. S. AND R. S. Khatian No. 201, L. R. Khatian No. 2686, 2688, 2689, 2690, 2691, 2692, 2694, 2695, 2685, 2687 and 2693 in Mouza- Parbangla, J. L. No. 18 now 49, Touzi No. 343, within the limit of Maheshtala Municipality Ward no. 31, having Holding No. F4-8/167/1-2, Parbangla Bat Tala Road, P. S. Maheshtala, District- 24 Parganas (South), Kolkata - 700140, West Bengal, hereinafter referred to as the "Second Parties Entire Property".

AND WHEREAS the said Anil Ranjan Bhattacharya (since deceased) got his name mutated and/or recorded in the assessment records of the Maheshtala Municipality in respect of the Second Parties Entire Property and also paid taxes and levies for the same.

AND WHEREAS while absolute seized and possessed of the Second Parties Entire Property which measuring more or less 9 Cottahs 12 Chittacs, said Anil Ranjan Bhattacharya died intestate on 8th January, 1997, leaving behind him his widowed wife namely Santi Sudha Bhattacharya, seven sons namely Alok Bhattacharya, Tapan Bhattacharya, Chandan Bhattacharya, Supriyo Bhattacharya, Susanta Bhattacharya being Owners No. (5) to (9) herein, Dipak Bhattacharya and Asok Bhattacharya being the late father of Owners No. (3) and (4) and three daughters namely Chinmayee Bhattacharya, Krishna Roy Chowdhury (nee Bhattacharya), Banani Banerjee (nee Bhattacharya) as his surviving legal heirs and successors.

AND WHEREAS on death of the said Anil Ranjan Bhattacharya, his legal heirs jointly inherited the Second Parties Entire Property by virtue of law of inheritance, each having undivided 1/11th undivided share in the same.

AND WHEREAS thereafter Santi Sudha Bhattacharya (nee Bhattacharjee), Dipak Bhattacharya (nee Bhattacharjee) and Chinmayee Roy chowdhury (nee Bhattacharya or nee Bhattacharjee), transferred their total 3/11th undivided share in respect of Second Parties Entire Property in favour of Alok Bhattacharya, Tapan Bhattacharya, Chandan Bhattacharya, and Supriyo Bhattacharya, being Owners No. (4) to (7) herein, by virtue of Deed of Gift, duly executed on 17. 03. 2015 vide Gift Deed No. 3076, recorded in Book No. I, CD Volume no. 5, Pages no. 1214 to 1239, at D S R - II, Alipore, South 24 Parganas.

AND WHEREAS Asok Bhattacharya, son of Anil Ranjan Bhattacharya died intestate on 11/03/2018 leaving behind his two son as his only legal heirs namely Anubhav Bhattacharya and Abhinava

Bhattacharya being Owners No. (3) and (4) herein respectively as the wife of late Asok Bhattacharya namely Sharbani Bhattacharya died before the demise of Asok Bhattacharya. Those save and except Anubhav Bhattacharya and Abhinava Bhattacharya, late Asok Bhattacharya have no other legal heirs or representative and thus being the legal heirs of late Asok Bhattacharya, Anubhav Bhattacharya and Abhinava Bhattacharya are jointly entitle for Asok Bhattacharya's 1/11th share only in respect of Second Parties Entire Property.

AND WHEREAS thus the two grandsons of Late Anil Ranjan Bhattacharya namely Anubhav Bhattacharya and Abhinava Bhattacharya being sons of late Asok Bhattacharya jointly and five sons Late Anil Ranjan Bhattacharya namely Alok Bhattacharya, Tapan Bhattacharya, Chandan Bhattacharya, Supriyo Bhattacharya and Susanta Bhattacharya, being Owners No. (5) and (9) herein, and two daughters of Late Anil Ranjan Bhattacharya namely Krishna Roy Chowdhury (nee Bhattacharya) and Banani Banerjee (nee Bhattacharya) are became the absolute co-owners of undivided 1/11th share each by way of inheritance in respect of the said Second Parties Entire Property and Alok Bhattacharya, Tapan Bhattacharya, Chandan Bhattacharya and Supriyo Bhattacharya, being Owners No. (5) to (8) herein, by virtue of inheritance as well as by virtue of the aforementioned Deed of Gift were became the joint owners and/or co-owners of undivided 7/44th share each in respect of the said Second Parties Entire Property and all are in absolute seized and peaceful possession thereof free from all encumbrances.

AND WHEREAS after demise of late Anil Ranjan Bhattacharya, the Owners No. (3) and (4) as legal heirs of late Asok Bhattacharya jointly and the Owners No. (5) to (9) herein along with Krishna Roy Chowdhury (nee Bhattacharya) and Banani Banerjee (nee Bhattacharya), all being the legal heirs of late Anil Ranjan Bhattacharya were became the absolute co-owners and jointly seized and possessed the Second Parties Entire Property measuring about 9 Cottahs 12 Chittacks.

AND WHEREAS the Owners No. (5) to (9) herein along with Krishna Roy Chowdhury (nee Bhattacharya) and Banani Banerjee (nee Bhattacharya) and late Asok Bhattacharya got their names mutated in the assessment records of the Maheshtala Municipality in respect of the Second Parties Entire Property and also paid taxes and levies for the same.

AND WHEREAS after demise of the said Anil Ranjan Bhattacharya, Krishna Roy Chowdhury (nee Bhattacharya) and Banani Banerjee (nee Bhattacharya) being the legal heirs and daughters of Anil Ranjan Bhattacharya, were became the sole and absolute co-owners of undivided 1/11th share each by way of law of inheritance and jointly seized and possessed the undivided 2/11th share in respect of the Second Parties Entire Property, i.e. ALL THAT of undivided Bastu Land measuring about 1 Cottahs 12 Chittacs 37 Square Feet out of total 9 Cottahs 12 Chittacks of Bastu Land, lying and situate at in C. S. AND R. S. Dag No. 263, L. R. Dag No.263/728 of C. S. AND R. S. Khatian No. 201, L. R. Khatian No. 2686, 2688, 2689, 2690, 2691, 2692, 2694, 2695, 2685, 2687 and 2693, in Mouza-Parbangla, J. L. No. 18 now 49, Touzi No. 343, within the limit of Maheshtala Municipality Ward no. 31, having Holding No. F4-8/167/1-2, Parbangla Bat Tala Road, P. S. Maheshtala, District- 24 Parganas (South), Kolkata - 700140, free from all encumbrances.

AND WHEREAS in respect to develop the First Parties Property, the First Party herein being Owners No. (1) and (2) executed Development Agreement With Power Of Attorney dated 26/09/2014 in favour of the party of the FIFTH PART being the Partner herein and at the time of execution Development Agreement With Power Of Attorney dated 26/09/2014 the First Party

herein being Owners No. (1) and (2) jointly and/or severally received due consideration money from the Fifth Party which admit and acknowledge by them under Memo of Consideration attached therein which was refundable and adjustable at the time of handover the possession of the owners allocation to the First Parties by the Developer after completion of the multi-storied building on the First Parties Property by the Developer i.e. the party of the FIFTH PART herein as applicable, which was duly registered under Book No. 1, CD Volume No. 27, Page No. 4718 to 4744, Being No. 08486 for the year 2014 at ADSR, Behala and thus after having aforementioned Development with Power Agreement the party of the FIFTH PART became the Developer in respect of the First Parties Property.

AND WHEREAS Owners No. (1) and (2) also received moneys from the Partner after execution of the Development Agreement With Power Of Attorney dated 26/09/2014 which was also refundable and adjustable at the time of handover the possession of the owners allocation to the Owners First Parties by the Developer after completion of the multi-storied building on the First Parties Property by the Developer i.e. the party of the FIFTH PART herein. That the Fifth Part paid to the parties of the First Part all total an amount of Rs. 8,90,000/- (Rupees Eight Lacks Ninety Thousand) Only which more fully and particularly described and mentioned in "Schedule D" hereunder written which will refundable and adjustable at the time of handover the possession of the owners allocation to the Owners First Parties by the Developer.

AND WHEREAS in respect to develop the Second Parties Property, the Owners No. (5) to (9) being the party of the SECOND PART herein and the late father of the Owners No. (3) and (4) namely Asok Bhattacharya along with Krishna Roy Chowdhury (nee Bhattacharya) and Banani Banerjee (nee Bhattacharya) being the legal heirs and daughters of Anil Ranjan Bhattacharya, executed Development Agreement dated 04/06/2015 in favour of the FIFTH PART being the Partner herein, in respect of the Second Parties Property upon received due consideration money by some of the Second Parties which admit and acknowledge by them under Memo of Consideration mentioned therein which was refundable and adjustable at the time of handover the possession of the owners allocation to the Second Parties by the Developer after completion of the multi-storied building on the Second Parties Property by the Developer i.e. the party of the FIFTH PART herein as applicable, which was duly registered under Book No. 1, Volume No. 1607 - 2015, Page No. 13182 to 13217, Being No. 160704244 for the year 2015 at ADSR, Behala and thereafter executed Development Power of Attorney dated 16/06/2015, which was duly registered under Book No. 1, Volume No. 1607 - 2015, Page No. 23153 to 23173, Being No. 160704617 for the year 2015 at ADSR, Behala and thus after having aforementioned Development Agreement and Development Power of Attorney dated 16/06/2015 the FIFTH PART became the Developer in respect of the Second Parties Property.

AND WHEREAS some of the Owners of the Second Part herein received moneys from the party of the Partner after execution of the Development Agreement and Development Power Of Attorney dated 16/06/2015 which was also refundable and adjustable at the time of handover the possession of the owners allocation to the Second Parties by the Developer after completion of the multi-storied building on the Second Parties Property by the Developer i.e. the party of the FIFTH PART herein. That the Fifth Part paid to some of the parties of the Second Part all total an amount of Rs. 17, 41,200/- (Rupees Seventeen Lacks Forty-One Thousand Two Hunderd) Only which more fully and particularly described and mentioned in "Schedule E" hereunder written which will

refundable and adjustable at the time of handover the possession of the owners allocation to the Owners Second Parties by the Developer.

AND WHEREAS those save and except Anubhav Bhattacharya and Abhinava Bhattacharya, late Asok Bhattacharya have no other legal heirs or representative and being the legal heirs of Asok Bhattacharya, Anubhav Bhattacharya and Abhinava Bhattacharya are jointly entitle for Asok Bhattacharya's 1/11th share only in the newly constructed building constructed or developed on the Second Parties Property as mentioned herein under and if any further claim arose in respect of Asok Bhattacharya's share in the newly constructed building constructed on the Second Parties Property then Anubhav Bhattacharya and Abhinava Bhattacharya were jointly or severally remain responsible and liable for the same and no liability will impose upon any parties to this Development Agreement and the Owners No. 3 and 4 herein have no objection thereof.

AND WHEREAS the First Parties Property and the Second Parties Properties are the adjacent properties and thus the Owners No. (1) to (2) and the Owners No. (5) to (9) and the late father of the Owners No. (3) and (4) namely Asok Bhattacharya being the party of the FIRST PART execute and enter into a Notarised Deed of Exchange with Amalgamation dated 4th July, 2018, with the FIFTH PART herein, whereby and where under First Parties and some parties of the Second Parties that the Owners No. (1) to (2) and the Owners No. (5) to (9) and the late father of the Owners No. (3) and (4) namely Asok Bhattacharya amalgamated their entire respective properties i.e. First Parties Property and Second Parties Entire Property into a Single Property being ALL THAT piece and parcel of Danga Land and/or Bastu Land total measuring about more or less 23 Cottahs 4 Chittacks within Maheshtala Municipality Holding No. F3-190/1/NEW, B. B. T. Road on Left side towards Kolkata and Holding No. F3-190/2/NEW, B. B. T. Road on Left side towards Kolkata and Maheshtala Municipality Holding No. F4-8/167/1-2, Parbangla Bat Tala Road, under P. S. Maheshtala, District South 24 Parganas, Kolkata - 700140, within the limit of Maheshtala Municipality Ward no. 31, lying and situated at Mouza Parbangla, Pargana Balia, J. L. NO. 49, Touzi No. 343, appertaining to R. S. Dag no. 264 and 263, R. S. Khatian No. 136 and 201, L. R. Dag No. 264 and 263/728, L. R. Khatian No. 1417, 1416, 2686, 2688, 2689, 2690, 2691, 2692, 2694, 2695, 2685, 2687 and 2693 within the jurisdiction of the Office of the District Sub Registrar Alipore and Additional District Sub Registrar, Behala.

AND WHEREAS though the party of the FIFTH PART took the responsibility to develop the Schedule Property by constructing multi-storied Building thereon but unable to develop the First Parties Property and Second Parties Entire Properties due to unavoidable circumstances and shortage of money.

AND WHERAS in the mean time Krishna Roy Chowdhury (nee Bhattacharya) and Banani Banerjee (nee Bhattacharya) while in absolute seized and possessed and have good marketable right, title, interest and ownership vide Registered Deed of Conveyances Being No. _____ dated _____ registered and executed before ADSR, Behala as Owners/Vendors therein sold, convey, transfer, assign and assure the Purchaser/Vendee therein namely D S PROPERTIES being the party of the Third Part herein Owner No. (10) herein, and also party of the Fourth part herein, their undivided 2/11th share in respect of the Second Parties Entire Property i.e. ALL THAT undivided Bastu Land measuring about 1 Cottahs 12 Chittacs 37 Square Feet, out of total 9 Cottahs 12 Chittacks of Bastu Land, lying and situate at In C. S. AND R. S. Dag No. 263, L. R. Dag No.263/728 of C. S. AND R. S. Khatian No. 201, L. R. Khatian No. 2686, 2688, 2689, 2690, 2691, 2692, 2694, 2695, 2685, 2687 and

2693, in Mouza- Parbangla, J. L. No. 18 now 49, Touzi No. 343, within the limit of Maheshtala Municipality Ward no. 31, having Holding No. F4-8/167/1-2, Parbangla Bat Tala Road, P. S. Maheshtala, District- 24 Parganas (South), Kolkata - 700140.

AND WHEREAS after the said purchase D S PROPERTIES being Owner No. (10) herein became the sole and absolute owner in respect of ALL THAT undivided Bastu Land measuring about 1 Cottahs 12 Chittacs 37 Square Feet, out of total 9 Cottahs 12 Chittacks of Bastu Land, lying and situate at in C. S. AND R. S. Dag No. 263, L. R. Dag No. 263/728 of C. S. AND R. S. Khatian No. 201, L. R. Khatian No. 2686, 2688, 2689, 2690, 2691, 2692, 2694, 2695, 2685, 2687 and 2693, in Mouza- Parbangla, J. L. No. 18 now 49, Touzi No. 343, within the limit of Maheshtala Municipality Ward no. 31, having Holding No. F4-8/167/1-2, Parbangla Bat Tala Road, P. S. Maheshtala, District- 24 Parganas (South), Kolkata - 700140, hereinafter referred to as the "Third Party's Property".

AND WHEREAS after the purchase of the "Third Party's Property" by the Third Party herein i.e. D S PROPERTIES being Owner No. (10) herein from Krishna Roy Chowdhury (nee Bhattacharya) and Banani Banerjee (nee Bhattacharya), Second Parties Entire Property reduce to 7 Cottahs 15 Chittacs 8 Square Feet, more or less, and thus the late Asok Bhattacharya, father of the Owners No. (3) and (4) and the Owners No. (5) to (9) are became the absolute joint owners and in joint possession and enjoyment of Bastu Land ALL THAT the piece and parcel of Land total measuring about more or less 7 Cottahs 15 Chittacs 8 Square Feet, out of total 9 Cottahs 12 Chittacks of Bastu Land, lying and situate at C. S. AND R. S. Dag No. 263, L. R. Dag No. 263/728 of C. S. AND R. S. Khatian No. 201, L. R. Khatian No. 2686, 2688, 2689, 2690, 2691, 2692, 2694, 2695, 2685, 2687 and 2693, in Mouza- Parbangla, J. L. No. 18 now 49, Touzi No. 343, within the limit of Maheshtala Municipality Ward no. 31, having Holding No. F4-8/167/1-2, Parbangla Bat Tala Road, P. S. Maheshtala, District- 24 Parganas (South), Kolkata - 700140, West Bengal, hereinafter referred to as the "Second Parties Property".

AND WHEREAS Second Parties Property and Third Party's Property are the piece and parcel of the Second Parties Entire Property which are the adjoining and/or bordering properties of First Parties Property and thus the aforementioned three properties i.e. First Parties Property, Second Parties Property and Third Party's Property being the adjacent properties and/or plot of land lying and situated side by side to each other and thus collectively became ALL THAT piece and parcel of Danga Land and/or Bastu Land altogether measuring about more or less 23 Cottahs 4 Chittacks within Maheshtala Municipality Holding No. F3-190/1/NEW, B. B. T. Road on Left side towards Kolkata and Holding No. F3-190/2/NEW, B. B. T. Road on Left side towards Kolkata and Maheshtala Municipality Holding No. F4-8/167/1-2, Parbangla Bat Tala Road, under P. S. Maheshtala, District South 24 Parganas, Kolkata - 700140, within the limit of Maheshtala Municipality Ward no. 31, lying and situated at Mouza Parbangla, Pargana Balia, J. L. NO. 49, Touzi No. 343, appertaining to R. S. Dag no. 264 and 263, R. S. Khatian No. 136 and 201, L. R. Dag No. 264 and 263/728, L. R. Khatian No. 1417, 1416, 2686, 2688, 2689, 2690, 2691, 2692, 2694, 2695, 2685, 2687 and 2693 within the jurisdiction of the Office of the District Sub Registrar Alipore and Additional District Sub Registrar, Behala.

AND WHEREAS thus all the properties of the Owners i.e. Owners No. (1) and (2) i.e. First Parties Property, Owners No. (3) to (9) i.e. Second Parties Property and Owner No. (10) i.e. Third Party's Property being contiguous to each other collectively became a Single Property being ALL THAT piece and parcel of Danga Land and/or Bastu Land total measuring about more or less 23 Cottahs 4

Chittacks within Maheshtala Municipality Holding No. F3-190/1/NEW B. B. T. Road on Left side towards Kolkata and Holding No. F3-190/2/NEW, B. B. T. Road on Left side towards Kolkata and Maheshtala Municipality Holding No. F4-8/167/1-2, Parbangla Bat Tala Road, under P. S. Maheshtala, District South 24 Parganas, Kolkata - 700140, within the limit of Maheshtala Municipality Ward no. 31, lying and situated at Mouza Parbangla, Pargana Balia, J. L. NO. 49, Touzi No. 343, appertaining to R. S. Dag no. 264 and 263, R. S. Khatian No. 136 and 201, L. R. Dag No. 264 and 263/728, L. R. Khatian No. 1417, 1416, 2686, 2688, 2689, 2690, 2691, 2692, 2694, 2695, 2685, 2687 and 2693 within the jurisdiction of the Office of the District Sub Registrar Allpore and Additional District Sub Registrar, Behala, which already amalgamated through Notarised Deed of Exchange with Amalgamation dated 4th July, 2018, which more fully and particularly described and mentioned in "SCHEDULE A" hereunder, hereinafter referred to as the **SCHEDULE PROPERTY**.

AND WHEREAS the Owners being the First Party, Second Party and Third Party herein severally and/or jointly were became the absolute several and/or joint owners and possessors in respect Schedule Property which more fully and particularly described and mentioned in "Schedule A" hereunder written.

AND WHEREAS the Owners i.e. the First Party, Second Party and Third Party being absolutely seized and possessed of the Schedule Property and otherwise well and sufficiently owners of the said Schedule Property which more fully and particularly mentioned and described in 'Schedule A' hereunder and enjoying the said Schedule Property free from all encumbrances without there being any legal impediment in respect of the right, title, interest, ownership and possession of the said Schedule Property in any nature and in any manner whatsoever.

AND WHEREAS the Owners i.e. the First Party, Second Party and Third Party jointly while absolutely being seized and possessed of the Schedule Property, for their bonafide needs and legal requirements are desirous of getting multi-storeyed Building to be constructed on the Schedule Property but the party of the Fifth Part though executed Development Agreement to develop the Schedule Property which more fully and particularly described and mentioned in "Schedule A" hereunder written but due to paucity of money fails to develop the Schedule Property by constructing multi-storied Building therein which more fully and particularly described and mentioned in "Schedule A" hereunder written.

AND WHEREAS Fifth Party unable to develop the Schedule Property and the Owners First Party and Second Party herein, has no financial capacity to develop the Schedule Property on their personal capacity but desirous to develop the same through a competent developer/promoter and thus the Owners First Party and Second Party along with the Confirming Fifth Party jointly approached the Developer herein being the Party of the Fourth Part herein and the Owner Third Part herein to develop the said Schedule Property who has financial capacity and experience in the matter of property development and building construction.

AND WHEREAS the Fifth Party herein as due to lack of money unable to develop the Schedule Property, the Fifth Party along with the First Party and Second Party had approached the Fourth Party being the Developer herein and surrender before the Fourth Party herein and express his inability, failure and unwillingness to continue with the development with the Schedule Property and eager to relinquish and surrender its each and every right, whatsoever in nature it may be, in respect of the Schedule Property in favour of the Fourth Party herein forever and absolutely and

hand over the Schedule Property together with Fifth Party's entire authority as developer in favour of Fourth Party.

AND WHEREAS Fifth Party in consideration of reimbursement of his entire expenditures and/or contribution for development of the Schedule Property, which amounting to Rs. 26,31,200/- (Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only and profit money amounting to Rs. 9, 00, 000/- (Rupees Nine Lakhs) only which togetherly, more fully and particularly described and mentioned in "Schedule F" hereunder written as relinquishment charges, in respect of relinquish its Development and all right in respect of the Schedule Property along with 2800 Square Feet constructed area (Flat and Garage) in the Schedule Property which more fully and particularly described and mentioned in "Schedule A" hereunder written, out of which 2000 Square Feet Flat and 800 Square Feet Garage will be allocated respectively to the Fifth Party by the Fourth Party in lieu of relinquish and/or surrender its development right in respect of the Schedule Property in favour of the Fourth Party herein. Fifth Party in the mean time will provide and pay and disburse entire siftings expenses of all the owners during the entire tenure of the development work carried out by the Forth Party and/or until and unless the owners will be provide with the owner's allocation by the Developer Forth Party herein and for which the Fifth Party have no objection.

AND WHEREAS by executing this Development Agreement the Fifth Part relinquish its each and every right, whatsoever in nature it may be, including its development right in respect to the Schedule Property in favour of the Fourth Part forever and absolutely which had been accrued and obtained by the Fifth Party vide various Development Agreements as mentioned above. The Fifth Party herein is incorporate as partner in this Agreement only in respect to realise his part of amount and share in the proposed constructed building as mentioned and described in Schedule "F" and Schedule "G" only and the Fifth Party never entitle for any kind of monetary consideration and/or further share or area in the entire development /constructed area constructed in the said Schedule Property save and except his proportion as mentioned in Schedule "F" and Schedule "G" only which the Fifth Party herein agreed and accepted the same. It is further clear that the Fifth Party never entitle for anything and never claim for anything out of this Agreement or out of the construction carried out in the said Schedule Property by the Forth Party save and except his proportion as mentioned in Schedule "F" and Schedule "G" only and the Fifth Party have no power or control of the development work or related thereto in respect of the Schedule Property forever and absolutely for which Fifth Party have no objection. Further the Fifth Party herein is incorporate as partner in this Agreement in respect of this Development work only and the Fifth Party have no power or control over the firm of the Forth Party and in respect of any work or activities in any nature whatsoever or howsoever of the firm of the Forth Party or any of its other activities or work of the Forth Party in respect of this Schedule Property. All right reserve in respect of this Agreement in favour of the Forth Party herein including the Status and benefit under this Agreement will be decide by the Forth party herein as full and final authority and the Fifth Party will have no objection thereof.

AND WHEREAS as the Owners First Party herein in regard to develop the said Schedule Property by the Forth Party herein and want to execute a fresh Development Cum Power of Attorney in favour of the Forth Party herein, thus immediately, the Owners First Party herein, as Executants, vide Registered Deed of Revocation of Development Agreement with Power of Attorney, Being No. dated . . . which was duly registered and executed before ADSR, Behala, revoke

and/or terminate the Development Agreement with Power of Attorney, Being No. 08486, executed on 26th day of September 2014 which executed and registered at the office of A.D.S.R, Behala executed in favour of the Fifth Party.

AND WHEREAS as the Owners Second Party herein in regard to develop the said Schedule Property by the Forth Party herein and want to execute a fresh Development Cum Power of Attorney in favour of the Forth Party herein, thus immediately, the Owners Second Party herein, as Executants, vide Registered Deed of Revocation of Development Agreement, Being No. dated , which was duly registered and executed before ADSR, Behala, revoke and/or terminate the aforesaid Development Agreement, Being No. 160704244, executed on 4th day of June, 2015 which executed and registered at the office of A.D.S.R, Behala and further the Owner's Second Party herein, as Executants, vide Registered Deed of Revocation of Development Power of Attorney, Being No. dated , which was duly registered and executed before ADSR, Behala, revoke and/or terminate the aforesaid Development Power of Attorney, Being No. 160704617, executed on 16th day of June, 2015 which executed and registered at the office of A.D.S.R, Behala both executed in favour of the Fifth Party.

AND WHEREAS the Owners being the party of the First Part and Second Part herein hereby and hereunder amicably and jointly committed to the Fourth Party that the First Party and Second Party will pay the entire amount of Rs. 26,31,200/- (Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only to the Fourth Party, developer herein, time to time which amount was received by the First Party and the Second Party from the Fifth Part herein, out of which the First Parties will pay their respective part of amount of Rs. 8,90,000/- (Rupees Eight Lacks Ninety Thousand) Only to the Fourth Part and the concerned Second Parties will pay their respective part of amount which totalling to Rs. 17,41,200/- (Rupees Seventeen Lacks Forty-One Thousand Two Hunderd) Only to the Fourth Part, which more fully and particularly described and mentioned in "Schedule D" and "Schedule E" respectively written hereunder, before taking/claiming handover the possession of the respective owners allocation from the Fourth Part being the developer herein and the said entire amount of Rs. 26,31,200/- (Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only doth hereby admit and acknowledge the same and every part thereof by the First Party and Second Party respectively in Memo of Consideration written hereunder.

AND WHEREAS the Owners being the party of the First Part and Second Part herein agreed that time to time during the tenure of construction work carried out in the Schedule Property by the Developer being the party of the Fourth Part and/or prior to getting/obtaining handover the owners' allocation from the Fourth Part, the First Party and Second Party will disburse the entire amount of Rs. 26,31,200/- (Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only which more fully and particularly described and mentioned in "Schedule D" and "Schedule E" respectively written hereunder to the Forth Party, developer herein failing which the said amount which more fully and particularly described and mentioned in "Schedule D" and "Schedule E" respectively shall be adjusted from the concern Owners Allocation and the Owners have no objection thereof.

AND WHEREAS the Owners being the party of the First Part herein had approached the Developer being the party of the Fourth Part herein to develop the said Schedule Property who has financial capability and experience in the matter of property development and building construction.

AND WHEREAS the Developer Fourth Party being a competent contractor, developer and promoter and having vast experience in construction of buildings having had the said desire of the Owners has agreed to construct multi-storied building/s on the said Schedule Property of the Owners fully mentioned in the 'Schedule A' hereunder as per sanctioned building plan approved by the competent authority and/or Maheshwala Municipality.

AND WHEREAS the Developer who has sufficient resource of money, knowledge and experience to construct such Buildings has accepted the proposal of the Owners and agreed to develop the said schedule mentioned property on the terms and conditions as agreed by and between the parties under this Development Agreement.

AND WHEREAS the present Owners are now desirous to develop the said Schedule Property by entrusting the development work of the same upon the party of the Fourth part being the Developer herein and the Developer thus after coming to know about such intention of the Owner's desire, approached the Owners to develop the said Schedule mentioned Property on the terms and conditions as mentioned under this agreement which the Owners and Partner are unanimously agreed and accept the said proposal of the Developer.

AND WHEREAS the Owners have specifically represented to the Developer that the Owners are the sole and absolute joint Owners and Possessors of the Schedule Property.

AND WHEREAS in consideration duly agreed and accepted by the Owners mentioned here under this Development Cum Power Agreement the Owners being the First Party, Second Party and Third Party hereby and hereunder by executing this Development Cum Power Agreement jointly and duly given each and every right and permission to the Developer/Fourth Party to enter upon the said land of the Schedule Property on and from the execution of this Development Cum Power Agreement and further duly entrusted and/or handover the entire possession of the said Schedule Property to the Fourth Party herein in respect to develop and/or construct multi-storied building/s on the said Schedule Property as per sanctioned building plan on its own discretion as think fit and proper by the Developer.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning or repeated use of some words in these presents, the parties hereto have agreed to definition as stated in hereunder:-

- a) **OWNERS/OWNER:** Shall mean the Owners herein of the Party hereto of the First Part, Second Part and Third Part and/or their respective legal heirs, legal representatives, successors, survivors, executors, administrators, assignees, transferees, substitute or substitutes, transferees, successors-in-office, successor-in-interest and nominees.
- b) **DEVELOPER:** Shall mean the Developer herein of the Party hereto of the FOURTH PART and/or its substitute or substitutes, its executors, administrators, legal representatives, successors, survivors, successors-in-office, successor-in-interest, assignees, nominee or nominees and/or transferees, as the case may be, and being the Developer in respect of the said Schedule Property. Whereas the FOURTH PART herein having two partners namely SRI ARUN SHARMA, son of late Dhanik Sharma, and SMT ANURADHA SHARMA, wife of Sri Arun Sharma, where both Sri Arun Sharma and Smt. Anuradha Sharma are the active partners and involve in each

and every activities of the partnership either on behalf of the other partner or on behalf of the FOURTH PART herein.

- c) **BUILDING:** The building shall mean a G+4 storied Building/s subject to increases of further stories, as Developer think fit and proper, which may be consist of one or more Tower/s and/or Block/s to be constructed according to the sanctioned Building Plan on the said Schedule Property mention in the 'Schedule' consisting of independent flats/shops/ offices/units/ spaces/car parks etc. and will be erect according to the drawings, plans and specification to be approved by the Architect and Structural Engineer which will be construct in conformity with the details of construction given in the 'Schedule H' hereunder written.
- d) **ARCHITECT:** Architect shall mean any person or firm appointed or nominated by the Developer/Fourth Party herein as Architect. License holder for the supervision of the construction of the proposed building of R.C.C. structure in accordance with the proposed sanction plan approved by the Authority concern.
- e) **BUILDING PLAN:** Building plan shall mean drawings, plans and specifications for the construction of the said building/s on the Schedule Property more fully and particularly mentioned and described in the 'Schedule A' hereunder written and shall include any renewals and/or amendments thereto and/or modifications thereof made or caused by the Developer/Fourth Party herein. The building plan, drawings and specifications and renewal or amendments shall treat as the part of the Development Agreement.
- f) **FLOOR AREA RATIO (F.A.R.):** F.A.R. shall mean the floor area ratio available for construction on the Schedule Property as per sanctioned building plan according to prevailing law.
- g) **COMMON AREA / FACILITIES / PORTIONS / AMENITIES:** Shall mean and include common roof, common balcony, roof stair ways, landing, stairways, passage ways, corridors, drive ways, common room/place, common lavatories, tube well, overhead/underground water tank/reservoir, electric meter room/place, water pump and motor room and other spaces/places and facilities whatsoever required for the egress and ingress of the building and for all other common purposes as shall be determined by the Developer and/or are subject to availability according to Sanctioned Building Plan and all other facilities which is to be attached with the proposed Building for better enjoyment of the same by the Apartment Owners/Occupiers of the said proposed Building which determined by the Developer at its sole discretion.
- h) **THE SALEBLE AREA:** Shall mean the space in the proposed building available for independent use and occupation including common portion and/or common facilities and services appurtenant thereto which means and includes Super Built-Up Area.
- i) **OWNER'S ALLOCATION:** The First Party, Second Party and Third Party will get the share in the newly constructed Building/s in the following manner which more fully and particularly mentioned and described in 'Schedule B' herein below.

The OWNER NO. (1) herein namely BENU LAL TAKAL will be allocated a flat measuring more or less 1814 square feet along with a garage measuring about 604 square feet.

The OWNER NO. (2) herein namely REKHA TAKAL will be allocated a flat measuring more or less 1814 square feet along with a garage measuring about 604 square feet.

The OWNER NO. (3) herein namely ANUBHAV BHATTACHARYA will be allocated a flat measuring about 182 square feet.

The OWNER NO. (4) herein namely ABHINAVA BHATTACHARYA will be allocated a flat measuring about 182 square feet.

The OWNER NO. (5) herein namely ALOKE BHATTACHARYA will be allocated a flat measuring more or less 672 square feet along with a garage measuring about 273 square feet.

The OWNER NO. (6) herein namely TAPAN BHATTACHARYA will be allocated a flat measuring about 672 square feet along with a garage measuring about 273 square feet.

The OWNER NO. (7) herein namely CHANDAN BHATTACHARYA will be allocated a flat measuring more or less 672 square feet along with a garage measuring about 273 square feet.

The OWNER NO. (8) herein namely SUPRIYO BHATTACHARYA will be allocated a flat measuring about 672 square feet along with a garage measuring about 273 square feet.

The OWNER NO. (9) herein namely SUSANTA BHATTACHARYA will be allocated a flat measuring about 363 square feet.

The OWNER NO. (10) herein namely D S PROPERTIES will be allocated a flat measuring more or less 1150 square feet along with a garage measuring about 150 square feet.

And further the First Party, Second Party and Third Party will be entitle for proportionate undivided impartibly share and interest over the said Schedule Property mentioned and described in 'Schedule A' herein under including the open space/land and including all common benefits and amenities which beneath to the respective Flats and/or the newly constructed G + 4 storied Building/s and use of ultimate top of the roof as common proportionately save and except the Developer's Allocation which more fully and particularly mentioned and described in the 'Schedule C' herein below. It is pertinent to mentioned here that save and except allocated specific portion meant for the Owners and Partner the remaining entire portion shall be exclusively meant for the Developer's Allocation only. That the owners are only entitling for their respective shares in the newly constructed Building/s as mentioned in the Owners Allocation. That the Owners allocation is subject to any adjustment or deduction due to any non payment of money which more fully and particularly described and mentioned in "Schedule D" and "Schedule E" respectively written hereunder and the Owners have no objection thereof.

- j) **CONFIRMING PARTY'S ALLOCATION** ; The Fifth Party will get the share in the newly constructed Building/s being piece and part of one Residential Flat and/or Apartment having 2000 Sq. ft. of super built up area together with open car parking space measuring 800 Sq. Ft. super built in the newly constructed building/s consist of one or more Tower/s and/or Block/s

constructed on the said Schedule Property which exclusively available and meant for the Confirming Fifth Party including common portion and/or common facilities and services appurtenant thereto and land beneath the building/s together with the right to use the common parts and portion and together with all easement rights attached there to, which more fully and particularly mentioned and described in 'Schedule G' herein below.

That saves and except allocated portion meant for the Owners and Partner the remaining entire portion shall be exclusively meant for the Developer's Allocation only. That the Partner shall only entitle for its respective share in the newly constructed Building/s as mentioned in the Partner's Allocation and the said Partner's Allocation is subject to any adjustment or deduction due to any nonpayment of money or any third party claim/s.

- k) **DEVELOPER'S ALLOCATION:** Save and except the allocated portion meant for the Owners and Partner, the Fourth Party will get the entire remaining F. A. R. of the newly constructed Building/s and/or remaining entire share/portion of the newly constructed Building/s constructed on the Schedule Property consist of one or more Tower/s and/or Block/s constructed according to the sanction Building Plan on the Schedule Property.

And further the Fourth Party will be entitle for proportionate undivided impartibly share and interest over the Schedule Property mentioned and described in 'Schedule A' herein including the open space/land and also all common benefits and amenities which beneath to the respective Flats and/or the newly constructed G + 4 storied Building/s and use of ultimate top of the roof as common proportionately save and except the Owner's Allocation together with proportionate undivided impartibly share and interest over the said Schedule Property mentioned and described in 'Schedule A' herein including the open space/land and also all common parts of the proposed building including proportionate interest in all common facilities which shall be transferred as per ownership basis by the Developer/ Fourth Party in favour of the intending purchasers and/or its substitute or substitutes, its executors, administrators, legal representatives, successors, survivors, successors-in-office, successor-in-interest, assignees, nominee or nominees and/or transferees, as the case may be, which more fully and particularly mentioned and described in the 'Schedule C' herein below.

- l) **TRANSFER:** Shall mean and include transfer by delivery of possession as per present laws and customs or by any other means adopted by the Developer and/or Owners for effecting transfer and/or ownership of the proposed building entire and/or part thereof and/or flats/shops/offices/units/spaces/car parks etc. to the intending purchasers against valuable consideration.
- m) **COMMEENCEMENT & DURATION:** This Development Cum Power Agreement shall be deemed to have commenced on and from the date of execution of this Development Cum Power Agreement and shall be continue to be in effect till completely sale out of all the flats/shops/offices/ units/spaces/car parks etc. to the purchasers and subsequent thereto delivery of possession of all the said flats/shops/offices/units/spaces/car parks etc. to the concern respective owners/occupiers and/or the hand over the possession of the adjustable Owner's Allocation to the Owners and if required, after formation of the Flat/Unit Owners' Association after that this Development Cum Power Agreement will be coming to an end. This Development Cum Power Agreement shall be in existence till the entire building will be

disposed of in the manner as same as all the flats/shops/offices/units/spaces/car parks etc. of the proposed new building will be completely sold out to the intending purchasers and/or entire and/or some part thereof may retain by the Owners and/or Developer for their personal uses as may think deem fit and proper by the Owners and/or Developer; as the case may be, and thus after completely dispose of the entire constructed building on such manner as stated herein under this paragraph this Development Cum Power Agreement cease to come into effect.

- n) **JURISDICTION:** Both parties hereby agree and accept to the jurisdiction of the Court within Kolkata will be the jurisdiction as per applicable law to entertain and/or try all actions suits and proceedings arising out of this agreement.
- o) **DEVELOPMENT AGREEMENT:** This Agreement constitutes the entire understanding of the parties and prevails over all other representations whether oral or in writing made prior to the date of this Agreement.
- p) **FORCE MAJEURE:** The Fourth Party herein shall not be responsible for failure to perform hereunder as agree and/or fulfil any commitment by the Fourth Party due to force majeure, which shall include to any kind of act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, strike, lock-outs, political turmoil/disturbances, abnormal rise in the prices of the building materials, non-availability of any materials, delay in getting any utility (viz. gas, electricity, water, drainage, etc.) connection from the concerned government authority/authorities and/or like nature and/or due to injunction/restrain order from any competent court of law and/or any other act or commissions beyond the control of the Fourth Party hereto including any kind of hindrance/obstacle in any nature from which the Developer prevented to develop the said Schedule Property in schedule time.
- q) **ARBITRATION:** In the event of any dispute or difference arising between the parties hereto with regard to interpretation meaning or scope of this Agreement or any rights and liabilities of the parties under the Agreement or out of the Agreement or in any manner whatsoever concerning this Agreement, the same will primarily be solved by both the parties by mutual settlement. If mutual settlement does not bring desired solution, then parties herein should first be opt for Arbitrator or Arbitrators, as the case may be, and the said dispute or difference and/or any other matter relating thereto will be refer to the Arbitrator/s as per the Arbitration and Conciliation Act, 1996 and the same shall be decided by any person/s nominated/appointed by the Developer and Owners on mutual consent agreed unanimously as Arbitrator/s under the provisions of the Arbitration and Conciliation Act, 1996 or any amendment thereto time being in force. The Arbitrator/s so appointed shall have the full power to decide the said dispute or difference and whose award/decision will be full and final and shall be binding upon both the parties herein. The venue of arbitration and other formalities shall be decided by the Arbitrator/s as per convenience of the parties and regard to costs and expenditures of the Arbitrator/s the same shall equally bear by the parties herein.
- r) **ADVOCATE:** Shall mean MR. CHAMPAK GHOSH, Advocate, High Court, Calcutta to whom the Developer, from time to time, appoint as Advocate for any legal purpose in respect of the Schedule Property and/or the Multi-storied Building/s construct on the Schedule Property and/or for all other purposes related thereto.

AND WHEREAS the Owners do hereby nominate, constitute and appoint the Developer herein to develop the said Schedule Property at the Developer's own cost and expenses by constructing Multi-storied Building/s thereon as per the sanction building plans/specifications to be approved and/or sanctioned by the competent authority and/or Maheshtala Municipality.

AND WHEREAS the parties herein have reached this Development Cum Power Agreement for the smooth completion of the development work at the Schedule Property.

AND WHEREAS this Development Cum Power Agreement sets Fourth and summarizes the mutual understanding and present intention of the Parties with respect to the possible development of the said Schedule Property and all the Parties herein are compel to abide all the terms and conditions of this Development Agreement.

AND WHEREAS the Owner's have agreed to grant to the Developer and the Developer has agree to accept from the Owner's exclusive rights of development of the Schedule Property upon the terms and subject to the conditions herein recorded.

AND WHEREAS to carry out the Development work, to do and perform all acts, deeds, matters and things required to be done by the Owners in respect to develop the said Schedule Property to enable the Developer Fourth Party to proceed with the said project smoothly and without any obstruction and also to transfer the right, title, interest and ownership of the Flats/Shops/Garage/ Units to the intending Purchaser/s from the Developer's Allocation as mentioned in the Schedule 'C' hereunder and also for execution and registration of the necessary Registered Deeds and all other documents for completion of the Development work on the said Schedule Property and to dispose of the Developer's Allocation in said Schedule Property by the Developer the Owners herein appoint the Developer Fourth Party as Agent and/or Constituted Attorney to act on behalf of the Owners and further nominate and authorised the Developer Fourth Party as the Owners true and lawful ATTORNEY with the absolute power and authorities to act and perform on behalf of the Owners.

AND WHEREAS both the Parties herein have discussed between themselves regarding the terms and conditions on which development work on the Schedule Property can be undertaken and both the parties herein have anonymously accepted the terms and conditions as written hereunder.

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the parties hereto as follows:-

- 1) That in accordance with the terms and conditions set out in this Development Cum Power Agreement and as mutually agreed upon by and between the Parties herein, the Developer hereby agrees to develop the said Schedule Property more fully and particularly mentioned and described in the 'SCHEDULE A' hereunder and the Owners hereby agree and accept the said proposal.
- 2) That the parties herein has entered into this Development Cum Power Agreement without indulging into any sort of coercion, undue-influence, misrepresentation, fraud, mistakes, etc. That the Owners and the Partner do hereby grant exclusive right to the Developer to develop

the said 'SCHEDULE A' Property in such way and manner as the Developer may deem fit and proper and the Owners and the Partner shall have no objection thereof and will render all kind of support and assistance as and when required by the Developer.

- 3) That the Owners and the Partner do hereby and hereunder give utmost and necessary consent to the Developer to do each and every acts, deeds and things as the Developer may deem fit and proper for carry out development work on the Schedule Property and for betterment of the development work on the Schedule Property to deal with any authority or authorities in any nature and in any manner whatsoever as the Developer may think deem fit and proper.
- 4) That the Owners and the Partner hereto without being influenced or provoked by anybody do hereby sign and execute this Development Cum Power Agreement and categorically declared that the Developer shall do all kind of development work and construct building/s exclusively on the 'SCHEDULE A' Property at its own mode and discretion as per sanctioned building plan in the name and style of the Developer/Developer Firm or any other name and style as Developer may think fit and proper.
- 5) That the Owners do hereby declare that they are the absolute owners in respect of the said Schedule Property and now seized and possessed of or otherwise well and sufficient entitled thereto have absolute seized and possessed of the said Schedule Property.
- 6) That the Owners and the Partner without any disturbance and hindrance in any manner or any nature whatsoever enjoyed the Schedule Property is free from all encumbrances, mortgage, charges, attachments, acquisition or requisition or like nature whatsoever or howsoever and not charged by any court of law or otherwise and free from all Orders of the Courts, Tribunals, Forums, Statutory Authorities and/or related proceedings thereto, etc. and that the Owners and the Partner have absolute seized and possessed of the said Schedule Property and has good feasible and marketable title to the same.
- 7) That the Owners do hereby declare and absolutely assure the Developer that apart from the Owners herein there is/are no other owner/owners/claimant/claimants in respect of their 'SCHEDULE A' Property and the Owners herein always and absolutely indemnify the Developer herein from any such claim of ownership and the Developer herein will never bear any such responsibility forever and absolutely as the Owners herein forever and absolutely keep indemnify the Developer against any third party claim of ownership in respect of the 'SCHEDULE A' Property and relaying the same Developer enter into this Development Agreement.
- 8) That the Partner do hereby declare and absolutely assure the Developer that apart from the Partner herein there is/are no other party/parties/claimant/ claimants in respect of the 'SCHEDULE A' Property in any nature whatsoever or howsoever and the Partner never create any third party interest in respect of the Schedule Property in any manner or in any nature whatsoever or howsoever and the Partner herein always and absolutely keep indemnify the Developer herein forever and absolutely from any third party claim in any nature whatsoever and the Developer herein will never have to bear any such responsibility forever and absolutely and relaying the same Developer enter into this Development Agreement.

- 9) That as the Partner herein keep indemnify the Developer against any third party claim in any nature whatsoever in respect of the 'SCHEDULE A' Property and if any third Party claim in any nature or in any manner whatsoever or howsoever arises/crop up then the Partner will take all responsibility and liability as well and keep indemnify the Developer failing which, if, Developer compel to bear any such expenditures in any nature whatsoever the same shall be adjustable/recoverable/deductable from the Partner's allocation which more fully and particularly described and mentioned in "Schedule G" written hereunder as well as the said expenditures shall also be adjustable/recoverable/deductable by the Developer from the amount which more fully and particularly described and mentioned in "Schedule F" written hereunder and relaying the same Developer enter into this Development Agreement.
- 10) That the Owners hereby declare and absolutely assure the Developer that the Party of the First Part have got absolute right, interest and good and clear marketable title over the Schedule Property and relaying the same Developer enter into this Development Agreement.
- 11) The Owners and the Partner hereby assure the Developer that the Owners and the Partner have unrestricted right and absolute power and authority to enter into this Development Cum Power Agreement with the Developer and further undertakes to indemnify and keep indemnified the Developer from and against all actions, claims, demands, loss and damages whatsoever which may arise due to any defect in the title of the Owners in respect of the Schedule Property and/or any ownership or title oriented disputes then in that event the Owners and the Partner jointly will bear all such expenditures and keep the Developer indemnify for such expenditures but on the contrary, if, the Owners and the Partner fails to indemnify and keep indemnified the Developer Fourth Part as committed under this paragraph then the Developer for such failure on the Part of the Owners and the Partner, if, compel to incurred any expenditures in regard to rectify such defect in the title and/or ownership of the Schedule Property and/or like nature than the said expenses should be deducted from the Owner's Allocation mentioned in 'Schedule B' hereunder as well as from the Partner's Allocation mentioned in "Schedule G" hereunder in the way and manner as stipulated in Clause 41 of this Development Cum Power Agreement before handed over the possession of the same to the Owners and the Partner and the Owners and the Partner shall duly accept the same.
- 12) The Owners and the Partner further assure the Developer that they handover the vacant possession of the said Schedule Property free from all encumbrance including occupiers and/or tenants and/or like nature but in case the Owners and the Partner fails to make free the Schedule Property from such encumbrance/occupier/ tenant/etc. and the Fourth Part herein have to take necessary initiatives in regard to make the Schedule Property free from such encumbrance/occupier/tenant/etc. and compel to bear expenditures in any manner whatsoever than the said entire expenditures should be deducted from the respective Owner's Allocation mentioned in 'Schedule B' hereunder and the Partner's Allocation mentioned in "Schedule G" hereunder in the way and manner as stipulated in Clause 41 of this Development Cum Power Agreement before handed over the possession of the same to the Owners and the Owners shall have no objection thereof.
- 13) That Owners and the Partner herein have every right to enter into this Development Cum Power Agreement and have not and/or shall not committed or omitted to perform any act or

thing, whereby the right, title and interest of the Fourth Part created under this Development Cum Power Agreement in respect to the Schedule Property may be prejudicially affected and if right, title and interest of the Developer created herein with respect to the said Schedule Property prejudicially affected and/or the Developer is unable to carry out development work upon the Schedule Property due to any fault of the Owners and/or its men or agent and/or the Partner and/or its men or agent as per this Development Cum Power Agreement then all costs and consequences and/or liabilities already incurred by the Developer should be reimbursed by the concern Owner(s) and/or the Partner, as the case may be, to the Developer along with the interest and in case of such reimbursement Developers Demands will be the full and final and the Owners and the Partner shall have no objection thereof.

- 14) That the Owners hereby agrees that they will not grant any lease and/or mortgage and/or create any charge and/or encumber of the Schedule Property in any manner whatsoever without obtaining prior written consent from the Developer during the existence/ subsistence of this Development Cum Power Agreement i.e. during the tenure of construction of the building/s and/or development of the Schedule property and/or after completion of development work until the entire portion of the Developer's Allocation will be dispose of by the Developer.
- 15) That the Owners and the Partner hereby duly undertakes that for betterment of the Development Work carried out on the Schedule Property, the Owners and/or on behalf of the Owners their authorised representative shall have to procure all the relevant Papers, Documents, Orders and/or like nature from the Competent Authorities and/or Departments and/or Concern Courts and to produce the same before the Developer as and when requires by the Developers and all such expenditures should be bear by the Owners and the Partner herein and the Owners will render such all kind of help and assistance to the Developer but in case the Fourth Part herein have to take necessary initiatives in such regard and compel to bear such expenditures than the said entire expenditures should be deducted from the Owner's Allocation and the Partner's Allocation in the way and manner as stipulated in Clause 41 of this Development Cum Power Agreement and the Owners shall have no objection thereof.
- 16) That in pursuance of this Instant Development Cum Power Agreement executed by and between the Parties herein and the terms and conditions contained herein the Developer shall construct and/or erect multi-storied building/s as per sanctioned building plan approved by the competent authority over the said Scheduled mentioned Property.
- 17) That the Owners do hereby and hereunder undertake to render all possible co-operations and support to the Developer for getting sanctioned plan and all other documents from the concern authorities time to time as requires by the Developer in respect of the proposed building and to sign and execute all necessary papers, applications, declarations, documents, deeds and/or like nature in connection with the development of the Schedule Property time to time as require by the Developer from the Owners which includes each and every Documents, Petitions, Affidavits, Deeds, Plaints, Written Objections, proposed Site Plan/s, Building Plan/s, Completion Plan/s, Declarations, Agreements, Deed and/or like nature as time to time requires by the Developer from the Owners and the Owners will sign and execute the same as per direction of the Developer.

- 18) That the Owners do hereby and hereunder further undertake to render all possible co-operations and support to the Developer in regard to apply and obtain building sanction plan and all other requirements and/or formalities from the concerned authorities including temporary and/or permanent connection of water, electricity, power and/or gas to the building/s and other inputs and facilities and/or like nature required for development and/or construction and/or enjoyment of the building/s and for which purpose, if requires, the Owners hereby agree to sign and execute the all documents, applications and/or like nature in favour of the Developer at the cost of the Developer for the purpose or in connection with the development of the Schedule Property and/or construction of the said building/s and/or for betterment of the said building/s from time to time as and when the same shall be requires by the Developer.
- 19) That the Developer hereby and hereunder undertakes to complete the said building as per sanctioned building plan within 36 (Thirty Six) months from the date of sanction of the Building Plan by the competent authority and the Developer further undertakes to deliver the possession of the Owner's Allocation to the Owners after completion of the said Building/s as per specification of construction as has been provide in 'Schedule H' hereunder written and thereafter handover the possession of the Partner's Allocation to the Partner.
- 20) That it is decided by the parties herein that after completion of development work of G + 4 storied Building/s carried out by the Developer on the Schedule Property more fully and particularly mentioned and described in the 'Schedule A' herein below, the Owners are entitle for the Owners Allocation which more fully and particularly mentioned and described in the 'Schedule B' herein below together with the proportionate undivided share of Ownership in the common areas and facilities attached and/or appurtenant thereto, the Partner in consideration of relinquishment of its development right in respect of the Schedule Property entitle for Partner's Allocation which more fully and particularly mentioned and described in the 'Schedule G' herein below together with the proportionate undivided share of Ownership in the common areas and facilities attached and/or appurtenant thereto and the Developer in consideration of the Development work carried out in the said Schedule Property at its own cost and expenses entitles for Developer's Allocation which more fully and particularly mentioned and described in the 'Schedule C' herein below together with the proportionate undivided share of Ownership in the common areas and facilities attached and/or appurtenant thereto with the right and liberty that the Developer shall be entitled to exploit the said Developer's Allocation commercially by dealing and/or selling the same entirely or any part or portion thereof to the prospective buyers and/or its assignee/s and/or nominee/s on such terms, conditions and consideration as the Developer may think fit and proper and the Owners shall have no claims thereof.
- 21) That the Fifth Party in consideration of reimbursement of his entire expenditures and/or contribution for development of the Schedule Property, which amounting to Rs. 26,31,200/- (Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only and profit money amounting to Rs. 9, 00, 000/- (Rupees Nine Lakhs) only which togetherly, more fully and particularly described and mentioned in "Schedule F" hereunder written as relinquishment charges, in respect of the Schedule Property along with 2800 Square Feet constructed area (Flat and Garage) in the Schedule Property which more fully and particularly described and mentioned in "Schedule A" hereunder written, out of which 2000 Square Feet Flat and 800

Square Feet garage will be allocated respectively to the Fifth Party by the Fourth Party in lieu of relinquish and/or surrender its development right in respect of the Schedule Property in favour of the Fourth Party herein.

- 22) Fifth Party in the mean time will provide and pay and disburse entire siftings expenses of all the owners during the entire tenure of the development work carried out by the Forth Party and/or until and unless the owners will be provide with the owner's allocation by the Developer Forth Party herein and for which the Fifth Party have no objection.
- 23) That the Owners being the party of the First Part and Second Part herein hereby and hereunder amicably and jointly committed to the Fourth Party that the First Party and Second Party will disburse the entire amount of Rs. 26,31,200/- (Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only which more fully and particularly described and mentioned in "Schedule D" and "Schedule E" respectively written hereunder to the Fourth Party, developer herein, which amount the First Party and the Second Party time to time received from the Fifth Part herein, out of which the First Parties will pay their respective part of amount of Rs. 8,90,000/- (Rupees Eight Lacks Ninety Thousand) Only to the Fourth Part and the concerned Second Parties will pay their respective part of amount which totalling to Rs. 17,41,200/- (Rupees Seventeen Lacks Forty-One Thousand Two Hundred) Only to the Fourth Part, which more fully and particularly described and mentioned in "Schedule D" and "Schedule E" respectively written hereunder, before taking/claiming handover the possession of the respective owners allocation from the Fourth Part being the developer herein and the said entire amount of Rs. 26,31,200/- (Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only doth hereby admit and acknowledge by the First Party and Second Party respectively in Memo of Consideration written hereunder appended and truly paid to the Owners.
- 24) That the Owners being the party of the First Part and Second Part herein agreed that time to time during the tenure of construction work carried out in the Schedule Property by the Developer being the party of the Fourth Part and/or prior to getting/obtaining handover the owners' allocation from the Fourth Part, the First Party and Second Party will disburse the entire amount of Rs. 26,31,200/- (Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only which more fully and particularly described and mentioned in "Schedule D" and "Schedule E" respectively written hereunder to the Forth Party, developer herein failing which the said amount which more fully and particularly described and mentioned in "Schedule D" and "Schedule E" respectively shall be adjusted from the concern Owners Allocation and the Owners have no objection thereof.
- 25) That the Fifth Party herein thus in consideration of its relinquishment each and every right in respect of the Schedule Property is entitle for total amount of Rs. 35,31,200/- (Rupees Thirty Five Lacks Thirty One Thousand Two Hundred) Only which more fully and particularly described and mentioned in "Schedule F" hereunder written out of which amount the Fifth Party already received amount of Rs. 6,10,000/- (Rupees Six Lacks Ten Thousand) Only from the Fourth Party and will received further amount of Rs. 3,90,000/- (Rupees Three Lacks Ninety Thousand) Only after executing this Development Cum Power Agreement as and when developer think fit and proper and the remaining balance consideration amount will be receive by the Fifth Part in various instalments as per progress of the development work in

the Schedule Property in the manner as the Fourth Part may think deem fit and proper which subject to any deduction and the Fifth part have no objection thereof.

- 26) That in the event due to any act or action committed by the Fifth Party any third party interest and/or claim cropped up during the construction work or development tenure of the Fourth Party in respect of the said Schedule Property the Fifth Party will be entirely liable for all costs and consequences and the Fifth Party keep indemnify the Fourth Party from any such interest and/or claim forever and absolutely
- 27) That the Owners being the party of the First Part and Second Part herein during the tenure of construction carried out in the Schedule Property by the Developer being the party of the Fourth Part and/or prior to getting handover the owners' allocation should refund back the entire amount to the Developer Fourth Part which more fully and particularly described and mentioned in "Schedule D" and "Schedule E" respectively written hereunder falling which the said amount which more fully and particularly described and mentioned in "Schedule D" and "Schedule E" respectively shall be adjusted/recovered from the concern Owners Allocation and the Owners have no objection thereof.
- 28) That the Owners and the Partner herein severally, jointly and duly given each and every permission to the Developer/Fourth Party time to time and at all material times hereafter to hold and enjoy and to enter upon the said Schedule Property on and from the execution of this Development Cum Power Agreement and further duly entrusted and/or handover the entire possession of the said Schedule Property to the Fourth Party herein in respect to develop and/or construct multi-storied building/s on the said Schedule Property.
- 29) It is pertinent to mention here that after completion of the development work carried out on the said Schedule property mentioned in 'Schedule A' hereunder before handing over the possession of the Owner's Allocation to the Owners, the respective Owners, those who received refundable/adjustable/deductable Advance Amount from the Fifth Part, as aforementioned, those Owners should refund/return their respective refundable advance amount proportionately which amounting to total entire amount of Rs. 26,31,200/- (Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only, which the First Party and Second Party will pay to the Forth Party, developer herein, which more fully and particularly described and mentioned in "Schedule F" hereunder written.
- 30) That the Owners being the party of the First Part and Second Part herein shall pay Rs. 8,90,000/- (Rupees Eight Lacks Ninety Thousand) Only and Rs. 17,41,200/- (Rupees Seventeen Lacks Forty-One Thousand Two Hundred) Only respectively to the Developer falling which the Developer shall deducted the aforesaid refundable Advance Amount from the concern respective Owners' Allocation, which mentioned in 'Schedule B' hereunder, and added the said quantum of area/square feet equivalent to the said refundable Advance Amount into and onto the Developers Allocation mentioned in 'Schedule C' hereunder before handing over the possession of the Owners Allocation to the concern respective Owners herein by the Developer herein in the way and manner as stipulated in Clause 41 of this Development Cumi Power Agreement and the Owners shall have no objection thereof.
- 31) That Owners being the party of the First Part and Second Part herein and the Partner herein

during the tenure of construction carried out in the Schedule Property by the Developer being the party of the Fourth Part and/or prior to getting handover the Owners' allocation and/or the Partner's Allocation, if obtain and/or receive and/or collect further sum of moneys from the Forth Part Developer herein then the said collected amount should be refunded by the concern Party to the Forth Part failing which the said collected amount deducted/adjusted in the way and manner as stipulated in Clause 41 of this Development Cum Power Agreement and the Owners and the Partner shall have no objection thereof.

- 32) That the Owners and the Partner are only entitling for their respective shares in the newly constructed Building/s as mentioned in the Owners Allocation and the Partner's Allocation and the remaining entire constructed portion of the newly constructed Building/s shall exclusively earmark for Developer's Allocation with the right and liberty that the Developer shall be entitled to exploit the said Developer's Allocation commercially by dealing and/or selling the same entirely or any part or portion thereof to the prospective buyers and/or its assignee/s and/or nominee/s on such terms, conditions and consideration as the Developer may think fit and proper and the Owners shall have no claims thereof forever and absolutely.
- 33) That the Owners hereby giving exclusive license and liberty to the Developer to commercially exploit the said Schedule Property as per terms and conditions contained in this Development Cum Power Agreement and Owners shall with execution of this Development Cum Power Agreement shall also execute a Registered Development Power of Attorney in favour of the Fourth Party hereto being the Developer herein and/or its assignee/s and/or nominee/s, as the case may be, for the purpose of development of the Schedule Property and whereby and where under the Owners duly authorized the Developer to enter into any Agreements including Agreement for Sale/Lease/Transfer/Mortgage and/or like nature and/or any Conveyance Deeds including Sale/Lease/Transfer/Mortgage Deeds and/or like nature and/or to dispose of the Developer's Allocation as the Developer think deem fit and proper together with right to assign of all the rights title and interest therein to any third party and the Owners will render all possible help and co-operation to the Developer to that effect and time to time do the needful as and when requested by the Developer.
- 34) That the Developer herein in the place of developing the Schedule Property the Developer and/or its substitute or substitutes, its executors, administrators, legal representatives, successors, successors-in-office, successor-in-interest, assignee or assignees, nominee or nominees, and/or transferee or transferees shall be exclusively entitled for the Developer's Allocation and possession in respect thereof forever and absolutely in the proposed G + 4 multi-storied building/s together with proportionate undivided impartibly share and interest over the said Schedule Property mentioned and described in 'Schedule A' herein under including the common open space/land and/or any common parts of the proposed multi-storied building/s including proportionate interest in all common facilities in respect of the Developer's Allocation in regard as the Developer develop the said Schedule Property by constructing Multi-Storied building thereon and thus the Owners herein never have any claim and/or demand in respect of the Developer's Allocation.
- 35) That the Developer herein entitles to take partner/s in the Development Firm and/or involve any Third Party in development work of the Schedule Property at its own cost, arrangement and expenses and also entitle to enter into any Agreement/s, Contract/s and/or like nature in

any capacity as the Developer think deem fit and proper in regard to develop the Schedule Property jointly or in collaboration or on behalf of the Developer herein with any Third Party/ Developer/Contractor and/or entrust the entire development work and/or any part thereof and/or assign or entrust any assignment thereof to any Third Party of Developer's choice as Developer herein deem fit and proper and the Owners herein shall have no objection thereof.

- 36) That for betterment of title of the Owners over the Schedule Property the Owners agree to pay all the costs and expenses to obtain the Title related Documents on up-to-date condition and/or corrected and/or rectified condition and/or for any furtherance and/or betterment of title of the Schedule Property in favour of the Owners herein but due to the Owner's failure and/or inaction on the part of the Owners if the Developer shall compel to bear such costs and expenses than the said costs and expenses should be deducted from the Owner's Allocation which more fully and particularly mentioned in 'Schedule B' herein under before handing over the possession of the Owners Allocation to the Owners by the Developer in the way and manner as stipulated in Clause 41 of this Development Agreement.
- 37) That the Parties herein agree between themselves that after completion of the development work carried out on the said Schedule property mentioned in 'Schedule A' hereunder before handing over the possession, of the Owner's Allocation to the Owners and the Partner's Allocation to the Partner, by the Developer all the costs and expenditures bear by the Developer on behalf of the Owners and the Partner herein including the refundable advance amount of Rs. 26,31,200/- (Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only should pay by the concern respective Owners and the Partner to the Developer failing which the Developer should be deducted all such costs and expenditures bear by the Developer, including the refundable advance amount, from the Owner's Allocation and the Partner's Allocation of the newly constructed building/s and the said deduction will be added to the Developer's Allocation by the Developer before handed over the Owner's Allocation to the Owners herein and the Partner's Allocation to the Partner in the way and manner as stipulated in Clause 41 of this Development Agreement.
- 38) The Owners herein shall clear all taxes and related expenses of all concern authorities in respect of the Schedule Property and all other dues, liabilities and other outgoings and/or like nature and/or any other charges take place whatsoever before any competent authority and/or court of law in respect of the said Schedule Property and if the Fourth Party herein compel to pay for such dues/liabilities/charges/court expenditures in any nature whatsoever than the said entire expenses/amount should be deducted from the Owner's Allocation which more fully and particularly mentioned in 'Schedule B' herein under before handing over the possession of the Owners Allocation to the Owners by the Developer in the way and manner as stipulated in Clause 41 of this Development Agreement.
- 39) That, if the Developer herein shall compel to bear any such costs, charges, expenditures and/or like nature in respect to put in order the Schedule Property free from all encumbrances and made available for development including any type of deals with any occupiers/tenants/interest-holder and/or like nature in respect of the Schedule Property in any nature whatsoever and/or howsoever and/or came into any kind of settlements/arrangements thereof in any manner whatsoever and/or any other means incurred expenses

than the said entire expenses should be deducted from the Owner's Allocation mentioned in 'Schedule B' herein under and/or further if the Developer compel to bear any litigation costs and/or related thereto in respect of the Schedule Property than the said expenses also should shall be deducted from the Owner's Allocation and the Partner's Allocation which more fully and particularly mentioned in 'Schedule B' and 'Schedule G' herein under respectively before handing over the possession of the Owners Allocation to the Owners and the Partner's Allocation to the Partner by the Developer in the way and manner as stipulated in Clause 41 of this Development Agreement.

- 40) That the Owners and the Partner shall be liable and responsible for all litigation expenses including property dispute, if any arose due to defects of title or ownership of the Owner's part in respect of the Schedule Property and if any restraining order comes into force due to act of any third party or contagious land Owners or for any act or omission on behalf of the Owners or on behalf of the Partner, then the Owners and/or the Partner will bear the cost of the litigation and if the Developer shall have to bear such expenses then the Developer will be entitled to get the cost of litigation from the Owners and the Partner, which will be incurred by the Developer during such litigation proceedings and the said litigation costs should be deducted from the Owner's Allocation and the Partner's Allocation which more fully and particularly mentioned in 'Schedule B' and 'Schedule G' herein under respectively before handing over the possession of the Owners Allocation to the Owners by the Developer in the way and manner as stipulated in Clause 41 of this Development Agreement.
- 41) That all the expenses and/or amounts suppose to be incurred by the Owners and the Partner but due paucity of money and/or due to their failure and/or due to inaction on their part, if the Developer compel to bear such expenditures and/or any expenditures paid by the Developer on behalf of the Owners and the Partner in any nature and/or any manner whatsoever or howsoever, than the said entire amount and/or expenses paid by the Developer should be deducted from the Owner's Allocation and the Partner's Allocation which more fully and particularly mentioned in 'Schedule B' and 'Schedule G' herein under by way of calculate the quantum of area/square feet equivalent to the said entire amount and/or expenditures paid by the Developer on behalf of the Owners and/or the Partner or in lieu of the Owners and/or the Partner and added the said entire quantum of area/square feet into and onto the Developers Allocation mentioned in 'Schedule C' herein under before handing over the possession of the Owners Allocation to the Owners herein and the Partner's Allocation to the Partner by the Developer herein and in respect of the calculation of the quantum of area/square feet deducted from the Owner's Allocation and the Partner's Allocation and added the same to the Developer's Allocation, the Owners herein and the Partner herein amicable and duly agree and accept that the quantum of area/square feet equivalent to the entire amount and/or expenditures paid by the Developer on behalf of the Owners and/or the Partner as calculated by the Developer herein will be the full and final and thus the Owners and the Partner agrees and accepts the same in full as final settlement without any deduction thereof as per the demand raise by the Developer and the Owners as well as the Partner shall have no objection thereof.
- 42) That it is agree by the parties herein that if any type of litigation is found or arose and/or due to any order of the competent Court or Authority concern or due to pendency of any such court and/or legal proceeding and/or any order of the competent Court or Authority concern

any delay occurs then the Developer shall not be regarded as responsible for such delay in respect of development the Schedule Property and/or erecting building/s on the same and/or after completion of construction work delivery of possession of the said building/s and/or any part thereof and/or any flats/shops/offices/ units/spaces/car parks etc. constructed on the said Schedule Property and the Developer should be indemnified from all such loss and damages from such condition.

- 43) That we the Owners herein do hereby and hereunder duly appoint, nominate, constitute and authorised Developer Fourth Party represented herein by its partners as the Owners true and lawful Attorney to act and do on behalf of the Owners and/or in the name of the Owners and on Owners behalf do all acts and activities and on Owners behalf duly perform the following acts, deeds and things that is to say:-
- A) To act in the name and on behalf of the Owners as true and lawful Attorney and we do hereby authorizes the said Attorney to do all the acts, deeds and things in the name and on behalf of the Principals and to supervise, manage, control, look after, protect and conduct all sorts of administration in respect of the said Schedule Property on behalf of the Owners and to handle all sorts of official matters, letters and correspondence arising in course of or in relation to matter concerned with the Owners said Schedule Property at the our cost or in such manner as our said Attorney shall think fit and proper.
 - B) To cause each and every necessary work and prepared Building plan, Site plan, Floor plans, Completion Plan, Amalgamation Plan, Specifications of Structure and/or like nature and/or any Drafting works in related to the construction of multi-storied building/s in the Schedule Property as well as new or revised plans in respect of such construction of multi-storied building/s and to sign, execute and perfect all such documents including building plans, site plan, floor plans, completion plan, specifications including new or revised Additional Plan, Alteration Plan and/or like nature and to submit the same before the Authority Concern and/or Maheshtala Municipality, as the case may be, for sanction the same.
 - C) To observe and perform all the formalities, activities and obligations in connection to the sanction of the said Building Plan, Site Plan, Floor Plans, Completion Plan, Specifications, Amalgamation Plan and/or like nature and also to sign and execute any undertakings declarations, bonds, vouchers, Boundary Declaration, Deed of Rectifications, Deed of Declarations, Deed of Amalgamations and/or like nature and also with regard to specifications and to receive all Plans including sanctioned Building plan, Addition Plan, Alteration Plan, Completion Plan including Revised or New Plans or Addition Plan, Alteration Plan, Completion Certificate and/or Occupancy Certificate, etc., from the Authority Concern and/or Maheshtala Municipality and to issue proper acknowledgement and/or receipts and/or like nature for the same.
 - D) To apply for and obtain sanctions, permits, licenses, supply services, supply connection etc. as the case may be requires from the various respective authorities in regard to develop the said Schedule Property and for the said purposes to sign, execute and submit all instruments, declarations, statements, applications and affirm Affidavits, as the case may be necessary or requires, by our said Attorney from time to time and to perform all necessary acts, deeds and things in any manner and nature whatsoever as our said Attorney may think fit and proper

concerning the development of the said Schedule Property on our behalf and to sign letters, correspondences and documents and to receive all papers, documents, maps or plan from the authority concerns and for that purposes to sign and grant proper and effectual receipts and discharges thereof.

- E) To appear, act, sign and execute for and on behalf of the Owners i.e. on our behalf and to represent ourselves before the Maheshtala Municipality, Block, B.L. & L.R.O., S.D.L.R.O., A.D.M.(L.R.), District Collector, Revenue Inspector, Land Ceiling and Regulations Authorities and/or Any Government or Semi-Government Authorities and/or Departments, Service Tax and Income Tax Authorities in respect of Land and Tax matter and/or related thereto and/or Any Other Development Authorities, Fire Brigade, Electricity and/or Local Authorities and/or Police Stations and/or Any Other Authorities and/or Departments established under any Acts, Statutes, Laws, Rules and/or Bye-laws and to do each and every acts, activities, deeds, things and like nature on behalf of the Owners i.e. on our behalf, in any way in and any nature whatsoever, as our Attorney deem fit and proper in connection with the development of the said Schedule Property and for the said purposes to sign, execute and submit all receipt, Instruments, declarations, statements, applications and affirm Affidavits as the case may be necessary or requires by our said Attorney from time to time and to perform all necessary acts, deeds and things in any manner and nature whatsoever as our said Attorney may think fit and proper concerning the said Schedule Property on our behalf and/or development of the said Scheduled Property.
- F) To enter upon the said Scheduled Property on and from the execution of this Power of Attorney with men material and machinery as may be required for the purpose of development work and erect the New Building as per the Building Plans to be sanctioned and to negotiate and perform each and every activities for carrying out all kind of development works in the said Scheduled Property including the land of the said Schedule Property on which the said multi-storied building/s going to be constructed and for all appurtenances and facilities in respect of the said multi-storied building/s and/or the said Scheduled Property and for that purpose, to sign, execute and perfect all papers, documents, agreements, deeds and/or like nature as our Attorney deem fit and proper.
- G) To apply for an obtain permanent connection of water, electricity, drainage, sewerage, gas, and/or power to the Schedule Property and to sign and execute all such application, forms and documents as shall be required for the said purpose and to pay all rates, taxes, expenses and other outgoing whatever payable in respect of the said Schedule Property or any part thereof on our behalf and to deposit all fees, moneys before the authority concerned in our name and on our behalf and to erect boundary walls in and around of the said Schedule Property and to apply for annual valuation of the said Schedule Property and to prefer any Appeal or Reviews from annual valuation and for that to sign, execute and perfect all papers and documents and to perform any other activities as our Attorney deem fit and proper.
- H) To eject, remove or relieve tenants or occupiers or other persons from, and recover possession of the property on our behalf as our Attorney deem fit and proper and to institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against us as our Attorney deem fit and proper

and further to apply for and obtain refund of any amount which may be receivable or due to us from any authority concerns or bodies or persons in respect of the said Schedule Property and/or Multi-storied Building constructed thereon in our name and to give and grant effectual receipts and discharges therefore and to deposit such sum in our account.

- I) To appoint and engage any Solicitor, Council, Advocate or other Lawyer or Lawyers and revoke such appoints and others as occasions shall require and to sign and verify any petition, affidavit, verifications and documents like nature, grant and sign and affirm any affidavit or affidavits, verification or verifications and documents like nature, enter or lodge any caveat or to apply for its discharge and otherwise conduct any court or tribunal or forum cases whenever our said Attorney think fit and proper and to do, sign, execute and submit all declarations, statements, applications as the case may be necessary or requires by our said Attorney from time to time as our Attorney deem fit and proper.
- J) To commence/prosecute/enforce/defend/answer and oppose all actions and proceedings concerning in any way in respect of the said Schedule Property or any part thereof including those relating to acquisition and/or requisition in which the Owners herein are now and/or in future be interested or concerned and/or to compromise and/or settle and/or refer to arbitration or courts and/or abandon and/or non-suited and/or to submit for judgement/s and/or may intervene and/or may initiate and/or may complete and/or end any action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue, as the case may be, as our Attorney deem fit and proper and for the said purposes to sign, execute and submit all bills, instruments, declarations, statements, applications and affirm Affidavits and all other documents as the case may be necessary or requires by our said Attorney from time to time and to perform all necessary acts, deeds and things in any manner and nature whatsoever as our said Attorney may think fit and proper concerning the said Schedule Property on our behalf.
- K) To appear and prosecute and defend all actions and proceedings, to sign, execute and verify vakalatnamas, all plaints, written statements and other pleadings, tabular statements, applications also applications under Article 226 of the Constitution of India, in any suits, petitions or documents to deposit and/or withdraw the money or moneys from the court or tribunal or forum or from the opponent/opposite party/parties, either in execution of the decree or otherwise and/or issue receipt and/or discharge for the same and/or to take any other actions as our said Attorney deem fit and proper and for the said purposes to sign, execute and submit all bills, instruments, declarations, statements, applications and affirm Affidavits as the case may be necessary or requires by our said Attorney from time to time and to perform all other acts, deeds and things in any manner and nature whatsoever as our said Attorney may think fit and proper concerning the said Schedule Property on our behalf.
- L) To appear in any Court of Law or Judicial Authorities and to give oral or documentary evidence as regard third party, to compromise any suit in such manner as our said Attorney shall think fit and proper and to do generally all other acts and things for the conduct of the said suit as we could have done the same as if we were personally present and for the said purposes to sign, execute and submit all paper, documents, bills, declarations, statements, applications and affirm Affidavits as the case may be necessary or requires by our said Attorney from time to time and to perform all other acts, deeds and things in any manner

and nature whatsoever as our said Attorney may think fit and proper concerning the said Schedule Property on our behalf and to sign and execute all the papers and documents for mutation of the said Schedule Property in the name of the principal and to perform all other acts, deeds and things in any manner and nature whatsoever as our said Attorney may think fit and proper.

- M) To deal with tenants/occupiers/like nature, if any, in respect of the said Schedule Property on our behalf and to perform all necessary acts, deeds and things in any manner and nature whatsoever as our said Attorney may deem fit and proper, to negotiate for sale or disposal of the Developer's Allocation in the said Scheduled Property, which more fully and particularly mentioned and described in the Development Agreement including the proportionate share in the land of the said Schedule Property together with all easement and other rights and appurtenances therein with any person or persons and/or any third party at the choice of our said Attorney and/or in respect of the said multi-storied building/s to be constructed in the said Schedule Property at such price and on such terms and conditions as our said Attorney shall think fit and proper and for that purpose, to sign, execute and perfect all Documents, Agreement, Arrangements, Contracts, Deeds and other writings and papers relating to the occupancy, tenancy, sale, lease or disposal and/or like nature on such covenants and conditions as our said Attorney shall think fit and suitable and to sign, execute and perfect all kind of Documents, Instruments, Arrangements, Agreements including but not limited to Agreement for Sale and/or Agreement for Transfer and/or Agreement for Lease and/or like nature, Deeds including but not limited to Deed of Conveyance and/or Deed of Gift and/or Deed of Transfer and/or Deed of Lease, as the case may be, necessary or be requires by our said Attorney from time to time in respect to dispose of the Developer's Allocation of the said Scheduled Property and such sign and execution should be treat as done by us.
- N) To apply for and obtain all necessary certificates, permission and clearance including certificate under Land Ceiling Act or other Laws time being in force relating to Revenue and/or Land and/or Building and/or concerned Areas and/or Rural Areas as may be required for Execution and/or Registration of any Sale Deed, Lease Deed or other documents for transfer concerning the Schedule Property and also to appear before and sign and submit all papers and documents and make representation to the necessary authorities for getting such certificate and/or permission and to appear and represent on behalf of ourselves before any Notary Public, Magistrate, Registrar of Assurances, District Registrar, Sub-Registrar, Additional Registrar or any other Officer or Officers having jurisdiction and to present for registration and have registered and perfect and perform all Agreements including but not limited to Agreement for Sale and/or Agreement for Transfer and/or Agreement for Lease and/or like nature, Deeds including but not limited to Deed of Conveyance and/or Deed of Gift and/or Deed of Transfer and/or Deed of Lease, Arrangements, Documents and Instruments and/or like nature and sign and execute the same as the case may be necessary or be requires by our said Attorney and for the said purposes to sign, execute and submit all receipt, instruments, declarations, statements, applications and affirm Affidavits as the case may be necessary or requires by our said Attorney from time to time and to perform all other necessary acts, deeds and things in any manner and nature whatsoever as our said Attorney may think fit and proper concerning the Developer Allocation's of the said Schedule Property on our behalf.

- O) In terms of the said Development Agreement to sign, execute and perfect all Conveyance, Deeds or Lease or any type of Deed of Transfer, Deed of Conveyance, Deed of Tenancy/Occupancy and all other documents and writings in respect of the multi-storied building/s and/or any portion thereof and/or the flats or units of the said multi-storied building/s, which relates to the Developer's Allocation as mentioned in the Development Agreement as well as the proportionate share of the land in the said Schedule Property for sale, lease, mortgage, transfer or disposal of Developer's Allocation on such terms and conditions as our said Attorney shall think fit and proper to admit receipts of consideration and to execute and to register the same according to the provisions of law in the concerned registration office and to ask, demand sue for recover and receive all moneys, securities for money and things of whatsoever in nature and description now belonging or hereafter belong to the Developer's Allocation in the said Scheduled Property and to give valid and effectual receipts and arrange discharges in respect thereof and to adjust, settle and compromise all disputes, accounts or any other matters concerning the said Scheduled Property and/or building/s erected on the said Scheduled Property and/or any related affairs/events, which may arise hereafter between us and/or any other person or persons, firms or companies on such terms and conditions as our said Attorney may think fit and proper.
- P) To execute and registrar necessary Deed of Conveyance in respect of the Developer's Allocation in the said Scheduled Property in favour of the intending purchaser or purchasers on our behalf and to present any such conveyance or conveyances for registration to admit, execute before the registering authority for and to have the said Deed of Conveyance registered in respect of the Developer's Allocation in the said Schedule Property as per Development Agreement and to do all other necessary acts, deeds and things and/or like nature which our said Attorney shall consider necessary for conveying the said Schedule Property or newly constructed multi-storied building and/or any part thereof on the basis of the Development Agreement and other things, which our said Attorney shall consider necessary for conveying the Developer's Allocation in favour of the intending purchaser or purchasers, fully and effectually in all respect as we could do the same jointly.
- Q) To cause any Deed of Conveyance and/or Deed of Gift and/or Documents and/or Instruments and/or like nature in respect of the Developer Allocation of the said Schedule Property to be registered and for the said purposes to sign execute and submit all declarations, statements, applications and affirm Affidavits in any nature whatsoever as may be necessary or required from time to time concerning the said Schedule Property and to sell, convey, alienate, mortgage, transfer and assign the Developer's Allocation of the said Schedule Property in full or parts and to sign all the papers, documents, receipts, declarations, affidavits, forms, applications, etc., and all other relevant papers in our name and on our behalf in respect to give effect the said sell, convey, alienate, mortgage, transfer and assigns the Developer's Allocation of the said Schedule Property.
- R) To sign, present and execute any Agreement for Sale and Sale Deed in any nature whatsoever and admit Registration in favour of any purchaser or purchasers and to receive from the purchaser or purchasers earnest money and also the balance of consideration money and to give valid receipt for the same and to give possession thereof and to sign, execute and present for admit registration all Deeds of Conveyance or Conveyances or Agreement in respect of

Schedule Property before any Registration Office in favour of intending purchaser or purchasers.

- S) To sell or allot flats/shops/offices/units/car park etc. from the Developer's Allocation at the Scheduled mentioned Property of the newly constructed building/s and to enter into any kind of Arrangements, Agreement/s, Agreement for Sale, Lease, Transfer, Mortgage and/or to dispose of the entire Developer's Allocation together with right to assignment of all the rights, title, interest and ownership in respect of the flats/shops/offices/units/car park etc. from the Developer's Allocation to the prospective buyers individually or collectively on such terms and conditions as think fit and proper and the said sell and/or transfer done by the Attorney shall be treated as done by the Principals.
- T) To grant, convey, transfer, assign, assure and sell the Developer's Allocation, permanently, absolutely and forever by way of absolute sale in favour of any third party of his choice in respect of the Developer's Allocation for which no further or other permission, consent, authorization etc. of any form is further required from the Owners and the Attorney exclusively become competent to execute the Conveyance Deed and/or like nature in favour of any other person of his choice before the District Registrar, Addl. District Sub-Registrar or other Registrars and has absolute authority to register all kind of Deed of Transfer and/or any other documents on our behalf and to make over the peaceful vacant possession of the said property or any saleable portion thereof falling within the Developer's Allocation along with the flats/ shops/offices/units/car park etc. as may be constructed thereon to the purchaser/(s) and/or its nominee/(s) and/or assign/(s) on such terms, conditions and consideration as our said Attorney shall think fit and proper.
- U) Our said Attorney shall be at liberty to get this project approved by any Bank either nationalized or otherwise of its choice or any other financial institutions to enable the purchasers of the flats/shops/offices/units/car park etc., as the case may be, as may be comprised within the new building/(s) constructed on the said Schedule Property in regard to get housing loan for buying the said flats/ shops/offices/units/car park etc. if necessary.
- 44) We do hereby ratify and confirm and agree and covenant that our said Attorney shall lawfully do or execute or purport to do or execute the acts, deeds and things in respect of the said Schedule Property by virtue hereof and we hereby declare that every such act, deed, matter and/or things are lawfully done or execute or purporting to be done or execute by our said lawful Attorney should be treated as done by the Owners and/or on our behalf. We further confirm that the Fifth Party herein is incorporate as partner in this Agreement only in respect to realise his part of amount and share in the proposed constructed building as mentioned and described in Schedule "F" and Schedule "G" only and the Fifth Party never entitle for any kind of monetary consideration and/or further share or area in the entire development /constructed area constructed in the said Schedule Property save and except his proportion as mentioned in Schedule "F" and Schedule "G" only which the Fifth Party herein agreed and accepted the same. It is further clear that the Fifth Party never entitle for anything and never claim for anything out of this Agreement or out of the construction carried out in the said Schedule Property by the Forth Party save and except his proportion as mentioned in Schedule "F" and Schedule "G" only and the Fifth Party have no power or control of the development work or related thereto in respect of the Schedule Property forever and

absolutely for which Fifth Party have no objection. Further the Fifth Party herein is incorporate as partner in this Agreement in respect of this Development work only and the Fifth Party have no power or control over the firm of the Forth Party and in respect of any work or activities in any nature whatsoever or howsoever of the firm of the Forth Party or any of its other activities or work of the Forth Party in respect of this Schedule Property. All right reserve in respect of this Agreement in favour of the Forth Party herein including the Status and benefit under this Agreement will be decide by the Forth party herein as full and final authority and the Fifth Party will have no objection thereof.

- 45) The Developer and/or its substitute or substitutes, its executors, administrators, legal representatives, successors, successors-in-office, successor-in-interest, survivor and assigns and/or nominee or nominees and/or transferee or transferees shall be exclusively entitled for Developer's Allocation and possession thereof forever and absolutely in the building/s with the exclusive right of Developer herein to exploits the same at its own discretion and/or to sell and/or Lease/Sub-Lease or otherwise deal with or dispose of the Developer's Allocation or retain the same for its own use at the Developer own discretion without any right, title, claim, interest and interferences upon the Owner's Allocation and the Owners shall not in any way hamper or disturb the peaceful enjoyment and possession of the Developer's Allocation by the Developer and/or its substitute or substitutes, its executors, administrators, legal representatives, successors, successors-in-office, successor-in-interest and assigns and/or nominee or nominees and/or transferee or transferees except the areas and/or portions of the Owner's Allocation as provided under this Agreement.
- 46) The Party hereto of the Owners undertake and fully assure to execute and register proper Deed of Conveyance or Conveyances or any type of Transfer Deeds in favour of the Developer or in the name of and/or its substitute or substitutes, its executors, administrators, legal representatives, successors, successors-in-office, successor-in-interest and/or assignee or assignees and/or nominee or nominees and/ or in favour of the intending buyer or buyers to be selected by the Developer entirely at Developer's own discretion in respect of the Developer's Allocation at the costs and expenses of the Developer or intending buyers either personally (themselves) or through the Owner's representative with due Authorization or through the Developer and/or the Developer's authorized signatory duly authorised by the Owners vide Registered Power of Attorney granted in favour of the Developer and/or its substitute or substitutes and/or its assigns or assignees and simultaneously the Developer undertakes to deliver the Owner's Allocation in complete condition in all respect as per specification of work schedule mentioned herein below.
- 47) The Owners shall pay proportionate share of taxes and other outgoing payable for the areas allotted to the Owners being Owner's Allocation upon receipt of completion certificate of the constructed building/s from the Authority Concern by the Developer.
- 48) That the Developer shall use the best quality of Building materials, which is available in the market for the said construction work at the Schedule Property, and the Developer shall give Wooden Doors, Steel Windows and shall use for the said building/s with the good quality bricks, medium Course Sand, Cement (Ambuja, Ultratech, Lafarge, etc.), Stone, Iron Rods and other materials and whatever necessary of the said building will be arrange and maintained by the Developer with his own costs and expenses. The Developer will use the materials

approved by the competent authority.

- 49) That the Developer will develop the said Schedule Property and construct the building/s as per Sanctioned Building Plan issued by the competent authority and complete the same in every respect at its own costs and expenses.
- 50) That the Owners and the Partner shall not be held responsible or liable for any illegal transfer or act in respect of the Developer's Allocation as well as the Developer herein shall not be held responsible or liable for any illegal transfer or act in respect of the Owner's Allocation and the Partner's Allocation and if the either Parties herein compel to pay for any illegal transfer or act of the other Party herein than the said entire expenditures/amount incurred by the suffering Party should be deducted from the Other Party's Allocation as the case may be, as per Clause 41 hereunder and the Parties have no objection thereof.
- 51) That is further agrees by the parties herein that, if requires, benefits of the parties hereto before or during the construction work or after completion of the building necessary supplementary Agreements will be executed between the parties herein.
- 52) The Owners/First Party, Second Party, Third Party and the Partner shall not be entitled to revoke or cancel this Development Agreement.
- 53) That in accordance with law and as required by the authorities concerned including the Maheshtala Municipality authorities the Fourth Party shall bear all costs, charges, and expenses require for carry out the work of development on the said Schedule Property including construction works of the building/s and completion of the same according to sanctioned Building Plan.
- 54) That as the Developer/Fourth Party and/or its substitute or substitutes, its executors, administrators, legal representatives, successors, successors-in-office, successor-in-interest and assignee or assignees and/or nominee or nominees shall be exclusively entitled to Developer's Allocation and absolute possession thereof in the newly constructed building/s and thus the Fourth Party shall be at liberty to allot or sell or transfer the right, title, interest and ownership of the flats/shops/offices/units/car parks etc., to the Intending Purchaser/s from its own ratio i.e. the Developer's Allocation of the newly constructed building/s constructed at the Scheduled mentioned Property and to enter into any type of Agreement/s, Agreement for Sale and/or like nature with the prospective buyers individually or collectively on such terms and conditions as the Developer/ Fourth Party and/or its substitute or substitutes, its executors, administrators, legal representatives, successors, successors-in-office, successor-in-interest and assigns and/or nominee or nominees might think fit and proper without effecting any right or interest of the admitted Owner's Allocation.
- 55) That the intending purchaser/s or owner/s or occupier/s or developer, as the case may be, will be at liberty to take separate electric meter, telephone, water and all other necessary connections in their names with their own cost and expenses and the Owners, if required, will put their signatures, for obtaining such consent form the competent authority/s.
- 56) That the Fourth Party shall bear and pay all paper works and the related expenses for obtaining sanctioned plan and other required permission/s for construction of the building/s

and/or for all development purpose for development of the Schedule Property.

- 57) That all applications, plans, papers and documents as may be required by the Developer for the purpose of sanction of Building Plan, Revised plan, Addition/ Alteration of the Building Plan shall be submitted by the Developer with due signature of the Owners or on behalf of the Owners or their authorised representative or authorised person on behalf of the Developer duly authorised by the Owners and all such costs expenses and charges to be paid by the Developer including construction charges of the proposed building to be carried out by the Developer and such payments and expenses for development of the Schedule Property as per this Development Cum Power Agreement shall bear by the Developer either in cash or in any other lawful manner.
- 58) It will be sole responsibility of the Developer to deal with the authorities concerned and to comply with the rules and regulations of the said building/s and also transfer thereof to the intending purchasers of the respective Flats, Shops, Offices, Spaces, Units, Car Parking/s, etc. at purchaser's own costs and expenses for their purchased property/s and/or portion/s of the said building/s and that the Owners shall not be responsible in any manner whatsoever.
- 59) That Developer will be entitled to take any kind of loan, advance money, financial assistant and/or like nature from any Bank, Financial Institutions and/or like nature in regard to develop the said Schedule Property as developer think fit and proper.
- 60) That the Owners and the Partner herein shall not make/create any problem or hindrance to the incoming purchasers in respect of the Developer's Allocation and the Owners will sign and execute any kind of Deed/s, Agreement/s, Document/s, and/or like nature but they will not entitle for the/any booking amount or sale amount or any incoming amount in any nature whatsoever, as the case may be, of the Flats, Shops, Offices, Spaces, Units, Car Parking/s and/or like nature in respect of the Developer's Allocation of the said building/s constructed on the Schedule Property and the Developer have exclusive entitlement for the same.
- 61) The Parties hereby agree that they shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against them as the case may be and for the same the aggrieved Party will be entitled to get damages and the said damages should be deducted from the Other Party's Allocation.
- 62) The Owners/First Party, Second Party, Third Party and the Partner and/or their men or agents or representatives or any third party of the Owner's behalf shall not do any act, deed or things wherein the Developer/Fourth Party shall be prevented from construction and completing of the said building or to sale out the Flats, Shops, Offices, Spaces, Units, Car Parking's and/or like nature to the intending purchaser/s. If the Developer/Fourth Party is prevented by the Owners and/or the Partner without any reasonable and/or justified reason, then the Owners and/or the Partner or his legal representative(s) shall be bound to pay and indemnify the loss of the Developer and pay damages with interest to the Developer and the said damages, if not paid by the Owners and the Partner to the Developers, should be deducted from the Owner's Allocation mentioned in 'Schedule B' hereunder and the Partner's Allocation mentioned in 'Schedule G' before handing over the possession of the Owners Allocation to the Owners and the Partner's Allocation to the Partner in the way and manner as stipulated in Clause 41 of this Development Cum Power Agreement and for such

disturbances if any delay occurs in respect of development of the Schedule Property then for such delay Developer will not be held responsible.

- 63) That time to time on the request of the Developer the Owners shall sign and execute the Conveyance/s or Sale Deed/s and join in the execution thereof in favour of the prospective purchaser/s of the Flats, Shops, Offices, Spaces, Units, Car Parking's and/or like nature etc., in the said building to be constructed. The stamp duty and Registration Charges and formalities in connection therewith will be paid and borne by the prospective purchaser/s and that the Owners shall have no responsibility whatsoever in respect thereof. The prospective purchasers shall arrange for payment of stamp duty and registration of sale deeds or conveyances and arrange for payment of all expenses including the Lawyer's fees.
- 64) That the Owners and/or the Partner shall bear all the liabilities and expenses in respect of the said Schedule Property together with mutation and/or like nature, boundary wall, etc. before execution of this Agreement if the Fourth Party herein compel to pay for such liabilities/dues/charges and/or court expenditures in any nature whatsoever as the case may be then the said entire expenditures should be deducted from the Owners' Allocation and/or the Partner's Allocation in the way and manner as stipulated in Clause 41 of this Development Agreement. It is pertinent to mention here that, if the Developer/Fourth Party herein shall have compel to bear any costs, charges, expenditures and/or like nature in respect to made the said Schedule Property free from all encumbrances including deals with any occupiers/tenants of the Schedule Property in any nature whatsoever and/or came into any settlements thereof in any manner whatsoever and/or any other means then said entire expenditures/amount should be adjusted/deducted from the Owner's Allocation and/or the Partner's Allocation, as the case may be, before handing over the possession of the Owners Allocation to the Owners and the Partner's Allocation to the Partner.
- 65) That during the construction period any problem, matter, case shall arise in respect of the development work of said Schedule Property in that event that shall be bear between the parties.
- 66) That after the execution of this agreement the Fourth Party shall bear all the usual common expenses in respect of the development work of said Schedule Property but that shall be divided into three parts and the land owner's expenses share and the Partner's expenses share shall be adjusted from the Owner's Allocation and the Partner's Allocation and/or directly pay by cash by the Owners and/or the Partner.
- 67) That the First Party, Second Party, Third Party and Fifth Party have mutually agreed between themselves and that the Fourth Party will have the absolute right to retain Developer's Allocation except the Owners Allocation and the Partner's Allocation together with proportionate land area as mentioned in the 'Schedule C' hereunder and will have the absolute right to sell or to assign or to dispose of the said Developer's Allocation and/or deal with its allocated area in any manner whatsoever without any interference or claim or interest of the Owners in any manner at any point of time and under any circumstances whatsoever and the Owners will not also claim any equity on the money to be received by the Fourth Party out of sale or transfer of his allocated floor area together with proportionate land area thereto and that the Owners and the Partner will not also cause any interference or hindrance in the matter of construction and/or promotion of the building in question and/or

selling and/or assigning and/or in taking advance by way of booking of Flats, Shops, Offices, Spaces, Units, Car Parking/s etc. from the intending purchasers for the purpose of sale of the allocated portion of the Fourth Party as mentioned in 'Schedule C' to this Agreement.

- 68) That during the continuance of the Development Cum Power Agreement the Owners First Party, Second Party, Third Party and Fifth Party shall bound to abide, obey and comply with each and every terms and conditions of this Development Cum Power Agreement and shall not violate of the terms and conditions of this Development Cum Power Agreement and shall not in any way cause any obstruction whatsoever in any nature on the construction or development work carry out on the said Schedule Property and will render all kind of help and support to the Developer failing which the Owners and the Partner shall be liable for all costs and consequences thereof and thus the Developer will be entitle to take any kind of legal action/actions, civil, criminal or both against the Owners and/or the Partner, as the Developer think fit and proper, if the development work will hamper in any manner for any reason whatsoever for non-compliance of the terms and conditions of this Development Cum Power Agreement by the Owners and/or the Partner.
- 69) That Owners and/or the Partner or their legal representative(s) or successors or survivors herein will have no right or authority or power to terminate and/or determinate this Development Cum Power Agreement within the continuance of the Development Cum Power Agreement and/or stipulated period for construction of the building/s as well as till the date of disposal of all the Flats, Shops, Offices, Spaces, Units, Car Parking/s, etc. of the Developer's Allocation by the Developer. If tried to do so then the Owners First Party and Second Party and the Partner shall pay firstly total market price of the constructed area with damage together with all investments carried out by the Developer along with interest on investment till the date the Developer duly received such termination notice and/or intimation for such intention.
- 70) That the Owners hereby declare, undertake and absolutely assure the Developer, that for the purpose of smooth running of the development of the 'SCHEDULE A' Property, upon the demise of any of the Owners and/or the Partner, the legal heir/s or successors or survivors of the said deceased Owners and/or the Partner will join the Development Cum Power Agreement by execute a fresh Development Cum Power Agreement on the selfsame terms and conditions as mentioned under this Development Cum Power Agreement and also execute fresh Power of Attorney on the selfsame terms and conditions as the Owners and the Partner herein enter upon pursuant to this Development Cum Power Agreement and also execute all other required documents in favour of the Developer/Fourth Party and also render all kind of help and assistance to the Developer for the betterment of the development on the same terms and conditions as mentioned herein.
- 71) That the Owners and the Partner hereby duly undertake, assure and keep indemnify to the Developer that at the time of execution of these present the Owners and the Partner shall handover the Original Deeds, Papers and all other relative Documents etc. of the scheduled mentioned property to the Developer in respect to place the same before various authorities for procurement of sanction plan or other necessary action related with the construction works by the Developer/Fourth Party failing which any delay occurs in regard to Develop the Schedule Property than the Owners and the Partner will be held liable for such delay and/or compensation.

- 72) That the notice for delivery of possession of the Owners' Allocation and the Partner's Allocation shall be delivered by the Developer in writing or through the Advocate of the Developer either by Registered post or speed post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the Owners are bound to take possession within 15 (Fifteen) days from the date of service of this letter. If the Owners fail to take delivery of possession or neglected to do so, then it will be deemed that the Owner's Allocation already delivered to the Owners.

THE 'SCHEDULE A' ABOVE REFERRED TO
"SCHEDULE PROPERTY"

ALL THAT piece and parcel of Danga Land and/or Bastu Land total measuring about 23 Cottahs 4 Chittacks be the same a little more or less lying and situated within Maheshtala Municipality Holding No. F3-190/1/NEW B. B. T. Road on Left side towards Kolkata and Holding No. F3-190/2/NEW, B. B. T. Road on Left side towards Kolkata and Maheshtala Municipality Holding No. F4-8/167/1-2, Parbangla Bat Tala Road, under P. S. Maheshtala, District South 24 Parganas, Kolkata - 700140, within the limit of Maheshtala Municipality Ward no. 31, lying and situated at Mouza Parbangla, Pargana Balia, J. L. NO. 49, Touzi No. 343, appertaining to R. S. Dag no. 264 and 263, R. S. Khatian No. 136 and 201, L. R. Dag No. 264 and 263/723, L. R. Khatian No. 1417, 1416, 2686, 2688, 2689, 2690, 2691, 2692, 2694, 2695, 2685, 2687 and 2693 within the jurisdiction of the Office of the District Sub Registrar Alipore and Additional District Sub Registrar, Behala, West Bengal, more clearly shown and delineated in a Map or Plan bordered with COLOUR RED annexed to this indenture, which butted and bounded as follows:-

ON THE NORTH :	12' Feet wide Municipal Road, Land of Sushanta Pal and Others, Sandhya Ghosh and Others and Avijit Singha;
ON THE SOUTH :	Land of Kanai Mondal and Ajit Mondal, Ajay Dutta, Umapada Malakar, Jamini Ranjan Ghosal and Nepal Takal;
ON THE EAST :	House of Benu Lal Takal;
ON THE WEST :	Land of Santosh Majumdar.

THE 'SCHEDULE B' ABOVE REFERRED TO
"OWNER'S ALLOCATION"

ALL THAT piece and part of area and/or share measuring in Square Feet's in the newly constructed building/s consist of one or more Tower/s and/or Block/s constructed on the said Schedule Property which exclusively available and meant for the Owners/First Party, Second Party and Third Party including common portion and/or common facilities and services appurtenant thereto which means and includes Super Built-Up Area which the Owners will get in the following measurements or size;

The OWNER NO. (1) herein namely BENU LAL TAKAL will be allocated a flat measuring more or less 1814 square feet along with a garage measuring about 604 square feet.

The OWNER NO. (2) herein namely REKHA TAKAL will be allocated a flat measuring more or less 1814 square feet along with a garage measuring about 604 square feet.

The OWNER NO. (3) herein namely ANUBHAV BHATTACHARYA will be allocated a flat measuring about 182 square feet.

The OWNER NO. (4) herein namely ABHINAVA BHATTACHARYA will be allocated a flat measuring about 182 square feet.

The OWNER NO. (5) herein namely ALOKE BHATTACHARYA will be allocated a flat measuring more or less 672 square feet along with a garage measuring about 273 square feet.

The OWNER NO. (6) herein namely TAPAN BHATTACHARYA will be allocated a flat measuring about 672 square feet along with a garage measuring about 273 square feet.

The OWNER NO. (7) herein namely CHANDAN BHATTACHARYA will be allocated a flat measuring more or less 672 square feet along with a garage measuring about 273 square feet.

The OWNER NO. (8) herein namely SUPRIYO BHATTACHARYA will be allocated a flat measuring about 672 square feet along with a garage measuring about 273 square feet.

The OWNER NO. (9) herein namely SUSANTA BHATTACHARYA will be allocated a flat measuring about 363 square feet.

The OWNER NO. (10) herein namely D S PROPERTIES will be allocated a flat measuring more or less 1150 square feet along with a garage measuring about 150 square feet.

And further the Owners will be entitle for proportionate undivided impartibly share and interest over the said Schedule Property mentioned and described in 'Schedule A' herein under including the open space/land and including all common benefits and amenities which beneath to the respective Flats and/or the newly constructed G + 4 storied Building/s and use of ultimate top of the roof as common proportionately save and except the Developer's Allocation which more fully and particularly mentioned and described in the 'Schedule C' herein below. It is pertinent to mentioned here that save and except allocated portion meant for the Owners the entire remaining portion and/or share and/or area shall be exclusively meant for the Developer's Allocation only.

THE 'SCHEDULE C' ABOVE REFERRED TO

"DEVELOPER'S ALLOCATION"

Save and except the portion and/or area and/or share measuring in Square Feet's allocated and meant for the Owners in the newly constructed building/s which more fully and particularly mentioned and described in the 'Schedule C' herein above ALL THAT entire remaining Portion and/or Area and/or Share in the newly constructed building/s consist of one or more Tower/s and/or Block/s constructed on the Schedule Property which exclusively available and meant for the Developer/Fourth Party including common portion and/or common facilities and services appurtenant thereto which means and includes Super Built-Up Area.

And further the Fourth Party will be entitle for proportionate undivided impartibly share and interest over the Schedule Property mentioned and described in 'Schedule A' herein including the open space/land and also all common benefits and amenities which beneath to the respective Flats and/or the newly constructed G + 4 storied Building/s and use of ultimate top of the roof as common proportionately save and except the Owner's Allocation together with proportionate undivided impartibly share and interest over the said Schedule Property mentioned and described in 'Schedule A' herein including the open space/land and also all common parts of the proposed building including proportionate interest in all common facilities which shall be transferred as per ownership basis by the Developer/Fourth Party in favour of the intending purchasers and/or its substitute or substitutes, its executors, administrators, legal representatives, successors, survivors, successors-in-office, successor-in-interest, assignees, nominee or nominees and/or transferees, as the case may be.

THE 'SCHEDULE D' ABOVE REFERRED TO**"TOTAL ADVANCE MONEY RECEIVED BY THE FIRST PARTIES FROM THE FIFTH PARTY WHICH REFUNDED / ADJUSTED BY THE FOURTH PARTY FROM THE FIRST PARTIES"**

Name	Date	Mode of Payment	Amount In Rupees
BENU LAL TAKAL and REKHA TAKAL	25 / 03 / 2014	Cheque	55,000/-
	20 / 03 / 2014	Cheque	2,10,000/-
	16 / 04 / 2014	Cheque	10,000/-
	17 / 04 / 2014	Cheque	10,000/-
	29 / 04 / 2014	Cheque	35,000/-
	15 / 05 / 2014	Cheque	15,000/-
	16 / 05 / 2014	Cheque	10,000/-
	17 / 05 / 2014	Cheque	30,000/-
	25 / 06 / 2014	Cheque	50,000/-
	27 / 08 / 2014	Cheque	10,000/-
	27 / 08 / 2014	Cheque	30,000/-
	21 / 09 / 2014	Cheque	20,000/-
	21 / 09 / 2014	Cheque	30,000/-
	26 / 09 / 2014	Cheque	2,45,000/-
	06 / 01 / 2015	Cheque	50,000/-
	22 / 03 / 2015	Cheque	20,000/-
	08 / 04 / 2015	Cheque	20,000/-
	21 / 04 / 2015	Cheque	10,000/-
31 / 06 / 2015	Cheque	30,000/-	
Total Amount In Rupees			8,90,000/-

Total Money of Rs. 8,90,000/- (Rupees Eight Lacks Ninety Thousand) Only.

THE 'SCHEDULE E' ABOVE REFERRED TO**"TOTAL ADVANCE MONEY RECEIVED BY THE SECOND PARTIES AND THEIR RELATIVES FROM THE FIFTH PARTY WHICH REFUNDED / ADJUSTED BY THE FOURTH PARTY FROM THE SECOND PARTIES"**

Name	Date	Mode of Payment	Amount In Rupees	Total Amount (Rs)
ALOKE BHATTACHARYA	31 / 03 / 2014	Cheque	50,000/-	50,000/-
TAPAN BHATTACHARYA	31 / 03 / 2014	Cheque	50,000/-	
	04 / 06 / 2015	Cheque	15,000/-	
	04 / 12 / 2015	Cheque	20,000/-	85,000/-
CHANDAN BHATTACHARYA	31 / 03 / 2014	Cheque	50,000/-	50,000/-
SUPRIYO BHATTACHARYA	31 / 03 / 2014	Cheque	50,000/-	
	04 / 06 / 2015	Cheque	70,000/-	
	04 / 12 / 2015	Cheque	45,000/-	1,65,000/-
KRISHNA ROY CHOWDHURY (NEE BHATTACHARYA)	04 / 06 / 2015	Cheque	2,20,440/-	
	04 / 12 / 2015	Cheque	2,20,440/-	
	04 / 06 / 2016	Cheque	2,20,440/-	

	04 / 12 / 2016	Cheque	2,20,440/-	8,81,760/-
BANANI BANERJEE (NEE BHATTACHARYA)	04 / 06 / 2015	Cheque	1,14,840/-	
	04 / 12 / 2015	Cheque	1,14,880/-	
	04 / 06 / 2016	Cheque	1,14,880/-	
	04 / 12 / 2016	Cheque	1,14,840/-	
	28 / 04 / 2017	Cheque	20,000/-	
	20 / 06 / 2017	Cheque	10,000/-	
	25 / 07 / 2017	Cheque	15,000/-	
	20 / 08 / 2017	Cheque	5,000/-	5,09,440/-
Total Amount In Rupees				17,41,200/-

Total Money of Rs. 17,41,200/- (Rupees Seventeen Lacks Forty-One Thousand Two Hundred) Only.

THE 'SCHEDULE F' ABOVE REFERRED TO

"TOTAL ADVANCE MONEY PAID BY THE FIFTH PARTY TO THE FIRST PARTY SECOND PARTY AND OTHER OWNERS OF THE SCHEDULE PROPERTY AND PROFIT MONEY WHICH RECOVERABLE BY THE FIFTH PARTY FROM THE FOURTH PARTY"

Name/Particulars	Date/Schedule herein	Mode of Payment	Amount In Rupees	Total Amount (Rs)
FIRST PARTIES	Schedule D	Cheque	8,90,000/-	8,90,000/-
SECOND PARTIES	Schedule E	Cheque	3,50,000/-	3,50,000/-
KRISHNA ROY CHOWDHURY (NEE BHATTACHARYA)	04 / 06 / 2015	Cheque	2,20,440/-	
	04 / 12 / 2015	Cheque	2,20,440/-	
	04 / 06 / 2016	Cheque	2,20,440/-	
	04 / 12 / 2016	Cheque	2,20,440/-	8,81,760/-
BANANI BANERJEE (NEE BHATTACHARYA)	04 / 06 / 2015	Cheque	1,14,840/-	
	04 / 12 / 2015	Cheque	1,14,880/-	
	04 / 06 / 2016	Cheque	1,14,880/-	
	04 / 12 / 2016	Cheque	1,14,840/-	
	28 / 04 / 2017	Cheque	20,000/-	
	20 / 06 / 2017	Cheque	10,000/-	
	25 / 07 / 2017	Cheque	15,000/-	
	20 / 08 / 2017	Cheque	5,000/-	5,09,440/-
Profit Money			9,00,000/-	9,00,000/-
Total Amount In Rupees				35,31,200/-

Total Money of Rs. 35,31,200/- (Rupees Thirty Five Lacks Thirty One Thousand Two Hundred) Only.

THE 'SCHEDULE G' ABOVE REFERRED TO
"CONFIRMING FIFTH PARTY'S ALLOCATION"

ALL THAT piece and part of one Residential Flat and/or Apartment having 2000 Sq. ft. of super built up area together with open car parking space measuring 800 Sq. Ft. super built in the newly constructed building/s consist of one or more Tower/s and/or Block/s constructed on the said Schedule Property which exclusively available and meant for the Confirming Fifth Party including

common portion and/or common facilities and services appurtenant thereto and land beneath the building/s together with the right to use the common parts and portion and together with all easement rights attached there to.

THE 'SCHEDULE H' ABOVE REFERRED TO
"SPECIFICATION OF CONSTRUCTION WORK"

1. **FOUNDATION** : Excavation of earth works in isolated footings, filling and packing and remaining with R.C.C. in footings.
2. **PLINTH BEAMS** : Casting of columns in R.C.C work up to beam level i.e. plinth level with the tie beams, back filling of the same up to plinth level with filling sand.
3. **R.C.C. STRUCTURE** : Casting of columns and beams and roof slabs with Cantilever complete in all respect.
4. **BRICK WORK** : Outside Walls 5" brick work and inner walls 3" and 5" brick work wherever necessary complete in all respect.
5. **PLASTERING** : Plastering will be done in casting areas with proper chipping only. Both inside and outside plastering complete in all respect.
6. **FLOORING** : All cement concrete and/or tiles flooring as the case may be entirely complete in all respect.
7. **WATER, PLUMBING AND DRAINAGE** :
 - a) Drainage and sewage lines and other installation for the same.
 - b) Water supply system.
 - c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water.
8. **ELECTRIC INSTALLATION** :
 - a) Electrical wiring and other fittings.
 - b) Lighting of the Common Portions.
 - c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
9. **MISCELLANEOUS** : Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user in common by the Co-Owners.
10. **LIFT FACILITY** : Lift shall be provided in the Building/s if necessary.
11. **EXTRA WORK** : First Part shall liable to pay extra amount for any extra work.

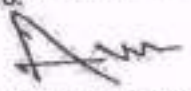
IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED AND DELIVERED BY THE PARTIES AT KOLKATA

In the presence of WITNESS :

- 1. Shyamsri Kumar
39B, Beltala Road,
Kolkata - 700020.
- 2. Champa Ghosh
84/4 Jyotish Roy Road,
Kolkata - 700053.

- 1. LTI OF BEMUL TAKAL
By the Pan of Mitunee Borol Ghosh
- 2. Rekha Takal
- 3. Anshab Bhattacharya
- 4. Abhinava Bhattacharya
- 5. Aroke Pratta Dasgupta
- 6. Topan Bhattacharya
- 7. Chanda Bhattacharya
- 8. Sanku Bhattacharya
- 9. Sand Bhattacharya

10. D. S. PROPERTIES

 Partner
 SIGNATURE OF THE OWNERS

D. S. PROPERTIES

 Partner
 SIGNATURE OF THE DEVELOPER

Ranger Chandra
 SIGNATURE OF THE PARTNER

DRAFTED AND PREPARED BY ME:

Mitunee Borol Ghosh
 MITUSREE BORAL GHOSH
 ADVOCATE
 HIGH COURT CALCUTTA
 MITUSREE BORAL GHOSH
 ADVOCATE
 CALCUTTA HIGH COURT
 WB / 1374 / 2003

RECEIPT

RECEIVED from the within named Developer the sum of Rs. 6,10,000/- (Rupees Six Lakhs Ten Thousand) Only payable under these presents as per memo below:

MEMO OF CONSIDERATION

DATE	PARTICULARS	AMOUNT (RS.)
23/09/2019	NEFT vide Cheque No. 115654 from Axis Bank, Lenin Sarani Branch, Kolkata, being No. NEFT/SK/AXSK 192660009785/3707/CHAKRABORT.	3,00,000/-
18/10/2019	Paid by Cheque No. 115661 issued by Axis Bank, Lenin Sarani Branch, Kolkata.	1,00,000/-
18/11/2019	Paid by Cheque No. 115666 issued by Axis Bank, Lenin Sarani Branch, Kolkata.	60,000/-
30/11/2019	Paid by Cheque No. 115667 issued by Axis Bank, Lenin Sarani Branch, Kolkata.	1,50,000/-

Total Rs. 6,10,000/-

(Rupees Six Lakhs Ten Thousand) Only.

WITNESSES:

- 1) *Abhinav Kumar*
39B, Bellary Road,
Kolkata - 700020
- 2) *Champak Chakrabarty*
89/11 Jyotish Roy Road,
Kolkata - 700053.

Pitambar Chakrabarty
SIGNATURE OF THE PARTNER

RECEIPT

RECEIVED earlier sum of Rs. 26,31,200/- (Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only payable under these presents as per memo below:

MEMO OF CONSIDERATION

NAME	PARTICULARS	AMOUNT (RS.)
BENU LAL TAKAL and REKHA TAKAL	Paid as per "Schedule D" herein	8,90,000/-
ALOKE BHATTACHARYA, TAPAN BHATTACHARYA, CHANDAN BHATTACHARYA, SUPRIYO BHATTACHARYA and THEIR RELATIVES	Paid as per "Schedule E" herein	17,41,200/-

Total Rs. 26,31,200/-

(Rupees Twenty Six Lacks Thirty One Thousand Two Hundred) Only.

WITNESSES:

- 1) Shripati Kumar
39 B. Bellala Road
Kolkata - 700020.
- 2) Champa Chakraborty
89/11 Jyotishi Roy Road,
Kolkata - 700053.

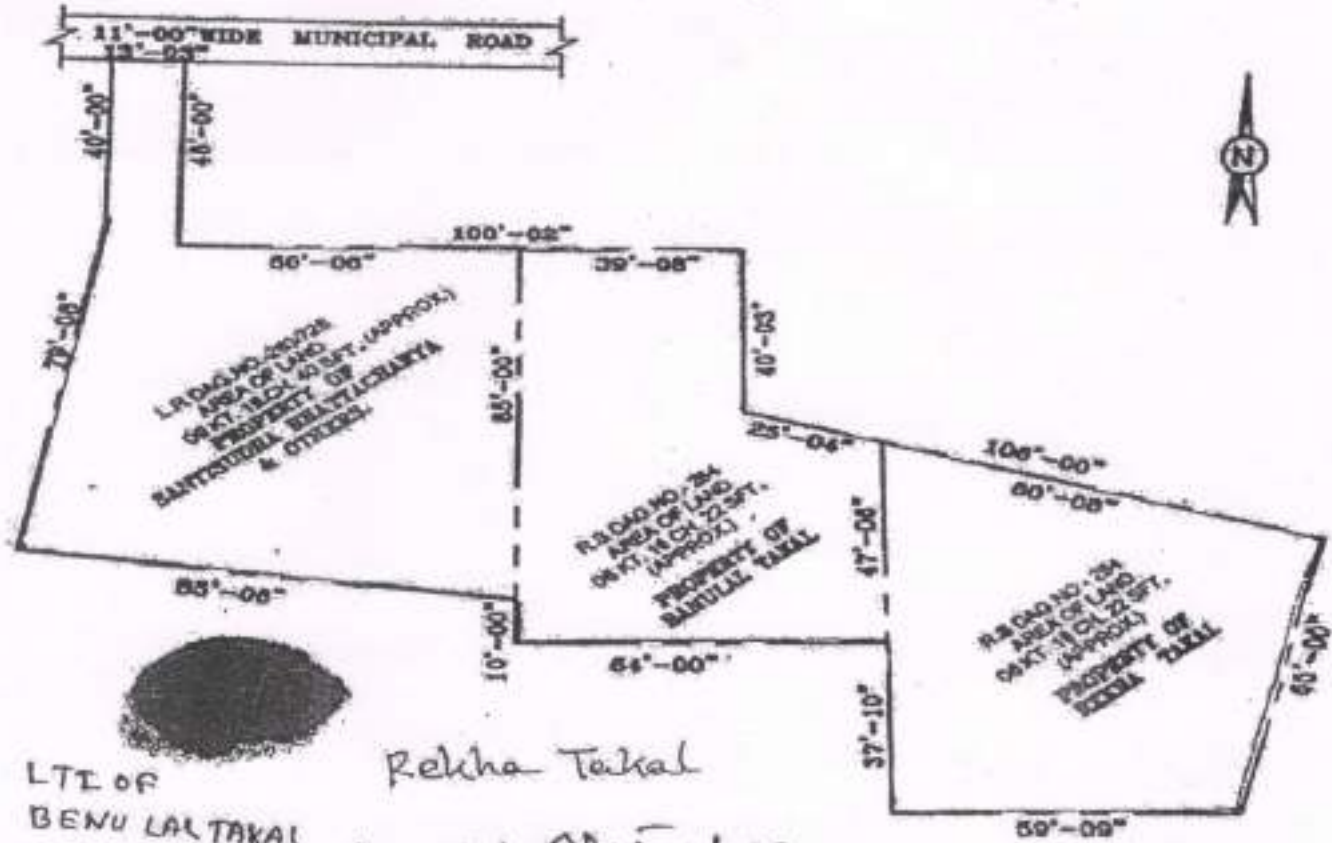
SIGNATURE OF THE
OWNER FIRST PARTIES

Aneelob Bhattacharya
Abhinava Bhattacharya
Alok & Anant and wife
Tapan Anandarya
Chandan Prabhakar
Supriyo Bhattacharya

SIGNATURE OF THE
OWNER SECOND PARTIES

LTI OF BENU
LAL TAKAL
By the pen of
Mistress
Rajalal

ALL THAT piece and parcel of Danga Land and/or Bastu Land total measuring about 23 Cottahs 4 Chittacks be the same a little more or less lying and situated within Maheshtala Municipality Holding No. F3-190/1/NEW B. B. T. Road on Left side towards Kolkata and Holding No. F3-190/2/NEW, B. B. T. Road on Left side towards Kolkata and Maheshtala Municipality Holding No. F4-8/167/1-2, Parbangla Bat Tala Road, under P. S. Maheshtala, District South 24 Parganas, Kolkata - 700140, within the limit of Maheshtala Municipality Ward no. 31, lying and situated at Mouza Parbangla, Pargana Balla, J. L. NO. 49, Touzi No. 343, appertaining to R. S. Dag no. 264 and 263, R. S. Khatian No. 136 and 201, L. R. Dag No. 264 and 263/728, L. R. Khatian No. 1417, 1416, 2686, 2688, 2689, 2690, 2691, 2692, 2694, 2695, 2685, 2687 and 2693 within the jurisdiction of the Office of the District Sub Registrar Alipore and Additional District Sub-Registrar, Behala, West Bengal.



LTI OF
BENU LAL TAKAL
By the pen of

Rekha Takal

Anubhab Bhattacharya,
Abhinav Bhattacharya,

Aloke Prasad Dasgupta
Tapobhadracharya

Chandrabhattacharya
Sujit Bhattacharya
Sudipto Bhattacharya

[Signature]
SIGNATURE OF THE
COOPERATIVE
PARTNER

D. S. PROPERTIES
























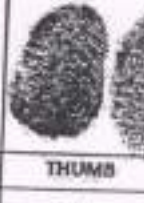




















[Signature]
Partner

SIGNATURE OF THE OWNERS





SIGNATURE OF THE OWNERS

SIGNATURE OF THE DEVELOPER

SPECIMEN FORM FOR TEN FINGER PRINTS

 By the Son of Mitunee Bondhigal	LTI OF BENJAL TAKAL	RIGHT HAND						THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		RIGHT HAND						LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
 Rekha Takal	Rekha Takal	LEFT HAND						THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		RIGHT HAND						LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
 Krushob Bhattacharya	Krushob Bhattacharya	LEFT HAND						THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		RIGHT HAND						LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
 Abhinav Bhattacharya	Abhinav Bhattacharya	LEFT HAND						THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		RIGHT HAND						LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Atoke Bonathien</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	<i>To Am Bhatta charya</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	<i>Choden Phelo daye</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	<i>Sapay Phitachen</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
			LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Sweet Makalawa</i> <i>7/12/19</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	D. S. PROPERTIES <i>Partner</i> <i>Am S</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	D. S. PROPERTIES <i>Partner</i> <i>Am S</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	<i>Bingham charity</i>	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		L	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB



भारतीय विधिक पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
विद्यमानता अभिलेख



उपरोक्त नम्बर Enrolment No : 1190/30177/09164

DN:1.3.6.1.5.2.2.1.1.1

Benuai Takal (बेनुआल टकाल)

S/O: Panchugopal Takal, NANGI MORA, Maheshtala
(M), South 24 Parganas,
West Bengal - 700140

आपনার আধার সংখ্যা/Your Aadhaar No.:

3424 5769 8795



আমার আধার, আমার পরিচয়



1947



aadhaar@nic.gov.in



www.aadhaar.gov.in

- আধার সর্বত্র মর্যাদা দেবে।
- আধার প্রাপ্তদের জন্য আপনার একমাত্রই ডার্টকার্ডের মত আনুগত্য আছে।
- আধার করে আপনার বর্তমান মোবাইল নম্বর এবং ই-মেইল ঠিকানা পরীক্ষিত করবে। এতে পরিষেবা আপনার বিভিন্ন সুবিধা পাওয়া যায় হবে।

- আধার বিশ্বস্ত প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইনে অধিবেশন করা যাবে।
- এটি এক ইলেকট্রনিক প্রক্রিয়ার তৈরী হয়।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

Signature valid

Digitally signed by S/O PANCHUGOPAL TAKAL, NANGI MORA, SOUTH 24 PARGANAS, WEST BENGAL, IN, DN: cn=S/O PANCHUGOPAL TAKAL, o=INDIA, ou=UAE, email=S/O PANCHUGOPAL TAKAL@NIC.GOV.IN, c=IN

- is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



भारत सरकार
विद्यमानता अभिलेख



भारतीय विधिक पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



बेनुआल टकाल
Benuai Takal
उपरोक्त/COB: 09/01/1945
पुरुष / MALE



ঠিকানা: Address:
S/O: পঞ্চুগোপাল টকাল, নুঙ্গী S/O: Panchugopal Takal, NANGI
মোহা, মহেশতলা (এম), দক্ষিণ MORA, Maheshtala (M), South
24 পর্গানা, 24 Parganas,
পশ্চিম বঙ্গ - 700140 West Bengal - 700140

3424 5769 8795

আমার আধার, আমার পরিচয়

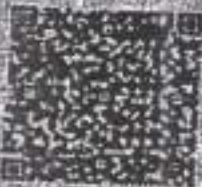
3424 5769 8795

MEERA AADHAAR, MERI PEHACHAN

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

BJKPT8830R



नाम/ Name
BENULAL TAKAL

पिता का नाम/ Father's Name
PANCHUGOPAL TAKAL

जन्म की तारीख/ Date of Birth
01/01/1945

Benulal Takal

हस्ताक्षर/ Signature



27/12/17

आयकर विभाग

भारत सरकार

INCOME TAX DEPARTMENT

GOVT. OF INDIA



स्थायी लेखासंख्या कार्ड
Permanent Account Number Card



BJKPT8880R

नाम/Name
REKHA TAKAL

पिता का नाम/ Father's Name
SUDHIR CHANDRA MAJHI

जन्म की तारीख/ Date of Birth
01/01/1965

हस्ताक्षर/ Signature
Rekha Takal



28122017



E-Aadhaar Letter

ভাষিকভুক্তির নম্বর/Enrollment No: 1190/30177/09465

REKHA TAKAL (রেকা টকাল)

W/O: Benudal Takal, NANGI MORA, Maheshtala (M),
 South 24 Parganas,
 West Bengal - 700140

আপনার আধার সংখ্যা/Your Aadhaar No.:

9515 4177 3922



স্বাক্ষর-সাম্প্রদায় মানুষের অধিকার

1800 301 7417

www.aadhaar.gov.in

www.uidai.gov.in

তথ্য

- পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ জনগণের আনুষ্ঠানিকভাবে গ্রহণ করা হয়
- এটা এক ইলেক্ট্রনিক প্রক্রিয়ায় তৈরি পত্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

Signature valid

Digitally signed by Rekha Takal
 Unique Identification Authority of India
 Date: 2015.12.14 22:22:02 IST

- এখানো নথি সঠিক মতো
- এখনো আপনার জন্য আপনার একমুঠাই ভাষিকভুক্তি করার অপেক্ষা আছে।
- অনুরোধ করে আপনার বর্তমান মোবাইল নম্বর এবং ই-মেইল ঠিকানা পরীক্ষা করুন। এতে ভবিষ্যতে আপনার বিভিন্ন সুবিধা পড়তে সহজ হবে।

- Aadhaar is valid throughout the country.
- You need to enroll only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



ভারত সরকার
 GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA



রেকা টকাল
 REKHA TAKAL
 জন্মতারিখ/ DOB: 01/01/1965
 মহিলা / FEMALE



ঠিকানা:

W/O: Benudal Takal, NANGI MORA,
 Maheshtala (M), South 24 Parganas,
 West Bengal - 700140
 ১৪ মহেশতা,
 পশ্চিম বঙ্গ - ৭০০১৪০

Address:

9515 4177 3922

-সাম্প্রদায় মানুষের অধিকার

9515 4177 3922

Aadhaar - Aam Admi ka Adhikar

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

ANUBHAB BHATTACHARYA

ASHOKE BHATTACHARYA

01/05/1988

Permanent Account Number

CEMPB7944C

आयकर
भारत सरकार

Signature





ভারত সরকার
Ministry of Identification, Government of India

UIDAI Registration No: 1215/8010/06098

UIDAI
 152, BANARAS ROAD,
 KOLKATA 700019

UIDAI



আপনার আধার সংখ্যা / Your Aadhaar No. :

7882 2426 3668

আমার আধার, আমার পরিচয়



UIDAI
 152, BANARAS ROAD,
 KOLKATA 700019



UIDAI
 152, BANARAS ROAD,
 KOLKATA 700019

7882 2426 3668

আমার আধার, আমার পরিচয়



UIDAI
 152, BANARAS ROAD, KOLKATA 700019

INFORMATION

- Aadhaar is a proof of identity, not of citizenship
- To establish identity, authenticate on online
- This is electronically generated letter

- আধার মাত্র বৈধ নয়।
- আধার প্রমাণিত পরিচয় - এ সেবাগুলি পরিচয় স্থাপন করতে সাহায্য করে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in getting Government and Non-Government services in future.



UIDAI
 152, BANARAS ROAD,
 KOLKATA 700019

UIDAI
 152, BANARAS ROAD,
 KOLKATA 700019



7882 2426 3668

আমার আধার, আমার পরিচয়

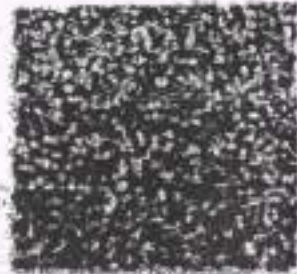
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA



एगोले भंडा एगोले कार्ड
E-GOLE BANDA EGOLE CARD
EGDPB2975N



ASOK BHATTACHARYA

ASOK BHATTACHARYA

1234567890



भारत सरकार

Ministry of Information and Public Relations, Government of India

Record No. / Enrolment No. : 2086/13070/78318

To
Shri. A. K. Das
Akhilaba Bhattacharya
C/O A. K. Bhattacharya
Ward No. 314 No. 394
Chakdaha Govt. Colony-A
Purba Midnapore
South 24 Parganas, West Bengal - 700053
901276566

Digitally signed by

[Signature]

Send to Your Aadhaar No.

2839 6389 2409

MR-91123-778-116

सर्वे भद्राणि सुकुरुते

Akhilaba Bhattacharya
C/O A. K. Bhattacharya
Ward No. 314 No. 394
Chakdaha Govt. Colony-A
Purba Midnapore
South 24 Parganas, West Bengal - 700053
901276566

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

DINPB6133D

नाम
ALOKE BHATTACHARJEE

(पति) का नाम / Father's Name
ANIL RANJAN BHATTACHARJEE

व्यक्तिगत पहचान संख्या
19/11/1959



आयकर अधिकारी

भारत सरकार
GOVERNMENT OF INDIA



अलोक भट्टाचार्य
Aloke Bhattacharjee
उत्पत्ति/ DOB: 19/11/1959
पुंलिंग / MALE



6221 1666 1888

आमार आधार, आमार पहिचान

भारत सरकार
GOVERNMENT OF INDIA

ठिकाना:
S/O. अलोक भट्टाचार्य
पुत्री, बाराबंकी जिला, उत्तर प्रदेश
बाराबंकी (उम), पिन 22
पिन 22 - 700140

Address:
S/O. Alok Bhattacharjee
NANGPARBANGLA
BARABANKI, NANGPARBANGLA (U),
South 24 Parganas,
West Bengal, 700140

6221 1666 1888

MEERA AADHAAR, MERI PEHACHAN

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

TAPAN BHATTACHERJEE

ANIL RANJAN BHATTACHERJEE

31/08/1963

Parliament Account Number

BNNPB5576M

1/1/64

Source





भारत सरकार
GOVERNMENT OF INDIA



तपन ठाकुर
Tapan Bhattacharya
व्यक्तिगत / DOB. 07/02/1965
पुरुष / MALE



6555 1516 2225

आमता आधार, आमतार परिचय







भारत सरकार
Unique Identification Authority of India
Government of India

Enrollment No. 218940558153169

To
 Chandan Prasad, s/o
 S/O Anil Singh Shastri, s/o
 NAMDEEPANGLA BATAJAGAN
 VTC, Mandla (M)
 PO, Parbhani
 Dist. District, C/O. S.P. Prasad, District, C/O. S.P.

Gender
 Date of Birth

Pin Code: 491140
 Mobile: 919300219



आपका आधार क्रमांक / Your Aadhaar No.

4168 8889 7242

मेरा आधार, मेरी पहचान



Chandan Prasad, s/o
 S/O Anil Singh
 M.P.



4168 8889 7242

मेरा आधार, मेरी पहचान

Aadhaar ARCHIVE

आयकर विभाग
INCOME TAX DEPARTMENT




भारत सरकार
GOVT. OF INDIA

SUPRIYO BHATTACHARYA
ANIL RANJAN BHATTACHARYA
13/02/1965
Permanent Account Number
AKPPB6673F



Supriyo Bhattacharya
Signature

भारत सरकार
GOVERNMENT OF INDIA



सुद्रियो भट्टाचार्य
Sudriyo Bhattacharya
जन्म तारीख / DOB: 13/02/1965
पुरुष / MALE

3943 5378 0286

आधार-माधारण मानुषेव अघिकार

आधार प्रमाणिका
Aadhaar Pramanika

ठिकाण:
S/O: अनिल रमन भट्टाचार्य,
पुत्री मारवादा बङ्गलपर,
मधुसूतना (एस), पश्चिम २४
परगना,
पश्चिम बङ्ग - 700140

Address:
S/O: Anil Ranjan Bhattacharya,
NANGI PARANGLA
BATANAGAR, Maheshnala (M),
South 24 Parganas,
West Bengal - 700140

3943 5378 0286

MERA AADHAAR, MERI PEHACHAN

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER	ADPPB7336N	
नाम / NAME	SUSANTA BHATTACHARJEE	
पिता का नाम / FATHER'S NAME	ANIL RANJAN BHATTACHARJEE	
जन्म तिथि / DATE OF BIRTH	10-05-1965	
हस्ताक्षर / SIGNATURE		
		अधीक्षक आयकर, प. 7, सी. 7 COMMISSIONER OF INCOME TAX, W.B. XI

यह कार्ड खो / मिल जाने पर कृपया जारी करने वाले अधिकारी को सूचित / वापस कर दें।
संबन्धित आयकर अधिकारी (पदाति एवं तकनीकी),
पी-7,
चौमली स्क्वायर,
कलकत्ता - 700 069.

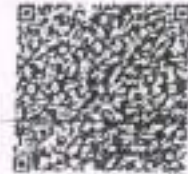
In case this card is lost/found, kindly inform/return to
the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta - 700 069.



भारत सरकार
GOVERNMENT OF INDIA



Susanta Bhattacharjee
DOB: 10/05/1965
Male / MALE



4354 9959 2549

MERA AADHAAR, MERI PEHACHAN



भारतीय विशिष्ट पहचान प्राधिकरण
INDIAN IDENTIFICATION AUTHORITY OF INDIA

Address:

S/O: Anil Ranjan Bhattacharjee,
ankush club, vdyasagar PUR,
Inda, Paschim Medinipur,
West Bengal - 721305

4354 9959 2549

MERA AADHAAR, MERI PEHACHAN

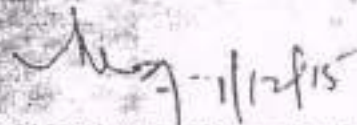
Government of West Bengal
Office of the Registrar of Firms, Societies & Non-Trading Corporations,
West Bengal, P-16 India Exchange Place Extension,
Todi Mansion, 10th Floor, Kolkata-700073.
PH- 033 2237-4318

Memo No: 429 F-18

Date: 1/12/15

TO WHOM IT MAY CONCERN

It is to certify that on 06/10/2015, partners of the partnership firm, **M/S D S PROPERTIES**, having principal place of business at **9/1 Old Post Office Street, (Ground Floor), Kolkata 700001, West Bengal** had applied for registration under Indian Partnership Act 1932. The case was processed at this end and finally accepted on 18/11/2015 on hearing of the partners. Certificate to this effect is expected to be issued shortly.



Additional Registrar of Firms, Societies &
Non-Trading Corporations, West Bengal

বিস্তারিত বিবরণের সহিত
নিম্ন বিবরণের নথি
নিম্ন বিবরণের নথি
কর্তৃপক্ষের নথি

9437

No.

Memorandum

The Registrar of Firms, West Bengal, hereby acknowledges receipt of the undermentioned document and intimates that it has been filed / recorded / registered pursuant to the Indian Partnership Act, 1932 (Act IX of 1932).

Statement required for registration
Form-D Filed on 6/10/15

Regn. No - 181116

M/S D.S. Properties



[Handwritten Signature]

KOLKATA.

Dated 18/11/15 20 15 A. Lal, Registrar of Firms, West Bengal.

To M/S D.S. Properties
9/1, Old Post Office Street
(Ground Floor), Kolkata - 700001

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA




स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ALSPS6302C

नाम / Name
ARUN SHARMA

पिता का नाम / Father's Name
DHANIK SHARMA

जन्म की तारीख / Date of Birth
15/08/1976


हस्ताक्षर / Signature



27052018

सिखर विधि

सिखर विधि



INCOME TAX DEPARTMENT

GOVT. OF INDIA

PITANGSHU CHAKRABORTY

J K CHAKRABORTY

15/11/1968

Post Office Account Number

AKPC4102G

[Handwritten Signature]

Signature



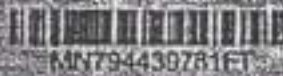
ভারত সরকার

Unique Identification Authority of India

ভাষিকভিত্তিক আইডি / Enrollment No: 1180/19375/00943

To
পিতামহ চক্রবর্তী
Pitangshu Chakraborty
SAO Himangshu Chakraborty
WEST JAGTALA
MAHESHTALA
Maheshbada (M)
Maheshtala
South 24 Parganas & South 24 Parganas
West Bengal JAGTALA

70-43976 118112016



MN794430781ET



আসনার আধার সংখ্যা / Your Aadhaar No.:

9250 8881 8593

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

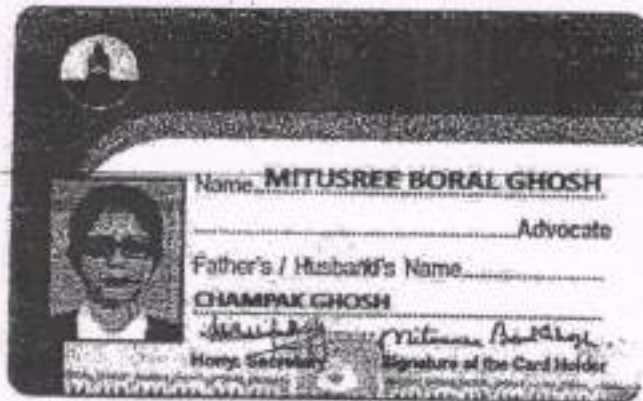


পিতামহ চক্রবর্তী
Pitangshu Chakraborty
পিতা : পিতামহ চক্রবর্তী
Father : Himangshu Chakraborty
জন্মতারিখ / DOB : 14/09/1965
শুরু / Mole



9250 8881 8593

আধার - সাধারণ মানুষের অধিকার



Card No. 1252 Date of Membership 22-04-2008
Address 84/11 Jyotiba Roy Road, New Alipore,
Kolkata-700023
Mobile : 9830234567
Enrolment No. W 84/11/2008
Enrolment Date 22-04-2008







Government of West Bengal

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

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







Signature / LTI Sheet of Query No/Year 16070001838406/2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr BENJAL TAKAL Village And Post Office Parbangla, Police Station, P.O.- PARBANGLA, P.S.- Maheshitla, District:- South 24-Parganas, West Bengal, India, PIN - 700140	Principal			LTI of Benjal Takal By the pen of Signature Benjal Takal
2	Mr REKHA TAKAL Village And Post Office Parbangla, Police Station, P.O.- PARBANLA, P.S.- Maneshitla, District:- South 24-Parganas, West Bengal, India, PIN - 700140	Principal			Rekha Takal







T.A.
7

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr ANUBHAB BHATTACHARYA Parbangla, Post Office Parbangla, Via Batanagar, P. P.O:- PARBANGLA, P.S:- Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN - 700140	Principal			Anubhab Bhattacharya 9/12/19
4	Mr ABHINABA BHATTACHARYA Parbangla, Post Office Parbangla, Via Batanagar, P. P.O:- PARBANGLA, P.S:- Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN - 700140	Principal			Abhinaba Bhattacharya, 9/12/19.
5	Mr ALOKE BHATTACHARJEE Parbangla, Post Office Parbangla, Via Batanagar, P. P.O:- PARBANGLA, P.S:- Maheshtala, District:- South 24-Parganas, West Bengal, India, PIN - 700140	Principal			Aloke Bhattacharjee 9/12/19

A
T

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6	Mr TAPAN BHATTACHERJEE Parbangla, Post Office Parbangla, Via Batanagar, P, P.O:- PARBANGLA, P.S:- Maheshlala, District:- South 24-Parganas, West Bengal, India, PIN -700140	Principal			Tapan Bhattacharjee 9/12/19
7	Mr CHANDAN BHATTACHARYYA Parbangla, Post Office Parbangla, Via Batanagar, P, P.O:- PARBANGLA, P.S:- Maheshlala, District:- South 24-Parganas, West Bengal, India, PIN -700140	Principal			Chandan Bhattacharyya 9.12.19
8	Mr SUPRIYO BHATTACHARYYA Parbangla, Post Office Parbangla, Via Batanagar, P, P.O:- PARBANGLA, P.S:- Maheshlala, District:- South 24-Parganas, West Bengal, India, PIN -700140	Principal			Supriyo Bhattacharyya 9/12/2019

G A

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr MITUSREE BORAL GHOSH -Wife of Mr CHAMPAK GHOSH 84/11, JYOTIS ROY ROAD, KOLKATA. P O.- NEW ALIPORE, P.S.- Behala, District- South 24-Parganas, West Bengal, India. PIN - 700053	Mr BENULAL TAKAL, Mr REKHA TAKAL, Mr ANUBHAB BHATTACHARYA, Mr ABHINABA BHATTACHARYA, Mr ALOKE BHATTACHARJEE, Mr TAPAN BHATTACHERJEE, Mr CHANDAN BHATTACHARYYA, Mr SUPRIYO BHATTACHARYA, M SUSANTA BHATTACHARJEE, Mr ARUN SHARMA			<i>Mitusree Boral Ghosh</i> 9.12.19

101

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

PAWA
/o

PAWA
/o



Government of West Bengal
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1607-0001838406/2019	Office where deed will be registered
Query Date	01/12/2019 6:24:00 AM	A.D.S.R. BEHALA, District: South 24-Parganas
Applicant Name, Address & Other Details	MITUSREE BORAL GHOSH 84/11 JYOTISH ROY ROAD, NEW ALIPORE, PO NEW ALIPORE, PS BEHALA, KOLKATA - 700053, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700053, Mobile No. : 9007450041, Status :Advocate	
Transaction	Additional Transaction	
(0139) Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 32,41,200/-]	
Set Forth value	Market Value	
Rs. 1/-	Rs. 1,15,31,988/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 20,121/- (Article:48(g))	Rs. 32,447/- (Article:E, E, E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non-Judicial Stamp
		Rs. 100/-
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)	

Land Details :

District: South 24-Parganas, P.S:- Maheshtala, Municipality: MAHESHTALA, Road: Budge Budge Trunk Road/Bye Lane, Road Zone : (BBT Road (Ward Other Than 12,13,17,24,25,28,35) Property Located Not On BBT Road -), Mouza: Par Bangla, Ward No: 31 JI No: 49, Pin Code : 700140

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-263/728	LR-1416	Bastu	Bastu	23 Katha 4 Chatak	1/-	1,15,31,988/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
Grand Total :					38.3625Dec	1/-	115,31,988/-	

Principal Details :

Sl No	Name & address	Status	Execution Admission Details:
1	Mr BENULAL TAKAL Son of Late PANCHU GOPAL TAKAL Village And Post Office Parbangla, Police Station, P.O:- PARBANGLA, P.S:- Maheshatala, District:-South 24-Parganas, West Bengal, India, PIN -700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: BJKPT8830R, Aadhaar No: 34xxxxxxxx8795, Status :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self . To be Admitted by: Self
2	Mr REKHA TAKAL Wife of Mr BENU LAL TAKAL Village And Post Office Parbangla, Police Station, P.O:- PARBANGLA, P.S:- Maheshatala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BJKPT8880R, Aadhaar No: 95xxxxxxxx3922, Status :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self . To be Admitted by: Self
3	Mr ANUBHAB BHATTACHARYA Son of Late ASOKE BHATTACHARYA Parbangla, Post Office Parbangla, Via Bata nagar, P, P.O:- PARBANGLA, P.S:- Maheshatala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: CEMPB7944C, Aadhaar No: 78xxxxxxxx3668, Status :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self . To be Admitted by: Self
4	Mr ABHINABA BHATTACHARYA Son of Late ASOKE BHATTACHARYA Parbangla, Post Office Parbangla, Via Bata nagar, P, P.O:- PARBANGLA, P.S:- Maheshatala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: EGDPB2975N, Aadhaar No: 23xxxxxxxx2409, Status :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self . To be Admitted by: Self
5	Mr ALOKE BHATTACHARJEE Son of Late ANIL RANJAN BHATTACHARJEE Parbangla, Post Office Parbangla, Via Bata nagar, P, P.O:- PARBANGLA, P.S:- Maheshatala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: DINPB6133D, Aadhaar No: 62xxxxxxxx1888, Status :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self . To be Admitted by: Self
6	Mr TAPAN BHATTACHERJEE Son of Late ANIL RANJAN BHATTACHERJEE Parbangla, Post Office Parbangla, Via Bata nagar, P, P.O:- PARBANGLA, P.S:- Maheshatala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: BNNPB5576M, Aadhaar No: 65xxxxxxxx2225, Status :Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self . To be Admitted by: Self

7	Mr CHANDAN BHATTACHARYYA Son of Late ANIL RANJAN BHATTACHARYYA Parbangla, Post Office Parbangla, Via Batanagar, P. P.O:- PARBANGLA, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AHOPB7008E, Aadhaar No: 41xxxxxxxx7242, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
8	Mr SUPRIYO BHATTACHARYA Son of Late ANIL RANJAN BHATTACHARYYA Parbangla, Post Office Parbangla, Via Batanagar, P. P.O:- PARBANGLA, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AKPPB6673F, Aadhaar No: 39xxxxxxxx0286, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
9	Mr SUSANTA BHATTACHARJEE Son of Late ANIL RANJAN BHATTACHARJEE Parbangla, Post Office Parbangla, Via Batanagar, P. P.O:- PARBANGLA, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ADPPB7336N, Aadhaar No: 43xxxxxxxx2549, Status :Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
10	D S PROPERTIES 9/1, OLD POST OFFICE STREET, KOLKATA, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AALFD7797C, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Attorney Details :

Sl No	Name & address	Status	Execution/Admission Details:
1	D S PROPERTIES 9/1, OLD POST OFFICE STREET, KOLKATA, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AALFD7797C, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Mr ARUN SHARMA Son of Late DHANIK SHARMA 49M, SWINHOE LANE, BLOCK - 49, KOLKATA, Swinhoe Lane, P.O:- KASBA, P.S:- Kasba, District-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALSPS6302C, Aadhaar No: 34000000007758	D S PROPERTIES (as PARTNER), D S PROPERTIES (as PARTNER)
2	Mr PITANGSHU CHAKRABORTY Son of Mr HIMANGSHU CHAKRABORTY WEST JAGTALA, P.O:- MAHESHTALA, P.S:- Maheshtala, District-South 24-Parganas, West Bengal, India, PIN - 700141 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AIRPC4102G, Aadhaar No: 92000000008593	D.S PROPERTIES (as), D S PROPERTIES (as AS PARTNER)

Identifier Details :

Name & address
Mr MITUSREE BORAL GHOSH Wife of Mr CHAMPAK GHOSH 84/11, JYOTIS ROY ROAD, KOLKATA, P.O:- NEW ALIPORE, P.S:- Behala, District-South 24-Parganas, West Bengal, India, PIN - 700053, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr BENULAL TAKAL, Mr REKHA TAKAL, Mr ANUBHAB BHATTACHARYA, Mr ABHINABA BHATTACHARYA, Mr ALOKE BHATTACHARJEE, Mr TAPAN BHATTACHARJEE, Mr CHANDAN BHATTACHARYA, Mr SUPRIYO BHATTACHARYA, Mr SUSANTA BHATTACHARJEE, Mr ARUN SHARMA

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 31-12-2019) for e-Payment. Assessed market value & Query is valid for 30 days.(i.e. upto 31-12-2019)
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs. 10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.

10.

It appears that sellers/transferees are not recorded owners/tenants. Please get their names mutated at concerned Block Land & Land Reforms Office at immediately, if possible, prior to registration, for your own benefit. You may submit application for mutation now online using the following website: banglarbhumi.gov.in.

AS- 5 of 5

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 192019200119688451

GRN Date: 08/12/2019 20:52:38

BRN: 308515502

Payment Mode Online-Payment

Bank: AXIS Bank

BRN Date: 08/12/2019 20:54:43

DEPOSITOR'S DETAILS

Id No.: 16070001838406/4/2019

(Query No./Query Year)

Name: ARUN SHARMA

Contact No.: 03324422284

Mobile No.: +91 9007450041

E-mail: DSP_2015@YAHOO.COM

Address: 49M SWINHOE LANE TALBAGAN KASBAKOLKATA 700042

Applicant Name: Mrs MITUSREE BORAL GHOSH

Office Name:

Office Address:

Status of Depositor: Buyer/Claimants

Purpose of payment / Remarks: Sale, Development Power of Attorney Payment No 4

PAYMENT DETAILS

Sl No	Identification No	Head of A/C Description	Head of A/C	Amount ₹
1	16070001838406/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	9950
2	16070001838406/4/2019	Property Registration- Registration Fees	0030-03-104-001-16	14

In Words: Rupees Nine Thousand Nine Hundred Sixty Four only

Total

9964

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-011735218-1

GRN Date: 12/12/2019 23:06:04

BRN: 308622925

Payment Mode Online Payment

Bank: AXIS Bank

BRN Date: 12/12/2019 23:09:07

DEPOSITOR'S DETAILS

Id No.: 16070001838406/11/2019

(Query No./Query Year)

Name: ARUN SHARMA

Contact No.:

E-mail:

Mobile No.: +91 9007450041

Address: 49M SWINHOLE LANE KOLKATA 700042

Applicant Name: Mrs MITUSREE BORAL GHOSH

Office Name:

Office Address:

Status of Depositor: Buyer/Claimants

Purpose of payment / Remarks: Sale, Development Power of Attorney Payment No 11

PAYMENT DETAILS

Sl No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	16070001838406/11/2019	Property Registration-Stamp duty	0030-02-103-003-02	10071
2	16070001838406/11/2019	Property Registration-Registration Fees	0030-03-104-001-18	32433

In Words: Rupees Forty Two Thousand Five Hundred Four only

Total

42504

Major Information of the Deed

Deed No.	I-1607-13267/2019	Date of Registration	18/12/2019
Query No./Year	1607-0001838406/2019	Office where deed is registered	
Query Date	01/12/2019 6:24:00 AM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	MITUSREE BORAL GHOSH 84/11 JYOTISH ROY ROAD, NEW ALIPORE, PO NEW ALIPORE, PS BEHALA, KOLKATA - 700053, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700053, Mobile No. : 9007450041, Status : Advocate		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 32,41,200/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,15,31,988/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 20,121/- (Article:48(g))	Rs. 32,447/- (Article:E, E, E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Maheshtala, Municipality: MAHESHTALA, Road: Budge Budge Trunk Road/Bye Lane, Road Zone : (BBT Road (Ward Other Than 12,13,17,24,25,28,35) Property Located Not On BBT Road -), Mouza: Par Bangla, , Ward No: 31 Ji No: 49, Pin Code : 700140

Sch No.	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set forth Value (in Rs.)	Market Value (in Rs.)	Other Details
L1	LR-263/728	LR-1416	Bastu	Bastu	23 Katha 4 Chatak	1/-	1,15,31,988/-	Width of Approach Road: 12 Ft, Adjacent to Metal Road,
Grand Total :							1/-	115,31,988 /-

Principal Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	Mr BENULAL TAKAL Son of Late PANCHU GOPAL TAKAL Village And Post Office Parbangla, Police Station, P.O:- PARBANGLA, P.S:- Maheshtala, District: South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: BJKPT8830R, Aadhaar No: 34xxxxxxxx8795, Status : Individual, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence

2	<p>Mr REKHA TAKAL Wife of Mr BENU LAL TAKAL Village And Post Office Parbangla, Police Station, P.O:- PARBANLA, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BJKPT8880R, Aadhaar No: 95xxxxxxxx3922, Status :Individual, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence</p>
3	<p>Mr ANUBHAB BHATTACHARYA Son of Late ASOKE BHATTACHARYA Parbangla, Post Office Parbangla, Via Batanagar, P, P.O:- PARBANGLA, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: CEMPB7944C, Aadhaar No: 78xxxxxxxx3668, Status :Individual, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence</p>
4	<p>Mr ABHINABA BHATTACHARYA Son of Late ASOKE BHATTACHARYA Parbangla, Post Office Parbangla, Via Batanagar, P, P.O:- PARBANGLA, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: EGDPB2975N, Aadhaar No: 23xxxxxxxx2409, Status :Individual, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence</p>
5	<p>Mr ALOKE BHATTACHARJEE Son of Late ANIL RANJAN BHATTACHARJEE Parbangla, Post Office Parbangla, Via Batanagar, P, P.O:- PARBANGLA, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: DINPB6133D, Aadhaar No: 62xxxxxxxx1888, Status :Individual, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence</p>
6	<p>Mr TAPAN BHATTACHERJEE Son of Late ANIL RANJAN BHATTACHERJEE Parbangla, Post Office Parbangla, Via Batanagar, P, P.O:- PARBANGLA, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: BNNPB5576M, Aadhaar No: 65xxxxxxxx2225, Status :Individual, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence</p>
7	<p>Mr CHANDAN BHATTACHARYYA Son of Late ANIL RANJAN BHATTACHARYYA Parbangla, Post Office Parbangla, Via Batanagar, P, P.O:- PARBANGLA, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AHOPB7008E, Aadhaar No: 41xxxxxxxx7242, Status :Individual, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence</p>
8	<p>Mr SUPRIYO BHATTACHARYA Son of Late ANIL RANJAN BHATTACHARYA Parbangla, Post Office Parbangla, Via Batanagar, P, P.O:- PARBANGLA, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AKPPB6673F, Aadhaar No: 39xxxxxxxx0286, Status :Individual, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence</p>

9	Mr SUSANTA BHATTACHARJEE Son of Late ANIL RANJAN BHATTACHARJEE Parbangla, Post Office Parbangla, Via Batanagar, P, P.O:- PARBANGLA, P.S:- Maheshtala, District-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ADPPB7335N, Aadhaar No: 43xxxxxxxx2549, Status :Individual, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2019 , Admitted by: Self, Date of Admission: 09/12/2019 ,Place : Pvt. Residence
10	D S PROPERTIES 9/1, OLD POST OFFICE STREET, KOLKATA, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AALFD7797C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative.

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	D S PROPERTIES 9/1, OLD POST OFFICE STREET, KOLKATA, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AALFD7797C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr ARUN SHARMA (Presentant) Son of Late DHANIK SHARMA 49M, SWINHOLE LANE, BLOCK - 49, KOLKATA, Swinhole Lane, P.O:- KASBA, P.S:- Kasba, District-South 24-Parganas, West Bengal, India, PIN - 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALSPS6302C, Aadhaar No: 34xxxxxxxx7758 Status : Representative, Representative of : D S PROPERTIES (as PARTNER), D S PROPERTIES (as PARTNER)
2	Mr PITANGSHU CHAKRABORTY Son of Mr HIMANGSHU CHAKRABORTY WEST JAGTALA, P.O:- MAHESHTALA, P.S:- Maheshtala, District-South 24-Parganas, West Bengal, India, PIN - 700141, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AIRPC4102G, Aadhaar No: 92xxxxxxxx8593 Status : Representative, Representative of : D S PROPERTIES (as), D S PROPERTIES (as AS PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr MITUSREE BORAL GHOSH Wife of Mr CHAMPAK GHOSH 84/11, JYOTIS ROY ROAD, KOLKATA, P.O:- NEW ALIPORE, P.S:- Behala, District-South 24-Parganas, West Bengal, India, PIN - 700053			
Identifier Of Mr BENULAL TAKAL, Mr REKHA TAKAL, Mr ANUBHAB BHATTACHARYA, Mr ABHINABA BHATTACHARYA, Mr ALOKE BHATTACHARJEE, Mr TAPAN BHATTACHARJEE, Mr CHANDAN BHATTACHARYA, Mr SUPRIYO BHATTACHARYA, Mr SUSANTA BHATTACHARJEE, Mr ARUN SHARMA, Mr PITANGSHU CHAKRABORTY			

Endorsement For Deed Number : I - 160713267 / 2019

On 09/12/2019

Presentation(Under Section 52 & Rule 22A(3) 48(4) W.B. Registration Rules, 1987)

Presented for registration at 15:40 hrs on 09-12-2019, at the Private residence by Mr ARUN SHARMA .

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 1,15,31,988/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1982)

Execution is admitted on 09/12/2019 by 1. Mr BENULAL TAKAL, Son of Late PANCHU GOPAL TAKAL, Village And Post Office Parbangla, Police Station, P.O: PARBANGLA, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession Service, 2. Mr REKHA TAKAL, Mr BENU LAL TAKAL, Village And Post Office Parbangla, Police Station, P.O: PARBANLA, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession House wife, 3. Mr ANUBHAB BHATTACHARYA, Son of Late ASOKE BHATTACHARYA, Parbangla, Post Office Parbangla, Via Batanagar, P, P.O: PARBANGLA, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession Service, 4. Mr ABHINABA BHATTACHARYA, Son of Late ASOKE BHATTACHARYA, Parbangla, Post Office Parbangla, Via Batanagar, P, P.O: PARBANGLA, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession Service, 5. Mr ALOKE BHATTACHARJEE, Son of Late ANIL RANJAN BHATTACHARJEE, Parbangla, Post Office Parbangla, Via Batanagar, P, P.O: PARBANGLA, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession Service, 6. Mr TAPAN BHATTACHERJEE, Son of Late ANIL RANJAN BHATTACHERJEE, Parbangla, Post Office Parbangla, Via Batanagar, P, P.O: PARBANGLA, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession Service, 7. Mr CHANDAN BHATTACHARYYA, Son of Late ANIL RANJAN BHATTACHARYYA, Parbangla, Post Office Parbangla, Via Batanagar, P, P.O: PARBANGLA, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession Service, 8. Mr SUPRIYO BHATTACHARYA, Son of Late ANIL RANJAN BHATTACHRYA, Parbangla, Post Office Parbangla, Via Batanagar, P, P.O: PARBANGLA, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession Service, 9. Mr SUSANTA BHATTACHARJEE, Son of Late ANIL RANJAN BHATTACHARJEE, Parbangla, Post Office Parbangla, Via Batanagar, P, P.O: PARBANGLA, Thana: Maheshtala, , South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession Service

Indetified by Mr MITUSREE BORAL GHOSH, , Mr CHAMPAK GHOSH, 84/11, JYOTIS ROY ROAD, KOLKATA, P.O: NEW ALIPORE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by profession Advocate


Admission of Execution (Under Section 58, W.B. Registration Rules, 1982) : [Representative]

Execution is admitted on 09-12-2019 by Mr ARUN SHARMA, PARTNER, D S PROPERTIES (Partnership Firm), 9/1, OLD POST OFFICE STREET, KOLKATA, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700001; PARTNER, D S PROPERTIES (Partnership Firm), 9/1, OLD POST OFFICE STREET, KOLKATA, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001

Identified by Mr MITUSREE BORAL GHOSH, , Mr CHAMPAK GHOSH, 84/11, JYOTIS ROY ROAD, KOLKATA, P.O: NEWALIPORE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by profession Advocate

Execution is admitted on 09-12-2019 by Mr PITANGSHU CHAKRABORTY, , D S PROPERTIES (Partnership Firm), 9/1, OLD POST OFFICE STREET, KOLKATA, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700001; AS PARTNER, D S PROPERTIES (Partnership Firm), 9/1, OLD POST OFFICE STREET, KOLKATA, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700001

Identified by Mr MITUSREE BORAL GHOSH, , Mr CHAMPAK GHOSH, 84/11, JYOTIS ROY ROAD, KOLKATA, P.O: NEWALIPORE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by profession Advocate



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

On 12-12-2019

Payment of Fees

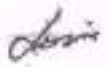
Certified that required Registration Fees payable for this document is Rs 32,447/- (B = Rs 32,412/- ,E = Rs 35/-) and Registration Fees paid by by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB Online on 08/12/2019 8:54PM with Govt. Ref. No: 192019200110668451 on 08-12-2019, Amount Rs: 14/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 308515502 on 08-12-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,121/- and Stamp Duty paid by by online = Rs 9,950/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB Online on 08/12/2019 8:54PM with Govt. Ref. No: 192019200110668451 on 08-12-2019, Amount Rs: 9,950/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 308515502 on 08-12-2019, Head of Account 0030-02-103-003-02



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

Certificate of Admissibility (Rule 43, W.B. Registration Rules, 1952)

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 32,447/- (B = Rs 32,412/-, E = Rs 35/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 32,433/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2019 11:09PM with Govt. Ref. No: 192019200117352181 on 12-12-2019, Amount Rs: 32,433/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 308622925 on 12-12-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,121/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 10,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 576006, Amount: Rs.100/-, Date of Purchase: 30/11/2019, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2019 11:09PM with Govt. Ref. No: 192019200117352181 on 12-12-2019, Amount Rs: 10,071/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 308622925 on 12-12-2019, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered In Book - I

Volume number 1607-2020, Page from 5609 to 5703

being No 160713267 for the year 2019.



Digitally signed by SANDIP BISWAS
Date: 2020.01.06 14:34:06 +05:30
Reason: Digital Signing of Deed.

Sandip

(Sandip Biswas) 2020/01/06 02:34:06 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)