

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

भारत INDIA  
INDIAN NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

Z 146493

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3145  
13-3-18

8-1-65132/18

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

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Adl. District Sub-Registrar  
Dehata, South 24 Parganas

14 MAR 2018

**DEVELOPMENT AGREEMENT WITH  
DEVELOPMENT POWER OF ATTORNEY**

**THIS AGREEMENT FOR DEVELOPMENT** is made this the  
(3<sup>rd</sup> day of March, 2018 (Two Thousand and Eighteen)

**BETWEEN**

- 8 MAR 2018

36788  
Bandana B. N. Red  
81/12 B. N. Red  
Kob 60  
100  
H. N. K. S. S. S. S.  
34  
Alleged Judge's Court, 24 Pgs (S)

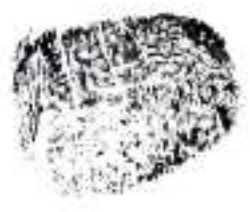
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**D. S. ENTERPRISE**  
 Partner  
(SUBHASIS CHATTERJEE)



7501





7502


उत्तरा उत्तरा



7503

same number



  
**A.D.S.R. Behala**  
13 MAR 2018  
Dist.- South 24 Pgs.

### Major Information of the Deed

Deed No :	I-1607-02464/2018	Date of Registration	14/03/2018
Query No / Year	1607-1000065132/2018	Office where deed is registered	
Query Date	28/02/2018 2:13:01 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subhasis Chatterjee P-207 Goalapara Road, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700060, Mobile No. : 9830087646, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 91,06,525/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 10,171/- (Article:48(g))	Rs. 78/- (Article: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.- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Banamali Naskar Road, Road Zone : (Harisava Road – Rest/Premises Located not on Road) , , Premises No. 32, Ward No: 131

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land ROR	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	5 Katha 3 Chatak 14 Sq Ft	1/-	77,56,525/-	Width of Approach Road: 12 Ft.
<b>Grand Total :</b>				<b>8.5915Dec</b>	<b>1/-</b>	<b>77,56,525/-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1800 Sq Ft.	1/-	13,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>1800 sq ft</b>	<b>1/-</b>	<b>13,50,000/-</b>	

Major Information of the Deed - I-1607-02464/2018-14/03/2018





## Principal Details :

Name,Address,Photo,Finger print and Signature

- | Sl No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>Smt Bandana Banerjee</b><br>Wife of Late Sukumar Banerjee 81/1 Banamali Naskar Road, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: CRHPB5421L, Status :Individual, Executed by: Self, Date of Execution: 13/03/2018<br>, Admitted by: Self, Date of Admission: 13/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/03/2018<br>, Admitted by: Self, Date of Admission: 13/03/2018 ,Place : Pvt. Residence  |
| 2     | <b>Smt Soma Mukherjee</b><br>Wife of Shri Abhijit Mukherjee 9, Dr. K. D. Mukherjee Road, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: CONPMB101D, Status :Individual, Executed by: Self, Date of Execution: 13/03/2018<br>, Admitted by: Self, Date of Admission: 13/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/03/2018<br>, Admitted by: Self, Date of Admission: 13/03/2018 ,Place : Pvt. Residence |
| 3     | <b>Smt Rima Chatterjee</b><br>Wife of Shri Chandan Chatterjee 81/1 Banamali Naskar Road, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: BBLPC8751R, Status :Individual, Executed by: Self, Date of Execution: 13/03/2018<br>, Admitted by: Self, Date of Admission: 13/03/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 13/03/2018<br>, Admitted by: Self, Date of Admission: 13/03/2018 ,Place : Pvt. Residence |

## Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>D S ENTERPRISE</b> P-2 Unique Park, 4th Floor, Flat No: 8, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 , PAN No.: AANFD4277F, Status :Organization, Executed by: Representative

## Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri Debasis Chatterjee</b> Son of Late Deb Ranjan Chatterjee P-207 Goalapara Road, R. K. Sarani, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.: ACPPC9147H Status : Representative, Representative of : D S ENTERPRISE (as partner)
2	<b>Shri Subhasis Chatterjee (Presentant )</b> Son of Late Deb Ranjan Chatterjee P-207 Goalapara Road, R. K. Sarani, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.: AEGPC5065F Status : Representative, Representative of : D S ENTERPRISE (as partner)

Major Information of the Deed - I-1607-02464/2018-14/03/2018.



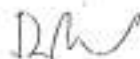
Biswarupa Singha  
 Wife of Tarun Kr Singha  
 13 A Brojendra Lal Ganguly Lane, P.O - Tollygunge, P.S - Charu Market, District - South 24 Parganas, West Bengal,  
 India, PIN - 700033, Sex Female, By Caste Hindu, Occupation Advocate, Citizen of India, Identifier Of Smt Bandana  
 Banerjee, Smt Soma Mukherjee, Smt Rima Chatterjee, Shri Debasis Chatterjee, Shri Subhasis Chatterjee

**Endorsement For Deed Number : I - 160702464 / 2018**

On 28-02-2018

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 91,06,525/-



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

On 13-03-2018

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

Presented for registration at 15:45 hrs on 13-03-2018, at the Private residence by Shri Subhasis Chatterjee,

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

Execution is admitted on 13/03/2018 by 1. Smt Bandana Banerjee, Wife of Late Sukumar Banerjee, 81/1 Banamali Naskar Road, P.O: Parnasree, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession House wife, 2. Smt Soma Mukherjee, Wife of Shri Abhijit Mukherjee, 9, Dr. K. D. Mukherjee Road, P.O Parnasree, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession House wife, 3. Smt Rima Chatterjee, Wife of Shri Chandan Chatterjee, 81/1 Banamali Naskar Road, P.O: Parnasree, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession House wife

Identified by Mrs Swarupa Singha, Wife of Tarun Kr Singha, 13 A Brojendra Lal Ganguly Lane, P.O Tollygunge, Thana: Charu Market, South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Advocate

Muxat Information of the Deed - I-1607-02464/2018-14/03/2018






Commission of Execution ( Under Section 33, W.B. Registration Rules, 1962 ) [Representative]

Execution is admitted on 13-03-2018 by Shri Debasis Chatterjee, partner, D S ENTERPRISE (Partnership Firm), P-2 Unique Park, 4th Floor, Flat No: 8, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700033

Indebted by Mrs Swarupa Singha, , Wife of Tarun Kr Singha, 13 A Brojendra Lal Ganguly Lane, P.O Tollygunge, Thana Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Advocate

Execution is admitted on 13-03-2018 by Shri Subhasis Chatterjee, partner, D S ENTERPRISE (Partnership Firm), P-2 Unique Park, 4th Floor, Flat No: 8, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700033

Indebted by Mrs Swarupa Singha, , Wife of Tarun Kr Singha, 13 A Brojendra Lal Ganguly Lane, P.O: Tollygunge, Thana Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Advocate



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

On 14-03-2018

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4B (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 78/- ( B = Rs 50/- , E = Rs 28/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 78/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/03/2018 3:23AM with Govt. Ref. No: 192017180192699771 on 10-03-2018, Amount Rs: 78/-, Bank: CANARA BANK ( CNRB0000344), Ref. No. GRIPS2018031045788 on 10-03-2018, Head of Account 0030-03-104-001-16

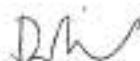
Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 146493, Amount: Rs.100/-, Date of Purchase: 08/03/2018, Vendor name: BIDYUT KR SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/03/2018 3:23AM with Govt. Ref. No: 192017180192699771 on 10-03-2018, Amount Rs: 10,071/-, Bank: CANARA BANK ( CNRB0000344), Ref. No. GRIPS2018031045788 on 10-03-2018, Head of Account 0030-02-103-003-02



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

Major Information of the Deed :- I-1607-02464/2018-14/03/2018



icate of Registration under section 60 and Rule 69.

stered in Book - I

olume number 1607-2018, Page from 80641 to 80714

being No 160702464 for the year 2018.



*Biswarup Goswami*

Digitally signed by BISWARUP  
GOSWAMI

Date: 2018.03.16 16:12:18 +05:30

Reason: Digital Signing of Deed.

(Biswarup Goswami) 3/16/2018 4:11:56 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)

(1) **SMT. BANDANA BANERJEE (PAN- CRHPB5421L)**, W/o, Late Sukumar Banerjee, by Faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 81/1, Banamali Naskar Road, Post Office and Police Station- Parnasree, Kolkata- 700 060, District - South 24 Parganas, (2) **SMT. SOMA MUKHERJEE (PAN-CONPM8101)**, W/o, Sri Abhijit Mukherjee, daughter of Late Sukumar Banerjee, by Faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 9, Dr. K. D. Mukherjee Road, Post Office and Police Station- Parnasree, Kolkata- 700 060, District - South 24-Parganas and (3) **SMT. RIMA CHATTERJEE (PAN- BBLPC8751R)**, W/o, Sri Chandan Chatterjee and daughter of Late Sukumar Banerjee, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at 81/1, Banamali Naskar Road, Post Office and Police Station- Parnasree, Kolkata- 700 060, District- South 24 Parganas, hereinafter collectively & jointly called and referred to as the **"LANDOWNERS/ FIRST PARTY"** (which expressions shall unless excluded by or repugnant to the context shall mean and include their respective heirs, executors, administrators, legal representatives and assigns) **OF THE ONE PART:**

**A N D**

**D. S. ENTERPRISE (PAN-AANFD4277F)** a Partnership Firm, having its registered office at P-2, Unique Park, Flat No.8, Fourth Floor, Police Station and Post Office-Farnasree, Kolkata - 700060, District-South 24 Parganas, represented by its Partners (1) **SRI DEBASIS CHATTERJEE (PAN-ACPPC9147H)** and (2) **SRI SUBHASIS CHATTERJEE ( PAN-AEGPC5065F)**, both sons of Late Deb Ranjan Chatterjee, both by Faith-





75071

Rina Chatterjee



75075

Seema Kumari



A.D.S.R. Behala

13 MAR 2018

Dist.- South 24 Pgs.

Swarupa Singha

Adv

w/o Sri Tarun Kir Singha

13A, Brajendra Lal Ganguly Lane

PS. Charu Market

PO - Tollygunge

Kolkata - 700032

Hindu, both by Occupation - Business, by Nationality - Indian, both residing at P-207, Goalapara Road, (R.K. Sarani), Post Office and Police Station- Parnasree, Kolkata- 700 060, District - South 24 Parganas hereinafter called and referred to as the **DEVELOPER / CONTRACTOR / SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, legal representatives, successors, successor-in-office, nominee or nominees and/or assigns) **OF THE OTHER PART:**

**WHEREAS** one Nagendra Nath Bandopadhyay since deceased was the absolute original recorded owner in possession of **ALL THAT** piece and parcel of rent free Brahmottar land measuring an area of 02 Bighas 05 Cottahs 00 Chittaks and 15 Sq. Ft. comprised in C.S. Dag Nos. 3614, 3615 and 3621 corresponding to R.S. Dag Nos. 11475, 11474, 11473/12301, 11473/12287 and 11486 under old Zamindari Khatian No. 1161 being Khanda Khatian No. 878 corresponding to R.S. Khatian Nos. 8517, 8518, 8519 and 8520 in Mouja Behala, Police Station Behala now Parnasree under Collectorate Touji No. 346, Rev. Survey No. 83, J.L. No. 2, Pargana- Balia, under Sub-Registry Office the then Alipore in the District of the then 24 Parganas.

**AND WHEREAS** said Nagendra Nath Bandopadhyay since deceased while thus was in peaceful uninterrupted possession and enjoyment of the said property as absolute recorded owner, he died intestate long before introduction of (implementation of) abolition of Zamindar system, leaving behind him his two sons viz. Nilratan Bandopadhyay and Satyendra Nath Bandopadhyay, both since deceased to inherit the said entire property



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having equal share each according to the then prevailing law of succession.

**AND WHEREAS** said Nilratan Bandopadhyay and Satyendra Nath Bandopadhyay after becoming the joint owners by inheritance while seized and possessed of the same said Nilratan Bandopadhyay died intestate leaving behind him his mother Smt. Santoshi Devi (Bandopadhyay), wife Nisha Rani Devi (Bandopadhyay) since deceased and one son Sukumar Bandopadhyay, since deceased to inherit his undivided share in the property according to law of succession.

**AND WHEREAS** thereafter said Santoshi Debi (Bandopadhyay) died intestate and upon her death her share in the property devolved upon her said son Satyendra Nath Bandopadhyay and said daughter in law Nisha Rani Debi (Bandopadhyay) and one grand-son said Sukumar Bandopadhyay to inherit her share in the property as her only heirs and legal representatives according to Hindu Succession Act.

**AND WHEREAS** said Satyendra Nath Bandopadhyay and the heirs of said Nilratan Bandopadhyay viz. Nisha Rani Debi (Bandopadhyay) and Sukumar Bandopadhyay both since deceased after becoming the owners by inheritance while seized and possessed of the said entire property they finding their difficulties in the matter of joint enjoyment amicably partitioned the said property amongst themselves by a duly registered Deed of Partition recorded in Book No. 1, Volume No. 23, Pages 64 to 70 Being No. 1311 for the year 1954 at the office of District Sub-Registrar Alipore at Behala.





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**AND WHEREAS** as per terms of the said Deed of Amicable Partition the said Nisha Rani Debi (Bandopadhyay) and Sukumar Bandopadhyay the heirs of said Nilratan Bandopadhyay mentioned therein as Second Party were jointly allotted the property measuring 19 Cottahs 15 Sq.Ft. as their absolute allocated demarcated and divided property and the said property was mentioned therein in the Schedule "KHA" written in Bengali Script marked as **LOT 'A', 'A1' and 'A2'** delineated in '**RED**' colour in the annexed Plan in the said Deed of Amicable Partition and the said Satyendra Nath Bandopadhyay mentioned as First Party in the said Deed of Partition alone was allotted the property mentioned therein in Schedule '**KA**' written in Bengali script delineated in "**YELLOW**" colour marked as **Lot 'B' and 'B1'** in the said Deed of Amicable Partition as his absolute allocated, demarcated and divided property.

**AND WHEREAS** by virtue of the aforesaid Deed of Amicable Partition the said Nisha Rani Debi (Bandopadhyay) and Sukumar Bandopadhyay both heirs of said Nilratan Bandopadhyay after becoming the absolute joint owners of the property marked above as **Lot 'A', 'A1' and 'A2'** while seized and possessed of the same as their absolute demarcated and divided property the said Nisha Rani Debi (Bandopadhyay) died intestate leaving behind her said son Sukumar Bandopadhyay as her only heir and legal representative to inherit her share in the property.

**AND WHEREAS** the said Sukumar Bandopadhyay after the death of his mother after becoming the absolute owner while seized and possessed of the same he sold the properties marked above as **Lot 'A', 'A2'** to different purchasers by several Deeds and while had been in peaceful



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uninterrupted possession and enjoyment of the balance property marked above as **Lot 'A1'** mentioned in the said Deed of Amicable Partition measuring an area of 7 cottahs 7 chittaks 15 sq. ft. together with building standing thereon by mutating his name in the records of the Govt. Seristha as well as in the records of the then South Suburban Municipality now the Kolkata Municipal Corporation (S. S. Unit) (hereinafter referred to as K.M.C.) as absolute 16 annas recorded owner by paying taxes, rents and rates thereof he died intestate on 17.10.2001 leaving behind his wife Smt. Bandana Banerjee and three daughters viz. Rakhi Halder, Soma Mukherjee and Rima Chatterjee, as his only heirs and legal representatives to inherit the said property having 1/4<sup>th</sup> undivided share each according to Hindu Succession Act.

**AND WHEREAS** the said Bandana Banerjee, Rakhi Halder, Soma Mukherjee and Rina Chatterjee all heirs of said Sukumar Bandopadhyay (Banerjee) after becoming the joint owners by inheritance while seized and possessed of the said property left by said Sukumar Bandopadhyay (Banerjee), they for their better enjoyment amicably partitioned the said property by a duly registered Deed of Partition recorded in Book No. 1, C. D. Volume No.16070217, Pages from 61539 to 61577, Being No. 160702047, for the year 2017 at the office of Additional District Sub-Registrar at Behala.

**AND WHEREAS** as per terms of the said Deed of Partition the **Landowners/First Party** herein were jointly allotted the property measuring more or less 5 cottahs 3 chittaks and 14 Sq.Ft. together with two storied building standing thereon being the Northern side described in





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**A.D.S.R. Behala**  
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Schedule '**KHA**' mentioned therein marked as **Lot 'A'** bordering '**RED**' in the attached Plan in the said Deed of Partition as their absolute allocated, divided and demarcated property and the said Rakhi Halder as 2<sup>nd</sup> Party therein was allotted a land on the Southern side measuring more or less 2 cottahs 4 chittaks as her absolute demarcated and divided property and the property allotted to said Rakhi Halder is mentioned in Schedule '**GA**' written in Bengali script shown in "**BLUE**" colour in the annexed Plan therein marked as **Lot 'B'**.

**AND WHEREAS** the **Landowners/First Party** herein by virtue of the aforesaid Deed of Partition after becoming the absolute joint owners have been in peaceful, uninterrupted possession and enjoyment of the property mentioned in the **First Schedule** and/or well and sufficiently entitled to the same without any disturbance from any quarter.

**AND WHEREAS** the **Landowners/First Party** being desirous of developing the said property was/is in search of a Developer/ Contractor who has good financial strength and vast experience in the field of promotional venture.

**AND WHEREAS** the **Developer/Contractor/Second Party** after coming to know the decision of the **Landowners/First Party** approached the **Landowners/First Party** and stated that the **Developer/Contractor/Second Party** concerned would be able to construct a Ground Plus Three storied building upon the said 5 cottahs 3 chittaks and 14 sq. ft. of land up to the maximum limit of floors consisting of several self contained Flats and Car Parking Spaces available



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as per present rules and regulations of the Kolkata Municipal Corporation and all funds required for such construction will be provided by the **Developer/Contractor/Second Party** from its own funds and/or other resources provided the said **Developer/Contractor/ Second Party** shall be entitled to sell/transfer the balance available construction of the proposed construction to any intending buyer/buyers as per terms and conditions settled by the **Developer/Contractor/Second Party** as per its own choice after handing over possession of the **Landowners'/First Party's** allocation mentioned hereinafter.

**AND WHEREAS** both the **Landowners/First Party** and the **Developer/Contractor/Second Party** agree to materialize the said proposal for construction of the proposed Ground Plus Three Storied building therefore, discussed the matter for long to avoid all future disputes and differences and finally agreed to record the terms and conditions hereinafter mentioned since verbally agreed.

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

#### **ARTICLE-I DEFINITION**

The following terms and expressions will be used in these presents for several times and for abandoned precaution all the times the expression shall always mean and/or shall carry out the meaning in the following manners and language.





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- 1) **OWNERS:-** Shall mean (1) **SMT. BANDANA BANERJEE**, wife of Late Sukumar Bandopadhyay( Banerjee), (2) **SMT. SOMA MUKHERJEE**, wife of Sri Abhijit Mukherjee, (3) **SMT. RIMA CHATTERJEE**, wife of Sri Chandan Chatterjee, including their respective heirs, legal representatives, executors, administrators and assigns as mentioned as **Landowners/First Party** in this agreement.
- 2) **DEVELOPER/CONTRACTOR/SECOND PARTY:-** Shall mean **D.S. ENTERPISE**, a Partnership Firm having its registered office at P-2, Unique Park, P.S & P.O-Parnasree, Kolkata-700060, District-South-24 Parganas, represented by its *Partners*. (1) **SRI DEBASIS CHATTERJEE** & (2) **SRI SUBHASIS CHATTERJEE**, including its successors, successors-in-office, nominees and assigns as mentioned as **Developer/Contractor/ Second Party** in this agreement.
- 3) **PREMISES/PROPERTY:-** Shall mean **ALL THAT** piece or parcel of land measuring 5 Cottahs 3 Chittaks 14 Sq. Ft. together with 2 Storied Building standing thereon situates and lying at and being Municipal Premises No. 32, Banamali Naskar Road, being Postal Premises No. 81/1, Banamali Naskar Road, P.S. Parnasree, Ward No. 131 of the Kolkata Municipal Corporation and particularly mentioned and described in the **First Schedule** hereunder written.
- 4) **PROPOSED BUILDING:-** Shall mean G +Three Storied building to be constructed on the said premises in accordance with the building



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**A.D.S.R: Behala**

13 MAR 2018

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plan subject to sanction by the K.M.C.

- 5) **BUILDING PLAN:-** Shall mean the plan which shall be prepared by the **Developer/Contractor/Second Party** signed by the **Landowners/First party/** herein or its nominees and to be sanctioned by the Kolkata Municipal Corporation and shall include any addition or alteration, modification, revision made by **Developer/ Contractor/ Second Party** in accordance with the building rules of the Kolkata Municipal Corporation.
- 6) **OWNERS' ALLOCATION:-**
- a. Shall mean on completion of the proposed building the Owners shall be entitled to the area of the said Building to be constructed on the said premises mentioned in the First Schedule hereunder being the entire 2<sup>nd</sup> floor and one Flat measuring 600Sq.Ft. (app) built up area on the top floor southern side and two car parking space in the ground floor. And Rs. 9,00,000/- in the following manner:
- (i) Rs. 5,000/- on the date of Agreement ✓  
 (ii) Balance after delivery of the possession.
- b. The **Landowners'/First Party's** Allocation including undivided proportionate share of land underneath the said Building and proportionate right of common areas, facilities and amenities as are available in the said Building as well as in the said Premises. The Owners' Allocation will be handed over in finished and complete condition as per **Fifth Schedule** below.





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- c. The **Developer/Contractor/Second Party** shall handover the possession of the Owners' Allocation in the said building within 24 months from the date of obtaining sanctioned building plan or handing over possession of the property mentioned in the **First Schedule** in favour of the **Developer/Contractor/Second Party** for construction of the proposed building whichever is later.
- d. The above allocation shall be provided to the Landowners/ First Party for allowing the Developer/Contractor/Second Party for construction of multistoried Building over the said property including in the share of the land attributable to the **Developer/Contractor/Second Party's** Allocation in the said Building. The aforesaid allocated portion shall be apportioned in various Deeds of Conveyance or Conveyances to be executed by the **Landowners/First Party** to give effect to the purpose of the project.
- e. Except the above allocations, the **Landowners/First Party** shall not claim or demand any other extra allocation or any monetary consideration from the Developer/Contractor/Second Party for the sale of **Developer/Contractor/Second Party's** Allocation in the said Building to be constructed in the said property.
- f. The **Landowners/First Party's** Allocation is morefully mentioned in the **Second Schedule** hereunder written.
- 7) **DEVELOPER/ CONTRACTOR/ SECOND PARTY'S ALLOCATION:-**  
Shall mean the remaining constructed area of the said building to be



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constructed at the said premises after allocation to the **Landowners/First Party** including proportionate share of land and common facilities and absolute right to enter into agreement for sale or any type of transfer, lease or in any way deal with the same as the absolute Owner thereof in the manner hereinafter provided.

- 8) **ENGINEER/ARCHITECT:-** Shall mean such person or persons may be appointed by the **Developer/Contractor/ Second Party** for making plan and supervising the construction of the building and act as per the Kolkata Municipal Corporation building rules.
- 9) **COMMON EXPENSES:-** Shall mean and include proportionate share of the costs, charges and expenses for working, maintenance upkeep, repair and replacement of the common parts.
- 10) **COMMON AREAS AND COMMON FACILITIES:-** Shall include corridors, stairways, passage, ways, common toilets, pump room, roof, water pump and motor, water tank & water reservoir, Lift and other facilities which may be mutually agreed upon between the parties hereto and required for the establishment, location, enjoyment provision, maintenance and/or management of the building which shall always remain as joint property of the Owners and the **Developer/Contractor/Second Party** and/or its nominee or nominees.





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- 11) **CAR PARKING SPACE:-** Shall mean open or covered space for keeping car on the Ground Floor.
- 12) **TRANSFER:-** Shall mean, with its Grammatical varieties, transfer of possession and by any other means adopted for effecting that is understood as transfer of undivided and impartible share of land to the purchaser/s thereof in strict adherence to the concept of transfer as prescribed by the law of the land.
- 14) **WORDS:-** Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neuter gender shall include masculine and feminine genders.

#### ARTICLE-II, COMMENCEMENT

This Agreement shall be deemed to have commenced with effect from the date of signing of this agreement and time is the essence of the contract.

#### ARTICLE-III, OWNERS' RIGHTS AND REPRESENTATION

- 1) The **Landowners/First Party** herein are the absolute joint owners in respect of the said premises more fully and particularly described in the **First Schedule** hereunder written.



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- 2) The abstract of title of the **Landowners/First Party** in respect of their property as mentioned hereinabove is true and correct.
- 3) The entire premises is in khas possession of the **Landowners/ First Party** herein and no person or persons other than the **Landowners/First Party** have any right of occupancy, easement of otherwise therein.
- 4) The **Landowners/First Party** will pay all the taxes and impositions in respect of the said premise up to date of **M.O.U.** and the **Landowners/First Party** have agreed to clear all the corporation taxes & Govt. Rents, if anything due till the date of commencement of construction of the said building or till handing over possession of the same to **Developer/Contractor/Second Party** for construction.
- 5) There are no suits and/or legal proceeding and/or litigation pending in any court involving the question of title to the said premises or any part thereof and involving the **Landowners/First Party** neither there are any separate agreement or agreements with anyone else relating to the said premises.
- 6) There are no arrear of taxes and/or dues of the **Landowners/First Party** with Income Tax, Wealth Tax, Gift Tax and/or other appropriate body or authorities that may affect the said premises in any manner whatsoever. Neither the said premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax, Revenue





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or any other public demand.

- 7) There are no impediments or bar under any law or statute by which the **Landowners/First Party** are prevented from selling and transferring their share, right title and interest in the said premises and as such the **Landowners/First Party** are entitled to execute necessary Deed/s of Conveyance in favour of the **Developer/Contractor/Second Party** and/or its nominees as the case may be in respect of the said proposed building further the **Landowners/First Party** have not in any way dealt with the said premises whereby the right, title and interest of the **Landowners/First Party** as to the ownership use development and enjoyment thereof is or may be affected in any manner whatsoever.
- 8) That the said premises is free from all mortgages, charges, loans, liens, lispendens, attachments, acquisition, requisition and any other encumbrances whatsoever.
- 9) No proceeding has been initiated or are pending in respect of the said premises in the office of the Urban Land (Ceiling and Regulation) Act. 1972.
- 10) The said premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings have been received or come



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to the notice of the **Landowners/First Party**.

- 11) The **Landowners/First party** herein are fully and sufficiently entitled to enter into this agreement.
- 12) Irrespective of what has been stated above it shall be the obligation of the **Landowners/First Party** to make out a marketable title in respect of the said premises.
- 13) The **Landowners/First Party** shall have the right to verify or get verified by their men/agents (authorized or technical person) if construction is carried on as per specification in the **Fifth Schedule** with good and standard materials, in case it is found that there is any deviation in respect of the specification then the **Developer/Contractor/Second Party** shall be bound to solve the problem by providing the standard materials in the said construction work.

#### ARTICLE-IV, DEVELOPER/CONTRACTOR/SECOND PARTY'S RIGHT

- 1) The **Landowners/First Party** hereby grant subject to what have been hereunder provided exclusive right to the **Developer/Contractor/Second Party** to construct new multistoried building thereon in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation with or without any amendment and/or modification thereto. All application for sanction of plan, modification of plan if any and other papers and





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documents as may be necessary for sanction of building plan and for modification if any and rectification of plan from appropriate authority shall be prepared and submitted by the **Developer/Contractor/ Second Party** on behalf of the **Landowners/First Party** at the **Developer/Contractor/Second Party's** own costs and expenses and the **Developer/Contractor/Second Party** shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for aforesaid purpose.

- 2) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the **Landowners/First Party** of the said premises or any part thereof to the **Developer/Contractor/Second Party** or as creating any right, title or interest in respect thereof to the **Developer/Contractor/Second Party** other than an exclusive license for the purpose of development of the said premises in terms hereof and to deal with their allocation after providing the **Landowners'/First Party's** Allocation as per terms hereby presented.

#### ARTICLE-V POSSESSION

Possession of the said premises shall be handed over by the **Landowners /First Party** to the **Developer/Contractor/Second Party** on the date as per requisition of the



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**Developer/Contractor/Second Party** for proceedings with preparation of formalities for construction after obtaining sanction plan from KMC.

ARTICLE - VI PROCEDURE

- 1) The **Landowners/First Party** shall grant proper authority to the **Developer/Contractor/Second Party** and/or its nominee or nominees by executing a General Power of Attorney as may be required by the **Developer/Contractor/Second Party** for the purposes of the construction of the building on the said premises and represent the **Landowners/First Party** for all purposes in connection with the construction work of the building before the appropriate authorities **PROVIDED HOWEVER** the same shall not create any financial liabilities upon the **Landowners/First Party** for construction of the multi-storied building in any manner whatsoever.
- 2) Apart from the execution of the General Power of Attorney the **Landowners/First Party** hereby undertake that they will sign all papers, documents, deeds etc. required for the construction of the building at the **Developer/Contractor/Second Party's** costs as per requisition of **Developer/Contractor/Second Party**.
- 3) However after issuing registered General Power of Attorney in favour of the **Developer/Contractor/Second Party**, the **Landowners/First Party** shall always sign the Building plan and





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other related papers for sanction of the building plan and also all papers for modification or amendment thereof within the rules of the Kolkata Municipal Corporation and without disturbing the **Landowners'/First Party's** Allocation.

#### ARTICLE-VII DEALING OF SPACE IN THE BUILDING

- 1) The **Developer/Contractor/Second Party** herein shall on completion of the new building put the Landowners/First Party into undisputed possession of the **Landowners'/First Party's** Allocation **TOGETHER WITH** the rights in proportionate share of land, common areas, facilities and amenities. The **Landowners'/First Party's** Allocation shall be completed in all respect and shall be provided with the fixtures and fittings and all amenities as set out in the **Fifth Schedule** hereinafter stated.
- 2) The **Landowners/First Party** shall be entitled to transfer or otherwise deal with **Landowners'/First Party's** Allocation in the new building to be constructed by the **Developer/Contractor/Second Party** without prejudice to the interest of the **Developer/Contractor/Second Party** for construction of the proposed building.
- 3) The **Developer/Contractor/Second Party** shall be exclusively entitled to the **Developer's** Allocation in the building with exclusive

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right to transfer or otherwise deal with or dispose of the same to any person or persons without any prior information to the **Landowners/First Party** herein and the **Landowners/First Party** shall not in any way interfere with or disturb the quiet and peaceful possession of the **Developer's** Allocation.

- 4) After completion of the building in all respect and on getting Owners' own allocation, the **Landowners/First Party** shall execute the Deed of Conveyance or Conveyances as the Vendors in favour of the **Developer/Contractor/Second Party** or its nominee or nominees or intending Purchaser/s in such part as shall be required for the **Developer/ Contractor/Second Party's** allocation **PROVIDED** **HOWEVER** the costs of such Deed of Conveyance or Conveyances, including stamps and registration expenses and all other legal expenses shall be borne and paid by the **Developer/Contractor/Second Party** or its nominee or nominees or intending Purchaser/s and in the said Deed of Conveyance/s the **Landowners/First Party** present themselves as Vendors if necessary or the **Landowners/First Party** shall execute and register the Power of Attorney in favour of the **Developer/ Contractor/Second Party** for execution and registration of the Deed of Conveyance/s for the sale of flats, and other spaces in **Developer/Contractor/Second Party's** Allocation of the said building on behalf of the **Landowners/First Party**.
- 5) The ultimate roof of the said building shall be treated as common for all other occupiers of the said building to be constructed over the





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said premises. It is further agreed that if law permits and the **Developer/ Contractor/ Second Party** makes any further construction over the ultimate roof as per sanctioned plan then such construction will be divided in proportions as would be mutually decided by and between the parties.

### ARTICLE - VIII, BUILDING

- 1) The **Developer/Contractor/Second Party** shall at its own costs and expenses construct, erect and complete the building at the said premises in accordance with the sanctioned plan and in conformity with such specification, with the best basic materials with intent that the said building will be a decent and well built construction in accordance with the materials as are mentioned in the **Fourth Schedule** hereunder written.
- 2) Subject as aforesaid the decision of the Architect engaged in the said project by the **Developer/ Contractor/Second Party** regarding the quality of the basic building material shall be final and binding on the parties hereto.
- 3) The **Developer/Contractor/Second Party** at its own costs and expenses shall be authorized in the names of the **Landowners/First Party** if necessary to apply and obtain quotas and other allocations for cement, steel, bricks and other building materials, allocable to the **Landowners/First Party** for the construction of the building and similarly apply from and obtain temporary and permanent

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connection of water, electricity, gas, power if necessary and permanent drainage and sewerage connection to the newly built up building and other inputs and facilities required for the construction and enjoyment of the building.

- 4) The **Developer/Contractor/Second Party** shall at its own costs and expenses construct and complete the said new building and various units and/or permanent apartments and other spaces therein in accordance with the sanctioned building plan.

#### ARTICLE-IX COMMON FACILITIES

- 1) The **Developer/Contractor/Second Party** shall pay and bear all property taxes and other dues and outgoings in respects of the said premises from the date of taking possession from the **Landowners/First Party** for construction of the proposed building up to the date of handing over the possession of the **Landowners'/First Party's** Allocation in the new building all taxes, duties, revenues, pertaining thereon shall be borne by the **Landowners/First Party**. Tax for the midterm period of the said construction i.e. since getting possession of the **First Schedule** Property for starting construction of proposed new Building till handing over of Owners' Allocation, shall be borne by the **Developer/Contractor/Second Party**.
- 2) After completion of the building as per sanctioned plan and specification and handover of the allocation to the

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**Landowners/First Party**, the **Landowners/First Party** and the **Developer/ Contractor/ Second Party** shall punctually and regularly pay the rates and taxes for their concerned portion to the concerned authorities and both shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever arising out of their respective allocations.

- 3) Any transfer of any part of the **Landowners'/First Party's** Allocation in the new building shall be subject to other provisions hereof and the party of the **Landowners/First Party** thereafter will be responsible to pay the said rates and service charges for the common facilities in respect of the space transferred to them.

#### ARTICLE- X, COMMON RESTRICTION

1) The **Landowners'/First Party's** allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the **Developer/Contractor/Second Party's** Allocation in the building intended for common benefits of all occupiers of the building which shall include the follows :

2) Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers

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of the building.

- 3) Neither party shall demolish or permit demolition of any wall or other structure in his/her/their respective allocation or any portions thereof or make any structural alteration without the previous consent of the other in this behalf.
- 4) Neither party shall transfer or permit to transfer from their respective allocations or any portion thereof unless:
  - a) Such party shall have observed and performed all terms and conditions on their respective parts to be observed and/or performed.
  - b) The proposed transferee shall have given a written undertaking to that effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in that respect in relation to the area to be in his/her/their possession.
- 5) Both parties shall abide by all laws, bye-laws, rules and regulations of the Government, statutory bodies and/or local bodies as the case may be and shall bound to answer and be the responsible for any deviation and/or breach of any of the said laws, bye-laws and regulations.

- 6) The respective allottee shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any breach.
- 7) Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 8) No goods or other items shall be kept by the other party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 9) Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.



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ARTICLE-XI, LAND OWNERS'/FIRST PARTY'S OBLIGATION

- 1) The **Landowners/First Party** do hereby agree and covenant with the **Developer/Contractor/Second Party** not to do any act, deed or thing whereby the **Developer/Contractor/Second Party** may be prevented from selling, assigning and/or disposing of any part of the building or at the said premises.
- 2) The **Landowners/First Party** do hereby agree and covenant with the **Developer/Contractor/Second Party** not to cause any interference or hindrance in the construction of the said building at the said Premises to be constructed by the **Developer/Contractor/Second Party** excepting on reasonable grounds.
- 3) The **Landowners/First Party** shall handover original copies of the deeds and documents in connection with the said property to the **Developer/Contractor/Second Party** at the time of execution of this agreement.
- 4) The **Landowners/First Party** do hereby agree and covenant with the **Developer/Contractor/Second Party** not to let out, lease, mortgage and/or charges the said Premises or any portion thereof without the consent in writing of the **Developer/Contractor/Second Party** during the period of construction and till the date of completion of the total transaction



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in pursuance of these presents.

- 5) The **Landowners/First Party** will not be liable for or responsible for any financial obligation of the **Developer/Contractor/Second Party** towards any bank/financial institution or any individual.
- 6) That if the **Developer/Contractor/Second Party** fails to complete the construction within the specified time then the **Developer/Contractor/Second Party** will pay Rs.5,000/-p.m. for such delayed.

**ARTICLE-XII, DEVELOPER/CONTRACTOR/SECOND PARTY'S  
OBLIGATION**

- 1) The **Developer/Contractor/Second Party** hereby agrees and covenants with the **Landowners/First Party** to handover the Owner's Allocation within 24(Twenty Four) English Calendar months from the date of sanction of building plan or handing over possession of the property for construction of the proposed building whichever is later. Time in this respect shall be deemed to be the essence of contract in the Agreement.
- 2) The **Developer/Contractor/Second Party** hereby agrees and covenants that it shall strictly follow the rules and regulations of the building rules of the Kolkata Municipal Corporation, Building Department during the construction and not to do any act, deed or thing whereby the **Landowners/First Party** are prevented from



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enjoying, selling, assigning and/or disposing of any of the Owners' Allocation in the said premises.

- 3) The **Developer/Contractor/Second Party** shall not have any right, title and interest in the Owners' Allocation together with proportionate share of common land, facilities and amenities which shall solely and exclusively belong and continue to belong to the **Landowners/First Party**.
- 4) That the **Developer/Contractor/Second Party** shall construct the building in accordance with the sanctioned plan, consequences of any deviation from the sanctioned plan which may invite any objection from the appropriate authority/authorities shall be the sole responsibility of the **Developer/Contractor/Second Party**.
- 5) The **Developer/Contractor/Second Party** shall not be entitled to give permission of installing of any type of structure such as Tower for Mobile Communication, Hoarding etc. on the roof of the said building.
- 6) The **Developer/Contractor/Second Party** shall not assign the benefits of this agreement to any one and the **Developer/Contractor/Second Party** shall execute the construction work of the project by itself but the **Developer/Contractor/Second Party** shall have liberty to appoint contractor for any of the proposed building.





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- 7) The **Developer/Contractor/Second Party** herein shall arrange to demolish the existing building on the said premises by its own cost and effort and the **Developer/ Contractor/Second Party** shall be the sole authority to get the price for the sale of old building materials, fittings and fixtures of the existing building.
- 8) The **Developer/Contractor/Second Party** shall arrange for alternative accommodation for the **Landowners/First Party** suitable to the standard of living of the **Landowners/First Party No. 1 & 3** viz. Smt. Bandana Banerjee and Smt. Rima Chatterjee, so far as possible within the same locality during the construction period by its own effort and expenses and the **Developer /Contractor / Second Party** shall bear the rent of such alternative accommodation of the **Landowners/First Party** and such rent shall be paid to the **Landowners/First Party** by the **Developer/Contractor/Second Party** within the 7<sup>th</sup> day of each periodical month tentatively fixed herein to the tune of Rs 7,000/- Per month.

#### **ARTICLE-XIII, LANDOWNERS'/FIRST PARTY'S INDEMNITY**

- 1) The **Landowners/ First Party** do hereby undertake that the **Developer/Contractor/Second Party** shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance from the **Landowners/First Party** provided that they should perform and fulfill all the terms and conditions herein contained and/or their part to be observed and performed.

ARTICLE-XIV DEVELOPER/CONTRACTOR/SECOND PARTY'S  
INDEMNITY

- 1) The **Developer/Contractor/Second Party** hereby undertakes to keep the **Landowners/First Party** indemnified against all Third party's claims and actions arising out of any sort of act or commission or omission of the **Developer/Contractor/Second Party** in or related to the construction of the said building.
- 2) The **Developer/Contractor/Second Party** hereby undertakes to keep the **Landowners/First Party** indemnified against all actions, suits, costs and proceedings and claims that may arise out of the **Developer/Contractor/Second Party's** actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein.

ARTICLE-XV, MISCELLANEOUS

- 1) The **Landowners / First Party** and the **Developer /Contractor / Second Party** have entered into this Agreement purely as a Joint Venture basis and nothing contained herein shall be deemed to construe as a partnership between the parties hereto in any manner whatsoever nor shall be the parties hereto constitute as an Association of persons.

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- 2) It is understood from time to time to facilitate uninterrupted construction of the building by the **Developer/Contractor/Second Party** various deeds, documents, matters and things not herein specified may be required to be done and duly signed by the **Landowners/First Party** relating to which specific provision may not have been mentioned herein. The **Landowners/First Party** hereby undertake to do all such acts, deeds, matters and things and to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe on the rights of the **Landowners/First Party** and/or against the spirits of these presents. The **Landowners/First Party** hereby agree to put their signatures in case of any fresh building plan and all other relating documents for the construction of the said multistoried building duly and/or to be submitted before the authority of the Kolkata Municipal Corporation for sanctioning the same without creating any infringement to the rights of the **Landowners/First Party**.
- 3) **The Landowners/First Party** shall not be liable for any Income-tax, Property tax or any other taxes in respect of the **Developer/Contractor/Second Party's** Allocation, which is the sole responsibility of the **Developer/Contractor/Second Party** and it always keeps the **Landowners/First Party** indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.





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- 4) Any notice required to be given by the **Developer/Contractor/Second Party** to the **Landowners/First Party** shall without prejudice to any other mode of service available be deemed to have served on the **Landowners/First Party** if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due to the last known address of the **Landowners/First Party** and vice-versa.
- 5) From the date of delivery of possession of the new building, each party shall be liable to pay and bear proportionate share of taxes payable in respect of each respective spaces.
- 6) As soon as the new building is completed within the time hereinabove mentioned, the **Developer/Contractor/Second Party** shall give written notice to the **Landowners/First Party** regarding Owners' Allocation in the proposed building.
- 7) The building proposed to be constructed by the **Developer/Contractor/Second Party** shall be made at its own costs and expenses fully in accordance with the specification as mentioned and described in the **Fourth Schedule** hereunder written. **Contractor/Second Party** shall submit a sketch plan of the proposed building to the **Landowners/First Party** for the approval before submission of plan for sanction to The Kolkata Municipal Corporation.

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- 9) That the **Landowners/First Party** hereby fully agree and consent that the **Developer/Contractor/Second Party** shall have the right to advertise, fix hoardings or sign board of any kind relating to the publicity for the benefit of commercial exploitation of the proposed new building from the date of execution of this agreement and on completion of the said building or earlier all such advertisements and hoardings shall be cleared of by the **Developer/Contractor/Second Party** at its own costs.
- 10) The original agreement and a Xerox copy of the all deeds and documents in respect of the said property shall be kept at the city office of the **Developer/Contractor/ Second Party** or at the office of the agent for the inspection of the intending purchaser/s.
- 11) The **Landowners/First Party** shall not be liable and/or responsible for any accidents, mishaps, and/or incidents endangering, causing and/or resulting any sort of injury, loss of life, limb or property of any human being whether or not involved in the construction/project of development of the said property.

**ARTICLE - XVI**  
**JOINT OBLIGATION**

- 1) The **Developer/Contractor/Second Party** shall develop and construct the said multi storied building on the said land as per

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present rules of the Kolkata Municipal Corporation after utilizing the available F.A.R. as per present rules in vogue.

- 2) The **Landowners/First Party** will lend their names and signatures in all lawful paper/plans/documents and deeds in (Xerox copy) those may come on the way of the **Developer/Contractor/Second Party** for successful implementation of the project since the project will be promoted in the **Landowners/First Party's** name and under the **Landowners/First Party's** authority but all legal or any other kind of liabilities will be borne by the **Developer/Contractor/Second Party** only and not by **Landowners/First Party** as because any loss or profit of the project is not concerned with the **Landowners/First Party**.
- 3) That all legal works relating to the project shall be done by the Advocate of the **Developer/Contractor/Second Party**.
- 4) That this Agreement shall be mutually extended if the construction work of the said multi-storied Building is not completed within the stipulation period of 24(Twenty Four) months due to any valid reason from the date of sanction of the Building plan from the Kolkata Municipal Corporation or from getting possession of the property for construction of the proposed new multistoried building, whichever is later.



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ARTICLE-XVII, LEGAL PROCEEDINGS  
ARBITRATION

- A) All disputes or differences arising out of or in relation to this Agreement shall be firstly mutually discussed and resolved by the parties hereto. In case the disputes and differences are not mutually resolved within sixty (60) days after formal written notice of dispute or differences has been given by one party to the other but continue to subsist, the same shall be referred to the Arbitration to adjudicate the disputes and differences between the parties.
- B) The venue of Arbitration shall be at Kolkata and all documentations and oral proceedings shall be conducted in the English Language. The award shall also be made in the English Language.
- C) Save and except what have been specifically stated herein above all disputes and differences between the parties arising out of the meaning of the construction of the Agreement or their respective rights and liabilities as per this Agreement shall be settled mutually in presence of well wishers of each party.
- D) **NOTWITHSTANDING** the foregoing provisions herein as above the right to sue for specific performance of this contract or for damages by cancellation of this Agreement as per penal clause by any against the other as per terms of the Agreement shall remain unaffected.



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ARTICLE-XVIII JURISDICTION

- 1) For adjudication of dispute and differences between the parties hereto in any manner relating to or arising out of these presents or in any way connected with the land and/or building the Ld. Court of Kolkata having jurisdiction over the said property will be the actual forum.

ARTICLE-XIX, FORCE MAJEURE

- 1) The parties hereto shall not be considered to be liable for any obligations hereunder written to the extent in respect of existence of **'Force Majeure'**.
- 2) **'Force Majeure'** shall mean flood, earthquake, tempest, riot, labour strike and/or other act or commission beyond the control of the parties hereto.
- 3) In case of **'Force Majeure'**, the time for completion of the construction of the building shall be extended.





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**DEVELOPMENT POWER OF ATTORNEY**

(Related with the Development Agreement

Dated 13 .03. 2018.)

**KNOW ALL MEN BY THESE PRESENTS THAT, We (1) SMT. BANDANA BANERJEE (PAN-CRHPB5421L),** W/o, Late Sukumar Bandopadhyay(Banerjee), by Faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 81/1, Banamali Naskar Road, Police Station- Parnasree, Kolkata- 700 060, District - South 24 Parganas, **(2) SMT. SOMA MUKHERJEE(PAN-CONPM8101D),** W/o, Sri Abhijit Mukherjee, daughter of Late Sukumar Banerjee, by Faith - Hindu, by Occupation - Housewife, by Nationality - Indian, residing at 9, Dr. K. D. Mukherjee Road, Police Station- Parnasree, Kolkata- 700 060, District - South 24-Parganas and **(3) SMT. RIMA CHATTERJEE(PAN-BBLPC8751R),** W/o, Sri Chandan Chatterjee and daughter of Late Sukumar Banerjee, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, residing at 81/1, Banamali Naskar Road, Police Station- Parnasree, Kolkata- 700 060, District- South 24 Parganas hereinafter jointly called and referred to as the **PRINCIPALS/ EXECUTANTS: SEND GREETINGS:**

**WHEREAS** we, the Principals /Executants herein are seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of rent free Brahmottar land measuring an area of 05 cottahs 03 chittaks and 14 sq. ft. together with 2 Storied Building standing there on comprised in C.S. Dag Nos. 3614, 3615 and 3621 corresponding to R.S. Dag Nos. 11475, 11474, 11473/12301, 11473/12287 and 11486



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under old Zamindari Khatian No. 1161 being Khanda Khatian 878 corresponding to R.S. Khatian Nos. 8517, 8518, 8519 and 8520 in Mouza Behala, Police Station Behala now Parnasree under Collectorate Touji No. 346, Rev. Survey No. 83, J.L. No. 2, Pargana- Balia, lying & situates at Municipal Premises No. 32 Banamali Naskar Road, being Postal Premises No. 81/1, Banamali Naskar Road, Kolkata-700060 under K.M.C. Ward No. 131, under Sub-Registry Office the then Alipore now Behala in the District of the then 24 Parganas now South 24 Parganas morefully described in the First Schedule hereunder which we acquired by inheritance from our predecessor Sukumar Banerjee since deceased and subsequently by a duly registered Deed of Partition vide Deed No.160702047 for the year 2017 at the Office of A.D.S.R. Behala.

**AND WHEREAS** we being the Executants/Principals herein have decided to develop our said property by way of constructing a multistoried building thereon consisting of several self contained Flats/Units, Car Parking Spaces, if any and other spaces in accordance with the sanctioned Building Plan to be sanctioned by the Kolkata Municipal Corporation partly for our residential purpose and partly to be sold to any intending Purchaser/s and for the said purpose we have already entered into a Development Agreement dated the 13<sup>th</sup> March, 2018 duly registered in the Office of the A.D.S.R.. Behala with **D.S. ENTERPRISE; ( PAN AANFD4277F)** having its registered office at P-2, Uniwue Park, Flat No.8, Fourth Floor, P.O & P.S.-Parnasree, Kolkata-700060, District-South-24,Pargans, represented by its Directors **(1). SRI DEBASIS CHATTERJEE** and **(2) SRI SUBHASIS CHATTERJEE**, both sons of Late Deb Ranjan Chatterjee, both by Faith-Hindu, by Occupation-Business, both residing at P-207, Goala Para Road (R.K.Sarani), Post Office and Police Station-



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Parnasree, Kolkata-700060, District- South 24 Parganas, for the development of our property at Municipal Premises No. 32, Banamali Naskar Road, being Postal Premises No.81/1, Banamali Naskar Road, within Ward No. 131 of the Kolkata Municipal Corporation under the certain terms and conditions as are stipulated therein.

**AND WHEREAS** in terms of the said Agreement for Development both the Landowners and the Developer/Contractor duly finalized their respective allocation in the said Building to be constructed over the said premises more fully and particularly mentioned in the **First Schedule** hereunder written.

**AND WHEREAS** in pursuance of the said Joint Venture Agreement and in pursuance of the understanding between us it has become necessary and also expedient for us to appoint Attorney/s or Agent/s to look after our affairs during our absence concerning the said property and to move different offices regarding our said property on behalf of us.

**NOW KNOW BY THESE PRESENTS** we, (1) **SMT. BANDANA BANERJEE** (2) **SMT. SOMA MUKHERJEE** and (3) **SMT. RIMA CHATTERJEE** the Executants herein hereby nominate, constitute and appoint (1) **SRI DEBASIS CHATTERJEE** and (2) **SRI SUBHASIS CHATTERJEE** both sons of Late Deb Ranjan Chatterjee both residing at P-207, Goala Para Road (R. K. Sarani), Post Office and Police Station- Parnasree, Kolkata700060, District- South 24 Parganas, as our true and lawful Attorneys for us in our names and on our behalf to do execute and perform either jointly or severally inter alias the following acts, deeds,



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matters and things in respect of the property described in the **First Schedule** hereunder written.

a) To apply to the Kolkata Municipal Corporation and/or any other authorities concern for sanction, verification and/or modification of whatsoever manner or nature in respect of the plan or plans that is to be sanctioned by the Kolkata Municipal Corporation authority and/or any other authorities, body or bodies of whatsoever manner or nature and for that purpose to sign, issue and receive all such relevant applications, maps, plan, proposal plans, papers, writings, drawings, design, firms and/or any representation or representations too, as or may be required by the said Attorneys at their absolute discretion shall think fit and proper for and on our behalf.

b) That the said Attorneys herein shall always be able to sign, execute, issue and deliver all Affidavits, Indemnity Bonds, Undertaking, Deed of Gifts, Deed of Declarations or such other deeds or documents or papers or writings of whatsoever manner or nature that is required to be done by the Kolkata Municipal Corporation or any other authorities of whatsoever manner or nature for the necessary sanction of building plan to fulfill the interest of the principals hereto and at the same time the Attorneys herein shall always be able to register the aforesaid documents before all the registering authority and shall be able to present for registration and admit execution of the same before the registering authority.

c) To  
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c) To construct, build, erect a building of whatsoever manner or nature according to the sanctioned building plan or plans over the schedule noted property and to complete the construction of the said Building in the said Premises according to the plan or plans that is to be sanctioned by The Kolkata Municipal Corporation authority of whatsoever manner or nature.

d) To appear for and represent us before The Kolkata Municipal Corporation for re-assessment, mutation separation, to obtain Tax clearance Certificate, Revenue Certificate, to pay taxes, building plan fees and sign all applications or objections.

e) To sign letters, correspondence and documents and to receive all papers, documents, maps or plans from The Kolkata Municipal Corporation K.I.T., K.M.D.A., Improvement Trust, Fire Brigade, Housing Board of West Bengal and any local and all Government/Semi Govt. offices and to sign on our behalf all necessary forms, applications, petitions and documents and grant proper effectual receipts and discharges thereof.

f) For the aforesaid purpose to sign and to make and execute all applications to the appropriate government departments and other authorities competent for granting necessary Licenses, permission for construction of Building, sewerage, drainage, electric connection on the said premises or any part thereof and to apply for and obtain necessary permission, if required, for cement, steel and other building materials but in all cases the said Attorneys shall be liable to spend money whatsoever





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required on our behalf without any precondition and without any demand in future.

g) All cost, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatsoever required for dismantling existing building, erection, construction and completion at the new Building its materials, fittings, and fixtures in all respect, including temporary and residential connections of water sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Attorneys and the Principals have no responsibilities and/or liabilities and/or liabilities towards payment of any dues, liabilities, costs, charges and expenses by whatsoever name called relating to and/or arising there-from in any manner of whatsoever nature.

h) To appoint any Architect, Engineer or other or persons for drawing plans and submission for the same before the Kolkata Municipal Corporation or before any other competent Authority, as necessary to construct new building on the said property.

i) To take steps and/or endeavour regarding sale and/or disposal i.e. to enter into the agreement for sale with any intending Purchaser/s of any part or portions of the said property, save and except the Owner's Allocations as clearly mentioned in the Agreement as stated hereinabove.

j) To enter into Agreement and to sign and execute agreement/s with prospective buyer/s of the Flats, Covered Spaces and/or other Spaces of the Developer's Allocation except the portion reserved for the



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Owners/Principals in the proposed Building to be constructed on the said property and to receive, realize and collect all purchase money either in full or in part or in advance by way of earnest money and payment of purchase money from each prospective buyer/s and/or purchaser/s and to give, sign and grant effective receipts and discharge for the same. The Principals are free from all liabilities arising out of the above act of the Developer and intending Purchaser/s will have no claim on Principals.

k) To sell or transfer, assign the Flats, Covered Spaces and/or other Spaces except the portion reserved for the Owners/ Principals in the proposed Building by signing and/or executing documents, deeds, conveyance and other assurance of property in favour of the property buyers and/or purchasers of the Flats, Car Parking Spaces, Covered Spaces and/or other Spaces and to present such documents, its conveyance and other assurances of the property thereof before the appropriate Registering authorities and/or offices and their Registration in due form of law upon receipt by them the entire consideration and/or purchase money from the prospective buyers.

l) To present such Deed of Conveyance or Conveyances for registration, to admit execution before the Addl. District Sub-Registrar or District Sub-Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things, which our said Attorneys shall consider necessary for conveying the said constructional areas to the said Purchaser or Purchasers as fully and effectually in all respect as we could do the same, if we personally present.



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m) To make Affidavits and Declaration, Indemnity Bonds and other writings before the Kolkata Municipal Corporation or before any other authority and the Attorneys are competent to sign and execute all sorts of papers and documents on our behalf and we hereby undertake to ratify the same, as if, those acts are done by us as our lawful duty in terms of Agreement already executed by us.

n) To apply for drainage, sewerage, electric, telephone, water and other connection for assessing and/or re-assessing and/or reviewing the assessment of taxes or impositions and for that purpose to sign all papers and documents and/or representation as may be thought necessary by the said Attorneys before the proper Authority or Authorities.

o) To appoint Engineers, Architects and other agents, sub-contractors, care takers as the said Attorneys shall think fit and proper and to make payment of their fees and charges as being expressly agreed that in no event we the Owners shall be liable for any fees, charges of such Architects, Engineers and other agents and/or Contractors.

p) To deal with and/or negotiate with any persons regarding any dispute that may arise with any person or persons of the locality.

q) This Power of Attorney shall remain valid and operative till the completion of the construction of the said Building on the said premises as per time schedule mentioned in the said Development Agreement and till the completion of registration of the Deed of Conveyance/s of the proportionate share of land in the said premises together with all rights of



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use common area and common area and common passage in the said premises in favour of the Purchaser/s strictly within the Developer/Contractor/Second Party's allocation of the said Building as per Agreement dated 13<sup>th</sup> March, 2018 provided however that the Owners together shall have the right to revoke the same as per provision of law at any point of time.

**GENERALLY** to do or execute all other acts, deeds, things in the same manner and to some extent as we could do or execute such documents and we do hereby confirm and ratify and agree to confirm and ratify whatever have been done by the Attorneys or their men and agents during the continuance of the construction work.

**A N D** we hereby agree and undertake to ratify and confirm all and whatsoever our said Attorneys under the power in that behalf hereinbefore contained, shall lawfully do, execute or perform in exercise of the Power, authorities and liberties hereby conferred upon under and by virtue of this Deed.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the Total Property)

**ALL THAT** piece and parcel of land measuring 5 (Five) Cottahs 03 (Three) Chittaks and 14 sqft together with Two Storied Building standing thereon measuring more or less 1800 Sq.Ft. ( Ground Floor 900 Sq.Ft. and 1<sup>st</sup> Floor 900 Sq.Ft.) comprising in C.S Dag Nos. 3614, 3615 and 3621 corresponding to R.S. Dag Nos. 11475, 11474,



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11473/12301,11473/12287 and11486 under old Zamindari Khatian No.1161 being Khanda Khatian Nos.8517, 8518, 8519 and 8520 lying and situated in Mouza- Behala, Pargana- Balia, District Collectorate Touzi No. 346, Rev.Survey No.83, J.L. No. 2,Addl. District Sub-Registry Office at Behala, and its Municipal Premises No. 32, Banamali Naskar Road, Assessee No.411310200856,being Postal Premises No. 81/1,Banamali Naskar Road, Kolkata - 700 060 within the limits of Ward No. 131 of the Kolkata Municipal Corporation (S. S. Unit) under Police Station formerly Behala now Parnasree in the District of South 24 Parganas together with all easements rights appurtenant thereto. The said property is butted and bounded as follows:-

- ON THE NORTH:** By Premises No.81, Banamali Naskar Road ;
- ON THE SOUTH:** By land of Smt. Rakhi Halder;
- ON THE EAST :** By Other's Property;
- ON THE WEST :** By 12' ft. wide common passage;

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**( THE LANDOWNERS' ALLOCATION)**

Owners' Allocation are scheduled as follows :

**ALL THAT** piece and parcel of 50% of the F.A.R. to be constructed in the form of self contained Flats and Car parking spaces and other spaces if any being the entire 2<sup>nd</sup> floor and one Flat measuring 600 Sq.Ft (app)





*[Handwritten signature]*

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built up area on the top floor southern side and two Car Parking Spaces in the ground floor together with proportionate share of land under **First Schedule** together with all common facilities and amenities attached thereto which is described as Owners' Allocation to be provided by the **Developer/ Contractor/Second Party** in finished habitable condition and a sum of Rs. 9,00,000/- (Rupees Nine Lakh Only)

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(DEVELOPER/CONTRACTOR/SECOND PARTY'S ALLOCATION)**

Remaining constructed area (50%) of the said Building will be utilized by the **Developer/ Contractor / Second Party** as **Developer /Contractor /Second Party's** allocation consisting of several Flats in different floors, Car Parking Spaces. If any of the building to be constructed in the **First Schedule** property along with undivided proportionate share of land of the **First Schedule** property together with the common areas, facilities and amenities as are available or to be available in the said building.

Owners shall / be liable to transfer the aforesaid allocation to **Developer/Contractor/Second Party** or its nominee/s as per requisition of the **Developer/Contractor/Second Party** by way of Registered Deed of Conveyance/s if necessary or the Owners shall execute and register the General Power of Attorney in favour of the **Developer/ Contractor/Second Party** for execution and registration of the Deed of Conveyance/s for the sale of flats, car parking spaces and other spaces in



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Developer/Contractor/Second Party's Allocation of the said building on behalf of the Owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON AREAS, PORTIONS)**

I. **Areas :-**

- a) Entrances and Exits
- b) Boundary Walls and Main Gate of the Premises
- c) Staircase, stair landings in all floors, stair head room and lobbies on all the floors of the building.
- d) Entrance lobby, electric/utility room, water pump room, generator room (if any)
- e) The Ultimate Roof.
- f) Lift and Lift well.

II. **Water, Pumping and Drainage :**

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



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III. **Electrical Installations** :

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

IV. **Others** : Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the New Building as are necessary for passage to and/or user of the units in common by the co-owners / First party.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATION OF CONSTRUCTION)**

A. **FOUNDATION** : The Building is designed on R.C.C. footing and frame as per sanction plan.

B. **WALLS** : all the external walls shall be 8"/10" brick/ fly ash brick work with cement plaster. All internal partition walls be 75 mm to 125 mm thick brick work with both side cement plaster.

C. **DOORS**: All door frame shall be 4" X 2.5" Malayasia Sal wood with one coat of wood primer, main door/ shutter shall be 35 mm thick



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factory made flush type with one coat of wood primer and with the following fittings, such as M.S. Hinges, hatch bolt. Toilet door frame and toilet doors shall be made by PVC.

D. **WINDOWS :** All the windows shall be in Aluminium sliding with 3.5 mm thick smoke glass panels.

E. **M.S. RAILING/ GRILL :** All M.S. railing/ grill to verandah and window etc. shall be as per architect's design in ½' square Bar 18 mm. M.S. flats to be painted by enamel paint over one coat of red oxide paint.

F. **FLOORING :** All the flooring will be marble 2"x2" and skirting in 4" height or Vitrified tiles 2"x2" with 4" skirting as per your choice (cost adjustable). The Kitchen platform will have finished in black stone with a steel sink.

G. **FINISH TO WALLS :** common areas shall be provided with 2 coats of white wash. Internal wall will be finished with plaster of paris.

H. **EXTERNAL PAINTING :** all external walls to be painted with 2 coats of cement base paint.

I. **TOILET AND KITCHEN:** Tap fittings - ESSCO make or as per your choice (cost adjustable). Concealed PVC water line of required thickness will be provided for Kitchen & Toilets. One concealed geyser line (plumbing) will be provided for one toilet only.



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A.D.S.R. Behala  
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1| **SANITARY & PLUMBING** : All the internal soil and waste water pipes shall be 50 mm to 100 mm dia PVC concealed in floor and passage. All the external soil and waste water pipes shall be in 50 mm to 100 mm ISI standard PVC pipes joined with cement expose on walls. All the rain pipes shall be 4" / 3" PVC pipes. All the water supply shall be ½" PVC (ISI), internal or concealed in walls.

(a) One Anglo Indian type/ European style white commode & cistern of CERA will be provided for each toilet alongwith two in one bib cock provided with health fauced (b) One Shower (c) One Wall Mixture for only one toilet, another toilet will be provided with one bib cock and one shower (d) One Basin will be provided in toilet alongwith one pillar cock (e) Another Basin will be provided in the hall (f) One Washing Machine point will be provided.

2| **KITCHEN**: (A) One steel sink, (b) Two taps, (c) Aqua guard connection.

J. **WATER SUPPLY** : Each flat will be provided with water supply from over head tank, over head water tank shall be filled up by water pumps from semi under ground water reservoir which will eventually be filled up by timely water supply from KMC.

K. **ELECTRIAL INSTALLATION**:

1| Each bed room will be provide with 2 light points, 1 fan point, 2 plug points, one night lamp point.





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2] Hall will be provided 2 light points, 1 fan point, 2 plug points, 1 Washing machine point, 1 night lamp point.

3] The master bed room will be provided with one A.C. point.

4] Kitchen will be provided with 1 light point, 2 power point, 1 exhaust fan point and, 1 aqua point & 1 Refrigerator point.

5] Toilet will be provided 1 light point, 1 exhaust fan point and 1 geyser point (for one toilet only)

All fittings will be of Pritam make and electrical wire will be of Finolex.

\* That the Developer shall arrange and get main supply meter in the said premises with its own costs, each flat owner shall bear the cost and expenses for getting personal electric meter.

\*\* Beyond the specification mentioned above if any extra work is carried out and cost to be borne by the flat owners as per prevailing market rate.



**A.D.S.R. Behaia**

**13 MAR 2018**

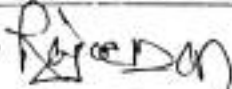
**Dist.- South 24 Pgs.**

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

SIGNED, SEALED AND DELIVERED

In the presence of

WITNESSES :

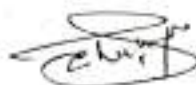
1.   
R.N.C. DONALD,  
KOL-34

জাহাঙ্গীর আলী  
সমা মুকরম  
বীর চট্টোয়া

SIGNATURE OF THE LANDOWNERS/  
FIRST PARTY

2. Swarupa Singha  
Adv  
Alipore Judges' Court-  
KOL- 27.

Debenis Chandra



SIGNATURE OF THE DEVELOPER/  
CONTRACTOR/SECOND PARTY

Read over, Explained in Bengali  
+

Drafted by me-

Debendranath Sarui

ADVOCATE (WB/1342/1983)

Typed By:

Basudev Das  
Alipore Judges' Court,  
Kolkata- 700027.



**A.D.S.R. Behala**

**13 MAR 2018**

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**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named **Developer/ Contractor/ Second Party** within mentioned sum of Rs.5,000/- (Rupees Five Thousand) only being the token money as per **MEMO** below:

**M E M O**

Paid by cheque being No. 042910  
dated 13.03.2018 drawn on *Oriental Bank of  
Commerce*

Bank, Branch, Kolkata, *Asutosh Mukherjee  
Road - kol-700025*

Rs. 5,000/-

(Rupees Five Thousand) only.

**WITNESSES:**

1. *Rajeev Dey*

1. *Swarna Mukherjee*

2. *Swarna Mukherjee*

3. *Rima Chatterjee*

**SIGNATURE OF THE LANDOWNERS/  
FIRST PARTY**

2. *Swarna Mukherjee*



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**A.D.S.R: Behala**












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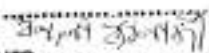
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PHOTO	left hand					
	right hand					












Name .....

Signature .....

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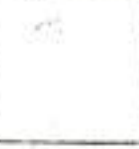




Name .....

Signature 

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	left hand					
	right hand					

Name ...SCMA MUMHERJEE

Signature 

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

Name ...RASHI ...

Signature .....



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**A.D.S.R. Behala**












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PHOTO	left hand					
	right hand					












Name .....

Signature .....

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

Name DEBASIS CHATTERJEE

Signature Debasis Chatterjee

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

Name SRIJANASIS CHATTERJEE

Signature Srijanasis Chatterjee

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

Name .....

Signature .....





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**A.D.S.R: Behala**

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आयकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA

पंजीकृत खाता संख्या कार्ड  
 Permanent Account Number Card  
 ACPHC9147H

नाम / Name  
 DEEPAK CHATTERJEE

पिता का नाम / Father's Name  
 DEB KANJAN CHATTERJEE

हस्ताक्षर / Signature



*Deepeek Chatterjee*

If you find this card lost / found, kindly inform / return to  
 Income Tax PAN Services Unit, UHHSI,  
 Plot No. 3, Sector 11, CBD Belapur,  
 New Mumbai - 400 611.

यदि आप इस कार्ड को खोया / पाया, कृपया सूचित करें / वापस करें।  
 आयकर सेवाएँ, एच.एस.आई.,  
 प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,  
 नया मुंबई - 400 611।

स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER

AEGPC5065F



नाम / NAME

SUBHASIS CHATTERJEE

पिता का नाम / FATHER'S NAME

DEBRANJAN CHATTERJEE

जन्म तिथि / DATE OF BIRTH

27-11-1968

हस्ताक्षर / SIGNATURE

*Subhasis Chatterjee*

*Stalin*

आयकर आयुक्त, (उत्पन्न-अर्थ), कोलकाता

COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

*Chatterjee*

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें  
संयुक्त आयकर आयुक्त(पदाति एवं तकनीकी),  
पी-7,  
चौरिंग्ही 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.



**Government of West Bengal  
Directorate of Registration & Stamp Revenue**

**e-Assessment Slip**

Query No / Year	1607-1000065132/2018	Office where deed will be registered
Query Date	28/02/2018 2:13:01 PM	A.D.S.R. BEHALA, District: South 24-Parganas
Applicant Name, Address & Other Details	Subhasis Chatterjee P-207 Goalapara Road, Thana: Behala, District: South 24-Parganas, WEST BENGAL, PIN - 700060, Mobile No.: 9830087646, Status: Buyer/Claimant	
Transaction	Additional Transaction	
[0139] Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs: 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration: 2], [4311] Other than Immovable Property, Receipt [Rs: 5,000/-]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 91,06,525/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 10,071/- (Article 48(g))	Rs. 78/- (Article E, E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip (Urban area)	

**Land Details :**

District: South 24-Parganas, P.S - Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Banamali Naskar Road, Road Zone: (Harisava Road - Rest/Premises Located not on Road), Premises No. 32, Ward No. 131

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		5 Katha 3 Chatak 14 Sq Ft	1/-	77,56,525/-	Width of Approach Road: 12 Ft.
<b>Grand Total :</b>					<b>8.5915Dec</b>	<b>1/-</b>	<b>77,56,525/-</b>	

**Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1800 Sq Ft	1/-	13,50,000/-	Structure Type: Structure

Gr Floor, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No. 1, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

<b>Total :</b>	<b>1800 sq ft</b>	<b>1/-</b>	<b>13,50,000/-</b>
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## Principal Details :

Sl No	Name & address	Status	Execution Admission Details :
1	Smt. Baraneni Banerjee Wife of Late Sukumar Banerjee 81/1 Banamali Naskar Road, P.O.- Parnasree, P.S.- Behala, District.-South 24 Parganas, West Bengal, India, PIN - 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: CRHPB5421L, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
2	Smt Soma Mukherjee Wife of Shri Abhijit Mukherjee 9, Dr. K. D. Mukherjee Road, P.O.- Parnasree, P.S.- Behala, District.-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: CONPM8101D, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
3	Smt Rima Chatterjee Wife of Shri Chandan Chatterjee 81/1 Banamali Naskar Road, P.O.- Parnasree, P.S.- Behala, District.-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: BBLPC8751R, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

## Attorney Details :

Sl No	Name & address	Status	Execution Admission Details :
1	D S ENTERPRISE P-2 Unique Park, 4th Floor, Flat No: 8, P.O:- Parnasree, P.S:- Behala, District.-South 24-Parganas, West Bengal, India, PIN - 700060 PAN No.: AANFD4277F, Status: Organization, Executed by: Representative	Organization	Executed by: Representative

## Representative Details :

Sl No	Name & Address	Representative of
1	Shri Debasis Chatterjee Son of Late Deb Ranjan Chatterjee P-207 Goalapara Road, R. K. Sarani, P.O.- Parnasree, P.S.- Behala, District.-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: ACPPC9147H	D S ENTERPRISE (as partner)
2	Shri Subhasis Chatterjee Son of Late Deb Ranjan Chatterjee P-207 Goalapara Road, R. K. Sarani, P.O.- Parnasree, P.S.- Behala, District.-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: AEGPC5065F	D S ENTERPRISE (as partner)



Applicant Details :

Name & address

Smt. Sumanika Singha  
 Smt. of Tarun Kr Singha  
 15 A Bidyendra Lal Ganguly Lane, P.O. - Tollygunge, P.S. - Charu Market, District - South 24-Parganas, West Bengal  
 India, PIN - 700033, Sex - Female, By Caste - Hindu, Occupation - Advocate, Citizen of India, Identifier Of Smt  
 Bandana Banerjee, Smt Soma Mukherjee, Smt Rima Chatterjee, Shri Debasis Chatterjee, Shri Subhasis Chatterjee

N

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 30/03/2018) for e-Payment. Assessed market value & Query is valid for 44 days (i.e. upto 13/04/2018) for registration.
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.









Government of West Bengal

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






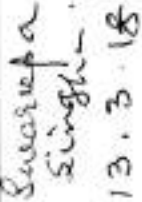
OFFICE OF THE A.D.S.R. BEHALA, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16071000065132/2018

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	Smt Bandana Banerjee 81/1 Banamali Naskar Road, P.O.- Parnasree, P.S.- Behala, District- South 24-Parganas, West Bengal, India, PIN - 700060	Principal			<i>Bandana Banerjee</i> 13.3.18
2	Smt Soma Mukherjee 9, Dr. K. D. Mukherjee Road, P.O.- Parnasree, P.S.- Behala, District- South 24-Parganas, West Bengal, India, PIN - 700060	Principal			<i>Soma Mukherjee</i> 13.3.18
3	Smt Rima Chatterjee 81/1 Banamali Naskar Road, P.O.- Parnasree, P.S.- Behala, District- South 24-Parganas, West Bengal, India, PIN - 700060	Principal			<i>Rima Chatterjee</i> 13.3.18

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
4	Shri Debasis Chatterjee P-207 Goalapara Road, R. K. Sarani, P.O.- Parnasree, P.S - Behala, District -South 24- Parganas, West Bengal, India, PIN - 700060	Representative of Attorney [D S ENTERPR ISE ]			
5	Shri Subhasis Chatterjee P-207 Goalapara Road, R. K. Sarani, P.O.- Parnasree, P.S - Behala, District -South 24- Parganas, West Bengal, India, PIN - 700060	Representative of Attorney [D S ENTERPR ISE ]			
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mrs Swarupa Singha Wife of Tarun Kr Singha 13 A Brojendra Lal Ganguly Lane, P.O - Tollygunge, P.S - Charu Market, District -South 24-Parganas, West Bengal, India, PIN - 700033	Smt Bandana Banerjee, Smt Soma Mukherjee, Smt Rima Chatterjee, Shri Debasis Chatterjee, Shri Subhasis Chatterjee			

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

State Registration & Stamp  
e-Challan

19-201718 019269977-1

Payment Mode: Online Payment

BRN Date: 10/03/2018 15:23:34

Bank: CANARA BANK

BRN: GRIPS2018031045788

BRN Date: 10/03/2018 03:23:34

DEPOSITOR'S DETAILS

Id No.: 16071000065132/4/2018  
(Query No./Query Year)

Name: SUBHASIS CHATTERJEE

Contact No.:

Mobile No.: +91 9830087646

E-mail:

Address:

9 207 GOALA PARA ROAD BEHALA KOLKATA 700060

Applicant Name: Mr Subhasis Chatterjee

Office Name:

Office Address:

Status of Depositor: Others

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	16071000065132/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	10071
2	16071000065132/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	78

Total

10149

In Words: Rupees Ten Thousand One Hundred Forty Nine only







आयकर विभाग

संघत सरकार

TAX DEPARTMENT

GOVT OF INDIA

SOMA MUKHERJEE

STAMBUKAR BANERJEE

13/08/1970

Account Number

CONPMS1010

Soma Mukherjee

SIGNATURE



Soma mukherin  
Soma mukherin

यदि आपका यह कार्ड खो जाय तो आप  
आपकी आयकर प्रमाण पत्र को  
संयुक्त आयकर विभाग, नया दिल्ली, में  
बताकर नया कार्ड बनवायें।  
फोन- 411 014

If this card is lost/missing, you card is found  
Please inform / return to  
Income Tax PAN Services Unit, NSDL,  
5th floor, Market Street,  
Plot No. 341, Survey No. 99712,  
Model Colony, Near Deep Engineering College,  
Pune-411016.

Tel: 91 20 2121, 2000 Fax: 91 20 2121 8081  
e-mail: nsdl@nsdl.com

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

RIMA CHATTERJEE  
SUKUMAR BANERJEE

29/05/1976  
Permanent Account Number  
BBLPC8751R

*Rima Chatterjee*  
Signature



*Rima Chatterjee*



D. S. ENTERPRISE

*Devi...*  
Partner

*...*  
Partner