

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

F 250585

2000742084

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

Addl. District Sub-Registrar Behala, South 24 Parganes

1 0 701 5050

# DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT POWER OF ATTORNEY

THIS INDENTURE made on this the 7// day of July, 2020,

Contd/P2

| ক্রেতার নাম                             | High Court    | Calcutta<br>Calcutta |       |
|---|---------------|----------------------|-------|
| ভেণ্ডার স্বাক্ষর করে।<br>বেহালা এ ডি. ও | এস, আরু অফিস  | 537                  |       |
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|   | 3556          | A.D.S.R. BE          | ehala |
| subal Kris                              | hna Maulik    | Dist South 24        | Pgs.  |

Osed to Osed Date

Subal Krishna Maulik

# Major Information of the Deed

| Deed No :  | 1-1607-04113/2020  | Date of Registration  | 10/07/2020 |  |
|--|--|---|------------|--|
| Query No / Year  | 1607-2000748084/2020   | Office where deed is registered   |            |  |
| Query Date   | 05/07/2020 11:59:56 AM   | 1607-2000748084/2020  |            |  |
| Other Details Avishek Guha High Court, Calcutta, Thana : Har 700001, Mobile No : 983122597 |  | ire Street, District : Kolkata, WEST BENGAL, PIN -<br>73, Status :Advocate  |            |  |
| Transaction  | The state of the s | Additional Transaction  |            |  |
| [0139] Sale, Development Power of Attorney   |  | [4002] Power of Attorney, General Power of<br>Attorney [Rs: 1/-], [4305] Other than Immovable<br>Property, Declaration [No of Declaration: 2],<br>[4310] Other than Immovable Property, Securit<br>Bond [Rs: 1,00,000/-], [4311] Other than<br>Immovable Property, Receipt [Rs: 3,00,000/-] |            |  |
| Set Forth value  |  | Market Value  |            |  |
| Rs. 12,00,000/-  |  | Rs. 72,86,111/-   |            |  |
| Stampduty Paid(SD)   |  | Registration Fee Paid   |            |  |
| Rs. 10,121/- (Article:48(g))   |  | Rs. 3,035/- (Article:E, E, E,)  |            |  |
|  |  | ) from the applicant for issuing the assement slip (Urb   |            |  |

#### Land Details:

District: South 24-Parganas, P.S.- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahendra Banerjee Road, Road Zone: (Rabindranagar Mini Bus Stand -- Rest), , Premises No: 1168, , Ward No: 129 Pin Code : 700060

| Sch | Plot<br>Number | Khatian<br>Number | Land<br>Proposed | Use<br>ROR | Area of Land                   |              | Market<br>Value (In Rs.) | Other Details          |
|-----|----------------|-------------------|------------------|------------|--------------------------------|--------------|--------------------------|------------------------|
| L1  | (RS :- )       |                   | Bastu            |            | 4 Katha 2<br>Chatak 5 Sq<br>Ft |              | 66,11,111/-              | Property is on<br>Road |
|     | Grand          | Total:            |                  |            | 6.8177Dec                      | 10,00,000 /- | 66,11,111 /-             |                        |

#### Structure Details :

| Sch<br>No | Structure<br>Details | Area of<br>Structure | Setforth<br>Value (In Rs.) | Market value<br>(In Rs.) | Other Details                    |
|-----------|----------------------|----------------------|----------------------------|--------------------------|----------------------------------|
| S1        | On Land L1           | 900 Sq Ft.           | 2,00,000/-                 | 6,75,000/-               | Structure Type: Structure        |
|           | Co Floor Acon of the | 000 Ca Ca Ca         | Panidantial Heal Co.       | mantad Floor As          | e of Structure: 0Year, Roof Type |



| 1 | Name, Address, Photo, Finger print and Signature   |
|---|--|
| 1 | Mr SHYAMAL KRISHNA MOULIK, (Alias: Mr SHYAMAL KRISHNA MAULIK)  Son of Late Subodh Krishna Maulik 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O Parnasree Pally, Son of Late Subodh Krishna Maulik 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O Parnasree Pally, Son of Late Subodh Krishna Maulik 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O Parnasree Pally, Son of Late Subodh Krishna Maulik 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O Parnasree Pally, Son of Late Subodh Krishna Maulik 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O Parnasree Pally, Son of Late Subodh Krishna Maulik 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O Parnasree Pally, Son of Late Subodh Krishna Maulik 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O Parnasree Pally, Son of Late Subodh Krishna Malik 18/203, Place Subodh Malik 18/203, Place Subodh Krishna Malik 18/203, Place Subodh Krishna Malik 18/203, Place Subodh Mali |
| 2 | Mr KAMAL KRISHNA MOULIK, (Alias: Mr KAMAL KRISHNA MAULIK)  Son of Mr Subodh Krishna Maulik Merlin Sapphire, Block- B (3/C), 147, Upendra Nath Banerjee Road, P O-San of Mr Subodh Krishna Maulik Merlin Sapphire, Block- B (3/C), 147, Upendra Nath Banerjee Road, P O-San of Mr Subodh Krishna Maulik Merlin Sapphire, Block- B (3/C), 147, Upendra Nath Banerjee Road, P O-San of Mr Subodh Krishna Maulik Merlin Sapphire, Block- B (3/C), 147, Upendra Nath Banerjee Road, P O-San of Mr Subodh Male, PN - 700060 Sex. Male, By Parnasree Pally, P.S Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060 Sex. Male, By Parnasree Pally, P.S Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060 Sex. Male, By Parnasree Pally, P.S Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060 Sex. Male, By Parnasree Pally, P.S Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060 Sex. Male, By Parnasree Pally, P.S Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060 Sex. Male, By Parnasree Pally, P.S Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060 Sex. Male, By Parnasree Pally, P.S Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060 Sex. Male, By Parnasree Pally, P.S Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060 Sex. Male, By Parnasree Pally, P.S Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060 Sex. Male, By Parnasree Pally, P.S Behala, District -South 24-Parganas, West Bengal, India, PIN - 700060 Sex. Male, By Parnasree Pally, PIN - 700060 Sex. Male, By PIN - 700060 Sex. Male, By PIN - 700060 Sex. Male, By PIN - 7000       |
| 3 | THE OUDAL KRICHNA MALILIK (Alice: Mr SUBAL KRISHNA MOULIN)   |

| SI | Name, Address, Photo, Finger print and Signature  |
|----|---|
|    | E SQUARE DEVELOPER  2/2. Siddhinath Chatterjee Road, P.O Behala, P.S Behala, District: South 24-Parganas, West Bengal, India, 2/2. Siddhinath Chatterjee Road, P.O Behala, P.S Behala, District: South 24-Parganas, West Bengal, India, PIN - 700034, PAN No.: AEIPD1170Q, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by Representative |

Execution: 09/07/2020 , Admitted by: Self, Date of Admission: 09/07/2020 ,Place : Pvt. Residence

| SI<br>No | Name, Address, Photo, Finger print and Signature   |
|----------|--|
| 1        | Mr ANJAN DUTTA (Presentant) Son of Late Ashim Kumar Dutta "PRERONA", 211E, Unique Park, P.O Behala, P.S Behala, District: South 24-Parganas, West Bengal, India, PIN - 700034, Sex. Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEIPD1170Q, Andhaar No: 58xxxxxxxx6253 Status: Representative, Representative of: E SQUARE DEVELOPER (as PROPRIETOR) |

### fier Details :

| ie .  | Photo | Finger Print | Signature |
|---|-------|--------------|-----------|
| MANISH ADHIKARY on of Mr. BARINDRA KUMAR DHIKARY 1, Maharani Indira Devi Road, P.O Parnasi ee Pally, P.S Behala, District:- South 24-Parganas, West Bengal, India, PIN - 700060 |       |              |           |

Identifier Of Mr SHYAMAL KRISHNA MOULIK, Mr KAMAL KRISHNA MOULIK, Mr SUBAL KRISHNA MAULIK, Mr ANJAN DUTTA Endorsement For Deed Number: I - 160704113 / 2020

in 07-07-2020

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 72.86.111/-

down

Sandip Biswas ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BEHALA

South 24-Parganas, West Bengal

On 09-07-2020

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

Presented for registration at 15:30 hrs on 09-07-2020, at the Private residence by Mr ANJAN DUTTA.

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

Execution is admitted on 09/07/2020 by 1. Mr SHYAMAL KRISHNA MOULIK, Alias Mr SHYAMAL KRISHNA MAULIK, Son of Late Subodh Krishna Maulik, 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, Thana. Behala. South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession Business, 2. Mr KAMAL KRISHNA MOULIK, Alias Mr KAMAL KRISHNA MAULIK, Son of Mr Subodh Krishna Maulik, Merlin Sapphire, Block- B (3/C), 147, Road: Upendra Nath Banerjee Road, P.O. Parnasree Pally, Thana. Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession Retired Person, 3. Mr SUBAL KRISHNA MAULIK, Alias Mr SUBAL KRISHNA MOULIK, Son of Late Subodh Krishna Maulik, 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, Thana. Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession Business

Indetified by Mr MANISH ADHIKARY. , , Son of Mr BARINDRA KUMAR ADHIKARY, 31, Road: Maharani Indira Devi Road, , P.O. Parnasree Paily, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

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

Execution is admitted on 09-07-2020 by Mr ANJAN DUTTA, PROPRIETOR, E SQUARE DEVELOPER (Sole Proprietoship), 2/2, Siddhinath Chatterjee Road, P.O.- Behala, P.S.- Behala, District -South 24-Parganas, West Bengal, India, PIN - 700034

Indetified by Mr MANISH ADHIKARY, ... Son of Mr BARINDRA KUMAR ADHIKARY, 31, Road: Maharani Indira Devi Road, . P.O. Parnasree Pally, Thana: Behala. . South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Service

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Sandip Biswas

ADDITIONAL DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

On 10-07-2020

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

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

Description of Stamp

 Stamp: Type: Impressed, Serial no 250585, Amount: Rs.5,000/-, Date of Purchase: 07/07/2020, Vendor name: Sasanka Sekhar Roychowdhury

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/07/2020 12:26PM with Govt. Ref. No. 192020210031762391 on 08-07-2020, Amount Rs. 5,121/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0APFOBU1 on 08-07-2020, Head of Account 0030-02-103-003-02

Som

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



# ficate of Registration under section 60 and Rule 69. istered in Book - I

olume number 1607-2020, Page from 147514 to 147578 peing No 160704113 for the year 2020.



Digitally signed by SANDIP BISWAS Date: 2020.07.14 13:57:42 +05:30 Reason: Digital Signing of Deed.

doing

(Sandip Biswas) 2020/07/14 01:57:42 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BEHALA West Bengal.

(This document is digitally signed.)



BETWEEN 1) SRI SHYAMAL KRISHNA MOULIK alias SRI SHYAMAL KRISHNA MAULIK (PAN BGKPM5631A) (AADHAAR No. 4853 6117 8572), 2) SRI KAMAL KRISHNA MOULIK alias SRI KAMAL KRISHNA MAULIK (PAN AEKPM7310M) (AADHAAR No. 7896 1701 9692) and 3) SRI SUBAL KRISHNA MAULIK alias SRI SUBAL KRISHNA MOULIK (PAN BHDPM1428B) (AADHAAR No. 9736 4898 0302), all are sons of Late Subodh Krishna Maulik alias Late Subodh Krishna Moulik, all are by Faith- Hindu, by Nationality-Indian, by Occupation- Nos. 1 and 3 are Business and No. 2 Retired respectively, Nos. 1 and 3 are residing at 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District-South 24 Parganas and No. 2 residing at Merlin Sapphire, Block- B (3/C), 147, Upen Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas, hereinafter collectively called and referred to as the LANDOWNERS/FIRST PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, successors, administrators, executors, legal representatives and assigns) of the FIRST PART.

#### AND

"M/S. E SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253), son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality-

Manish Adhikang Son of Baroingha Kumar Adhikang 31, 4. I. B. Ragd, Behala, Kol-60



Add. District Sub-Registrar South 24 Parganas Indian, by Occupation-Business, residing at "PRERONA", 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, hereinafter called and referred to as the BUILDER/DEVELOPER/SECOND PARTY (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, administrators, executors, legal representatives and assigns) of the SECOND PART.

WHEREAS one Smt. Maya Rani Maulik alias Smt. Maya Rani Moulik (since deceased), wife of Sri Subodh Krishna Maulik alias Sri Subodh Krishna Moulik (since deceased), purchased ALL THAT piece and parcel of demarcated and separated plot of Land measuring 4 Cottahs 2 Chittacks 5 sq.ft. more or less, lying and situated at Mouza-Behala, Pargana- Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to C.S. Dag No. 1605, R.S. Dag No. 1903, R.S. Khatian No. 401, within the limits of the South Suburban Municipality then the Calcutta Municipal Corporation (S.S. Unit) now The Kolkata Municipal Corporation (S.S. Unit) under Ward No. 129, P.S. previously Behala now Parnasree, Kolkata- 700060, District- previously 24 Parganas now South 24 Parganas, from the then Owner, by virtue of one Registered Deed of Sale (written in Bengali) dated 23rd day of February, 1965 and the said Deed of Sale registered in the Office of the Joint Sub- Registrar of Alipore, 24 Parganas and recorded in Book No. I, Volume No. 33, Pages 242 to 248, Being No. 1454 for the Year 1965.



A.D.S.R. Behala

- 9 JUL 2020

Dist.- South 24 Pgs.

AND WHEREAS during peaceful enjoyment over the said Bastu land measuring 4 Cottahs 2 Chittacks 5 sq.ft. more or less by said Smt. Maya Rani Maulik alias Smt. Maya Rani Moulik (since deceased), she constructed one Single Storied Structure measuring more or less 900 sq.ft. over the said Bastu land and used the same as Bastu land for her residential purpose and subsequently her name had been mutated and recorded in the Office of the then South Suburban Municipality being Municipal Holding No. 128/P 47, Parui Paddy Land, P.S. previously Behala now Parnasree, District- previously 24 Parganas now South 24 Parganas now recorded under The Kolkata Municipal Corporation (S.S. Unit), Ward No. 129, vide Assessee No. 41-129-06-1169-0, being Municipal Premises No. 1168, Mahendra Bancrjee Road, P.O. Parnasree Pally, P.S. previously Behala now Parnasree, Kolkata-700060, District- previously 24 Parganas now South 24 Parganas and Mailing Address 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. previously Behala now Parnasree, Kolkata-700060, District- previously 24 Parganas now South 24 Parganas and she used to pay the taxes regularly before the said Office as the lawful sole owner thereof.

AND WHEREAS during peaceful enjoyment over the said Bastu land measuring 4 Cottahs 2 Chittacks 5 sq.ft. more or less together with one Single Storied Structure measuring more or less 900 sq.ft. standing thereon at the said Municipal Premises No. 1168, Mahendra Banerjee

Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 129, A.D.S.R. Behala, South 24 Parganas, the said Maya Rani Maulik alias Maya Rani Moulik died intestate on 06.01.2018., leaving behind her surviving three sons namely 1) Sri Shyamal Krishna Moulik alias Sri Shyamal Krishna Maulik, 2) Sri Kamal Krishna Moulik alias Sri Kamal Krishna Maulik and 3) Sri Subal Krishna Maulik alias Sri Subal Krishna Moulik, the Landowners herein, as her legal heirs and successors, to inherit her entire estate including the said Municipal Premises having undivided 1/3rd share each, as per Hindu Succession Act, 1956, as the husband namely Subodh Krishna Maulik alias Subodh Krishna Moulik of said Maya Rani Maulik alias Maya Rani Moulik (since deceased), predeceased her on 01.10.2011.

AND WHEREAS now the Landowners herein, become the absolute joint Owners in respect of the said First Schedule Property and have been enjoying the same by getting usufructs there from and have been enjoying without any interruption whatsoever.

AND WHEREAS with a view to develop the Schedule property and erect Ground Plus Four Storied Building with Lift facility thereon the Owners invited the Developer herein to undertake the charge of such development and/or constructional work over the land as described in the Schedule below, free from all encumbrances.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the field of development of the land and construction of the building, being agreed with the said proposal of Owners and agreed to undertake the charge of such Constructional work and/or development works of the land as described in the First Schedule below.

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

### ARTICLE - I

#### DEFINITIONS

OWNERS: 1) SRI SHYAMAL KRISHNA MOULIK alias SRI SHYAMAL KRISHNA MAULIK (PAN BGKPM5631A) (AADHAAR No. 4853 6117 8572), 2) SRI KAMAL KRISHNA MOULIK alias SRI KAMAL KRISHNA MAULIK (PAN AEKPM7310M) (AADHAAR No. 7896 1701 9692) and 3) SRI SUBAL KRISHNA MAULIK alias SRI SUBAL KRISHNA MOULIK (PAN BHDPM1428B) (AADHAAR No. 9736 4898 0302), all are sons of Late Subodh Krishna Maulik alias Late Subodh Krishna Moulik, all are by Faith- Hindu, by Nationality-Indian, by Occupation- Nos. 1 and 3 are Business and No. 2 Retired respectively, Nos. 1 and 3 are residing at 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District-South 24 Parganas and No. 2 residing at Merlin Sapphire, Block- B (3/C), 147, Upen Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060,

District- South 24 Parganas, shall mean their legal heirs, successors, executors, legal representatives and assigns, as the case may be.

DEVELOPER: "M/S. E SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, represented by its sole Proprietor SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253), son of Late Ashim Kumar Dutta, by Faith- Hindu, by Nationality-Indian, by Occupation- Business, residing at "PRERONA", 211E, Unique Park, P.O. Behala, P.S. Parnasree, Kolkata- 700034, District- South 24 Parganas, shall mean his legal heirs, successors, executors, legal representatives and assigns, as the case may be.

SAID PROPERTY: Ground Plus Four Storied Building with Lift facility to be constructed on and upon the First Schedule land as per plan that has been sanctioned by the Builder/Developer from the Kolkata Municipal Corporation along with common facilities, benefits, amenities at Bastu land measuring more or less 4 Cottahs 2 Chittacks 5 sq.ft. together with one Single Storied Structure measuring more or less 900 sq.ft. standing thereon, lying and situated at Mouza-Behala, Pargana-Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to C.S. Dag No. 1605, R.S. Dag No. 1903, R.S. Khatian No. 401, being Municipal Premises No. 1168, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata-700060, District-South 24 Parganas and Mailing Address 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata-700060, District-South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No.

129, A.D.S.R. Behala, South 24 Parganas, as described in the Schedule below.

**PROPOSED BUILDING MEANS:** The proposed Ground Plus Four Storied Building with Lift facility to be constructed over the land as described in the Schedule below.

common lavatory, all rainwater pipes, sewerage, fittings, manhole, pit, gullies, Kolkata Municipal Corporation filtered water connection and the pipe lines, water pump and over head Tank, underground water reservoir, boundary wall, court yard, electric connection, electric supply to common areas and facilities, electric fixtures, in the common areas, main switch, electric meter room, Lift and Lift Room and other facilities which will be provided by the Developer from time to time, the particulars of such common areas are more clearly written in FOURTH SCHEDULE hereunder.

#### OWNERS' ALLOCATION:

The Landowners shall have to be allotted jointly 7 (Seven) Nos. of self-contained residential Flat, that would be constructed on the First, Second, Third and Fourth Floor respectively along with 1 (One) No. of Covered Car Parking Space on the Ground Floor and along with 1 (One) No. of Commercial Unit/Shop on the Ground Floor of the proposed Ground Plus Four Storied Building with Lift facility, the details of the said allocations are written hereunder, as follows:

1) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 604 sq.ft. super built up area which is equivalent to 483 sq.ft. built up area more or less on the First Floor, North- West facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share,

right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

- 2) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 744 sq.ft. super built up area which is equivalent to 595 sq.ft. built up area more or less on the First Floor, South facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
  - 3) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 784 sq.ft. super built up area which is equivalent to 627 sq.ft. built up area more or less on the Second Floor, North- East facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
    - 4) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 744 sq.ft. super built up area which is equivalent to 595 sq.ft. built up area more or less on the Second Floor, South facing in a complete and in a habitable condition of the proposed

Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

- 5) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 784 sq.ft. super built up area which is equivalent to 627 sq.ft. built up area more or less on the Third Floor, North- East facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
  - 6) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 604 sq.ft. super built up area which is equivalent to 483 sq.ft. built up area more or less on the Third Floor, North-West facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
    - 7) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 744 sq.ft. super built up area which is equivalent to 595 sq.ft. built up area more or less on the Fourth Floor,

South facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

- Parking Space measuring more or less 120 sq.ft. on the Ground Floor of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises.
- Ommercial Unit/Shop measuring more or less 100 sq.ft. super built up area which is equivalent to 90 sq.ft. built up area more or less on the Ground Floor, North- East facing of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises.
- 10) Payment of Non- Refundable amount of Rs. 5,00,000/- (Rupees Five Lacs) only to be paid to the Landowner by the Developer as follows:

- Payment of Non- Refundable amount of Rs. 3,00,000/- (Rupees Three Lacs) only to be paid by the Developer to the Landowner, herein at the time of signing of this presents.
- b) Payment of balance Non- Refundable amount of Rs. 2,00,000/- (Rupees Two Lacs) only to be paid by the Developer to the Landowner, herein at the time of demolition of the existing structure.
- 11) 2 (Two) Nos. of Shifting Charges amounted to Rs. 16,000/- (Rupees Sixteen Thousand) only per month shall be paid by the Developer to the Landowner Nos. 1 and 2 herein jointly and the said Shifting Charges will be paid by the Developer to the Landowners herein after getting the possession of the said premises in a peaceful vacant possession till handing over the said Owners' Allocation. Be it noted that the Developer shall also arrange for a Covered Car Parking Space in favour of the Landowner No. 3 herein adjacent to the present Building.

proposed Ground Plus Four Storied Building with Lift facility as per Building Plan that has been sanctioned by the Kolkata Municipal Corporation Authority other than the Flats of the Owners as specifically written above in "Owners' Allocation" along with undivided proportionate share of right and interest in the First Schedule Land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed on the said Bastu land measuring more or less 4 Cottahs 2

Chittacks 5 sq.ft. together with one Single Storied Structure measuring more or less 900 sq.ft. standing thereon, lying and situated at Mouza-Behala, Pargana- Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to C.S. Dag No. 1605, R.S. Dag No. 1903, R.S. Khatian No. 401, being Municipal Premises No. 1168, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District-South 24 Parganas and Mailing Address 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata-700060, District-South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 129, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder.

#### ARTICLE - II

#### COMMENCEMENT

The date of commencement of the building work shall be reckoned with effect from the date of obtaining Sanctioned Plan from the Kolkata Municipal Corporation in respect of the proposed construction on the First Schedule land and the work shall be completed within 24 (Twenty Four) months thereof always subject to bonafide force majeure circumstances beyond the control of the Developer. Time is the essence of this contract and the Landowners shall vacate the premises only after obtaining Sanction Plan from Kolkata Municipal Corporation.

# ARTICLE - III OWNERS' RIGHT AND REPRESENTATIONS

The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the said Bastu land measuring more or less 4 Cottahs 2 Chittacks 5 sq.ft. together with one Single Storied Structure measuring more or less 900 sq.ft. standing thereon, lying and situated at Mouza- Behala, Pargana- Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to C.S. Dag No. 1605, R.S. Dag No. 1903, R.S. Khatian No. 401, being Municipal Premises No. 1168, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District-South 24 Parganas and Mailing Address 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata-700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 129, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder or any portion thereof and the said Property is free from all encumbrances, liens, lispendence, charges. Moreover, the Landowners till this day have not entered into any agreement for sale or Joint Venture Agreement with any Third Party in respect of the said property. The said premises is free from all encumbrances, charges, liens, lispendence, attachments, trusts, acquisitions, requisitions whatsoever or howsoever. If any defect in Title shall be found or if anybody shall dispute the Title of the Landowners in respect of the said premises or any suit or action or proceeding shall be initiated regarding the Title of the Landowners in respect of the said premises then and in that event, it shall be the responsibility of the Landowners to defend such suits, proceedings, or actions at their own costs and the Landowners hereby further agree to keep the Developer indemnified against all actions, suit, proceedings and cost, charges and expenses in respect thereof. The Landowners have every right to raise any objection or taking any

#### ARTICLE - IV

step at any point of time if there is any violation of clauses of this Agreement.

### DELVELOPER'S RIGHT

The Landowners hereby grant right to the Developer to construct, erect and build the proposed Ground Plus Four Storied Building with Lift facility as per Sanctioned Building Plan after demolition of the existing structures and the materials, debris which shall come out from such demolition shall be taken by the Developer.

# ARTICLE - V CONSTRUCTION

In consideration of the Landowners having agreed to permit the Developer to commercially exploit the said premises by constructing, erecting and building i.e. building in accordance with the sanctioned plan as may be required by the Developer, the Developer has agreed to provide the Owners' Allocation in full. The said Owners' Allocation along with the entire building shall be constructed and completed with good and standard materials which he must mention to "Owners" and the said building should be a decent building and shall contain all amenities which are normally provided for a decent building for residential purpose. The Landowners shall not be liable to pay or contribute nor shall the Developer be entitled to call upon the Landowners to pay and contribute any amount in the construction and completion of the building and/or the said Landowners' Allocation.

# ARTICLE - VI PROCEDURE

The Landowners shall grant to the Developer and/or their nominated person or persons a Registered Development Power of Attorney as maybe required for the purpose of obtaining all necessary permissions and approvals from the different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority also for the purpose of selling the share of land for the Self-Contained Flats and for the Spaces of the Developer's allocation to their nominated person or other spaces of the person of the Developer.

persons at the rate to be fixed by the Developer.

By virtue thereof the Developer shall sell and transfer the undivided proportionate share in the land underneath the building comprising in the portion of the Developer's allocation after handing over and making over the said Owners' allocation with their satisfaction with the possession letter and letter of acceptance. The Developer shall execute the necessary Deed of Sale as Constituted Attorney of the Owners in respect of the Developer's Allocation as Constituted at the absolute exclusion of any claim, demand, objection, aforesaid at the absolute exclusion of any claim, demand, objection, interference and intervention of the Landowners on any account and under any circumstances whatsoever.

The Developer shall spend all the money for all necessary permission for the said construction. Subsequent to that of making the Plan by the Architect and sanctioned by the Kolkata Municipal Corporation, the Developer shall undertake the construction work in the said premises. The Developer shall undertake the said construction by the standard materials and the specification of materials as given in the schedule hereunder and the

Landowners shall not raise any objection or obstruction or method of construction and the Landowners shall not do any thing by which the Developer may be restrained from doing or completing the constructional work of the said building in the said premises.

All the men and machinery and materials will be supplied by the Developer at

their costs and expenses.

The Developer shall be entitled to all the materials etc. to come up after dismantlement of the existing structure at the First Schedule property without any claim and demand of the Landowners and/or any persons claim up under them.

All the electrical goods, sewerage goods, water pipe line, bricks, sands, irons, windows, doors, stone chips and all other materials in relation to construction will be supplied by the Developer at his own costs and the Landowners can not raise any objection for the same. All costs will be borne by the Developer regarding construction. The particular of such specification of construction are more clearly written in Fifth Schedule hereunder.

That the supervision of the construction of building will be undertaken by the Developer and the Landowners shall not raise any objection, save in case of violation of any of the Clauses of this Development Agreement. All negotiations for the necessary permissions for the construction of the building and also for electric connection, water connection, and sewerage system will be done by the

That the Developer shall negotiate the terms and conditions with the intending Purchaser(s) for the Flat(s) of the Developer's allocation and shall receive the entire consideration money from the intending Purchasers of the said Flat (s) and shall discharge money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchasers for the Developer allocation in the said premises and the Owners shall not be liable for any act done by the Developer and the Developer exclusively shall be liable for the same.

The Landowners shall grant a Development Power of Attorney to the Developer appointing her as his Attorney to negotiate with terms and conditions with the intending Purchasers, to collect consideration either in part or in full in respect of the Developer allocation to admit and effect registration and to do all acts, deeds and things as found necessary for transferring the Developer allocation

The Developer shall use in the said construction the standard and approved portion. quality of materials as specified herein. The Developer shall remain obliged to hand over to the Landowners a copy of the Sanctioned Building Plan before commencement of the construction work. No Adjustment on the Landowners' Allocation shall be allowed on any account whatsoever.

Land at the said premises approximately measuring 4 Cottahs 2 Chittacks 5 sq.ft., be the same a little more or less and if it appears that the area of the land deviates a little more or less, the Landowners shall not allow any adjustment of Landowners' Allocation on such account.

# ARTICLE - VII POSSESION AND CONSTRUCTION

It has been agreed between the Landowners and the Developer that the construction, erection and completion of the said building shall be completed within 24 (Twenty Four) months from the date of the sanction of the Plan. The Developer shall on completion of new building, put the Landowners in possession of the Owners' Allocation in complete and habitable condition together with all rights in common specified as common areas and parts and/or facilities in the said building.

That the Owners shall be entitled to transfer or otherwise deal with the Owners' Allocation or portion thereof at the sole discretion of the Owners. The Developer has exclusive right to transfer the Developer's Allocation portion to the nominated persons of the Developer.

It is expressly agreed and declared that the Developer shall be entitled to Developer's Allocation in the said building after possession is made over to the Owners of the Owners' allocated portion constructed by the Developer. The construction of the Owners' allocation shall be done by the Developer for and on behalf of and on account of the Owners and the Developer shall only be acting as Developer on behalf of the Owners.

The Developer shall be entitled to sell the Developer's allocation as hereinabove mentioned together with the proportionate share in the land and shall be entitled to deal with or dispose of the Developer's allocation.

The Landowners shall co-operate with the Developer in obtaining quotas, entitlements and other allocation of or for cement, steel, bricks, and other building material for construction of the said new building for construction of the said new building and obtaining temporary and permanent connection of water (filtered and unfiltered) electricity and if possible separate drainage, sewerage and gas etc. for the said building. All costs, charges and expense including architect's fees shall be paid, discharged and borne by the Developer and the Owners shall have not liability in this context.

# ARTICLE - VIII BUILDING

The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for quotas of or for cement, steel, bricks, and other building materials allocable to the Owners for the construction for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of new building and other inputs and facilities required for the construction or enjoyment of a portion of the building for which purpose, the Owners shall execute in favour of the Developer a Development Power of Attorney and other authorization as shall be required by the Developer.

The Developer shall at his own costs and expenses and without creating any financial or other liabilities of the Owners construct and complete the said building and various units/Flats and/or apartments thereto and/or modification shall be made in the Landowners' allocation with the consent of the Landowners in writing.

# ARTICLE -IX DEVELOPER'S ALLOCATION

Shall mean the entire built up area in the proposed Ground Plus Four Storied Building with Lift facility as per Building Plan that has been sanctioned by the Kolkata Municipal Corporation Authority other than the Flats of the Owners as specifically written above in "Owners' Allocation" along with undivided proportionate share of right and interest in the First Schedule Land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed on the said Bastu land measuring more or less 4 Cottahs 2 Chittacks 5 sq.ft. together with one Single Storied Structure measuring more or less 900 sq.ft. standing thereon, lying and situated at Mouza-Behala, Pargana-Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to C.S. Dag No. 1605, R.S. Dag No. 1903, R.S. Khatian No. 401, being Municipal Premises No. 1168, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S.

Parnasrec, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 129, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written hereunder.

# ARTICLE -X NOTICE OF POSSESSION & PAYMENT OF TAXES

After completion of the Landowners' Allocation as per the plan, the Developer shall issue a letter to the Landowners at their address before the delivery of possession. On receipt of the said letter, the Landowners shall first take possession of the Owners' Allocation being free from all encumbrances and then the Developer as a Constituted Attorney of the Owners shall execute Deed of Conveyance in respect of the Developer allocation to the respective intending purchaser (s) duly nominated by the Developer.

The above mentioned Sale Deeds from the Developer's Allocation can be executed by the said Attorney only after giving possession of the flats of the Owners' Allocation to the Owners.

2. The Developer shall be liable to pay the taxes from the date of taking possession of the Schedule below property till completion of the building and after taking possession and fulfillment of Owners' Allocation, the Owners shall pay proportionate share of taxes for allotted portion's taxes on proportionate share basis from the date of possession of the said allocated portion.

## ARTHCLE -XI DUTIES & OBLIGATIONS AND/OR REGISTRATION

Both the Landowners and the Developer shall abide by all laws, regulations, bye- laws, and rules and regulations imposed by the Government local bodies and as the case may be and shall attend answer and be responsible for any deviation and/or breach of any laws, bye-laws and rules and regulations.

The Landowners and the Developer shall keep the interior walls of their allocation clean and harmless including sewer drains pipes and other fittings

comprised therein.

The Original Deeds or documents or records in respect of the said premises shall be handed over to the Developer at the time of signing of this presents.

That the Developer shall take responsibility of demolishing the structure, existing in the Schedule below premises at their own costs and waste material which may come out from such demolition shall be taken by the Developer.

## ARTICLE - XII OWNERS' INDEMNITY

The Landowners hereby agree that the Developer shall be entitled to the Developer's allocation as aforesaid and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer perform and fulfill all the terms and conditions herein.

## ARTICLE -XIII DEVELOPER'S INDEMNITY

The Developer hereby agrees to keep the Landowners indemnified against all Third party claims and actions arising out of any act or admission or omission of the Developer.

The Developer hereby undertakes to keep the Landowners indemnified, against all actions, suit, costs, proceedings, and claims that may arise out of the constructions of the said proposed building.

### ARTICLE - XIV DEFINITIONS

- THE LAND shall mean and include, the land fully described in the FIRST SCHEDULE hereunder written.
- 2) <u>'THE BUILDING'</u> shall mean the Ground Plus Four Storied Building with Lift facility comprising the units and other Spaces, which is constructed as per aforesaid sanctioned plan.
- 3) <u>'THE UNIT'</u> shall mean the Flats and the Car Parking Spaces, Shops and Other Spaces in the building including all fittings and fixtures therein and or thereto.
- 4) 'THE BUILT UP AREA' shall according to its context means the plinth area of the Flat including the bathrooms and balconies and also thickness of internal walls, pillars and outer walls (but 50% of such internal walls, which are common between two flats) together with the proportionate area of the staircase & staircase landing of the floor on which the said flat is located in the building or all the flats of the building together with total staircase & staircase landing area of the building as the context permits.
  - Covered Area of the flat plus the proportionate share of common portions and areas as defined herein in respect of the said flat and appurtenances thereto this proportionate share has been calculated 25% of the Covered Area,



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- irrespective of actual measurement of the proportionate share of the common portions and areas being more or less.
- 6) 'THE COMMON AREAS' shall mean the common portions comprised in the building as are outside and beyond the exclusive areas of a unit.
- 7) 'PROPORTIONATE SHARE' shall mean the Owners' and the intending Purchasers' share in the land and the common areas and faculties and such share from the all common rights and liabilities including common profits and common expenses and payment of taxes if any dues of Kolkata Municipal Corporation, of the unit.
- 8) "THE COMMON EXPENSES" shall mean the expenses incurred for the common purpose.
- 9) 'THE CO-OWNERS' shall mean all persons who owned or to own any unit or units, including the Owners herein.
- Kolkata Municipal Corporation for the building at Municipal Premises No. 1168, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas and Mailing Address 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 129, A.D.S.R. Behala, South 24 Parganas, in the name of the OWNERS herein and at the cost of the Developer.
  - 11) 'COMMON PURPOSES' shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common areas and common portion and the purposes of regulating actual rights and liabilities of the co-owners for the comfortable peaceful and beneficial use, occupation and enjoyment of the co-owners of their respective units and all other purposes or matters in which the co-owners shall have common interest relating to the land and the building.
    - 12) 'WORDS' importing singular shall include plural vice versa and the words importing masculine gender shall mean and include feminine and vice

 versa and similarly words importing neuter gender shall gender include masculine and feminine genders.

## ARTICLE -XV MISCELLANEOUS

- The Landowners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as Partnership between the parties hereto in any manner nor shall the parties hereto constituted as an Association of person.
- 2. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and may need of the Owners and various applications and other documents may be required to be signed or made by the Owners which specified provision may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and the Owners shall execute all such additional applications and other documents as same may be provided that all such acts, deeds and things do not in any way infringe on the right of the Owners and/or against the spirit of this Agreement.
- 3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with A/D and shall likewise be deemed to have been served on the Developer if delivered or sent by prepaid registered post to the Developer at the recorded address.
- 4. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts therein.
- 5. The Developer shall pay all Kolkata Municipal Corporation, taxes in respect of the schedule below property and also electricity charges to be paid in respect of Owners' allocated portion from the date of taking over possession of the Schedule below property till the date of completion of the building and handing over possession of the same to the Owners.
- 6. That the Developer shall bear all expenses for obtaining Income Tax clearance certificate under Section 230(A) of the Income Tax Act, 1962 in respect of the Developer's allocation and any liability (s) or any such taxes arisen and payable under the Income Tax Act, 1962, the Developer shall bear all such liabilities at his own costs and expenses.
- The intending Purchasers, Flat Owners, Developer/s and the Landowners shall not do any such thing for which the mutation in respect of

the respective Flat is obstructed or objected by the Kolkata Municipal Corporation or any concerning authority.

8. Any dispute or differences which may arise between the parties or their representatives, with regard to the construction, meaning and effect of this Deed or any party thereof, or the rights and liabilities under this Deed, shall be referred to Arbitration and the decision of a Sole Arbitrator, if the parties in disputes so agree, otherwise to two or more arbitration, one to be nominated by each party or his/their representatives and incase of difference of opinion between them, by the umpire selected by them at the commencement of reference and this clause shall be deemed to be a submission within the meaning of the Indian Arbitration & Conciliation Act, 1996 and/or any other statutory modification and/or reenactment.

9. That the Landowners shall liable to pay Goods and Service Tax and any other Taxes as and when imposed by any Government either State or Central, as applicable for the Unit wholly as per Owners' allocation.

- 10. That if there be any tenant then all responsibility will be borne by the Developer and the Developer will settled with the tenant amicably regarding the possession of the tenant at the said property.
- 11. That it has been decided by and between both the Parties that all the Original Papers of the said property shall be handed over by the First Part to the Second Part at the time of signing of this presents. Be it noted that after completion of all the registration of the Flats the Developer shall bound to return all the Original Papers of the said property to the Landowners herein.

## ARTICLE XV FORCE MAJEURE CLAUSE

The Landowners and the Developer hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the respective obligations prevented by the existence of bona-fide force majeure shall be suspended during duration of the force majeure.

# ARTICLE XVI ARBITRATION

In case of any dispute and difference or question arising between the parties hereto with regard to this Agreement, the same shall be referred to Arbitration under the provision of the Indian Arbitration & Reconciliation Act, 1996 and/or any other statutory modification and/or Re-enactment.

# FIRST SCHEDULE OF THE PROPERTY

# Description of the Land

ALL THAT piece and parcel of Bastu land measuring more or less 4
Cottahs 2 Chittacks 5 sq.ft. together with one Single Storied Structure measuring more or less 900 sq.ft. standing thereon, all are cemented flooring, lying and situated at Mouza-Behala, Pargana-Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to C.S. Dag No. 1605, R.S. Dag No. 1903, R.S. Khatian No. 401, being Municipal Premises No. 1168, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata-700060, District-South 24 Parganas and Mailing Address 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata-700060, District-South 24 Parganas, at Zone-Rabindranagar Mini Bus Stand to Rest, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 129, A.D.S.R. Behala, South 24 Parganas, which is butted and bounded in the manner following:-

ON THE NORTH : By Mahendra Banerjee Road;

ON THE SOUTH : By Property of Moni Lal Jesora;

ON THE EAST

: By Property of Sukumar Das Modak;

ON THE WEST

: By 8'- 00" wide I.P.S. Road;

# SECOND SCHEDULE ABOVE REFERRED TO (OWNERS' ALLOCATION)

# OWNERS' ALLOCATION:

The Landowners shall have to be allotted jointly 7 (Seven) Nos. of self-contained residential Flat, that would be constructed on the First, Second, Third and Fourth Floor respectively along with 1 (One) No. of Covered Car Parking Space on the Ground Floor and along with 1 (One) No. of Commercial Unit/Shop on the Ground Floor of the proposed Ground Plus Four Storied Building with Lift facility, the details of the said allocations are written hereunder, as follows:

- The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 604 sq.ft. super built up area which is equivalent to 483 sq.ft. built up area more or less on the First Floor, North-West facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
  - 2) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 744 sq.ft. super built up area

- which is equivalent to 595 sq.ft. built up area more or less on the First Floor, South facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
  - The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 784 sq.ft. super built up area which is equivalent to 627 sq.ft. built up area more or less on the Second Floor, North- East facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
    - The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 744 sq.ft. super built up area which is equivalent to 595 sq.ft. built up area more or less on the Second Floor, South facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.

- 5) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 784 sq.ft. super built up area which is equivalent to 627 sq.ft. built up area more or less on the Third Floor, North- East facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
  - The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 604 sq.ft. super built up area which is equivalent to 483 sq.ft. built up area more or less on the Third Floor, North-West facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
    - 7) The Landowners shall have to be allotted jointly 1 (One) No. of self-contained residential Flat measuring more or less 744 sq.ft. super built up area which is equivalent to 595 sq.ft. built up area more or less on the Fourth Floor, South facing in a complete and in a habitable condition of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with

- \* proportionate impartible undivided share in the land of the said premises including proportionate share of the roof of the proposed Building.
  - Parking Space measuring more or less 120 sq.ft. on the Ground Floor of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises.
  - 9) The Landowners shall have to be allotted jointly 1 (One) No. of Commercial Unit/Shop measuring more or less 100 sq.ft. super built up area which is equivalent to 90 sq.ft. built up area more or less on the Ground Floor, North- East facing of the proposed Ground Plus Four Storied Building with Lift facility, with proportionate share, right, title and interest in the common facilities and spaces together with proportionate impartible undivided share in the land of the said premises.
  - 10) Payment of Non- Refundable amount of Rs. 5,00,000/- (Rupees Five Lacs) only to be paid to the Landowner by the Developer as follows:
  - a) Payment of Non- Refundable amount of Rs. 3,00,000/- (Rupees Three Lacs) only to be paid by the Developer to the Landowner, herein at the time of signing of this presents.

- b) Payment of balance Non- Refundable amount of Rs. 2,00,000/- (Rupees Two Lacs) only to be paid by the Developer to the Landowner, herein at the time of demolition of the existing structure.
  - 11) 2 (Two) Nos. of Shifting Charges amounted to Rs. 16,000/- (Rupees Sixteen Thousand) only per month shall be paid by the Developer to the Landowner Nos. 1 and 2 herein jointly and the said Shifting Charges will be paid by the Developer to the Landowners herein after getting the possession of the said premises in a peaceful vacant possession till handing over the said Owners' Allocation. Be it noted that the Developer shall also arrange for a Covered Car Parking Space in favour of the Landowner No. 3 herein adjacent to the present Building.

# THIRD SCHEDULE ABOVE REFERRED TO

# (DEVELOPER'S ALLOCATION)

proposed Ground Plus Four Storied Building with Lift facility as per Building Plan that has been sanctioned by the Kolkata Municipal Corporation Authority other than the Flats of the Owners as specifically written above in "Owners' Allocation" along with undivided proportionate share of right and interest in the First Schedule Land together with all common facilities, benefits, amenities, easements on the First Schedule land and the said proposed building to be constructed on the said Bastu land measuring more or less 4 Cottahs 2 Chittacks 5 sq.ft. together with one Single Storied Structure measuring more or less 900 sq.ft. standing thereon, lying and situated at Mouza-Behala, Pargana- Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, appertaining to C.S. Dag No. 1605, R.S. Dag No. 1903, R.S. Khatian No.

401, being Municipal Premises No. 1168, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District-South 24 Parganas and Mailing Address 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata-700060, District- South 24 Parganas, within the limits of the Kolkata Municipal Corporation (S.S. Unit), Ward No. 129, A.D.S.R. Behala, South 24 Parganas, more fully and particularly described in the First Schedule written herein before.

# FOURTH SCHEDULE COMMON AREAS

- a. The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b. The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, entrance and exists of the building.
- c. The easements and wards.
- d. Installation of common services such as powers, lights, water, sewerage etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, Lift, Lift Room, pump and switches fixed in the common areas.
- Ultimate roof of the Building.

# FIFTH SCHEDULE (Specification of Construction)

## A. CONTRETE WORK:

R.C.C. framed structure as per design.

### B. BRICK WORK:

 All external walls to be 200mm thick with 1:6 cement sand ratio properly cured.

 All internal walls to be 75mm/125mm thick in 1:6 cement sand ratio properly cured.

# C. PLASTERING AND FINISHING:

- All external plaster to be 20 mm thick with 1:6 cement sand ratio properly cured.
- All internal plaster to be 12 mm thick with 1:6 cement sand ratio properly cured.

#### D. DOORS:

- All Door frame to be 2.5"X4" made of Sal wood properly seasoned.
- All main entrance doors will be of Flush Door type with decorative laminate.
- All internal doors will be of flush door type, machine made phenol bonded formaldehyde treated of standard make with all fitting fixing complete.

#### E. WINDOWS:

All windows will be of Aluminum sliding with 4 mm glass panels with M.S. Grill of design approved by the Architect.

## F. PAINTING AND DECORATION:

- 1. Putty finish on all internal walls over plaster.
- Three coats of white washing to the interior surface of the staircase, landing garage etc.
- 3. One coat of primer for windows, grills, pipes etc.
- Two coat of snowcem & two coats of weather coat, for the exteriors of the building.

#### G. KITCHEN:





- With C.P. waste fitting, PVC waste pipe and C.P. stop and bib cock i etc.
- 100 dia floor trap 1 Nos.
- Kitchen counter 5'-0" long will be provided with black stone 2'-0" ii) wide along with marble finish and back wall to be finished with iii) glazed tiles of 2'- 00" high along steel sink on the adjacent wall.

#### FLOORING: H.

Vitrified Tiles.

#### SANITARY & PLUMBING: I.

- G.I. pipes ISI approved and C.P. bib cocks stop cocks of branded i)
- White porcelain wash basin. iii
- C.P. bib cocks 2 Nos. iii)
- One hot water line with all fittings excluding Geyser. iv)
- E P W C white porcelain, including approved seat cover and PVC v) low down cistern with all fitting.
- Stainless steel shower rose wall type with control valves. vi)

# J.

- All electric wire and cables will be of copper and all specification ELECTRICAL: and workmanship as per I.S. rules, branded make.
- Adequate numbers of Electric points in each flat. ii)

# K. LIFT:

A four passenger Lift of reputed make.

# DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT, We, 1) SRI SHYAMAL KRISHNA MOULIK alias SRI SHYAMAL KRISHNA MAULIK (PAN BGKPM5631A) (AADHAAR No. 4853 6117 8572), 2) SRI KAMAL KRISHNA MOULIK alias SRI KAMAL KRISHNA MAULIK (PAN AEKPM7310M) (AADHAAR No. 7896 1701 9692) and 3) SRI SUBAL KRISHNA MAULIK alias SRI SUBAL KRISHNA MOULIK (PAN BHDPM1428B) (AADHAAR No. 9736 4898 0302), all are sons of Late Subodh Krishna Maulik alias Late Subodh Krishna Moulik, all are by Faith- Hindu, by Nationality- Indian, by Occupation- Nos. 1 and 3 are Business and No. 2 Retired respectively, Nos. 1 and 3 are residing at 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas and No. 2 residing at Merlin Sapphire, Block- B (3/C), 147, Upen Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas, hereinafter collectively called and referred to as the LANDOWNERS/EXECUTANTS, SEND GREETINGS.

AND WHEREAS We have entered into a Development Agreement written herein above with "M/S. E SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2, Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata-700034, District-South 24 Parganas, represented by its sole Proprietor SRI ANJAN DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253), son of Late Ashim Kumar Dutta, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at "PRERONA", 211E,

Unique Park, P.O. Behala, P.S. Parnasree, Kolkata-700034, District-South 24 Parganas, for development of our aforesaid **First Scheduled** property and to construct a Ground Plus Four Storied Building with Lift facility at the said premises in accordance with the Building Plan that may be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS since We have been busy with our day to day affairs it become necessary and also expedient for us to appoint and engage an Attorney for ourselves, in our names and on our behalves to do all acts, deeds and things as We could do ourselves.

NOW KNOW YE BY THESE PRESENTS, We, 1) SRI SHYAMAL KRISHNA
MOULIK alias SRI SHYAMAL KRISHNA MAULIK (PAN BGKPM5631A)

(AADHAAR No. 4853 6117 8572), 2) SRI KAMAL KRISHNA MOULIK alias
SRI KAMAL KRISHNA MAULIK (PAN AEKPM7310M) (AADHAAR No. 7896

1701 9692) and 3) SRI SUBAL KRISHNA MAULIK alias SRI SUBAL
KRISHNA MOULIK (PAN BHDPM1428B) (AADHAAR No. 9736 4898 0302),
all are sons of Late Subodh Krishna Maulik alias Late Subodh Krishna Moulik,
do hereby and hereunder jointly nominate, constitute and appoint "M/S. E

SQUARE DEVELOPER", a Proprietorship Concern, having its Office at 2/2,
Siddhinath Chatterjee Road, P.O. Behala, P.S. Parnasree, Kolkata- 700034,
District- South 24 Parganas, represented by its sole Proprietor SRI ANJAN

DUTTA (PAN AEIPD1170Q) (AADHAAR No. 5882 4555 6253), son of Late
Ashim Kumar Dutta, by Faith- Hindu, by Nationality- Indian, by OccupationBusiness, residing at "PRERONA", 211E, Unique Park, P.O. Behala, P.S.

- Parnasree, Kolkata- 700034, District- South 24 Parganas, as our true and lawful Attorney in our names and on our behalves, to do and execute and perform or caused to be done, executed and performed all or any of the following acts, deeds and things in respect of the said premises.
  - To develop our said property and to construct a Ground Plus Four Storied Building with Lift facility at the said premises in accordance with the Plan that may be sanctioned by the Kolkata Municipal Corporation.
  - To sign Building Plan and obtain Sanctioned Plan from the Kolkata Municipal Corporation for the construction of the said Building and/or as may be sanctioned by the Kolkata Municipal Corporation for ourselves and on our behalves.
    - 3. After obtaining the Sanctioned Plan from the Kolkata Municipal Corporation to construct said Building on the said property according to the Sanctioned Plan and for the purpose of the said construction to engage Masons Sanctioned Plan and for the purpose of the said construction to engage Masons and Laborers, Engineers, Supervisors, Surveyors and to purchase necessary and Laborers, Engineers, Supervisors, Surveyors and to purchase necessary Building materials for us and on our behalves.
      - 4. To appear for us and on our behalves before the Kolkata Municipal Corporation, C.E.S.C. Limited, Airport Authority and other local and/or statutory Authorities and all Government or Semi-Government Offices and to apply for obtaining sanction, permit, license, water supply, drainage, electric apply and all services etc. as may be required for the construction of the said Building at the said premises.

- To deposit all fees, charges, money before the Authorities concerned in our names and on our behalves for obtaining sanctioned from the Kolkata Municipal Corporation and to receive sanctioned Building Plan for us and on our behalves from the Kolkata Municipal Corporation.
- 6. To issue forms, brochures, designs, plan and booklets and to invite intending Purchaser/s of the Flat/s and Car Parking Space/s both open and cover and other spaces in Developer's allocation to any Purchaser/s at such prices as our said Attorney in his absolute discretion, thinks fit and proper and to agree upon and to enter into Agreement/s for Sale and/or to repudiate the same.
  - 7. To sign and execute any Agreement/s etc. in respect of the Developer's allocation together with undivided proportionate share of land and common areas and facilities according to the terms and conditions of the said Development Agreement regarding Flats, Car Parking Spaces, both covered and Development to be constructed in favour of any person, association of persons, open to be constructed in favour of any person, association of persons, company both private limited and public limited and to any other business and partnership firm and to receive from them any earnest money in his name and to give or issue valid receipt for the same.
    - 8. In case of sale, to execute, sign proper Conveyance/s for the different Saleable Flat/s, Car Parking Space/s in favour of the intending Purchaser/s and to present before the Registrar of appropriate jurisdiction, all Deed/s of Conveyance for registration in our names and on our behalves and to receive consideration money either in cash or by cheque from the intending

purchaser/s in his name and to be credited in his account and to give proper receipt and discharge for the same only for the Developer's allocation, after making delivery of possession of the Owners' allocation written herein above in terms of this presents.

- 9. To apply for and obtain Income Tax Clearance Certificate and/or certificate under Section 230A (I) and /or under the Urban Land Ceiling and Regulations Act, 1976 and other laws relating to the revenue and/or land and/or Building in Urban Land as may be required for execution and/or registration of any Sale Deed, Lease deed and other documents of transfer as registration of Properties Act, 1882, regarding Developer's allocation in the part of Properties Act, 1882, regarding Developer's allocation in the said premises and Building and also to appear before and sign and submit all papers and documents and to make representation to the appropriate authority/ies for getting such certificate and/or permission.
  - 10. To apply for and obtain temporary and permanent connection of Kolkata Municipal Corporation water supply, electricity, drainage, sewerage, gas and/ or power for the said Building required for the construction, use and enjoyment of the Building, to sign all such applications, forms and documents as shall be required for the said development project.
  - 11. To supervise, manage and conducts all sorts of administration in respect of the demised plot of land which We now have to handle all sorts of official matters, letters arisen in course of concerned matters with our said property/ premises and to sign, submit before the registrar the documents, deed for registering the property under the provisions of West Bengal

Apartment Ownership Act, 1972 with all its latest modifications/amendments

- 12. To appear before the Notary Public, Registrar of Assurances, District Sub- Registrar, Metropolitan Magistrate and other officials or authorities on our behalves present for registration and acknowledgement and register and have them registered and perfected all deeds, instruments and writings have them registered and perfected all deeds, instruments and writings executed, sign, personally for and on our behalves by virtue of this Power Off Attorney in respect of Developer's allocation.
  - 13. To file, institute, contest, carry on, commence, compromise, withdraw any suits, action, proceedings, claims, demands etc. to any concerned lower and higher Courts and all reasonable matters and things that appear to our said Attorney necessary for smoothly carrying out and completing the development works as contemplated in the proposed Development Agreement as aforesaid including to appoint Advocate, Muktar, Revenue Agent or any other legal practitioner and professionals.
    - 14. By this Power of Attorney, the Developer is not empowered to sell, transfer, alienate and encumber the Owners' Allocation and/or any portion thereof to any third parties in any manner whatsoever.
  - No act and deeds can be done beyond the scope and purview of the
     Development Agreement as written herein above.

AND generally to do, execute and perform any other act or acts, deed or deeds, matter or thing whatsoever which in the opinion of our said Attorney ought to be done, executed and performed in relation to our properties, or affairs ancillary or incidental thereto as fully and effectually as We Ourselves would do the same if We are personally present.

AND We do hereby, agree that all acts, deeds and things, lawfully done by our said Attorney, within the jurisdiction of this Power of Attorney, shall be construed as acts, deeds and things done by us and We undertake to ratify and confirm all and whatsoever that our said Attorney shall lawfully do or cause to be done for us by virtue of this Power hereby given.

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

SIGNED & DELIVERED By the LANDOWNERS In presence of:

1. Manish Adhitory Kamal Krishna Monlik

1. Manish Adhitory Kamal Kushna Monlik

31, M. I. D. Road. Subal Krishna Maulik

Subal Krishna Maulik

SIGNATURE OF THE LANDOWNERS /EXECUTANTS

SIGNED, SEALED & DELIVERED By the BUILDER/DEVELOPER/ ATTORNEY in presence of:

1. Manish Adhitay 31, M.I.D. Road Belila, Kel- 60

Accepted by Me

E SQUARE DEVELOPER,
Amandama
Proprietor

SIGNATURE OF THE BUILDER/DEVELOPER/ATTORNEY

2. Alglantoly

Drafted and Prepared by me:

Augh GL

AVISHEK GUHA ADVOCATE HIGH COURT, CALCUTTA.

> AVISHEK GUHA Advocate High Court, Calcutta 130/A, Sagar Manna Road, Parnasree, Kolkata-700060 Enrolment No. F/2226/2010

# MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned Non- Refunable amount of Rs. 3,00,000/- (Rupees Three Lacs) only, towards the advance money and/or part payment out of the total consideration of Non-Refundable amount of Rs. 5,00,000/- (Rupees Five Lacs) only as per memo below:-

# MEMO:-

- Paid by Cheque No. 011279 dated 06.07.2020. 1,00,000/-Rs. drawn on Axis Bank, Manton Branch.
- Paid by Cheque No. 011280 dated 06.07.2020. 1,00,000/-Rs. drawn on Axis Bank, Manton Branch.
- Paid by Cheque No. 011281 dated 06.07.2020. Rs. 1,00,000/drawn on Axis Bank, Manton Branch. 3)

Total

Rs. 3,00,000/-

(RUPEES THREE LACS) ONLY. SIGNED AND DELIVERED

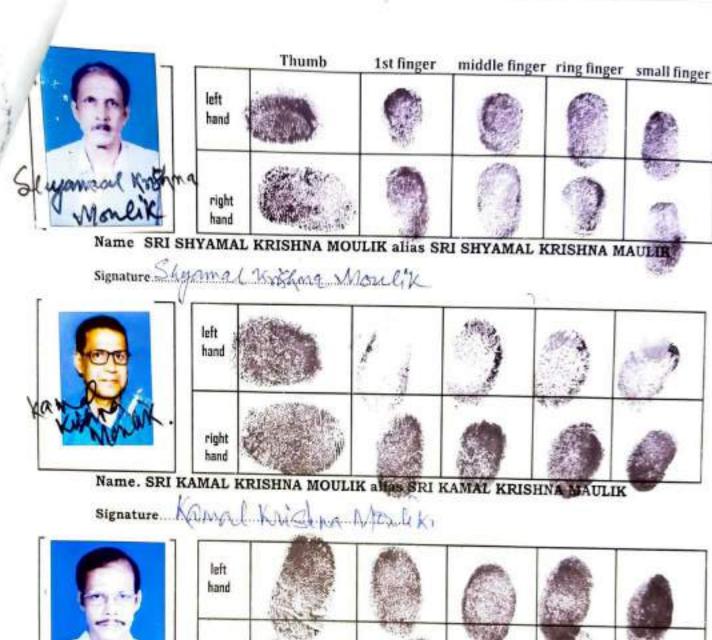
In Presence:

1. Marich Adhikox

31, M. 2. D Kad Behala, Kol-60

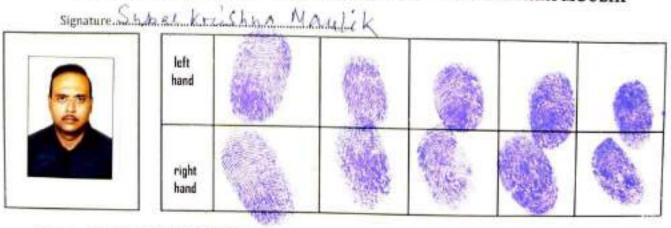
Shyamal Krishna Monlik, Kamal Krishna Monlik,

SIGNATURE OF THE LANDOWNERS /EXECUTANTS





Name. SRI SUBAL KRISHNA MAULIK alias SRI SUBAL KRISHNA MOULIK



Name. SRI ANJAN DUTTA
Signature Amandme

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

19-202021-003176239-1

Payment Mode

Online Payment

N Date: 08/07/2020 12:24:50

Bank:

State Bank of India

N:

IKOAPFOBU1

BRN Date: 08/07/2020 12:26:56

POSITOR'S DETAILS

Id No. :

2000748084/3/2020

[Query No./Query Year]

ame:

AVISHEK GUHA

Mobile No.:

+91 9831225973

ontact No.: -mail:

guha\_avishek@yahoo.com

Address:

HIGH COURT CALCUTTA

Applicant Name:

Mr Avishek Guha

Office Name :

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks:

Sale, Development Power of Attorney Payment No 3

| PAYMENT | DETAILS                                |  | Head of A/C               | Amount[ ₹]   |
|---------|--|--|---------------------------|--------------|
| SI.     | Identification No.                     | Description  | 0030-02-103-003-02        | 5121<br>3035 |
| 1 2     | 2000748084/3/2020<br>2000748084/3/2020 | Property Registration-Stamp duty Property Registration-Registration Fees | 0030-03-104-001-16<br>tal | 8156         |

Rupees Eight Thousand One Hundred Fifty Six only

In Words:





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

| /  | 000074000410000  | Office where deed will be registered   |  |  |
|--|--|--|--|--|
| Query No / Year                            | 2000748084/2020  | Deed can be registered in any of the offices mentioned   |  |  |
| uery Date 05/07/2020 11:59:56 AM           |  | on Note: 11  |  |  |
| Applicant Name,<br>Address & Other Details | Avishek Guha<br>High Court, Calcutta, Thana: Hare S<br>Mobile No.: 9831225973, Status: A   | Street, District : Kolkata, WEST BENGAL, PIN - 700001,<br>dvocate  |  |  |
|  | MODILE 140. , SOCIEDED 11  |  |  |  |
| Transaction                                |  | ( Attorney (Rs 1/-) 14300)   |  |  |
| [0139] Sale, Development                   | Power of Attorney  | [4002] General Power of Attorney [75] Declaration [No of Declaration : 2], [4310] Security Bond [Rs : 1,00,000/-], [4311] Receipt [Rs : 3,00,000 |  |  |
|  | THE RESERVE OF STREET  | Market Value   |  |  |
| Set Forth value                            | I THE SECTION OF THE  | Rs. 72.86,111/-  |  |  |
| Rs. 12.00,000/-                            | The second second  | Total Registration Fee Payable   |  |  |
| Total Stamp Duty Payable                   | (SD)   | - + cast (Acticle F F E E E B)   |  |  |
| Rs. 10,121/- (Article 48(g))               |  | Amount of Stamp Duty to be Paid by Non Judicial  |  |  |
| Mutation Fee Payable                       | Expected date of Presentation of Deed  | Stamp  |  |  |
| Mithiation                                 | The company of the co | Rs. 5,000/-  |  |  |
|  |  |  |  |  |
| Remarks                                    |  |  |  |  |
| 1 Amilian Ice                              |  |  |  |  |

District: South 24-Parganas, Thana: Behala: Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahendra Land Details : Banerjee Road, Road Zone: (Rabindranagar Mini Bus Stand -- Rest)., Premises No: 1168, Ward No: 129, Pin

| Bane<br>Code | rjee Road<br>: 700060                   |         | cone : (Nati   | UseROR  | The second secon | SetForth        | Market       | Other Details  |
|--------------|---|---------|--|---------|--|-----------------|--------------|----------------|
| cab          | Plot                                    | Khatian | The second secon | -       |  | Value (in res.) | co 11 111/   | Property is on |
| No           | o Number Numbe                          | Number  | Proposed   |         | 4 Katha 2 Chatak   | 10,00,000/-     | 66,11,111    | Road           |
| L1           | 50 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | Bastu   |  | 5 Sq Ft |  | 00 44 444 [     |              |                |
| - 11         | *************************************** |         |  |         | 6.8177Dec  | 10,00,000 /-    | 66,11,111 /- |                |
|              | Grand                                   | Total:  |  |         | 0.010.000  |                 |              |                |

| Structure Details : |            | Details : Setforth |                | Market value | Other Details                    |  |
|---------------------|------------|--------------------|----------------|--------------|----------------------------------|--|
| Sch Structure       |            | A KOD DI           | Value (In Rs.) | (In Rs.)     | Structure Type Structure         |  |
| No Details          | Structure  | 2.00,000/-         | 6,75,000/-     |              |                                  |  |
| S1                  | On Land L1 | 900 Sq Ft.         | 2,00,000       |              | e of Structure OYear, Roof Type: |  |

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

|                  |             | 2244        |
|------------------|-------------|-------------|
|                  | 2,00,000 /- | 6,75,000 /- |
| Total: 900 sq ft | 755         |             |

ainal Details :

| SINO |   | Status     | Execution Admission<br>Details :               |
|------|---|------------|--|
| 1    | Mr SHYAMAL KRISHNA MOULIK, (Alias: Mr SHYAMAL KRISHNA MAULIK) Son of Late Subodh Krishna Maulik, 3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O Parnasree Pally, P.S Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BGKPM5631A, Aadhaar No.: 48xxxxxxxxxxx8572Status: Individual, Executed by: Self , To be Admitted by: Self | Individual | Executed by: Self<br>. To be Admitted by: Self |
| 2    | Mr KAMAL KRISHNA MOULIK, (Alias: Mr KAMAL KRISHNA MAULIK) Son of Mr Subodh Krishna Maulik, Merlin Sapphire, Block- B (3/C), 147, Upendra Nath Banerjee Road, P.O Parnasree Pally, P.S Behala, District - South 24-Parganas, West Bengal, India, PIN - 700060 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. AEKPM7310M, Aadhaar No.: 78xxxxxxxxx9692 Status: Individual, Executed by: Self        | Individual | Executed by: Self To be Admitted by: Self      |
| 3    | Mr SUBAL KRISHNA MAULIK, (Alias: Mr SUBAL KRISHNA MOULIK) Son of Late Subodh Krishna Maulik,3/203, Rabindra Nagar, Mahendra Banerjee Road, P.O Parnasree Pally, P.S Behala, District - South 24-Parganas, West Bengal, India, PIN - 700060 Sex Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. BHDPM1428B, Aadhaar No.: 97xxxxxxxxx0302Status: Individual, Executed by: Self To be Admitted by: Self           | Individual | Executed by: Self<br>, To be Admitted by: Self |

| Att | orney Details :   | Status       | Execution Admission                    |  |
|-----|---|--------------|--|--|
| SI  | Name & address  | - Clare      | Details :                              |  |
| No  |   | Organization | Executed by Representative             |  |
|     | E SQUARE DEVELOPER ( Sole Proprietoship ) 2/2, Siddhinath Chatterjee Road, P.O Behala, P.S Behala, District-South 24-Parganas, West Bengal, India, PIN - 700034 PAN No. AEIPD1170Q, Aadhaar No Not Provided by UIDAIStatus: Organization, Executed by: Representative |              | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ |  |

| Re | presentative Details:   | Representative of      |  |
|----|---|------------------------|--|
| SI | Name & Address  |                        |  |
| No |   | E SQUARE DEVELOPER (as |  |
|    | Mr ANJAN DUTTA  Son of Late Ashim Kumar Dutta PRERONA*, 211E, Unique Park, P.O Behala, Son of Late Ashim Kumar Dutta PRERONA*, 211E, Unique Park, P.O Behala, P.S Behala, District - South 24-Parganas, West Bengal, India, PIN - 700034  Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEIPD1170Q, Aadhaar No.: 58xxxxxxxxx6253 | PROPRIETOR)            |  |

## Identifier Details:

#### Name & address

Mr MANISH ADHIKARY

Son of Mr BARINDRA KUMAR ADHIKARY

31, Maharani Indira Devi Road, P.O.- Parnasree Pally, P.S.- Behala, District -South 24-Parganas, West Bengal, India, 31, Maharani Indira Devi Road, P.O.- Parnasree Pally, P.S.- Behala, District -South 24-Parganas, West Bengal, India, 31, Maharani Indira Devi Road, P.O.- Parnasree Pally, P.S.- Behala, District -South 24-Parganas, West Bengal, India, 31, Maharani India, McCarda, P.O.- Parnasree Pally, P.S.- Behala, District -South 24-Parganas, West Bengal, India, 31, Maharani India, McCarda, P.O.- Parnasree Pally, P.S.- Behala, District -South 24-Parganas, West Bengal, India, 31, Maharani India, McCarda, P.O.- Parnasree Pally, P.S.- Behala, District -South 24-Parganas, West Bengal, India, 31, Maharani India, McCarda, P.O.- Parnasree Pally, P.S.- Behala, District -South 24-Parganas, West Bengal, India, 31, Maharani India, McCarda, P.O.- Parnasree Pally, P.S.- Behala, District -South 24-Parganas, West Bengal, India, 31, Maharani India, McCarda, Mc



Query No: 2000748084 of 2020, Printed On: Jul 5 2020 12 00PM. Generated from Recebiation

| No. | and Land or Building Details a<br>Property Identification by KMC  | Registered Deed Details   | Owner Details of Property   | Land or Building Details   |
|-----|---|---|---|--|
|     | Assessment No. :<br>411290611690<br>Premises No. : 1168<br>Ward No. : 129<br>Street Name : MAHENDRA<br>BANERJEE ROAD. | Reference Deed No. :<br>Date of Registration. :<br>Office Where<br>Registered : | Owner Name : SM<br>MAYA RANI MOULICK<br>W/O SUBODH KR<br>MOULICK<br>Owner Address : 3/203<br>RABINDRA NAGAR ,<br>MAHENDRA<br>BANERJEE ROAD ,<br>CALCUTTA 700060<br>Pin No. : 700060 | Character of Premises:<br>Total Area of Land: 4 Cottal<br>2 Chatak, 5 SqFeet |

#### Note:

- If the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days (i.e. upto 04-08-2020) for e-Payment. Assessed market value & Query is valid for 30 days. (i.e. upto 04-08-2020)
- Standard User charge of Rs. 240/-(Rupees Two hundred fourty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- 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.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- 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
- 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.
- 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 BLIRO office.
- 11. This eAssessment Slip can be used for registration of respective deed in any of the following offices: D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - V SOUTH 24-PARGANAS, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



## 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 16072000748084/2020

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

| SI<br>No. | Name of the Executant  | Category  | Photo | Finger Print   | Signature with date   |
|-----------|--|-----------|-------|----------------|-----------------------|
| 1         | Mr SHYAMAL KRISHNA<br>MOULIK Alias Mr<br>SHYAMAL KRISHNA<br>MAULIK 3/203,<br>Rabindra Nagar,<br>Mahendra Banerjee<br>Road, P.O Parnasree<br>Pally, P.S Behala,<br>DistrictSouth 24-<br>Parganas, West Bengal,<br>India, PIN - 700060 | Principal |       | District Point | Signature Working     |
| SI<br>No. | Mr KAMAL KRISHNA MOULIK Alias Mr KAMAL KRISHNA MAULIK Merlin Sapphire Block-B (3/C), 147 Upendra Nath Banerjee Road, P.O Parnasree Pally, P.S Behala, District - South 24 Parganas, West Bengal India PIN -                          | Category  | Photo | Finger Print   | Kamel Kirshna Morting |

| SI        | Name of the Execut  | ant Category   | Photo              | Finger Print     | Signature with date   |
|-----------|---|--|--------------------|------------------|-----------------------|
| 3         | Mr SUBAL KRISHNA MAULIK Alias Mr SUB KRISHNA MOULIK 3/203, Rabindra Naga Mahendra Banerjee Road, P O - Parnasre Pally, P S - Behala, District - South 24- Parganas, West Beng India, PIN - 700060 | BAL<br>or<br>e   |                    | The Print        | Subat Raishra. Maulik |
| SI        | Name of the Execut  | ant Category   | Photo              | Finger Print     | date                  |
| No.       | Mr ANJAN DUTTA  PRERONA*, 211E.  Unique Park, P.O  Behala, P.S Behala  District -South 24-  Parganas, West Ben  India, PIN - 700034   | SQUARE<br>gal DEVELOP<br>ER]   |                    | Photo Finger Pri | nt Signature with     |
| SI<br>No. | Name and Address  | Identifier   | OI.                | noto 1 - 5       | date                  |
| 1         | Mr MANISH ADHIKARY Son of Mr BARINDRA KUMAR ADHIKARY 31. Maharani Indira Devi Road. P.O Parnasree Pally, P.S Behala. District -South 24-  | Mr SHYAMAL KRISI<br>MOULIK, Mr KAMAL<br>MOULIK, Mr SUBAL<br>MAULIK, Mr ANJAN | KRISHNA<br>KRISHNA |                  | minh Adhikory         |

ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE ADSR BEHALA



