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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets affached with this document are the part of this document.

District Sub-Registrar-II Alipore, South 24 Parganes

0 2 MAR 2020

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT WITH DEVELOPMENT

POWER OF ATTORNEY is made this 2000 day of March,

2020 (Two Thousand Twenty) A.D.;

BETWEEN

SRI ANUP KUMAR GHOSH, PAN - BAZPG6484L, Aadhaar No. 5026 9243 9004, son of late Goranga Ghosh, by faith Hindu, by Nationality Indian, by occupation Retired Person, residing at 1139/1, Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, hereinafter referred to as the "OWNER" (which term or expression shall unless repugnant to the context either expressly or impliedly shall deem to mean and include his heirs, legal representatives, successors in interest and assigns) of the FIRST PART.

AND

M/S. LOKENATH CONSTRUCTION, PAN - AAHFL1353], a Partnership firm having its Registered Office at 408, Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, in the state of West Bengal, represented by its Partners viz. 1) SRI BAPI PATRA, PAN - AWGPP4376E, Aadhaar No. 2574 1346 3258, son of late Madhu Patra, by faith Hindu, by occupation Business. by Nationality Indian, residing at 89/40, Ramchandrapur, P.O. R.C. Thakurani, P.S. Haridevpur, Kolkata 700 104, District South 24 Parganas, in the state of West Bengal, 2) SRI AVIJIT GHOSH, PAN -BFFPG3844D, Aadhaar No. 5919 2371 8640, son of Anup Ghosh, by faith Hindu, by occupation Business, by Nationality Indian, residing at 408, Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, 3) SMT. ESHITA MALLICK, PAN -CZZPM0066J, Aadhaar No. 9665 5864 4088, wife of Sri Arunava Roy Chowdhury, daughter of Kartick Chandra Mallick, by faith Hindu, by occupation Business, by Nationality Indian, residing at 1062C, Ostad Amir Khan Sarani, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless repugnant to context either expressly or impliedly shall deem to mean and include its heirs, legal representatives, successors in office) hereinafter also referred to as the SECOND PART.

WHEREAS one Niroda Dasi was the recorded owner in respect of land measuring about 77 decimals lying and situated at Mouza Haridevpur, Pargana Khaspur, J.L. No.25, R.S. No. 35, Touzi No. 3358, comprised in Dag No. 432, Khatian No. 555 under Khatian No. 556, within the limits of the Kolkata Municipal Corporation (S.S. Unit), P.S. the then Behala thereafter Thakurpukur now Haridevpur, District South 24 Parganas.

AND WHEREAS the said Niroda Dasi while enjoyment of the said land due to urgent need of money sold, conveyed and transferred the said 77 decimals land in favour of Kusui Chandra Koley, son of late Kartick Chandra Koley, of Siriti, District South 24 Parganas, by way of registered Deed of Conveyance (Bengali Kobala), dated 18th day of Chaitra, 1314 (B.S.).

AND WHEREAS the said Kusui Chandra Koley after becoming owner of the said land sold, transferred and conveyed the said 77 decimals land in favour of Sri Bipin Behari Das, son of late Haru Das, of Sirity, Kolkata 700 041, District South 24 Parganas, by way of a registered Deed of Sale, dated 21/12/42, which was registered before the office of ADSR – Behala and recorded therein Book No. I, Volume No. 17, Pages from 228 to 230, Being No. 985 for the year 1942.

AND WHEREAS the said Sri Bipin Behari Das while was in khas possession in respect of above landed property by mutating his name before R.S. Settlement Record under R.S. Khatian No. 556 & Dag No. 432, he due to urgent need of money sold, transferred and conveyed a demarcated portion of land from the South-Easter side of the entire

land measuring about 04 Cottahs in favour of Sri Gouranga Chandra Chosh, (since deceased) son of Kunja Mohan Ghosh, of 3/6, Ajadgarh Colony, Kolkata 700 040, District South 24 Parganas, the father of the present owner herein, at a valuable consideration mentioned therein, by way of a registered Deed of Conveyance dated 6th May, 1964, which was registered before the office of DSR – Alipore and recorded therein Book No. I, Volume No. 64, Pages from 245 to 249, Being No. 3457 for the year 1964.

AND WHEREAS the said Sri Gouranga Chandra Ghosh after purchasing the above land mutated his name before the office of the Kolkata Municipal Corporation and the said property and since then has been known and numbered as KMC Premises No. 408, Mahatma Gandhi Road, vide Assessee No. 411220704055, KMC Ward No. 122, P.S. Thakurpukur now Haridevpur, Kolkata 700 082 and use to pay rates and taxes regularly by making structure thereon and while enjoying the said property with his family members as absolute owner died intestate on 23.01.2016 leaving behind his one son Sri Anup Kumar Ghosh (the present owner herein) and two married daughters namely 1) Smt. Anu Ghosh wife of Sri Nirmal Ghosh and 2) Smt. Puja Ghosh wife of Sri Pranotosh Ghosh, as his legal heirs and successors, each having undivided 1/3rd share therein. Be it mentioned here that, the wife of Sri Gouranga Chandra Ghosh namely Amiya Ghosh died long time ago in the year 1976.

AND WHEREAS the present owner and his two sisters while enjoying the said property jointly, the above mentioned two sisters due to love and affection gifted out their undivided 2/3rd share i.e. 02 Cottahs 10 Chittaks 30 Square Feet togetherwith undivided 400 square feet asbestos shaded structure, in favour their only brother Sri Anup Kumar Ghosh, the present owner herein, by way of a Registered Deed

of Gift, dated 3rd day of November, 2017, which was registered before the office of DSR Alipore and recorded therein Book No. I, Being No. 09918 for the year 2017.

by way of gift became the absolute owner of land measuring about 04 Cottahs togetherwith structure and thereafter mutated his name before the office of the Kolkata Municipal Corporation and also recorded his name before the B.L. & L.R. Office under Mouza Haridevpur, J.L. No. 25, and since then the above land known as under L.R. Dag No. 432, L.R. Khatian No. 5547 and paying taxes regularly to the appropriate authority and has been absolutely enjoying the property free from all encumbrances, morefully and particularly described in the SCHEDULE – A hereunder written and the aforesaid land will hereinafter be referred to as the "Said Premises".

and whereas the said property is absolute free from all encumbrances, attachment, lien, impendence, debattor, pirrattor, trust, vest, no Notice of Requisition and Acquisition have been served upon the Owner and/or the said property have not been affected by way of Order of any Court for selling and/or alienating the same, the Owner has been absolute authority to deal with the said property and the Owner hereby declare that they have full power and absolute authority to enter into this Agreement.

AND WHEREAS the Owner of the First Part is desirous of developing the said premises by construction of new building for Residential purpose but due to insufficient of fund and lack of knowledge, the Owner herein while searching a Developer for construction of a new building, the Other Part herein being informed

about the intention of the Owner and has approached the Owner to construct a new building and the Owner being convinced with the said approach accepted the Developer proposal with the following terms and conditions as are mentioned hereinafter.

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

ARTICLE -1

DEFINITIONS

 Unless in these presents, it is repugnant to or inconsistent with the context:-

1.01. OWNER :-

Shall mean <u>SRI ANUP KUMAR GHOSH</u>, PAN – BAZPG6484L, son of late Goranga Ghosh, by faith Hindu, by Nationality Indian, by occupation Retired Person, residing at 1139/1, Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, the Party of the **FIRST PART** and shall include their heirs and assigns.

1.02. DEVELOPER:-

Shall mean M/S. LOKENATH CONSTRUCTION, a Partnership firm having its Registered Office at 408, Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, in the state of West Bengal, represented by its Partners viz. 1) SRI BAPI PATRA, PAN – AWGPP4376E, son of late Madhu Patra, by faith Hindu, by occupation Business, by Nationality Indian, residing at 89/40, Ramchandrapur, P.O. R.C. Thakurani, P.S. Haridevpur, Kolkata 700 104, District South 24 Parganas, in the state of West Bengal, 2) SRI AVIJIT GHOSH, PAN – BFFPG3844D, son of Anup Ghosh, by faith Hindu, by occupation Business, by Nationality Indian, residing at 408, Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, 3) SMT. ESHITA MALLICK, PAN –



CZZPM0066J, Aadhaar No. 9665 5864 4088, wife of Sri Arunava Roy Chowdhury, daughter of Kartick Chandra Mallick, by faith Hindu, by occupation Business, by Nationality Indian, residing at 1062C, Ostad Amir Khan Sarani, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, the Party of the SECOND PART and shall include its heirs, legal representatives, successors in office.

1.03. SAID PREMISES:-

Shall mean ALL THAT piece and parcel of Land more fully described in the SCHEDULE "A" written herein below.

1.04. BUILDING:-

A proposed Building having Residential character as per Building Plan to be sanctioned by the concerned authority.

1.05. UNIT:-

Shall mean a separate and self contained area intended to be used for Residential and shall include any other place to be constructed in the building and capable of being occupied and enjoyed independently.

1.06. ARCHITECT:-

Shall mean such Architect or Architects as may be appointed from time to time by the Developer at his own costs and expenses for designing, planning and supervising the proposed building at the said premises.

1.07. COVERED AREA:-

Shall mean Inside Area Plus proportionate Area of Four Sides Wall and proportionate share of Stair.

1.08. SUPER BUILT UP AREA OF THE UNIT:-

Shall mean the total covered area of the Unit, as certified by the Architect for the time being of the building/s, plus proportionate share of common areas, as shall be determined by the Developer in consultation with the Owner and the Architect and aggregate of both shall be deemed to be Super Built Up area of the Unit.

1.9 PLANS:-

Shall mean the Building Plans with the maximum available F.A.R. from the be concerned authority in the names of the Owner of the First Part at the costs and expenses and guidance of the Developer for the construction of building in the said premises and shall include such additions, alterations and modification as the same may make subsequently upon sanction by the concerned authority.

1.10.COMMON AREA:-

Shall mean and include outside corridors, stairways, outside passage ways, common lavatories, stair cover, pump rooms, roof of the building underground water reservoir, overhead water tank and other areas meant for common enjoyment of the buyers/occupants in the said premises.

1.11. COMMON FACILITIES AND AMENITIES:-

Shall mean and include stair ways, water pumps, and overhead and underground water reservoirs, provided in the building in the "Said Premises" for common enjoyment of all the buyers/ occupants.

1.12. OWNERS'S ALLOCATION:-

The Owner shall get – five numbers of self contained residential flats, which comes one flat, north-eastern side of the ground floor, one flat, north-east-western side of the first floor, one flat, on the north-eastern side of the second floor, one flat, north-eastern side of the third floor and another one flat, south-north-western side of the third floor, one

shop room, measuring 100 square feet, south-eastern side of the ground floor and a car parking, measuring about 120 square feet, south-eastern side of the ground floor of the newly constructed building to be sanctioned by KMC together with proportionate share of land and common facilities. Apart from that the owner shall get also a sum of Rs.5,00,000/- (Rupees Five Lakhs) only as non-refundable advance out of which Rs.1,00,000/- (Rupees One Lakh) only will be paid at the time of signing of this agreement, Rs.1,00,000/- (Rupees One Lakh) only will be paid at the time of sanction of plan, Rs.1,00,000/- (Rupees One Lakh) only will be paid at the time of second floor roof casting and balance Rs.2,00,000/- (Rupees Two Lakh) only will be paid at the time of handing over owner's allocation.

1.13. DEVELOPER'S ALLOCATION:-

Developer shall get - remaining constructed area of the building together with proportionate share of land and common area, facilities and amenities including the open spaces of the premises, which shall be ultimately conveyed by Owner FIRST PARTY to the Developer's nominated person or persons.

1.14. TRANSFEROR:-

Shall mean the Owner for the land and building and the Developer as confirming party.

1.15 TRANSFEREE:-

Shall mean the person to whom any Flat/Unit, in the Building is intended to be transferred by the **OWNER** and/or **DEVELOPER**.

ARTICLE - II OWNER RIGHTS & REPRESENTATIONS

2.1. The said premises is free hold and the Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said premises.

- 2.2. That the total area comprised in the said premises is 04 Cottahs more or less more fully described in the SCHEDULE "A" written herein below.
- 2.3. That during the construction of the said project all the original documents relating to the title of the owner in respect of the said property will be kept under the possession and custody of the owner and at the request of the developer, the owner herein will be bound of produce the same as and when required.
- whatsoever on the said premises or any part thereof and undertake not to sell, dispose off, alienate or deal with the said premises or any part thereof save and except putting the Developer in possession of the said premises for the purpose of development, pursuant to this Agreement. However, the Owner shall be entitled to deal with any part of the Owner's Allocation on or before delivery of the same by the Developer. Be it mentioned here the Developer will first hand over possession to the Owner's in respect of the Owner's Allocation and thereafter to the other person or persons but the Developer have every right to enter into any Agreement with any intending buyer or buyers in respect of Developer's Allocation.
 - The Owner shall put the Developer into possession of the said premises simultaneously with the execution of this Agreement.
 - 2.6. That with the within consent and approval of the Owner the Developer will submit Building Plans in the name of the Owner or apply for any other sanctions, permission or approvals. It is clearly understood that all the fees and costs and expenses

relating to approvals, permissions and sanctions will be wholly borne and paid by the Developer alone & shall construct the said building strictly in accordance to the said sanctioned building plan.

- 2.7. After handing over the possession of the owner allocation to the new building, the owner will convey and/or transfer the proportionate share in the total land appertaining to the Developer's Allocation, free from all encumbrances to the Developer or the persons nominated by the Developer.
- 2.8. The Owner shall become absolutely entitled to deal with his allocation as and when required from time to time, and in such manner as it may find necessary and deemed fit and proper but not inconsistent with the terms and conditions herein.
- 2.9. That the developer during the period of construction have to pay one shifting charges of the owner till handing over owner's allocation into the proposed new building and in lieu of that the developer dismantle the existing structure at its own risk and liability.

ARTICLE - III (DEVELOPER'S RIGHT & REPRESENTATION)

3.1. The Owner hereby grant, subject to what has been hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the Building at the said premises and commercially exploit the same by entering into Agreement for Sale on Ownership Basis and/or transfer by any other means from the Developer's Allocation in accordance with the Building Plans to be sanctioned by The Kolkata Municipal Corporation

with or without amendments and/or modifications made or caused by the Developer with approval of the concerned authority.

- 3.2. The Developer shall be entitled to prepare modify and/or alter the Building Plans in consultation with the Owner and to submit the same to concerned authority in the name of the Owner at the costs and expenses of the Developer and the Developer shall pay and bear all fees including Architects Fees, charges and expenses required to be paid or deposited for obtaining the sanction from concerned authority for construction of Building on the said premises. The developer after obtaining sanction / modify building plan from the concerned authority, Xerox copy of the said plan and all money receipt thereof shall be founded over to the owner and after completion of the said Development of the building all original sanction plan and money receipt thereof shall be handed over to the owner by the developer.
- 3.3. The Building will be constructed with new First Class Building materials and good workmanship and with such specifications more fully described/mentioned in the SCHEDULE "D" hereunder written and strictly in accordance with Building Plans with such internal additions, modifications and alterations therein as be designed with the consultant and approval of the Owner and with such amendment thereto and modification thereof only with the approval and sanction of concerned offices or other necessary Body or Authorities.
- 3.4. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the Developer or as creating any right, title or

interest in respect thereof by the Developer other than an exclusive license to the Developer to commercially exploit the said premises in terms hereto and to deal with the Developer's Allocation in the Building to be constructed thereon in the manner and subject to the conditions hereinafter stated.

- 3.5. The Developer shall proceed expeditiously in all respect of development thereof by preparing of the Building Plan and submit the said Building Plan to the Kolkata Municipal Corporation for sanction and obtain the sanction there from within 01 year from the date of execution of this Agreement.
- 3.6. Both Party hereby agreed that the Owner will be fully entitled to enjoy the Owners' Allocation and entitled to sell and/or transfer their interest in any manner to any person and the Developer also entitled to sell and/or transfer his interest in any manner to any person.
- 3.7. The developer shall at its own costs and without creating any financial or other liabilities on the owner, construct, erect and complete full finished the said proposed building with sanctioned plan and as per Specification mentioned below within 18 months from the date of sanction building plan. In the event if the developer fails and neglected to construct the building within the above stipulated period without any valid and lawful cogent reasons in that the event the developer have to compensate to the owner Rs.5,000/- only per month as penalty for delay till handed over owner allocation.
 - 3.8 The Developer will be entitled to develop the said premises by constructing Building thereon consisting of Flat/ Units in

accordance with the Building Plans and to sell and/or transfer by any other means any part or portion of the Developer's Allocation to any person of his choice on such terms and conditions or for such consideration as the Developer shall think fit and proper without any interference by the Owner. All the consideration money shall be realized and appropriated by the Developer absolutely at his discretion and the Owner shall have no claim whatsoever against the sale proceeds or any part of Developer' Allocation.

- 3.9. In case of any amendment and/or changes by the concerned offices present Rules and Regulations and conditions and/or provisions under any statute for carrying out the Construction Work mentioned hereinabove, it would be the responsibility of the Developer to comply therewith at its own costs and expenses and the Owner will extend all possible co-operations and render all assistance, if necessary, to the Developer in complying therewith.
- 3.10. The owner will not be in any way responsible for the construction of the units/flats comprised in the developer allocation and/or regarding delivery of units/flats, nor the owner will be liable for any claims, losses and/or damages arising out of the terms of the proposed Agreement between the developer and intending purchasers.
- 3.11. The Developer hereby indemnify and keep indemnified the Owner against all losses, compensations, damages, costs, charges, expenses, liabilities etc. that will be incurred or suffered by the Owner on account of arising out of any breach of any of these terms or any laws including Labour Laws, Rules or

Regulations or due to accident or any mishap during construction or due to any claim made by any Third Party in respect of such construction or otherwise however.

ARTICLE - IV MISCELLANEOUS

- 4.1. The Owner will join as the Party in any Agreement where the Developer may enter any Agreement with the Purchaser/
 Purchasers in respect of any Unit/Flats along with common facilities of the Developer's Allocation in the Building, but the Owner need not sign the Memo of Consideration part thereof. Similarly, if required by the Owners, the Developer will join as Confirming Party in respect of any Agreement of Owner's Allocation in the proposed Building.
- 4.2. Upon completion of the development work and after delivery of possession of Owner's Allocation the Owner will make and execute in favour of the Developer or his nominee/s proper conveyances of undivided proportionate share of the land or such other Deeds in arising as the Developer may deem necessary for assuring or perfecting the title of the Developer or its nominees proper Conveyances or such other Deeds in writing at the cost of the Developer or its nominees as the Developer may deem necessary for assuring or perfecting the title of the Developer or its nominee/s appertaining to the land in respect of the Developer's Allocation in the Building constructed at the said premises.
- 4.3. If the Owner after accepting the possession of Owner's Allocation from the Developer fail and/or neglect to execute

and register the Sale Deeds then the Developer will have all rights to get the Sale Deeds executed and registered through proper Court of Law. In addition all the expenses for the above mentioned procedure is to be borne by the developer or respective purchaser of different unit.

- 4.4. It is agreed by both the Parties that the Owner shall have all rights to inspect the day to day progress of the construction of the Building and his suggestions should be regarded by the Developer and their Engineer with regard to the construction.
- 4.5. The Parties have entered into this Agreement purely on a Principal Basis and nothing stated herein shall be deemed to be or constituted as Partnership between the Owner and the Developer nor shall the Owner and the Developer in any manner, constitute as Association of the persons. Each Party shall keep the other Party indemnified from and against the same.
- 4.6. The developer shall submit completion certificate from the KMC Authority before delivery of the owners' allocation to the owner positively.

ARTICLE - V FORCE MAJURE

5.1. The Developer shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations is prevented by the existence of the FORCE MAJEURE.

5.2. FORCE MAJEURE:-

Shall mean flood, earth quake, riot, war, storm, tempest, civil commotion.

ARTICLE-VI

JURISDICTION

6.1. Only the Court within the Ordinary Original Civil Jurisdiction have jurisdiction to try, entertain and determine all proceedings arising out of this Agreement and/or Development Agreement, including the Arbitration Proceedings etc. will be at Kolkata Jurisdiction.

DEVELOPMENT POWER OF ATTORNEY

NOW KNOW BY THESE PRESEENTS that I, the above named owner/Principal do hereby nominate, constitute and appoint M/S. LOKENATH CONSTRUCTION, a Partnership firm having its Registered Office at 408, Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, in the state of West Bengal, represented by its Partners viz. M/S. LOKENATH CONSTRUCTION. PAN - AAHFL1353J, a Partnership firm having its Registered Office at 408, Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, in the state of West Bengal, represented by its Partners viz. 1) SRI BAPI PATRA, PAN - AWGPP4376E, Aadhaar No. 2574 1346 3258, son of late Madhu Patra, by faith Hindu, by occupation Business, by Nationality Indian, residing at 89/40, Ramchandrapur, P.O. R.C. Thakurani, P.S. Haridevpur, Kolkata 700 104, District South 24 Parganas, in the state of West Bengal, 2) SRI AVIJIT GHOSH, PAN – BFFPG3844D, Aadhaar No. 5919 2371 8640, son of Anup Ghosh, by faith Hindu, by occupation Business, by Nationality Indian, residing at 408, Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, 3) SMT. ESHITA MALLICK, PAN - CZZPM0066J, Aadhaar

No. 9665 5864 4088, wife of Sri Arunava Roy Chowdhury, daughter of Kartick Chandra Mallick, by faith Hindu, by occupation Business, by Nationality Indian, residing at 1062C, Ostad Amir Khan Sarani, P.O. & P.S. Haridevpur, Kolkata 700 082, District South 24 Parganas, as my true and lawful constituted Attorney for me in my names and on my behalf to do or cause to be done all acts, deeds, matters and things whatsoever in all matters concerning development my said property, inter alia, as set forth herein below:-

- To look after, manage, supervise and do all and every matters and things necessary or in any manner connected with or having reference to the said property belonging to me in my names and on my behalf.
- 2) To represent me and to appear on me behalf in all Original, Appellate, Civil and Criminal Court/s, Revenue Office/s, in the Collectorate's Offices, Revisional Settlement Offices, Settlement Offices, Kolkata Municipal Corporation, Police Stations, and Tribunals and other Offices within Union of India and to do on my behalf all necessary works which requires to be done by me in respect of the said property or any part thereof.
- 3) To sign and verify all Plaints or Written Statements, Written Objections and to sign and affirm Petition or Petitions, Memorandum of Appeals Petitions and Applications of all kinds and to file them in any Court/Courts or Office/Offices and to swear Affidavit/ Declaration etc. and to compromise, dispose off, withdraw of suits, matters, cases or proceedings, if necessary, in respect of my said property and to pay and deposit all rates, taxes, maintenance charges etc. to the

concerned authority which is now due and become payable by me from time to time in my name and on my behalf.

- 4) To accept service of all notices, summons and papers and documents, Orders or Writs, if any, from Settlement Offices, Revenue Offices, K.M.C. and all other Offices and Courts within Union of India for the mutation and getting the sanction plan and to institute and to defend all cases and to prefer Appeals upto the Highest Tribunals and Courts and to do all such acts, deeds and things relating to the management, protection and preservation of the aforesaid property and my interest therein.
- Municipality, Telephones and other appropriate authority or authorities the connection of electricity, water supply, sewerage, drainage, telephone and other connection or utility at the said property, either temporary or permanent and / or to make alteration therein and to close down and / or disconnect the same and for that to sign, execute and submit all papers, applications, documents and plan and to do all other acts, deeds and things as may be found deem, fit and proper by the said attorney.
- 6) To sign in the building plan or plans, revised plan if necessary on my behalf and to submit the same before the KMC and also to sign in the KMC declarations, KMC affidavit, KMC gift if necessary by attending before the Registration Offices.
- To construct building upon the said land as per sanction building plan by appointing labour, mesons, machine and also to appoint contractor or contractors for completion of newly

multi flat building upon the said land and obtained Completion Certificate if necessary from the competent Authority

- 8) To negotiate and to enter into any agreement for sale, sale deed, deed of conveyance in favour of any intending purchaser or purchasers in respect of developer's allocation as per the Development Agreement i.e. remaining portion after handing over the Owner's Allocation together with proportionate share of land and common facilities.
- 9) To take booking amount, earnest money, full and final consideration amount towards sale of developer's allocation i.e. remaining portion after handing over the Owner's Allocation togetherwith proportionate share of land and common facilities as mentioned said development agreement from the intending purchaser or purchasers and use the said amount as it think fit and proper.
- To represent me before the Registration Offices and to sign in agreement for sale, deed of conveyance, deed of sale by attending before the Registration Offices and put necessary sign in the documents on my behalf in respect of developer's allocations as per the agreement.
- 11) To submit and show all the documents before any Financial Institution on our behalf for disposal of flat and other spaces in respect of developer's allocation as per the development agreement.

12) To file or cause to be filed any suit, application, complain case Civil & Criminal Cases on our behalf to protect my interest in respect of the said land or of the said building to be constructed on the said land and sign plaint, verification and Affidavit on my behalf.

AND GENERALLY to do execute and perform any other act or acts, deed or deeds, matter or things whatsoever which in the opinion of my said Attorney ought to be done execute and performed in relation to the said property standing in my name or my concern, engagements or affairs ancillary and incidental thereto as fully and effectually as I could do the same if I personally present.

AND I do hereby agree and undertake to ratify and confirm all and whatsoever my said Attorney under the power in that behalf hereinbefore contained, shall lawfully and bonafide do, execute or perform in exercise of the power, authorities and liberties hereby conferred upon under and by virtue of this Power of Attorney.

THE SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT piece and parcel of Bastu Land measuring 04 Cottahs together with 600 Square Feet asbestos shed pucca structure (cemented floor) standing thereon lying and situated at Mouza-Haridevpur, Pargana Khaspur, J.L. No.25, R.S. No. 35, Touzi No. 3458, comprised in R.S. & L.R. Dag No. 432, Khatian No. 555 under Khatian No. 556, L.R. Khatian No. 5547, within the limits of the Kolkata

Municipal Corporation being KMC Premises No. 408, Mahatma Gandhi Road, vide Assessee No. 411220704055, KMC Ward No. 122, P.S. Thakurpukur now Haridevpur, Kolkata 700 082, the said property is butted and bounded as follows:-

ON THE NORTH: 8 Feet Wide KMC Road.
ON THE SOUTH: 14 Feet Wide KMC Road.
ON THE EAST: 14 Feet Wide KMC Road.

ON THE WEST : Premises No. 1139, M.G.

Road, Nonamath, Kolkata 700 082.

THE SCHEDULE "B" ABOVE REFERRED TO:

(Owner's Allocation)

The Owner shall get – five numbers of self contained residential flats, which comes, one flat, north-eastern side of the ground floor, one flat, north-east-western side of the first floor, one flat, on the north-eastern side of the second floor, one flat, north-eastern side of the third floor and another one flat, south-north-western side of the third floor, one shop room, measuring 100 square feet, south-eastern side of the ground floor and a car parking, measuring about 120 square feet, south-eastern side of the ground floor of the newly constructed building to be sanctioned by KMC together with proportionate share of land and common facilities.

THE SCHEDULE "C" ABOVE REFERRED TO:

(Developer Allocation)

Developer shall get – remaining constructed area after handing over the owner allocation of the building together with proportionate share of land and common area, facilities and amenities including the open spaces of the premises.

THE SCHEDULE "D" ABOVE REFERRED TO:

(Common areas, common parts, facilities and amenities)

- 1) Land under the building and side spaces.
- Outer walls of the main building.
- Columns of the main building.
- Surface drains, sewerage/drainage.
- 5) Boundary walls.
- Septic tank.
- Water reservoirs, both underground and overhead and main pipe line except those are inside any unit.
- Passage/side common space.
- Main entrance of the building and premises.
- Electric motor-cum-electric pump room.
- 11) Stairs, staircase, stair landing and roof of the building.
- 12) Electric wiring and lights in the staircase, landing and main entrances.

THE SCHEDULE "E" ABOVE REFERRED TO: ([OB SPECIFICATION)

FOUNDATION: The building is designed on R.C.C. Footing and Frame as per Design.

WALLS: All the external walls shall be 200mm thick brick wall with cement plaster.

All internal Partition walls shall be 75mm thick Brick walls with both side cement plaster.

DOOR & WINDOW FITTINGS: All the door fittings such as Flash Door, Hasbolt (only Main Door) with Handles, fixed with wooden frame. All window fittings such will be of M.S. and Aluminum sliding.

FLOORING: All the Flooring shall be provided with Marble (White) of 2' X 2' size and Skirting in 100mm. High and toilet shall have 6'-0" High Glazed Digital Tiles (Colour Printed) toilet. Kitchen will have 21 ½' High glazed digital tiles over the table window label of 6 X 18" black stone top and also a steel sink will be fixed. The stairs and stair case will be finished with Marble.

INTERNAL FINISHED TO WALLS: All interior walls, ceilings of rooms, verandah, kitchen-cum-dining and toilet, shall be finished in Plaster of Paris and the Door shutter will be one coat primer.

SANITARY & PLUMBING: All the internal Horizental Soil and Waste Pipes shall be of 60mm, and 100mm P.V.C. Pipes joint in cement. All the vertical soil, vent and waste water pipes shall be in 50mm to 100mm Dia P.V.C. pipes joined with Cement Mortar and exposed to walls. All the Rain water pipes shall be 100 mm dia in good quality of P.V.C. pipes.

All the outside water supply pipes shall be within (Oriplast) or equivalent/Concealed to walls and the Toilet and Kitchen water line will be of P.V.C. pipe fitted. All the Toilets will be fitted with white commode with Low-Down P.V.C. Cistern. 1 Nos.16" X 20" white wash basin, shower with cold & hot water provisions, with mixture bath room fittings such as stop cock, bib-cock, pillar cock etc. will be in C.P. Brush.

ELECTRIFICATION: All the internal wiring shall be concealed in Plaything conduct, all wires shall be of copper, all switch Boards of M.S. Flush with walls with "Acrylic" cover and all switches of Prity Brand.

All bed rooms shall be provided with 3 nos. light points plus 1 no. fan point and 1 no.5 amp. Plug point.

Dining space shall be provided with 3 nos. light point + 1 no.5 amp. Plug point. In the Toilet there will be one light point and 1 nos. Gizzer Point, one exhaust point.

The verandah shall be provided with 1 No. light point one no. plug point each. Kitchen – one light point, 1-15 Amp socket, exhaust fan point

WATER SUPPLY: Each Flat will be provided with Water supply line P.V.C. from common Overhead Water tank, Overhead Tank shall be filled up by water from the underground of K.M.C. Water only through pump line for all the flats.

GENERAL all the internal approach road shall be of cement concreted (Jhama). Brick Boundary wall upto a Height 5' with Both Side Plaster. Each flat shall have separate electric meter and the cost will be borne by all the flat holder/purchasers individually.

Any addition and alteration in the flat shall be subject to approval of the Architect and the requisite cost shall be borne by the owner in advance.

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

GRN:

192019200201663641

Payment Mode

Online Payment

GRN Date: 02/03/2020 12:15:44

Bank:

AXIS Bank

BRN:

310360151

BRN Date: 02/03/2020 12:16:29

DEPOSITOR'S DETAILS

ld No.: 16020000312838/3/2020

[Query No./Duery Year]

Name:

rajesh dutta

Contact No. :

Mobile No.: +91 9831703959

E-mail:

Address:

alipore

Applicant Name:

Mr S DAS

Office Name:

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
19	16020000312838/3/2020	Property Registration Stamp duty	0030-02-103-003-02	5071
2	16020000312838/3/2020	Property Registration-Registration Fees	0030-03-104-001-16	1060

Total

6131

In Words:

Rupees Six Thousand One Hundred Thiny One only

आयकर विमाम

ENCOMETAX DEPARTMENT

GOURANGA CHOSH

08/08/1962

BAZPG6484L

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Signature

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Ted Plane, Supplier Chambers,
Name Bases: Telephana Exchange,
Banes: Pane 411 045

Tel: 46-30-2726 5030, 7 inc 46-30-2721 8004 e-mail: tumnfoy/to-di-co-ar





Government of India



অনুগ কুমায় (ঘাৰ Anup Kumar Ghosh দিনা : গৌরার্ম মোৰ

Father: GOURANGA GHOSH THE TIME Year of Side: 1962

कृष्ट्य / Maie



5026 9243 9004

আধার – সাধারণ মানুবের অধিকার



कारता दिन्द्र महिल्य ग्राधिकतन Unique Identification Authority of India

Address. ১১৩০-১, মহালা সাদী জোচ, বাজেলা, MAHATMA GANDHI হামিদেবপুর, হারদেবপুর, মাজন মন্ত পরবার, সন্ধিনবাস, সমেরের South Twenty Four Parganess, South Twenty Four Parganes, West Bengal, 700082

5026 9243 9004







Major Information of the Deed

Deed No : I-1602-02107/2020		Date of Registration 02/03/2020				
Query No / Year	1602-0000312838/2020	Office where deed is registered				
Query Date	18/02/2020 4:37:35 PM	D.S.RI I SOUTH 24-P South 24-Parganas	ARGANAS, District:			
Applicant Name, Address & Other Details	S DAS ALIPORE, Thana: Alipore, District Mobile No.: 8240369134, Status		BENGAL, PIN - 700027,			
Transaction		Additional Transaction				
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs: 1/-], [4305] Other than Immovab Property, Declaration [No of Declaration: 2], [4311] Other than Immovable Property, Receip [Rs: 1,00,000/-]				
Set Forth value		Market Value				
		Rs. 60,50,001/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 10,071/- (Article:48(g))		Rs. 1,060/- (Article:E, E, E, B, M(b), H)				
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urbar			

Land Details:

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone: (Kabar Danga More -- Karunamoyee Ghat Road (Premises located NOT on M.G.Road)), , Premises No: 408, , Ward No: 122 Pin Code: 700082

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		4 Katha			Width of Approach Road: 14 Ft.,
	Grand	Total:			6.6Dec	0 /-	56,00,001 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	600 Sq Ft.	0/-	4,50,000/-	Structure Type: Structure
•					
	Gr. Floor, Area of flo Pucca, Extent of Co			mented Floor, Ag	e of Structure: 0Year, Roof Type



Land Lord Details:

No	Name,Address,Photo,Finger print and Signature								
1	Name	Photo	Finger Print	Signature					
	Mr ANUP GHOSH (Presentant) Son of Late GORANGA GHOSH Executed by: Self, Date of Execution: 02/03/2020 , Admitted by: Self, Date of Admission: 02/03/2020 ,Place : Office			Phup Jhosh					
		02/03/2020	02/03/2020	02/03/2020					
	1139/1, MAHATMA GANDHI ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24 Parganas, West Bengal, India, PIN - 700082 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: BAZPG6484L, Aadhaar No: 50xxxxxxxxx9004, Status: Individual, Executed by: Self, Date of Execution: 02/03/2020, Admitted by: Self, Date of Admission: 02/03/2020, Place: Office								

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
-	LOKENATH CONSTRUCTION 408, M G ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082, PAN No.:: AAHFL1353J, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

ı	Name	Photo	Finger Print	Signature
10 00 00	Mr BAPI PATRA Son of Late MADHU PATRA Date of Execution - 02/03/2020, Admitted by: Self, Date of Admission: 02/03/2020, Place of Admission of Execution: Office	人		Bapi Patra
ľ	nemessaris energy energy	Mar 2 2020 1 25 M	LTI 02/03/2020	02/03/2920

Name Photo Finger Print Signature Mr AVIJIT GHOSH Son of Mr ANUP GHOSH Date of Execution 02/03/2020, Admitted by: Self, Date of Admission: 02/03/2020, Place of Admission of Execution: Office Mar 2 2020 1:42PM LTI 02/03/2020

408, MAHATMA GANDHI ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFFPG3844D, Aadhaar No: 59xxxxxxxx8640 Status: Representative, Representative of: LOKENATH CONSTRUCTION (as PARTNER)

Name		Photo	Finger Print	Signature
Smt ESHITA MALL Wife of ARUNAVA RO CHOWDHURY Date of Execution - 02/03/2020, Admitt Self, Date of Admission 02/03/2020, Place of Admission of Execution	ed by:			Esta Mallich
		Mar 2 2020 1:43PM	LTI 02/03/2020	02/03/2020

1062C, OSTAD AMIR KHAN SARANI, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CZZPM0066J, Aadhaar No: 96xxxxxxxx4088 Status: Representative, Representative of: LOKENATH CONSTRUCTION (as PARTNER)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr SANJU DAS Son of Mr HARU DAS SODEPUR K K ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082	(3)		Somij - Dm
5	02/03/2020	02/03/2020	02/03/2020

Trans	fer of property for L1					
SI.No	From	To. with area (Name-Area)				
1	Mr ANUP GHOSH	LOKENATH CONSTRUCTION-6.6 Dec				
Trans	fer of property for S1					
SI.No	From	To. with area (Name-Area)				
1	Mr ANUP GHOSH LOKENATH CONSTRUCTION-600.00000000 Sq Ft					

On 02-03-2020

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.

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

Presented for registration at 13:31 hrs on 02-03-2020, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr ANUP GHOSH Executant.

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 60.50.001/-

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

Execution is admitted on 02/03/2020 by Mr ANUP GHOSH, Son of Late GORANGA GHOSH, 1139/1, MAHATMA GANDHI ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Retired Person

Indetified by Mr SANJU DAS, , , Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Business

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

Execution is admitted on 02-03-2020 by Mr BAPI PATRA, PARTNER, LOKENATH CONSTRUCTION, 408, M G ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082

Indetified by Mr SANJU DAS, , , Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Business

Execution is admitted on 02-03-2020 by Mr AVIJIT GHOSH, PARTNER, LOKENATH CONSTRUCTION, 408, M G ROAD, P.O:- HARIDEVPUR, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082

Indetified by Mr SANJU DAS, . , Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Business

Execution is admitted on 02-03-2020 by Smt ESHITA MALLICK, PARTNER, LOKENATH CONSTRUCTION, 408, M G ROAD, P.O.- HARIDEVPUR, P.S.- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082

Indetified by Mr SANJU DAS, , , Son of Mr HARU DAS, SODEPUR K K ROAD, P.O: HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,060/- (B = Rs 1,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,060/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/03/2020 12:16PM with Govt. Ref. No: 192019200201663641 on 02-03-2020, Amount Rs: 1,060/-, Bank:

AXIS Bank (UTIB0000005), Ref. No. 310360151 on 02-03-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 17487, Amount: Rs.5,000/-, Date of Purchase: 28/02/2020, Vendor name: S Das Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/03/2020 12:16PM with Govt. Ref. No: 192019200201663641 on 02-03-2020, Amount Rs: 5,071/-, Bank: AXIS Bank (UTIB00000005), Ref. No. 310360151 on 02-03-2020, Head of Account 0030-02-103-003-02

91-A

Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1602-2020, Page from 85977 to 86022
being No 160202107 for the year 2020.



&-a

Digitally signed by SAMAR KUMAR PRAMANICK

Date: 2020.03.12 13:13:59 +05:30 Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2020/03/12 01:13:59 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
PHOTO	right hand					
				1 30		

Name A

Signature.....



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name. Signature Eshita Mallick.



,	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....

Signature Bapi Patra

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
РНОТО	right hand					

Name.....

Signature.....

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		1	1	M	

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left hand	Sec. 1017.				
right hand					

Name....

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left hand					
right hand		2			

Name.....

Signature Avish Canalh.

IN WITNESSETH WHEREOF the PARTIES herein put their respective sign and seal on the day month and year first above written.

SIGNED, SEALED & DELIVEREED

in presence of WITNESSES:

1) Amm Lopelossery
66, J.M. 4. Int,
Vol-82.

Anup Thosh

SIGNATURE OF THE OWNER

M/s. Lokenath Construction

2) Sony Do Aritingholm.
Soft or oaks

Solep- or KK Room KN-82 M/s. Lokenath Construction

M/s. Lokenath Construction

Bapi Partra Estita Mallich.

Partner

SIGNATURE OF THE DEVELOPER

Drafted by;

Advocate

Advocate

Alipore Judges' Court,

Kolkata - 700 027.

Computer typed by:

Alipore Judges' Court,
Kolkata – 700 027.

MEMO OF CONSIDERATION

RECEIVED by the within named owner from the within named developer a sum of Rs.1,00,000/- (Rupees One Lakh) only as part of non-refundable amount in the following manner:-

By cosh

1000001

1,00000

(Rupees One Lakh only)

WITNESSES:-

1. Ammologehostery 66, 5 Mb, Imil, 1401-82

Anup ghosh

SIGNATURE OF THE OWNER

2. 50mg . Do