

1075/19

I-1022/19



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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

564802

10750A
31/1/19
27242



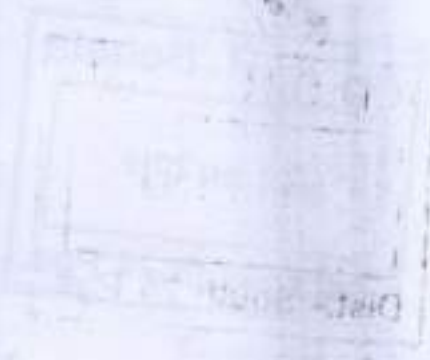
Addl. District Sub-Registrar
Behala, South 24 Parganas

31 JAN 2019

DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT WITH POWER OF

ATTORNEY is made on this the 31st day of January Two Thousand and Nineteen (2019) A. D. BETWEEN



38109

30 JAN 2019

No.....Rs.-**500/-**- Date.....

Name:.....*Arun K R Konji*.....

Address:.....

Vendor:.....*Subhankar Das*.....
Alipur Collectorate, 24 Pgs. (SL)

Advocate
Alipur Police Court
Kolkata - 27

SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

38109 = 500/-



(Signature)
A.D.S.R. Behala
31 JAN 2019
Dist.- South 24 Pgs.

Subhankar Das
270 Bekehari Chasol
Calcutta. 2000
RS- Hazidarpur. Kol-106.

Major Information of the Deed

Deed No :	I-1607-01022/2019	Date of Registration	31/01/2019
Query No / Year	1607-0000027242/2019	Office where deed is registered	
Query Date	07/01/2019 11:40:14 AM	A.D.S.R. BEHALA, District South 24-Parganas	
Applicant Name, Address & Other Details	Arun Kumar Karji Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433207235. Status Advocate		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,88,50,796/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,070/- (Article:48(g))	Rs. 28/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (J.L. Sarani – Kabar Danga More (Premises Located on M.G Road)) , Premises No: 290/2, , Ward No: 142 Pin Code : 700104

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		10 Katha 4 Chatak	1/-	1,84,00,796/-	Property is on Road
Grand Total :					16.9125Dec	1 /-	184,00,796 /-	



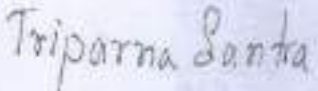


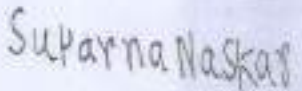
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	800 Sq Ft.	1/-	4,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		800 sq ft	1 /-	4,50,000 /-	

Major Information of the Deed :- I-1607-01022/2019-31/01/2019



Principal Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	TRIPARNA SANTRA (Presentant) Wife of Anup Santra Executed by: Self, Date of Execution: 31/01/2019 , Admitted by: Self, Date of Admission: 31/01/2019 ,Place : Office			
	31/01/2019	LTI 31/01/2019	31/01/2019	
Ramchandra Pur, P.O:- R C Thakurani, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Sex: Female, By Caste: Christian, Occupation: Service, Citizen of: India, PAN No.:: DIJPS6737L, Status :Individual, Executed by: Self, Date of Execution: 31/01/2019 , Admitted by: Self, Date of Admission: 31/01/2019 ,Place : Office				
2	Name	Photo	Fingerprint	Signature
	SUPARNA JATAN NASKAR, (Alias: SUPARNA NASKAR) Wife of Mr JATAN NASKAR Executed by: Self, Date of Execution: 31/01/2019 , Admitted by: Self, Date of Admission: 31/01/2019 ,Place : Office			
	31/01/2019	LTI 31/01/2019	31/01/2019	
RAMCHANDRAPUR, P.O:- R C Thakurani, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Sex: Female, By Caste: Christian, Occupation: House wife, Citizen of: India, PAN No.:: AFBPN4313H, Status :Individual, Executed by: Self, Date of Execution: 31/01/2019 , Admitted by: Self, Date of Admission: 31/01/2019 ,Place : Office				

Attorney Details :


Sl No	Name,Address,Photo,Finger print and Signature			
1	Ms F.M ENTERPRISE 94 M.G Road, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 , PAN No.:: ADSPD7289D, Status :Organization, Executed by: Representative			

Major Information of the Deed :- I-1607-01022/2019-31/01/2019

Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Tapan Kumar Das Son of Late Chinta Haran Das Date of Execution - 31/01/2019, , Admitted by: Self, Date of Admission: 31/01/2019, Place of Admission of Execution: Office			
		Jan 31 2019 11:06AM	LT 31/01/2019	31/01/2019
94 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.:: ADSPD7289D Status : Representative, Representative of : Ms F.M ENTERPRISE (as Proprietor)				

Identifier Details :

Name & address	
Mr Soumen Ghosal Son of Mr Dukhahari Ghosal Dulalpur, P.O:- Joka, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of TRIPARNA SANTRA, Tapan Kumar Das, SUPARNA JATAN NASKAR	
	31/01/2019

Endorsement For Deed Number : I - 160701022 / 2019

Major Information of the Deed :- I-1607-01022/2019-31/01/2019

On 07-01-2019

Certificate of Market Value(WE PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,88,50,796/-



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

On 31-01-2019

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 10:50 hrs on 31-01-2019, at the Office of the A.D.S.R. BEHALA by TRIPARNA SANTRA, one of the Executants.

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

Execution is admitted on 31/01/2019 by 1. TRIPARNA SANTRA, Wife of Anup Santra, Ramchandra Pur, P.O: R C Thakurani, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Christian, by Profession Service, 2 SUPARNA JATAN NASKAR, Alias SUPARNA NASKAR, Wife of Mr JATAN NASKAR, RAMCHANDRAPUR, P.O: R C Thakurani, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Christian, by Profession House wife

Identified by Mr Soumen Ghosal, , Son of Mr Dukhahari Ghosal, Dulalpur, P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Business

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

Execution is admitted on 31-01-2019 by Tapan Kumar Das, Proprietor, Ms F.M ENTERPRISE (Sole Proprietorship), 94 M.G Road, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082

Identified by Mr Soumen Ghosal, , Son of Mr Dukhahari Ghosal, Dulalpur, P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Business

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/01/2019 3:38PM with Govt. Ref. No: 192018190336779861 on 30-01-2019, Amount Rs: 28/-, Bank: United Bank (UTBI00CH175), Ref. No. 13286325 on 30-01-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1607-01022/2019-31/01/2019

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,070/- and Stamp Duty paid by Stamp Rs 500/- by online = Rs 39,570/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 564802, Amount: Rs.500/-, Date of Purchase: 30/01/2019, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/01/2019 3:38PM with Govt. Ref. No: 192018190336779861 on 30-01-2019, Amount Rs: 39,570/-, Bank: United Bank (UTBI00CH175), Ref. No. 13286325 on 30-01-2019, Head of Account 0030-02-103-003-02



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

Major Information of the Deed :- I-1607-01022/2019-31/01/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2019, Page from 31462 to 31518
being No 160701022 for the year 2019.



Sandip Biswas

Digitally signed by SANDIP BISWAS
Date: 2019.02.01 13:57:44 +05:30
Reason: Digital Signing of Deed.

(Sandip Biswas) 01/02/2019 13:57:18
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

1. SMT. TRIPARNA SANTRA (PAN DJPS6737J) (Mobile No. 9874763855) wife of Sri Anup Santra, by Faith Christian, by Occupation Service, by Nationality Indian, residing at Ramchandrapur, P. O. R. C. Thakurani, Police Station previously Thakurpukur now Haridevpur, Kolkata 700104, District South 24-Parganas, 2. SMT. SUPARNA NASKAR (PAN AFBPN4313H) (Mobile No. 9833553847) wife of Sri Jatan Kumar Naskar, by Faith Christian, by Occupation Housewife, by Nationality Indian, residing at Ramchandrapur, P. O. R. C. Thakurani, Police Station previously Thakurpukur now Haridevpur, Kolkata 700104, District South 24-Parganas, hereinafter jointly called and referred to as the "LAND OWNERS" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs, legal representatives, executors and assigns) of the ONE PART.

A N D

M/S. F. M. ENTERPRISE a Proprietorship Firm having its Office at 94, Mahatma Gandhi Road, P. O. Haridevpur, Police Station previously Thakurpukur now Haridevpur, Kolkata 700 082, District South 24-Parganas, represented by its sole Proprietor, SRI TAPAN KUMAR DAS (PAN ADSPD7289D) (Mobile No. 9830929971) son of Late Chinta Haran Das, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 94 Mahatma Gandhi Road, P. O. Haridevpur, Police Station previously Thakurpukur now Haridevpur, Kolkata 700 082, District South 24-Parganas, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include the said Firm, its partners, its successors-in-office and/or representatives, executors and assigns) of the OTHER PART.

WHEREAS one Smt. Triparna Santra and Smt. Suparna Naskar, the Owners herein, along with their mother namely Usharani Mahatap at a material point of



A.D.S.R. Behala

~~31 JAN 2019~~

Dist. - South 24 Pgs.

time were lawful and absolute owners in respect of ALL THAT piece and parcel of land measuring 17 Decimals more or less lying and situate in R. S. Dag No. 46 comprised in R. S. Khatian No. 399 of Mouza Ramchandrapur, J. L. No. 31, R. S. No. 334, Touzi No. 416B/1, Pargana Magura, A. D. S. R. Office at Behala, previously under Joka -I, Gram Panchayat, now under Ward No. 142 of the Kolkata Municipal Corporation, Police Station previously Thakurpukur now Haridevpur, District South 24-Parganas.

AND WHEREAS while enjoying the aforesaid property peacefully and jointly said Usharani Mahatap, Smt. Triparna Santra and Smt. Suparna Naskar for easy enjoyment got their property amicably partitioned through a registered deed of Partition. The said deed of Partition was registered before the District Sub Registrar at Alipore and recorded therein Book No. I Volume No. 12 Pages 165 to 171 being No. 697 for the year 2001 and accordingly all that plot measuring about 3 Cottahas 1 Chittack 34 Sq. Ft. which was marked as plot "B" was allotted to Smt. Triparna Santra and rest 6 Cottahas 3 Chittack was allotted jointly to Usharani Mahatap and Smt. Suparna Naskar, which was marked as Plot "A" in the said deed of partition, after keeping some spaces for private passages measuring about 6 ft.

AND WHEREAS subsequently on the death of Usharani Mahatap her above named two daughters namely Smt. Triparna Santra and Smt. Suparna Naskar, became joint Owners in respect of her share in the said property. Thus the said Smt. Triparna Santra and Smt. Suparna Naskar again became joint Owners in respect of the property described in Plot "A" hereinbefore.

AND WHEREAS while thus seized and possessed and sufficiently entitled to the name of Smt. Triparna Santra was recorded in respect of ALL THAT plot of land measuring about 9 Decimals in L. R. settlement under L. R. Dag No. 59 under L. R. Khatian No. 484, and the same of Smt. Suparna Naskar was recorded in respect

of all that plot of land measuring about 8 Decimals in L. R. settlement under L. R. Dag No. 59 under L. R. Khatian No. 1382.

AND WHEREAS thus the said **Smt. Triparna Santra** and **Smt. Suparna Naskar** became joint Owners in respect of ALL THAT plot of land totally measuring about 17 Decimals lying and situated R. S. Dag No. 46, L. R. Dag No. 59, R. S. Khatian No. 399 L. R. Khatian Nos. 484, 1382, at Mouza Ramchandrapur, J. L. No. 31, R. S. No. 334, Touzi No. 416B/1, Pargana -Magura, A. D. S. R. Office at Behala previously under Joka -I, Gram Panchayat, now under Ward No. 142 of the Kolkata Municipal Corporation, Police Station previously Thakurpukur now Haridevpur, District South 24-Parganas which is free from all encumbrances and attachments, lien lispendences, requisition and acquisition by paying rents and taxes to the authorities concerned and they have got absolute right, title and interest over the said property or properties described hereunder in the SCHEDULE "A" property.

AND WHEREAS the Owners/First Party are desirous to develop the said property in the form of G+4 storied Residential-cum-Commercial building or otherwise commercially exploit the said property but due to financial stringencies and lack of experience the Owners herein have approached the Second Party/Developer to construct the proposed building(s) in accordance with the building plan to be approved and/ or sanctioned by the concerned authority AND the Second Party herein after hearing all statements of the Owners, has been agreed to develop the said property by constructing building on and over the above said plot of land at the cost and expenses of the Second Party/Developer herein, and thereafter on 28/05/2014 the Owners herein and the Developer herein, were entered into a Registered Development Agreement with General Power of Attorney, which was duly registered in the Office of the A. D. S. R. Office at Behala and recorded in Book No. I, CD Volume No. 14, pages 3396 to 3428, Being No. 04441 for the year 2014, with certain terms and conditions which were specifically mentioned therein.

AND WHEREAS in the meanwhile on 13/10/2015, the Owners herein have purchased one adjacent plot of land measuring 14 Chittaks more or less lying or situate at R. S. & L. R. Dag No. 59, appertaining to R. S. Khatian No. 339, L.R. Khatian Nos. 1436 & 139, of Mouza Ramchandrapur, J. L. No. 31, R. S. No. 334, Touzi No. 416 B/1, under Police Station previously Thakurpukur, now Haridevpur, A. D. S. R. Office at Behala, District South 24-Parganas, within the limits of the Kolkata Municipal Corporation, being Kolkata Municipal Premises No. **288, Mahatma Gandhi Road**, under Ward No. 142, Kolkata 700104, together with a structure on it by virtue of a registered Deed of Conveyance, which was duly registered in the Office of the A. D. S. R. Office at Behala and recorded in Book No. I, Volume No. 1607-2015, pages from 115221 to 115243, Being No. 160708180 for the year 2015, from **Sri Uplab Mondal**, at a consideration mentioned therein.

AND WHEREAS in course of owning and possessing the same name of **Smt. Triparna Santra** was recorded before the Kolkata Municipal Corporation as Municipal Premises No. **290/3 Mahatma Gandhi Road**, and the name of **Smt. Suparna Naskar** recorded before the Kolkata Municipal Corporation as Municipal Premises No. **290/2 Mahatma Gandhi Road**, Kolkata 700104 under Ward No. 142.

AND WHEREAS thereafter said **Triparna Santra** out of her aforesaid land gifted ALL THAT plot of land measuring about 9 Chittacks more or less lying and situated at, R. S. Dag No. 46 L. R. Dag No. 59 under R. S. Khatian No. 399, L. R. Khatian No. 484, of Mouza Ramchandrapur, J. L. No. 31, R. S. No. 334, Touzi No. 416B/1, Pargana Magura, Police Station previously Thakurpukur now Haridevpur, District Sub-Registration Office at Alipore and A. D. S. R. Office at Behala, being Municipal Premises No. **290/3, Mahatma Gandhi Road**, Kolkata 700104 unto and in favour of her sister **Smt. Suparna Naskar** through a registered deed of Gift,

registered before the A. D. S. R. at Behala and recorded in Book No. I CD Volume No. 1607-2015 Pages 116195 to 116217 being no. 160708178 for the year 2015 and said **Suparna Naskar** out of her aforesaid land gifted ALL THAT plot of land measuring about 8 Chittacks lying and situated R. S. Khatian No. 399, L. R. Khatian No. 1382, R. S. Dag No. 46 L. R. Dag No. 59 of Mouza Ramchandrapur, J. L. No. 31, R. S. No. 334, Touzi No. 416B/1, Pargana Magura, Police Station previously Thakurpukur now Haridevpur, District Sub-Registration Office at Alipore and A. D. S. R. Office at Behala, being Municipal Premises No. **290/2, Mahatma Gandhi Road, Kolkata 700104** to and in favour of her sister **Smt. Triparna Santra** through a registered deed of Gift, registered before the A. D. S. R. Office at Behala and recorded in Book No. I C. D. Volume No. 1607-2015 Pages 115244 to 115266 being No. 160708179 for the year 2015.

AND WHEREAS thus the Owners herein became the Owners of total Bastu land measuring 10 Cottahs 4 Chittaks more or less, lying and situated under R. S. Dag No. 46 L. R. Dag No. 59 comprised R. S. Khatian No. 399, L. R. Khatian No. 484 & 1382 of Mouza Ramchandrapur, J. L. No. 31, R. S. No.- 334, Pargana Magura, Touzi No. 416B/1, Police Station previously Thakurpukur now Haridevpur, District Sub-Registration Office at Alipore and A. D. S. R. Office at Behala, District South 24-Parganas and after amalgamation of the said two premises by Kolkata Municipal Corporation the premises is now known and identified as Municipal Premises No. **290/2, Mahatma Gandhi Road, Kolkata 700104**, under Ward No. 142, having Assessee No. 711420503329, which is free from all encumbrances and attachments, lien lispendences, requisition and acquisition by paying rents and taxes to the authorities concerned and they have got absolute right, title and interest over the above said property or properties, and the said **Smt. Triparna Santra** and **Smt. Suparna Naskar** owners herein are in peaceful khas possession and

enjoyment of the said property without any interruption and attachments whatsoever.

AND WHEREAS during enjoyment of the aforesaid property the Land Owners have decided and expressed their intention and willingness to develop Municipal Premises No. 290/2, Mahatma Gandhi Road, Kolkata 700104 after amalgamation and mutation of the same into one premises by constructing a new G+4 storied building in accordance with the building plan sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS accordingly Smt. Triparna Santra and Smt. Suparna Naskar intimated all that facts to **M/S. F. M. ENTERPRISE**, a proprietorship Firm having its Office at 94 Mahatma Gandhi Road, Police Station previously Thakurpukur now Haridevpur, Kolkata 700082, District South 24-Parganas, represented by sole Proprietor **SRI TAPAN KUMAR DAS** son of Late Chinta Haran Das, by Religion Hindu, by Occupation Business, residing at 94 Mahatma Gandhi Road, P. O. Haridevpur, Police Station previously Thakurpukur now Haridevpur, Kolkata 700082, District South 24-Parganas, with whom they had already entered into an Registered Development Agreement with General Power of Attorney, which was duly registered in the office of the A. D. S. R. at Behala and recorded in Book No. I, CD Volume No. 14, pages 3396 to 3428, Being No. 04441 for the year 2014.

AND WHEREAS the Owners and the Developer were entered into another Development Agreement with General Power of Attorney, which was duly registered on 06/04/2017 in the Office of the A. D. S. R. Office at Behala and recorded in Book No. I, Volume No. 1607-2017, pages 85303 to 85349, Being No. 160702843 for the year 2017 after cancelling previous agreement for Development with Power of Attorney.

AND WHEREAS being aware of such fact and true intention of the Owners, the Developer approached the Land Owners to enter into fresh joint

venture agreement for development of the said premises after cancelling previous agreement for Development with Power of Attorney

AND WHEREAS the Land Owners and the Developer have again discussed the terms and conditions on which the development of the said premises can be undertaken for the purpose of development of the aforesaid properties and for beneficial enjoyment.

AND WHEREAS the Owners and Developers jointly declares that said Registered Development Agreement with General Power of Attorney, which was duly registered in the Office of the A. D. S. R. Office at Behala and recorded in Book No. I, Volume No. 1607-2017, pages 85303 to 85349, Being No. 160702843 for the year 2017 on execution of this agreement stands cancelled. Part of Owner's allocation i.e., Cash of Rs. 2,00,000/- (Rupees Two Lakh) only, which was nonadjustable and nonrefundable, which Land Owners have already acknowledged at the time of execution of previous agreement and they do not have any claim against each other against the same.

AND WHEREAS it is agreed between the parties that the Developer shall construct a G+4 storied building at their own arrangement, cost and expenses as per K. M. C. Rules upon the said premises in accordance with the building plan being which was already sanctioned by the Kolkata Municipal Corporation vide Permit No. 2018160141, dated 06/09/2018 on the terms and conditions mentioned hereunder.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO the following terms and conditions:-

**ARTICLE-I:
DEFINITIONS**

1.1 **LAND OWNERS**:- shall mean (1) **SMT. TRIPARNA SANTRA** wife of Sri Anup Santra, by Faith Christian, by Nationality Indian, by Occupation Service, residing at Ramchandrapur, P. O. R. C. Thakurani, Police Station previously Thakurpukur now Haridevpur, Kolkata 700104 and 2) **SMT. SUPARNA NASKAR** wife of Sri Jatan Kumar Naskar, by Faith Christian, Nationality Indian, by Occupation Housewife, residing at Ramchandrapur, P. O. R. C. Thakurani, Police Station previously Thakurpukur now Haridevpur, Kolkata 700104 and their heirs, executors, administrators, legal representatives and assigns.

1.2 **DEVELOPER**:- Shall mean **M/S. F. M. ENTERPRISE** a Proprietorship Firm having its Office at 94 Mahatma Gandhi Road, P. O. Haridevpur Police Station previously Thakurpukur now Haridevpur, Kolkata 700082, District South 24-Parganas, represented by sole Proprietor **SRI TAPAN KUMAR DAS** son of Late Chinta Haran Das, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 94 Mahatma Gandhi Road, P. O. Haridevpur, Police Station previously Thakurpukur now Haridevpur, Kolkata 700082, District South 24-Parganas and its executors, administrators, legal representatives and assigns.

1.3 **TITLE DEEDS**:- shall mean all the original documents relating to title of the said premises shall be handed over by the Owners to the Developer at the time of execution of this agreement, on tendering receipt of it.

1.4 **PREMISES**:- shall mean ALL THAT bastu land measuring about 10 Cottahas 4 Chittaks more or less, lying and situate in R. S. Dag No. 46 L. R. Dag No. 59, R. S. Khatian No. 399, L. R. Khatian Nos. 484, 1382, 1436, 139, Mouza Ramchandrapur, J. L. No. 31, R. S. No. 334, Touzi No. 416B/1, Pargana Magura, Police Station previously Thakurpukur now Haridevpur, District Sub-Registration Office at Alipore and A. D. S. R. Office at Behala, now under Ward No. 142 of the Kolkata Municipal Premises No. 290/2, Mahatma Gandhi Road, Kolkata 700104, having Assessee No. 711420503329, District South 24-Parganas, together with all

right of easements, common facilities and amenities annexed thereto and/or such other number as to be allotted by the Kolkata Municipal Corporation after amalgamation of the aforesaid premises.

1.5 **BUILDING**: - shall mean a G+4 storied building to be constructed upon the said premises as per the building plan sanctioned by the Kolkata Municipal Corporation vide Permit No. 2018160141, dated 06/09/2018. if in near future for any change of any Rule of civic authority give permission for any further construction in that case the Owners and Developer shall be entitled to enjoy such benefits mutually as per this agreement.

1.6 **OWNERS' ALLOCATION**: - shall mean and has been mentioned in the **SCHEDULE-"B"** hereunder.

1.7 **DEVELOPER'S ALLOCATION**: - Shall mean and has been mentioned in the **SCHEDULE-"C"** hereunder.

1.8 **COMMON FACILITIES & AMENITIES** : Shall include corridors, ways, stair ways, passage way, drive ways, common toilet, roof top, pump space, underground water reservoir, overhead water tank, roof, water pump and motor, lift and lift well and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under or mutually agreed upon by the Owners of units/floors/ flats/car parking spaces/spaces, which has been specifically been mentioned in the **SCHEDULE "D"** hereunder.

1.9 **SALEABLE SPACE**: Shall mean units/floors/flats/car parking spaces/spaces in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.10 **COMMON EXPENSES**: Shall mean and include the purpose of maintaining the said premises and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and

obligations of the Developer, the Owners and their nominees including the intending Purchaser/s and the common use and enjoyment thereof, which has been specifically described in the SCHEDULE- "E" hereunder.

1.11 THE ARCHITECT: Shall mean who would be appointed by the Developer and shall design and plan the building on, the said premises and obtain the required sanction for construction of such building from the appropriate authorities.

1.12 BUILDING PLAN: Shall mean the plan prepared by the Architect for the construction of the building and sanctioned by the Kolkata Municipal Corporation vide Permit No. 2018160141 dated 06/09/2018.

1.13 BUILT UP-AREA : Shall mean and include the covered area of the flat, proportionate share Of external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the plan sanctioned by the Kolkata Municipal Corporation.

1.14 TRANSFEROR: Shall mean the Owners and the Developer who intends to sell the units/floors/flats/car parking spaces/spaces, if any allotted to them respectively, to the intending buyer/buyers together with undivided proportionate share of the land and right to use the common space in G+4 storied building.

1.15 TRANSFeree: Shall mean the person, firm, limited company or an Association or persons to whom units/floors/ flats /car parking spaces/spaces if any in the building has been transferred.

1.16 TRANSFER: Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of units/floors/flats/car parking spaces/spaces of the proposed new G+4 storied building to Purchaser thereof.

1.17 NOTICE :- Shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day from the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties

hereto as well as at the address of accommodation of the Owners during construction period.

1.18 **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.

ARTICLE- II **COMMENCEMENT**

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE- III: **LAND OWNERS' RIGHTS & REPRESENTATIONS**

3.1. The Land Owners are the joint owners and seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring about 10 Cottahs 04 Ghittaks more or less, lying and situate in R. S. Dag No. 46 and L. R. Dag No. 59, R. S. Khatian No. 399, L. R. Khatian Nos. 484, 1382, 1436, 139, Mouza Ramchandrapur, J. L. No. 31, R. S. No. 334, Touzi No. 416B/1, Pargana Magura, Police Station previously Thakurpukur now Haridevpur, District Sub-Registration Office at Alipore and A. D. S. R. Office at Behala, now under Ward No. 142 of the Kolkata Municipal Premises No. 290/2, **Mahatma Gandhi Road**, Kolkata 700104, having Assessee No. 711420503329, District South 24-Parganas together with all right of easements, common facilities and amenities annexed thereto and/or such other number as to be allotted by the Kolkata Municipal Corporation.

3.2 Save and except the Owners, nobody else have any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.

3.3 The said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.

3.4 The Owners have not sold, entered into any agreement for sale, and / or

Development Agreement or any other Agreement in respect of the said premises prior to execution of this agreement.

3.5 The proposed building would be constructed specifically as per building plan vide Permit No. 2018160141 dated 06/09/2018 sanctioned by the Kolkata Municipal Corporation then after demolishing the existing building. The Developer shall have liberty to demolish the existing buildings at its responsibility, cost and expenses.

ARTICLE-IV:
DEVELOPER'S RIGHTS

- 4.1. The Land Owners hereby grant exclusive right to the Developer to develop the said premises mentioned in SCHEDULES "A" hereunder by way of constructing a G+4 storied building thereon in accordance with the building plan sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.
- 4.2. The Land Owners will co-operate regarding acts of applications, plans, other paper and documents as may be required by the Developer for the purpose of obtaining sanction plan from the appropriate authority and the Developer shall bear all cost and expenses for such acts including Architect's Fees.
- 4.3 That the Developer shall pay and bear all expenses towards sanction plan, building material, lawyer, fees and expenses for registration of the agreement for development and all construction charges of the new building and to complete it in all respects at their own costs or at the cost of the intending Purchaser or Purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said premises.
- 4.4 It is made clear that save and except the allocation of the Land Owners in the proposed building as mentioned in SCHEDULE-"B", hereunder, all other units/floors/ flats/car parking spaces/spaces as mentioned in SCHEDULE-"C",

hereunder will be the property of the Developer herein and if the Developer so desires, it can be disposed of by itself to the prospective buyer/s at any consideration or price at the sole discretion of the Developer but only after handing over possession of the Land Owners' allocation to the owners.

- 4.5 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Land Owners of the said premises to the Developer or creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer for the purpose of development of the said premises in terms hereof and to deal with the Developer's Allocation upon the conditions, mentioned in the preceding clause
- 4.6 Both the Land Owners and the Developer shall have right to publish advertisement or hoarding separately at any place or the site to draw the attention of the prospective buyers of the units/floors/ flats / car parking spaces/spaces of the proposed building only for the Land Owners' allocation as specified in the SCHEDULE-"B" and for the Developer's allocation as specified in SCHEDULE "C" hereunder written.
- 4.7 The Developer shall construct the building upon the said premises after demolishing the existing buildings. Fixtures and fittings like doors, door frames, grills shall be taken by the Owner and rest The Developer & Owners shall take all the debris on 50:50 ratio and to sell and use it as per their discretion but any trees if cut down for the purpose of Development always be taken out by the Owners herein only.
- 4.8 The Developer shall bear and pay all municipal taxes, charges and duties payable in respect of said premises from the date of handing over possession by the Land Owners to the Developer till the date of possession of the Land Owners allocation. In addition to above the Developer shall also bear and pay the electricity charges payable in the respect of existing meters at the said premises.

The Developer shall bear and pay all costs and expenses for preparing the plan of the building including architect's fees and all fees; taxes duties payable in connection with the sanction of the building plan, sewerage line, water line, etc. It is mutually agreed all cost & expenses including stamp duty and registration fees payable in connection with the Agreement and Power of Attorney shall be borne by the Developer.

ARTICLE V:
CONSIDERATION

5.1. The Land Owners have agreed to grant exclusive right of development of the said premises to the Developer and in lieu of the land of the said premises; the Developer agrees and/or undertakes handover 45% of F.A.R of the constructed area in the proposed building as per the Owner's allocation as mentioned in this agreement to the Land Owners together with undivided impartible and proportionate share of the land of the said premises including all right of easements common facilities and amenities annexed thereto particularly mentioned in the SCHEDULE "B" hereunder written.

ARTICLE- VI
POSSESSION

6.1. The Land Owners shall make over possession of the said premises as early as possible from the date of sanction of the building Plan. The Developer shall intimate to the Land Owners in writing to obtain sanction of the building plan from the Kolkata Municipal Corporation / appropriate authorities so that the Land Owners can deliver possession within the stipulated period as aforesaid.

ARTICLE-VII:
PROCEDURE

7.1. The Land Owners herewith also grant proper authority to the Developer by giving General Power of Attorney as may be required by the Developer for the

purpose of construction of the proposed building upon the said premises mentioned in the SCHEDULE- "A" hereunder as per plan approved by the Kolkata Municipal Corporation and for development of the said premises through construction and selling out the units/floors/flats/car parking spaces/spaces of its allocation together with undivided share of the land to the intending purchaser/s through Deed of Conveyance/s and Agreement for Sale/s and sign and execute all necessary papers, deeds, documents, plans etc. in respect of Developer's Allocation only and for the purpose of development of the said premises and represent the Land Owners for all purpose in connection with necessary and appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Land Owners in any manner.

- 7.2. Apart from this registered General Power of Attorney granted with this agreement, the Land Owners do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said premises, if necessary time to time.
- 7.3. The Developer shall keep parties copy of the sanctioned Architectural Plan and Structural Plan in his custody for construction of the building but the Developer shall provide the certified copy of the sanction plan of the building to the Owners herein.
- 7.4. The Land Owners have handed over original documents relating to the title of the said premises to the Developer simultaneously on execution of this agreement on tendering receipt by the Developer.
- 7.5. The Developer shall execute and register the Agreement for Sale and Deed of Conveyance in respect of the allocated portion of the Developer mentioned in SCHEDULE "C" hereunder in favour of the intending Purchaser/Nominee to be selected by the Developer, on the basis of the registered Power of Attorney.

ARTICLE- VIII :

DEALINGS OF SPACES IN THE BUILDING

- 8.1. The Developer shall on completion of the building/s handover the Land Owners' allocation before handing over possession of the units/floors/flats/car parking spaces/spaces, to the intending purchaser/purchasers in the proposed building to be selected by the Developer.
- 8.2. The Land Owners will be entitled to transfer or otherwise deal with their allocated units/floors/flats/car parking spaces/spaces in the building in favour of the intending purchaser/s through Agreement for sale and the Deed of Conveyance and if asked for the Developer will sign as confirming party and but the Land Owners shall have no right, title interest and/or authority to deal with Developers Allocation in the proposed building and vice verse.
- 8.3. That saves and except allocation mentioned in the SCHEDULES-"B" & "C" hereunder, the common area, facilities and amenities will be jointly possessed by the Land Owners and the Developer and their heirs and nominees and the Land Owners and the Developer shall have no right to dispose of their share in common portions in any manner whatsoever. The common areas and facilities cannot be encumbered in any way; and it shall remain common to all flat owners and lawful occupants of the Building.
- 8.4. The Developer being the party of the other Part shall be at liberty with exclusive right and authority to negotiate for sale of units/floors/ flats/ car parking spaces together with proportionate share of land being the Developer's Allocation with any prospective buyer/s on or before or in course of the construction work of the said building/s at such consideration and on such terms and conditions as the Developer shall think fit and proper.
- 8.5. The Developer shall be entitled to enter into agreements for sale and Deeds of Conveyance in respect of Developer's allocation on the basis of the registered General Power of Attorney and entitled to sign all necessary documents on behalf

of the Land Owners. However, such dealing shall not in any manner fasten or create any financial and / or legal liability /responsibility upon the Land Owners.

8.6. The Developer shall execute the Agreement for sale/s, Deed of Conveyance/s in favour of the intending Purchaser/s of the Developer's allocation of the building/s and to transfer the undivided proportionate share of the land on behalf of the Land Owners, save and except the Land Owners' allocation, on the strength of the Registered General Power of Attorney. Provided however, the Developer shall not be entitled to deliver possession of the Developer's Allocation and execute and register Deed of Conveyance in favour of the prospective buyers until possession of Land Owners' Allocation is delivered to the Land Owners. The costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

ARTICLE- IX:
BUILDING

9.1 The Developer shall at its own costs construct erect and complete the building entirely including the Land Owners' allocation and Developers' allocation as a whole at the said premises in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the SCHEDULE-"E" hereunder written and as may be recommended by the Architect from time to time.

9.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided they are of high standard & best quality in accordance with the Corporation Building Laws, will be used by the Developer.

9.3 The Developer shall install eject in the said buildings at the Developer's own costs standard new pump set, water storage tanks, overhead reservoirs, electric

wiring fittings and other facilities for the entire building as are required to be provided in a building having self-contained units/floors/ flats/car parking spaces/ spaces and constructed for sale of units/floors/ flats/car parking spaces/spaces herein on Ownership basis and as mutually agreed.

9.4 The Developer shall be authorized in the name of the Land Owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Land Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Land Owners, construct and complete the said proposed buildings in it various units/floors/ flats/car parking spaces/ spaces therein in accordance with the sanction building/s plans.

9.6 All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Land Owners will have no responsibility in this context.

ARTICLE-X: COMMON FACILITIES

10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due and as and from the date of execution of the Development Agreement subject to handing over peaceful khas possession of the premises and deeds and documents of the said premises to the Developer for purpose of promoting and/or developing the proposed building as per sanctioned building plan by the Developer.

10.2. As soon as the building is completed in conformity with the sanctioned plan and all connections with respect to water, sewerage individual electric connections are obtained and after obtaining Completion Certificate/ Occupancy Certificate, the Developer shall give written notice to the Land Owners requiring the Land Owners to take possession of the Land Owners' allocation at the address where the Land Owners are staying during construction of the proposed G+4 storied building. Then after expiry of 30 (thirty) days from the date of service of such notice and at all times thereafter the Land Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Land Owners' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building/s if any are levied on the building as a whole.

10.3. The Land Owners shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building, as per approved plan.

10.4. Both the Developer and Land Owners herein shall enjoy their respective allocations/portions in the said building under their occupation forever with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

ARTICLE-XI:
COMMON RESTRICTION

The Land Owners' allocation in the proposed building shall be subject to the same restrictions and use as are applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building/s which shall include the follows: -

11.1 Neither party shall use or permit to the use of the respective allocation in

the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

11.2 Neither party shall demolish or permit for demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration except minor changes therein without the previous written consent of the other in this behalf.

11.3 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless :-

- a. Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.
- b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all common expenses etc. and whatsoever shall be payable in relation to the area of each of their respective possession.

11.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.

11.5 The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from or, against the consequence of any breach.

11.6 Neither party shall do or cause or permit to be done any act or thing

which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

11.7 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

11.8 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

11.9 Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon the each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XII:
LAND OWNERS' OBLIGATIONS

12.1. The Land Owners hereby agree and covenant with the Developer not to cause any interference or unlawful hindrance in the lawful construction of the said building at the said premises by the Developer as per specification of the sanctioned building plan by the Kolkata Municipal Corporation. If any unreasonable interference or hindrance is caused by the Land Owners or their agents, servants, representatives, causing hindrance or impediment to such construction the Land Owners will be liable for damages.

12.2. The Land Owners hereby covenant with the Developer not to do any act deed

or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building/s at the said premises in favour of the intending buyers of units/floors/ flats/ car parking spaces in the said building/s, if the Developer prior to such date has handed over vacant possession of the Land Owners' Allocation to the Land Owners to the satisfaction of the Land Owners. The Land Owners further give undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.

12.3. The Land Owners hereby agree and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said premises or any portion thereof before the construction is completed.

12.4. The Land Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreements.

12.5. The Land Owners hereto without being influenced or provoked by anybody do hereby categorically state that as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Land Owners hereto, the Land Owners henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney although otherwise mentioned therein and the Developer shall be at liberty to receive any amount from any intended Purchaser/Purchasers in their own names and to appropriate the said sale proceeds of the units/floors/ flats/ car parking spaces/ spaces of the said building/s at its sole discretion in respect of the Developers allocation only without having any attachment and/or share thereon of the Land Owners hereto.

12.6. The Land Owners shall sign and execute all papers and documents towards mutation, and no objection to obtain Certificate from the authority KIT, KMDA and Airport Authority.

12.7. The Land Owners have handed over all the original papers and documents relating to the said premises to the Developer and the Developer has acknowledged the same tendering receipt of it, which the Developer will definitely return on completion of sale of all flats of Developer's allocation.

ARTICLE-XIII:
DEVELOPER'S OBLIGATIONS

13.1 The Developer doth hereby agrees and covenants with the Land Owners to complete the construction of the building within 24 (twenty-four) months either from the date of sanction of the building plan or from the date of handing over possession of the said premises whichever is later. (*time being considered as the essence of this contract*). If the developer fails to start construction within 12 months from the date of this development agreement, in that event Developer has to pay compensation to the tune of Rs. 10,000/- each per month to the Owners starting from 13th month, which will continue till its completion. No such compensation will be paid by the developer to the owners if the construction starts within the stipulated time of 12 months.

13.2. The Developer hereby agrees and covenants with the Land Owners not to do any act deed or things whereby the Land Owners are prevented from enjoying selling assigning and/or disposing of any of the Land Owners' allocations in the building/s at the said premises.

13.2.1 The Developer hereby agrees and covenant with the Land Owners not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties. The Developer is liable to hand over possession of the Land

Owners allocation in favour of the Land Owners first in complete form as per specification in accordance with the plan sanctioned by the Kolkata Municipal Corporation and then the Developer shall hand over possession of the Developer's Allocation to the intending purchaser/s or its nominee/s.

13.2.2 The Land Owners and/or their representatives shall have right to inspect the development work time to time as will be done as per sanction of the building plan sanctioned by the Kolkata Municipal Corporation.

13.3 The Developer hereby agrees and covenants with the Land Owners not to violet or contravenes any of the provisions of rules applicable to the construction of the said building.

13.4 The Developer hereby agrees and covenants with the Land Owners not to part with possession of the Land Owners' allocation or any portion thereof to any third party as agreed upon but the Developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for transfer of any part of its allocated portion in the building to be erected upon the said premises after handing over possession of the Land Owners' allocation in complete form in favour of the Land Owners.

13.5 The Developer shall obtain completion certificate from the Kolkata Municipal Corporation at its cost and expenses and a copy should be forwarded to the Land Owners with notice for delivery of possession of the Land Owners all allocation.

13.6 The Developer shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. Equitable mortgage may be created only out of Developer's Allocation only as mentioned in SCHEDULE-"C" in respect of units/floors/ flats/ car parking spaces/ spaces of the intending Purchaser/s who wants to purchase and/or buy the same from the Developer out of the Developer's Allocation.

13.7 The Developer shall not assign the agreement to any other third party.

13.8 Upon sanction of the building plan, the Developer shall handover certified copy of the sanction plan to the Owners.

13.9. The Developer shall at its supervision; cost and expenses obtained no objection from KTT, Fire Brigade, and KMDA.

13.10. The Developer shall at his cost and expenses arrange shifting of both the Owners and shall arrange suitable alternative accommodation for two land Owners herein separately in 3 Bedrooms flats having all facilities within the vicinity of the area of construction and shall bear the rent or license fee for such shifting till the date of delivery of possession or handing over Owner's allocation satisfactorily.

ARTICLE-XIV:
LAND OWNERS INDEMNITY

14.1. The Land Owners hereby undertake that the Developer shall be entitled to the said construction lawfully and shall enjoy its allocated space which is under Developer's allocation only without any interference or disturbances on the part of the Land Owners provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

ARTICLE- XV:
DEVELOPER'S INDEMNITY

15.1. The Developer hereby undertakes to keep the Land Owners indemnified against all third party claims and actions arising out of the any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building/s and the Developer also fully responsible and liable if the construction falls down due to use of inferiority of the materials and other patent defects thereto.

15.2. The Developer hereby undertakes to keep the Land Owners indemnified

against all actions, suits, costs, proceedings and claims that may arise out of the developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

ARTICLE-XVI:
MISCELLANEOUS

- 16.1. The Land Owners and the Developer have entered into the Agreement purely as a contract on the basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations or persons in between the Land Owners and the Developer.
- 16.2. Immediately after possession of the premises, be given by the Land Owners, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.
- 16.3. The Land Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Land Owners indemnified against all actions suits proceedings costs charges and expenses in respect thereof.
- 16.4. As and from the date of completion of the building and transfer of possession to Land Owners, the Developer and/or its transferees and the Land Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces.
- 16.5. The proposed building to be constructed by the Developer shall be made in accordance with the specifications morefully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written.

16.6. The Developer shall keep this original Development Agreement in his custody including original papers and documents relating to said premises and will return on completion of sale of Developer's allocation.

ARTICLE-XVII:
FORCE MAJEURE

17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

17.2. "Force Majeure" shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, tightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labour, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

ARTICLE- XVIII:
JURISDICTION

19.1. All dispute and differences arising out of this Agreement or in relation to determination of any liability of the parties hereto or to the construction and interpretation of any of the terms herein and the meaning thereof the parties shall have liberty to take recourse of law by instituting Civil and Criminal Proceeding before the Competent Court of Law, where jurisdiction lies.

THE SCHEDULES ABOVE REFERRED TO
SCHEDULE - "A"
(Description of the said premises)

ALL THAT piece and parcel of Bastu land measuring about **10 Cottahs 04 Chittaks more or less**, together with single building thereon measuring about **600 Sq. Ft.** more or less lying and situate R. S. Dag No. **46** L. R. Dag No. **59**, R. S. Khatian No. **399**, L. R. Khatian Nos. **484, 1382, 1436, 139**, Mouza **Ramchandrapur**, J. L. No. **31**, R. S. No. **334**, Touzi No.- **416B/1**, Pargana Magura, Police Station previously Thakurpukur now Haridevpur, District Sub-Registration Office at Alipore and A. D. S. R. Office at Behala, now under Ward No. **142** of the Kolkata Municipal Premises No. **290/2, Mahatma Gandhi Road**, Kolkata **700104**, (Zone James Long Sarani to Kabardanga-More) having Assessee No. **711420503329**, District South 24-Parganas together with all right of easements, common facilities and amenities annexed thereto and the said property butted and bounded by.

ON THE NORTH : Mahatma Gandhi Road.
ON THE SOUTH : Dream Villa.
ON THE EAST : Blind School.
ON THE WEST : Dream Villa.

SCHEDULE - "B"
(Land Owners' Allocation)

According to the Sanction Plan vide Permit No. 2018160141 dated 06/09/2018 total floor area from First Floor to Fourth Floor is **15008 Sq. Ft.** more or less. On completion of the proposed building/s in all respect by the Developer at its own cost and expenses, in lieu of the land of the said premises, the Developer shall allocate and handover the following constructed area to the Land Owners in the proposed building.

The Owners herein shall entitled to get 45% out of 100% F. A. R. or constructed area which is equivalent to **6753 Sq. Ft.** more or less (built-up area) as per sanctioned building plan as Owner's Allocation and it has been agreed by and between the parties herein that out of the said **6753 Sq. Ft.** more or less (built-up area) in the manner as hereunder written:-

SL. NO.	NAME	BUILT-UP AREA OF FLAT	FLOOR NO.	FLAT NO.
1.	Smt. Triparna Santra	925.726 Sq. Ft. (3 BHK)	1 st Floor	D
2.	Smt. Triparna Santra	702.835 Sq. Ft. (2 BHK)	2 nd Floor	B
3.	Smt. Triparna Santra	792.381 Sq. Ft. (2 BHK)	2 nd Floor	E
4.	Smt. Triparna Santra	925.726 Sq. Ft. (3 BHK)	4 th Floor	D
5.	Smt. Suparna Naskar	925.726 Sq. Ft. (3 BHK)	2 nd Floor	D
6.	Smt. Suparna Naskar	941.269 Sq. Ft. (3 BHK)	2 nd Floor	A
7.	Smt. Suparna Naskar	390.701 Sq. Ft. (1 BHK)	2 nd Floor	C
8.	Smt. Suparna Naskar	390.701 Sq. Ft. (1 BHK)	3 rd Floor	C
9.	Smt. Suparna Naskar	702.835 Sq. Ft. (2 BHK)	4 th Floor	B
Total area		6697.9 Sq. Ft. (more or less)		

In lieu of the balance **55 Sq. Ft.** more or less (built-up area) out of the said **6753 Sq. Ft.** more or less (built-up area) the Owners herein shall receive from the Developer herein in cash @ Rs. 2800/- only per Sq. Ft. amounting to **Rs. 154,000/-**

only after completion of the proposed building and the respective owners shall will be entitled to sell their respective portions on the basis of the above.

f) That the Owners herein shall receive 45% out of total Car Parking Space i.e., **Four numbers of Car Parking Space** at the Ground Floor from the Developer herein after completion of the proposed building. The Land owners shall ^{Compulsorily} partition the Owner's Allocation after getting the physical possession of same from the Developer herein.

SCHEDULE- "C"
(Developer's Allocation)

Developers Shall entitled to get the rest of the constructed areas i.e. 55% (Fifty Five percent) of F.A.R./constructed areas in the said premises, as Developer's Allocation save and except land Owners' Allocations together with undivided impartible and proportionate share of the land of the said premises including all right of easements common facilities and amenities annexed thereto., i.e **in lieu of making construction, the Developer is entitled to get remaining constructed area in the proposed building**, after providing for the Owners' Allocation as aforesaid, it being expressly agreed that this will not prevent the Developer from entering into any agreement for sale and transfer in respect of the Developer's Allocation.

THE SCHEDULE "D" ABOVE REFERRED TO
(Common Areas/Portions)

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).

Triparna Sarkar

4. Space underneath the stairs of the ground floor where pumps & motors will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
5. Electric room where meters will be installed and electric wiring and other fittings.
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room, if any.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, equipments, installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and user of the flats/ units in common by the co-Owners.
9. Roof top of the building.
10. Land underneath of the proposed building.
11. Septic Tank.
12. Lift well with lift, machine room with all concerned accessories.
13. Care taker room in the said premises.

THE SCHEDULE "E" ABOVE REFERRED TO
(Common expenses)

On completion of the building, the Land Owners, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting in regarding to the common portions of the said Building including the outer and external walls of the

said Building;

- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owners in common;
- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-Owners in common.

THE SCHEDULE "F" ABOVE REFERRED TO
Work Schedule/Specification

(Details of fixture, fittings, standard materials etc. to be provided in the flats within Owners' Allocation)

1. Entire flooring of the flat will be made of marble, interior walls of plaster of Paris.
2. **Toilet** floor will be made of marble, walls tiles up to 5' Ft.
3. In the **Kitchen** one cooking platform of black stone with green marble, wall dado of glazed tiles up to 2'- 6" inches height over the platform and one basin and one sink will be provided with tap connection.
4. **Doors**: Main door of the flat will be wooden frame with flash door, and other

door will be wooden frame with commercial ply.

5. **Windows:** Aluminum sliding window with grills will be provided including the 4 mm. glass.
6. In the toilet, one western/Indian commode with cistern shall be provided in addition to this 2 Tap connection, one shower connection, and one geyser connection shall be provided and in the W.C. one western commode with cistern shall be provided in addition to this 2 Tap connection shall be provided.
7. Height of the flat will be erected as per sanction of Building plan.
8. Concealed wiring with points as under:
 - (a) **Bed room :** 3 light points, 1 fan point, 1 plug point (5 Amp.)
 - (b) **Toilet:** 1 light point, 1 Plug Point (15 amp), 1 exhaust fan point, 1 gyser, washing machine.
 - (c) **Kitchen :** 1 light point, 3 plug point (two 5 Amp. ± one 15 Amp.), 1 chimney point.
 - (d) **Drawing & dining:** 3 light points, 2 fan points, 2 plug points one 5 Amp. + one 15 Amp. (e) **Balcony:** 1 light point and 1 plug point.
9. Calling bell connection in the each flat above/beside the door frame.
10. **Sanitary/ plumbing fittings:** All fittings of standard qualities will be provided and ensured that the flat conform to class I standard.
11. Lift with repute make.
12. Air Condition Points.
13. Special fittings as per Owners' choice will be provided on mutual understanding and decision.

IN WITNESS WHEREOF the PARTIES have put their respective signature on this the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the PARTIES

at Kolkata in the Presence of :-

WITNESSES :-

1. ✓ Sukumar Halder

258 M-G R. Kol 104

2. ✓ Tarita Santra Gomes

Ramchandrapur

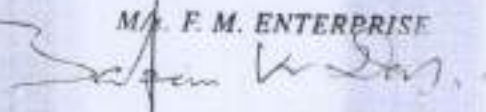
Haridaspur, Kol-104

✓ Triparna Santra

✓ Suparna Naskar

SIGNATURE OF THE OWNERS

M. F. M. ENTERPRISE

✓ 

Proprietor

SIGNATURE OF THE DEVELOPER

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on this the 31st day of January, Two Thousand and Nineteen (2019) A. D., by **I. SMT. TRIPARNA SANTRA (PAN DIJPS6737J)** wife of Sri Anup Santra, by Faith Christian, by Occupation Service, by Nationality Indian, residing at Ramchandrapur, P. O. R. C. Thakurani, Police Station previously Thakurpukur now Haridevpur, Kolkata 700104, District South 24-Parganas, **I. SMT. SUPARNA NASKAR (PAN AFBPN4313H)** wife of Sri Jatan Kumar Naskar, by Faith Christian, by Occupation Housewife, by Nationality Indian, residing at Ramchandrapur, P. O. R. C. Thakurani, Police Station previously Thakurpukur now Haridevpur, Kolkata 700104, District South 24-Parganas (hereinafter called the "**PRINCIPALS**"), do hereby nominate, appoint and constitute **SRI TAPAN KUMAR DAS (PAN ADSPD7289D)** son of Late Chinta Haran Das, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at 94 Mahatma Gandhi Road, P. O. Haridevpur, Police Station previously Thakurpukur now Haridevpur, Kolkata 700 082, District South 24-Parganas, Proprietor of **M/S. F. M. ENTERPRISE** a Proprietorship Firm having its Office at 94, Mahatma Gandhi Road, P. O. Haridevpur, Police Station previously Thakurpukur now Haridevpur, Kolkata 700 082, District:- South 24-Parganas to be our true and lawful attorney (hereinafter called the "**ATTORNEY**")

WHEREAS :-

A. The Principals are the joint Owners in respect of **ALL THAT** piece and parcel of Bastu land measuring about **10 Cottahs 04 Chittaks** more or less, together with single building thereon measuring about **600 Sq. Ft.** more or less lying and situate R. S. Dag No. 46 and L. R. Dag No. 59, R. S. Khatian No. 399, L. R. Khatian No. 484, 1382, 1436, 139, Mouza Ramchandrapur, J. L. No. 31, R. S. No. 334, Touzi No.- 416B/1, Pargana Magura, Police Station previously Thakurpukur now

Haridevpur, District Sub-Registration Office at Alipore and A. D. S. R. Office at Behala, now under Ward No. 142 of the Kolkata Municipal Premises No. 290/2, Mahatma Gandhi Road, Kolkata 700104, (Zone James Long Sarani to Kabardanga More) having Assessee No. 711420503329, District South 24-Parganas which is more fully and particularly mentioned and described in the hereunder written and hereinafter for the sake of brevity referred to as the "*said PREMISES*")

B. The Principal have executed a Development Agreement, on this day hereinafter referred to as the "Development Agreement" in respect of the said premises with M/S. F. M. ENTERPRISE, a Proprietorship Firm having its Office at 94 Mahatma Gandhi Road, P. O. Haridevpur, Police Station previously Thakurpukur now Haridevpur, Kolkata 700082, District South 24-Parganas (hereinafter referred to as the "**Developer**") for construction of a G+ 4 storied building upon the land of the said premises as per building plan vide Permit No. 2018160141 dated 06/09/2018 sanctioned by the Kolkata Municipal Corporation.

C. The Principals are desirous of appointing, nominating and constituting the Attorney herein as their true and lawful Attorney for and on their behalf and in their names, place and stead to do the following acts, deeds, matters and things that is to say :-

1. To defend, possess, manage and maintain the said premises and to construct the building upon the land at the said premises after demolishing the existing structures as per Plan sanctioned by Kolkata Municipal Corporation in terms of the Development Agreement.
2. To erect boundary walls in and around of the said premises.
3. To prepare, sign, and submit all applications and/or prepare any map or plan for necessary modification/alteration of the aforesaid sanctioned building plan and shall have power to obtain sanction from the Kolkata Municipal Corporation of

such plan and perform all the formalities and obligations as may be required or necessary from time to time. If any modified plan of the sanctioned building plan is sanctioned by the Attorney from the Kolkata Municipal Corporation in that event certified copy of such plan to be forwarded to the Owner's herein by the Attorney.

4. To pay fees to obtain sanction and other records permission and/ or consents from the necessary authorities as be necessary or required for modification, alteration and/or sanction of the plan and/or any utility serving and/or concerning the said premises and also to sign other documents as may be required by the authorities from time to time.
5. To appoint Engineers, Architects and their agent or agents and Sub-Contractors as the said Attorney shall think fit and proper and to make payment of their fees and charges of such Architects, Engineers and his agent or agents and/or sub-contractors, for and on behalf of the principal.
6. To sign and apply for electricity, water, drainage, sewerage, telephone, lift or of any other utility in the said premises and/or to make alterations in the existing connection and to have disconnected the same and for that to sign answer execute and submit all papers applications documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the attorney.
7. To apply for and obtain licenses and permissions that may be necessary or be required for the purpose of installation and running of lift, generator for auxiliary power supply or for the purpose of having the drain of the said premises to be disconnected and/or connected to the municipal drain and for all or any of the purposes above mentioned to sign and execute all necessary papers.
8. To make supervise and construction of the building and/or structures according to the sanctioned building plan to be sanctioned by the competent authority in respect of the said premises as mentioned in Schedule hereunder and

to that effect to get signed, pursue and collect on behalf of the Principal all such or relevant applications, drawings, documents and any representations of whatsoever manner or nature that is being sought to be done by the aforesaid department of the competent authority or by other and when necessary as and/or asked for.

9. To appear and represent the Principals before the Kolkata Municipal Corporation, building Tribunal and other authorities concerned regarding any notice received or served upon the Principal in respect of the said premises and to make representations, prefer appeals reviews and revisions and for that to sign and submit all papers appeals applications and papers and to appear and make representation for and on behalf of the Principals before the authorities concerned.
10. To appear and represent the Principals before the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Fire Services Dept. West Bengal & Kolkata Police, C.E.S.C in connection with the said premises and to sign and execute all the papers and documents wherever necessary.
11. To sign and apply for electricity, water, drainage, sewerage, telephone, lift or of any other utility in the said premises and/or to make alterations in the existing connection and to have disconnected the same and for that to sign answer execute and submit all papers applications documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the attorney.
12. To sign and execute all the papers and documents for mutation of the said premises in the name of the Principal before the Kolkata Municipal Corporation & B. L. & L.R.O.
13. To appear and represent Principal before any Notary Public, Registrar of Assurances, District Registrar, Sub-Registrar or any other Officer or officers having jurisdiction and to present for registration and have registered and performed all deeds, agreements, documents and instruments executed and signed by the said Attorney in any manner concerning the developers allocation of the

said premises or any part thereof with undivided share of land and admit execution thereof.

14. To enter into agreement for sale, deed of conveyance, transfer or otherwise in respect of the Developer's Allocation mentioned in the Development Agreement together with undivided proportionate share of the land of the said premises at a settled price to be settled by the attorney and to collect money from the intending Purchaser(s) and to grant receipt and acknowledge the payment.
15. To sign and execute any other deeds, documents, Agreements for Sale, Deed of Conveyance or Deed of Sale in respect of the Developer's Allocation mentioned in the Development Agreement together with undivided proportionate share of the land of the said premises and to present the same for registration before the registering authority and to admit *the* execution thereof.
16. To receive money or moneys whether in advance or booking from time to time or at a time from the intending Purchaser or Purchasers in respect of the Developer's Allocation in terms of the said Development Agreement and to grant proper receipt and discharge thereof.
17. To deliver khas and vacant possession of the Developer's Allocation to the intending Purchaser or Purchasers.
18. Equitable mortgage may be created only out of Developer's Allocation only in respect of units/floors/flats/car parking spaces/spaces of the intending Purchaser/s who wants to purchase and/or buy the same from the Developer out of the Developer's Allocation and to make the Principals free from all encumbrances and liabilities whatsoever.
19. To sign execute and submit all Declarations Statements Applications and affirm Affidavits as may be necessary or required from time to time.
20. To sign and execute all papers and documents including negotiate with the tenant.

21. To appoint any retainers, solicitors, advocate and other legal agents and to revoke such appointments and others as occasion shall require.
22. To sign affirm and verify Plaint, Petition, Written Statements, Tabular Statements, Review, Revisions, Affidavit, Declarations, Memorandum of Appeal or any other paper or pleadings including applications under Article 226 of the Constitution of India in any suit action or proceedings relating to the said premises or any part thereof.
23. The Attorney for and on behalf of the Principals, shall sign and execute Agreement for Sale/s, Deed of Conveyance/s for selling Developer's Allocation only and he also can sign any other documents including Declaration, Affidavits.

AND GENERALLY to do all act and things concerning the powers herein conferred in respect of the said premises which the Principals could have done lawfully under their own hands if present personally. And we the Principals do hereby agree ratify and confirm all acts, deeds and things whatsoever and the said Attorney shall do and/or cause to do in accordance herewith.

THE SCHEDULE A ABOVE REFERRED TO
(Description of the said premises)

ALL THAT piece and parcel of Bastu land measuring about **10 Cottahs 04** Chittaks more or less, together with single building standing thereon measuring about **600 Sq. Ft.** more or less lying and situate R. S. Dag No. **46** and L. R. Dag No. **59**, R. S. Khatian No. **399**, L. R. Khatian No. **484, 1382, 1436, 139**, Mouza **Ramchandrapur**, J. L. No. 31, R. S. No. 334, Touzi No.- 416B/1, Pargana Magura, Police Station previously Thakurpukur now Haridevpur, District Sub-Registration Office at Alipore and A. D. S. R. Office at Behala, now under Ward No. 142 of the Kolkata Municipal Premises No. **290/2, Mahatma Gandhi Road**, Kolkata 700104, (Zone James Long Sarani to Kabardanga More) having Assessee

No. 711420503329, District South 24-Parganas together with all right of easements, common facilities and amenities annexed thereto and the said property butted and bounded by.

ON THE NORTH : Mahatma Gandhi Road.
ON THE SOUTH : Dream Villa.
ON THE EAST : Blind School.
ON THE WEST : Dream Villa.

IN WITNESS WHEREOF the Principals have put their respective signature on this the day, month and year first above written in presence of Witnesses.

WITNESSES :-

1. ✓ *Surekma Hal*
 258 016 R3 Kol-104
2. ✓ *Jarita Sontha Gomes*
Ramoharapur
Haridwar; Kol-104

✓ *Triparna Santra*

✓ *Suparna Naskar*

SIGNATURE OF THE PRINCIPALS

✓ *Satyan K. Das*

SIGNATURE OF THE ATTORNEY

Drafted by:

Arceel Kinnor Kanji
Advocate,

Enrolment No. *f. 3767/2011*
 Alipore Police Court,
 Kolkata 700027



	Thumb	1st finger	Middle finger	Ring finger	small finger
Left Hand					
Right hand					

Name

Signature



	Thumb	1st finger	Middle finger	Ring finger	small finger
Left Hand					
Right hand					

Name TRIPARNA SANTRA

Signature Triparna Santra



	Thumb	1st finger	Middle finger	Ring finger	small finger
Left Hand					
Right hand					

Name SUPARNA NASKAR

Signature Suparna Naskar



	Thumb	1st finger	Middle finger	Ring finger	small finger
Left Hand					
Right hand					

Name TAPAN KUMAR DAS

Signature Tapan K Das



Government of West Bengal
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1607-0000027242/2019	Office where deed will be registered
Query Date	07/01/2019 11:40:14 AM	A.D.S.R. BEHALA, District: South 24-Parganas
Applicant Name, Address & Other Details	Arun Kumar Kanji Alipore Police Court Thana - Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433207235, Status - Advocate	
Transaction	Additional Transaction	
[0139] Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 1,88,50,796/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 40,070/- (Article:48(g))	Rs. 28/- (Article:E, E, E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 500/-
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)	

Land Details :

District: South 24-Parganas, P.S.- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone - (J.L. Sarani - Kabar Danga More (Premises Located on M.G.Road)) , Premises No: 290/2, , Ward No: 142 Pin Code : 700104

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1			Bastu		10 Katha 4 Chatak	1/-	1,84,00,796/-	Property is on Road
Grand Total :					16.9125Dec	1 /-	184,00,796 /-	

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.	1/-	4,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		600 sq ft	1 /-	4,50,000 /-	

Principal Details :

SI No	Name & address	Status	Execution Admission Details :
1	TRIPARNA SANTRA Wife of Anup Santra Ramchandra Pur, P.O:- R C Thakurani, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Sex: Female, By Caste: Christian, Occupation: Service, Citizen of India, PAN No.: DIJPS6737L, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
2	SUPARNA JATAN NASKAR, (Alias: SUPARNA NASKAR) Wife of Mr JATAN NASKARRAMCHANDRAPUR, P.O:- R C Thakurani, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Sex: Female, By Caste: Christian, Occupation: House wife, Citizen of India, PAN No.: AFBPN4313H, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Attorney Details :

SI No	Name & address	Status	Execution Admission Details :
1	Ms F.M ENTERPRISE 94 M.G Road, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082 PAN No.: ADSPD7289D, Status :Organization, Executed by Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	Tapan Kumar Das Son of Late Chinta Haran Das 94 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.: ADSPD7289D	Ms F.M ENTERPRISE (as Proprietor)

Identifier Details :

Name & address
Mr Soumen Ghosal Son of Mr Dukhahari Ghosal Dulalpur, P.O:- Joka, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, Identifier Of TRIPARNA SANTRA, Tapan Kumar Das, SUPARNA JATAN NASKAR

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 06/02/2019) for e-Payment. Assessed market value & Query is valid for 44 days (i.e. upto 20/02/2019) for registration.
3. Standard User charge of Rs. 240/-(Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required.
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.

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

GRN: 19-201819-033677986-1

Payment Mode Online Payment

GRN Date: 30/01/2019 15:38:32

Bank : United Bank

BRN : 13286325

BRN Date: 30/01/2019 15:38:32

DEPOSITOR'S DETAILS

Id No. : 16070000027242/6/2019

[Query No./Query Year]

Name : SOUMITRA BISWAS

Contact No. :

Mobile No. : +91 9007536671

E-mail :

Address : KOLKATA

Applicant Name : Mr Arun Kumar Kanji

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Power of Attorney Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	16070000027242/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	39570
2	16070000027242/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	28

Total

39598

In Words : Rupees Thirty Nine Thousand Five Hundred Ninety Eight only

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ADSPD7289D



नाम /NAME
TAPAN KUMAR DAS

पिता का नाम /FATHER'S NAME
CHINTA HARAN DAS

जन्म तिथि /DATE OF BIRTH
09-05-1959

हस्ताक्षर /SIGNATURE

Tapan Kumar Das

B. Das

असल संकेत, ए. ई. - XI

COMMISSIONER OF INCOME TAX, WB. - XI

Tapan Kumar Das

इस कार्ड के लो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / साथ ही यह संबंधित अधिकार अंगुल (पट्टा) एवं तबनीसी),
पी-7,
चौबट्टी स्क्वायर,
कलकत्ता - 700 060.

In case this card is lost/found, kindly inform/return to the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowbhatti Square,
Calcutta- 700 060.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

TRIPARNA SANTRA
SARODA PRASAD SAHAYAK

01/11/1962
Permanent Account Number

DIJPS6737L

Triparna
Signature



Triparna Santra

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

SUPARNA JATAN NASKAR
BHARDA PRASAD MAHATOP



23/04/1969

Permanent Account Number

AFBPN4313H

S. Naskar



Signature

Suparna Naskar