

आयकर विभाग



सत्यमेव जयते

भारत सरकार

GOVT. OF INDIA

INCOME TAX DEPARTMENT

RITA GUPTA

BIDESHI GUPTA

25/12/1973

Permanent Account Number

AROPG1782A

Rita Gupta

Signature



03062009

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :

आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंजील, सफायर चेंबर्स,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुना - 411 045.

*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

5261

204900/15



11.9.15

1-261058/15

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

U 435624

Considered that the document is
 submitted to registration. The
 signature sheet / sheets & the
 stamp / stamps sheet / sheets
 attached with this document
 are the part of this document.

Additional District Sub-Registrar
 Sodepur, North 24 Parganas

11 SEP 2015

DEVELOPMENT POWER OF ATTORNEY

BE IT KNOWN TO ALL CONCERNED That We (1) SRI TARAK DAS
 (PAN. BRNPD5757L), son of Late Nidhir Kumar Das, by occupation – Business,
 (2) SMT. MAYA ROY (PAN. ANSPR8127N), wife of Sri Ranjit Roy, by occupation-
 Housewife, (3) SMT. CHABI BAL (PAN. BIDPB3856K), wife of Swapan Bal, by
 occupation- Housewife, (4) SMT. NAMITA CHANDA (PAN. AZUPC3073G), wife of

1353
 क्र. नं.: 100/
 कर्ता: T. Gupta, Advocate
 स्थान: Baranagar Cant, 24 Pgs (N)
 प्रकार: Ranjito Pan
 लक्ष्य: ...
 कर्ता: ...

उद्देश्य: ...
 उद्देश्य: ...
 तिथि: 04 SEP 2015
 स्थान: ...
 तिथि: ...
 उद्देश्य: ...

240000






















...
 ...
 ...
 ...






Identified by,
 Tenthankar Gupta, Advocate
 S/o. Late Adhir Kumar Gupta
 of 510, Netaji Colony, P.O.
 Noa Para, P.S. Baranagar,
 Kalkatu - 70009, Dist. - 24 Pgs (N)

Additional District Sub-Registrar
 Sodepur, North 24-Parganas
 11 SEP 2015

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentations	Little	Ring	Middle	Fore	Thumb
	 Tarak Das Tarak Das		(Left Hand)			
			Ring	Middle		
			(Right Hand)			
			Fore	Middle		
	 Maya Roy Maya Roy		(Left Hand)			
			Ring	Middle		
			(Right Hand)			
			Fore	Middle		
	 Chabri Bai Chabri Bai		(Left Hand)			
			Ring	Middle		
			(Right Hand)			
			Fore	Middle		

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants						
	 Signature: <i>Bojai Gunt</i>	Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					
		Little	Ring	Middle	Fore	Thumb	
Thumb	Fore	Middle	Ring	Little			
	 Signature: <i>MS 0Yb</i>	Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					
		Little	Ring	Middle	Fore	Thumb	
Thumb	Fore	Middle	Ring	Little			
	 Signature: <i>S. S. S.</i>	Little	Ring	Middle	Fore	Thumb	
		(Left Hand)					
		Thumb	Fore	Middle	Ring	Little	
		(Right Hand)					
		Little	Ring	Middle	Fore	Thumb	
Thumb	Fore	Middle	Ring	Little			










Signature of the
Executants / n



Additional District Sub-Registrar
Sodapur, North 24-Parganas

11 SEP 2015

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
 <p>Rita Gupta</p> <p>Rita Gupta</p>		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle		
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle		
(Right Hand)						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle		
(Right Hand)						



Additional District Sub-Registrar
Sodepur, North 24-Parganas

11 SEP 2015

Sri Lakshman Chanda, by occupation- Housewife, (5) SRI BAPI GUHA (FORM NO.- 60), son of Late Sudhir Guha, by occupation- Service and (6) SRI SANJIB GUHA (PAN. BCYPG4593H), son of Late Sudhir Guha, by occupation- Service, all are by faith-Hindu, by Nationality- Indian, all are residing at 75, Sahid Colony, P.O. Panihati, P.S. Khardaha, Kolkata- 700114, District- North 24 Parganas hereinafter jointly referred to as the "LAND OWNERS" who have entered into a Registered Development Agreement dated 11.09.2015, duly registered at A. D. S. R. Sodepur, 24 Parganas (North), bearing Deed No.152404887 for the year 2015 with "RAMAWATI CONSTRUCTION", a Proprietorship Business, having it's office address at 5, Kumud Ghoshal Road, P. S. Belghoria, P. O. Ariadaha, Kolkata - 700057, District - North 24 Parganas represented by it's proprietor, SMT. RITA GUPTA (PAN. AROPG1782A), wife of Madan Mohan Gupta, by occupation - Business , by faith - Hindu, by Nationality- Indian, residing at SHREE PANCHAMI APARTMENT, 2, M. B. Road, P.O. & P. S. Belghoria, Kolkata- 700056, District - 24 Parganas (North), in respect of our landed property mentioned in the schedule hereunder for development of the same by raising construction of a multi- storied building in accordance with the building plan to be approved by the Authority of Panihati Municipality under certain terms and conditions mentioned in the said Agreement.

WHEREAS We are the absolute owners of ALL THAT piece and parcel of bastu land containing an area of 3 Katha 12 Chattack 22.5 Sq. Ft. more or less under R.S. (S.P.) Khatian No. 36, comprised of R.S. Dag No. 1516 (Part) under Mouza- Panihati, J.L. No. 10, being Premises No. 75, Sahid Colony, P.O. Panihati, P.S. Khardaha, Kolkata-700114, District- North 24 Parganas, Ward No. 13, Holding No. 143 under Panihati Municipality, more fully and particularly described in the schedule hereunder written and hereinafter for the sake of brevity referred to as the SAID PROPERTY.

AND WHEREAS in pursuant of the said Agreement between us We shall handover the vacant and peaceful possession of the aforesaid landed property to "RAMAWATI CONSTRUCTION", a Proprietorship Business, having it's office address at 5, Kumud Ghoshal Road, P. S. Belghoria, P. O. Ariadaha, Kolkata - 700057, District - North 24 Parganas represented by it's proprietor, **SMT. RITA GUPTA (PAN. AROPG1782A)**, wife of Madan Mohan Gupta, by occupation - Business , by faith - Hindu, by Nationality- Indian, residing at **SHREE PANCHAMI APARTMENT, 2, M. B. Road, P.O. & P. S. Belghoria, Kolkata- 700056, District - 24 Parganas (North)**, and the said Developer will develop the said land after demolishing the existing structure standing thereon as mentioned in the schedule below by making construction of building as per sanctioned building plan to be approved by the Authority of Panihati Municipality and except our Allocation i.e. the Owners' Allocation as per the said Agreement, rest of the building to be constructed thereon will be sold to the intending purchaser/s according to the choice of our Developer.

AND WHEREAS We are sufficiently entitled to the said landed property as mentioned in the Schedule hereunder as We have absolute right, title and interest in the said property and have absolute Authority to appoint our Constituted Attorney to act on our behalf for development as aforesaid in respect of under mentioned schedule property.

AND WHEREAS We are engaged with our multifarious works and for our convenience it becomes necessary for us to appoint said "RAMAWATI CONSTRUCTION", a Proprietorship Business, having it's office address at 5, Kumud Ghoshal Road, P. S. Belghoria, P. O. Ariadaha, Kolkata - 700057, District - North 24 Parganas represented by it's proprietor, **SMT. RITA GUPTA (PAN. AROPG1782A)**, wife of Madan Mohan Gupta, by occupation - Business , by faith - Hindu, by Nationality- Indian, residing at **SHREE PANCHAMI APARTMENT, 2, M. B. Road, P. O. & P. S. Belghoria, Kolkata- 700056, District - 24 Parganas (North)**, to act for us and in our names on

our behalf and to execute, exercise and perform all and every acts, deeds matters and things as mentioned hereunder follows:-

1. To enter into hold and defend possession of the said land and every part thereof and also to manage, maintain and administer the said land and every part thereof and to look after the said land and to control all the areas for the Development of the said land and construction of a multi- storied building thereon as per sanctioned building plan to be approved by concerned Authority.
2. To sign, execute and submit all development plans, documents, statements, papers, undertaking declarations as may be required for necessary sanction, modification and/or alteration of development plans by the local Municipal and other appropriate Authorities.
3. To appear and represent us before any necessary Authorities including the Kolkata Metropolitan Authority, Fire Brigade, West- Bengal police, the competent Authority under the Urban Land Ceiling and Regulations Act. 1976 and Government of West- Bengal in connection with the sanction, modification and/or alteration of Development plans etc. of the aforesaid land.
4. To pay fees, obtain, sanction, modification and such other order and permissions from the necessary Authorities as to expedient for sanction, modification and/or alterations and development plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary Authorities and to appoint Engineer, Architect and other agents and sub-contractors for the aforesaid purpose as the said Attorney shall think fit and proper.
5. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the development plans to any Authority or Authorities.
6. To develop the said premises by making construction of such type of building thereon as the said Attorney may think fit and proper and for that purpose to take down demolish and/or remove any house, building and/or structure of whatsoever nature on the said premises, if any as my said Attorney shall think fit and proper.

7. To apply for and obtain electric, gas, water, sewerage, drainage, telephone or other connection or any other utility to the said premises and/or to make alteration therein and to close down and/or have disconnect the name and for that purpose for sign, 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 our said Attorney.

8. To apply for and obtain building materials from the concerning Authorities for construction of the building on the said premises as aforesaid.

9. To utility or shift or have connected the existing electricity connection if any in the said premises in such manner as our said Attorney may deem fit and proper.

10. To apply all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or any part thereof and similarly to receive all incoming receivable for and on account of the said premises or any part thereof including the rent and/or license fees from the occupants thereof, if any.

11. To appear and represent us before all Authorities for fixation and/or finalization of the normal valuation of the said premises and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.

12. To negotiate with others for sale of the flats, floor, units and other spaces in the proposed building on the said premises along with proportionate share of land except the proportionate share which will be kept reserved for us as per said Agreement Deed at any terms and conditions as the said Attorney may deem fit and proper.

13. To collect the advance or part payment or full consideration from the intending purchasers of flats, units and other spaces along with the proportionate share of land on my behalf except the portions which will be kept reserved for me as per said Agreement, the said Attorney shall appropriate the sale proceeds.

14. To advertise in different newspapers and display hoarding in different places, engage agencies for selling of flats along with proportionate share of land as the said Attorney shall think fit and proper.

15. To file and submit declaration, statements, applications and/or returns to the competent Authority or Authorities in connection of the matters herein contained.

16. To transfer flats of the proposed building along with the proportionate share of land which are lying there at the said allocated portion of the Developer represented by our Attorney at our premises or any part thereof on such terms and conditions as our said Attorney shall think fit and proper.

17. To take steps for registration of flats/Appurtenances of the allocated portions of the Developer along with the proportionate share of land represented by our said Attorney under the west Bengal Housing Co-operative Society Act or the Apartment ownership Act or any other Law or Laws as the case may be.

18. To represent any deed/s, Agreement for sale, deed of sale, conveyance/s or other documents for registration which will be executed by him in our names and on our behalf before the A.D.S.R. Sodepur, D.R. Barasat, 24 Parganas (North), and Registrar of Assurances, Kolkata, having Authority for and to have them registered according to the law and to do all other acts and deeds in respect of Developer's allocated property or portion of it as per the said Agreement which our attorney shall consider necessary for the transferring and/or conveying the said property to such purchaser or purchasers as fully and effectually in all respect as We could do the same ourselves.

19. To convey, present, enforce, defend suit and oppose all actions and other legal proceedings in respect of the said including relating to acquisition and/or requisition and/or in respect of the said premises or any part thereof in which the said estate is now or any time hereinafter to interested or concerned and if think fit to compromise settle refer to Arbitration abandon submit to judgment or become non-suited in any such action or proceeding or aforesaid before any Court Civil or Criminal, Revenue including the Rent Controller.

20. To file and defend suit, case, appeals and applications of whatsoever nature for and on my behalf or to be instituted preferred by or against any person or persons in respect of the said premises and also to present and proceeds writ applications in respect thereof.

21. To compromise suit appeals or other legal proceedings in any Court Tribunal or other Authority whatsoever and to sign and verify applications therefore.

22. To sign, declare and/or affirm any plaint, written statement, petition affidavit, Verification, Vakalatnama, Warrant or Attorney, appeal or any other documents or papers in any proceedings or in any way connected therewith.

23. To deposit and withdraw fees document and manage in and from any Court or Courts and/or any other person or persons or Authority and give valid receipts and discharge therefore.

24. To effect mutation of premises and amalgamation of separate holding/s in the office of the collector and/or Municipal records and to sign on the site plan and building plan and to take necessary steps for sanctioning of the site plan and building plan, C.C. and to receive the same from the said Authority and to do all other acts on my behalf before the Authority of Panihati Municipality in respect of our landed property measuring 3 Katha 12 Chattack 22.5 Sq. Ft. more or less under (S.P.) Khatian No. 36, comprised of R.S. Dag No. 1516 (Part) under Mouza-Panihati, J.L. No. 10, being Premises No. 75, Sahid Colony, P.O. Panihati, P.S. Khardaha, Kolkata-700114, District- North 24 Parganas, Ward No. 13, Holding No. 143 under Panihati Municipality, A.D.S.R. Sodepur, in the District of 24 Parganas (North), details of which is mentioned in the Schedule hereunder.

25. To represent us before Panihati Municipal Authority having jurisdiction and to sign, execute and submit papers and documents and obtain the proposed building/site plan, revised plan and to receive the Completion Certificate from the Competent Authority, if any.

26. To delegate such of the powers as the said Attorney in his absolute discretion shall think fit and proper and upon such delegation the said Power of Attorney shall be deemed to have been granted by the Guarantor in our favour the said delegate or delegates as the case may be.

27. To file applications, petitions and any document before local Municipal Authority or any Authority and to appear before the said Authority on my behalf in any case and to sign and file all site plans, building plans and other documents in our names and to obtain the same from the said Authority.

28. To withdraw and receive documents or money from any court office either in execution of decree or otherwise any to do all acts that may necessary in connection with any of such cases.

29. Be it noted that this power of attorney is being granted in favour of the said attorney without any consideration and no interest or right of the Attorney is created on the property which is the subject matter of this power of attorney **AND GENERALLY** to act as our Attorney in relation to all matters touching our land and structure and on our behalf to do all instruments, acts, matters, Deeds and things as fully and effectually We could do and personally present. /

AND We do hereby by this general power of attorney agree or undertake ratify and confirm all and whatsoever other act or acts our said attorney shall lawfully do execute or perform or cause to be done executed or performed by virtue of these presents including all such conditions and other works as per the said Deed of Agreement. /

THE SCHEDULE ABOVE REFERRED TO

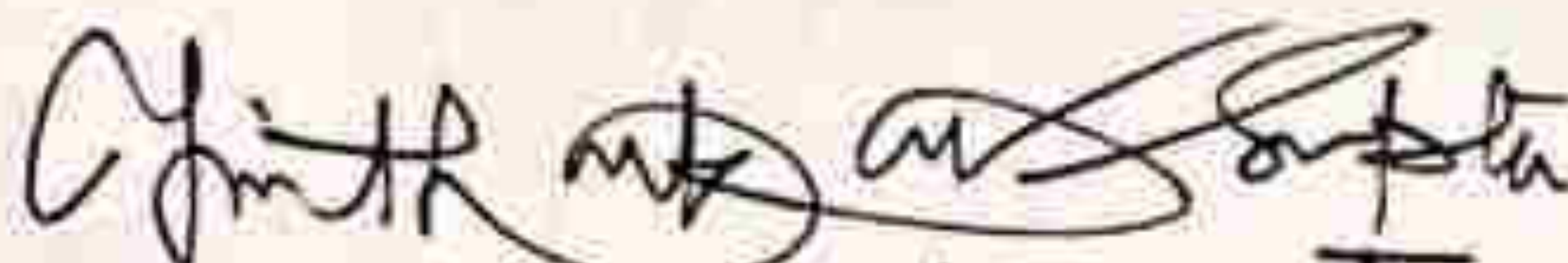
ALL THAT piece and parcel of Bastu land measuring 3 Katha 12 Chattack 22.5 Sq. Ft. more or less along with tiles shed R.T. Shed structure with cement floor measuring an area of 250 Sq. Ft. more or less under R.S. (S.P.) Khatian No. 36, comprised of R.S. Dag No. 1516 (Part) under Mouza- Panihati, J.L. No. 10, being Premises No. 75, Sahid Colony, P.O. Panihati, P.S. Khardaha, Kolkata-700114, District- North 24 Parganas, Ward No. 13, Holding No. 143 under Panihati Municipality, A.D.S.R. Sodepur, in the District of 24 Parganas (North), together with all easement rights appertaining thereto butted and bounded in the manner following /

:-

ON THE NORTH	: Municipal Road.
ON THE SOUTH	: E.P. No. 68, 69 & 28.
ON THE EAST	: E.P. No. 74B.
ON THE WEST	: E.P. No. 76/14.

IN WITNESS WHEREOF We, hereto set and subscribed our respective hands and seals on this power of attorney on the 11th. day of Sept. Two thousand and Fifteen.

WITNESSES :

1. 
 Advocate
 Barrackpore Court, 24 Pgs(N)

2. Arajit Datta
 29/42 A. K. Mukherjee Road
 Kol-90

Tarak Das

Maya Das

Chakri Bal

Bapi Das

Signature

Signature

EXECUTANTS

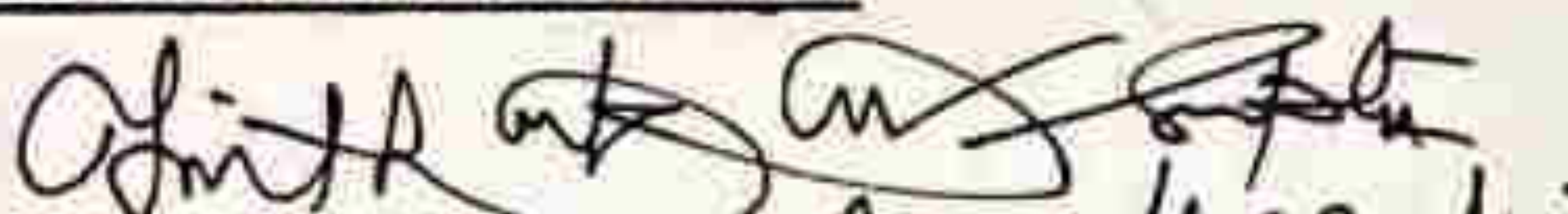
This power is accepted by me.

M/S. RAMAWATI CONSTRUCTION

Rita Gupta Proprietor

SIGNATURE OF THE ATTORNEY

DEED PREPARED BY ME :


 Advocate

TIRTHANKAR GUPTA

Advocate.

Barrackpore Court, North 24 Parganas.

Enroll. No. F-635/644 of 1990.

Mobile: 9339430598.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TARAK DAS

NIDHIR DAS

05/10/1968

Permanent Account Number

BRNPD5757L

Tarak Das

Signature



26042013

Tarak Das

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2015, Page from 70250 to 70285

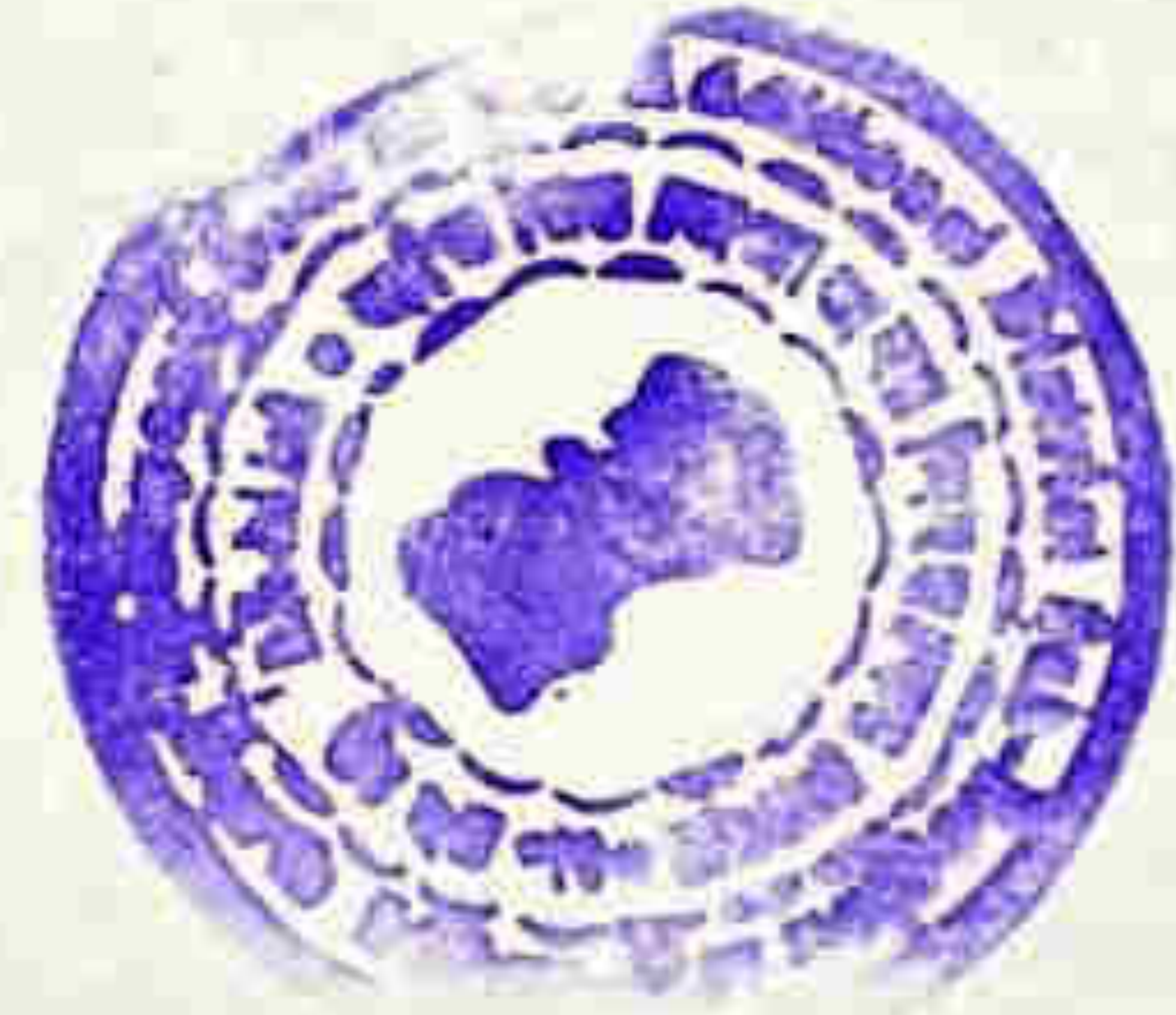
being No 152404900 for the year 2015.



Digitally signed by MAITREYEE GHOSH
Date: 2015.09.21 13:33:59 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh.

(Maitreyee Ghosh) 21/09/2015 13:33:58
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.



(This document is digitally signed.)

21/09/2015 Query No:-15241000261058 / 2015 Deed No :I - 152404900 / 2015, Document is digitally signed.



**Office of The Municipal Councillors of Panihati
Panihati, 24 Parganas (N), Pin - 700114**

Website - www.panihatimunicipality.in

E-mail - panihatimunicipality@yahoo.co.in

Phone - 2553-2909, 2563-4457, Fax - 033-2553-1487

No.PM/PWD/Building Section/ 28/19/20

Date -.21/08/2019

To
Sri/Smt. Tarak Das & Others
Sohid Colony
Kolkata- 700114

Sub: Grant of Occupancy Certificate/Completion Certificate under Sub- Rule (2) of Rule-34, Building Holding No- 143, Ward No- 13

Sir,

With reference to your Notice of Completion dated 15.07.2017. I hereby certify that the Building as per description below on R.S. Plot No. 1516/P Holding No. 143, Ward No. 13 on Sahid Colony Street/Road in respect of which plans were Sanctioned vide sanction No. Spl 509 dated 12/09/2016 has been inspected with reference to the provision of the Building Rules, under West Bengal Municipal Act.1993 and is certified to be fit for occupation.

Completion Plan No. BP/C.C. - 340 Dated... **07 NOV 2019**

Type of Building Plan

1.(G+3) Type Plan.

2.(G+4)Type plan.

21/8/19

S.A.E
Panihati Municipality

**Sub Assistant Engineer
Panihati Municipality**

21/8/19

Asst. Engineer
Panihati Municipality

**Asst. Engineer
Panihati Municipality**

Yours faithfully

Executive officer
Panihati Municipality
**Executive Officer
Panihati Municipality**

6107

P-05843/2016



26.10.16

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

C 281281

C 281281

Services with the document & admitted to registration. The signature sheet / sheets & the endorsement sheet / sheets attached with this document are the part of this document.

Additional District Sub-Registrar
Sodepur, North 24-Parganas

26 OCT 2016

DEVELOPMENT AGREEMENT BETWEEN
LAND - OWNERS AND DEVELOPER

THIS MEMORANDUM OF AGREEMENT is executed this the 26th day of *October*, Two Thousand and Sixteen (2016) in the Christian Era.

BETWEEN

8-0-1447666/16

ক্রমিক নং 3467 তারিখ 25/10/16

মূল্য: 5000

ক্রয়: S. Guptan 2014

ঠিকানা:

ডেডার: Ranjito Paul Buranupura lane.

লা:

কাসি:

জন্ম তারিখ
ব. অফিস

ভেদ:

পাল

ট্রেজারির নাম:

টি ডি নং:

24 OCT 2016

স্ট্যাম্প বরাদ্দ:

ই টি. ডি. নং মোট:

310000

স্ট্যাম্প বরাদ্দ কত টকা:



Additional District Sub-Registrar
Sodepur, North 24-Parganas

20 OCT 2016

Identified by,

Abrajit Dutta

S/O. Ashoke Dutta
of - 24/42, A.K. Mukherjee
Rd, KOL-90.

Occupation - Service

(1) **SRI TARAK NATH SARKAR (PAN. AVYPS2414B)**, son of Late Prafulla Kumar Sarkar, by occupation- Business, (2) **SRI SUBRATA SARKAR (FORM NO.- 60)**, son of Late Prafulla Kumar Sarkar, by occupation- Service, both are residing at 83, Sett Colony, P.O.- Sodepur, P.S. Khardah, Kolkata- 700110, District- North 24 Parganas, (3) **SMT. RATNA DAS (PAN. AUMPD1721F)**, wife of Sri Ratan Das & daughter of Late Prafulla Kumar Sarkar, by occupation- House wife, residing at Sodepur, 141, Indira Nagar, Block- III , P.O. Sodepur, P.S. Khardah, Kolkata- 700110, District- North 24 Paraganas, (4) **SMT. RUMA ROY (FORM NO.- 60)**, wife of Uttam Roy and daughter of Late Prafulla Kumar Sarkar, by occupation- House wife, residing at 113, New Colony, P.O. Panihati, P.S. Khardah, Kolkata- 700114, District- North 24 Parganas, (5) **SMT. RUBY MANDAL (PAN. DCBPM9796R)**, wife of Sri Barun Mandal, and daughter of Late Prafulla Kumar Sarkar, by occupation- House wife, residing at 36/4, Deshbandhu Nagar, Sodepur, P.O. Sodepur, P.S. Khardah, Kolkata- 700110, District- North 24 Parganas, all are by faith- Hindu, all are by Nationality- Indian, hereinafter jointly called the **LAND-OWNERS** (Which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representatives administrators and assigns) of the **ONE PART.**

/ **AND**

"RAMAWATI CONSTRUCTION", a Proprietorship Business, having its office address at 5, Kumud Ghoshal Road, P. S. Belghoria, P. O. Ariadaha, Kolkata- 700057, District - North 24 Parganas represented by its proprietress, **MRS. RITA GUPTA (PAN. AROPG1782A)**, wife of Mr. Madan Mohan Gupta, by occupation - Business, by faith - Hindu, by Nationality- Indian, residing at **SHREE PANCHAMI APARTMENT, 2, M. B. Road, P. O. & P. S. Belghoria, Kolkata- 700056, District - 24 Parganas (North)**, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its



Additional District Sub-Registrar
Sodepur, North 24-Parganas

26 OCT 2016

heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

WHEREAS One, Prafulla Kumar Sarkar, since deceased was the owner of ALL THAT piece and parcel of landed property nature in bastu, measuring 4 Katha 04 chatack 00 sq.ft. more or less along with R.T. Shed structure covering an area of 800 Sq. Ft. more or less standing thereon being Premises No. 83, Sett Colony, P.S. Khardah, Kolkata- 700110 under 24 Parganas, North at Mouza – Sodepur, J.L. No. 8, E/P. No. 83, SP. No. 88 comprised of C.S. and presently R.S. Dag No. 613 (P) under Ward No. 13, Holding No. 69 of Panihati Municipality particularly described in the schedule hereunder written and hereinafter for the sake of brevity referred to as the SAID PROPERTY which he entitled during his lifetime by virtue of a Deed of Gift, duly registered at Additional District Registrar, Barasat, North 24 Parganas and entered in Book No. 1, Volume No. 19, Pages between 45 to 48, Being No. 437 for the year 1989, gifted by the Governor of State of West Bengal and while enjoying the same free from all sorts of encumbrances and charges said Prafulla Kumar Sarkar died intestate on 3.06.1990 and thereafter his wife, Shefali Srakar also died intestate on 17.03.2006 leaving behind themselves their aforesaid two sons and three daughters, the Land-Owners/Owners herein who inherited the aforesaid property left by said Prafulla Kumar Sarkar and Shefali Srakar and since thereafter the Land-Owners have been enjoying the same free from all sorts of encumbrances and charges.

AND WHEREAS the Owners are desirous to develop the said property and to construct a multi storied building (G+4) on the said property but could not do it themselves and the Developer knowing the intention of the Owners approached to the said Owners to authorize her to develop the said property and to construct a multi storied building on the said property to which the Owner agreed thereto.

4.

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

Unless in these presents it is repugnant to or inconsistent the following words and/or expression shall mean as hereinafter mentioned.

- 1.1 **OWNERS** shall mean (1) **SRI TARAK NATH SARKAR**, (2) **SRI SUBRATA SARKAR**, (3) **SMT. RATNA DAS**, (4) **SMT. RUMA ROY** and (5) **SMT. RUBY MANDAL**, the above Owners/Land-Owners and their respective heirs executors, administrators, legal representatives and assigns .
- 1.2 **DEVELOPER** shall mean "**RAMAWATI CONSTRUCTION**", a Proprietorship Business being represented by its proprietress, **MRS. RITA GUPTA**, the above named Developer or any company formed by the above named Developer with having respective offices and license as would be required for such company and its successors in office.
- 1.3 **THE PROPERTY** shall mean ALL THAT piece and parcel of bastu land , measuring 4 Katha 04 chattack 00 sq.ft. more or less along with R.T. Shed structure at premises No. 83, Sett Colony, P.S. Khardah, Kolkata-700110 under North 24 Parganas more fully and particularly described in the schedule hereunder written.
- 1.4 **THE BUILDING** shall mean the multi storied building (G+4) with lift facility to be constructed on the said property and/or property in accordance with the building plan to be sanctioned by the authority of Panihati Municipality at the cost of the Developer.
- 1.5 **THE UNIT** shall mean the partly or wholly constructed flat/ apartment shop room in the building(which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be.

5.

- 1.6 PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY** shall mean the area between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owners /landlords .
- 1.7 THE COMMON PORTION** shall mean and include the common portions to be mean and erected for convenience of the intending purchaser/s and/or lawful occupiers.
- 1.8 THE ARCHITECT** shall mean such Architect or Architectures appointed by the Developer, Architect for the building or such other architect or Architects of the building as may be appointed by the Developer and the cost of which will be borne by the Developer .
- SALEABLE SPACE** shall mean the space in the full building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof.
- 1.9 OWNERS' ALLOCATION :** As a consideration of the said property the Developer will provide the Flat/s, shops etc. on the proposed newly constructed G+4 storied building with lift facility within the period of 24 (Twenty Four) months from the date of granting of sanctioned building plan which is particularly written hereunder:

A) TARAK NATH SARKAR :

One Flat having a covered area of 640 Sq. Ft. on the 2nd floor of South (Front) side and another flat having a covered area of 600 Sq. Ft. on the 2nd floor on the North (Back) side and one shop room having a covered area of 147 Sq. Ft. (7'21') on the Gr. floor on the South (Front) side of the proposed newly constructed building.

6.

B) SUBRATA SARKAR:

One Flat having a covered area of 560 Sq. Ft. on the 1ST floor of South (Front) side and another flat having a covered area of 584 Sq. Ft. on the 1ST floor of North (Back) side and one shop room having a covered area of 100 Sq. Ft. (8'12' & 1/2") on the Gr. floor of South (Front) side of the proposed newly constructed building and Rs. 2,50,000/- (Two Lacs Fifty Thousands) only by cash out of which Rs. 1,00,000/- (One Lac) only at the time of signing of the MOU and another sum of Rs. 50,000/- (Fifty Thousands) only at the time of registration of this Agreement and Power and another sum of Rs. 1,00,000/- (One Lac) only at the time of giving possession of the owners' allocation.

C) RATNA DAS :

One Flat having a covered area of 400 Sq. Ft. on the 4th floor on the Middle portion of the proposed building.

D) RUMA ROY :

One Flat having a covered area of 400 Sq. Ft. on the 4th floor on the North- West (back) side of the proposed building.

E) RUBY MANDAL :

One Flat having a covered area of 400 Sq. Ft. on the 4th floor on the North – East (back) side of the proposed building.

1.10 DEVELOPER'S SHARE – shall mean the rest constructed area of the proposed multi- storied building (G+4) including proportionate share of stair lobby and common spaces and facilities, except the Owners'

7.

allocation with reference to the consideration of this Agreement and the Developer is entitled to appropriate the sale proceeds in respect of her share.

- 1.11 TRANSFER** with its grammatical variation shall mean as transfer of undivided proportionate share of land in multi storied building to purchaser thereof by execution and registering Deed or Deed of Conveyance in accordance with the provisions of law in this behalf by the Owners in favour of the purchaser on receipt of consideration .
- 1.12 TRANSFEREE** shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.
- 1.13** The word singular shall include plural and vice versa.
- 1.14** Sanctioned plan shall mean and include the new building plan to be sanctioned by the authority of Panihati Municipality.

ARTICLE - II COMMENCEMENT

- 2.1 This Agreement shall be deemed to have commenced on and from the date of execution of these presents.

ARTICLE - III OWNERS' RIGHT AND REPRESENTATIONS


- 3.1 That excepting the Owners nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.
- 3.2 The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.
- 3.3 The landed property is free from all encumbrances, charges liens, lispendence, attachments, trusts whatsoever or howsoever.
- 3.4 There is no excess vacant land in the said property within the meaning of the urban Land Ceiling and Regulations Act. 1976

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

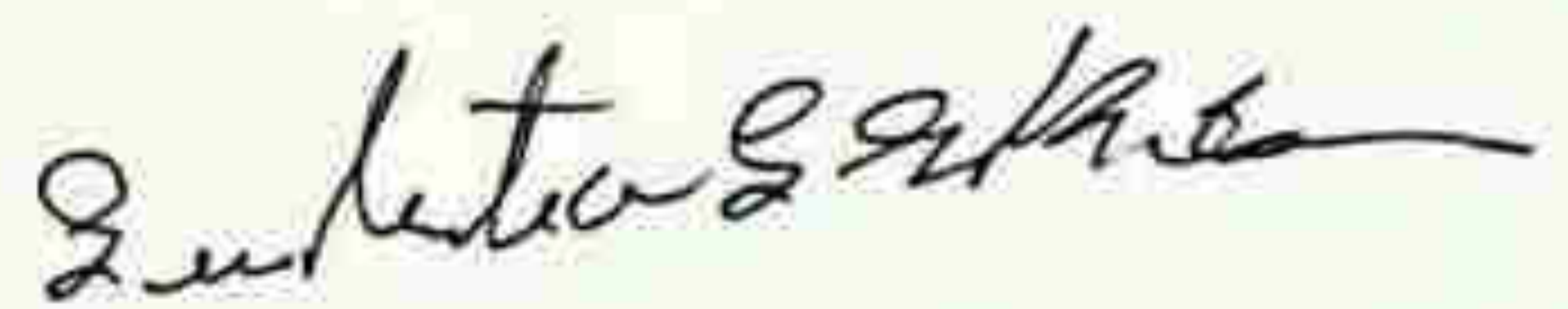
SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

WITNESSES :

1.  Advocate
Banarajpore Court.
24 Pgs (N)
2. Souvik Sankar
83, seti colony
24 Pgs (N)

Tarak Nath Sankar



Ratan Das

RUMA ROY

Ruby Mahanta

SIGNATURE OF THE OWNERS

RAMAWATI CONSTRUCTION

Rita Gupta

Proprietor


SIGNATURE OF THE DEVELOPER

RECEIVED of and from the within named Developer within mentioned sum of Rs. 1,50,000/- (Rupees One Lack Fifty Thousands) only by cash/^{cheque} on different dates.

1. By cheque NO. 000260 on KVB, Dakshineswar Br. dated 1.10.2016 amounting to Rs. 1,00,000/=

2. By cheque NO. 000118 on KVB, Dakshineswar Br. dated 26.10.2016 amounting to Rs. 50,000/=

WITNESSES: Com Lac Fifty thousands) Rs. Total = Rs. 1,50,000/=

1.  Advocate

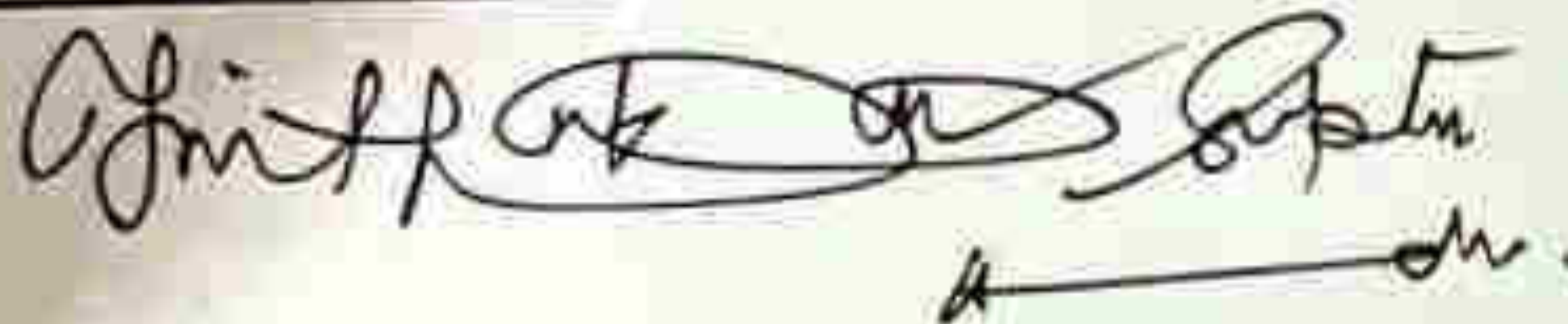


SIGNATURE OF THE LAND-OWNER
SRI SUBRATA SARKAR

2. Souvik Sankar

DRAFTED & PREPARED











IN MY OFFICE :-

 Advocate

TIRTHANKAR GUPTA
Advocate.
Barrackpore Court.
North 24 Parganas.
Enroll. No. F-635/ 644 of 1990.

ORDER RULE 44A OF THE I.R. ACT 1908

Name... Tarak Nath Sarkar

LITTLE	RING	MIDDLE	FORE	THUMB
				
THUMB	FORE	MIDDLE	RING	LITTLE
				



Tarak Nath Sarkar

ডান হাত

Tarak Nath Sarkar
Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name... Surbanta G. Das

LITTLE	RING	MIDDLE	FORE	THUMB
				
THUMB	FORE	MIDDLE	RING	LITTLE
				



Surbanta G. Das

ডান হাত

All the above fingerprints are of the above named person and attested by the said person

Surbanta G. Das
Signature of the Presentant

(3) Name... Ratna Das

LITTLE	RING	MIDDLE	FORE	THUMB
				
THUMB	FORE	MIDDLE	RING	LITTLE
				



ডান হাত

SIGNATURE - Ratna Das

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name Ruma Roy

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RUMARoy

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name Ruby Mahal

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



All the above fingerprints are of the above named person and attested by the said person.

Ruby Mahal

Signature of the Presentant

(3) Name Rita Gupta

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



SIGNATURE: Rita Gupta

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

TARAK NATH SARKAR
PRAFULLA KUMAR SARKAR
01/01/1958
Permanent Account Number
AVYPS2414B

Signature



✓ Tarak Nath Sarkar

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2016, Page from 171959 to 171997

being No 152405843 for the year 2016.

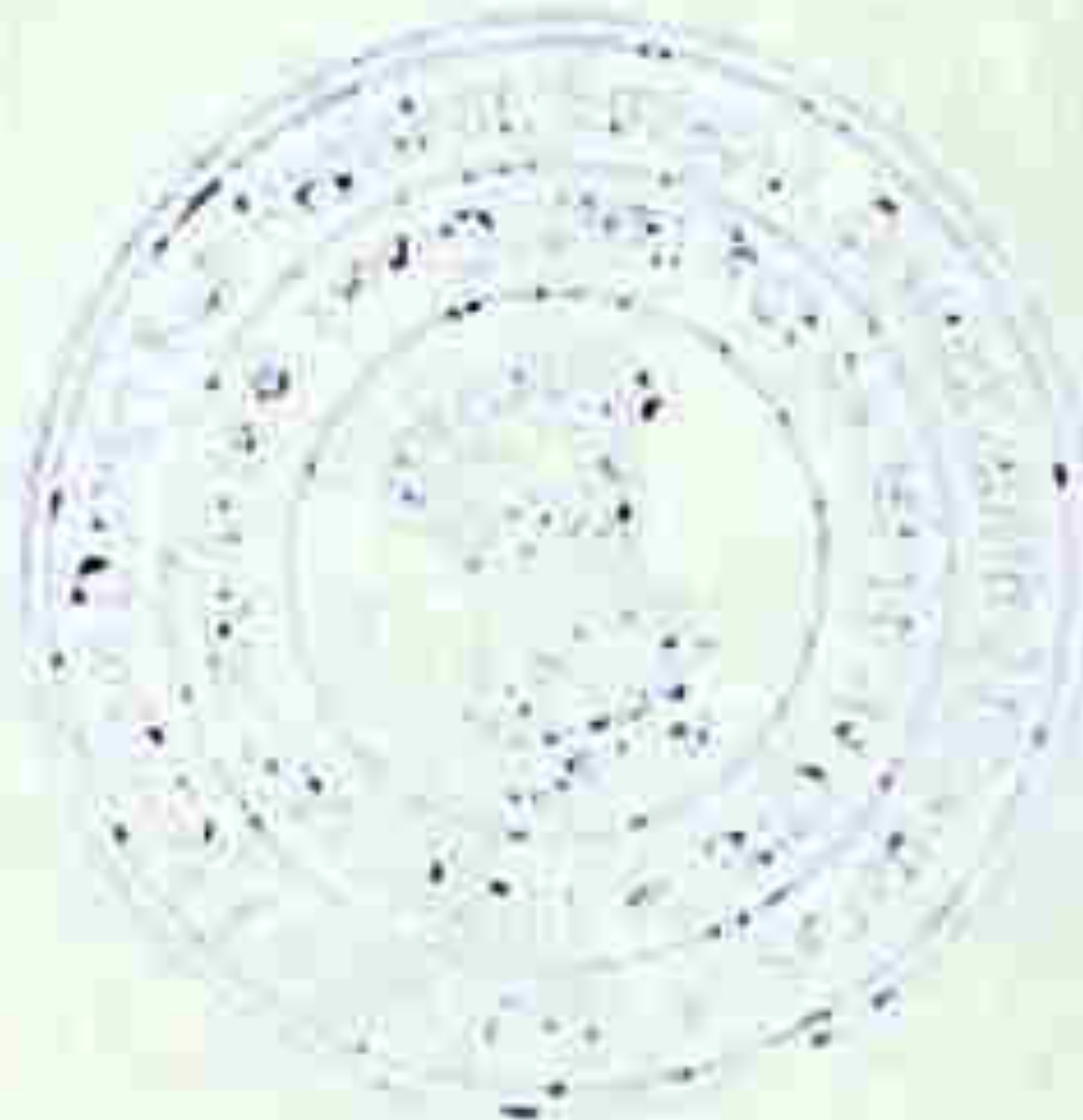


Digitally signed by MAITREYEE GHOSH
Date: 2016.11.04 14:43:40 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh

(Maitreyee Ghosh) 04-11-2016 14:43:39
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

(This document is digitally signed.)





Office of the Municipal Councilors of Panihati.
Panihati , 24 Parganas (N), Pin -700114

Website- WWW. Panihatimunicipality.in

E-mail – panihatimunicipality@yahoo.co.in

Phone – 2553 -2909, 2569-4457 Fax-033-2553-1487

No. PM/P.W.D./ Building Section/ 2020 -21 /34

Dated. 16 MAR 2021

To

Tarak nath Sarkar & others.
Seth Colony. Kol - 700114

Sub: Grant of occupancy certificate / Completion certificate under Sub- Rule (2) of
Rul-34, Building Holding No ..69 .. Ward No... 13 ...

Sir,

With reference to your Notice of completion dated...22.05.2019. I hereby certify that the building as per description below on R.S. Dag No.. 613(P)Holding No.. 69Ward No... 13 ...On ... Seth Colony .. in respect of which plans were sanctioned vide Sanction No. 436 SPL ,dated 12 Oct. 2018.....has been inspected with reference to the provision of the Building Rules, under West Bengal Municipal Act.1993 and is certified to be fit for occupation.

Type of
Building Plan

1. (G+4) Type Plan


S.A.E

Panihati Municipality

Sub Assistant Engineer
Panihati Municipality


Asst. Engineer
Panihati Municipality

Asst. Engineer
Panihati Municipality

Yours Faithfully

Executive officer
Panihati Municipality

Executive Officer
Panihati Municipality

2024

I-02776/2018



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

D 652730

D 652730

Particulars of the document is admitted to registration. The signature sheet / sheets & the endorsement sheet / sheets attached with this document are the part of this document.

Additional District Registrar
Sodepur, North 24-Parganas
1 MAY 2018

**DEVELOPMENT AGREEMENT BETWEEN
LAND - OWNERS AND DEVELOPER**

THIS MEMORANDUM OF AGREEMENT is executed this the 11th day of May, Two Thousand and Eighteen (2018) in the Christian Era.

BETWEEN

8
11.5.18
D-0-746131/18

8105

স্মারক নং: 1048 তারিখ: 07/05/18
মূল্য: 3000/-
ক্রয়: T. Gupta, Adv
স্থানাঙ্ক: B.K.P. Cant, 24 Pgs (N)
ভেদার: Koushik Das
লাইসেন্স প্রাপ্ত স্ট্যাম্প ভেদার:
কাশিপুর দয়দয় এ.ডি.এস. তার অফিস



ভেদারের নাম - রঞ্জিতা পাল
স্ট্যাম্পের নাম :- ব্যারাকপুর
টি ডি নং :- 07 MAY 2018
স্ট্যাম্প বরিশের তারিখ
এ টি. ডি. নং মোট কত টাকা 650000
স্ট্যাম্প বরিশ কত হইয়াছে: 0875000



Additional District Sub-Registrar
Sodepur, North 24-Parganas

11 MAY 2018

Identified by,
Arajit Dutta
S/O. Ashoke Dutta
Of 24/42, A.K. Mukherjee Road,
P.O. Noapara, P.S. Baranagar,
Kolkata - 700090, 24 Pgs (N)
Occupation - Service.

2.

(1) **MS. SIPRA DAS (PAN. BGCPD5796B)**, daughter of Late Ajit Das, by occupation- House wife, (2) **SRI MRINAL KANTI MAJUMDER (PAN. AENPM0720J)**, son of Late Indu Bhusan Majumder, by occupation- Service, (3) **SRI AMITAVA MAJUMDER (PAN. BNFPM5389F)**, Son of Sri Mrinal Kanti Majumder, by occupation- Service & (4) **MS. CHANDANA DAS (PAN. BAEPD5973J)**, daughter of Late Ajit Das, by occupation- House wife, all are by faith- Hindu, by Nationality- Indian, all are the residents of Nagendra Nath Mukherjee Road, P.O. Panihati, P.S. Khardah, Kolkata- 700114, District- North 24 Parganas, hereinafter jointly called the **LAND-OWNERS** (Which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representatives administrators and assigns) of the **ONE PART.**

AND

"RAMAWATI CONSTRUCTION" (PAN. AROPG1782A), a Proprietorship Business, having its office address at 5, Kumud Ghoshal Road, P. S. Belghoria, P. O. Ariadaha, Kolkata- 700057, District - North 24 Parganas represented by its proprietress, **MRS. RITA GUPTA (PAN. AROPG1782A)**, wife of Mr. Madan Mohan Gupta, by occupation- Business, by faith – Hindu, by Nationality- Indian, residing at **SHREE PANCHAMI APARTMENT, 2, M. B. Road, P. O. & P. S. Belghoria, Kolkata- 700056, District - 24 Parganas (North)** hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

WHEREAS One, Kalpana Rani Das, since deceased was the absolute owner of ALL THAT piece and parcel of landed property nature in bastu, measuring .06 Satak, equal to 3 Katha 10 chattack 08 sq.ft. more or less along with a structure standing thereon being Premises Nagendra Nath Mukherjee Road,



Additional District Sub-Registrar
Sodepur, North 24-Parganas

51 MAY 2018

P.O. Panihati, P.S. Khardah, Kolkata- 700114, under 24 Parganas, North at Mouza – Panihati, J.L. No. 10, R.S. No. 32, Touzi No. 155, Khatian No. 48 comprised of Dag No. 3422 under Ward No. 6, Holding No. 121 of Panihati Municipality, particularly described in the schedule hereunder written and hereinafter for the sake of brevity referred to as the SAID PROPERTY which she purchased from Smt. Bela Rani Majumder during his lifetime by virtue of a Deed of Sale (saf bokroy kobala), duly registered at Sub- Registrar, Barrackpore 24 Parganas and entered in Book No. 1, Volume No. 59, Pages between 83 to 87, Being No. 3716 for the year 1975 and while enjoying the same free from all sorts of encumbrances and charges said Kalpana Rani Das died intestate on 2.10.2014 and his husband, Ajit Das also died on 4.10.2007, before the death of said Kalpana Rani Das (one of their married daughters, Archana Majumder died intestate on 14.03.2004, leaving behind his husband, Sri Mrinal Kanti Majumder and one son, Amitava Majumder, the owners No. 2 and 3, herein as her legal heirs and successors), leaving behind themselves, **MS. SIPRA DAS, SRI MRINAL KANTI MAJUMDER, SRI AMITAVA MAJUMDER, SRI BIPLAB DAS & MS. CHANDANA DAS** who inherited the aforesaid property left by said Kalpana Rani Das, since deceased and since thereafter they have been enjoying the same free from all sorts of encumbrances and charges.

AND WHEREAS while enjoying the aforesaid property jointly said Biplab Das who was a bachelor died intestate on 16.04.2018, leaving behind him his two sisters, Ms. Sipra Das and Ms. Chandana Das as his legal heirs and successors who inherited the undivided share of their brother, Biplab Das, since deceased as per Law of Hindu Succession Act.

AND WHEREAS thus (1) **MS. SIPRA DAS, (2) SRI MRINAL KANTI MAJUMDER, (3) SRI AMITAVA MAJUMDER & (4) MS. CHANDANA DAS** being the Owners, herein are desirous to develop the said property and to construct a multi storied building (G+4) with lift facility on the said property, but

could not do it themselves and the Developer knowing the intention of the Owners approached to the said Owners to authorize her to develop the said property and to construct a multi storied building on the said property to which the Owners agreed thereto.

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

Unless in these presents it is repugnant to or inconsistent the following words and/or expression shall mean as hereinafter mentioned.

- 1.1 **OWNERS** shall mean (1) **MS. SIPRA DAS**, (2) **SRI MRINAL KANTI MAJUMDER**, (3) **SRI AMITAVA MAJUMDER** & (4) **MS. CHANDANA DAS**, the above Owners/Land-Owners and their respective heirs executors, administrators, legal representatives and assigns .
- 1.2 **DEVELOPER** shall mean "**RAMAWATI CONSTRUCTION**", a Proprietorship Business being represented by it's proprietress, **MRS. RITA GUPTA**, the above named Developer or any company formed by the above named Developer with having respective offices and license as would be required for such company and its successors in office.
- 1.3 **THE PROPERTY** shall mean ALL THAT piece and parcel of bastu land, measuring 3 Katha 10 chattack 08 sq.ft. more or less along with a structure standing thereon being Premises Nagendra Nath Mukherjee Road, P.O. Panihati, P.S. Khardah, Kolkata- 700114 under North 24 Parganas, as more fully and particularly described in the schedule hereunder written.
- 1.4 **THE BUILDING** shall mean the multi storied building (G+4) with lift facility to be constructed on the said property and/or property in accordance with the building plan to be sanctioned by the authority of Panihati Municipality at the cost of the Developer.
- 1.5 **THE UNIT** shall mean the partly or wholly constructed flat/ apartment shop room in the building (which is agreed to be proportionate share in

5.

common portion of the said property and structure whatsoever as the case may be.

- 1.6 PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY** shall mean the area between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owners /landlords .
- 1.7 THE COMMON PORTION** shall mean and include the common portions to be mean and erected for convenience of the intending purchaser/s and/or lawful occupiers.
- 1.8 THE ARCHITECT** shall mean such Architect or Architectures appointed by the Developer, Architect for the building or such other architect or Architects of the building as may be appointed by the Developer and the cost of which will be borne by the Developer.
- 1.9 THE ADVOCATE** shall mean Tirthankar Gupta who is appointed for this project.
- 1.10 SALEABLE SPACE** shall mean the space in the full building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof.
- 1.11 OWNERS' ALLOCATION :** As a consideration of the said property the Developer will provide Flats, shop etc. on the proposed newly constructed (G+4) storied building with lift facility to the owners and will hand over the same to the owners within the period of 24 (Twenty Four) months from the date of granting of sanctioned building plan which is particularly written hereunder:

1. One Flat measuring a covered area of 475 Sq. Ft. with proportionate share of stair on the back side of 1st floor of the proposed multi-storied building.

2. One Flat measuring a covered area of 525 Sq. Ft. with proportionate share of stair on the back side of First floor of the proposed multi-storied building.
3. One Flat measuring a covered area of 650 Sq. Ft. with proportionate share of stair on the front side of 1st floor of the proposed multi-storied building.
4. One shop room on the South-West corner of Ground floor of the proposed building measuring a super built up area of 100 Sq. Ft.

Besides such allocation the Developer will pay a non-refundable sum of Rs. 13,00,000/- (Thirteen Lacs) only to the Owners out of which an amount of Rs. 2,00,000/- (Two Lacs) only will be given to the Owners at the time of signing this Agreement and the rest amount of Rs. 11,00,000/- (Eleven Lacs) only will be given to the owners at the time of giving possession of the owners' allocation to the owners within 24 (Twenty Four) months from the date of granting sanctioned building plan from the Authority of Panihati Municipality.

DEVELOPER'S SHARE – shall mean the rest constructed area of the proposed multi- storied building including proportionate share of stair lobby and common spaces and lift facilities, except the Owners' allocation with reference to the consideration of this Agreement and the Developer is entitled to appropriate the sale proceeds in respect of her share.

- 1.12 TRANSFER** with its grammatical variation shall mean as transfer of undivided proportionate share of land in multi storied building to purchaser thereof by execution and registering Deed or Deed of Conveyance in accordance with the provisions of law in this behalf by the Owners in favour of the purchaser on receipt of consideration .

7.

1.13 RANSFEREE shall mean the person or persons firm, limited company or association to whom any

1.14 space in the building has been transferred.

1.15 The word singular shall include plural and vice versa.

1.16 Sanctioned plan shall mean and include the new building plan to be sanctioned by the authority of Panihati Municipality.

ARTICLE - II COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced on and from the date of execution of these presents.

ARTICLE - III OWNERS' RIGHT AND REPRESENTATIONS

3.1 That excepting the Owners nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.

3.2 The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.

3.3 The landed property is free from all encumbrances, charges liens, lispendence, attachments, trusts whatsoever or howsoever. There is no excess vacant land in the said property within the meaning of the urban Land Ceiling and Regulations Act. 1976 and the Developer is fully satisfied with the marketable title of the Owners.

3.4 That the total area of the land comprised in the said property is 3 Katha 10 Chattacks 8 Sq. Ft. , be the same a little more or less.

3.5 That the Owners undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the Developer at the time of signing this agreement .

3.6 That the Owners undertake to execute a registered Development power of Attorney in favour of the Developer and the land Owners will give the Developer all the powers required for the purpose of making

such entire construction at her own risk and costs and to negotiate for sale and to enter into agreement for sale and make registration of Conveyances and other documents whatsoever required for the complete building in respect of the Developer's Allocation.

- 3.7 The Owners shall deposit the original Title Deeds and all other related documents to the Developer at the time of execution of this Agreement which will be returned to the Association/Owners after completion of the building.

ARTICLE - IV DEVELOPER'S RIGHT

That on the power and by virtue of this agreement the Developer is hereby empowered to raise the construction at the above mentioned property investing it's own finance and resources and undertakes to erect the said building as per the sanctioned building plan from the Authority of Panihati Municipality.

- 4.1 That the Developer is hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval of the Panihati Municipality and entire cost shall be borne by the Developer alone.
- 4.2 The Developer shall be entitled to appoint it's own labour masons contractor building Engineer Architect as necessary arising out of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Developer and all the risk and liabilities together with all responsibilities shall remain with Developer and the Developer will be liable or responsible for any debts payments misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completion and hand over to the prospective purchasers. But the Land-Owners will have no responsibilities in this regard.

- 4.3 The Developer for the purpose of raising the said construction shall have her absolute right to enter into any Agreement for sale of flats and apartments in respect of the complete building as mentioned above and to that effect and shall be entitled to receive earnest money from the intending purchaser or purchasers together with all advance thereof but at all material times the Owners shall not be liable for such advances or earnest money. That the said earnest money accepted by the Developer shall remain charges only with the Developer .

ARTICLE - V : TIME

- 5.1 The Developer shall complete the said building within 24 (Twenty Four) months from the date obtaining sanctioned plan from the Authority of Panihati Municipality and will handover the Owners' allocation as above within 24 (Twenty Four) months from the date of obtaining sanctioned plan from the Authority of Panihati Municipality.

ARTICLE-VI : DEVELOPER'S RIGHT AND REPRESENTATIONS:-

The Developer hereby undertakes and will take all the responsibility to get the plan sanctioned form the Authority of Panihati Municipality and start construction of the building and to complete the whole building within 24 months from the date of sanctioned plan.

- 6.1 To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission form the authority/authorities concerned.
- 6.2 To bear all costs charges and expenses for construction of the building at the said premises.

ARTICLE VII : PROCEDURE

7.1 The Owners shall grant to the Developer a Development power of Attorney as may be required for the purpose to submit the building plan obtaining the sanctioned of the plan from the Municipality and all other necessary permission from the different authorities in connection

with the construction of the building and also from pursuing to follow up the matter with the statutory body and other authorities to negotiate for sale enter into agreement for sale and receive consideration money from the intending purchaser/s and make registration deed and document whatsoever required of her portion.

7.2. NOTWITHSTANDING granting of power of Attorney by the Owners in favour of the Developer no action of the Developer under this power of Attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the Owners.

ARTICLE VIII : CONSTRUCTION :

8. 1.The developer shall be solely and exclusively responsible for construction of the said building .

ARTICLE IX: BUILDING :

9. 1.The Developer shall at it's own costs construct erect and complete in all respects of the said multistoried building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.

9.2. The Developer shall bear the entire costs of construction including Architects fees and fees for building plan to be sanctioned from Panihati Municipality without creating any financial or other liabilities on the Owners regarding the construction .

ARTICLE X : COMMON FACILITIES :

10.1 The Developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of taking the possession of the schedule property within the stipulated from the Owners.

10.2. After completion of the entire construction and handing over the possession of the Owners' Allocation to the Owners, the Developer and the owners will bear the cost of common facilities and

WALL PUTTY :

Internal surface of walls and ceilings shall be covered with a layer of wall putty inside.

Outside colour of window grill, door, grill.

FITTINGS FIXTURES AND ACCESSORIES :-

Toilet : White Pan, with cistern, bib cock, shower,

Dining : wash hand basin, towel ring.

W.C. : European commode / Indian / Ablution Tap.

Lift facility will be provided.

NOTE :

Extra charges will be given for additional work in advance such as Alcob, Loft, Balcony grill covering etc.

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

SIGNED, SEALED AND DELIVERED**IN THE PRESENCE OF****WITNESSES :**

1. *[Signature]*
A Advocate
Barakpore Cant. & G.S.C.V.

2. *[Signature]*
24/42, A. K. Mukherjee Rd.
KOL-90

[Signature]
Sipra Das

[Signature]
Mriemal Banti Majumder.

[Signature]
Amritara Majumder

[Signature]
Chandana Das.

SIGNATURE OF THE OWNERS

RAMAWATI CONSTRUCTION

[Signature]
Rita Gupta

Proprietor

SIGNATURE OF THE DEVELOPER

18.

RECEIVED of and from the within named Developer within mentioned sum of Rs. 2,00,000/- (Rupees Two Lacks) only as per memo of consideration below :

MEMO OF CONSIDERATION

1. By cheque No. 000243 on KVB, Dakshineswar, dt. 4.8.2017 = Rs. 1,50,000/-
2. By cheque No. 00024 on KVB, Dakshineswar, dt. 4.8.2017 = Rs. 50,000/-

TOTAL : Rs. 2,00,000/-

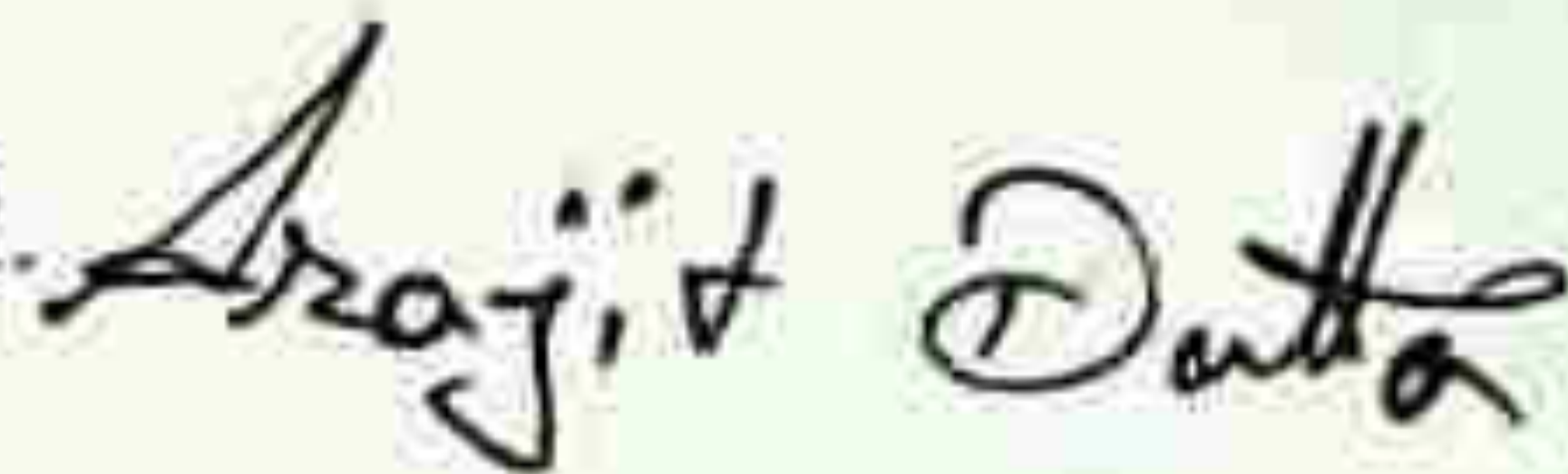
(Rupees Two Lacs) only.

WITNESSES :

1.  Anirudh Gupta
Advocate

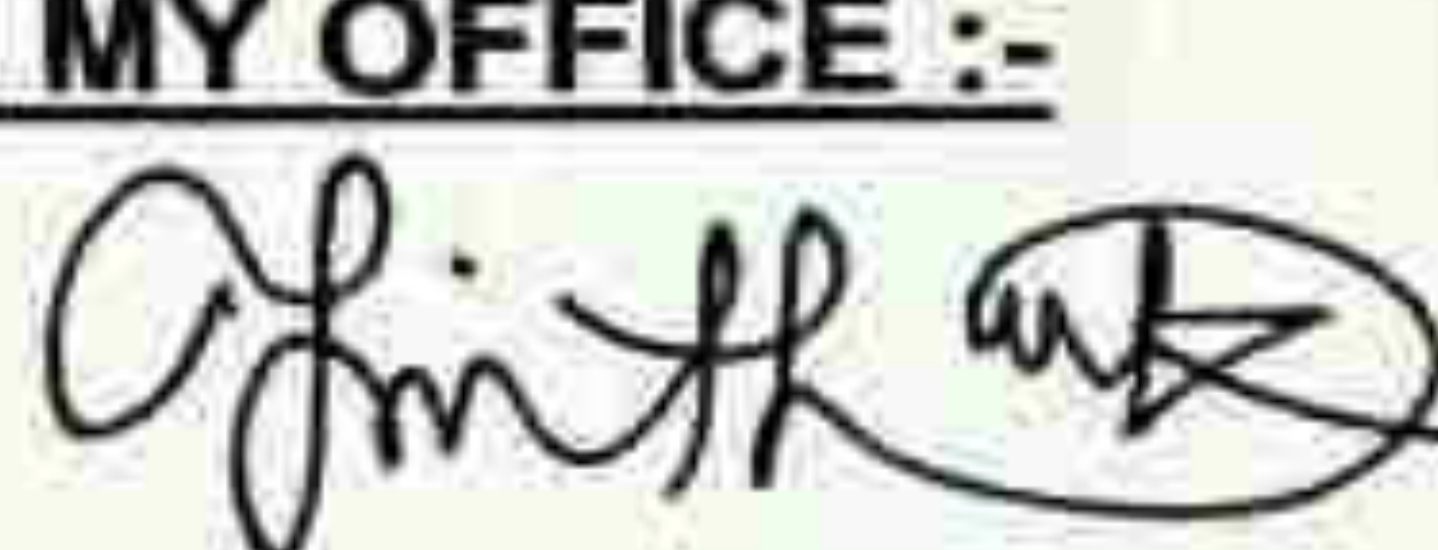
Sipra Das
Mrinal Kanti Majumder
Amitava Majumder
Chandana Das

SIGNATURE OF THE LAND-OWNERS

2.  Arajit Dutta

DRAFTED & PREPARED

IN MY OFFICE :-

 Anirudh Gupta
Advocate







TIRTHANKAR GUPTA.
Advocate.

Barrackpore Court.
North 24 Parganas.
Enroll. No. F-635/ 644 of 1990.

SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the Executants / Presentants					
 <i>Sijra Das</i> Sijra Das	Little	(Left Hand)		Fore	Thumb
					
	Thumb	(Right Hand)		Ring	Little
					
 <i>Mrinal Kanti Majumdar</i> Mrinal Kanti Majumdar	Little	(Left Hand)		Fore	Thumb
					
	Thumb	(Right Hand)		Ring	Little
					
 <i>Amitava Majumdar</i> Amitava Majumdar	Little	(Left Hand)		Fore	Thumb
					
	Thumb	(Right Hand)		Ring	Little
					

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
	 Chandana Das Chandana Das	Little	Ring Middle (Left Hand)		Fore	Thumb
						
		Thumb	Fore Middle (Right Hand)		Ring	Little
						
	 Rita Gupta Rita Gupta	Little	Ring Middle (Left Hand)		Fore	Thumb
						
		Thumb	Fore Middle (Right Hand)		Ring	Little
						
		Little	Ring Middle (Left Hand)		Fore	Thumb
		Thumb	Fore Middle (Right Hand)		Ring	Little

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SIPRA DAS

AJIT DAS

25/02/1955

Permanent Account Number

BGCPD5796B

Sipra Das

Signature



21082012

Sipra Das

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

CHANDANA DAS

AJIT DAS

01/01/1976

Permanent Account Number

BAEPD5973J

Chandana Das

Signature



02022011

Chandana Das.

इस कार्ड के खोने / पाने पर कृपया सूचित करें / सीटिए
आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंजिल, सफायर चेंबरस,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुना - 411 045

If this card is lost / someone's lost card is found,
please inform / return to :

Income Tax PAN Services Unit, NSDL
3rd Floor, Supplire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1524-2018, Page from 89643 to 89677
being No 152402776 for the year 2018.



Digitally signed by Maitreyee Ghosh
Date: 2018.05.21 14:05:44 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh

(Maitreyee Ghosh) 21-05-2018 14:01:56
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.



(This document is digitally signed.)



Office of the Municipal Councilors of Panihati.

Panihati , 24 Parganas (N), Pin -700114

Website- WWW. Panihatimunicipality.in

E-mail – panihatimunicipality@yahoo.co.in

Phone – 2553 -2909, 2569-4457 Fax-033-2553-1487



No. PM/P.W.D./ Building Section/ 2022-23/59

Dated – 16 NOV 2022

To

Sipra Das, Chandana Das, Biplab Das & ors.
N.N.Mukherjee Road .

Sub: Grant of occupancy certificate / Completion certificate under Sub- Rule (2) of
Rul-34, Building Holding No...121 Ward No... 06

Sir,

With reference to your Notice of completion dated...17.01.2020. I hereby certify that the building as per description below on Dag No.. 3422Holding No.. 121Ward No... 06 ...On . N.N.Mukherjee road ... in respect of which plans were sanctioned vide Sanction No. 522(SPL) ,Dated 05.02.2019has been inspected with reference to the provision of the Building Rules, under West Bengal Municipal Act.1993 and is certified to be fit for occupation.

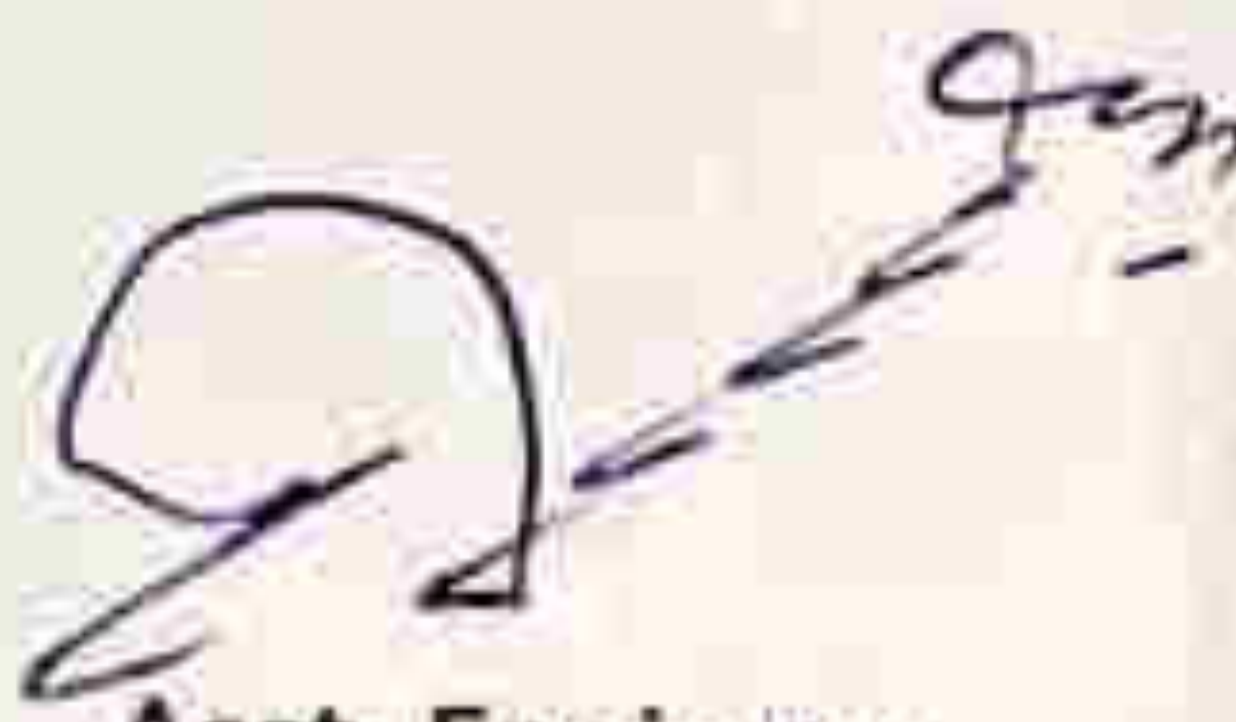
Type of
Building Plan

1. G+4 Type Plan


S.A.E
16/11/22

Panihati Municipality

Sub Assistant Engineer
Panihati Municipality



Asst. Engineer
Panihati Municipality

Asstt. Engineer
Panihati Municipality

Yours Faithfully



Chairman
Panihati Municipality

CHAIRMAN
PANIHATI MUNICIPALITY

1125/2019

I-01039/2019



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 286570

Q-11-51056/19

Documents submitted to registration. The signature sheet / sheets & the endorsement sheet / sheets attached with this document are the part of this document.

Additional District Sub-Registrar
Sodepur, North 24-Parganas

2 FEB 2019

DEVELOPMENT POWER OF ATTORNEY

(AFTER EXECUTION OF REGISTERED DEVELOPMENT AGREEMENT)

BE IT KNOWN TO ALL CONCERNED That We, (1) SMT. CHAPALATA GUPTA (PAN. CMZPG3331B), wife of Late Jagadish Chandra Gupta, by occupation- House wife, (2) MR. ASHOK KANTI GUPTA (PAN. ASUPG1157G), son of Late Jagadish Chandra Gupta, by occupation -

ক্রমিক নং: 100
 মূল্য: ISM Halda
 জেলা: Burdwan
 ঠিকানা: Rangitpur
 ভেঙার: লাইসেন্স
 কাশিপুর দমক

ভেঙার: বাজার পাল
 ট্রেজারির নাম: ব্যাংক

টি ডি নং: 18 FEB 2019
 স্টাম্প খরিশের তারিখ: 29
 টি ডি. নং মোট: 0000
 স্টাম্প খরিশ করা হয়েছে



Additional District Sub-Registrar
 Sodepur, North 24-Parganas
 22 FEB 2019

Identified by,
 Aronjit Dutta

S/O, Ashoke Dutta
 of 24/42, A. K. Mukherjee Rd.
 P.O. Noulpara, P.S. Baranagar,
 Kolkata - 700090, 24 Pgs (N).
 Occupation - Service.

Service, (3) **MR. ASHISH GUPTA (PAN. BLTPG3423J)**, son of Late Jagadish Chandra Gupta, by occupation- Service, (4) **MR. BAPI GUPTA (PAN. BZGPG5645H)**, son of Late Jagadish Chandra Gupta, by occupation- Service, (5) **MRS. RITA DAS (PAN. DOLPD2941K)**, wife of Mr. Ranadhir Das & daughter of Late Jagadish Chandra Gupta, by occupation- - House wife, (6) **MRS. RINA DAS (PAN. CWVPD4569A)**, wife of Late Tarak Chandra Das, daughter of Late Jagadish Chandra Gupta, by occupation- House wife, (7) **MRS. REBA CHOWDHURY (PAN. BQVPC7461B)**, wife of Mr. Snehendu Bikash Chaudhuri & daughter of Late Jagadish Chandra Gupta, by occupation- House wife, (8) **MRS. BANI NAG (PAN. AMXPN3038J)**, wife of Mr. Tapan Nag & daughter of Late Jagadish Chandra Gupta, by occupation- House wife, (9) **MRS. RUMA DAS (PAN. DLJPD0745J)**, wife of Mr. Tapan Das & daughter of Late Jagadish Chandra Gupta, by occupation- House wife, all are by faith- Hindu, By Nationality- Indian, all are the permanent residents of 111, Sahid Colony, P.O. Panihati, P.S. Khardah, Kolkata- 700114, District- North 24 Parganas, hereinafter jointly called as the "**LAND OWNERS**" who have entered into a Registered Development Agreement on 22.2.2019 duly registered at A. D. S. R. Sodepur, 24 Parganas (North), bearing Deed No.1028 for the year 2019 with "**RAMAWATI CONSTRUCTION**", a Proprietorship Business, having it's office address at 5, Kumud Ghoshal Road, P. S. Belghoria, P. O. Ariadaha, Kolkata- 700057, District - North 24 Parganas, represented by it's proprietress, **MRS. RITA GUPTA (PAN. AROPG1782A)**, wife of Mr. Madan Mohan Gupta, by occupation- Business, by faith - Hindu, by Nationality- Indian, residing at SHREE PANCHAMI APARTMENT, 2, M. B. Road, P. O. & P. S. - Belghoria, Kolkata- 700056, District - 24 Parganas (North), in respect of our landed property mentioned in the schedule hereunder for development of the same by raising construction of a multi-storied (G+4) building with lift in accordance with the building plan to be approved by the Authority of Panihati Municipality under certain terms and conditions mentioned in the said Development Agreement.

Bani Nag



Additional District Sub-Registrar
Sodepur, North 24-Parganas

12 FEB 2019

WHEREAS We, the Land-Owners, herein are the absolute owners in respect of **ALL THAT** piece and parcel of Bastu land measuring 3 Katha 00 Chattack 00 Sq. Ft. more or less along with old R.T. Shed structure of cement floor covering an area of 600 Sq. Ft. more or less standing thereon situated at Mouza- Panihati, J.L. No. 10 comprised of C.S./R.S. Dag No. 1533, S.P. No. 51, Ward No. 13, Holding No. 161, Being Premises No. 111, Sahid Colony, P.S. Khardah, Kolkata- 700114 under Panihati Municipality, A.D.S.R. Sodepur in the District of North 24 Parganas, particularly described in the schedule hereunder written and hereinafter for the sake of brevity referred to as the **SAID PROPERTY** free from all encumbrances, charges liens, attachments, lispendences, whatsoever.

AND WHEREAS in pursuant of the said Agreement between us, We will handover the vacant and peaceful possession of the aforesaid landed property to "**RAMAWATI CONSTRUCTION**", a Proprietorship Business, having it's office address at 5, Kumud Ghoshal Road, P. S. Belghoria, P. O. Ariadaha, Kolkata- 700057, District - North 24 Parganas represented by it's proprietress, **MRS. RITA GUPTA**, wife of Mr. Madan Mohan Gupta, by occupation- Business, by faith – Hindu, by Nationality- Indian, residing at **SHREE PANCHAMI APARTMENT**, 2, M. B. Road, P. O. and P. S.- Belghoria, Kolkata- 700056, District - 24 Parganas (North), and the said Developer will develop the said land after demolishing the existing structure standing thereon as mentioned in the schedule below by making construction of building as per sanctioned building plan to be approved by the Authority of Panihati Municipality and except our Allocation i.e. the Owners' Allocation as per the said Development Agreement, rest of the building, i.e Developer's Allocation to be constructed thereon will be sold to the intending purchaser/s according to the choice of our Developer.



Additional District Sub-Registrar
Sodepur, North 24-Parganas

7 2 FEB 2019

AND WHEREAS We are sufficiently entitled to the said landed property as mentioned in the Schedule hereunder as we have absolute right, title and interest in the said property and have absolute Authority to appoint our Constituted Attorney to act on our behalf for development as aforesaid in respect of under mentioned schedule property.

AND WHEREAS We are engaged with our multifarious works and for our convenience it becomes necessary for us to appoint to "**RAMAWATI CONSTRUCTION**", a Proprietorship Business, having its office address at 5, Kumud Ghoshal Road, P. S. Belghoria, P. O. Ariadaha, Kolkata- 700057, District - North 24 Parganas represented by its proprietress, **MRS. RITA GUPTA (PAN. AROPG1782A)**, wife of Mr. Madan Mohan Gupta, by occupation- Business, by faith - Hindu, by Nationality- Indian, residing at **SHREE PANCHAMI APARTMENT, 2, M. B. Road, P. O. & P. S. Belghoria, Kolkata- 700056, District - 24 Parganas (North)** to act for us and in our names on our behalf and to execute, exercise and perform all and every acts, deeds matters and things as mentioned hereunder follows:-

1. To enter into hold and defend possess of the said land and every part thereof and also to manage, maintain and administer the said land and every part thereof and to look after the said land and to control all the areas for the Development of the said land and construction of a multi- storied building (G+4) with lift thereon as per sanctioned building plan to be approved by concerned Authority.
2. To sign, execute and submit all development plans, documents, statements, papers, undertaking declarations as may be required for necessary sanction, modification and/or alteration of development plans by the Authority of Panihati Municipality and other appropriate Authorities.
3. To appear and represent us before any necessary Authorities including the Kolkata Metropolitan Authority, Fire Brigade, West- Bengal police, the

competent Authority under the Urban Land Ceiling and Regulations Act. 1976 and Government of West- Bengal and Authority of Panihati Municipality in connection with the sanction, modification and/or alteration of Development plans etc. of the aforesaid land.

4. To pay fees, obtain, sanction, modification and such other order and permissions from the necessary Authorities as to expedient for sanction, modification and/or alterations and development plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary Authorities and to appoint Engineer, Architect and other agents and sub-contractors for the aforesaid purpose as the said Attorney shall think fit and proper.

5. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the development plans to any Authority or Authorities.

6. To develop the said premises by making construction of such type of building thereon legally as the said Attorney may think fit and proper and for that purpose to take down demolish and/or remove any house, building and/or structure of whatsoever nature on the said premises, as our said Attorney shall think fit and proper.

7. To apply for and obtain electric, gas, water, sewerage, drainage, telephone or other connection or any other utility to the said premises and/or to make alteration therein and to close down and/or have disconnect the name and for that purpose for sign, 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 our said Attorney.

8. To apply for and obtain building materials from the concerning Authorities for construction of the building and to clear all the said dues on the said premises as aforesaid.

9. To utility or shift or have connected the existing electricity connection if any in the said premises in such manner as our said Attorney may think fit and proper.

10. To apply all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or any part thereof and similarly to receive all incoming receivable for and on account of the said premises or any part thereof including the rent and/or license fees from the occupants thereof, if any.

11. To appear and represent me before all Authorities for fixation and/or finalization of the normal valuation of the said premises and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.

12. To negotiate with others for sale of the flats, floor, units and other spaces in the proposed building on the said premises along with proportionate share of land except the proportionate share which will be kept reserved for us which will be shown to us in the plan as per said Agreement Deed at any terms and conditions as the said Attorney may deem fit and proper.

13. To collect the advance or part payment or full consideration from the intending purchasers of flats, units and other spaces along with the proportionate share of land on our behalf except the portions which will be kept reserved for us as per said Development Agreement, the said Attorney shall appropriate the sale proceeds.

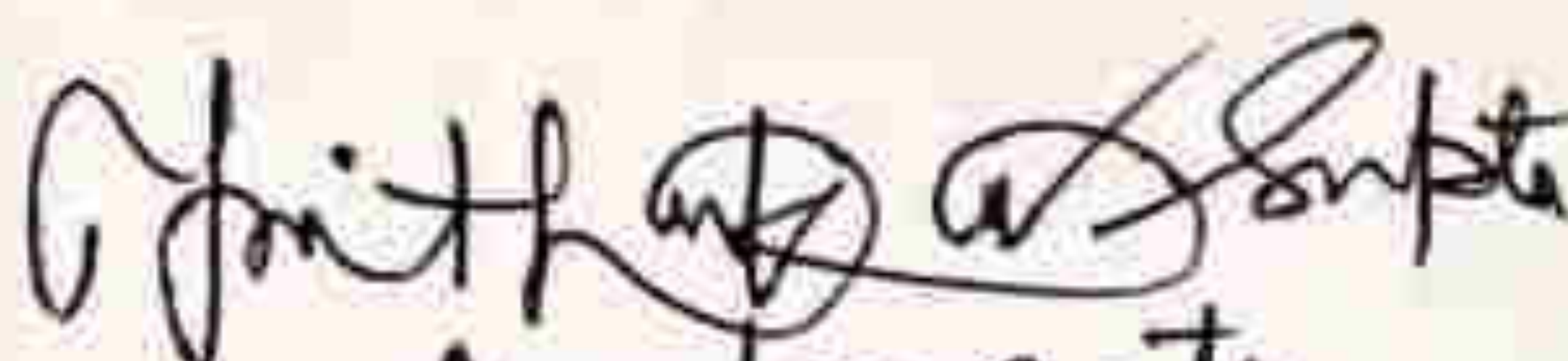
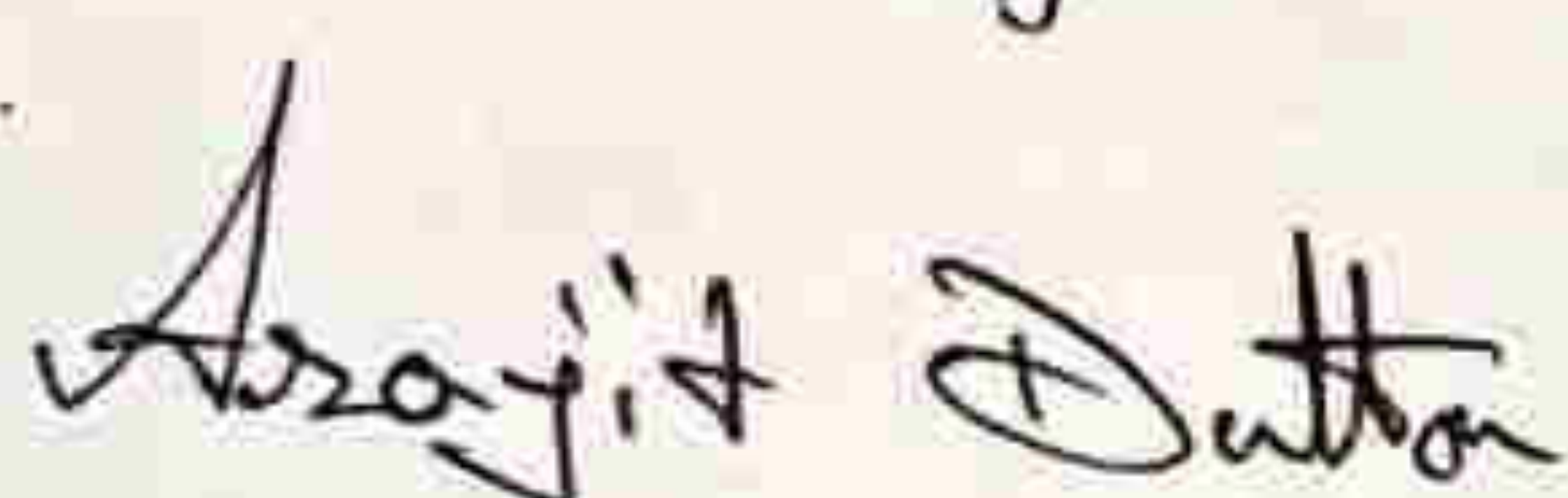
14. To advertise in different newspapers and display hoarding in different places, engage agencies for selling of flats along with proportionate share of land as the said Attorney shall think fit and proper.


15. To file and submit declaration, statements, applications and/or returns to the competent Authority or Authorities in connection of the matters herein contained until the said building is completed and to handover our allocation.

16. To transfer flats of the proposed building along with the proportionate share of land which are lying there at the said allocated portion of the Developer, mentioned in the said Deed of Agreement, represented by our Attorney at our premises or any part thereof on such terms and conditions as our said Attorney shall think fit and proper.

IN WITNESSES WHEREOF We, hereto set and subscribed our respective hands and seals on this Development power of attorney on the 22nd day of February, Two thousand and Nineteen (2019) in the Christian Era.

WITNESSES :

1. 
Anirudh Kumar Gupta
Advocate
Barrackpore Court
24 Pgs (N).
2. 
Arjayit Dutt
24/42, A.K. Mukherjee Road,
KOL-90.


Ashok Kante Gupta

Ashish Gupta

Bapi Kumar
Rula Das.

Rina Das

Raba Choudhury

Bani Nag

Ruma Das

EXECUTANTS

This power is accepted by me.

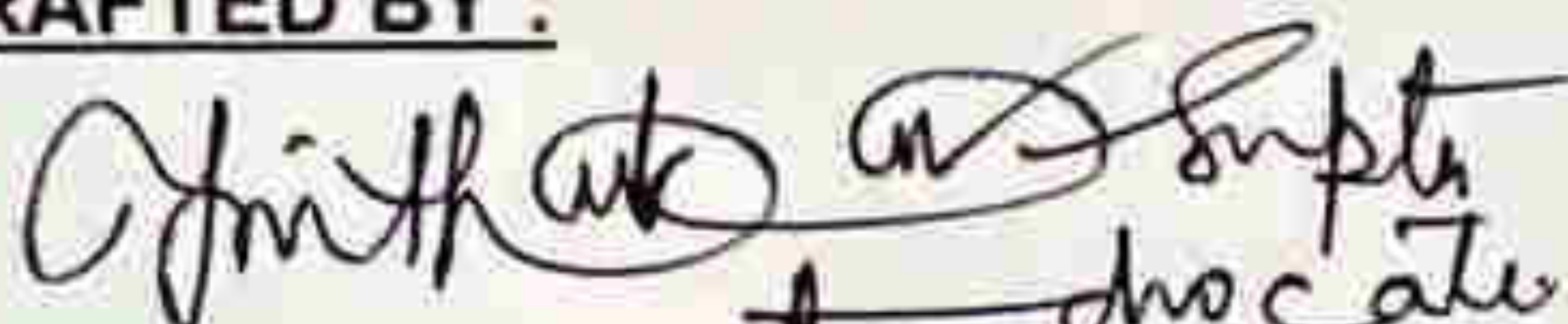
M/S. KAMAWATI CONSTRUCTION

Rita Gupta

Proprietor

SIGNATURE OF THE ATTORNEY

DRAFTED BY :


Tirthankar Gupta
Advocate

TIRTHANKAR GUPTA

Advocate

Barrackpore Court, North 24 Parganas.












Enroll. No. F-635/644 of 1990.

M.-9339430598.

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
	 <i>Handwritten signature</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Handwritten signature</i>					
	 <i>Ashokkanti Gupta</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Ashokkanti Gupta</i>					
	 <i>Ashish Gupta</i>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Ashish Gupta</i>					

SPECIMEN FORM FOR TEN FINGERPRINTS

SI No	Signature of the Executants / Presentants					
 <p>Rita Gupta</p>	<p>Rita Gupta</p>	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						

आयकर विभाग

INCOME TAX DEPARTMENT

ASHOK KANTI GUPTA

JAGADISH CHANDRA GUPTA

19/01/1949

Permanent Account Number

ASUPG1157G

Ashok Kantigupta

Signature



भारत सरकार

GOVT. OF INDIA



26112609

Ashok Kanti Gupta

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2019, Page from 41734 to 41768

Deed No 152401039 for the year 2019.



Digitally signed by INDRADIP GHOSH
Date: 2019.03.07 11:24:23 +05:30
Reason: Digital Signing of Deed.

(Indradip Ghosh) 07-03-2019 11:22:27
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.



(This document is digitally signed)



Office of the Municipal Councilors of Panihati.

Panihati , 24 Parganas (N), Pin -700114

Website- WWW. Panihatimunicipality.in

E-mail – panihatimunicipality@yahoo.co.in

Phone – 2553 -2909, 2569-4457 Fax-033-2553-1487

No. PM/P.W.D./ Building Section/ 2022-23 / 64

Dated – 25 NOV 2022

To

Ashok Ch Sil, Nirmal Ch Sil, Swapan Kr Sil, Sibub, Bimal Biswas & others.
Sahid Colony .

Sub: Grant of occupancy certificate / Completion certificate under Sub- Rule (2) of
Rul-34, Building Holding No... 159 Ward No... 13

Sir,

With reference to your Notice of completion dated... 22.09.2022. I hereby certify that the building as per description below on C.S. & R.S. Dag No.. 1519(P),1533(P),1534(P)Holding No.. 159Ward No... 13 ...On Sahid Colony.... in respect of which plans were sanctioned vide Sanction No. 64 Spl ,Dated 16.07.2021has been inspected with reference to the provision of the Building Rules, under West Bengal Municipal Act.1993 and is certified to be fit for occupation.

Type of
Building Plan

1. G+ 4 Type Plan

S.A.E

Panihati Municipality

Sub Assistant Engineer
Panihati Municipality

Asst. Engineer

Panihati Municipality

Asstt. Engineer
Panihati Municipality

Yours faithfully

Chairman

Panihati Municipality

CHAIRMAN
PANIHATI MUNICIPALITY

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बङ्ग पश्चिम बंगाल WEST BENGAL

AA 350155

DEVELOPMENT AGREEMENT BETWEEN
LAND OWNER AND DEVELOPER

THIS MEMORANDUM OF AGREEMENT is executed this the 1st day of September, Two Thousand and Twenty One (2021) in the Christian Era.

BETWEEN

M/S. RAMAWATI CONSTRUCTION

① Rita Gupta
Proprietor

② Rita Gupta

ক্রমিক নং 3844 তারিখ 29/6/2020

মূল্য :-
ক্রোতা :- T. Gumpson (Smy)
স্থানাঙ্ক :-
ভেণ্ডার :- Roshita Par

লাইসেন্স প্রাপ্ত ভেণ্ডার
কাশিপুর দমদম এ.ড.এল.আর. অফিস
নি

ভেণ্ডারের নাম : বিনীতা পাল

ভেণ্ডারের নাম :- ব্যারাকু

টি ডি নং :-

স্টাম্প খরচের তারিখ

24 JUN 2020

ই টি ডি নং যোট কত টাকার

স্টাম্প খরচ করা হইয়াছে।

23000

DEVELOPMENT AGREEMENT BETWEEN
LAND OWNER AND DEVELOPER

THIS MEMORANDUM OF AGREEMENT is entered into this 24th day of June 2020 between and Twenty Four 24th day of June 2020

BETWEEN

MRS. RITA GUPTA, wife of Mr. Madan Mohan Gupta, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at SHREE PANCHAMI APARTMENT, 2, M. B. Road, Post Office & Police station at Belghoria, Kolkata-700056, Dist.-24 Parganas (N), hereinafter referred to as the "**LAND-OWNER/ VENDOR**" (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

A N D

"RAMAWATI CONSTRUCTION", a Proprietorship Firm, having its office address at 5, Kumud Ghoshal Road, P. S. Belghoria, P. O. Ariadaha, Kolkata - 700057, District - North 24 Parganas, being represented by its sole proprietress, **SMT. RITA GUPTA**, wife of Madan Mohan Gupta, by occupation - Business, by faith - Hindu, by Nationality- Indian, residing at SHREE PANCHAMI APARTMENT, 2, M. B. Road, P.O. & P. S. Belghoria, Kolkata - 700056, District - 24 Parganas (North), hereinafter referred to as the "**DEVELOPER**" (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, executors, administrators, successors-in-office, legal representatives and assigns) of the of the **OTHER PART.**

WHEREAS Rita Gupta, the Land-owner herein is the absolute owner of **ALL THAT** piece and parcel of land, measuring 2 Katha 3 Chattack 00 Sq. Ft., more or less at Mouza- Panihati under R.S. Khatian No. 126 comprised of R.S. Dag No. 3444 appertaining to L.R. Khatian No. 15 comprised of L.R. Dag No. 3444, J.L. No. 10, R.S. No. 32, Touzi No. 155, Ward No. 6, Holding No. 6/1, being Premises Vivekananda Park, Kolkata- 700058 within Panihati Municipal Authority under Khardah Police Station, A.D.S.R. Sodepur, North 24 Parganas which she purchased from **SMT. KAJAL CHATTERJEE**, by virtue of a Deed of Conveyance dated 25.06.2020, duly registered at A.D.S.R. Sodepur, North 24 Parganas, bearing Book No. 1, Volume No. 1524-2020, pages from 82600 to 82639, Being No. 152402141 for the year 2020 and since after such purchase, the Vendor mutated her name to the Assessment Register of Kamarhati Municipality and has been enjoying the same, free from all sorts of encumbrances and charges after paying taxes, rents etc. to the Authority concerned.

Rita Gupta

Proprietor

M/S. RAMAWATI CONSTRUCTION

Rita Gupta

3.

AND WHEREAS Rita Gupta, the Land-owner herein also became the absolute owner of **ALL THAT** piece and parcel of land, measuring 2 Katha 6 Chattack 00 Sq. Ft., more or less at Mouza- Panihati under R.S. Khatian No. 126 comprised of R.S. Dag No. 3444 appertaining to L.R. Khatian No. 15 comprised of L.R. Dag No. 3444, J.L. No. 10, R.S. No. 32, Touzi No. 155, Ward No. 6, Holding No. 24/1, being Premises Vivekananda Park, Kolkata- 700058 within Panihati Municipal Authority under Khardah Police Station, A.D.S.R. Sodepur, North 24 Parganas which she purchased from **SMT. KAJAL CHATTERJEE**, by virtue of an another Deed of Conveyance dated 25.06.2020, duly registered at A.D.S.R. Sodepur, North 24 Parganas, bearing Book No. 1, Volume No. 1524-2020, pages from 82572 to 82599, Being No. 152402142 for the year 2020 and since after such purchase, the Vendor mutated her name to the Assessment Register of Kamarhati Municipality and has been enjoying the same, free from all sorts of encumbrances and charges after paying taxes, rents etc. to the Authority concerned.

AND WHEREAS with a view to construct a multi-storied building, the Owner intended to amalgamate the aforesaid two holdings i.e. Holding No. 6/1 & 24/1 and applied for same to the Authority of Panihati Municipality and the said holdings have been amalgamated by the said Authority as Holding No. 6/1, Vivekananda Park, Kolkata-700058, measuring a total larea of land 4 Katha 09 Chattack 00 Sq. Ft. more or less.

AND WHEREAS the Owner is desirous to develop the said property and to construct a multi - storied building (G+4 with lift) on the said property and for convenience for such job, the owner mutually started a Proprietorship Firm in the name and style of "**RAMAWATI CONSTRUCTION**", a Proprietorship Firm, having it's office address at 5, Kumud Ghoshal Road, P. S. Belghoria, P. O. Ariadaha, Kolkata - 700057, District- North 24 Parganas, being represented by it's sole proprietress, **SMT. RITA GUPTA**, wife of Madan Mohan Gupta, by occupation- Business , by faith - Hindu, by Nationality- Indian, residing at **SHREE PANCHAMI APARTMENT**, 2, M. B. Road, P.O. & P. S. Belghoria, Kolkata- 700056, District - 24 Parganas (North), hereinafter referred to and called as the "**DEVELOPER**" and the owner entrusted the said development work upon the said Developer upon mutual understanding between themselves under the terms and conditions hereunder contained.

Rita Gupta

M/S. RAMAWATI CONSTRUCTION

Rita Gupta

Proprietor

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

Unless in these presents it is repugnant to or inconsistent the following words and/or expression shall mean as hereinafter mentioned.

1.1 **"OWNER"** shall mean the above Owner/ Land-Owner/Vendor, **SMT. RITA GIPTA** and her heirs, executors, administrators, legal representatives and assigns.

1.2 **"DEVELOPER"** shall mean **"RAMAWATI CONSTRUCTION"**, a Proprietorship Firm, having its office address at 5, Kumud Ghoshal Road, P. S. Belghoria, P. O. Ariadaha, Kolkata - 700057, District- North 24 Parganas, being represented by its sole proprietress, **SMT. RITA GUPTA**, the above named Developer with having her office and license as would be required for such company and its successors in office.

1.3 **THE PROPERTY** shall mean the abovementioned land 4 Katha 09 Chattack 00 Sq. Ft. more or less, particularly described in the schedule "A" hereunder written.

1.4 **THE BUILDING** shall mean the G+4-storied building with lift to be constructed on the said land in accordance with the building plan as well as revised plan (if any) by the Authority of Panihati Municipality.

1.5 **THE UNIT** shall mean the partly or wholly constructed flat/ apartment, unit etc. in the building which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be.

1.6 **PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY** shall mean the proportion which the super built up area of any unit be to the super built up area of all the units in the said building PROVIDED THAT where it refers to share of any rates and/or taxes amongst the common expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied, i.e. case the basis of any levi be area, rental income or user, then the same shall be shared on the basis of area rental include or user of the respective units by the co-owners respectively.

Rita Gupta

Rita Gupta
Proprietor

M/S. RAMAWATI CONSTRUCTION

5.

- 1.7 **THE COMMON PORTION** shall mean and include the common portions to be mean and erected for convenience of the intending purchaser/s and/or lawful occupiers.
- 1.8 **THE ARCHITECT** shall mean such Architect or Architectures appointed by the Developers, Architect for the building or such other architect or Architects of the building as may be appointed by the Developer and all the costs of which will be borne by the Developer .
- 1.9 **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof.
- 1.10 **OWNER'S & DEVELOPER'S ALLOCATION-** In consideration of the said landed property particularly described in the Schedule "A" below, the Developer who is the owner herein will be entitled the full share in the said property as amicably settled between themselves and they will complete the full construction work within 18 (Eighteen) months from the date of execution hereof and all the flats, units etc to be constructed thereon will be sold to the intending purchasers jointly by the owner and the Developer with their respective signatures in the sale deeds and all the receivables will be taken by the Developer..
- 1.11 **TRANSFER** with it's grammatical variation shall mean as transfer of undivided proportionate share of land in multi- storied building to purchaser/s thereof by execution and registering Deed or Deed of Conveyance in accordance with the provisions of law in this behalf by the Owner and the Developer in favour of the purchaser/s on receipt of consideration.
- 1.12 **TRANSFeree** shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.
- 1.13 **WORD** : Singular shall include plural and vice versa.
- 1.14 **BUILDING PLAN** : shall mean and include the building Plan already sanctioned and revised plan, if any to be sanctioned by the Authority of Panihati Municipality and shall include by amendments thereto and improvement thereon subject to approval by the owner.

ARTICLE - II COMMENCEMENT

- 2.1 This Agreement shall be deemed to have commenced on and from the date of execution of these presents.

Rita Gupta

M/S. KAMAWATI CONSTRUCTION
Rita Gupta
Proprietor

ARTICLE - III OWNERS' RIGHT AND REPRESENTATIONS

- 3.1 That excepting the owner nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.
- 3.2 The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer her said property or any part of it.
- 3.3 The landed property is free from all encumbrances, charges liens, lispendences, attachments, trusts whatsoever or howsoever.
- 3.4 There is no excess vacant land in the said property within the meaning of the Urban Land Ceiling and Regulations Act. 1976 and the Developer is fully satisfied with the marketable title of the owner.
- 3.5 That the total area of the land comprised in the said property is 4 Katha 09 Chattack 00 Sq. Ft. more or less.
- 3.6 That the Owner undertakes to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction on the said property to the Developer at the time of execution of this Agreement .
- 3.7 That the land owner will give the Developer all the powers required for the purpose of making such construction at it's own risk and responsibilities.

ARTICLE - IV DEVELOPERS' RIGHT :

- 4.1 That on basis on mutual understanding the Developer is hereby empowered to raise the construction at the above mentioned property investing it's own finance and resources and undertake to erect the said building within 18 months from the date of execution hereof.
- 4.2 That the Developer is hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval of the Panihati Municipality.
- 4.3 The Developer shall be entitled to appoint it's own labors, masons contractor, building Engineer/ Architect as necessary arising out of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Developer and all the risk and liability together with all responsibility shall remain with Developer and she will be liable or responsible for any debts payments misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completion and hand over to the prospective purchasers.

Rita Gupta

M/S. KAMAWATI CONSTRUCTION

Rita Gupta

Proprietor

4.4 The owner and the Developer for the purpose of raising the said construction shall have their absolute right to enter into any Agreement for sale of flats in the building and to that effect and shall be entitled to receive earnest money from the intending purchaser or purchasers together with all advance thereof but at all material times the Developer shall be liable for such advances or earnest money.

4.5 **ARTICLE - V : TIME :**

The Developer shall complete the building within 18 months from the date of execution hereof and if needed, then another 3 (Three) months will be extended under unavoidable circumstances as to be mutually decided by the owner and the developer.

ARTICLE-VI : DEVELOPER'S RIGHT AND REPRESENTATIONS:-

6.1 The Developer hereby undertakes and will take all the responsibilities to start construction of the building and to complete the whole building within 18 months from the date of issuing sanctioned building plan.

6.2 That the Developer will bear the costs and expenses for site plan and sanctioned building plan, revised plan and all other costs, charges and expenses for obtaining revised plan and completion certificate, if any and for any other permission/s from the authority/authorities concerned.

6.3 **ARTICLE XI : PROCEDURE :**

9.1 The Developer shall negotiate for sale, enter into agreement for sale and receive consideration from the intending purchaser/s and the owner and the Developer will make registration of deeds and documents in favour of the intending purchaser with their respective signatures.

ARTICLE IX : CONSTRUCTION :

10.1 The developer shall be solely and exclusively responsible for construction of the said building .

ARTICLE X: BUILDING :

11.1 The Developer shall at it's own costs construct erect and complete in all respects of the said multistoried building and the common facilities and also amenities at the said premises in accordance with the plan with good and standard quality of materials.

11.2 The Developer shall install and erect in the said building at it's own costs as per the specification and also the drawing providing by the architect,

Rita Gupta

Rita Gupta
Proprietor

pump, water storage tanks, overhead, Reservoir, Electrification, permanent electric connection from the CESC and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provide in a residential multi storied building in the locality in Ownership basis or otherwise.

- 11.3 The Developer shall bear the entire costs of construction including Architects fees and fees for revised plan to be sanctioned from Panihati Municipality without creating any financial or other liabilities on the Owner regarding the construction .

ARTICLE XI : COMMON FACILITIES :

- 12.1 The Developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of Development Agreement till handing over the possession within the stipulated period, as mentioned above in favour of the Owner. After completion of the construction, the Developer and the Owner including their respective assignees will bear the cost of common facilities and maintenance charges like costs of Durwan, pump, Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any, etc.

ARTICLE XII : PROCEEDING :

- 13.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer and the Owner to defend suits and proceedings which may arise in respect of the construction and Developer of the said premises to bear all costs, charges, and expenses incurred for that purpose.

ARTICLE XII : DEVELOPER'S INDEMNITY :

The Developer hereby undertakes to keep the Owner indemnified against all third party claims and action arising out of any parts of act or commission of the Developer or relating to the construction of the building.

- 14.1 The Developer hereby undertakes to keep the Owner indemnified against all acts, suits costs, proceedings and claim that may arise out of the Developers' action without regard to the Development of the said premises and/or in the matter of construction of the said building and/or defect therein.

Rita Gupta

Rita Gupta
Proprietor

ARTICLE XIV : OWNER'S OBLIGATIONS :-

THE Owner doth hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the said building at the said premises by the developer provided the terms and conditions, covenants and obligations as stated above are complied with within 18 months from the date of sanctioned building plan.

THE Owner doth 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 all the portion in the building at the said premises in favour of the intending buyers of flats/units in the said building. The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.

THE Owner doth hereby declares that no part of the said property and/or the premises is subject to any order or acquisition or requisition nor any notice of acquisition or injunction has been served upon the Owner.

THE Owner further declares that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit. The owner also declares that said property is free from all encumbrances and if any defect is detected in title, in that event the Owner will clear the same at her own costs.

THAT the Owner herein undertakes not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises/land or any portion thereof at any time during the subsistence of this agreement.

THAT the Owner and/or her solicitors or advocate shall answer the requisition on title required by the developer prior to commencement of construction.

ARTICLE XV : MISCELLANEOUS :

15.1 The Owner and the developer have entered into this Agreement purely on understanding basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association or persons.

Rita Gupta

Rita

Proprietor

M/S. RAMAWATI CONSTRUCTION

Rita Gupta

- 15.2 The Owner hereby undertakes to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the Owners shall execute any additional power of Attorney and/or authorization in favour of the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and the documents as the case may be provided in no way infringe any of the right of Owner and/or against the spirit of this Agreement.
- 15.3 The Developer and Owner shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owner hereby agreed to abide by the rules and regulations of such management society, Association, holding organization and hereby give his /her /their consent to abide by the same .
- 15.4 The name of the building shall be decided later on by the Developer and the owner mutually.
- 15.5 As and from the date of the completion of the building the Developer and/or their transferee and the Owner and/or her transferee and their successors shall each be liable to pay and bear proportionate charges on account of Ground rent and wealth tax and other taxes payable in respect of their respective share of the constructed areas .
- 15.6 There is no existing any agreement regarding Development or sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.
- 15.7 All arrear Municipal Taxes and/or any other taxes and/or other taxes before to execution of this Agreement will be paid by the by the Owner and if any thing is paid by the Developer that will recovered from the Owner by cash.
- 15.8 That the Developer will dismantle the existing structure at their own costs and all the scraps/building materials will be taken by the Developer.
- 15.9 It is agreed by the both parties that however if any dispute arises between the parties in this agreement for effective interpretation of the terms and conditions herein, the same shall be referred either to an Advocate or Arbitrator chosen, jointly by the parties hereto or to such separate advocate who will be appointed by one of each party together

Rita Gupta

M/S. KAMAWATI CONSTRUCTION

Rita Gupta

Proprietor

with right to appoint an umpire and whose decision shall be before and binding upon the parties .

ARTICLE XVI : FORCE MAJEURE :

16.1 The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood , earth – quake, riot war, tempest civil commotion and /or any other acts or commission beyond the reasonable control of the Developers .

ARTICLE XVII : JURISDICTION :

The High Court at Kolkata and it's subordinate Court of District North 24 Parganas shall have the jurisdiction to entertain and determine all actions and proceeding arising out of these presents between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of land, measuring 4 Katha 9 Chattack 00 Sq. Ft., more or less along with a building, standing thereon at Mouza- Panihati under R.S. Khatian No. 126 comprised of R.S. Dag No. 3444 appertaining to L.R. Khatian No. 15 comprised of L.R. Dag No. 3444, J.L. No. 10, R.S. No. 32, Touzi No. 155, Ward No. 6, Holding No. 6/1, being Premises Vivekananda Park, Kolkata- 700058 within Panihati Municipal Authority under Khardah Police Station, A.D.S.R. Sodepur, North 24 Parganas, together with all easement rights and appertaining thereto butted and bounded in the manner following : -

ON THE NORTH	:	16'-06" Wd. Vivekananda Park Bye Lane..
ON THE SOUTH	:	Municipal drain.
ON THE EAST	:	House of other's.
ON THE WEST	:	Property of Uma Mishra.

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

SIGNED, SEALED AND DELIVERED

In the presence of

WITNESSES :-

1. *Tirthankar Gupta*
Advocate
Barrackpore Court, 24 Parganas

Rita Gupta

2.

SIGNATURE OF THE LAND OWNER

M/S. RAMAWATI CONSTRUCTION

Rita Gupta

Proprietor

S

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:-

Tirthankar Gupta
Advocate

TIRTHANKAR GUPTA
Advocate.

Barrackpore Court, North 24 Parganas.
Enroll. No. F-635/644 of 1990.
M. - 9330961350.



Office of the Municipal Councilors of Panihati.
Panihati , 24 Parganas (N), Pin -700114

Website- WWW. Panihatimunicipality.in
E-mail – panihatimunicipality@yahoo.co.in
Phone – 2553 -2909, 2569-4457 Fax-033-2553-1487

Dated – 25 NOV 2022

No. PM/P.W.D./ Building Section/ 2022-23 / 65

To

Sri/Smt-Rita Gupta.
Vivekananda Park .

Sub: Grant of occupancy certificate / Completion certificate under Sub- Rule (2) of
Rul-34, Building Holding No... 6/1 Ward No... 06

Sir,

With reference to your Notice of completion dated...22.09.2022. I hereby certify that the building as per description below on R.S. Dag No.. 3444Holding No.. 6/1Ward No... 06 ...On . Vivekananda Park ... in respect of which plans were sanctioned vide Sanction No. 256 SPL ,dated 30.09.2021has been inspected with reference to the provision of the Building Rules, under West Bengal Municipal Act.1993 and is certified to be fit for occupation.

Type of
Building Plan

1. G+4 Type Plan

S.A.E
Panihati Municipality
Sub Assistant Engineer
Panihati Municipality

Asst. Engineer
Panihati Municipality
Asstt. Engineer
Panihati Municipality

Yours Faithfully

Chairman
Panihati Municipality

CHAIRMAN
PANIHATI MUNICIPALITY