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District Sub-Registrar-IV
 Registrar U/S 7 (2) of
 Registration Act
 Alipore, South 24 Parganas
 - 5, III

04/07/22
 2022/07/04

DEVELOPMENT AGREEMENT ALONG WITH POWER OF ATTORNEY

THIS INDENTURE made on this the ^{4th} day of July, 2022;

v.c.
1846

10-15 PM
 1/7/22

D.C. Agarwal

Macmillan Industries Ltd.
 Director

BY AND BETWEEN

SRI DINESH CHANDRA AGARWAL, (PAN AKRPA0604K) son of Late Ram Niwas Agarwal by faith Hindu, by Nationality: Indian, by occupation: Business , presently residing at Premises No. 11/2 Monoharpukur second Lane , P.O. Sarat Bose Road , P.S. Tollygunge now Rabindra Sarobar , Kolkata 700 029 hereinafter referred to and/or called as "*the Owner*" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, legal representatives, administrators, successor/s in interest and/or assigns) of the First Part;

AND

MACMILAN INDUSTRIES LIMITED, PAN-AAHCM3730B, a Limited Company, Registered under the Companies Act, 1956 having its registered office at 10, Motilal Nehru Road, Police Station-Lake now Rabindra Sarobar, Kolkata-700029, represented by its Authorised Director **SRI MILAN GHOSH,** (PAN-AIRPG6759K and AADHAR No 413778700815) Son of Late Prasanta Ghosh, by faith : Hindu, by occupation : Business, nationality : Indian, residing at 65/4C, Jainuddin Mistry Lane, Flat No. C1, Post Office and Police Station - Chetla, Kolkata-700027 , hereafter referred to and/or called as "*the Developer*"(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective heirs,

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executors, legal representatives, administrators, successor/s in interest and/or assigns) of the Second Part;

WHEREAS Sri Arjun Rai (Thakur) son of Sri Suruddin Rai (Thakur) , Smt Gulabi Rai (Thakur), wife of Sri Arjun Rai (Thakur) and Raja Rai (Thakur), son of Sri Arjun Rai (Thakur) were joint owners of a land measuring about 1 Bigha; 1 Katha; 1 Chitak; and 13 Sq. Ft. comprising in Mouja Kusumba, J.L. No. 50, Pargana Medanmallah, Touji No. 1520, Khatian No. 1119 , R.S. Dag Nos. 1656 and 1659 , P.S. Sonarpur, Dist. 24 Parganas, by virtue of a Deed of sale executed and registered on 21/06/1982 , in the office A.D.S.R. Sonarpur and recorded in Book No. 1, Vol. No. 16 , Pages No./s 187 to 199 , Being No. 3283, for the year 1982 from Anarul Ali Mondal.

AND WHEREAS after purchase the said Purchaser Arjun Rai (Thakur) , Smt. Gulabi Rai (Thakur) and Raja Rai (Thakur) peacefully seized and possessed the said land and they jointly granted, sold, transferred and conveyed their respective right, title and interest in the portion of land measuring 7 Katha out of their total land area measuring about 1 Bigha; 1 Katha; and 13 Sq. Ft. to Sri Ajay Kumar Saha, due to their need of lawful cash money . The said three owners jointly executed and registered a Bengali Kobala Deed on 01/08/1983, in the Office D.R. Alipore and recorded in Book No.1, Volume No.292, Pages 105 to 213, Being No. 10700 for the year 1983.

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AND WHEREAS the said Ajay Kumar Saha purchased another plot of land measuring about 5 Katha; 6 Chitak; 0 Sq. Ft. in Mouja Kusumba, J.L. No. 50, , C.S/R.S. Dag No. 1648, Khatian No. 940, from Ahmed Ali Gazi after paying good marketable price. The said owner Ahmed Ali Gazi executed and registered a Bengali Kobala Deed on 18/1/1984, in the office D.S.R. Sonarpur and recorded in Book No. 1, Volume No. 21, Pages 59 to 65, Being No. 602 for the year 1984.

AND WHEREAS the said Ajay Kumar Saha became owner of total land area measuring 12 Katha; 6 Chitak more or less and he peacefully seized and possessed in the said land and recorded his name in the records of the B.L.&R.O. and also mutated his name in records of assessment department of Rajpur Sonarpur Municipality and paid necessary rents and taxes regularly.

AND WHEREAS Smt. Sharmila Saha, wife of Sri Ajay Kumar Saha purchased a land adjacent to her husband's property measuring about 14 Katha; 9 Chitak in Mouja: Kusumba, J.L. No. 50, , R.S. Dag No. 1659, R.S. Khatian No. 1119, P.S. Sonarpur, Dist 24 Parganas, from Arjun Rai (Thakur), Gulabi Rai (Thakur) and Raja Rai (Thakur) after paying good marketable price to the said owners and the said owners jointly executed and registered a Bengali Kobala Deed on 01/08/1983 in the office D.R. Alipore

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and recorded in Book No.1, Volume No. 290, Pages No. 40 to 49, Being No. 10701 for the year 1983.

AND WHEREAS after purchased the said purchaser Smt Sharmila Saha peacefully seized and possessed after making necessary tin shed structure measuring about 1700 sq. ft. on the said land and she recorded her name in the records of the B.L.&R.O. and also mutated her name in records of assessment department of Rajpur Sonarpur Municipality and paid necessary rents and taxes regularly.

AND WHEREAS the said Ajay Kumar Saha and Smt. Sharmila Saha jointly granted sold, transferred and conveyed their respective right, title and interest over their said lands to Shri Dinesh Chandra Agarwal, son of Late Ram Niwas Agarwal, due to their need of lawful cash money . The said owners Ajay Kumar Saha and Sharmila Saha executed and registered a Deed of Sale on 14/12/2007 in the office S.R. Sonarpur and recorded in Book No.1, Volume No. 21, Pages 1312 to 1330, Being No. 3376 for the year 2007.

AND WHEREAS after purchase the said Purchaser Dinesh Kumar Agarwal, Owner herein peacefully seized and possessed in the said land and he recorded his name in the records of the B.L.&L.R.O. and also recorded his name in the records of the Assessment Department of Rajpur - Sonarpur Municipality and

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he paid necessary rents and Taxes regularly. Be it mentioned that the said owner herein desire to develop the said Schedule "A" land by way of constructing a Ground with Five storied building through a resourceful Developer / Second Party herein and in this circumstances the parties herein jointly enter this agreement.

AND WHEREAS to avoid any future complication and misunderstanding the parties hereto have agreed to reduce the terms and conditions of this agreement to writing in duplicate.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows

:-

IN THESE PRESENTS unless otherwise it be contrary or repugnant to the context:

ARTICLE-1 - DEFINITION

1.0 OWNER shall mean the said **SRI DINESH CHANDRA AGARWAL**, (PAN AKRPA0604K) son of Late Ram Niwas Agarwal by faith Hindu, by Nationality: Indian, by occupation: Business, presently residing at Premises No. 11/2 Monoharpukur second Lane , P.O. Sarat Bose Road, P.S. Tollygunge now Rabindra Sarobar , Kolkata 700 029 and his legal heirs, executors, legal representatives, administrators and/or assigns.

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- 1.1 DEVELOPER shall mean MACMILAN INDUSTRIES LIMITED, PAN-AAHCM3730B, a Limited Company, Registered under the Companies Act, 1956 having its registered office at 10, Motilal Nehru Road, Police Station-Lake now Rabindra Sarobar, Kolkata-700029, represented by its Authorised Director SRI MILAN GHOSH, (PAN-AIRPG6759K and AADHAR No. - 413778700815) Son of Late Prasanta Ghosh, by faith : Hindu, by occupation : Business, nationality : Indian, residing at 65/4C, Jainuddin Mistry Lane, Flat No. C1, Post Office and Police Station-Chetla, Kolkata-700027 and his successors, successors in office, executors, legal representatives, administrators and/or assigns.
- 1.2 SAID LAND shall mean the property described in the SCHEDULE "A" hereunder written.
- 1.3 BUILDING PLAN shall mean the plan prepared by the Architect/Engineer for construction of the building; shall include any amendments and/or modification thereof as may be made time to time wherever the context permits, include such plans, drawing, designs, elevations and specification as are prepared by the Architect/Engineer in total compliance of the proposed building; other applicable rules after approval from Rajpur - Sonarpur Municipality.
- 1.4 NEW BUILDING shall mean and include the proposed building as will be constructed in or upon the said premises

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by the Developer as per the sanctioned building plan from Rajpur - Sonarpur Municipality and other applicable rules.

- 1.5 COMMON RIGHTS FACILITIES AND COMMON AMENITIES shall mean and include common areas and facilities in the building for the use of the Owner and Developer and all occupiers of Flats and space of the building as described in the SCHEDULE "D" hereunder written and excluding the saleable flat.
- 1.6 SALEABLE SPACE shall mean and include flat/flats, unit/units and commercial spaces and car parking space in the proposed building available for independent use and occupation for making due provisions for common facilities and the space required thereof.
- 1.7 OWNER'S ALLOCATION that the Developer herein allotted Owner herein as fully and particularly described in the Schedule "B" written herein below.
- 1.8 DEVELOPER'S ALLOCATION: other than Owners' allocation of the proposed building as fully and particularly described in the Schedule "C" hereunder written together with proportionate share of the land along with the right in the common areas and common facilities of the said proposed building.
- 1.9 MORTGAGE RIGHT TO THE DEVELOPERS' The Owner/s gives full right to the Developer to create the mortgage on entire Assets i.e. both Owners' Allocation and Developers' Allocation of the land along with the right in the common areas and common

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facilities of the said proposed building before any bank or financial institute/s for funding for the development of the proposed project/building without creating any liability to the Owner herein and the Developer is sole liable to repay the said loan liability of the said project in time.

- 1.10 OWNER AND DEVELOPER'S ALLOCATION mutually demarcated allocations as fully and particularly described in the Schedule "B" & "C" written herein below, this allocation would be 70% of Promoters and 30% of Landowner.
- 1.11 ARCHITECT/ENGINEER shall mean such qualified person or persons or firm having proper and requisite Engineering Degree (Bachelor of Engineering) appointed by the Developer for designing, planning and completing the said proposed building.
- 1.12 TRANSFER with its grammatical variation including transfer by possession or by any other means adopted for affecting the transfer of space in the proposed building to the Purchaser/s thereof.
- 1.13 TRANSFeree shall mean person, firm, of Persons to whom the space/units of the proposed building to be transferred.
- 1.14 UNIT OR SPACE FOR OCCUPATION shall mean in respect of any flat, other covered or open areas having its covered area together with proportionate share or interest of land and common facilities in the building and/or at the premises

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collectively called super built up area available for occupation by the Transferee/s.

- 1.15 COMMON PURPOSE shall mean the purpose of managing and maintaining the premises and the Building and particularly the common areas comprised herein, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owners of the premises and relating to mutual rights and obligation, for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common shall also include similar purposes of managing and maintaining the common areas as are common.
- 1.16 COVERED AREA shall mean with respect to any unit, the area within the boundary wall of the respective unit including the area under the internal walls plus the area under the boundary walls of such unit provided that if any walls be common between the two units then half of the area under such wall shall be included in such unit along with proportionate share of common areas like lift, staircase, lobby etc.
- 1.17 POSSESSION The Developer shall handover possession of the Owner's allocation within 60 months from the day of handover peaceful and vacant possession of Schedule 'A' land by Owner herein to Developer herein.

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- 1.18 FORCE MAJEURE shall mean any event which (i) could not reasonably have been foreseen (ii) beyond the reasonable control of the party claiming to be affected by such event (iii) has non-performance or delay in the performance of a material obligation of this agreement and includes without any limitation, riots, action of terrorists, arrests and restraint of Government and people, civil disturbances, strikes, insurrection, war or armed conflict, landslides, lightening, unusual earthquakes, explosion and accidents, fires, storms, unusual floods, unusual rain or water logging, droughts and other natural disasters.
- 1.19 COMPLETION NOTICE shall mean in this regard the notice / certificate to be issued by the Developer to Flat Owner/s of the Complex upon completion of the project and readiness of possession.
- 1.20 DATE OF COMMENCEMENT OF LIABILITY shall mean the date next after expiry of the Completion Notice irrespective of whether Flat Owner/s take actual physical possession or not.
- 1.21 DEVELOPMENT COSTS shall mean and include all fees, remuneration payable to the Architect/s & Engineer/s, Consultants and Contractors, fees and deposits payable for obtaining necessary permissions and sanctions for construction of New Building/s at the Premises, drainage connection, electric connection etc., costs of procuring all

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materials, fixtures and equipments required for Development of the Subject Land and making the Subject Land fully and absolutely free, clear and marketable and in vacant and peaceful possession, construction of boundary walls, making and developing internal roads, street lights, drainage & sewage, water supply, garbage disposal, providing and developing parks, common facilities, clubs, banquets, and other areas for community use, salaries and wages payable to all the employees and workers appointed for development and all other expenses incurred for completion of the project at the Premises and/or expenses incidental thereto.

- 1.22 **PROSPECTIVE CO-OWNER** shall mean all the prospective Purchasers of the Flats and/or any other area/s at the Complex both from the Developer's Allocation as well as from the Owner's Allocation and also include the Owner and the Principal Agreement Holder for retained and unsold portion of the Owner's Allocation in the Complex.
- 1.23 **ASSOCIATION** shall mean society or syndicate or association to be formed by the Prospective Flat Owner/s for the common purposes of the peaceful and effective functioning of the Building Complex.
- 1.24 **SINKING FUND** shall mean the reserve fund to be contributed by the Prospective Flat Owner/s on account of capital expenses to be incurred after letter for delivery of possession to them.

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- 1.25 OUTGOINGS shall mean all rates, taxes, charges for the utilities including electricity charges, generator charges, cable charges and other outgoings in respect of the Building Premises.
- 1.26 COMMON EXPENSES shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Part/s and for rendition of common services that are common to the Flat Owner/s of the Complex and all other expenses for the Common Purpose which will be contributed, borne, paid and proportionately shared by the Flat Owner/s of the Complex, Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed by the respective Flat Owner/s of the Complex to the Maintenance In-charge.
- 1.27 COMMON PURPOSES shall mean and include the purpose of managing, maintaining and up keeping the Flats as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services to the Flat Owner/s of the Complex and/or the Occupant/s in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Flat Owner/s of the Complex and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Flats exclusively and the

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Common Areas, Facilities and Amenities in a shared mode with other fellow residents / Owners.

- 1.28 ADVOCATES shall mean those who have been appointed jointly by the parties hereto to look after all the legal affairs of the Building Complex and matters incidental thereto including documentation, litigation, etc.
- 1.29 The original of title deed/s, mutation certificate, record of rights and other related documents in respect of the said property which shall be delivered by the Owner to the Developer on the day of signing this Agreement and Developer issued a receipt in favour of the Owner.
- 1.30 The words importing singular shall include plural and vice versa.
- 1.31 The words importing masculine shall include feminine and feminine shall include masculine.


ARTICLE - II - COMMENCEMENT

- 2.1 This Agreement shall be deemed to have commenced from the date of execution of this agreement.

ARTICLE - III - OWNER'S RIGHTS RESPONSIBILITIES & REPRESENTATION

- 3.1 The Owner herein represented as an absolute Owner and he has peacefully possessed and otherwise sufficiently entitled

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to the said Schedule "A" Land and has agreed to handover peaceful vacant possession of the Schedule "A" land to the Developer the possession of the same simultaneously with the execution of this agreement.

- 3.2 That the said premises is free from all encumbrances, charges, liens, attachments, trusts, acquisitions or requisitions whatsoever or however and the Owner has a title in respect of the said premises.
- 3.3 Nobody (except the Owner) has any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof and the Owner including his heirs, legal representatives and assignee have not entered into any agreement and/or arrangements and have not done any act, deeds or things whereby the Owner' title in respect of the said premises may get alienated and/or encumbered.
- 3.4 The Owner has a good, clear absolute, title to enter into this agreement with the Developer.
- 3.5 No notice of acquisition or requisition has been received or has been served upon the Owner or the Owner has any knowledge or is aware of any such notice or orders of acquisition or requisition in respect of the said premises or any part thereof.
- 3.6 The Owner declare he has not taken any loan from any Financial Institution by creating mortgage of the said premises.

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- 3.7 The Developer as Constituted Attorney of the Owner herein shall duly sign and execute the Agreement for Sale/Deed of Conveyance against DEVELOPER'S ALLOCATION in favour of intending buyer/s. The Developer shall receive and enjoy total consideration money from the said buyers.
- 3.8 The representation and declaration of the Owner mentioned here in above (hereinafter collectively called "the said Representation") are true and correct.

ARTICLE-IV - DEVELOPER'S RIGHTS & OBLIGATIONS

- 4.1 The Owner hereby grant subject to what has been stated hereinafter the exclusive right to the Developer to build, construct, erect the proposed building with or without amendment and/or modification caused by the Developer in accordance with the sanctioned Building plan in the name of the Owner and at the cost and expenses of the Developer and subsequent modification or alteration to the Building Plan requires that Developer can sign on behalf of the Owner herein as a Constituted Attorney.
- 4.2 That the Developer shall be entitled to prepare, modify and alter the plan subject to written consent from the Owner at the Developer's own resources and the Developer shall further pay and bear all fees including the Architects fees charges expenses required to be paid and provided however the construction of the said building on the said premises shall be

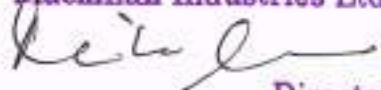
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done exclusively by the Developer and they will be entitled to all refunds of all payments and/or deposits as may be required by appropriate authority made by the Developer and as a Constituted Attorney of the Owner herein shall sign and execute all necessary papers and documents required to be obtained for such approval for construction of the said proposed building.

- 4.3 Nothing in these presents shall be considered as a demise and assignment or transfer or conveyance in law by the Owner of the said premises or any part thereof to the Developer or creation of any right title interest in respect thereof unto the Developer other than the exclusive right to the Developer for development of the said premises and exploitation of the same commercially in terms hereof and to deal with the Developer's allocation in the said proposed building/s to be constructed thereon in the manner and subject to the terms hereinafter provided.
- 4.4 The Developer shall be entitled to use the premises for setting up a temporary site office and/or quarter for its watch and ward and other staff and shall be further entitled to put up the sign boards and advertising the project and post its watch and ward staff during construction period at his own cost and expenses. The offices, signboards shall be removed on completion of the project.

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- 4.5 If The Developer retain any portion from Developer's allocation, that the Owner shall sign necessary paper/documents without any further claim /demand from Developer.
- 4.6 That any damage arising from accident or carelessness of the workmen or Engineer or Technical heads of the Developer or due to use of inferior quality of raw materials used in course of construction and/or due to bad maintenance of the construction work, in such event the same shall be the liability of the Developer and any loss or injury suffered by any person to be borne and effectually made good by the said Developer at its own costs, charges and expenses and the owner shall not be liable and responsible with regard thereto in any manner whatsoever.
- 4.7 The Developer further agrees to deposit the processing fees for obtaining the completion certificate from the authority and handing over of completion certificate to the owner/flat owner's association.

ARTICLE - V - CONSIDERATION

5. In consideration that the Owner have agreed to permit the Developer for development of the said premises and to commercially exploit the same and construct, erect and build the said proposed building in the said premises according to the building plan and/or any modification or amendment

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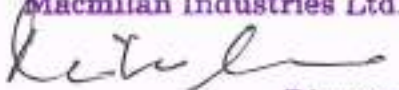
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thereof subject to the sanction from Rajpur - Sonarpur Municipality at Developer's own resources to prepare or caused to be prepared building plans and to obtain necessary permission and/or approval as may be required under the law relating to construction of the said proposed building.

ARTICLE-VI- PURCHASERS

6. The Owner herein shall grant a registered Development Power of Attorney in favour of the Developer to construct and complete the building and also for commercial exploitation of the said premises and the Developer shall have full right and absolute power to sell, transfer or dispose of the Developer's allocation in such manner and to such person as the Developer may deem fit and proper without any consent and/or permission from the Owner and without asking for any additional consideration and entering into agreements with the intending Purchaser/Purchasers of the flats/constructed areas out of the Developer's allocation in the proposed building and also to accept earnest money and/or consideration money thereof and also to cause execution and registration of proper Deed of Conveyance by the Developer as constituted Attorney in favour of prospective purchasers and also to enter into necessary agreement for construction of the building with the prospective buyers for the Developer's

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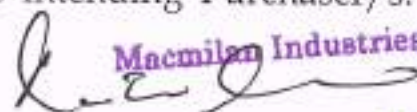
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allocation. The Developer shall have the right to register Deed of Conveyance in favour of the said purchaser/s.

ARTICLE - VII - SPACE ALLOCATION

- 7.1 That on completion of the building the Owner shall take possession of their allocation as per Schedule "B" together with rights in common facilities and common areas as specified herein below or to collect the entire sale proceeds of the Owner's Allocation from the Developer if both of them agree to do so.
- 7.2 The Owner shall however be entitled to transfer or otherwise deal with his allocation or portion thereof in the manner he would deem fit and proper.
- 7.3 The Developer shall have exclusive right to transfer or to deal with Developer's Allocation or dispose the same without any right claim or demand or interest whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession with regard to the Developer's allocation and no other consent shall be required for the same as this Agreement in itself be deemed to be the Consent of the Owner. PROVIDED THAT all the deeds of conveyance in respect of transfer of the Developer's allocation in the said proposed building shall be executed by the Developer as a Constituted Attorney of the Owner and registered by them in favour of the intending Purchaser/s.

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After completion of the building the Developer will deliver the possession the Owner's allocation prior to the other flat owners possession by the Developer.

- 7.4 In so far as necessary all dealings by the Developer, in respect of the said Building shall be in the name of the Owner as the case may be and for which the Owner undertake to give a Registered Development Power of Attorney in such form and such manner as may be reasonably required by the Developer for the interest of the said project and the said Developer shall have Developer's allocation as Constituted Attorney to intending buyer/s, this Power of Attorney shall remain in force until completion of the proposed building i.e. till the completion of the project and Developer's area by the Developer shall receive full/part consideration money from intending buyer/s. It is being understood however that such dealings shall not in any manner fasten or create any financial liability upon the Owner of the said premises and the Developer also undertake that if any tax be imposed by the Income Tax department to the Owner in account of capital gain of the property for selling of the Developer's Allocation, in that case Developer will bear and/or pay such taxes to the authority concerned. Any tax imposed by any authority, the Developer should bear the tax on the Developer's allocation only.

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- 7.5 On and from the date of handing over the possession of the said premises by the Owner to the Developer for starting the construction of the said building, all liabilities becoming due on account of the municipal rates and taxes as also other outgoings like CESC, BSNL etc. in respect of the said premises for construction of the building and till the completion certificate given by the K.M.C and such time as the possession of the Owner's allocation is made, shall be borne and paid by the Developer alone.

ARTICLE - VIII - BUILDING

- 8.1 The Developer shall at his own cost and/or own resources construct, erect and complete the said proposed building and common facilities and amenities in the said premises in accordance with the plan to be prepared by the Developer and after obtaining necessary approval from the Rajpur - Sonarpur Municipality authority with best materials as may be specified by the Architect/Engineer from time to time after / from the date of vacating the tenants/ occupiers of the said premises such extended period subject to force majeure and getting clearance from the Rajpur - Sonarpur Municipality authorities.
- 8.2 The Developer shall from the Developer's own resources complete the said project/ building/s at the said property in accordance with the sanctioned plan, with such materials and with such specifications hereunder written and as may be

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specified by the Owner from time to time. Subject to the above classified decision of the Architect/Engineer regarding the quality of materials shall be final and binding upon the parties provided the materials are not inferior to the standard as specified in the standard building rules and regulations.

ARTICLE - IX - COMMON RESTRICTIONS

- 9.1 Neither of the parties shall transfer, convey, let-out, mortgage, grant lease in respect of their respective allocation unless;
- a. Such party shall have observed and performed all terms and conditions on their respective parts to be observed and performed.
 - b. The Owner herein agree to give a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever amount shall be payable in relation to the area in his possession.
- 9.2 Both the parties hereto shall abide by all laws, bye-laws, rules and restrictions as may be imposed by the Government, local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws and bye-laws, rules and regulations.
- 9.3 The allottee or allottees shall keep the interiors and walls of his/her/their/its respective allotment clean and harmless and also sewers, drains, pipes and other fittings and fixtures and

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appurtenances and floor and ceiling etc. in such good working conditions and repair and in particular so as not to cause any damage to the building or any part thereof or other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

- 9.4 Neither party shall do or cause or permit to be done any act / thing, which may render void or voidable any insurance of the building or any part thereof and shall keep the occupiers thereof safe, harmless and indemnified from and against the consequences of any breach.
- 9.5 The Owner or his nominee/s shall permit the Developer and its servants and agents with or without workmen at all reasonable time with prior notice to enter into the Owner's allocation and every part thereof for the purpose of maintenance or repairing or any work in the building before completion of the building only.

ARTICLE-X - OWNER'S OBLIGATION

- 10.1 The Owner hereby agree and covenant with the Developer not to cause any interference or hindrance in the matters of construction lawfully done and doing any other lawful work in respect of the said building in the said premises by the Developer subject to however the Developer's compliance

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with and/or acting in consequence with the terms and conditions as contained in this agreement.

- 10.2 The Owner hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building or at the said property, subject to the Developer complying with the terms and conditions of this agreement.
- 10.3 If so, required by the Developer, the Owner shall join and/or cause such person as may be necessary to join as confirming party on documents, conveyance and/or any other document of transfer that the Developer may enter into with any person who desires to acquire comprised in the Developer's allocation and similarly the Developer shall join in respect of the Owner's allocation.

ARTICLE - XI - OWNER'S INDEMNITY

11. The Owner or anybody claiming through them hereby undertake that the Developer shall be entitled to the said Developer's allocation and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer performs and fulfils all the terms and conditions herein stipulated and on its part to be observed and performed.

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ARTICLE - XII - DEVELOPER'S INDEMNITY

- 12.1 The Developer hereby undertakes to keep the Owner indemnified against (regarding Owner's allocation) all third party claims and actions arising out of any act of commission of the Developer or any accident in or relating to the construction of the said building.
- 12.2 The Developer hereby undertakes to keep the Owner indemnified against all actions, suit, costs, proceedings, and claims that may arise out of the Developer's actions including liabilities, which may arise on account of Mortgage of the entire asset(Owners and Developers allocation) with regard to the said premises for the development and/or in construction of the said building.

ARTICLE - XIII - MISCELLANEOUS

- 13.1 It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specified provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things that may be reasonably

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required to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this agreement and the common law.

13.2 Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and be deemed to have been served on the Owner and likewise if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and be deemed to have been served on the Developer.

13.3 Upon completion of the Building Complex the Prospective Flat Owner/s of the Premises shall form a representative body of all the Owners (Association), which shall be in charge of management of all the affairs of the Maintenance and Functioning of the Building Complex and that the Prospective Flat Owner/s shall become members of such Association;

A) **Association Formation** : Upon completion of the Complex the Prospective Flat Owner/s of the Premises

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shall form a representative body of all the Owners (Association), which shall be in charge of management of all the affairs of the Complex and that the Prospective Flat Owner/s shall become members of such Association;

- B] Maintenance :** For a period of 3 (Three) months from the Completion Date the Developer shall manage and maintain the Common Portions of the Premises, upon the Owners, the Lessees, the Prospective Purchaser/s and the Prospective Flat Owner/s as the case may be, by paying and bearing forthwith on demand, to the Developer, the costs and service charge for such management and maintenance (Maintenance Charges);
- C] Maintenance Charges :** It is clarified that the Maintenance Charge shall include premium for the insurance, water, electricity, generator, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments;
- D] Failure to Pay Maintenance Charge :** Should the Prospective Flat Owner/s fail to pay the Maintenance Charges or any amount payable in respect of the Rates, Taxes and Other Outgoings within 15 (Fifteen) days of

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demand in this behalf, the Defaulter shall be liable to pay interest on the amount outstanding @ ½% per week or part thereof from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter;

E] **Lien for payments** : All payments to be made by the Prospective Flat Owner/s in pursuance of those present and/or otherwise shall be first charge and lien on the respective Flats;

F] **Handing over Title Deed/s, etc. to Association** : Upon completion of the Project the Developer, the Lessees and the Owners as the case may be shall be handing over all Title Deeds; Sanction Plans, No Objection Certificate (NOC) & Clearances, Architect/s & Engineering Drawings, Electrical Drawings, Plumbing Drawings, etc. in respect of the Flats and/or the Premises to the Owners' Association;

13.4 It is further agreed and declared that all the agreements or the documents in respect of sale of the Developer's Allocation in the said proposed building shall be drafted by Developer's Advocate and necessary stamp duty, Registration fees and all other expenses incidental thereto shall be paid by the intending Purchaser/s.

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- 13.5 The Developer further agrees to register the necessary deeds at their expenses including Solicitor's necessary fees and stamp duty to the Owner of his respective shares only for this Development Agreement and Power of Attorney.

ARTICLE - XIV - FORCE MAJEURE

14. The parties hereto shall not be considered liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

ARTICLE - XV - PENAL CLAUSE

15. It is made clear that, if because of any negligence on the part of the Developer the construction and completion of the building is delayed beyond the period of 60 months from the date of handing over the said premises, in that event the land Owner with the notice of one month shall have the option to:-
- i) Sue the Developer for specific performance of contract of the present Agreement.
 - ii) Any other relief or reliefs as advisable.
 - iii) The Developer will have to pay liquidity damage of 2% per month of the market value of the land and over the schedule property as on the date of vacating possession

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from the scheduled date of completion of building/
handing over of possession of the said premises till the
actual date of handing over possession.

ARTICLE - XVI - JURISDICTION AND DISPUTE
RESOLUTION

- 16.1 The Court of Alipore or any court mutually agreed by both the parties shall have the jurisdiction over all matters of dispute arising out or relating to this agreement both in civil and criminal.
- 16.2 Dispute Resolution:
- i) The Parties shall attempt to settle any dispute or difference in relation to or arising out of or touching this Agreement or the validity, interpretation, Development, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation;
 - ii) To this end, each of the Parties shall use its reasonable endeavours to consult or negotiate with the other Party in good faith and in recognising the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties;
 - iii) The disputes in all technical matters and regarding sanction, permission, Development and other allied work shall be resolved and finalised by the parties, by way of

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conciliation of the Architect/s & Engineer/s of the Project as expeditiously as possible and latest within 30 days of the dispute;

- iv) The disputes in economic and/or commercial matters shall be resolved and finalised by the parties by way of conciliation of the Advocates of the Project as expeditiously as possible and latest within 30 days of the dispute;
- v) If the Parties have not settled the Disputes by negotiation within 30 (Thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by Award of an Arbitration Tribunal consisting of a person to be appointed jointly by the Owner and Developer as Sole Arbitrator in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made there under;
- vi) The Arbitrator shall have summary powers;
- vii) The Arbitrator shall be entitled to lay down his own procedure/s;
- viii) It shall not be obligatory on the part of the Arbitrator to give any speaking and/or reasoned award;
- ix) It shall be obligatory on the Arbitrator to follow the principles laid down under the Indian Evidence Act, 1872;
- x) The parties hereto assure and covenant with each other that they have full trust and confidence in the Arbitrator and

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agrees to abide by all his awards and/or directions and not to challenge the same in any manner whatsoever or howsoever;

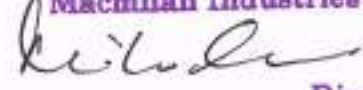
- xi) The seat of the Arbitrator shall be at Kolkata West Bengal and the language of the arbitration shall be English;
- xii) The order of such Arbitrators shall be final and binding on both parties;

THE SCHEDULE "A" ABOVE REFERRED TO

(Total Land)

All that the piece and parcel of land measuring an area of 27.3 Katha, as per physical measurement land area measuring 27 Katha 3 Chitaks more or less together with 1700 sq. ft. tin shed structure standing thereon along with all easement rights attached thereto situated, lying at holding No. 708, Kusumba under Rajpur - Sonarpur Municipality, ward No. 6 now 7, P.S. Sonarpur, Sub Registry office Sonarpur now Garia, comprised in Mouja Kusumba, J.L. No. 50, Pargana, Medanmallah, R.S. 138, Khatian No. 1119 under Dag No. 1656 & 1659, Khatian No. 940 under Dag No. 1648 Touzi Nos. 1520 and 258-283, Khatian No. 1119 and L.R. 3737 (consist of land area 13 Katha; 15 Chitak), RS Dag No. 1659 and L.R. 1732, Khatian No. 1119 and L.R. 3737 (consist of land area 7 Katha; 14 Chitak) and R.S. Dag No. 1648 L.R. 1721, R.S. Khatian No. 940 and L.R. 3737 (consist of land area 5

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Katha; 6 Chitak), Dist. South 24 Parganas and butted and bounded of four sides as follows:-

ON THE NORTH : R.S. DAG No.1648 (P) and L.R. 1721(P), 1654 & 1655.

ON THE SOUTH : R.S. Dag No. 1656 & 1657.

ON THE EAST : R.S. Dag No. 1660, 1661 & 1644.

ON THE WEST : About 34 ft wide Municipal black top Road.

THE SCHEDULE 'B' ABOVE REFERRED TO
(Owner's allocation)


That the Owner herein shall entitle 30% out of the total constructed area of the said proposed multi-storied building/s which as per building sanctioned plan as follows:-

Entire 1st (First) Floor and 5th (Fifth) Floor and along with undivided impartible proportionate share of Schedule "A" land and of all the common multi storied building/s and 11 (Eleven) number/s of car parking space on ground floor of the said proposed building.

THE SCHEDULE 'C' ABOVE REFERRED TO
(Developer's allocation)

Entire 2nd(Second), 3rd(Third) & 4th(Fourth) Floors and 20 (Twenty) numbers car parking space/s on ground floor of the said proposed

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building along with undivided impartible proportionate share of Schedule "A" land and of all the common multi storied building/s.

THE SCHEDULE "D" ABOVE REFERRED TO

(Specification of The Building/ Flat and Fitting and Fixture)

1. **BUILDING** : Ground plus five floors.
2. **FOUNDATION** : Reinforced Cement Concrete (RCC) pile foundations (Grade M25).
3. **SUPER STRUCTURE** : RCC framed super structure (M20) brick work/ plaster cement (Ultra-Tech/ ACC), Reinforcement steel of (SAIL/TATA).
4. **STAIR CASE** : Marble Granite floored stairs and lobby area.
5. **WALL AND CEILING** : Outer walls 200 mm thick, internal partition walls.
6. **EXTERNAL PAINTING** : Weather proof paints (Berger/ Asian Paints).
7. **FLOORING** : Vitrified Tiles flooring (Kajaria/Simpolo).
8. **DOORS** : Thick Flush Main Doors 32mm with Godrej night latch, phenol bonded 30mm thick internal flush doors with Mortice locks, SAL Wood frames.
9. **WINDOWS** : UPVC sliding windows with 4mm thick glazing (Modi Float, Integrated M.S. grills).
10. **TOILET** : Sanitary fittings (Parryware/Jaquar), glazed tiled walls (Kajaria/Simpolo).

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11. **KITCHEN** : Granite Slab cooking platform, stainless steel sink, glazed tiles.
12. **ELECTRICAL** : Concealed conduit piping with heavy duty copper wiring (Havells/Schneider) with required plugs/switches and AC Points.
13. **LIFT** : Two Nos. 5 (Five) passenger lifts (LT/OTIS/KONE).
14. **WATER SUPPLY** : 24 Hours.
15. **EXTRAS** : Aesthetic building elevation.

THE SCHEDULE (PART-I)

1. Roof Garden and other facilities;
2. Swimming Pool;
3. Gymnasium;
4. Community Hall;

The above mentioned facilities shall be entitled to all flat owners of the said building/s and/or project by way of registration before the managing committee and paid respective necessary subscription and/or charges shall be borne by the interested flat owner/s of the said project.

THE SCHEDULE "E" ABOVE REFERRED TO

(Description of the common area and facilities)

- a. The R.C.C. columns and beam, supports, main walls, corridors, lobbies, stairs and landings, stairways, pump room,

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Director

Generator Room, electrical Meter room and electric service of CESC, Entrance to and exit from this building and other areas and space of passage of the building, statutory open vacant land intended for common use. Installation of common services such as water, sewerage etc.

- c. Pump, motors pipes ducts and all apparatus and installations in the buildings for common use.
- d. Underground water reservoirs and head water tank, Septic tank, drainage system.
- e. Ultimate roof of the building, outside walls, Boundary walls and main Entrance Gate.
- f. Lift facility.

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, I, SRI DINESH CHANDRA AGARWAL, (PAN AKRPA0604K) son of Late Ram Niwas Agarwal by faith Hindu, by Nationality: Indian, by occupation: Business, presently residing at Premises No. 11/2 Monoharpukur Second Lane, P.O. Sarat Bose Road, P.S. Tollygunge now Rabindra Sarobar, Kolkata 700 029 do hereby appoint MACMILAN INDUSTRIES LIMITED, PAN-AAHCM3730B, a Limited Company, Registered under the Companies Act, 1956 having its registered office at 10, Motilal Nehru Road, Police Station-Lake now Rabindra Sarobar, Kolkata-700029, represented by its authorised Director SRI MILAN GHOSH, (PAN- AIRPG6759K and AADHAR No 413778700815) Son of Late Prasanta Ghosh, by faith:

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[Signature]
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Hindu, by occupation: Business, nationality : Indian, residing at 65/4C, Jainuddin Mistry Lane, Flat No. C1, Post Office and Police Station: Chetla, Kolkata - 700027 as my true and lawful ATTORNEY, for and on my behalf, in my name and stead to Do, Perform And Execute all or any of the following Acts, Deeds and Things in connection with above mentioned Schedule 'A'.

The said Dinesh Chandra Agarwal Principal herein peacefully seized and possessed in the said land and he recorded his name in the records of the B.L. & L.R.O. and also recorded his name in the records of the Assessment Department of Rajpur - Sonarpur Municipality and he paid necessary rents and Taxes regularly. Be it mentioned that the said owner herein desire to develop the said Schedule 'A' land by way of constructing a several storied building through a resourceful Developer / Second Party herein and in this circumstances the parties herein jointly executed and registered a Development Agreement along with this Development Power of Attorney on this day with MACMILAN INDUSTRIES LIMITED, PAN-AAHCM3730B, a Limited Company, having its registered office at 10, Motilal Nehru Road, Police Station: Lake, now Rabindra Sarobar, Kolkata - 700029, represented by its authorised Director SRI MILAN GHOSH, Son of Late Prasanta Ghosh, residing at 65/4C, Jainuddin Mistry Lane, Flat No. C1, Police Station: Chetla, Kolkata - 700027, as Developer, in terms whereof the Principal is fully and absolutely entitled to the Owner's Allocation as described in the Schedule 'B' written hereinabove and that the Developer is fully and absolutely entitled to the Developer's

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Allocation as described in the Schedule 'C' written hereinabove, and for developing, commercially exploiting and completing the Project at the Premises and for taking loan and for dealing with, entering into, signing, executing and registering any agreement, arrangement, deed/s and documents, for sale, transfer, dispose, delivery physical possession of the Developer's Allocation or any part/s or portion/s thereof and receive, realise and retain all money or any other consideration there from and give appropriate money receipt and/or discharge for the same as my true and lawful Attorney for me, in my name and on my behalf to do and execute all or any of the following acts, deeds and things this is to say:

1. To develop, maintain and manage the Premises;
2. To get the Premises identified and demarcated and to make the boundary and/or title declarations to secure the Premises;
3. To deal in all manner with the local people and to settle their claim, if any;
4. To enter upon the Premises or any part of it as often as be desired to view the state of repair/construction thereof and to require any occupier as a result of such view to remedy any want of repair or abate any nuisance;
5. To take, receive, retain, hold, possess physical possession of the Premises and each and every part thereof and to guard possession thereof;

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6. To do all things relating to ascertainment of the boundary of the Premises including setting all disputes relating thereto;
7. To declare, affirm, sign and execute all papers, documents affidavits declarations relating to the title of the Premises;
8. To demand, recover and receive rents, profits, license fees, maintenance charges, electricity charges, corporation taxes and all other sums of money receivable in respect of our properties and to make all just and reasonable allowances therein in respect of rates, taxes, repairs and other outgoings and to take all necessary steps whether by action, distress or otherwise to recover any sums of money in arrear;
9. To enforce any covenant in any lease, license or tenancy agreement or any other document affecting any of our property and if any right to re-enter arises in any manner under such covenants or under notice to quit, then to exercise such rights amongst others;
10. To warn off and prohibit, and if necessary, proceed against in due forum of law, against all trespassers and or any occupant/s on the Premises or any parts thereof and to take appropriate steps, whether by legal action or otherwise for obtaining possession and /or for facilitating constructions and /or to abate all nuisances;
11. To sign and give any notice to the occupiers, tenants, lessees, agreement holders and others of the Premises and to quit or to

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Director

- repair or to abate any nuisance or to remedy any breach of covenant or for any other purpose whatsoever;
12. To accept surrender and/or assignment of tenancy, Lease, License, claims, etc. (if any) in respect of the Premises, and to accept assignments, transfers, create new tenancies and induct tenants;
 13. To deal in all manner with the local people and to settle their claim, if any;
 14. To make all expenses and make all payments and/or deposits in respect of anything relating to the Premises and to receive and retain funds;
 15. To grant money receipts and/or discharges for all money received in respect of and/or in any way relating to the Premises;
 16. To represent in any Government Offices, Courts, Police, Rajpur - Sonarpur Municipality and/or anybody/(ies) and/or authorities in connection with the Premises or any part or parts thereof;
 17. To sign and submit all papers applications and documents for having the assessment, re-assessment, mutation, separation and/or amalgamation as the case may be affected in all public records and with all authorities and/or persons including Local Municipality in respect of the Premises and to deal with such authority and/or authorities;

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Director

18. To appear and represent before all authorities for fixation and/or finalisation of the annual valuation of the Premises and for that to sign, execute & submit necessary papers, documents to do all other acts, deeds and things as the said attorney may deem fit and proper;
19. To settle and pay all outgoings including Municipal Tax, Urban Land Tax, Rent, Revenue and other charges whatsoever payable in respect of the Premises and receive refund and other monies including compensation of any nature from requisition and/or acquisition authorities and to grant valid receipts and/or discharges there for;
20. To apply for and obtain such certificates and other permissions and clearances, including certificates and/or permissions under the Urban Land (Ceiling And Regulation) Act, 1976 or other law relating to land as may be required for sanction of the Plans;
21. To appear before all necessary authorities (including the local Municipality and/or Corporation), Fire Brigade, Urban Land Ceiling, Competent Authority/(ies), Police and Court in connection with the sanctioning of the Plans of New Building/s, obtaining licenses for lifts and other equipment and all and every matter in connection therewith;
22. To sign and apply for and obtain necessary permissions and/or approvals and/or sanctions and/or license from any statutory

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authority including the Fire Brigade, South 24-Parganas Police, competent authority under the Urban Land (Ceiling & Regulations) Act, 1976, West Bengal Housing Industries Regulation Acts & Rules there under, and authorised officer under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act & Rules there under, and under all applicable laws as be required and to appear and represent before the necessary authorities including the West Bengal Housing Infrastructure Development Corporation Limited, Kolkata Metropolitan Development Authority, K I T, Fire Department, South 24 Parganas, Police and authorised Officer under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 in connection with the sanction, modification and/or alteration of plans in respect of the Premises;

23. To appoint architects, surveyors, contractors and other persons for the purpose of defining boundary line, dividing the Premises in to various Plots, curve out common areas including road, passages, pathways, driveways, construction or modification of roads, common facilities and amenities and construction of the Building on the Plot/s at the Premises;
24. To have prepared and sanctioned by the Municipal Authorities, or any other authority as be required for the Building Plans and for the New Building/s and also to have the same modified and/or

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Director

- altered by the Corporation and/or other authorities and in connection therewith, to make, sign, execute and submit necessary plans, forms, applications, declarations, original deeds including title deeds, documents and give undertakings, pay fees, obtain and receive sanctions and such orders and permissions as be expedient;
25. To apply for and obtain clearance certificate as required from the West Bengal Pollution Control Board for further steps as per sanction plan on the said amalgamated plots as well as to obtain No Objection Certificate (NOC) in the said amalgamated land from the Ministry of Environment and Forest of the Central Government, if applicable;
26. To pay fees for obtaining sanction building plan and such other orders and permissions from the necessary authorities as be expedient for modification and/or alteration of the sanctioned plans and also to submit and take delivery of the deeds concerning the said Plot and also other papers and documents as may be required by the necessary authorities;
27. To appear before any Government Offices, Municipality, WBSEDCL, Chief Electrical Inspector, Government of West Bengal, Urban Development Department (Government of West Bengal), Land Ceiling Department L.A. Collectorate and in any other Government and/or Public Body or Authority or Authorities and in all other State, Executive, Judicial or Quasi-judicial,

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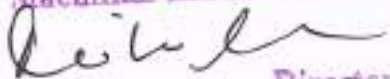
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Municipal and other authorities and also all courts and Tribunals, for all matters connected with the Premises aforesaid and construction of Building/s thereat and modification thereof and get connections of utilities and sanctioning of the Plans and other matters relating to the Premises and for obtaining all necessary permissions, sanction, clearance, NOC, etc.;

28. To give undertakings, assurances and indemnities, as be required for the purposes aforesaid;
29. To appear and represent before all authorities, make commitments and give undertakings as be required for all or any of the purposes herein contained;
30. To appear for and act in all Department and to file application or applications, petition or petitions, forms, declarations, Indemnity Bond, Affidavits, Deeds, Documents, Indentures, signed by the said Attorney in connection with building plans to be sanctioned;
31. To pay fees, obtain sanction and such other orders & permissions from the necessary authorities as be expedient for sanction, modification and/or alternation of the plan and also to submit and take delivery of title deeds concerning the said Premises and other papers & documents as may be required by the necessary authorities;

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 Director

32. To obtain refund of the excess amount of fee, if any, paid for the purpose of sanction, modification and/or alteration of the plan and/or for the purposes related thereto from any authority or authorities;
33. To apply for and obtain electricity, gas, water sewerage drainage, telephone, transformer, generator & other utilities in the said Premises and/or to make alternation therein and to close down and/or have disconnected the same and for that sign, execute, submit all papers, applications, documents and plans and to do all other acts, deeds & things as may be deemed fit and proper by the said attorney;
34. To utilise or shift or have connected the existing utilities in the said Premises in such manner as the said attorney may deem fit and proper;
35. To do plotting of the Premises i.e. dividing and demarcating the Premises into various small Plot/s of Land;
36. To construct or caused to be constructed at the Premises building or buildings and/or structures thereon and for the said purpose demolish the existing structures and to do soil testing, excavation and all other works as be deemed expedient at their own cost;
37. To identify and demarcate the Owner's Allocation, and Developer's Allocation in the Premises aforesaid;

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Director

38. To apply, submit, present, post, send and/or take back and/or receive, and to sign, execute, enter into, modify, cancel, alter, draw, approve, affirm, verify, declare and present for registration, notarisation, authentication, admit execution, have registered with District Registrars, Sub-Registrars, Registrar of Assurances, and/or notarised / authenticated by notary and/or by any Magistrate all and any Allotment/s, Agreement/s, Arrangement/s Indenture/s, Sale Deed/s, Assignment/s, Exchange/s, Lease/s, Tenancy/(ies), Transfer/s, Surrender/s, Revocation/s, Cancellation/s, Termination/s, Revocation/s, Release/s, Relinquishment/s, Mortgage/s, Charge/s, Lien/s, Statement/s, Receipt/s including Lodgment Receipts / Money Receipts, Discharge/s, Affirmation/s, Declaration/s, Undertaking/s, Indemnity/(ies), Notice/s, Return/s, Confirmation/s, Consent/s, Form/s, Application/s, Petition/s, Letter/s, Map/s, Plan/s, and/or any other deed/s, document/s, paper/s and/or writing in respect of The Premises containing such provision/s, consideration/s and/or covenant/s as the Attorney may deem fit and proper and to send and submit the same for any purpose/s and to such person/s, department/s, authorities, the Attorney/s may deem fit and proper;
39. To obtaining all and any certificates, permissions, clearances;
40. To causing mutation of the Owners of the Premises and also mutation of their persons liable to pay tax and upon such mutation to pay all municipal rates & taxes;

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Director

41. To causing all other mutation, separation, apportionment and/or amalgamation as and when required and necessary;
42. To apply for and obtain all sanction/s, permission/s, NOC, consent, approval of plan/s and others from the municipality and/or all other necessary authority/(ies) for construction of building/s at the Premises;
43. To sale, transfer, lease out, let out, exchange, mortgage, charge the Developer's Allocation and/or any part or portion thereof, and for the purpose to do booking/s, enter into any agreement/s, arrangements, deed/s, documents, forms, application/s, paper/s & writings;
44. To give consent and/or approval for the prospective purchaser of the Developer's Allocation taking loan, creating mortgage;
45. To receive and accept any money for the Developer's Allocation and give valid receipt and/or discharge for the same;
46. To acknowledge, accepting and giving consent to any transfer, assignment, nomination or in any other way disposal of the rights and obligations of the Developer under the said Agreement in its entirety or any part/s or portion/s thereof;
47. To construct and Complete building alongwith roads, common infrastructure and facilities at the Premises and dividing the Premises into various Plots/s;
48. To receive, accept, give notices and services of papers from any court, Tribunal, Postal and/or other authority and/or persons;
49. To commence, prosecute, enforce, lodge, defend, answer, oppose all suit/s, petition/s, application/s, action/s, complaint/s,

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[Signature]

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- enquiry/ies, investigation/s, trial/s, arbitration/s, conciliation/s, proceeding/s, writs, criminal proceedings, land related proceedings, revenue proceeding/s, appeals, revision/s, and any and all others and also if thought fit to compromise, refer to arbitration or conciliation and to abandon, withdraw, submit to judgement or become non-suited in any such action or proceedings as aforesaid before all and any Court/s, Tribunal/s, Authorities, Bodies, Controllers, Municipalities, Police;
50. To appear before any judicial or other official or authority for ourselves and represent ourselves in all matters relating and limited to the Premises;
51. To settle adjust compound submit to arbitration or compromise all actions suits accounts reckonings claims and demands whatsoever between ourselves and any person or persons whomsoever and in any way connected with the Premises or any part/s or portions thereof and in such manner and on such terms, conditions, considerations in all respects as the Attorney/s shall think fit and proper;
52. To affirm, sign and verify all plaints, petitions, written statements, consent petitions, affidavits, documents, vakalatnamas, warrant of attorneys, Memorandum of Appeal in any proceedings in any way concerned with the Premises or proceedings and to represent or cause to be represented for us before any Munsiff, Asst. District Judge, Magistrates, High Court or any other Courts to all intents and purposes in connection with the Premises;

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Director

53. To deposit, withdraw and receive document, costs and to receive refunds or any other money or monies and documents from all and any Court/s, Tribunal/s, Authorities, Bodies, Controllers, Police opposite parties either in execution of degree or otherwise and on receipt of payment thereof, to sign and deliver for us or any of our proper receipts and discharges for the same;
54. To Compromise, compound or withdraw cases or be non-suited to refer to arbitration all disputes and differences;
55. To engage and appoint any solicitor, advocates or counsel and /or attorneys and agents to act and plead and otherwise conduct the said court case and also contractor, engineer, architect, surveyor and / or any other person/s or professional whenever our said Attorneys shall think proper such appointments at his sole discretion;

AND GENERALLY the Attorney shall have the power to do all such other acts, deeds and things as be required for and/or in connection with the aforesaid as are ourselves could have done;

AND do hereby ratify and confirm and agree to ratify and confirm, all and whatsoever the Attorney shall lawfully do or cause to be done in or about the Premises as aforesaid;

AND be it noted that this Power of Attorney is being granted in favour of the Attorney aforesaid in pursuance of the Development Agreement defined above for development and/or commercial exploitation of the Premises;

D. C. Agarwal

Macmilan Industries Ltd.
Director

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

SIGNED SEALED & DELIVERED

by the abovenamed Owners

In the Presence of Witnesses

at Kolkata:-

1. *Abhinav Das*
453, Bashiata
Kolkata-92
2. *Ajay Kumar Singh*
29/13/A, Nandarpura Rd
Kolkata-41

SIGNED, SEALED & ACCEPTED

by the abovenamed DEVELOPER

In the Presence of Witnesses

at Kolkata:-

1. *Abhinav Das,*
2. *Ajay Kumar Singh*

D. C. Agarwal.
OWNER

Macmilan Industries Ltd.

P. K. Ray
Director

DEVELOPER

Drafted by me as per information and documents supplied to me:-












P. K. Ray.

Advocate

Alipore Judges Court,











Kolkata-700027

Print at :

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

Name..... DINESH CHANDRA AGARWAL

Signature..... D. C. Agarwal

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

Name..... MILAN GHOSH

Signature..... M. Ghosh

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

Name.....

Signature.....

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

Name.....

Signature.....








10/10/2019
 11/11/2019
 12/12/2019



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16042001994687/2022

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Dinesh Chandra Agarwal 11/2, Monoharpukur Second Lane, City:- , P.O:- Sarat Bose Road, P.S:- Tollygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700029	Principal			D-c. Agarwal 04/07/2022
2	Mr Milan Ghosh Flat No: C-1, 65/4C, Jainuddin Mistry Lane, City:- , P.O:- Chetla, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	Representative of Attorney [Macmilan Industries Limited]			
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Ashis Das Son of Late J C Das Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Mr Dinesh Chandra Agarwal, Macmilan Industries Limited ,			Ashis Das 04/07/2022

(Anupam Halder)

DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN:	192022230063978412	Payment Mode:	Counter Payment
GRN Date:	02/07/2022 14:56:18	Bank/Gateway:	ICICI Bank
BRN :	82456214	BRN Date:	02/07/2022 00:00:00
Payment Status:	Successful	Payment Ref. No:	2001994687/3/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name:	milan ghosh
Address:	KOLKATA
Mobile:	9830033984
Depositor Status:	Buyer/Claimants
Query No:	2001994687
Applicant's Name:	Mr TAPAS MUKHERJEE
Identification No:	2001994687/3/2022
Remarks:	Sale, Development Power of Attorney

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001994687/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	74920
2	2001994687/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				74941

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.



सत्यमेव जयते

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

Query No / Year	2001994667/2022	Office where deed will be registered
Query Date	01/07/2022 5:29:29 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	TAPAS MUKHERJEE ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8240694027, Status :Deed Writer	
Transaction	Additional Transaction	
[0139] Sale, Development Power of Attorney	[4305] Declaration [No of Declaration : 2]	
Set Forth value	Market Value	
Rs. 20,00,000/-	Rs. 4,02,05,457/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 75,020/- (Article:48(g))	Rs. 21/- (Article:E, E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Kusumba Road, Mouza: Kusumba, , Ward No: 007, Holding No:708 JI No: 50, , Pin Code : 700141

Sch No	Plot Number	Khatian Number	Land Use ROR Proposed		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1732 (RS :- 1659)	LR-1648	Bastu	Shali	27 Katha 3 Chatak	15,00,000/-	3,90,57,957/-	Width of Approach Road: 34 Ft.,
Grand Total :					44.8594Dec	15,00,000 /-	390,57,957 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1700 Sq FL	5,00,000/-	11,47,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 1700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1700 sq ft	5,00,000 /-	11,47,500 /-	



Query No: 2001994667 of 2022, Printed On : Jul 4 2022 11:45AM, Generated from wregistration.gov.in

5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
10. It appears that seller/transferor(s) is not recorded owner/tenant(s). Please get his/her(their) name mutated at concerned Block Land & Land Reforms Office at immediately, if possible, prior to registration, for your own benefit. You may submit application for mutation now online using the following website: banglarbhumis.gov.in.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. GARIA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



आयकर विभाग
INCOME TAX DEPARTMENT
DINESH CHANDRA AGARWAL
HANI WAS AGARWAL
23107-955
AKRPA0004K
D.C. Agarwal

भारत सरकार
GOVT. OF INDIA

D.C. Agarwal

Income Tax PAN Services Unit, OTUS
Plot No. 3 Sector 11, CBD EPIP, New
Mumbai - 400 614
आयकर सेवा केंद्र, ए. टी. यूसी. यू.
प्लॉट नं. 3, सेक्टर 11, सी. बी. डी. ए. ई. पी.
नया मुंबई - 400 614

D.C. Agarwal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MACMILAN INDUSTRIES LIMITED



18/08/2011

Income Tax PAN Services Unit

AAHCM3730B

31082011

इस कार्ड को खोने / पाये पर कृपया सूचित करें / जहाँ:-
आयकर सेवा सेवा इकाई, एनएसडीएल
सोसायटी मेट्रोपॉलिटन, सफायर चैंबर,
कोर बैंक टेलीफोन एक्सचेंज, न्यू बॉम्बे,
मुंबई - 411 005

If this card is lost / someone's card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDL
5th Floor, Sapphire Chambers,
Coor Bank Telephone Exchange,
Bombay, Pune - 411 005

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

উপস্থিত প্রাপ্ত

স্বাক্ষর

মিলন গোস্বামী

সচিব

MILAN GHOSH
PRASANTA GHOSH

18/09/1965

AIRPG6759K





ভারত সরকার

Government of India

প্রতিমহত্বিক আই সি / Enrollment No - 1041040015-030010

To
মি. মিত্র
Mian Ghosh
65/4C, J M LANE
Kolkata
West Bengal 700027
NM104058073PT



আপনার সংখ্যা / Your No.:

4137 7870 0815

- সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



মি. মিত্র
Mian Ghosh
পিতা - প্রসন্ন কুমার মিত্র
Father - PRASANTA KUMAR GHOSH
জন্ম তারিখ / Year of Birth - 1985
পূর্ণ নাম - MGB



4137 7870 0815

- সাধারণ মানুষের অধিকার

Major Information of the Deed

Deed No :	I-1604-07341/2022	Date of Registration	05/07/2022
Query No / Year	1604-2001994687/2022	Office where deed is registered	
Query Date	01/07/2022 5:29:29 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	TAPAS MUKHERJEE ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8240694027, Status :Deed Writer		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 20,00,000/-	Rs. 4,02,05,457/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Kusumba Road, Mouza: Kusumba, , Ward No: 007, Holding No:708 JI No: 50, Pin Code : 700141

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1732 (RS :-1659)	LR-1648	Bastu	Shali	27 Katha 3 Chatak	15,00,000/-	3,90,57,957/-	Width of Approach Road: 34 Ft.,
Grand Total :					44.8594Dec	15,00,000 /-	390,57,957 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1700 Sq Ft.	5,00,000/-	11,47,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 1700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1700 sq ft	5,00,000 /-	11,47,500 /-	

Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Dinesh Chandra Agarwal Son of Late Ram Niwas Agarwal 11/2, Monoharpukur Second Lane, City:- , P.O:- Sarat Bose Road, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: akxxxxxx4k,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 04/07/2022 , Admitted by: Self, Date of Admission: 04/07/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 04/07/2022 , Admitted by: Self, Date of Admission: 04/07/2022 ,Place : Pvt. Residence

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Macmilan Industries Limited 65/4C, Jainuddin Mistry Lane, City:- , P.O:- Chetla, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 , PAN No.:: aixxxxxx9k, Aadhaar No: 41xxxxxxx0815, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Milan Ghosh (Presentant) Son of Late Prasanta Ghosh Flat No: C1, 65/4C, Jainuddin Mistry Lane, City:- , P.O:- Chetla, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: aixxxxxx9k, Aadhaar No: 41xxxxxxx0815 Status : Representative, Representative of : Macmilan Industries Limited (as director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Ashis Das Son of Late J C Das Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
Identifier Of Mr Dinesh Chandra Agarwal, Mr Milan Ghosh			

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Kusumba Road, Mouza: Kusumba, , Ward No: 007, Holding No:708 JI No: 50, Pin Code : 700141

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1732, LR Khatian No:- 1648		Seller is not the recorded Owner as per Applicant.

On 04-07-2022

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

Presented for registration at 22:15 hrs on 04-07-2022, at the Private residence by Mr Milan Ghosh ..

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 4,02,05,457/-

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

Execution is admitted on 04/07/2022 by Mr Dinesh Chandra Agarwal, Son of Late Ram Niwas Agarwal, 11/2, Monoharpukur Second Lane, P.O: Sarat Bose Road, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Business

Identified by Mr Ashis Das, , Son of Late J C Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 04-07-2022 by Mr Milan Ghosh, director, Macmilan Industries Limited (Private Limited Company), 65/4C, Jainuddin Mistry Lane, City:- , P.O:- Chetla, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027

Identified by Mr Ashis Das, , Son of Late J C Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 05-07-2022

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/07/2022 12:00AM with Govt. Ref. No: 192022230063978412 on 02-07-2022, Amount Rs: 21/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 82456214 on 02-07-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100/- by online = Rs 74,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 407, Amount: Rs.100/-, Date of Purchase: 02/07/2022, Vendor name: A K Samajpati

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/07/2022 12:00AM with Govt. Ref. No: 192022230063978412 on 02-07-2022, Amount Rs: 74,920/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 82456214 on 02-07-2022, Head of Account 0030-02-103-003-02

(Signature)

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

