

7741/21

I-7724/2021



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AE 459092

Handwritten notes on the left side of the page:

- STV
- 8/8/2021
- 2001046549

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

↓
Addl. District Sub-Registrar
Pohla, South 24 Parganas

16 JUL 2021

DEVELOPMENT AGREEMENT ALONG WITH DEVELOPEMNT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT ALONGWITH DEVELOPMENT POWER OF ATTORNEY is made on this the 7th day of July, Two Thousand and Twenty One (2021) A.D.

BETWEEN

Suman Pramanik

As Constituted Attorney of
 Provs Ch Banerjee, Pratap Chandra Banerjee,
 Saumya Banerjee, Sandhya Banerjee, Manoj Kumar Mukherjee,
 Mihir Kumar Mukherjee, Manabendra Kumar Mukherjee,
 Monir Chatterjee, Malika Chowdhury Karmakar,
 Chaitali Mukherjee, Rupsha Mukherjee

- (1) SRI MALAY MUKHERJEE, (PAN:AFEPMO235J, AADHAAR NO. 5138-5793-5137), son of Late Anil Kumar Mukherjee, by faith-Hindu, by Nationality-Indian, by occupation-Retired Person, residing at 61, Panchanantala Lane, Post Office: Behala, Police Station: Parnasree, Kolkata-700034; (2) SRI MIHIR KUMAR MUKHERJEE, (PAN:AEFPM0240P, AADHAAR NO. 2128-6494-3093), son of Late Anil Kumar Mukherjee, by faith-Hindu, by Nationality-Indian, by occupation-Service, residing at 51, Panchanantala Lane, Post Office: Behala, Police Station: Parnashree, Kolkata-700034; (3) SMT CHAITALI MUKHERJEE, (PAN:AENPM2681L, AADHAAR NO.3289-4576-5523) wife of late Milton Kumar Mukherjee, by faith-Hindu, by Nationality-Indian, by occupation-Service; (4) SMT RUPSHA MUKHERJEE (PAN:FPOPM1454L), AADHAAR NO. 2753-7204-5250), daughter of Late Milton Kumar Mukherjee, by faith-Hindu, by Nationality-Indian, by occupation-Student, both residing at 234, Pathak Para Road, Post Office: Parnashree, Police Station: Parnasree, Kolkata-700060; (5) SRI MANABENDRA KUMAR MUKHERJEE, (PAN:AECPM0993C, AADHAAR NO.6211-6547-1682), son of Late Anil Kumar Mukherjee, by faith-Hindu, by Nationality-Indian, by occupation-Service, residing at 23/4, Bonomali Naskar Road, Post Office: Parnasree, Police Station: Parnasree, Kolkata-700060; (6) SMT. MONIKA CHATTOPADHYAY, (PAN:ALZPC9077B, AADHAAR NO. 8462-8465-3451), wife of Sri Prosanta Chatterjee, by faith-Hindu, by Nationality-Indian, by occupation-Housewife, residing at 79, Ray Bahadur Road, Post Office: Behala, Police Station: Behala, Kolkata-700034; (7) SMT. MALLIKA CHOWDHURY KARMAKAR, (PAN:BIAPC6771P, AADHAAR NO.8631-3293,9713), wife of Sri Avijit Chowdhury Karmakar, by faith-Hindu, by Nationality-Indian, by occupation-Service, residing at 163/3, Ram Krishna Sarani, Post Office: Parnasree, Police Station: Parnasree, Kolkata-700060; (8) SRI PROBHAS CHANDRA BANERJEE, (PAN:AMAPB7412P, AADHAAR NO.5793-2567-4656), son of Late Prosad Chandra Banerjee, by faith-Hindu, by Nationality-Indian, by occupation-Self Employed, residing at 51, Panchanantala Lane, Post Office: Behala, Police Station: Parnasree, Kolkata-700034; (9) SMT. SANDHYA BANERJEE,

Sumana Bhattacharya
As Constituted Attorney of
Prasanna Chandra Banerjee, Late Anil Kumar Mukherjee,
Somya Banerjee, Sandhya Banerjee, Malay K Mukherjee,
Mihir K Mukherjee, Manabendra K Mukherjee,
Monika Chattopadhyay, Mallika Chowdhury Karmakar,
Chaitali Mukherjee, Rupsha Mukherjee

(PAN: ALYPB0375, AADHAAR NO.4066-3163-2359), wife of Late Probhat Chandra Banerjee, by faith-Hindu, by Nationality-Indian, by occupation-Housewife, residing at 34/3, Panchanantala Lane, Post Office: Behala, Police Station: Parnasree, Kolkata-700034; (10) SRI SOUMYA BANERJEE, (PAN: ALGPB8103N, AADHAAR NO. 5387-1923-0157), son of Late Probhat Chandra Banerjee, by faith-Hindu, by Nationality-Indian, by occupation-Service, residing at 34/3, Panchanan Tala Lane, Post Office: Behala, Police Station: Parnasree, Kolkata-700034; and (11) SRI PRATAP CHANDRA BANERJEE, (PAN: ADUPB5819K, AADHAAR NO. 3827 5197 9718), son of Late Prosad Chandra Banerjee, by faith-Hindu, by Nationality-Indian, by occupation-Retired Person, residing at 51, Panchanantala Lane, Post Office: Behala, Police Station: Parnasree, Kolkata-700034, hereinafter jointly called and referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

A N D

DEBA CONSTRUCTION, a sole proprietorship firm, having its registered office at 64E, Kalipada Mukherjee Road, Post Office-Barisha, Police Station- Haridevpur, Kolkata-700008, represented by its sole proprietress-SMT SUMANA BHOWMICK, (PAN.AIGPB3638P, AADHAAR NO. 7658 7121 8757), wife of Sri Debashis Bhowmick, by faith- Hindu, by occupation - Business, residing at 26/B, Motilal Gupta Road, Post Office-Barisha, Police Station: Haridevpur, Kolkata-700008, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS one Sri Ram Chandra Banerjee was the Owner in respect of ALL THAT piece and parcel of land measuring 9 decimals, in C.S. Dag No. 3965; ALL THAT piece and parcel of land measuring 40 decimals, in C.S. Dag No. 3970, and ALL THAT piece and parcel of land measuring 21 decimals, in C.S. Dag No. 3971, all of under C.S.

Sumana Bhowmick
As Constituted Attorney of

Provas Ch. Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay K. Mukherjee,
Manoj K. Mukherjee, Manoj K. Mukherjee,
Monika Chattopadhyay, Malloj Choudhury Kamruti,
Chaitali Mukherjee, Hupshu Mukherjee

Khatian No. 661 of Mouza-Behala, J.L. No.102, R.S. No. 83, at and being Municipal Holding No. 51, Panchanantala Lane, Police Station: Behala within the then territorial limits of South Suburban Municipality, now within the territorial limits of the Kolkata Municipal Corporation, District: 24 Parganas, together with all rights of easement, facilities and amenities annexed thereto.

AND WHEREAS before promulgation of Hindu Succession Act, 1956, the said Ram Chandra Banerjee died leaving behind his two sons Prosad Chandra Banerjee and Umesh Chandra Banerjee as his heirs and after demise of Ram Chandra Banerjee, his two sons inherited the aforesaid property jointly, each having undivided $\frac{1}{2}$ share in it.

AND WHEREAS during Revisional Settlement, the name of Prosad Chandra Banerjee had been published and recorded in respect of 50% share in R.S. Dag Nos. 13749 and 13743, under Khatian No. 6662; 12.5% share in R.S. Dag No. 13747, under R.S. Khatian No. 6663; 12.5% share in R.S. Dag No. 13747, under R.S. Khatian No. 6664; while the name of Umesh Chandra Banerjee had been published and recorded in respect of another 50% share in R.S. Dag Nos. 13749 and 13743, under Khatian No. 6667, 12.5% share in R.S. Dag No. 13747, under R.S. Khatian No. 6666; and 12.5% share in R.S. Dag No. 13747, under Khatian No. 6665, all of Mouza- Behala.

AND WHEREAS the said Prosad Chandra Banerjee died intestate on 04.11.1967 leaving behind his six sons namely - Probodh Chandra Banerjee, Prakash Chandra Banerjee, Promode Chandra Banerjee, Probhas Chandra Banerjee, Probhat Chandra Banerjee and Protap Chandra Banerjee and two daughters Parul Bala Chatterjee and Aparna Chatterjee as his heirs and after the demise of Prosad Chandra Banerjee, his six sons and two daughters inherited undivided $\frac{1}{2}$ (half) share in the aforesaid property jointly.

AND WHEREAS the said Umesh Chandra Banerjee died intestate on 21.10.1967 leaving behind his one son Nirmal Chandra Banerjee and three daughters Pramila Mukherjee, Sabita Mukherjee and Shibani Chakraborty as his heirs and after the demise of Umesh Chandra Banerjee his son and three daughters inherited undivided $\frac{1}{2}$ (half) share in the aforesaid property.

Sumana Bhattacharya

As Constituted Attorney of

Prosad Ch. Banerjee, Protap Chandra Banerjee

Sourya Banerjee, Sandhya Banerjee, Mazy K. Mukherjee,

Mina K. Mukherjee, Manabendra K. Mukherjee,

Mouli Chattopadhyay, Malika Chowdhury Karmakar,

Pratik Mukherjee, Rupsha Mukherjee

AND WHEREAS after getting the aforesaid property by virtue of inheritance, while the heirs of Prosad Chandra Banerjee and Umesh Chandra Banerjee were jointly seized and possessed of the same as joint owners, out of them, Sabita Mukherjee as Plaintiff instituted Title Suit No. 143 of 1989, before the Learned 7th Court of Civil Judge (Senior Division) at Alipore against 1) Nirmal Chandra Banerjee, 2) Pramila Mukherjee, 3) Shibani Chakraborty, 4) Probodh Chandra Banerjee, 5) Prakash Chandra Banerjee, 6) Promode Chandra Banerjee, 7) Probhas Chandra Banerjee, 8) Probhat Chandra Banerjee, 9) Protap Chandra Banerjee, 10) Parul Bala Chatterjee and 11) Aparna Chatterjee as Defendants for partition and other relief.

AND WHEREAS the said 1) Nirmal Chandra Banerjee, 2) Pramila Mukherjee, 3) Shibani Chakraborty, 4) Probodh Chandra Banerjee, 5) Prakash Chandra Banerjee, 6) Promode Chandra Banerjee, 7) Probhas Chandra Banerjee, 8) Probhat Chandra Banerjee, 9) Protap Chandra Banerjee, 10) Parul Bala Chatterjee and 11) Aparna Chatterjee as Defendants appeared in this suit and filed their separate written statements and after taking evidence and on contested hearing, the Learned Court passed preliminary decree on 27.05.1993, thereby declared that the Plaintiff Sabita Mukherjee is the Owner of undivided 1/8th share in the suit property and the Defendants have 7/8th share out of which the Defendant Nos. 1 to 3 have (1) Nirmal Chandra Banerjee, (2) Pramila Mukherjee and (3) Shibani Chakraborty, each having undivided 1/8th share, while the Defendant Nos. 4 to 11, Probodh Chandra Banerjee, Prakash Chandra Banerjee, Promode Chandra Banerjee, Probhas Chandra Banerjee, Probhat Chandra Banerjee, Protap Chandra Banerjee, Parul Bala Chatterjee and Aparna Chatterjee have undivided 1/2 (half) share in the aforesaid property. The Learned 7th Court of Civil Judge (Senior Division) at Alipore also directed the parties to amicably settle their disputes, failing which partition commissioner would be appointed.

AND WHEREAS after passing preliminary decree no amicable partition was done amongst the parties and subsequently one Samir Mukherjee, Advocate was appointed as partition commissioner to partition the property by metes and bounds.

Suman Ghosh
As Constituted Attorney for
Prosad Ch. Banerjee, Protap Chandra Banerjee,
Sourma Banerjee, Sandhya Banerjee, Malay K. Mukherjee,
Mhr. K. Mukherjee, Manojendra K. Mukherjee,
Monika Chatterjee, Malika Choudhury Karmakar,
Chaitali Mukherjee, Rupsha Mukherjee

AND WHEREAS during pendency of this suit, Defendant No. 1 Nirmal Chandra Banerjee, by virtue of registered Deed of Sale dated 16.12.1992, sold, transferred and conveyed his undivided 1/8th share in the aforesaid property in favour of Plaintiff Sabita Mukherjee. The said Deed was registered at the Office of the District Sub-Registrar -II at Alipore and entered in Book No. 1, Volume No. 104, Page Nos. 128 to 137, Being No. 6691 for the year 1992.

AND WHEREAS during pendency of this suit, Sabita Mukherjee the sole Plaintiff died leaving behind her four sons and two daughters and their names were substituted by Order dated 20.10.2010 and brought on record as Plaintiff Nos. 1(a) Malay Kumar Mukherjee, 1(b) Mihir Kumar Mukherjee, 1(c) Milon Kumar Mukherjee, since deceased 1(d) Manabendra Kumar Mukherjee, 1(e) Manika Chattopadhyay and 1(f) Malika Chowdhury Karmakar.

AND WHEREAS Pramila Mukherjee, the Defendant No. 2, by virtue of a registered Deed of Sale dated 09.07.1997 sold transferred and conveyed her undivided 1/8th share in the aforesaid property in favour of Probhas Chandra Banerjee, Probhat Chandra Banerjee and Protap Chandra Banerjee. The said Deed was registered at the Office of District Sub-Registrar-II at Alipore and entered in Book No. 1, Volume No. 81, Page Nos. 256 to 274, Being No. 2491 for the year 1997.

AND WHEREAS as Pramila Mukherjee, the Defendant No. 2 sold, transferred and conveyed her share in the aforesaid property to Probhas Chandra Banerjee, Probhat Chandra Banerjee and Protap Chandra Banerjee, consequently her name was expunged from the caused file by virtue of the Order No. 61 dated 07.11.1999.

AND WHEREAS during pendency of this suit, Shibani Chakraborty, the Defendant No. 3 died intestate on 30.06.1993 leaving behind her husband and three sons and their names were substituted and brought on record as Defendant Nos. 3(a) Ramendra Nath Chakraborty, 3(b) Debasis Chakraborty, 3(c) Subhasis Chakraborty and 3(d) Ashish Chakraborty.

AND WHEREAS the Defendant Nos. 3(a) Ramendra Nath Chakraborty, 3(b) Debasis Chakraborty, 3(c) Subhasis Chakraborty

Sumana Bhattacharya
As Constituted Attorney of

Pravsa Ch Banerjee, Protap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay kr Mukherjee,
Mihir kr Mukherjee, Manobendra kr Mukherjee,
Manika Chattopadhyay, Malika Chowdhury Karmakar,
Chatab Mukherjee, Rupsha Mukherjee

and 3(d) Ashish Chakraborty by virtue of a registered Deed of Sale dated 15.12.2000 sold transferred and conveyed their undivided 1/8th share in the aforesaid property in favour of Probhas Chandra Banerjee, Probhat Chandra Banerjee and Protap Chandra Banerjee. The said Deed was registered at the Office of District Sub-Registrar-II at Alipore and entered in Book No. 1, Volume No. 105, Page Nos. 153 to 160, Being No. 4566 for the year 2000.

AND WHEREAS as the Defendant Nos. 3(a) Ramendra Nath Chakraborty, 3(b) Debasis Chakraborty, 3(c) Subhasis Chakraborty and 3(d) Ashish Chakraborty, sold and/or transferred their share to Probhas Chandra Banerjee, Probhat Chandra Banerjee and Protap Chandra Banerjee, consequently their name were expunged by virtue of the order of the Learned Court.

AND WHEREAS Parul Bala Chatterjee, the Defendant No. 10 and Aparna Chatterjee, the Defendant No. 11 by virtue of a registered Deed of Gift dated 04.12.1992 gifted their undivided 1/8th share in the aforesaid property in favour of Probodh Chandra Banerjee, Prakash Chandra Banerjee, Promode Chandra Banerjee, Probhas Chandra Banerjee, Probhat Chandra Banerjee, Protap Chandra Banerjee. The said Deed of Gift was registered at the Office of the District Sub-Registrar-II at Alipore and entered in Book No. I, Volume No. 101, Page Nos. 315 to 322, Being No. 6566 for the year 1999.

AND WHEREAS the Defendant No. 4 Probodh Chandra Banerjee died intestate bachelor on 16.02.2007, the Defendant No. 5 Prakash Chandra Banerjee died as intestate bachelor on 13.04.1992 and the Defendant No. 6 Promode Chandra Banerjee died intestate bachelor on 18.12.2005, and their names were expunged vide Order dated 18.09.2010.

AND WHEREAS the Defendant No. 8 Probhat Chandra Banerjee died intestate leaving behind his wife Sandhya Banerjee and a son Soumya Banerjee as his heirs and after the demise of Probhat Chandra Banerjee, his wife and son inherited undivided share in aforesaid property and their names were substituted by virtue of Order dated 18.09.2010 as Defendant Nos. 8(a) and 8(b).

Sumana Bhattacharya
As Constituted Attorney of
Pravat Ch. Banerjee, Protap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Manoj & Mukherjee,
Ashis & Mukherjee, Manoj & Mukherjee,
Monika Chatterjee, M. J. Chatterjee, Karmakar,
Rupam Mukherjee

AND WHEREAS the aforesaid property has been included within the territorial limits of the Kolkata Municipal Corporation and it has since been known as Municipal Premises No. 42, Panchanantala Lane, corresponding to mailing address 51, Panchanantala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131.

AND WHEREAS subsequently, this suit has been transferred from Learned 7th Court of Civil Court (Senior Division) at Alipore to the Learned 9th Court of Civil Court (Senior Division) at Alipore and renumbered as Title Suit 23 of 2014 for disposal.

AND WHEREAS Sri Moley Mukherjee, Sri Mihir Kumar Mukherjee, Milon Kumar Mukherjee, since deceased, Sri Manabendra Kumar Mukherjee, Smt. Monika Chattopadhyay, Sri Mallika Chowdhury Karmakar, have undivided 25% share, while Sri Probhas Chandra Banerjee, Smt. Sandhya Banerjee, Sri Soumya Banerjee and Sri Protap Chandra Banerjee, have undivided 75% share in respect of **ALL THAT** piece and parcel of land measuring 9 (nine) Cottahs 12 (twelve) Chittacks and 37 (thirty-seven) Square Feet, be the same or a little more or less, at and being Municipal Premises No. 42, Panchanantala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, together with all right of easements, facilities and amenities annexed thereto.

AND WHEREAS Sri Probhas Chandra Banerjee, Smt. Sandhya Banerjee, Sri Soumya Banerjee and Sri Protap Chandra Banerjee, are the joint owners in respect of **ALL THAT** piece and parcel of land measuring 12 (twelve) Chittacks, be the same or a little more or less, at and being Municipal Premises No. 43, Panchanantala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, together with all rights of easement, facilities and amenities annexed thereto.

AND WHEREAS Sri Moley Mukherjee, Sri Mihir Kumar Mukherjee, Milon Kumar Mukherjee, since deceased, Sri Manabendra Kumar Mukherjee, Smt. Monika Chattopadhyay, Sri Mallika Chowdhury

Soumya Banerjee
As Constituted Attorney of

Probhas Ch. Banerjee, Protap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay K. Mukherjee,
Mihir K. Mukherjee, Manabendra K. Mukherjee,
Monika Chattopadhyay, Mallika Chowdhury Karmakar,
Chabi Mukherjee, Rupsha Mukherjee

Karmakar, have undivided 25% share, while Sri Probhas Chandra Banerjee, Smt. Sandhya Banerjee, Sri Soumya Banerjee and Sri Proutap Chandra Banerjee, have undivided 75% share in respect of **ALL THAT** piece and parcel of land measuring 16 Cottahs and 38 Square Feet, be the same or a little more or less, at and being Municipal Premises No. 42, Panchananatala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, together with all right of easements, facilities and amenities annexed thereto.

AND WHEREAS after passing preliminary decree, the Partition Commissioner Sri Samir Mukherjee filed his final report on 15.12.2012 and but final decree for partition could not be finalized as the parties did not agree with their allotments and objection was filed against the final report.

AND WHEREAS after passing preliminary decree and submission of commissioner's report, the Owners tried their level best to resolve the dispute amicably as the suit was pending since 1989. The Owners sat on several meetings along with their common friends, dear and near ones. They have settled that outcome of the prolong litigation is expensive, uncertain and time consuming and with intervention of common friends, dear and near ones, the Owners have settled their disputes amicably. After amicable settlement, the Owners appointed surveyor for partitioning the suit property by metes and bounds and after taking measurement, the area of the property comes to 26 Cottahs 11 Chittacks 17 Square feet and divided the property into separate lots and prepared plan together with right to use path and passage for egress and ingress including common amenities and facilities annexed thereto.

AND WHEREAS the said Sri Malay Kumar Mukherjee, Sri Mihir Kumar Mukherjee, Milon Kumar Mukherjee, since deceased, Sri Manabendra Kumar Mukherjee, Smt. Monika Chauopadhyay, Smt. Mallika Chowdhury Karmakar as plaintiffs have undivided 25% share, while the said Sri Probhas Chandra Banerjee, Smt. Sandhya Banerjee, Sri Soumya Banerjee and Sri Proutap Chandra Banerjee as defendants have undivided 75% share in the in respect of land

Sumana Bhattacharya

As Constituted Attorney of
Provas Chandra Banerjee,
Soumya Banerjee, Malay K Mukherjee,
Manabendra K Mukherjee,
Monika Chauopadhyay, Mallika Chowdhury Karmakar,
Mihir Mukherjee, Milon Mukherjee

measuring 26 Cottahs 11 Chittacks 17 Square feet, be the same or a little more or less, whereupon building and structure standing thereon lying and situate in R.S. Dag Nos. 13749, 13747 & 13743, under Khatian No. 6662, 6663, 6664, 6666 and 6667 of Mouza-Behala, J.L. No. 102, R.S. No. 83 at and being Municipal Premise No. 42, Panchanantala Lane, Police Station-Behala now Parnastee, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131.

AND WHEREAS it is specifically mentioned herein that out of the aforesaid property, the Defendant No.1 i.e. Sri Probhas Chandra Banerjee has 25% share and Defendant Nos. 2 and 3 i.e. Smt. Sandhya Banerjee and Sri Soumya Banerjee have jointly 25% share, while the Defendant No. 4 i.e. Sri Pratap Chandra Banerjee has 25% share.

AND WHEREAS after settlement of all terms and finalizing the plan, the Plaintiffs and the Defendants of Title Suit No. 23 of 2014 therein namely the Owners herein filed one application on 27.09.2016 for compromise under Order 23 Rule 3 of the Code of Civil Procedure in the Court of the Learned 9th Civil Judge (Senior Division) at Alipore.

AND WHEREAS after taking evidence, the Learned 9th Civil Judge (Senior Division) at Alipore passed order final decree for partition dated 21.01.2017, thereby accepted the application under Order 23 Rule 3 of the Code of Civil Procedure and terms and conditions mentioned therein as valid and legal and the application has been treated as part of the order.

AND WHEREAS by virtue of the compromise final decree for partition, the Plaintiffs and the defendants of the said Title Suit 23 of 2014 became the joint absolute Owners in respect of **ALL THAT** piece and parcel of land measuring 3 (three) Cottahs 15 (fifteen) Chittacks 7 (seven) Square feet, be the same or a little more or less, whereupon structure standing thereon measuring covered area of 1300 Square feet, be the same or a little more or less, lying and situate in part of R.S. Dag No. 13743, under R.S. Khatian No. 6662 of Mouza- Behala,

No.102 at and being Municipal Premises No. 42, Panchanantala Lane, corresponding to mailing address 51, Panchanantala Lane,


Suman Ghosh
As Credited Attorney
Pravas Ch. Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Mihir Ch. Mukherjee,
Mihir Ch. Mukherjee, Anuradha Ch. Mukherjee,
Monika Chatterjee, Tanika Ghosh, Kamalakar
Chatterjee, Rupsha Mukherjee

Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, as mentioned in SCHEDULE-"B" in Lot No. A delineated with "Red" border in the annexed plan, together with all right of easements, facilities and amenities annexed thereto.

AND WHEREAS after getting the aforesaid property, by virtue of compromise in partition suit, the said Sri Malay Kumar Mukherjee, Sri Mihir Kumar Mukherjee, Milon Kumar Mukherjee, since deceased, Sri Manabendra Kumar Mukherjee, Smt. Monika Chattopadhyay, Smt. Mallika Chowdhury Karmakar, Sri Probhas Chandra Banerjee, Smt. Sandhya Banerjee, Sri Soumya Banerjee and Sri Praiap Chandra Banerjee as owners got their name mutated in respect of ALL THAT piece and parcel of land measuring 3 (three) Cottahs 15 (fifteen) Chittacks 7 (seven) Square feet, be the same or a little more or less, in the records of the Kolkata Municipal Corporation and after apportionment from the mother premises, the property has since been known as KMC Premises No. 42C, Panchanantala Lane, corresponding to mailing address 51, Panchanantala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, under Assessee No. 411311204092 and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS during L.R. Settlement, the present owners also got their names mutated in records of B.L. & L.R.O, Government of West Bengal, under L.R Khadan No. 7526,7527,7528,7529,7531,7532,7533,7534,7535,7536 respectively and paying Khajna to the Government.

AND WHEREAS after getting the aforesaid property by virtue of the compromise application for partition in Title Suit No. 23 of 2014, the Plaintiffs and the Defendants of the said Title Suit 23 of 2014 as Owners got their names separately assessed and mutated in respect of ALL THAT piece and parcel of land measuring 3 (three) Cottahs 15 (fifteen) Chittacks 7 (seven) Square feet, be the same or a little more or less, at and being part of Municipal Premises No. 42, Panchanantala Lane in the records of the Kolkata Municipal Corporation and after


As Conciliated Attorney of
Pravas Ch Banerjee, Pralap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay kr Mukherjee,
Mihir kr Mukherjee, Manabendra kr Mukherjee,
Monika Chattopadhyay, Mallika Chowdhury Karmakar,
Chaitali Mukherjee, Rupsha Mukherjee

separation, the Authority of Kolkata Municipal Corporation keep the mother premises namely Municipal Premises No. 42C, Panchanantala Lane in its record containing land measuring 3 (three) Cottahs 15 (fifteen) Chittacks 7 (seven) Square feet, be the same or a little more or less, under Assessee No. 411311204092.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 07.07.1958, one Samir Kumar Majumder as Owner sold, transfer and conveyed **ALL THAT** piece and parcel of land measuring 12 (twelve) Chittacks, be the same or a little more or less, lying and situate in C.S. Dag No. 3970, under C.S.Khatian No.661 of Mouza- Behala, J.L. No. 2, R.S.No-83 unto and in favour of Prakash Chandra Banerjee @ Bandyopadhyay. The said Deed was registered at the Office of Joint Sub Registrar at Behala and entered in Book No. 1, Volume No. 40, Page Nos. 31 to 34, Being No. 2673 for the year 1958.

AND WHEREAS after the purchase as aforesaid, the said Prakash Chandra Banerjee @ Bandyopadhyay got his name mutated in respect of the aforesaid property in the records of the Kolkata Municipal Corporation and the property has since been known as Municipal Premises No. 43, Panchanantala Lane Police Station-Behala now Parnasree, Kolkata-700034, under Assessee No. 41-131-12-0043-8 and enjoying the same by paying taxes, khajna and outgoings to the appropriate authority.

AND WHEREAS Prakash Chandra Banerjee @ Bandyopadhyay died intestate as Bachelor on 13.04.1992, leaving behind his three brothers- Sri Probhas Chandra Banerjee, Sri Pratap Chandra Banerjee and Sri Probhat Chandra Banerjee and after the demise of Prakash Chandra Banerjee @ Bandyopadhyay his three brothers inherited the aforesaid property according to law each having undivided 1/3rd share in it.

AND WHEREAS the said Probhat Chandra Banerjee died intestate on 08.010.2006 leaving behind his wife -Sandhya Banerjee and only son Soumya Banerjee and after the demise of Probhat Chandra Banerjee his wife and one son inherited undivided 1/3rd share in the aforesaid property jointly according to law each having undivided 1/6th share in it.

Sumana Bhattacharya

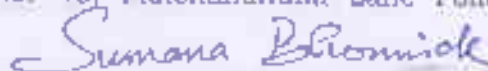
As Constituted Attorney of
Provas Ch. Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay kr Mukherjee,
Mihir kr Mukherjee, Manabendra kr Mukherjee,
Monika Chattopadhyay, Malika Chowdhury Karimkar,
Chaital Mukherjee, Rupsha Mukherjee

AND WHEREAS land measuring 12 (twelve) Chittacks, be the same or a little more or less, in R.S. Dag No.13744 was subsequently converted from Danga to Bastu by the B.L. & L.R.O. dated 11/05/2018.

AND WHEREAS during Revisional settlement, C.S.Dag No. 3970, has been transformed into R.S. Dag No. 13744 and C.S. Khatian No.3970 has been changed and transformed into R.S. Khatian No.6591. During L.R. settlement, the name of Sri Probhas Chandra Banerjee, Sri Protap Chandra Banerjee, Smt. Sandhya Banerjee and Sri Soumya Banerjee were mutated and recorded under L.R Khatian Nos. 7526,7527,7528,7529 respectively.

AND WHEREAS thus, by virtue of inheritance Sri Probhas Chandra Banerjee, Sri Protap Chandra Banerjee, Smt. Sandhya Banerjee and Sri Soumya Banerjee become the joint Owners in respect of **ALL THAT** piece and parcel of land measuring 12 (twelve) Chittacks, be the same or a little more or less, lying and situate in now R.S & L.R Dag No. 13744, under R.S. Khatian No.6591,corresponding to L.R Khatian No. 7526,7527,7528,7529 of Mouza-Behala, at and being Municipal Premises No. 43, Panchanantala Lane Police Station-Behala now Parnasree, Kolkata-700034, under Assessee No. 41-131-12-0043-8, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131 and got their names mutated in the records of B.L. & L.R.O. under L.R Khatian No. 7526,7527,7528,7529 and enjoying the same by paying taxes and outgoings to the appropriate authority.

AND WHEREAS by virtue of a registered Deed of Gift dated 24.01.2018, the said Sri Probhas Chandra Banerjee, Sri Protap Chandra Banerjee, Smt. Sandhya Banerjee and Sri Soumya Banerjee, as Donors gifted undivided 2 (two) Chittacks, alongwith structure with structure standing thereon out of **ALL THAT** piece and parcel of land measuring 12 (twelve) Chittacks, be the same or a little more or less, lying and situate in now R.S & L.R Dag No. 13744, under R.S. Khatian No. 6591, corresponding to L.R Khatian No. 7526,7527,7528,7529 of Mouza- Behala, at and being Municipal Premises No. 43, Panchanantala Lane Police Station-Behala now



As Consolidated Attorney of
Prayas Ch Banerjee, Protap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay kr Mukherjee,
Mitu kr Mukherjee, Manabendra kr Mukherjee,
Monika Chattopadhyay, Mallika Chowdhury Karmakar,
Chaital Mukherjee, Rupsha Mukherjee

Parnasree, Kolkata-700034, under Assessee No. 41-131-12-0043-8, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131 unto and in favour of Sri Malay Kumar Mukherjee, Sri Mihir Kumar Mukherjee, Milon Kumar Mukherjee, since deceased, Sri Manabendra Kumar Mukherjee, Smt. Monika Chattopadhyay, Smt. Mallika Chowdhury Karmakar as Donces namely the Owner Nos. 1 to 6 herein. The said Deed of Gift was registered at the Office of District Sub Registrar-II at Alipore and entered in Book No. I, Volume No. 1602-2018 Page Nos. 34460 to 34493, Being No. 160200889 for the year 2018.

AND WHEREAS thus by virtue of gift, the said Sri Malay Kumar Mukherjee, Sri Mihir Kumar Mukherjee, Milon Kumar Mukherjee, since deceased, Sri Manabendra Kumar Mukherjee, Smt. Monika Chattopadhyay, Smt. Mallika Chowdhury Karmakar, Sri Probhas Chandra Banerjee, Smt. Sandhya Banerjee, Sri Soumya Banerjee and Sri Pratap Chandra Banerjee became the joint absolute Owners in respect of **ALL THAT** piece and parcel of land measuring 12 (twelve) Chittacks, be the same or a little more or less, lying and situate in now R.S & L.R Dag No. 13744, under R.S. Khatian No.6591, corresponding to L.R Khatian No. 7526,7527,7528,7529 of Mouza-Behala, at and being Municipal Premises No. 43, Panchanatala Lane Police Station-Behala now Parnasree, Kolkata-700034, under Assessee No. 41-131-12-0043-8, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131.

AND WHEREAS the said Sri Malay Kumar Mukherjee, Sri Mihir Kumar Mukherjee, Milon Kumar Mukherjee, since deceased, Sri Manabendra Kumar Mukherjee, Smt. Monika Chattopadhyay, Smt. Mallika Chowdhury Karmakar, Sri Probhas Chandra Banerjee, Smt. Sandhya Banerjee, Sri Soumya Banerjee and Sri Pratap Chandra Banerjee as owners applied for amalgamation of the aforesaid two premises into one premises to the Kolkata Municipal Corporation and after ratification of all formalities the Kolkata Municipal Corporation amalgamated two premises namely Municipal Premises Nos.43 and 42C, Panchanatala Lane into one premises and after amalgamation, two premises has since been known as Municipal Premises No. 43.

Sourana Bhownik

As Constituted Attorney of
Pratap Ch Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay kr Mukherjee,
Mihir kr Mukherjee, Manabendra kr Mukherjee,
Monika Chattopadhyay, Mallika Chowdhury Karmakar,
Chatal Mukherjee, Rupsha Mukherjee

Panchanantala Lane containing land measuring 4(four) Cottah 11(eleven) Chittacks 7(seven) square feet.

AND WHEREAS in the meantime the said Milon Kumar Mukherjee, died intestate on 30.04.2021 leaving behind his wife Smt. Chaitali Mukherjee and daughter Miss Rupsha Mukherjee as his heirs and after the demise of Milon Kumar Mukherjee, his wife and daughter inherited his undivided share in the aforesaid property and became the joint owners.

AND WHEREAS the present Owners owned and possessed of **ALL THAT** piece and parcel of land measuring 4(four) Cottahs 11 (eleven) Chittacks and 7(seven) Square Feet, be the same or a little more or less, lying and situate in L.R & R.S. Dag Nos. 13743 & 13744, under L.R Khatian Nos. 7526, 7527, 7528, 7529, 7531, 7532, 7533, 7534, 7535, 7536 and 7526, 7527, 7528, 7529 of Mouza- Behala, J.L. No.102, at and being Municipal Premises No. 43, Panchanantala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, District: South 24 Parganas, together with all right of easement, facilities and amenities annexed thereto, which has been specifically described in the **SCHEDULE "A"** hereunder and hereinafter referred to as the "**Said Premises**".

AND WHEREAS the present Owners are desirous to raise a multi-storied Building upon the said premises. But due to financial stringency and/or paucity of funds and experience, the Owners are unable to start construction of the said Building upon the said property and had been in search of a Builder and/or Developer who can undertake the responsibility of construction of such Building upon the said premises by his own arrangement and at his own expenses.

AND WHEREAS having come to know about the intention of the Owners, the Developer contacted the Owners and requested them to allow her to develop the said premises as desired by the Owners by constructing the Building upon the said property at his own arrangement, cost and expenses.

Suman Bhattacharya

As Constituted Attorney of
Pravat Ch. Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay K. Mukherjee,
Mihir K. Mukherjee, Manabendra K. Mukherjee,
Monika Chattopadhyay, Matika Chowdhury Karmakar,
Chaitali Mukherjee, Rupsha Mukherjee

ARTICLE-XX: POWER OF ATTORNEY

20.1 The Owners are appointing, nominating and constituting the Attorneys herein as their true and lawful Attorneys for and on their behalf and in their name, place and stead to **SMT SUMANA BHOWMICK**, wife of Sri Debashis Bhowmick, by faith- Hindu, by occupation - Business, residing at 26/B, Motilal Gupta Road, Post Office-Barisha, Police Station- Thakurpukur now Haridevpur, Kolkata-700008, sole proprietress of **DEBA CONSTRUCTION**, a sole proprietorship firm, having its registered office at 64E, Kalipada Mukherjee Road, Post Office-Barisha, Police Station- Haridevpur, Kolkata-700008, in respect to do the following acts, deeds, matters and things in respect of the said premises mentioned in **SCHEDULE "A"** hereunder and that is to say :-

1. To defend, possess, manage and maintain the said premises and to construct the building upon the land at the said premises as per plan to be sanctioned by Kolkata Municipal Corporation in terms of the Development Agreement.
2. To erect boundary walls in and around of the said premises.
3. To apply for and obtain sanction of the building plan from the Kolkata Municipal Corporation and/or any other authorities and to sign and execute any such papers documents instruments that may be required in this regard.
4. To sign, execute and submit all applications maps plans specification and obtain the same thereof upon sanction in respect of any new plan and/or any modification and/or alterations and/or revised thereafter upon the building plan sanctioned by the Kolkata Municipal Corporation and to sign and execute and submit any plan papers and documents and perform all the formalities and obligations as may be required or necessary from time to time.
5. To pay fees to obtain sanction and other records permission and/or consents from the necessary authorities as be necessary or required for modification, alteration and/or sanction of the plan and/or any utility serving and/or



As Constituted Attorney of
Pravas Ch Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay kr Mukherjee,
Mihir kr Mukherjee, Manabendra kr Mukherjee,
Monika Chattopadhyay, Malika Chowdhury Karanath,
Chaital Mukherjee, Rupsha Mukherjee

- concerning the said premises and also to sign other documents as may be required by the authorities from time to time.
6. To appoint Engineers, Architects and their agent or agents and Sub-Contractors as the said Attorney shall think fit and proper and to make payment of their fees and charges of such Architects, Engineers and their agent or agents and/or sub-contractors, for and on behalf of the Principals.
 7. To apply for electricity, water, drainage, sewerage, telephone, lift or of any other utility in the said premises and/or to make alterations in the existing connection and to have disconnected the same and for that to sign and execute and submit all papers applications documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the attorney.
 8. To apply for and to obtain licenses and permissions that may be necessary or be required for the purpose of installation and running of lift, generator for auxiliary power supply or for the purpose of having the drain of the said premises to be disconnected and/or connected to the municipal drain and for all or any of the purposes above mentioned to sign and execute all necessary papers.
 9. To make, supervise and carry out construction of the building and/or structures according to the sanctioned building plan to be sanctioned by the competent authority in respect of the said premises as mentioned in Schedule hereunder and to that effect to get signed, pursue and collect on behalf of the Principals all such or relevant applications, drawings, documents and any representations of whatsoever manner or nature that is being sought to be done by the aforesaid department of the competent authority or by other and when necessary as and/or asked for.
 10. To appear and represent the Principals before the Kolkata Municipal Corporation, building Tribunal and other authorities concerned regarding any notice received or served upon the



As Constituted Attorney of
Pravas Ch. Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Manoj kr Mukherjee,
Anir kr Mukherjee, Manobendra kr Mukherjee,
Monika Chattopadhyay, Malika Chowdhury Kamakal,
Charak Mukherjee, Rupsha Mukherjee

Principals in respect of the said premises and to make representations, prefer appeals reviews and revisions and for that to sign and submit all papers appeals applications and papers and to appear and make representation for and on behalf of the Principals before the authorities concerned.

11. To appear and represent the Principals before the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Fire Services Dept. West Bengal, Kolkata Police, West Bengal Police, C.E.S.C, and Airport Authority in connection with the said premises and to sign and execute all the papers and documents wherever necessary.
12. To sign and execute all the papers and documents relating to obtain no objection from KIT, Airport Authority, Fire Brigade, KMDA and Kolkata Police and West Bengal Police.
13. To sign and execute all paper and documents relating to the said premises Kolkata Municipal Corporation and other authority for mutation, amalgamation, conversation, in the name of the Principals.
14. To sign and execute all papers and documents relating to the said premises for obtaining land ceiling clearance from the Competent Authority.
15. To sign and execute all papers and documents relating to mutation and conversion of the said premises before the B.L. & L.R.O, Government of West Bengal.
16. To appear and represent Principals before any Notary Public, Registrar of Assurances, District Registrar, Sub-Registrar or any other officer or officers having jurisdiction and to present for registration and have registered and performed all deeds, agreements, documents and instruments executed and signed by the said Attorney in any manner concerning the developers allocation of the said premises or any part thereof with undivided share of land and admit execution thereof.
17. To enter into agreement for sale, deed of conveyance, transfer or otherwise in respect of the Developer's allocation mentioned



As Constituted Attorney of

Pravat Ch. Esterjee, Pratul Chandra Banerjee,
Somya Banerjee, Sandhya Banerjee, Malay K. Mukherjee,
Mhr K. Mukherjee, Manabendra K. Mukherjee,
Monika Chatteropadhyay, Malika Chowdhury Kamraker,
Chaitali Mukherjee, Rupsha Mukherjee

in the Development Agreement together with undivided proportionate share of the land of the said premises at a settled price to be settled by the attorney and to collect money from the intending Purchaser(s) and to grant receipt and acknowledge the payment.

18. To sign and execute any other deeds, documents, Agreements for Sale, Deed of Conveyance or Deed of Sale in respect of the Developer's allocation mentioned in the Development Agreement together with undivided proportionate share of the land of the said premises and to present the same for registration before the registering authority and to admit the execution thereof.
19. To receive money or moneys whether in advance or booking from time to time or at a time from the intending Purchaser or Purchasers in respect of the Developer's Allocation including the tenanted accommodation acquired by the Developer in terms of the said Development Agreement and to grant proper receipt and discharge thereof.
20. To deliver khas and vacant possession of the Developer's Allocation acquired by the Developer to the intending Purchaser or Purchasers.
21. To charge by way of equitable mortgage in respect of the Developer's Allocation consisting apartment/ unit/floor/ flats/car parking spaces of the proposed building and to make the Principals free from all encumbrances and liabilities whatsoever.
22. To sign execute and submit all declarations statements applications and affirm affidavits as may be necessary or required from time to time.
23. To commence, prosecute, enforce, defend, answer and oppose all actions and proceedings concerning in any way the said premises or any part thereof including those relating to acquisition and/or requisition in which the Principals are now or may hereafter be interested or concerned and if thought fit

Sumana Bhattacharya

As Counselled Attorney of

Pravat Ch. Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay kr Mukherjee,
Mihir kr Mukherjee, Manabendra kr Mukherjee,
Monika Chattopadhyay, Malika Chowdhury Karmakar,
Chaitali Mukherjee, Rupsha Mukherjee

and compromise settle refer to arbitration abandon become non-suited submit to judgment in any action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue.

24. To appoint any retainers, solicitors, advocates and other legal agents and to revoke such appointments and others as occasion shall require.
25. To sign affirm and verify plaint, petition, written statements, tabular statements, Review, Revisions, Affidavit, Declarations, Memorandum of Appeal or any other paper or pleadings including applications under Article 226 of the Constitution of India in any suit action or proceedings relating to the said premises or any part thereof.


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

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

ALL THAT piece and parcel of land measuring 4(four) Cottahs 11 (eleven) Chittacks and 7(seven) Square Feet, be the same or a little more or less, whereupon 600 square feet, structure standing thereon lying and situate in L.R & R.S. Dag Nos. 13743 & 13744, under L.R Kharian Nos. 7526, 7527, 7528, 7529, 7531, 7532, 7533, 7534, 7535, 7536 and 7526, 7527, 7528, 7529 of Mouza- Behala, J.L. No.102, at and being Municipal Premises No. 43, Panchanantala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 131, District: South 24 Parganas, together with all right of easements, facilities and amenities and annexed thereto, which is butted and bounded:-

ON THE NORTH BY : By building of Asit Chatterjee ;

ON THE SOUTH BY : By building of Smt. Chitra Mukherjee
and land of Sri. Sukumar Mukherjee;


As Constituted Attorney of
Pravat Ch. Banerjee, Prasad Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay K. Mukherjee,
Mihir K. Mukherjee, Manabendra K. Mukherjee,
Monika Chattopadhyay, Malika Chowdhury Karmakar,
Chaitali Mukherjee, Rupsha Mukherjee

ON THE EAST BY : By building of Sri Mihir Bose and family;

ON THE WEST BY : By building of Sri Nitish Guha;

THE SCHEDULE "B" ABOVE REFERRED TO
(Owners' Allocation as per clause-1,6 of Article-1)

In lieu of the land of the sold premises/property, the Owners will be entitled to get the following constructed/saleable area of the proposed building:-

- 5.1. The Owners No. 1 to 7 will be jointly entitled to get the three self contained flats in the proposed building in the manner following:
- i. **ALL THAT** one self contained flat measuring 796 square feet super built up area, be the same or little more or less, on the North-Western side in the First Floor;
 - ii. **ALL THAT** one self contained flat measuring 730 square feet super built up area, be the same or little more or less, on the North-Western side on the First Floor; **AND**
 - iii. **ALL THAT** one self contained flat, being Flat No. G1, measuring 581 square feet super built up area, be the same or little more or less, on the North-Western side in the Ground Floor;
- 5.2. The Owners No. 8 to 11 will be jointly entitled to get the three self contained flats in the proposed building in the manner following:-
- i. **ALL THAT** one self contained flat measuring 796 square feet super built up area, be the same or little more or less, on the North-West side in the Third Floor;
 - ii. **ALL THAT** one self contained flat measuring 874 square feet super built up area, be the same or little more or less, on the South-Eastern side in the Third Floor; **AND**
 - iii. **ALL THAT** one self contained flat measuring 730 square feet super built up area, be the same or little more or less, on the North-Eastern side in the Third Floor of the proposed building.
- 5.4. The Owner Nos. 1 to 10 will be jointly entitled to get one car parking space measuring 134 square feet on the South-Eastern side of the building in the ground floor.



As Constituted Attorney of
Pratap Ch. Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay kr Mukherjee,
Mita kr Mukherjee, Manabendra kr Mukherjee,
Monika Chatteropadhyay, Malika Chowdhury Karmakar,
Chaitali Mukherjee, Rupsha Mukherjee

8.5. Apart from the constructed area as mentioned hereinabove, the Developer shall pay a sum of Rs.5, 00,000/- (Rupees Five Lac) only as non-refundable amount to the Owners out of which the Owner Nos.1 to 7 would be jointly entitled to Rs.2,50,000/- (Rupees Two Lac Fifty Thousand) only, while the Owner Nos. 8 to 11 would be jointly entitled to Rs.2,50,000/- (Rupees Two Lac Fifty Thousand) only. The Developer shall pay the non-refundable amount at the time of registration of Development Agreement & Power of Attorney.

THE SCHEDULE "C" ABOVE REFERRED TO
(Developer's Allocation as per clause-1.7 of Article-1)

Save and except the Owners' Allocation as mentioned in **SCHEDULE "B"** hereunder, in lieu of making construction as per sanction of the building plan, the Developer is entitled to get 50% rest of the construction area of the proposed ground plus three storied building consisting of units/floors/flats/car parking space/ spaces together with the land of the said premises including all right of easements common facilities and amenities annexed thereto in the manner following.

- 1) **ALL THAT** one self contained flat measuring 874 square feet super build up area on the **South-Eastern** side in the **First Floor** of the proposed building;
- 2) **ALL THAT** the entire Second Floor of the proposed building and balance area from the Third Floor of the proposed building.
- 3) **AND** entire **Ground Floor** except one car parking space on the **South-Eastern** side of the Ground Floor allocated to the Owners' as Owners' Allocation.

AND

Together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto.

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

1. Common entrance and exits to the said premises and the proposed building.
2. Boundary walls, main gate and other gates of the said premises and of the proposed building.



As Constituted Attorney of
Pradya Ch Banerjee, Pralap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay kr Mukherjee,
Mihir kr Mukherjee, Manabendra kr Mukherjee,
Monika Chandra Padhyay, Malini Chowdhury Karmakar,
Chaitali Mukherjee, Rupsha Mukherjee

3. Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any apartment or exclusively for its use).
5. Space underneath the stairs of the ground floor where electric meters or other facilities will be installed or as allocated in the sanction plan
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, fire escapes, fire fighting facilities, guard room and other common facilities and amenities as are created in the building for common use and enjoyment.
7. Installations of central services such as electricity, gas, water and sanitation.
8. Water supply system, water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
9. Such other common parts, areas, equipments, electric & other installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and use of the flats /apartments/ units in common by the allottees/Owners.
10. Lift well with lift, machine room with all concerned accessories.
11. Common bathroom/toilet for common use in the ground floor of the proposed building.
12. All other portions of the real estate project/building necessary or convenient for its maintenance, safety etc and for and in common use.

THE SCHEDULE "E" ABOVE REFERRED TO

(Common expenses)

On completion of the building; the Owners, the Developer and their nominees including the intending Allottees/Owners/buyers shall regularly and punctually pay their proportionate share of the common expenses as more or less described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing and



As Constituted Attorney of

Pravas Ch. Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay K. Mukherjee,
Mihir K. Mukherjee, Manabendra K. Mukherjee,
Monika Chattopadhyay, Malika Chowdhury Kamalal,
Charak Mukherjee, Rupsha Mukherjee

cleaning and lighting of the common portions/Installations/facilities/ Amenities of the Building including the outer and external walls , gates, open spaces, passage ways, lifts, staircases, rooftops.

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

THE SCHEDULE "F" ABOVE REFERRED TO
WORK SCHEDULE/SPECIFICATION (FOR EACH TENEMENT)

1. **GENERAL**: - The building shall be R.C.C. (1:2:3) framed structure as per drawing and specification.
2. **BRICK WALL**: - All exterior brick wall shall be 6" thick with brick in sand, all partition wall shall be 5" thick and 3" thick with brick in sand, cement mortar .
3. **INSIDE & OUTSIDE WALL PLASTER** :- Plaster with sand, cement outside walls plaster.
4. **FLOORING** :- Floor Tiles.

Suman Bhattacharya

As Constituted Attorney of
Pravat Ch. Banerjee, Pralip Chandra Banerjee,
Sourya Banerjee, Santhya Banerjee, Malay kr Mukherjee,
Mihir kr Mukherjee, Manabendra kr Mukherjee,
Monika Chattopadhyay, Malika Chowdhury Kamalakar,
Chandni Mukherjee, Rupsha Mukherjee

5. **TOILET DADO**: - The dado of toilet shall be glazed tiles upto 6" height.
6. **KITCHEN** :- Cooking table top will be black stone; dado will be of glazed tiles above table top upto 3" height (one side)
7. **ELECTRICAL WIRING**: - Fully concealed wiring.
8. **INTERNAL & EXTERNAL WATER LINE**: - Concealed -CPVC pipe and external UPVC pipe.
9. **WINDOW**: - Aluminum window with glass fittings together with iron made grill.
10. **DOOR SHUTTER**: - All Door will be of flush doors , toilet door will be of P.V.C.
11. **PAINTING WORK** :-
 - A. Internal Wall Finishing: - All inside wall be finished with putty.
 - B. Outside wall:- weather coat base paint.
12. **IN TOILET**: - Sanitary fittings will be provided with the following fittings of standard quality.
 - A. One commode ,one basin (white).
 - B. One basin (In dining room).
13. **KITCHEN** :- One steel sink and 2 nos. tap.
14. **SANITARY & PLUMBING** :- 4" C.I. soil pipe, 4" polio pipe (supreme).
15. **SCHEDULE OF THE ELECTRICAL POINT** :- In each flat will be provided with the following electrical points:-
 - A. In each Bed room :- Two light points, one fan point, two plug points, on switch board and one A.C. point (only one bed room).
 - B. Drawing/Dining room :- One fan point, three light points, one freeze point one television point, one cable television point.
 - C. Kitchen: - One light point, one exhaust/chimney point, and two plug points.
 - D. Toilet (Common): One light point and one exhaust fan point and one geyser point.
 - E. Toilet (Attached) One light point and one exhaust fan point.
 - F. Verandah: - One light point.
 - G. Door entrance: - One calling bell point.
16. **DOOR** :-
 - a) All door frame to be 2 1/2" x 4" made high quality sal wood properly seasoned.

Sumita Bhonville

As Constituted Attorney of
Prava Ch. Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay kr Mukherjee,
Mihir kr Mukherjee, Manabendra kr Mukherjee,
Monika Chattopadhyay, Mallika Chowdhury Karmakar,
Chaitali Mukherjee, Rupsha Mukherjee

- b) All main entrance doors should be of flush type with thick .
- c) All internal doors should be of flush door type, standard make with all fitting fixing complete. (extra charge for collapsible gate)
- d) **RESOURCE OF WATER**: - Through electric pump to overhead reservoir of the building supplied by the Kolkata Municipal Corporation and deep tube well subject to permission from the Kolkata Municipal Corporation.
- e) **LIFT**: Lift of reputed make

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


SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of :-

WITNESSES :-

1. Debashis Bhattacharya
20B, Mohan Ghata Rd
Kolkata - 8

2. Goutam Jana
Muzore Judge Court
Kolkata - 700027

- 1. Malay Kumar Mukherjee
- 2. Mihir Kumar Mukherjee
- 3. Chaitali Mukherjee
- 4. Rupsha Mukherjee
- 5. Manabendra K. Mukherjee
- 6. Monika Chatterjee
- 7. Malika Choudhury Karimkhan

- 8. 
- 9. Sandhya Banerjee
- 10. Soumya Banerjee
- 11. Pratap Chandra Banerjee

Signature of the **OWNERS**
Deba Construction

Sumana Bhattacharya
Project

Signature of the **DEVELOPER**

Sumana Bhattacharya
As Constituted Attorney of
Pratap Ch. Banerjee, Pratap Chandra Banerjee,
Soumya Banerjee, Sandhya Banerjee, Malay K. Mukherjee,
Mihir K. Mukherjee, Manabendra K. Mukherjee,
Monika Chatterjee, Malika Choudhury Karimkhan,
Chaitali Mukherjee, Rupsha Mukherjee

Certificate of Registration under section 60 and Rule 69.

Registered In Book - I

Volume number 1607-2021, Page from 280216 to 280316

being-No 160707724 for the year 2021.



Digitally signed by SANDIP BISWAS
Date: 2021.07.19 16:22:52 +05:30
Reason: Digital Signing of Deed.

Sandip
(Sandip Biswas) 2021/07/19 04:23:15 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

{This document is digitally signed.}