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

> District Suc-Registrar II Alipore, South 24 Pargaras

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# DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made this the

315t day of December 2020 (Two Thousand Twenty BETWEEN;

. 30059 at Stage.

Name: MOHANKA DEVELOPERS PYT LTD.
Address: 1311 Parasar Road, Kul-700029

Alfrier Collecterate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Curt. Koi-27



District Sub-Registrar-II Alipore, couth 24 Parganas

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Partha Sava S/O Late R.N Sava Anipro povice cond Konl- 27/1 PSt P.O- Anipro Occupanion- Aread writers 1-no-132/2013 MOHANKA DEVELOPERS PRIVATE LIMITED, having PAN:

AACCM0432H, a Company within the meaning of the Companies Act, 1956, having its Office at 17/1, Parasar Road, Post Office: Sarat Bose Road, Police Station: Tollygunge, Kolkata: 700029, represented by one of its Director MR. ASIS SARKAR, having PAN: AKLPS4288H, Aadhaar No.6832 1312 3310, son of Sri Niranjan Sarkar, by creed: Hindu, Indian by National, by occupation: Business, residing at 2, Dr. T.N. Majumder Street, Post Office: Kalighat, Police Station: Tollygunge, Kolkata: 700026, hereinafter called and referred to as "the OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the ONE PART.

### AND

SUN SHAKTI REALTOR LLP, LLPIN: AAV-0792, having PAN: AEHFS9308G, a Limited Liability Partnership Firm, having its registered Office at 21/7, Aswini Dutta Road, Post Office: Sarat Banerjee Road, Police Station: Lake, Kolkata: 700029, having represented by one of its Designated Partner viz. SRI JAY S.



District Seb Peristrat-II Alipore, Section Perganas

KAMDAR, having PAN: AKWPK2270L, Aadhaar No.7074 3050 7318, son of Late Sharad. H. Kamdar, by creed: Hindu, Indian by National, by occupation: Business, residing at 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station: Behala, Kolkata: 700053, 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 its successor-in-office and assigns) of the **OTHER PART**.

WHEREAS originally one Alimuddin Mondal had purchased ALL
THAT piece and parcel of land measuring about 14 (Fourteen)
Cottahs 14 (Fourteen) Chittacks 9 (Nine) Square Feet more or
less being Plot No.87 and the portion of Plot Nos.84, 85 & 86 in
Improvement Scheme No.XV(B) from the then Owner
"IMPROVEMENT TRUST OF CALCUTTA", by a registered Deed of
Conveyance dated 3rd September, 1926.

AND WHEREAS while absolutely seized and possessed the aforesaid property as Owner thereof, said Alimuddin Mondal created mortgage of his aforesaid property on the even date in favour of "IMPROVEMENT TRUST" securing payment of a portion of



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unpaid consideration and he paid major portion of the said mortgage dues within 20th March, 1931 and seized and possessed the Land by constructing a 2 (Two) storied Building thereon.

AND WHEREAS while absolutely seized and possessed the aforesaid property as Owner thereof, said Alimuddin Mondal died intestate on 2<sup>nd</sup> June, 1933 leaving behind him surviving widow Hamidannessa, one son Sk. Jalaluddin and one daughter Samsunnessa Bibi, as his only heirs and successors, who jointly inherited the aforesaid property according to Mohammedan Law of Inheritances.

AND WHEREAS the aforesaid property was redeemed by said Hamidannessa Bibi, Sk. Jalaluddin and Samsunnessa Bibi, the said heirs on 4th November, 1933 on payment of balance dues under the mortgage.

AND WHEREAS while absolutely seized and possessed the aforesaid property as joint Owners thereof, Samsunnessa Bibi died intestate on 2<sup>nd</sup> September, 1937 and upon her demise, her undivided share of the aforesaid property devolved upon her



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mother and said brother viz. Hamidannessa Bibi and Sk. Jalahuddin.

and whereas after passage of time, the aforesaid property numbered as Premises No.17, Parasar Road. Thereafter by three Deeds of Gift dated 1st December, 1950, 2nd July, 1951 and 8th March, 1953, said Hamidennessa Bibi absolutely gifted and transferred her entire undivided share in the aforesaid to Md. Nurezzaman, Md. Mahiuzzaman, Md. Sahiduzzaman, Aktarunnessa Bibi and her son Jalaluddin.

AND WHEREAS said Jalaluddin executed registered perpetual Lease dated 21st August, 1957 in favour of his wife Razia Khatoon and after death of said Jalaluddin in the year 1955, said Razia filed a Partition Suit No.70 of 1959 in Learned 3rd Assistant District Judge, Alipore against the other joint Owners and other parties in respect of aforesaid property along with other properties.

AND WHEREAS Md. Nurezzaman, Md. Mahiuzzaman and Md. Dhahiduzzaman borrowed some money from one Nrisinha Basu on mortgaging their undivided share in the aforesaid property by way of equitable mortgage on 24th July, 1965.

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AND WHEREAS in the mean time a Final Decree for partition suit passed in said T.S. No.70/1959 on 7th July,1964 allotting portion of said Premises No.17, Parasar Road, containing land measuring about 7 (Seven) Cottahs 15 (Fifteen) Chittacks 18 (Eighteen) Square Feet more or less together with 2 (Two) storied Building with all rights in the ejmali passage to Md. Kamaruzzaman, Md. Nurezzaman, Md. Mahiuzzman, Md. Shahi luzzaman and Aktarunnessessa Bibi.

AND WHEREAS certain mistakes in the number of discretion of the said premises crept in the plaint as well as in preliminary and Final Decree for Partition but on the application of the parties, the said mistakes were corrected and both the Decree were amended by Order dated 8th July, 1965 and 14th June, 1967 respectively in the said Unit.

AND WHEREAS said Md. Nurezzaman, Md. Mahiuzzman and Md. Shahiduzzaman being unable to pay the said mortgage debt within the stipulated period said creditor Nrisinha Basu obtained a preliminary mortgage Decree for Rs.16,403.50 in T.S. No.63/19 of the Leaned 3rd Assistant District Judge, Alipore.

AND WHEREAS said Md. Kamaruzzaman and four others sold out the aforesaid property to Smt. Santi Sanyal and Pratap



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Sankar Sanyal, who paid consideration after deducting said mortgage Decree amount by Rs.16,403.50 in respect of a portion of aforesaid premises Being No.2623 for the year 1970 of Additional District Sub-Registrar at Alipore.

AND WHEREAS while said Smt. Santi Sanyal and Pratap Sankar Sanyal seized and possessed and enjoy the aforesaid property by mutating their name with Kolkata Municipal corporation.

AND WHEREAS after passage of time, the aforesaid persons died intestate leaving behind them surviving Prasanta Sanyal, Ila Lahiri, Sipra Bagchi and Ira Goswami as their absolute heirs and the aforesaid property devolved on them and they are enjoying the aforesaid property by mutating their names with the Kolkata Municipal Corporation and paying taxes regularly.

AND WHEREAS while absolutely seized and possessed the aforesaid property as joint. Owners thereof, said Prasanta Sanyal, Ila Lahiri, Sipra Bagchi and Ira Goswami jointly sold, transferred and conveyed their aforesaid property containing land measuring about 7 (Seven) Cottahs 15 (Fifteen) Chittacks



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18 (Eighteen) Square Feet more or less together with 2 (Two) storied Building standing thereon unto and in favour of "MCHANKA DEVELOPERS PRIVATE LIMITED" by virtue of a registered Deed Conveyance, wherein "M/s. SIMPLEX PROJECTS LIMITED" stood as Confirming Party. The aforesaid Deed was duly registered on 30th June, 2003 in the Office of the Additional Registrar of Assurances – I at Kolkata and recorded in Book No.I, Volume No.1, Pages 1 to 16, Being No.7393 for the year 2006.

AND WHEREAS after purchased of the aforesaid property, one Misc Case was filed bearing No.13 of 2014 before the Controller of Kolkata Thika Tenancy and as per Order of the Controller of Thika Tenancy dated 6th August, 2015, the purchased land area of the Owner herein reduced to 5 (Five) Cottahs 7 (Seven) Chittacks 18 (Eighteen) Square Feet more or less and rests of the area has been vested to Thika Tenancy.

AND WHEREAS while absolutely seized and possessed the aforesaid property as Owner thereof, the Party hereto of the One Part herein gifted away a strip of land (splayed corner) measuring 30.98 Square Feet more or less out of the aforesaid

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property for widening the adjacent Road by way of a registered Deed of Gift, which was duly registered on 19th May, 2017 in the Office of the Additional District Sub-Registrar at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1605-2017, Pages from 72154 to 72164, Being No.160502798 for the year 2017.

AND WHEREAS after such gift, the Party hereto of the One Part executed one Boundary Declaration before the Kolkata Municipal Corporation in respect of the remaining land measuring about 4 (Four) Cottahs 13 (Thirteen) Chittacks 26 (Twenty-Six) Square Feet more or less, which was duly registered on 10th August, 2017 in the Office of the Additional District Sub-Registrar at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1605-2017, Pages from 133574 to 133582, Being No.160505045 for the year 2017.

AND WHEREAS thereafter the Party hereto of the One Part duly mutated its name with the Office of the Kolkata Municipal Corporation in respect of its aforesaid property and after such mutation, the aforesaid property renumbered as Municipal Premises No.17/1, Parasar Road, Police Station: Tollygunge,



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Kolkata: 700029, under Ward No.87, bearing Assessee No.11-087-17-0107-1 and paying taxes thereto.

AND WHEREAS in the manner stated above, said "MOHANKA DEVELOPERS PRIVATE LIMITED", the Party hereto of the One Part herein, became the sole and absolute Owner of the aforesaid property i.e. ALL THAT piece and parcel of land measuring about 4 (Four) Cottahs 13 (Thirteen) Chittacks 26 (Twenty-Six) Square Feet more or less together with old dilapidated 2 (Two) storied Building having an area of 2615 (Two Thousand Six Hundred Fifteen) Square Feet more or less in each floor i.e. in all 5230 (Five Thousand Two Hundred Thirty) Square Feet more or less standing therein, being known and numbered as Municipal Premises No.17/1, Parasar Road, Police Station : Tollygunge, Kolkata: 700029, within the limits of the Kolkata Municipal Corporation, under Ward No.87, bearing Assessee No.11-087-17-0107-1, hereinafter called and referred to as "the SAID PROPERTY/PREMISES", morefully described in the SCHEDULE: "A" hereunder written and since then has been possessing the same without any interruption from any corner.

AND WHEREAS while absolutely seized and possessed the said property as Owner thereof, the Party hereto of the One Part with



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an intention to develop his said property got a Building Plan sanctioned from the Kolkata Municipal Corporation vide B.P. No.2018080011 dated 18th May, 2018 in its own name for construction of a G+IV storied Building upon the said property.

AND WHEREAS though the Building Plan has been sanctioned but due to paucity of fund as well as also lack of technical knowledge for construction of any Building/s, the Party hereto of the One Part herein could not be able to construct the said Building till now.

AND WHEREAS the Owner has declared and represented as under:-

- The property of the Owner is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
- That the said property does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
- That the Owner is not defaulter in payment of tax or any other statutory liability leading to first charge or to



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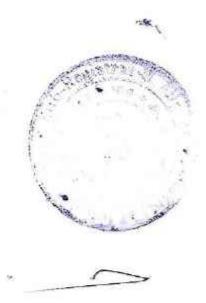
attachment and/or sale of the said property under Public

Demands Recovery Act.

- 4. That the Owner has not heretofore entered into any Agreement for Sale of the said property or any portion thereof nor has it bound itself by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property or any portion thereof.
- That it has absolute right and indivisible title and absolute power and authority to deal its said property and every part thereof in any manner it may prefer.

AND WHEREAS the Owner was in search of a Developer, who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said property by constructing the said G+IV storied Building by investing necessary funds required for the purpose of construction and other incidentals thereof.

AND WHEREAS the Developer approached the Owner with the proposal that it would be able to construct the said G+IV storied



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Building/s upon the said property consisting of several Flat/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation in accordance with the said sanctioned Building Plan, which has already been sanctioned from the Kolkata Municipal Corporation vide B.P. No.2018080011 dated 18th May, 2018 with its own funds and resources.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows:-

### ARTICLE: "T"

### (DEFINITIONS)

### OWNER :-

Shall mean MOHANKA DEVELOPERS PRIVATE
LIMITED, a Company within the meaning of the
Companies Act, 1956, having its Office at 17/1, Parasar
Road, Post Office: Sarat Bose Road, Police Station:
Tollygunge, Kolkata: 700029, represented by one of its
Director MR. ASIS SARKAR, son of Sri Niranjan Sarkar



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of 2, Dr. T.N. Majumder Street, Post Office: Kalighat, Police Station: Tollygunge, Kolkata: 700026 and its successors-in-office and assigns.

### DEVELOPER :-

Shall mean **SUN SHAKTI REALTOR LLP**, a Limited Liability Partnership Firm, having its registered Office at 21/7, Aswini Dutta Road, Post Office: Sarat Banerjee Road, Police Station: Lake, Kolkata: 700029, having represented by one of its Designated Partner viz. **SRI JAY S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station: Behala, Kolkata: 700053and its successors-in-office and assigns.

# THE SAID PROPETY:-

Shall mean ALL THAT piece and parcel of land measuring about 4 (Four) Cottahs 13 (Thirteen) Chittacks 26 (Twenty-Six) Square Feet more or less together with old dilapidated 2 (Two) storied Building having an area of 2615 (Two Thousand Six Hundred Fifteen) Square Feet more or less in each floor i.e. in all 5230 (Five Thousand



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Two Hundred Thirty) Square Feet more or less standing therein, being known and numbered as Municipal Premises No.17/1, Parasar Road, Police Station: Tollygunge, Kolkata: 700029, within the limits of the Kolkata Municipal Corporation, under Ward No.87, bearing Assessee No.11-087-17-0107-1.

### BUILDING PLAN :-

Shall mean and include the sanction Building Plan, which has already been sanctioned from the Kolkata Municipal Corporation vide B.P. No.2018080011 dated 18th May, 2018 and all other drawings, specifications for construction, maps or revised Plan as shall be sanctioned in the name of the Owner by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the land and construction of multistoried Building/s thereon consisting of several residential Flat/s and Car Parking Space/s and other space/s etc. on the said property and/or modification thereof made or caused by the Developer in the name of the Owner duly signed by the Owner or its duly authorized agents or Attorney and approved.



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### ARCHITECT/L.B.S.:-

Shall mean a qualified Architect/L.B.S., who will be appointed by the Developer for development of the said property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owner of such appointment.

### BUILDING:-

Shall mean the proposed multistoried Building/s to be constructed on the said property as per sanction Pian, which has already been sanctioned from the Kolkata Municipal Corporation vide B.P. No.2018080011 dated 18th May, 2018 and drawings and specifications of constructions, morefully described in the **FOURTH SCHEDULE** hereunder written.

## OWNER'S ALLOCATION:

Shall mean that in the instant joint venture project the Owner shall be given at the first instance free of cost entitled to get entire Fourth Floor consisting of 2 (Two) Flats, one Office Room in the First Floor at its South-Eastern side having built up area of 500 (Five Hundred)



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Square Feet more or less, one Flat on the Third Floor at its Southern side and 50% area of the another Flat along with the Developer and 50% area from the Car Parking Space of the proposed Building/s in finished, complete and in habitable condition together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided, morefully described in the **SECOND SCHEDULE** hereunder written. The Owner shall be given the aforesaid allocation in lieu of its said property being allowed for development by the Developer. Be it noted here that the Owner shall jointly sell the Third Floor Flat with the Developer and the consideration money shall be divided in the ratio of 50:50.

The Developer shall pay a sum of Rs.40,00,000/- (Rupees Forty Lac) only towards the interest fee security deposit at the time of execution of these presents and the said amount of money to be refunded by the Owner to the Developer at the time of handing over possession of the Owner's allocation by the Developer. If the Owner fails and neglects to refund the aforesaid amount of money at



District Sub-Registrar-B\*\*
Alipore, South 24 Parganas\*\*

the time of handing over possession of the Owner's allocation in that event the Developer shall have the right to realize the said amount of money together with interest and damages through the process of Law till realization of the aforesaid amount of money for which the Owner shall not be able to raise any objection in any manner whatsoever.

# DEVELOPER'S ALLOCATION :-

Shall mean the rests and remaining portions of the proposed Building/s in the said property save and except the Owner's allocation, which includes entire Second Floor and 50% area of another Flat along with the Owner from the Third Floor except Owner's portion remaining area of the First Floor and 50% area from the Car Parking Space of the proposed Building/s in finished, complete and in habitable condition. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate



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undivided share in the of land of the said property, morefully described in the THIRD SCHEDULE hereunder written, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and Space/s to the intending Flat Buyers through Power of Attorney and to take advances and total consideration from them without any objection or interruption from the Owner.

# SALEABLE AREA :-

Shall mean the Flat/s, Car Parking Space/s and other space/s in the proposed Building/s, which are available for independent use and occupation of the Transferees and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

# 10. COMMON AREAS AND FACILITIES :-

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump



rooms, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

#### COMMON EXPENSES:-

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of the Flat/s as may be determined jointly by the Owner and the Developer until an Association is formed by the Transferees and/or Purchasers of the said Flat/s in the Building/s to be constructed thereon. It is to be mentioned here that from the date of sign of this Development Agreement till receiving the occupancy certificate from the Kolkata



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Municipal Corporation all taxes, expenses, ground rents, property taxes, maintenance charges etc. shall be borne by the Developer but prior to execution of this Agreement all taxes and rents in respect of the said property to be cleared by the Owner.

## 12. SUPER BUILT UP AREA :-

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flat(s)/Space(s) shall the common areas, common utilities as may be provided in the proposed Building/s.

#### 13. TOGETHER:-

With its grammatical variation shall mean the transfer by way of sale of the Flat/s, Car Parking Space/s and Space/s excepting the Owner's allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flat/s and Space/s in the Building/s to be constructed thereon.



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## 14. TRANSFEREE(S)/PURCHASER(S):-

Shall mean the person, Firm, Limited Company,
Association of persons or any other Legal Body to whom
any Flat/s and Car Parking Space/s in the proposed
Building/s to be constructed thereon will be transferred.

- A. Words imparting singular shall include plural and vice-versa.
  - B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

#### ARTICLE: "II"

#### (TITLE AND DECLARATION)

1. The Owner hereby declares that it has good and absolute right, title and interest in the said property as mentioned in the <u>FIRST SCHEDULE</u> hereunder written without any claim of any right, title or interest of any person/s adversely against the Owner. The Developer is free and at liberty to make such investigations with regard to the title of the Owner and has satisfied itself with the right, title



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and interest of the Owner. Simultaneously of with the signing of this Agreement, the Owner has handed over khas, peaceful, vacant possession of the said property and the Developer has taken khas, peaceful, vacant possession of the said property.

2. The Owner hereby undertakes and assures that the Developer will be entitled to construct and complete the entire proposed Building/s and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owner of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said property without any interference of or from the Owner or any other person/s claiming through under or in trust for the Owner. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owner shall have no claim to the said sale proceeds.

#### ARTICLE: "III"

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owner hereby grants exclusive right to the Developer to build up and accept the said property for the construction of the



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proposed Building/s and the Developer shall be entitled to enter into Contract or Agreement with any person/s, Company/ies or Concern/s at its own risk and responsibility without encumbering the said property of the Owner in any manner whatsoever.

#### ARTICLE: "IV"

(POWER OF ATTORNEY)

The Owner shall grant to the Developer or its Partners such registered Development Power of Attorney in favour of the Developer or its Partners as may be required for the purpose of obtaining all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of, to execute Deed of Conveyance/s for sale, transfer of the Flat/s, Car Parking Space/s and other space/s of the proposed Building/s including undivided proportionate share of land except the Owner's allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.



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#### ARTICLE: "V"

#### (PROCEDURE)

- The Owner has appointed the Developer as the Developer
  of the said property including the Owner's portion and the
  Developer has accepted such appointment on the terms
  and conditions hereunder contained.
- The development of the said property shall be in the following manner:-
  - A. Simultaneously with the execution of this Agreement, the Owner has handed over the original documents of K.M.C. Mutation Certificate, NOC from ULC, Mother Deeds and their Rectification Deeds and Land Deeds. Upon completion of the whole project and/or formation of Association and/or committee for the maintenance and management of the proposed Building/s, the Developer shall hand over all the original documents before the Association or the Committee without accountable receipt.
  - B. The Owner shall not be entitled to raise any kind of dispute regarding the construction of the project



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and/or other related matter of the project. It is further clarified that after the notice of completion of the project after taking receipt of the Completion Certificate, it would be deemed that the project has been duly constructed and completed by the Developer.

- C. That after due service of notice by the Developer to the Owner, the Owner fail/s, neglect/s, refuse/s and/or delay/s to take delivery of the possession of his/her/their allocation in the proposed Building/s in the said property within the notice period then it would be construed that the Owner has taken possession of its allotment in the proposed Building/s on the expiry of term of the said notice.
- D. All applications, revised Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the revised Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and submit or deposit the



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same in the names of the Owner. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed at the said property.

- Subject to Force Majeure and incidences beyond E. the control of the Developer, the Developer shall within a period of 24 (Twenty-Four) months from the date of Tenants settlement in respect of the said property and shall complete the construction of the proposed Building/s in the said project at own costs and expenses of the Developer and deliver vacant and peaceful possession of the Flat(s)/Space(s) comprised in the Owner's allocation to the Owner in per the particulars habitable condition as mentioned in the SECOND SCHEDULE hereunder written. The Owner may extend time for a further period of 6 (Six) months beyond the stipulated period of 24 (Twenty-Four) months.
- F. The Developer shall construct the proposed Building/s in the manner as may be permissible

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under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

# ARTICLE: "VI"

#### (Possession And Construction)

- It has been agreed by an between the Owner and the Developer to construct, erect and complete the proposed Building/s in the said property and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owner shall have no responsibility towards construction of the proposed Building/s.
- The Developer agreed to commence work after obtaining full vacant possession of the said property by evicting the existing Tenants therefrom or after negotiation with them.
- The Developer shall upon completion of construction and making the portion habitable deliver the Owner's allocation prior to delivering possession to any of its Purchaser's of any space's out of its allocation.



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- 4. From the date of delivery of possession of the Owner's allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property.
- 5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a period of 24 (Twenty-Four) months from the date of Tenants settlement in respect of the said property and shall hand over the Owner's allocation within 3 (Three) months from the date of completion of the constructional work of the proposed Building after taking C.C. from the Kolkata Municipal Corporation subject to natural circumstances prevail.

#### ARTICLE: "VII"

(COMMON FACILITIES)

 As soon as the proposed Building/s in the said property shall be completed and made fully habitable for residential purposes after taking Occupancy Certificate from the Kolkata Municipal Corporation, the Developer



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shall give written notice to the Owner requesting it to take possession of the Owner's allocation in the Building/s and thereafter the Owner shall take possession of its allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owner shall give and grant unto the Developer a certificate in respect of their allocation in full satisfaction.

2. Till all the Flat/s and Space/s within the Developer's allocation is sold away, the Developer in consultation with the Owner shall frame rules for occupation, user and enjoyment of the residential Flat/s and other space/s in the proposed Building/s and till formation of a Body of the Co-Owners of the Building/s including the Owner herein and the Purchaser/s of the Developer's allocation.

#### ARTICLE: "VIII"

(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owner's allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended



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for the common benefits of all occupiers of the entire completed

Building which shall include the following:-

- The Owner and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.
- No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owners and without obtaining necessary permission from the concerned statutory Authorities.
- 3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.



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- 4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.
- 5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owners for the purpose it is meant.
- 6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.



District Sub-Reviewer-II Alipore, Sodin 24 rarganes

- In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.
- 8. The Owner shall use only the staircase built for the entire Building. But shall not use the exclusive staircase which will be constructed for the commercial space situated on the First Floor and the same shall be used by the Developer or its nominee/s and for that the Owner shall not be able to raise any objection in any manner whatsoever.

# ARTICLE: "IX" (SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal.

#### ARTICLE: "X"

(COMMON RIGHTS AND OBLIGATION OF OWNER AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.



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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGRED BY AND BETWEEN THE PARTIES HERETO as
follows:-

- 1. The Owner agrees to appoint and do hereby appoint the Developer as Developer in respect of the said property morefully described in the FIRST SCHEDULE hereunder written and the Owner hereby grants/licenses to the Developer for development of the land for the purpose of construction and the construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer.
- The Developer shall obtain registration of HIRA from the Authority concerned.
- 3. The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as per relevant I.S. code may be specified by the Architects/L.B.S. from time to time as per sanction Building Plan, which has already been sanctioned from the Kolkata Municipal Corporation vide B.P. No.2018080011 dated 18th May, 2018. The details of the Specification of construction and the materials to be



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used for such purpose are mentioned and described in the **FOURTH SCHEDULE** hereunder written.

- 4. The Developer shall be held and liable to negotiate with the existing Tenants in respect of the said property at its own cost and endeavour either provide area to them or evict them from the said property.
- 5. The Developer shall provide in the proposed Building/s at its own cost pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or Multistoried Building/s having self contained Apartments or Flat/s, Car Parking Space/s and other space/s.
- 6. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
- All costs and expenses pertaining to the payment of requisite fees and other incidental expenses payable to competent Authorities shall borne by the Developer.



District Sub-Registrar-II Alipore, South 24 Parganas

- 8. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owner shall simultaneously grant and execute in favour of the Developer Company by a registered Development Power of Attorney.
- That the Developer shall at its own cost demolish the present existing structure standing upon the said property and shall enjoy all the debris and salvages at its own whims and desire.
- All the legal heirs of the Owner above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
- 11. The Developer shall construct the said property strictly in accordance with the sanction Building Plan, which has already been sanctioned from the Kolkata Municipal Corporation vide B.P. No.2018080011 dated 18th May, 2018 and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be



District Sub-Penistrar-II Alipore, Sub-Distrar-II

approved by the Authority concerned with the consent of Owner and the Owner shall expressly give its consent by putting signature upon these presents.

- apply and obtain on its behalf and in its name the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owner will not be liable for the same.
- 13. The Developer has agreed to deliver possession of the Owner's allocation in the proposed Building/s within the stipulated period of 24 (Twenty-Four) months from the date of Tenants settlement in respect of the said property.



District Sub-Deristrar-H Alipare, South 14 Parganas

- Immediately on completion of the Owner's allocation in all 14. respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owner requiring the Owner to take possession of the Owner's allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owner shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Owner's allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if the same are levied on the Building/s as a whole. -
- On completion of the construction of the entire Building/s, the Owner and the Developer shall punctually



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and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in this behalf.

16. As and from the date of satisfactory handing over the Owner's allocation as mentioned above in all respects and duly acknowledged by the Owner in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owner for accepting the possession of its allocation, the Owner shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owner's allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges



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and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.

- 17. Any transfer of any part of the Owner's allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.
- 18. The Owner's allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.
- 19. No formal Deed of Transfer in respect of the Owner's allocation shall be required. But the Owner shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for



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Developer's allocation or any portion thereof provided that the Developer as the constituted Attorney's of the Owner shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.

- 20. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, dispute with Tenant, strike, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.
- 21. The Developer will also keep the Owner saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.



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- A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanction Building Plan, has already been sanctioned from the Kolkata Municipal Corporation vide B.P. No.2018080011 dated 18th May, 2018 causing payment of fines or penalty imposed by the said Authority for such violation of the Building/s Plan.
- B. All claims and demands of the suppliers of Building materials etc. of the said property or all claims arising due to any accident suffered by employees/ workmen engaged by the Developer to carry out development work in the said property shall be borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.
- C. All claims and demands of the Owner and

  Occupiers of the adjoining properties due to damage

  or loss suffered by the Owner in course of hazards

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in construction work of the said property shall be borne by the Developer and the Owner shall not be liable for any grounds whatever and the Developer by putting its signature indemnify the Owner to that aspect.

- 22. Both Owner and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.
- 23. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereon without the previous consent of the Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.
- The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and

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appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of their space or accommodation therein.

- No goods or other items shall be kept by the Owner or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.
- 26. The Owner shall permit the Developer and their servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing



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maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.

- 27. The Developer's allocation in the proposed Building's in the said property is meant for sale as Ownership Flat/s. As such the Owner and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser's of the said Flat's at a price determined by the Developer and the Owner shall not have, nor can have without any demand or claim thereon of any nature whatsoever.
- 28. The Developer is at liberty to advertise for sale of the said Ownership Flat/s during the Development/ construction of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flat/s and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such



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Purchaser/s in respect of Developer allocated share the proposed Building/s.

- 29. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.
- 30. The Owner shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.
- 31. The Owner hereby agrees and covenants with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall required and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.
- The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds



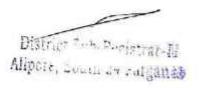
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as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.

- 33. The Developer shall have no right title and interest whatsoever in the Owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner and similarly the Owner shall have no claim in respect of the Developer's Allocation as herein provided.
- 34. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owner's allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owner shall never be liable to pay and/or refund such cost or expenses to the Developer.





- 35. The Developer shall in completion of the proposed Building/s, put the Owner in undisputed possession of the Owner's allocation subject to refund of paid up money as stated earlier together with all rights in common areas/ spaces common utility portion of the proposed Building/s and the open space thereof.
- 36. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner would be prevented from enjoying, selling, assigning and/or disposing of any portion of the Owner's allocation in the said proposed Building/s in the said property.
- 37. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flat/s and other areas of the Building/s belonging to the Developer's allocation and also enter into Agreement/s for Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owner hereby confirms that



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the Owner shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.

- 38. The Owner confirms and undertakes that if so required by the Developer, the Owner shall join as Confirming Party to all Agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flat/s in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money and if require the Developer may put signatures as the Confirming Parties if during construction period the Owner shall intend to sell its allocation to any prospective Purchaser/s.
- 39. It is understood that from time to time to facilitate, the construction of the proposed Building/s 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 application and other documents may be



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required to be signed or made by the Owner relating to the specific provisions may be reasonably required to be done in the manner and the Owner shall execute any such authorization as may be required by the Developer for the said purpose and the Owner also undertakes 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 the rights of the Owner and/or go against the spirit of this Agreement.

- 40. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to its rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.
- 41. The proposed Building/s in the said property shall be christened by the Developer, which shall be inscribed and



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marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.

- 42. The Owner shall interest with the works of the Developer at any stage during construction in any way subject to the Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan, which has already been sanctioned from the Kolkata Municipal Corporation vide B.P. No.2018080011 dated 18th May, 2018.
- 43. The land Owner shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.



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- 44. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.
- or assignment or transfer or conveyance in land by the Owner of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof, other than an exclusive license to the Developer for development and to deal with the Developer's allocation in the Building to be constructed thereon in the manner and subject to the terms hereinbefore stated.

## THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PREMISES/PROPERTY)

ALL THAT piece and parcel of land measuring an area of 4 (Four) Cottahs 13 (Thirteen) Chittacks 26 (Twenty-Six) Square Feet be the same or a little more or less together with old dilapidated 2 (Two) storied Building having an area of 2615 (Two Thousand Six Hundred Fifteen) Square Feet more or less in each floor i.e. in all 5230 (Five Thousand Two Hundred Thirty)



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Square Feet more or less standing therein, being known and numbered as Municipal Premises No.17/1, Parasar Road, Police Station: Tollygunge, Kolkata: 700029, within the limits of the Kolkata Municipal Corporation, under Ward No.87, bearing Assessee No.11-087-17-0107-1, together with all right, title, interest and right of easement attached thereto and the same is butted and bounded as follows:-

ON THE NORTH : 15' wide Parasar Road;

ON THE SOUTH : 8' wide Common Passage leading to Lake Place;

ON THE EAST : 17, Parasar Road;

ON THE WEST : Parasar Road.

## THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE OWNER'S ALLOCATION)

ALL THAT in the instant joint venture project the Owner shall be given at the first instance free of cost entitled to get entire Fourth Floor consisting of 2 (Two) Flats, one Office Room in the First Floor at its South-Eastern side having built up area of 500 (Five Hundred) Square Feet more or less, one Flat on the Third Floor at its Southern side and 50% area of the another Flat along with the Developer and 50% area from the Car Parking



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Space of the proposed Building/s in finished, complete and in habitable condition together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided. The Owner shall be given the aforesaid allocation in lieu of its said property being allowed for development by the Developer. Be it noted here that the Owner shall jointly sell the Third Floor Flat with the Developer and the consideration money shall be divided in the ratio of 50:50.

## THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rests and remaining portions of the proposed Building/s in the said property save and except the Owner's allocation, which includes entire Second Floor and 50% area of another Flat along with the Owner from the Third Floor except Owner's allocation reaming area of the First Floor and 50% area from the Car Parking Space of the proposed Building/s in finished, complete and in habitable condition. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in



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whole or in part together with proportionate undivided share in the of land of the said property, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and Space/s to the intending Flat Buyers through Power of Attorney and to take advances and total consideration from them without any objection or interruption from the Owner.

# THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION OF WORK)

# ♦ ARCHITECTURAL STYLE :-

The Building shall have modern architectural elevation and the facade is embellished with glass, allied metals, etc. all finished, complete.

# FOUNDATION AND SUPER STRUCTURE:-

As per structural design with RCC work.

# BRICK WORK AND PLASTERING:-

- EXTERNAL WALL :-
- √ 200 mm thick brickwork.
- ✓ RCC wall panel.
- √ 20 mm thick cement-sand plaster.



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- > INTERNAL WALL & CEILING :-
- √ 125 mm thick partition wall.
- √ 75/125mm internal wall.
- √ 15mm thick cement-sand plaster.

# FLOORING:-

Flooring will be of good quality (as per relevant I.S. code specification) Vitrified Tiles, kitchen will have anti-skid ceramic tiles flooring. Bathrooms will have good quality (as per relevant I.S. code specification) Ceramic tiles to the floor and on the walls up to a height of 7'. Garage & external passage will be finished with good quality (as per relevant I.S. code specification) external tiles.

# WINDOWS:-

- Sliding anodized/powdered coated Aluminum windows with clear glazed glass will be provided.
- Window grills made of MS square bars shall be provided.

# WOODEN WORK :-

Main Entrance door and all internal doors will be made of good quality (as per relevant I.S. code specification) Flush doors and toilets will have good quality (as per relevant I.S. code specification) PVC duors.



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# KITCHEN:-

Kitchen working platform of black stone. Wall above platform will have 2' high dado of good quality (as per relevant I.S. code specification) ceramic tiles.

# ♦ WATER SUPPLY :-

Water supply shall be from direct supply from K.M.C. R.C.C. underground reservoir will be made. All pipes for lifting and distributing water will be good quality (as per relevant I.S. code specification) C.P.V.C. pipes. Overhead tank of adequate capacity will be given. Adequate capacity submersible pump to be provided in the underground water reservoir.

# ELECTRICAL POINTS FITTINGS:-

Electrical points for light, fan, refrigerator, television, geyser and one number of A.C. point at bedroom will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switchboard with modular type switches and 5 & 15 amp plug points, electrical points will be provided as required.



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- Calling Bell switch- for each unit at main door will be provided.
- All common areas and garage area will have adequate lighting provisions.

# ◆ LIFT:-

7 passengers' capacity lift to be provided.

# PAINTING AND FINISHING :-

- Outside face of external walls will be finished with weather proof Paint. Inside walls of common area will be finished with very good quality (as per relevant I.S. code specification) wall putty and painted with enamel paint. Gates and Grills will be with Enamel Paint.
- Inside walls and ceilings of flat areas will be finished with good quality (as per relevant I.S. code specification) wall putty.

# ♦ BATHROOM DETAILS :-

Toilet attached to the Bedroom will have one Western commode (white) and cistern, taps, shower. Common



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Toilet will have Western pan (white) with cistern, one Washbasin (white), taps, towel rod, soap tray and shower. Geyser point will be provided in this Toilet. Both the toilets will have good quality (as per relevant I.S. code specification) concealed pipelines. The sanitary ware and shall be of good quality (as per relevant I.S. code specification). All CP fittings will be of good quality (as per relevant I.S. code specification).

# OTHER FACILITIES:-

Generator line will be provided. One common toilet for servants will be provided in the Ground floor. Telephone and intercom line in drawing room and T.V. point will be provided in the Drawing room and all Bedrooms. Closed Circuit Camera network to be done to monitor the common areas.

# THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EXEMPTION AREAS AND/OR COMMON FACILITIES)

- The foundation column, beams, supports, corridors, lobbies, stairway, entrance and exits pathway.
- External drains, sewerage from the premises to the main road.



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- Drainage pipes from the units to the drains and sewers connection to the premises.
- Toilets in the Ground Floor of the premises for the use of durwans, caretaker of the premises and/or servants.
- Meter room.
- Roof.
- Septic tank.
- Driveways and pathways.
- Boundary walls of the premises including outside wall of the Building and main gate.

# 10. COMMON PARTS :-

- Pump and meter with installation and room thereof.
- Water pump, underground water reservoir, water pipes and other common plumbing installation and space required thereto.
- External rain water pipes and distribution pipes.
- Transfer (if any), electric wiring meter for lighting staircase, lobby and other common areas (excluding



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those as are installed for any particular floor) and space required therefor.

- Windows, doors and other fittings of the common areas of the premises.
- Lift, shaft, lift machine room and its accessories, installations and space required thereof.
- 7. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said premises of the Building as are necessary for use and occupancy of the Units as are required.

# THE SIXTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON AREAS & INSTALLATIONS)

- Entrance and exit of the Building.
- Boundary walls and main gate.
- Ground Floor yard.
- Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any Unit/Flat).



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- Staircase and corridors on all floors and the entire roof, deducting the area of staircase room lift well and lobby, lying on the front side of the proposed Building.
- Lifts, its equipments and installations, lift well, machine room, security room, common toilet, generator room etc., if any.
- Electric sub-station and electrical wiring and other fittings (excluding only those installed in the exclusive area of any Flat/Unit exclusively for its use).
- 8. Meter space/water pump, water reservoir together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any Flat/Unit) together with the roof of the Building and separated area for common installations.
- Such other common parts, area, equipments, installations, fittings, fixtures and space in or about the land and the Building as may be necessary for passage and/or user in common by the Co-Owner.



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- Lighting, fixtures, fittings in staircase, corridors, yard, driveway and pathway.
- Electrical wiring and other wiring from the Ground Floor to the respective Flats.

# THE SEVENTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EXTRA DEVELOPMENT CHARGES)

Both the Owner and the Developer shall have to pay the cost of additional features and/or facilities to be provided in the Building.

- Proportionate costs and charges of C.E.S.C. transformer/ service/meter/security deposit for the meter.
- Deposit and charges of electric meter and transfer and service line.
- Costs of formation of the Association for management and maintenance of the new Building at the said property.
- Proportionate cost of generator to be installed for providing electricity to the respective Units in the proposed Building.



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

# SIGNED, SEALED AND DELIVERED

by the Parties at Kolkata in the presence of :-

WITNESSES :-

I. Subhusin Bash Mer nehvi Megn

MOHANKA DEVELOPERS PVT. LTD.

Director / Authorised Signatory

Signature of the OWNER

2. Mtinmay Naskolz 393A Rakindra Sahani Kolkala-700005.

SUN SHAKTI REALTOR LLP

Designated Partner/Partner

Signature of the DEVELOPER

Drafted by us :-

SANTANU ADHIKARY

Advocate

Alipore Judges' Court, Kol: 27.

Computer Typed by :-

DEBASISH NASKAR

Alipore Judges' Court, Kol: 27.



District Sub-Registrar-II Alipore, South 24 Parganas

# MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of Rs.40,00,000/- (Rupees Forty Lac) only towards the interest free security deposit in terms of this Agreement, as per Memo below:-

Date Particulars MEMO

31/12/2020 Federal Bank
Cheynem: 07/601

Cheyne Dt: 31/12/2020

TOTAL Rs.40,00,000/-

(Rupees Forty Lac) Only

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HANKA DEVELOPERS PVT. LTD.

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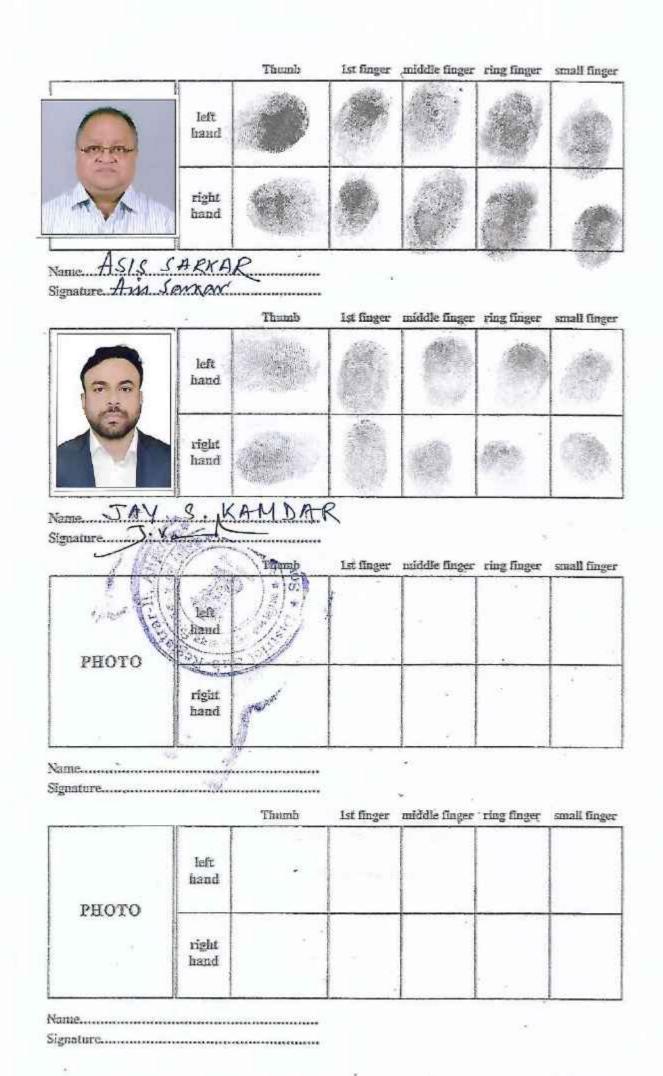
Director / Authorised Signatory

Signature of the OWNER

2. Mhinmay Naskaz 393 A Rabindra Sahani Kolkaka- Joucos.



District Sub-Registrar-II Alipore, South 24 Parganas





District Sub-Registrar-II Alipere, South 24 Parganas

# HANKA DEVELOPERS PYT LTD.

CIN: U70120WB1995PTC072569

Regd office: 18, British Indian Street, Kolkata- 700069, West Bengal Email Id: mohankadevelopers2019@gmail.com

EXTRACT OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF M/S. MOHANKA DEVELOPERS PRIVATE LIMITED DULY CONVENED AND HELD AT THE REGISTERED OFFICE OF THE COMPANY AT 18, BRITISH INDIAN STREET, KOLKATA- 700069, WEST BENGAL ON MONDAY, 28<sup>TH</sup> DECEMBER, 2020 AT 1.00 P.M. AND CONCLUDED AT 1.45 P.M.

# AUTHORISATION TO SIGNING RELEVANTS DOCUMENTS FOR RESIDENTIAL APARTMENT

The Chairman informed the Board that the Company is going to accept the Development agreement from M/s. Sun Shakti Realtor LLP, LLPIN: AAV-0792 registered office at 21/7, Ashwini Dutta Road, Post Office: Sarat Banerjee Road, P.S. Lake, Kolkata - 700029, West Bengal to develops a residential apartment at 17/1, Parasar Road, P.S. Tollygunge, Kolkata-700029, West Bengal. The Company needs to authorise Mr. Asis Sarkar, Director of the Company, regarding this matter. The Board discussed the matter briefly and passed the following resolution unanimously:

"RESOLVED THAT Mr. Asis sarkar (DIN: 01975089), Director of the Company be and is hereby authorized and empowered to do all or any of the following activities in order to develop a residential apartment at 17/1, Parasar Road, P.S. Tollygunge, KMC ward no. 87, Kolkata-700029, West Bengal:

- To negotiate and finalize terms and conditions;
- 2. To execute all letters of request from time to time including all declarations, if any as required;
- 3. To execute, sign, submit on behalf of the Company such acts, deeds, things, agreements including development agreement, papers, documents, declarations, undertakings, securities, indemnities, and writings as may be required for development of aforesaid residential apartments."

For Mohanka Developers Private Limited

MOHANKA DEVELOPERS PVT LYD

Authorised Signatory / Disector

... JHANKA DEVELOPERS PVT. LTD.

Director / Authorised Signatory

Pradip Kumar Parashramka

Director

DIN: 00613898

MOHANKA DEVELOPERS PVT. LTD. Am Sankar

Director / Authorised Signatory

रुपाई लेखा संख्या /PERMANENT ACCOUNT NUMBER



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MOHANKA DEVELOPERS PVT LTD

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MOHANKA DEVELOPERS PVT. LTD.

JOHANKA DEVELOPERS PVT. LTD.

Ans Saman

Director / Authorised Signatory

Am Saman Director / Authorised Signatory

इस कार्ड के खो / पिल जाने पर कृष्या जारी करने बाले प्राधिकारी को सूचित / यापस कर हैं संयुक्त अध्यक्तर आयुक्त(सद्धित एर्ड सक्तांकी). P-7. घीर है स्वकायर. धानकता - 700 osg

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Unique Identification Authority of India

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hulp@udai.gocin

www.sidal.gov.ro

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# आयकर विभाग INCOME TAX DEPARTMENT



# भारत सरकार GOVT OF INDIA

ई– स्थाची लेखा संख्या कार्ड e = Permanent Account Number (e=PAN) Card AEHFS9308G

नाम / Name

SUN SHAKTI REALTOR LIP \*\*

रियम/यञ्ज की वार्धेव Date of Incorporation / Formation

14/12/2020



Signature Not Verified

Digitalisasioned by Income Tax PAN Services Unit, NJDL eSovernance Inter 2020, 12.25 64.03,59 IST Reason: NSDL 6-PAN Sign Location: Murroal

- Personnet Account Number (PAN) Serificite Success Live Department Scaling of various documents, including payment of traces, assessment, traces are arrested as a reason matching of references and contact of the restriction at a relating to a very part.

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- Quating of PAN is now mandatory for several transactions specified under income Tax Act, 1961 (Refer Rule 114)Ref income Tax Rules, 1962) was so of the Rules in Tables, 1962 in the Rules in Tables, and the Ru
- Possessing or using more than one PAN is a gainst the law & may arrive penalty of agric Rv. 10,000.
   एक में अधिक मानवी लीका मंद्राय (पि.) का मानवा का कामा, कामुक के कियु है और क्रांक किए 10,000 नामें एक का देश तरका का मानवा है।
- √ The PAN Conference contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Cord.

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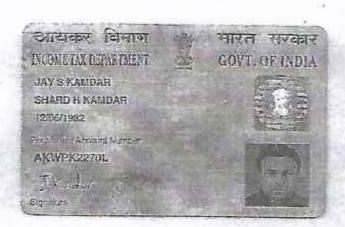
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of issue of Permanent Account Number (PAN) post

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post unendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1982, For more details, click here

SUN SHAKTI REALTOR LLP

Designated Partner/Partner



J. K.





SHART TRYCENT GOVERNMENT OF INDIA



jay. S. Kamdar DOB: 12/06/1982 MALE



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मेरा आधार, मेरी पहचान





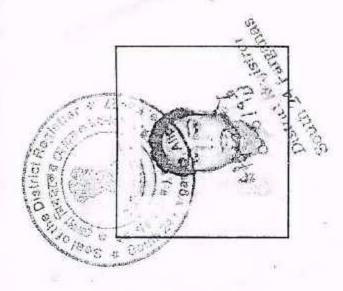
मस्तार विशिष्ट पहचान प्राधिकरण UNICHTE IDENTIFICATION AUTHNOSPY OF INDIA

S/O Late Sharad H Kamdar, 38A/26, JYOTISH ROY ROAD, New Alipore, Kolkata, West Berigal - 700053

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# UNDER THE POWERS

the District 24 Parganas is pleased to Conferred by the West engal Registration (Deed Writers) Rules 1982, the District Registrar, South ssue this licence

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South 24 Parganas District Registrar Dated...19.4..2013... His Licence No. 1714.

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Signature & Designation





# Govt. of West Bengal Directorate of Registration & Stamp Revenue

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GRN:

192020210185872011

Payment Mode

Online Payment

GRN Date: 30/12/2020 20:19:16

Bank:

HDFC Bank

BRN:

. 1331788577

BRN Date:

30/12/2020 20:21:03

# DEPOSITOR'S DETAILS

ld No. :

2001776564/17/2020

[Query No-Aluery Year]

Name:

SUN SHAKTI REALTOR LLP

Contact No.:

Mobile No.:

+91 9830718888

E-mail:

Address:

217 ASWINI DUTTA ROAD KOLKATA 700029

Applicant Name:

Mr PARTHA SANA

Office Name:

Office Address: Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 17

# PAYMENT DETAILS

No.	No. 2001776564/17/2020	Description Property Registration-Stamp duty	0030-02-103-003-02	75021
2	2001776564/17/2020	Property Registration-Registration Fees	0030-03-104-001-16	40021

Total

115042

In Words:

Rupees One Lakh Fifteen Thousand Forty Two only



90

Time

# Major Information of the Deed

Deed No:	I-1602-07805/2020	Date of Registration	31/12/2020	
Query No / Year	1602-2001776564/2020	Office where deed is re	egistered	
Query Date	28/12/2020 1:59:04 PM	1602-2001776564/2020		
Applicant Name, Address & Other Details		: Alipore, District : South 24-Parganas, WEST b. : 9830737513, Status :Deed Writer		
Transaction		Additional Transaction ,		
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Propert 40,00,000/-]	aration : 2], [4311] Other	
Set Forth value		Market Value		
Rs. 2/-		Rs. 3,30,14,170/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 75,031/- (Article:48(g))		Rs. 40,053/- (Article:E, E	E, B)	
Remarks	Received Rs. 50/- (FIFTY only ) fi area)	rom the applicant for issuing	the assement slip.(Urban	

# Land Details:

District: South 24-Parganas, P.S.- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Parasar Road, , Premises No. 17/1, , Ward No. 087 Pin Code : 700029

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	ALCOHOLOGICAL CONTRACTOR OF THE PARTY OF THE	Market Value (In Rs.)	Other Details
-	(RS :- )		Bastu		4 Katha 13 Chatak 26 Sq Ft	317753	2,90,91,670/-	Property is on Road
	Grand	Total:			8.0002Dec	1/-	290,91,670 /-	

# Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	5230 Sq Ft.	1/-	39,22,500/-	Structure Type: Structure

Gr. Floor, Area of floor : 2615 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No. 1, Area of floor: 2615 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total:	5230 sq ft	1 /-	39,22,500 /-	31



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# Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
	MOHANKA DEVLOPERS PRIVATE LIMITED  17/1, PARASAR ROAD, P.O:- SARAT BOSE ROAD, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700029, PAN No.:: AAxxxxxxx2H, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative

# Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	SUNSHAKTI REALTOR LLP  21/7, ASWINI DUTTA ROAD, P.O:- SARAT BANERJEE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029, PAN No.:: AExxxxxx8G, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

# Representative Details

Name	e,Address,Photo,Finger	print and Signatu	ire	
1	Name	Photo	Finger Print	Signature
) Son of Date o 31/12/ Self, D 31/12/	SARKAR (Presentant  NIRANJAN SARKAR f Execution - 2020, , Admitted by: ate of Admission: 2020, Place of sion of Execution: Office			-Ain Sarkon
		Dec 31 2020 2:18PM	LTI 31/12/2020	31/12/2020
West I	Bengal, India, PIN - 700	026, Sex: Male, aar No: 68xxxxx	By Caste: Hindu, C	unge, District:-South 24-Parganas, Occupation: Business, Citizen of; Ind Representative, Representative of :
West I	Bengal, India, PIN - 700 Io.∷ AKxxxxxx8H, Aadh	026, Sex: Male, aar No: 68xxxxx	By Caste: Hindu, C	Occupation: Business, Citizen of: Ind
JAY S Son of KAMD/ Date of 31/12/ Self, D 31/12/	Bengal, India, PIN - 700 Io.:: AKxxxxxx8H, Aadh NKA DEVLOPERS PR Name KAMDAR Late SHARAD H	026, Sex: Male, aar No: 68xxxxx IVATE LIMITED	By Caste: Hindu, C xxx3310 Status : R	Occupation: Business, Citizen of: Ind Representative, Representative of :



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# Identifier Details :

Name	Photo	Finger Print	Signature
PARTHA SANA Son of Late R N SANA ALIPORE, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027		11.5	Parthon Jaman
	31/12/2020	31/12/2020	31/12/2020

Trans	fer of property for L1		
SI.No	From	To. with area (Name-Area)	
1	MOHANKA DEVLOPERS PRIVATE LIMITED	SUNSHAKTI REALTOR LLP-8.00021 Dec	
Transi	fer of property for S1		
SI.No	From	To. with area (Name-Area)	
1	MOHANKA DEVLOPERS PRIVATE LIMITED	SUNSHAKTI REALTOR LLP-5230.00000000 Sq Ft	



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# On 30-12-2020

# 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 3,30,14,170/-

8-1

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

South 24-Parganas, West Bengal

### On 31-12-2020

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

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

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

Presented for registration at 13:27 hrs on 31-12-2020, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by ASIS SARKAR.

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

Execution is admitted on 31-12-2020 by ASIS SARKAR,

Indetified by PARTHA SANA, , , Son of Late R N SANA, ALIPORE, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

Execution is admitted on 31-12-2020 by JAY S KAMDAR, PARTNER, SUNSHAKTI REALTOR LLP (LLP), 21/7, ASWINI DUTTA ROAD, P.O.- SARAT BANERJEE ROAD, P.S.- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Indetified by PARTHA SANA, , , Son of Late R N SANA, ALIPORE, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

# Payment of Fees

Certified that required Registration Fees payable for this document is Rs 40,053/- (B = Rs 40,000/-,E = Rs 21/-,H = Rs 28/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 40,021/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/12/2020 8:21PM with Govt. Ref. No: 192020210185872011 on 30-12-2020, Amount Rs: 40,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1331788577 on 30-12-2020, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 75,021/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 30059, Amount: Rs. 10/-, Date of Purchase: 28/12/2020, Vendor name: S DAS Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/12/2020 8:21PM with Govt. Ref. No: 192020210185872011 on 30-12-2020, Amount Rs: 75,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1331788577 on 30-12-2020, Head of Account 0030-02-103-003-02

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

South 24-Parganas, West Bengal



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2021, Page from 17841 to 17923
being No 160207805 for the year 2020.



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Digitally signed by SAMAR KUMAR PRAMANICK

Date: 2021.01.14 13:44:08 +05:30 Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2021/01/14 01:44:08 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)