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THIS INDENTURE is made on this the 16th day of December Two Thousand Twenty (2020) BETWEEN

ন:2057 তারি 25-02-2020 বৃদ্য CARDER AND BUTER DIT MASKAGE Alipare palice cour স্ট্যাম্প ডেঃ- আহিক উদ্দিন গান্ধী Kal-27 বিষ্ণপুর এ. ডি. এস. আর. অফিস, ম: ২৪ পরগণা। coots ation and for good

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2/C, Sitakanta Banerjee Lane, Post Office - Hatkhola, and Police Station -Shyampukur, Kolkata - 700005, West Bengal, India and (3) <u>SMT. RUBY RAI</u>, having PAN: AHIPR4466J, Aadhaar No.7439 4395 0388, wife of Sri Dhananjay Kumar Rai, daughter of Late Parimal Mazumder, by faith - Hindu, by Nationality - Indian, by occupation - Housewife, residing at 116, Bakar Mahal Sadar Bazar, near Debi Prasad School, Post Office and Police Station Barrackpore, Kolkata - 700120, District: North 24-Parganas, West Bengal, India, hereinafter jointly called and referred to as the "<u>O W N E R S</u>" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) of the <u>ONE PART</u>:

AND

<u>M/S. MUNNA ASSOCIATES</u>, a Proprietorship Firm, having its office at 14/28, Chowbaga Road, Post Office and Police Station - Tiljala, Kolkata - 700039, represented by its sole Proprietor <u>SRI MUNNA MONDAL</u>, having PAN: AUVPM2581K, No.6654 7135 7143, son of Sri Janardan Mondal, by faith -Hindu, by occupation - Business, by Nationality - Indian, residing at 14/28, Chowbaga Road; Post Office and Police Station - Tiljala, Kolkata - 700039, hereinafter referred to as the "<u>D E V E L O P E R</u>" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, proprietor, executors, administrators, authorized representatives and assigns) of the <u>OTHER PART</u>:

WHEREAS by a Deed of Conveyance dated 27th day of September, 1907 duly registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No.I, Volume No.26, Pages from 288 to 295, Being No.2523 for the year 1907, one Madan Mohan Mukherjee being the Owner sold, transferred and conveyed ALL THAT piece and parcel of landed property being Premises No.2, Sitakanta Banerjee Lane in the North Division of the town of Calcutta unto and in favour of Jnanendra Nath Mukherjee for a valuable consideration mentioned therein.

AND WHEREAS while the said Jnanendra Nath Mukherjee enjoying and occupying the said property, died intestate on 22/09/1943 leaving behind his three sons namely Anath Bandhu Mukherjee, Ansuman Mukherjee, Chandra Sekhar Mukherjee as his only legal heirs and successors who jointly inherited the aforesaid Premises No.2, Sitakanta Banerjee Lane along with another Premises No.18/9, Raja Rajballav Street left by the said deceased Jnanendra Nath Mukherjee as per the Dayabhaga School of Hindu Law.

<u>AND WHEREAS</u> by way of inheritance, the said Anath Bandhu Mukherjee, Ansuman Mukherjee, Chandra Sekhar Mukherjee became the joint Owners of the said two premises being Premises No.2, Sitakanta Banerjee Lane and Premises No.18/9, Raja Rajballav Street respectively having ejmali rights and lawfully seized and possessed of the same without any hindrances and interruptions from others.

<u>AND WHEREAS</u> for the purpose of more convenient use and occupation, the said Anath Bandhu Mukherjee, Ansuman Mukherjee, Chandra Sekhar Mukherjee made a Partition or Division in respect of the said two premises among themselves by metes and bounds by a Deed of Partition dated 22/03/1956, duly registered in the office of the Registrar of Assurance at Calcutta and recorded in Book No.I, Volume No.42, Pages from 151 to 172, Being No.1445, for the year 1956.

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<u>AND WHEREAS</u> as per said Deed of Partition, the said Ansuman Mukherjee was exclusively allotted the northern portion of said Premises No.2, Sitakanta Banerjee Lane more fully described in the Schedule - II (A) of the said Deed of Partition and marked as Lot "A" and bordered by YELLOW colour in the map or plan thereto annexed in the said Deed of Partition AND the said Anath Bandhu Mukherjee was exclusively allotted the southern portion of said Premises No.2, Sitakanta Banerjee Lane more fully described in the Schedule - II (B) of the said Deed of Partition and marked as Lot "B" and bordered by GREEN colour in the map or plan thereto annexed in the map or plan thereto annexed in the said Deed of Partition and marked as Lot "B" and bordered by GREEN colour in the map or plan thereto annexed in the said

Deed of Partition AND the said Chandra Sekhar Mukherjee was exclusively allotted the said Premises No.18/9, Raja Rajballav Street more fully described in the Schedule - II (C) of the said Deed of Partition and marked as Lot "C" and bordered by RED colour in the map or plan thereto annexed in the said Deed of Partition and they were lawfully seized and possessed of the their respective allotted portion in severalty from others.

<u>AND WHEREAS</u> by a Deed of Gift dated 27/09/1957, duly registered in the office of the Sub-Registrar of Assurances at Calcutta and recorded in Book No.I, Volume No.95, Pages 152 to 156, Being No.3720 for the year 1957, the said Ansuman Mukherjee granted, transferred, conveyed and bestowed by way of Gift, the said northern portion of Premises No.2, Sitakanta Banerjee Lane unto and in favour of Parbati Charan Mukherjee, the eldest son of said Anath Bandhu Mukherjee out of his natural love and affection.

AND WHEREAS the said Anath Bandhu Mukherjee during his life time executed a Deed of Settlement dated 13/04/1968, duly registered in the office of the Registrar of Assurances at Calcutta and recorded in Book No.I, Volume No.83, Pages from 131 to 147, Being No.2041 for the year 1968 in favour of his four sons namely Biswanath Mukherjee, Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee out of five sons and daughters in respect of southern portion of said Premises No.2, Sitakanta Banerjee Lane measuring an area 3 Cottahs 1 Chittak 22 Square Feet more or less together with partly three storied and partly two storied building standing thereon and thereafter the said Anath Bandhu Mukherjee, as the Trustee duly mutated his name with the records of the Corporation of Calcutta in respect of the southern portion of the said Premises No.2, Sitakanta Banerjee Lane which has since been known and numbered as the Municipal Premises No.2B, Sitakanta Banerjee Lane.

AND WHEREAS the said Anath Bandhu Mukherjee died intestate on 5th day of July, 1971 and after the death of said Anath Bandhu Mukherjee his four sons namely Biswanath Mukherjee, Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee were jointly acquired the said land measuring 3 Cottahs 1 Chittak 22 Square Feet more or less together with

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partly three storied and partly two storied building standing thereon, lying and situated at Premises No.2B, Sitakanta Banerjee Lane as per terms of the said Deed of Settlement dated 13/04/1968 and lawfully seized and possessed of the said land without any hindrances and interruptions from others.

<u>AND WHEREAS</u> for the purpose of more convenient use and occupation, the said Biswanath Mukherjee, Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee made a Partition or Division in respect of the said land measuring 3 Cottahs 1 Chittak 22 Square Feet more or less together with partly three storied and partly two storied building standing thereon, lying and situated at Premises No.2B, Sitakanta Banerjee Lane among themselves by metes and bounds by a Deed of Partition dated 03/08/1979, which was duly registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No.1, being Deed No.4207 for the year 1979.

AND WHEREAS as per said Deed of Partition, the said Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee were jointly exclusively allotted the land measuring 2 Cottahs 2 Chittaks 5 Square Feet together with three storied building standing thereon being the southern portion of the said Premises No.2B, Sitakanta Banerjee Lane fully described in the Second Schedule of the said Deed of Partition and marked as Lot 'A' and bordered by RED colour in the map or plan annexed thereto AND the said Biswanath Mukherjee was exclusively allotted the land measuring 15 Chittaks 25 Square Feet together with two storied building standing thereon being the northern portion of the said Premises No.2B, Sitakanta Banerjee Lane fully described in the Third Schedule of the said Deed of Partition and marked as Lot 'B' and bordered by GREEN colour in the map or plan annexed thereto and they were lawfully seized and possessed of their respective portion in severalty from other.

AND WHEREAS by virtue of aforesaid Deed of Partition, the said Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee became the joint Owners of the said land measuring 2 Cottahs 2 Chittaks 5 Square Feet together with three storied building standing thereon being the southerm portion of the said Premises No.2B, Sitakanta Banerjee Lane having ejmali rights and lawfully seized and possessed of the same without any hindrances and interruptions from others.

AND WHEREAS while in possession of the said land, the said Bijoy Kumar Mukherjee, Ajoy Kumar Mukherjee and Sanjoy Kumar Mukherjee by executing a Deed of Conveyance dated 12/12/1979 duly registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No.I, being Deed No.4207, for the year 1979, granted, sold, transferred and conveyed the said land measuring 2 Cottahs 2 Chittaks 5 Square Feet together with three storied building standing thereon being the southern portion of the said Premises No.2B, Sitakanta Banerjee Lane unto and in favour of One Sri Parimal Majumdar, since deceased and Smt. Kalpana Mazumdar, since deceased, the predecessors and also the father and mother of the Vendors herein for a valuable consideration mentioned therein.

<u>AND WHEREAS</u> the said Sri Parimal Majumdar, since deceased and Smt. Kalpana Mazumdar, since deceased, after such aforesaid purchase got their name recorded and mutated in the office of the then Calcutta Municipal Corporation now Kolkata Municipal Corporation in respect of the said land which has since been known and numbered as the Municipal Premises No.2C, Sitakanta Banerjee Lane, vide Assessee No.11-008-51-0021-0 under Ward No.8 and thus enjoying the same by paying usual rents and taxes thereto.

<u>AND WHEREAS</u> while the said Sri Parimal Majumdar and Smt. Kalpana Mazumdar jointly enjoying and occupying the said premises, the said Parimal Majumdar died intestate on 06/06/1996 and Smt. Kalpana Mazumdar died intestate on 08/01/2013, leaving behind their two sons namely Sri Sumit Mazumder, Sri Amit Mazumder and one married daughter Smt. Ruby Rai, the Owners herein as their only legal heirs and successors who jointly inherited the said property as per Hindu Succession Act, 1956. <u>AND WHEREAS</u> by way of inheritance the said Sri Sumit Mazumder, Sri Amit Mazumder and one married daughter Smt. Ruby Rai, the Owners herein became the joint owners of the said Premises No.2C, Sitakanta Banerjee Lane, more fully described in the First Schedule hereunder written each having undivided '/3rd share therein and lawfully seized and possessed of the same without any hindrances and interruptions from others.

<u>AND WHEREAS</u> the Owners herein being intended to get the said plot of land, more fully described in the First Schedule hereunder written developed by constructing a multistoried building made an offer the Developer herein and the Developer also agreed to undertake the construction work of the proposed multistoried building as per sanctioned plan of the Kolkata Municipal Corporation entirely at the costs and expenses of the Developer herein.

<u>AND WHEREAS</u> the Owners herein by executing this Development Agreement entered into a contract or agreement with the Developer herein subject to the terms, conditions and stipulations and obligations contained herein below.

IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES

- 1. That after completion of the proposed Building the Owners will be allocated 50% of the groupd floor, entire second floor and 50% of the third floor at the east-north-south side, front portion of the proposed building according to Sanction Building Plan as Owners' Allocation and the balance portion i.e. 50% of the ground floor on the east-north-south side, entire first floor and 50% of the third floor on the back side shall be allocation of the Developer herein.
- That the Developer shall have to complete the construction of the new building within 18 (eighteen) months from the date of obtaining the sanctioned building plan from the Kolkata Municipal Corporation
- 3. The Owners herein have handed over the original title deed of the said land to the Developer and the Developer shall retain the said title deed in its safe custody until the entire Developer's Allocation is sold to the intending purchaser/s

- 4. That the Developer during the period of construction shall be entitled to enter into agreement with any intending buyer or buyers for sale and transfer of Developer's Allocation and to receive advance or Booking money from those intending buyers to which the Owners shall have no right to raise any objection pleas or pretext whatsoever.
- 5. That the Owners shall also execute and register a Power of Attorney in favour of the Developer authorizing and/or empowering them to do all acts, deeds and things in connection with construction of the proposed building without any sort of interruption or disturbance.
- 6. That apart from the Owners' Allocated portion of the building the Owners shall have right to use all common areas of the building with the other co-owners of the building such as staircase, roof, main entrance, ground floor common areas, meter room etc.
- 7. That after execution of this Agreement the Owners shall deliver the vacant possession of the said premises to the Developer. And the Developer shall take the full vacant possession of the said premises for the purpose of erection of proposed building on the said land as per said sanction plan of the Kolkata Municipal Corporation after demolish the existing three storied building and all the sale proceeds of the demolishing materials of the existing building own by the Developer alone.
- 8. The Owners hereby appoint the Developer for developing the said property described in the First Schedule hereunder written by constructing a three storied Building thereon as the case may be comprising of several flats and other spaces together with all amenities thereto such as boundary wall with grill gate, drainage, electricity, water reservoir, water tank, water pump etc.
- 9. It is mutually agreed by and between the parties herein, that the Owners herein shall handover the all original documents and other necessary documents in respect of FIRST SCHEDULE property lying with their custody to the Developer at the time of signing this Agreement with proper receipt for the purpose of mutation and other necessary work for prepare the legal

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documents and same to be kept with the Developer for disposal of the Developer Allocated portion of the said proposed building and after disposal of the entire Allocation of the Developer in the said proposed building the Developer shall handover the said documents to the Owners.

- The Owners herein shall also have liberty to inspect the construction at all material times but shall not intervene the process of construction in the said premises.
- 11. The Developers will complete the building on the said land according to the specification mentioned in the FOURTH SCHEDULE hereunder written, within a period of 18 (eighteen) months from the date of obtaining the sanctioned building plan from the Kolkata Municipal Corporation.
- 12. The Developer will appoint any Contractor Contractors, Architect/ Architects, Engineer/ Engineers, for the necessary purpose or to draw up the building plan and to construct and supervise the same at the cost of the Developer.
- 13. The Owners hereby agrees to sign, execute and register whenever necessary all agreements acceptable in the eye of law for transfer of undivided proportionate and impartible share in the said land.
- 14. The Owners do hereby authorizes the Developer to make all necessary application in the name of the Owners before the Kolkata Municipal Corporation and other competent authorities for obtaining sanction, division, permission, refund, clearance, approvals and all connections such as water sewerage, drainage and electricity and other amenities and shall also be entitled to make deposit and obtain refund thereof.

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- 15. The Owners undertake to render all sorts of assistance to the Developer as would be necessary connection with various applications for obtaining sanction revision, permission, refund clearances, approval and/or connections for successful construction of the entire building.
- 16. The Developer hereby agrees and undertakes to carry out the construction of the building in strict adherence of the sanctioned building plan without any deviation whatsoever. If any type of deviation appeared, the Owners will not be responsible for the same in any way and moreover the Developer will have

to be authorized by the Landowner for any type of deviation even in future beyond the sanctioned building plan.

- 17. The Owners hereby further agree and undertake not to let out, grant lease, mortgage and/or charge the said property or any portion thereof at any time hereafter during the continuance of this agreement.
- 18. The Owners hereby declare and assure that they are the absolute owners of the FIRST SCHEDULE property and they have full right to enter and execute this Agreement with the Developer and the FIRST SCHEDULE property is free from all encumbrances, charges, liens, mortgage, lease etc and there is no civil and criminal suit pending in respect of the FIRST SCHEDULE property and the said property is neither acquired or requisition by the any public authority such as KMDA, Metro Rail authority so far his knowledge goes.

19. The Developer shall have the right to transfer its allocated portion of the building only to the intending Purchaser/s and gives their possession as finished or unfinished condition after delivery of the Owners' Allocated portion of the building to the Owners as per this agreement. The Developer shall finish the Owners' Allocated portion of said building first and may delivery the same to the Owners before the delivery of the Purchaser/s of the Developer.

- 20. The Owners shall execute a REGISTERED POWER OF ATTORNEY in favour of the Developer for the completion of this project and to sale the Developer's Allocation portion of the said building and to collect the advance and/or earnest money or the total consideration money from the Intending Purchaser/s of the Developer's Allocation portion of the building.
- 21. The parties i.e. the Owners and Developer hereto shall be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of force majeure and shall be suspended from the obligation during the duration of force majeure. Force Majeure shall mean flood, earthquake, riot, war, storm tempest, civil commotion, and/or any act commission beyond the control of the parties hereto.

- 22. That at the time of registration of Deed of Conveyance/s in respect of the Developer's Allocated portion of the said building in the name of nominees/ purchasers of the Developer, the Owners are bound to execute the said Deed of Conveyance for sale of undivided proportionate share of land of the said premises, if necessary.
- 23. That all costs and expenses for the construction of the building will be borne by the Developer/ Second party and also the construction work will be completed within 18 (eighteen) months from the date of obtaining the sanctioned building plan from the Kolkata Municipal Corporation. And the Owners shall not have any obligation or duty or liability or responsibility for sharing or paying any part of the above cost and expenses.
- 24. That the legal expenses such as stamp duties, registration cost etc. relating to the Agreement, Power of attorney between the owner and the Developer shall be borne by the Developer only.
- 25. That the Owners shall not be liable and responsible for any damage or for any claim arising out of any accident and/ or otherwise as a result of and/or in connection with the construction to be carried out while executing the construction of the said project and after completion of the said flats and/or structures.
- 26. That notwithstanding the terms and conditions as stated hereinabove, the parties to this agreement is entitled to invoke the right under specific performance of contract and / or for damages.
- 27. That all the current electric bill, water charges and other rates and taxes of the Kolkata Municipal Corporation and other dues and outgoings in respect of the said premises from the date of execution of this Agreement till completion of the project shall be borne by the Developer.
- 28. This Agreement shall commence from the date of execution of this agreement and in terms of this agreement the Developer shall be responsible to handover a copy of the "Possession Letter" as regard handover the flats/ units

of the proposed building habitability of flats to the Owners within the stipulated period of 18 (eighteen) from the date of obtaining the sanctioned building plan from the Kolkata Municipal Corporation.

- 29. That the said property shall not recorded in the Kolkata Municipal Corporation in the name of the Owners herein, the Developer shall mutation the said land before the Kolkata Municipal Corporation in the name of the Owners herein as his own costs and expenses AND Developer and Owners jointly pay the all areas dues of K.M.C. tax upto day within 90 (ninety) days from the date of singing of this Development Agreement as per ratio of 30 : 70. If the Owners fail to pay the said areas tax and other expenses, the actual amount of the said expenses shall be adjust from the Owners' Allocation.
- 30. The Developer shall also keep the Owners protected save and indemnified at the times against all third party actions, suits, faulty and construction, proceedings and/or for penalties and other consequences that may arise due to any illegal and wrongful acts, deeds and things done executed and performed by the Developer.
- 31. That from the date of delivery of possession the Developer, Purchaser/ Owner of the respective flats, shall pay the proportionate share of municipal tax, maintenance charges and other expenses proportionately.
- 32. That the Developer shall handover a draft copy of building plan to be drawn up by the Architect of Developer and also after sanction of building plan a copy whereof shall be hand over to Owners for their record.
- 33. During the construction of the proposed building the Developer shall arrange alternative accommodation of two 2 BHK flats at his own costs and expenses and also pay a sum of Rs.5,000/- (Rupees five thousand) only per months as shifting charges.
- 34. That Developer of its own capacity shall execute the entire construction and all pre construction and post construction job. (Be it clear that in any arrangement the developer is not entitled to take shelter of Financier or other

financial assistance from Third Party In executing the process of execution). The Developer will also not be able to take any loan or create any sort of charge on the said land. However, Purchasers of Flat / space are at liberty to take loan to purchase their respective flat from bank or financial institution.

- 35. That during the course of the said project if any Owner died intestate in that case the legal heirs and successors of the said Owner will execute a register Power of Attorney in favour of the Developer and the Developer will be at liberty and have the Power to sale the flats/ spaces to intending purchaser/s in respect of the Developer's Allocation without prior consent of the legal heirs and successors of the Owners and/or the legal heirs are obliged to sign in the Agreement or Deed of Conveyance of the intending Purchaser/s without any further claim, if required.
- 36. That during continuance of this Agreement, the Owners herein shall not in any manner sell, transfer, encumber, mortgage or otherwise deal with or dispose of their right, title or interest in the said property in any manner whatsoever.
- 37. The Owner will not be responsible for any sales tax (VAT), service tax and or any statutory levies which may be applicable for the purpose of construction of the said building.
 - The dispute between the Owners of the land and the Builder if arises for any matter shall be resolved amicably by bipartite negotiation and if necessary help of a common well wisher may be availed or before going to the Court of Law or by Arbitration as per the Law of Arbitration Act being in force.

THE FIRST SCHEDULE ABOVE REFERRED TO (ENTIRE PROPERTY)

<u>ALL THAT</u> piece and parcel of Bastu land measuring 2 (two) Cottahs 2 (two) Chittaks 5 (five) Square Feet more or less together with three storied building standing thereon, lying and situate at Premises No.2C, Sitakanta Banerjee Lane, Police Station - Shyampukur, Kolkata - 700005, within the local limits of the Kolkata Municipal Corporation, Ward No.008, District -Kolkata and the said land is butted and bounded as follows:-

On the North :	Premises No.2B, Sitakanta Banerjee Lane.
On the South:	Premises No.18/10, Raja Rajballav Street.
On the East :	Part of 6 feet wide Road and Part of Premises No.1/A, Sitakanta Banerjee Lane.
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On the West : Premises No.18/11/1A, Raja Rajballav Street.

THE SECOND SCHEDULE ABOVE REFERRED TO: OWNERS' ALLOCATION

ALL THAT the entire second floor, 50% of the ground floor and 50% of the third floor at the east-north-south side, front portion of the proposed Building at the said premises together with right to use all common facilities and amenities of the said proposed building with habitable conditions also together with undivided proportionate share of land mentioned in the First schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO:

DEVELOPER'S ALLOCATION

ALL THAT the entire first floor, 50% of the ground floor on the east-northsouth side and 50% of the third floor on the back side of the proposed Building at the said premises together with right to use all common facilities and amenities of the said proposed building with habitable conditions also together with undivided proportionate share of land mentioned in the First schedule hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO (Specification of Construction)

Foundation and super structure: - Building designed on R.C.C. foundation with R.C.C. framed structure with R.C.C. roof slabs all confirming to national Building Code of India and the K.M.C.

Brick work:- All outside brick work with 1:6 cement mortar will be either 8" Or 5" thick. All 5" thick brick work will be with 1:4 cement mortal- 3" brick work will be 1:4 cement mortar with the wire reinforcement in every 2nd brick layer.

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Doors:- Sal Wood frame and all door will be commercial flush door for entrance door with stainless steel fittings, with hasbol.

Windows:- All windows will be Aluminum window with glass fitted and iron grill. Staircase and staircase room will be provided with M. S. Grill with light and ventilation.

Kitchen:- Kitchen slab will be provided with black stoned slab and with 3' height with glazed titles to be fitted on the cooking bench and one steel sink to be fitted with concealed water line and C. P. Bip cock. The floor will be titles (2' X 2').

Bathroom:- One Indian and European type commode with white P.V.C. Cistern, conceal water line with C.P. fittings, i.e. Stop cock. Angular stop cock, bib cock, shower all wall with 10" x 15" glazed tiles upto 6'ft. height. The floor will be tiles fitting Door will be P.V.C. frame and Palla, one piece set up all C.P. fitting would be made by ISI marks. One cool and hot water provision will be provided in one toilet. Wash basin in both toilets will be provided.

Floor:- All floors will be white tiles (2 X 2) with standard height of 4' skirting.

Drawing/ Dining:- One stand wash basin with C.P. Angular bib cock, one C.P. angular stopcock, basin backside with glazed tiles upto 2'ft.

Electric:- All electrical line will be concealed with copper wire. Two light point one fan point, one plug point, for each bed room, two light point, tow plug point and one telephone and cable point for drawing room, one light point, one exhaust Fan point, one geyser point in one bathroom and power line for washing machine, to be fitted in bathroom, one light point, one light point, one exhaust fan point, two plug point for kitchen. One light point and one plug point in balcony.

Plumbing:- P.V.C. Pipe from suprime brand.

Internal wall: - Putti only.

Outside wall:- Combination of snowcem and weather coat

Roof:- Roof of the building will be made by 1/2 stone chip 11/2 height.

Common Passage:- All common passage area will have light point, all passage and common area will be finished with cement in the ratio 1:3:6.

Water Pump:- supply system from Municipal authority/ tube well and water pump connection will be through the separate common meter.

NOW KNOW ALL BY THESE PRESENTS we the above named Owners/ Principals do hereby and hereunder nominate, constitute and appoint <u>M/S. MUNNA ASSOCIATES</u>, a Proprietorship Firm, having its office at 14/28, Chowbaga Road, Post Office and Police Station - Tiljala, Kolkata - 700039, represented by its sole Proprietor <u>SRI MUNNA MONDAL</u>, having PAN: AUVPM2518K, Aadhar No.6654 7135 7143, son of Sri Janardan Mondal, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 14/28, Chowbaga Road, Post Office and Police Station - Tiljala, Kolkata -700039, as our true and lawful Attorney in our names and on our behalf to do, executed and perform or caused to be done, executed and performed all or any of the following acts, deeds and things:-

To defend possession of the said property and every part thereof and receive and/or deliver possession thereof from and/or to any person or persons occupying thereon and also to manage maintain and administer the said property and every part thereof.

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- 2. To pay all rents and taxes, charges, expenses and other out goings whatsoever payable for or an account of the said property or any portion thereof or any undivided share or shares therein and to ensure any building thereon against loss or damages by fire and/or other risk as may be deemed necessary and/ or desirable by our said Attorney and to pay all premium for such insurance.
- To sign and give any notice to any occupier of the said property or trespassers or any portion thereof to quit or to repair or to avoid any nuisance or malice remedy and breach of covenant and/or for any other purpose whatsoever, manual of the said property or trespassers or any portion thereof to quit or to repair or to avoid any nuisance or malice remedy and breach of covenant and/or for any other purpose

- 4. To enforce any covenant/ any Agreement, gift towards K.M.C. authority, amalgamation and/or exchange deed with the other property or any other document relating to the sanction plan at the proposed building or any part thereof and if any right to re-enter arises in any manner under each covenants or under notice to quit them to exercise such rights, amongst others.
- 5. To appoint and terminate the appointment of Architect/ L.B.S., Engineer etc. and to get, prepare plans, demolition, to submit and sign building plan for construction and/ or reconstruction of and/or additions and/or alterations to any new or existing building or Buildings or structures and also sign an appear to water supply department, drainage system and hearing for the same.
- To build upon and exploit commercially the said property by making construction of building thereon and for that to arrange by us take down demolish structures of whatsoever nature existing thereon or as may be constructed in future.
- To appoint any Contractor/ Sub-Contractor for construction work or building thereon and to cancel the same and engage new Contractor to be done by them or his own discretion as if we do the same personally.
- 8. To apply for and obtain such certificate, permissions and clearance certificate and/or permissions from the competent Authority as may be required for execution and/or Registration of any Sale Deed in respect of Developer's Allocation in terms of the Agreement or other documents concerning the said premises and also to appear before and sign and submit all papers and documents of transfer concerning the said property and make representations to the concern authorities for getting such certificate and/or permissions.
- 9. To negotiate terms and to sell the said flats with undivided proportionate share of land in the said property except Owner's Allocation as mentioned in the Second Schedule to any purchaser or purchasers at such price which the said Attorney in his absolute discretion thinks proper.
- 10. To enter into any agreement or Agreements with any party or parties or with the intending Purchaser/s for sale or sales of flats in respect of Developers' Allocation mentioned above along with undivided proportionate share of land

and/or cancel and the same with the intending purchaser or purchasers to receive any booking money and/ or earnest money or advance or advances and also the balance/ entire consideration money from the intending purchaser or purchasers of the purchase money and to give, good, valid, receipt and/or discharges for the same to the purchaser or purchasers.

- 11. That the Attorney may sign and to execute any agreement, Deed of conveyance and to deliver any conveyance or conveyances for the selling of proportionate share of land and/ or flat/ flats and/ or space with superstructure and/ or flat/ flats/ spaces in the proposed building under the Developer's Allocation, mentioned above with easements rights of the common areas of the proposed selling of space/ flat/ flats along with proportionate share of land in favour of the intending purchaser or purchasers their nominees and in the agreement, Deed of conveyance or conveyances of the proposed sale and the said attorney receipt and acknowledge the advances and/or booking money and/or earnest money and/or full consideration money from the intending purchaser or purchasers.
- 12. To sign and execute all other deeds, instruments and assurance which he/ they shall consider necessary and to enter into and/or agree to such covenant and condition as may be required for completing the proposed building at the schedule property and for fully and effectually conveying the said proportionate share of land, flat/ flats together with the easements right of the common passage in the property on and for our behalf and it is to be treated as done by us being present personally ourselves do personally present.
- 13. To prepare sign execute, submit enter into modify cancel, alter draw approve the same and also to present for registration and admit registration of all paper documents deeds contract agreement, applications consent and other documents as may in any way be required before the competent authority to be or any of the powers herein contained including sale, permission of the said premises and every or any part thereof and the termination of all contracts, rights of occupancy/ user and/or enjoyment by any person or persons whatsoever, the schedule property and also in connection with

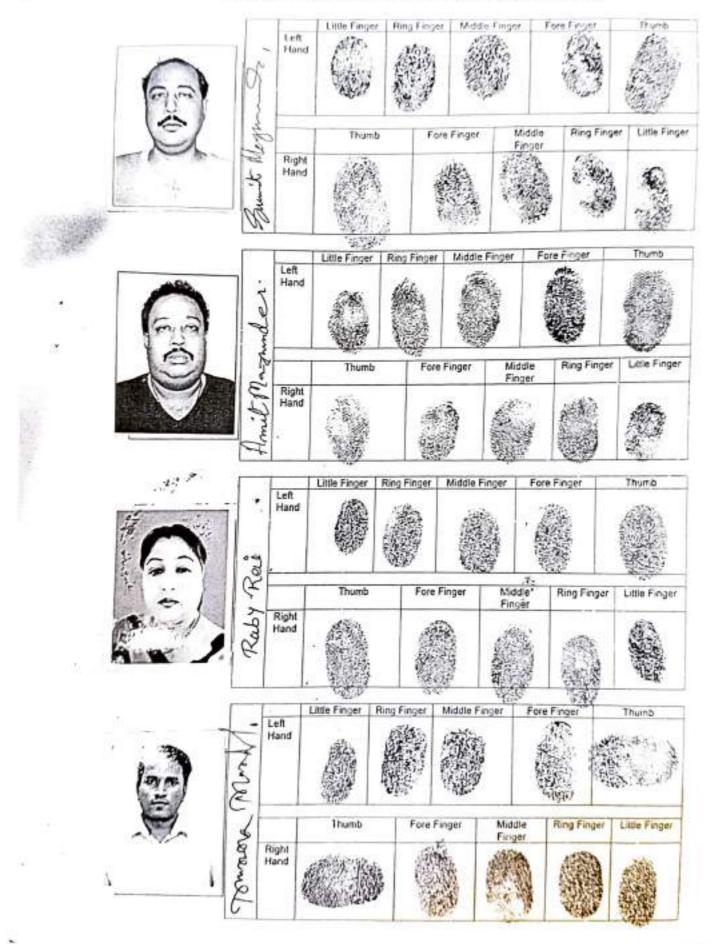
- 18 -

observing fulfilling and performing all the terms conditions and covenants on our part to be observed fulfilled and performed under the any Agreement.

- 14. To file any Complaint, suit, prosecute, enforce, defend, answer or oppose all actions and other valid legal proceedings against any persons and demand or negotiate regarding any of the matters aforesaid or any other matter, relating to the said property in which we now or may hereinafter be interested or connected and also if our Attorney think fit he may compromise or refer to Arbitration and may take any such action or institute proceedings as aforesaid before any Court, Civil or Criminal or Revenue including the District Court, or any other courts as the case may be.
- For the better and more effectually executing the powers or authorities aforesaid to appoint and employ solicitors, Advocates and/or debts collecting or other agents.
- To appear and represent us before all authorities make commitments and give undertakings as be required for all or any of the purpose herein Contained.
- 17. To appear before the Kolkata Municipal Corporation and/or other authorities regarding the Tax assessment or in any other way relating to the said property or any portion thereof or any undivided share or shares therein.
- 18. To submit and/or execution for mutation and/or amalgamation in respect of the said land before the Kolkata Municipal Corporation as well as the registry office on our behalf.
- 19. To observe fulfill and perform all the terms conditions and obligations on our part or to be observed fulfilled and performed according to the said agreement and to execute all our rights according to this deed's act therein by our said Attorney.
- 20. To sign and give notice or notices to any tenant or tenants and other occupiers of the building/ premises belonging to our estates, if any, to quit and vacate or to avoid any nuisance or for any other purpose or purposes whatsoever and to settle compromised compound or to avail them with their existing accommodations in the said building and enforce all



SPECIMEN FORM FOR TEN FINGERPRINTS



remedies open to us in respect of our accommodation with a view to exercising any right, vested to us.

AND GENERALLY to do all acts, deeds and things concerning the said premises or in any part thereof and for better exercise of the authorities herein contained which we could have lawfully done under our hands and seals, if personally presents.

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

WITNESSES:-1. Amit yheal. 418, Boindedon Basar(St. Kelkatar F

Smit Mayner, Amit Magunder. Ruby Reci

Signature of the Owners

Munna Associates TOMOLOUR MAR Proprietor Signature of the Developer

15.50

Drafted by me:-Swrengit raskar Reg. NO1- WB 463/02.

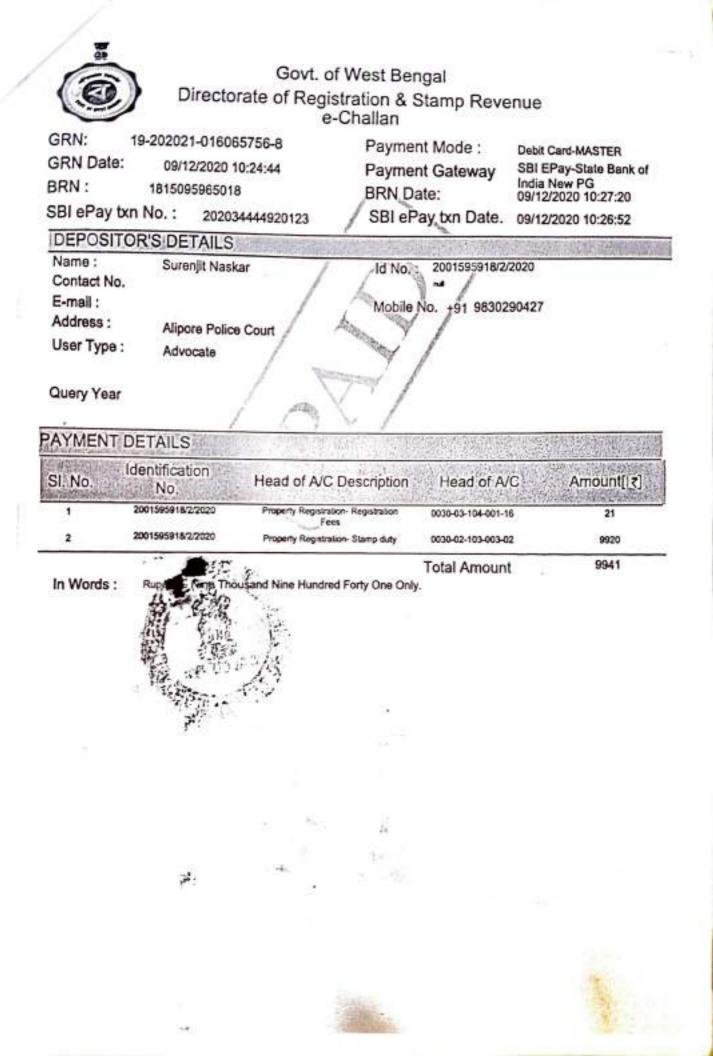
2. Sunil Konsce 72/ 170psila Road (Saulty) Kol - 46

Advocate Alipore Police Court, Kolkata - 27.

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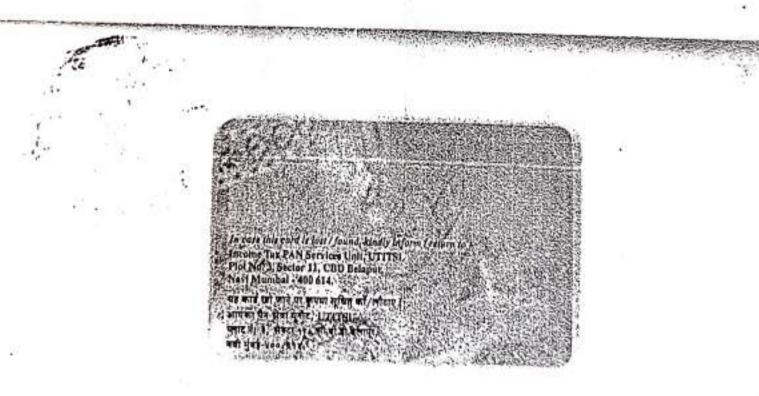
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Alipore Police Court, Kolkata - 27.





Amit Mazunder.





Amit Magunder.

বভারতীয় ব্রিপ্রিক্রমনিচয় প্রাধিকরণ all UNIQUE IDENTIFICATION AUTHORITY OF INDIA See. Address. 2/R. Ruins winift (en. 2/C. SITAKANTA ESNMI, ESNMI, (AMAINI, BANERJEE LANE. WETER, 100005 HATKHOLA, HATKHOLA, Halkhola, Kolkala, West Bengal, 700005 2 22 WAT: 1947 the Brank games the state got a FG States (Sel

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जायंकर विमाग भारत सरकार INCOME TAX DEPARTMENT GOVT. OF INDIA SUMIT MAZUMDER PARIMAL MAZUMDER ŋ 27/08/1979 Permanent Account Number and a ALCPM7616H 2 Han g, 55 Signature /

Gumit Mognes .,

In pase this card is bout I found, kindly jufarm I return id? Housing Tax PAN Services Unit, UTITSL Piot No. 3, Sector 11, CBD Belapur, Navi Migmbai - 400 614 ur and an and an arain after all refere -month da attention, and and an ener at state of the state attention and gas are for a

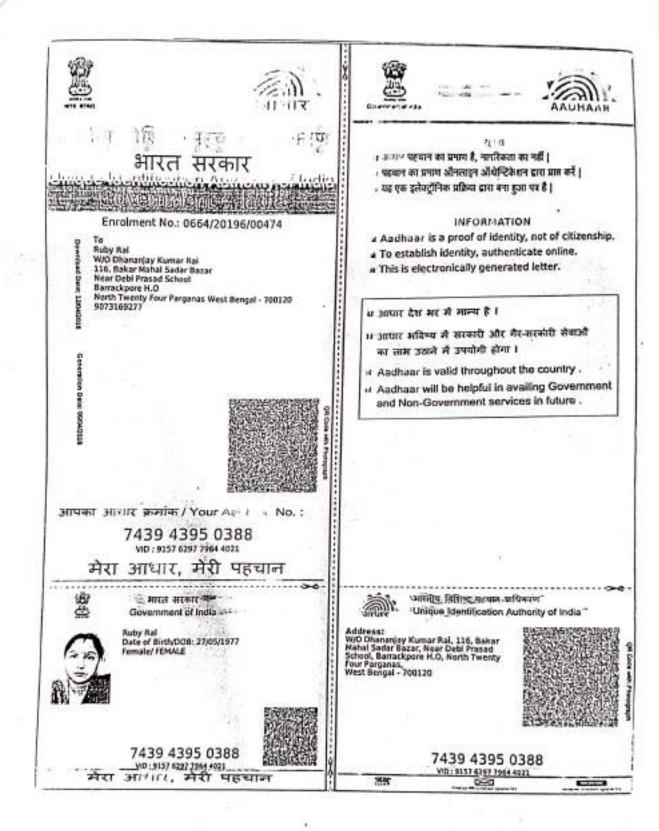
× 14 भारत सरकार GOVERNMENT OF INDIA দ্বনিত মধ্যমথান Suma Mazumber বিত্রা । পরিমল মজুমন্যার Faiher : Parimal Mazumder THE RM / Year of Birth - 1979 gara / Male 9343 7397 1064 আধার - সাধারণ মানুষের অধিকার ĩ ۰.

Junit Mognun 2

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

টিকানা: 2/মি, মীডাকার ব্যানায়ী দেন, হাটথোনা, হাটথোনা, কোলকাডা, পদ্মিমধাস, 700005 Address: 2/C, SITAKANTA BANERJEE LANE, HATKHOLA, HATKHOLA, Hatkhola, Kolkata, West Bengal, 700005

T \square 1 WWW 1943 1950 1951 1947 PO-Box 40 154" help-il-uda gov-n www.uda.govin Bengaturo 560 001 ÷



Ruby Rai

23 ÷ 27/05/1977 27/05/1977 27 maria 1 Account Numb UBY RAI RIMAL HAJUMDER COME TAX DEPARTMENT 1PR4466J यकर विमाग भारत सरकार GOVE OF INDIA 18022005 Ruby Roui ï

Major Information of the Deed

Deed No :	1-1903-06525/2020			
Query No / Year	1002 2004502020	Date of Registration 18/12/2020		
Query Date	1003-2001595918/2020	Office where deed is registered		
Contract of the second s	02/12/2020 4:02:25 PM			
Applicant Name, Address & Other Details	SURENJIT NASKAR	hana : Allpore, District : South 24-Parganas, WEST le No. : 9830290427, Status :Advocate		
Transaction	The second	Additional Transaction		
[0139] Sale, Development F	Power of Attorney	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value		Market Value		
Rs. 2/-	a second s	Rs. 66,90,281/-		
Stampduty Pald(SD)		Registration Fee Paid		
Rs. 10,020/- (Article:48(g))		Rs. 25/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing the assement slip.(Urban		

Land Details :

District: Kolkata, P.S:- Shyampukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sita Kanta Banerjee Lane, , Premises No: 2C, , Ward No: 008 Pin Code : 700005

Sch No:	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		2 Katha 2 Chatak 5 Sq Ft	1/-		Width of Approach Road: 6 Ft.,
	Grand	Total :	100		3.5177Dec	1/-	60,15,281 /-	

Structure Details :

Sch	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1 *		1/-		Structure Type: Structure

Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total	900 sq ft 1/-	6,75,000 /-	
Total :	300 34 11	aliciacat	

4.500 \$2

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副会社		e in the signatu	10	CARLES AND STREET, STR
	Name	Photo	Einger Print	the state of the second st
CI AL CO AL CO	Shri SUMIT MAZUMDER Son of Late PARIMAL MAZUMDER Executed by: Self, Date of Execution: 16/12/2020 Admitted by: Self, Date of Admission: 16/12/2020, Place Office			Bunit Mozen Sc.
ŀ		16/12/2020	10122020	yampukur, District:-Kolkata, West
	of Execution: 16/12/2020 , Admitted by: Self, Date of	haar No: 93xxx: Admission: 16/1	xxxxx1064, Status	
	Shri AMIT MAZUMDER	Photo C	EInger Print	Signature
	Son of Late PARIMAL MAZUMDER Executed by: Self, Date of Execution: 16/12/2020 , Admitted by: Self, Date of Admission: 16/12/2020 ,Place : Office		4.5	Amit Mazumber,
		1612/2020	LTI 15/12/2020	10/12/2023
3	Bengal, India, PIN - 70000 PAN No.:: ALXXXXX5E, Aad of Execution: 16/12/2020 Admitted by: Self, Date of	5 Sex: Male, By 0 Ihaar No: 65xxxx Admission: 16/1	Caste: Hindu, Occu (xxxx6254, Status) 12/2020 ,Place : 0	vampukur, District:-Kolkata, West upation: Business, Citizen of: India, :Individual, Executed by: Self, Date Office
-	Smt RUBY RAI			
	Wife of Shri DHANANJAY KUMAR RAI Executed by: Self, Date of Execution: 16/12/2020 , Admitted by: Self, Date of Admission: 16/12/2020 ,Place : Office			Ruby Rol
		15/12/2020	LTI 16/12/2020	16/12/3020
	Barrackpore, District:-North	24-Parganas, W	est Bengal, India,	P.O:- BARRACKPORE, P.S:- PIN - 700120 Sex: Female, By No.:: AHxxxxxx6J, Aadhaar No:

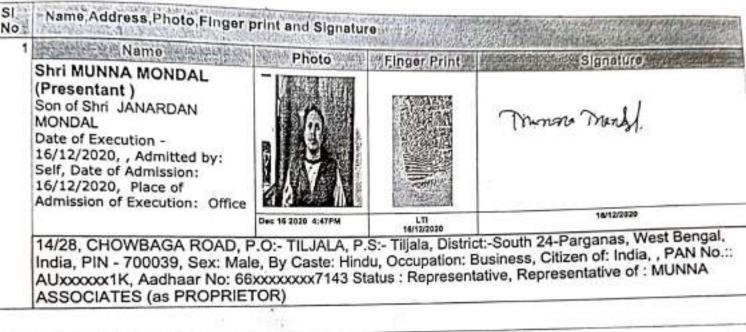


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Attorney Details :

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IN	MUNNA ASSOCIATES
1	14/28, CHOWBAGA ROAD, P.O:- TILJALA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700039, PAN No.:: AUxxxxx8K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
1	Representative Constant No Not Provided by UIDAI, Status :Organization, Executed by:

Representative Details :



dentifier Details :

Eloge	r Printiska	Signature
		Smanigit Nauero
16/12/	/2020	16/12/2020
		16/12/2020

dentifier Of Shri SUMIT MAZUMDER, Shri AMIT MAZUMDER, Smt RUBY RAI, Shri MUNNA MONDAL

Endorsement For Deed Number : 1 - 190306525 / 2020

Dni1612-2020

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

Admissible under rule 21 of West Bengal Registration Rule, 1952 duly stamped under schedule 1A. Article number (a) of Indian Stamp Act 1899

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

Presented for registration at 16:39 hrs on 16-12-2020, at the Office of the A.R.A. - III KOLKATA by Shri MUNNA MONDAL

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 66 90.281/-

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

Execution is admitted on 16/12/2020 by 1. Shri SUMIT MAZUMDER, Son of Late PARIMAL MAZUMDER, 2/C. SITAKANTA BANERJEE LANE, P.O: HATKHOLA, Thana: Shyampukur, , Kolkata, WEST BENGAL, India, PIN -700005, by caste Hindu, by Profession Business, 2. Shri AMIT MAZUMDER, Son of Late PARIMAL MAZUMDER, 2/C. SITAKANTA BANERJEE LANE, P.O: HATKHOLA, Thana: Shyampukur, . Kolkata, WEST BENGAL, India, PIN -700005, by caste Hindu, by Profession Business, 3. Smt RUBY RAI, Wife of Shri DHANANJAY KUMAR RAI, 116, BAKAR MAHAL SADAR BAZAR, NEAR DEBI PRASAD SCH, P.O. BARRACKPORE, Thana: Barrackpore, . North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by Profession House wife

Indetified by Mr SURENJIT NASKAR, , , Son of Late SADHON CHANDRA NASKAR, ALIPORE POLICE COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 16-12-2020 by Shri MUNNA MONDAL, PROPRIETOR, MUNNA ASSOCIATES (Sole Proprietoship), 14/28, CHOWBAGA ROAD, P.O.- TILJALA, P.S.- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700039

Indetified by Mr SURENJIT NASKAR, , , Son of Late SADHON CHANDRA NASKAR, ALIPORE POLICE COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25/- (E = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 4/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2020 10:27AM with Govt. Ref. No: 192020210160657568 on 09-12-2020, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 1815095965018 on 09-12-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100/-. by online = Rs 9,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2057, Amount: Rs. 100/-, Date of Purchase: 25/02/2020, Vendor name: Azizuddin Gazl

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2020 10:27AM with Govt. Ref. No: 192020210160657568 on 09-12-2020, Amount Rs: 9,920/-, Bank: SBI EPay (SBIePay), Ref. No. 1815095965018 on 09-12-2020, Head of Account 0030-02-103-003-02

Problr Kumar Golder ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume number 1903-2021, Page from 3217 to 3254 being No 190306525 for the year 2020.





Digitally signed by PROBIR KUMAR GOLDER Date: 2021.01.01 16:41:34 +05:30 Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2021/01/01 04:41:34 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA West Bengal.

(This document is digitally signed.)