S021/23 VC-1060/23 1 4882/23 एक सौ रुपये ONE ক. 100 **HUNDRED RUPEES** भारत INDIA INDIA NON JUDICIAL পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL AP 248420

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### DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT is made in Kolkata on this day of April, 2023

BY & BETWEEN

(1) Bidhan Rudra (2) Joydeep Mukherjee

Both Partners of M/s B. R. CONSTRUCTION Constitute Attorney of Sohini Deb

MISS SOHINI DEB, (Pan: AQQPD2228R) (Aadhaar-585445050064) daughter of Late Samindra Nath Deb, aged about 55 years, by faith-Hindu, by Nationality: Indian, by occupation-homemaker, permanently residing at 1/1, Jogendra Garden, Post Office-Haltu, Police Station- Kasba, Kolkata-700078, presently residing at Santanashram Residential home situated at 94, Arjun Park, Mukundapur, Kolkata-700099, West Bengal, hereinafter called and referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her successors or assigns) of the FIRST PART.

#### AND

M/s B.R. Construction (PAN: AAPFB5859D) having its office at premises No. 757, Jogendra Gardens South, Haltu, P.S Kasba, Kolkata-700078, represented by its Designated Partners 1) SHRI BIDHAN RUDRA son of Nibaran Rudra, (Pan: AGOPR8800K) (Aadhaar No. 402525630800) (Mobile No.- 9836138444) by faith- Hindu, by Nationality: Indian, by occupation- business, residing at 757, Jogendra Gardens South, Haltu, P.S Kasba, Kolkata-700078 and 2) JOYDEEP MUKHERJEE son of Nityago Pal Mukherjee (Pan: AIOPM3834C) (Aadhaar No. 988553188521) (Mobile No.9433-06177) by faith- Hindu, by Nationality: Indian by occupation- business, residing at 25/12, Prince Goldan

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Mohammad Shah Road, P.S. Jadavpur, Golf Green, Kolkata 700095, hereinafter called and referred to as the "DEVELOPERS" (which expression unless excluded by or repugnant to the context shall include its successors-in-interest and assigns), being Party of the SECOND PART.

SHRI SUSOBHAN KUMAR DEB, son of Late Aswini Kumar Deb, Pan: ADIPD8012A, Aadhaar No. 527685607391, residing at 229 B.B Chatterjee Road, Kolkata-700042, P.S. Kasba, being the next of kin and Guardian of Ms. SOHINI DEB hereinafter called and referred to as the **CONFIRMING PARTY** (which expression unless excluded by or repugnant to the context shall include his successors-in-interest and assigns), being Party of the THIRD PART.

#### DEVOLUTION OF THE TITLE OF THE PROPERTY

WHEREAS by an INDENTURE made on 29th day of February, 1956 between Hafizaddin Naskar, son of late Jamiraddin Naskar of Village Rajdanga, Kasba, P.S. Sadar Tollygunge, District 24 Parganas by faith Muslaman, by occupation self employed of the One Part AND Mr. I. G. Sones, son of Late Rev. G. Sones of 123/1/1, Upper Circular Road, Calcutta, by faith Christian, by occupation service hereinafter called the Purchaser therein. The said Hafizaddin Nasker sold to Mr. I. G. Sones, All that piece and parcel of Bastu land measuring .8 decimals i.e., Five cottas according to local measurement in

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M/s B. R. CONSTRUCTION Constitute Attorney of Sohini Deb Mouza Kasba fully described in Schedule hereto below and specially shown and delineated in the plan attached therewith.

AND WHEREAS by deed of sale dated 8th February, 1960 the said I.P Sonas sold and transferred to Late Samindra Nath Deb, son of Ashini Kumar Dey by faith Hindu by occupation service then residing at 337 B.B. Chatterjee Road P.S Kasba 28 Pargana South, the purchased land measuring about .8 decimals being 5 khata s being a little more or less for him, being a little more or less including common passage in southern portion to enjoy absolutely and forever without any interruptions from anyone. The said deed was registered at the office of the Sub-Registrar, Alipore, and recorded in Book No.I, Vol No.8, in pages 277 to 284 being Deed No.843 for the year 1960.

AND WHEREAS the said Ms. Sohini Deb is the only legal heir of her late parents and there is no other successor or legal heir. Her late father Samindra Nath Deb had personally purchased the said property and thus there is no encumbrance from any relatives. However the said Sohini Deb is suffering from various ailments and her only surviving relative her Paternal uncle, Shri Susobhan Kumar DEB, son of late Aswini Kumar Deb looks after her well-being

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AND WHEREAS, the Owner Ms. Sohini Deb has mutated the said property in the records of Kolkata Municipal Corporation, vide Assessee No 31107-05-07850 in her favor and is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to deal ALL THAT piece and parcel of revenue redeemed land measuring 5 Cottha more less situated lying at and being premises no.1/1, Jogendra Garden, in Haltu, under K.M.C Ward No 107, Post Office- Kasba, Kolkata-700078.

AND WHEREAS the Owner Ms. Sohini Deb, being desirous to develop ALL THAT piece and parcel of revenue free land measuring 5 Cottahs square feet more or less situated lying at and being premises no 1/1 Jogendra Garden, Kolkata 70078. under K.M.C Ward No. 107, vide Assessee no. 31-107-05-07850, Post Office-Kasba, hereinafter referred to as the "said Property/Premises" for commercial exploitation resolved to develop the said property through a reputed Promoter/Developer Partnership Firm having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city.

and requested the Developer herein, being one of the well known reputed real estate developers and promoters in the city, to undertake the development of the said

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premises/property on a joint venture basis and the developer having accepted to take on such development project on the terms, conditions, stipulations, covenants and consideration herein after appearing.

AND WHEREAS the Developer in the meantime, fully relying upon the representations made by the Owner and documents provided by the owner, as herein before recited and thereafter having made itself fully satisfied with the lawful right, title and interest of the Owner in respect of the property, discussed with the Owner the terms, conditions and covenants upon which the development of the said property could be undertaken and after such discussions the Developer has agreed to develop the said property by utilizing land space with residential/commercial exploitation for mutual benefit and profits of both Owner and Developer in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation (herein in after referred as "KMC") and parties have as such agreed to enter into this Joint Venture/ Development Agreement on the terms, conditions, covenants and consideration hereinafter appearing and NOW THE AGREEMENT WITNESSETH :-

**PARTIES**: The OWNER and the Developer are herein jointly referred to as "the parties" and in the singular as "the party", respectively, as the context may require.

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**OWNER:** The Owner shall mean the said "SOHINI DEB administrators and her successors, heirs, and/or assigns.

**DEVELOPER**: The Developer shall mean the said ". **B.R.Constructions**" and its successor —in -interest, successors in office, administrators and/or assigns.

**DEVELOPMENT**: Development shall mean all demolition and clearance operations on the said property and all excavation and other construction/ reconstruction/ renovation work and all associated drainage and infrastructure works for the development of the said property in accordance with the sanctioned building Plan, to be carried out by the developer in terms of this agreement.

THE PROPERTY: shall mean ALL THAT piece and parcel of danga Bastu land situate at 1/1, Jogendra Garden, Post Office-Haltu, Police Station- Kasba, Kolkata-700078, measuring .8 (eight) decimals and according to local measurement 5 (five) cottahs, within Haltu jurisdiction, Kasba under Ward No. 7, having Assessee No. 31-107-05-07850, District 24 Parganas and also

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shown and delineated in the Plan attached herewith and butted and bounded on :

NORTH by the garden land of Tulsi Charan Basu and brothers.

EAST & the SOUTH by the remaining portion in occupation of Vendor.

WEST by the public road;

OR HOWSOEVER OTHERWISE demarcated in a plan annexed hereto and bordered "RED" in the First Schedule hereunder written.

shall mean All that the multi-storied New building or Complex comprising of residential and/or commercial, building or buildings to be constructed on the said property comprising of different sizes of flats/commercial units/semi-commercial units TOGETHER WITH undivided proportionate share in the land AND TOGETHER WITH undivided proportionate share in common amenities, space and passages including lobby, terrace and common service area AND TOGETHER WITH deductible area including shafts, ducts AND TOGETHER WITH open/covered car parking spaces, be the same or little more or less would be the total developed area in the said property.

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THE SAID OWNER'S ALLOCATION: The said Owner's allocation shall mean three flats of a size having not less than of three bHK of the total developed area comprising of the saleable area TOGETHER WITH undivided proportionate share in the land AND TOGETHER WITH undivided proportionate share in common amenities, space and passages including lobby, terrace and common service area AND TOGETHER WITH an open/covered car parking space, be the same or little more or less.

The parties shall mutually demarcate their respective allotments in the newly constructed building or buildings and shall earmark the respective allocation in terms of this agreement after sanctioning of building plan.

THE SAID DEVELOPERS'S ALLOCATION: The said developers allocation shall mean the rest of the total developed area comprising of the saleable area TOGETHER WITH undivided proportionate share in the land AND TOGETHER WITH undivided proportionate share in common amenities, space and passages including lobby, terrace and common service area AND TOGETHER WITH remaining open/covered car parking spaces, be the same or little more or less.

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THE COMMON FACILITIES shall include all passages, ways stairways corridors, lobbies, shafts, gates, rainwater pipes, water connection and pipes lines, overhead and underground reservoirs, septic tank, pipe lines, motor pumps, fences and boundary wall, courtvard C.E.S.C. supply Electric Connection and electric supply to common areas and fittings, fixtures, entire exterior walls, boundary walls, common path ways land other facilities of the building or buildings to be constructed on the said property, whatsoever required for the establishment of location enjoyment, provision maintenance and management of the affairs of the said building in the said property.

THE COMMON EXPENSES for maintaining, repairing, redecorating, etc. of the building, gutters, rain water pipes, pump, sanitary pipes, electric pipes, wires and installations, the cost of the cleaning and lighting the passage, landing, staircase and other parts, salaries of sweepers, caretaker etc in under or upon the said building and enjoyed or used by the Parties hereto in common with other owners and occupiers of the said building. Capital or recurring expenditure for replacement of all or any item comprised in the General common parts and portions and common facilities.

THE SUPER BUILT UP AREA of an unit shall mean built up area of the unit together with its proportionate share the staircase, landings and passages, with

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proportionate share in the common facilities and advantages as proportionate undivided share or interest in the land underneath the structure. That the Owner/First Party shall handover the land with structure of the land measuring **ALL THAT** piece and parcel of danga Bastu land situate at 1/1, Jogendra Garden, Post Office-Haltu, Police Station- Kasba, Kolkata-700078, measuring .8 (eight) decimals and according to local measurement 5 (five) cottahs, within Haltu jurisdiction, Kasba under Ward No. 107, having Assessee No. 31-107-05-07850, District 24 Parganas and also shown and delineated in the Plan attached herewith.

THE SAID SALEABLE AREA: The said saleable area shall mean the Developed area minus common area and deductible area.

THE PLAN: The Plan shall mean the Building Plan prepared by the Developer and sanctioned by the Kolkata Municipal Corporation under KMC Building Rules and Regulations or any other Authority or Authorities as the case may be which also includes the plan with such modifications, alterations as may be made by the Developer.

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FORCE MAJEURE: Force Majeure shall mean flood, earthquake, pandemic, riot, war, storm, tempest, fire, civil commotion, air raid and/or any notice from the corporation or any other statutory body or prohibitory order of Court and/or changes in any Municipal Law or Laws restraining the construction of the New Building at the Premises.

ARCHITECT: The Architect shall mean such Architect/Engineer who being appointed by the Developer and who will design and plan, prepare modification of plan, alterations of the plan of the building on the said property and obtain the required sanction for construction of such building from the appropriate authority.

#### DEVELOPMENT & COMMERCIAL EXPLOITATION

This is for the Joint Venture Development Project and Commercial Exploitation the said property, wherein the owner shall be entitled to three (3 bhk) flats of a reasonable size of the said developed area in the project as the owner's allocation and the developer shall be entitled to the rest of the said developed area in the project as the developer's allocation.

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ADDITIONAL FLOOR- In the event the Developer is able to obtain to get additional Sanction for any additional Floors with modification in the Sanctioned Plan, at its own cost, the Developer will be solely entitled to te same to the exclusion of the Owner along with all benefits attached to the same and the Owner will not rais any objection thereto. All sanction fees, regularization fees, penalty etc. for construction of the extra floor shall be borne by the Developer exclusively

CONSIDERATION: In consideration of allowing the Developer to construct the building or buildings on the said property at the cost of Developer and to deal with, dispose of, part with the Developer's allocation as aforesaid, the Owner will be entitled to Owner's Allocation and Developer will be entitled to Developer's Allocation.

The Owner shall be secured with a Non-Refundable Advance Consideration of Rs 10,00,000/- (Rupees Ten Lakhs only), which shall be paid to the owner, from which Rs. 5,00,000/- (Rupees five lakhs) only shall be paid at time of execution of this agreement which is morefully described as Money Receipt indicated herein below.

(1) Bidhan Rudra (2) Joydeep Mukherjee Both Partners of M/s B. R. CONSTRUCTION Constitute Attorney of Sohini Deb HANDOVER The Owner/First Party shall handover the land with structure of the land measuring ALL THAT piece and parcel of danga Bastu land situate at 1/1, Jogendra Garden, Post Office-Haltu, Police Station-Kasba, Kolkata-700078, measuring .8 (eight) decimals and according to local measurement 5 (five) cottahs, be the same a little more or less, within Haltu jurisdiction, Kasba under Ward No. 107, having Assessee No. 31-107-05-07850, District 24 Parganas and also shown and delineated in the Plan more fully and particularly described in the Schedule "A" hereunder together with of all original papers and documents for execution of this Agreement.

**NEGOTIATIONS** The Developers/Second Party Shall negotiate with the prospective purchaser or purchasers of the Flat or Flats finalise the terms and conditions with him/her/them and also enter into sale Agreement individually with such terms and conditions that may not likely to affect the interest of the Owners/First Party in any manner.

**DEFAULT LIABILITY** a) For any fault/default, willful, accidental, natural in any other reasons whatsoever by the Developers in respect of building in execution of the construction work in dealing with prospective purchaser

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and/or purchasers, the entire responsibility shall vest with the Developers

b) In the event of any dispute in ownership and possessions of the land premises, the Owners shall be fully responsible and during the construction period if any disputes arise in respect of the ownership of the property the Owners shall be fully liable for that and the Owner shall be liable to compensate the Developer for that.

**COMPLETION TIME** - Subject to force majeure or terms and conditions of this agreement or for any default on the part of the Owner, the Developer shall complete the project in all respect and shall hand over possession of the Owner's allocation to the Owner within 18 (Eighteen Six) months from the date of obtaining the sanction plan from the Kolkata Municipal Corporation, which sanctioned plan shall be obtained by the Developer within a period of 4 (Four ) months from handing over the vacant possession of the land to the developer for the development process and/or any delay caused by the Kolkata Municipal Corporation in the process of sanctioning. If, however the completion of the Project is delayed due to the Force Majeure conditions or for any other unavoidable reason, then in such event the time for

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completion of the said project as mentioned shall stand automatically extended as hereby agreed between parties.

POSSESSION UPON DEVELOPMENT- Immediately, after completion of the new building and only after procuring the completion certificate from the K.M.C, the Developer shall serve a 15 day's notice upon the Owner to take possession of the Owner's allocation.

OUTGOINGS- Furthermore, on and from the date of obtaining possession of the new building, the Owner and the Developer shall be liable to pay all outgoings including Municipal Tax, maintenance charges, electricity charges proportionate to their share within such time as may be agreed by and between the parties mutually, with respect to the units/flats/car parking etc. shall be borne by the occupants/ transferees/ owner/ developer for their respective shares/ allocations/units/flats, as may be applicable under Law.

#### OWNER'S REPRESENTATIONS AND WARRANTIES:

MARKETABLE TITLE

The owner has represented and warranted to the developer that the owner has the exclusive and absolute title and possession of the said property and that the owner is fully entitled to or cause to construct/ develop/ sell/ transfer/ alienate/ mortgage/ charge/ lease the

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Recovery Act or under the Income Tax Act or under Wealth Tax Act or under any other acts or statutes in respect of the said property.

#### OWNER'S ASSURANCES :

The Owner, during the continuance of this Agreement, shall not in any way deal with, encumber, alienate the said land or any part or portion thereof nor shall create any mortgage/lease/convey/transfer/charge with respect to the said land or any part or portion thereof.

BOUNDARY DEMARCATION- The Owner shall, immediately upon execution of this Development Agreement, assist the developer for survey and demarcation of the scheduled property, and also cooperate with/assist the Developer in construction of the boundary wall, between Premises land measuring 5 Cottahs square feet more or less situated lying at and being premises no 1/1, Jogendra Garden, Kolkata 700078 under K.M.C Ward No 107, vide Assessee no: 31-107-05-07850 Police Station and Post Office-Kasba. The cost of construction of such boundary wall shall be borne by the developer. The boundary shall be pure physical measurement.

BINDING EFFECT OF THIS AGREEMENT -The owner or any one through her men or agents shall not enter into

> (1) Bidhan Rusta (2) Joydeep Mukherjee Both Partners of M/s B. R. CONSTRUCTION

Constitute Attorney of Sohini Deb PAin: Deb

property or part thereof, no other person(juristic)/association/firm has any right, title or interest of any nature whatsoever save and except as enumerated/ covenanted here in this agreement.

ASSURANCES -a) The owner further warrants that the Owner shall at her own costs and expenses make out a which is free title marketable clear encumbrances, liens, lispendens, charges, acquisitions, requisitions, attachments of any and every nature and shall not affect in any manner whatsoever, the right, title and interest of the owner in respect to the said property and also upon development the right, title and interest of the developer with respect to the developer's allocation. b)The owner shall be liable to clear all such future claims, further initiate legal proceedings if necessary and all things possible to provide/ restore clear marketable title. c) The Owner shall be legally and financially liable to clear all such future claims and indemnifies herein the developer to that effect.

NO LEGAL BAR OR IMPEDIMENT to develop and deal with the said property in any manner whatsoever. The said property is not subject to any acquisition, requisitions whatsoever by statutory authority or by public body.

d) There is no attachment either under Public Demand.

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Constitute Attorney of Sohini Deb Recovery Act or under the Income Tax Act or under Wealth Tax Act or under any other acts or statutes in respect of the said property.

### OWNER'S ASSURANCES :

The Owner, during the continuance of this Agreement, shall not in any way deal with, encumber, alienate the said land or any part or portion thereof nor shall create any mortgage/lease/convey/transfer/charge with respect to the said land or any part or portion thereof.

shall. Owner DEMARCATION-The BOUNDARY Development immediately upon execution of this survey and Agreement, assist the developer for demarcation of the scheduled property, and also cooperate with/assist the Developer in construction of the boundary wall, between Premises land measuring 5 Cottahs square feet more or less situated lying at and being premises no 1/1, Jogendra Garden, Kolkata 700078 under K.M.C Ward No 107, vide Assessee no:-31-107-05-07850 Police Station and Post Office-Kasba. The cost of construction of such boundary wall shall be per physical measurement.

BINDING EFFECT OF THIS AGREEMENT -The owner or any one through her men or agents shall not enter into

(1) Bidhan Rusra (2) Joydeep Mukherjee Both Partners of M/s B. R. CONSTRUCTION Constitute Attorney of Sohini Deb any agreement or execute any deed or register any document for sale/transfer/lease/convey/in any way alienate/encumber in any manner whatsoever

#### DEVELOPER'S ASSURANCES & RIGHTS

The Developer also keep the Owner indemnified and harmless against any loss liability damages cost or claim action suit or proceeding which the Owner may suffer or incur or be put to or made liable for any reason of any failure on the part of the Developer to discharge its liabilities or obligations under these presents or under any law or statute for the time being in force or any account of any act or commission or omission in using the said property or putting up the construction.

<u>Jurisdiction</u> - The Civil Court at Alipore at Calcutta shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

#### DEVELOPMENT POWER

The OWNER shall execute Development Power of Attorney in favour of the Developer namely 1) SHRI BIDHAN RUDRA son of Nibaran Rudra, (Pan: AGOPR8800K) (Aadhaar No. 402525630800) (Mobile No.-9836138444) by faith-Hindu, by Nationality: Indian,

(1) Bidhan Rudra (2) Joydeep Mukherjee Both Partners of M/s B. R. CONSTRUCTION Constitute Attorney of Sohini Deb by occupation- business, residing at 757, Jogendra Gardens South, Haltu, P.S Kasba, Kolkata-700078 and 2) JOYDEEP MUKHERJEE son of Nityago Pal Mukherjee (Pan: AIOPM3834C) (Aadhaar No. 988553188521) (Mobile No.9433-06177) by faith- Hindu, by Nationality: Indian, by occupation- business, residing at 25/12, Prince Golam Mohammad Shah Road, P.S. Jadavpur, Golf Green, Kolkata 700095 for the purpose of the said development as my true and lawful ATTORNEYS to do the following acts, deeds on things on my behalves in respect of my below schedule property.

- 1. Upon execution of the said Power, the Owner herein shall put the Developer in absolute vacant and khas possession of the said property for construction and development of the New Building or buildings and sale of the Developer's Allocation and it will continue to be in force till this agreement subsists.
- The Owner does hereby grant exclusive right of development of the said property unto and in favour of the Developer.
- To sign on the Building plan in the Developer's name and to submit the same to the Kolkata municipal

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Both Partners of

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Corporation and after the said sanction of the said plan by the K.M.C. our attorney shall receive the said sanction plan on our behalf from the Kolkata Municipal Corporation.

- 4. The Owner hereby authorizes the Developer and the Developer herein agrees and undertakes to construct, erect and complete the building in accordance with the sanction plan, together with all internal and external service amenities, fittings and fixtures as per details and specification common to all units of the building, with such modification and changes as may be recommended and suggested by Architect and to divide the same into units/flats/office space/ parking. The Developer alone shall bear all such costs/ expenses incurred for the development without creating any financial liability upon the Owner.
- 5. To appear and sign any before the Kolkata Municipal Corporation and the Kolkata Metropolitan Development Authority or any Government offices or Attorney Body or any other Authorities of the Kolkata Electric supply Corporation and do all thing necessary for the due and proper construction of the said building and to take electric connection of the said Building and electric meter

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at the aforesaid land and building .To construct the said building in term of the sanction of the Building Plan.

- 6. To enter into agreement for sale of the flats and car parking spaces from developer's allocation with proportionate undivided share of the land except the owner's Allocation as stated in the Development agreement and premises to be constructed thereon with the intending purchaser or purchaser on such terms as my said Attorney will think fit and proper.
- To receive money or monies either in advance or from time to time or at a time from the intending purchaser or purchasers and grant proper receipt and discharge thereof.
- 8. To receive from the intending purchaser or purchasers the total construction money for sale of such of the flats and car parking space with proportionate undivided share of land in respect of the developer's Allocation only, to be constructed as my said Attorney shall settle and grant proper discharge of the same.
- To sign, execute, admit and present any Deed of conveyance or conveyances, Gift, affidavit, Water connection, Declaration for registration, in respect of

(2) Joydeep Mukherjee Both Partners of M/s B. R. CONSTRUCT

M/s B. R. CONSTRUCTION Constitute Attorney of Sohini Deb Developer's allocation as per development agreement or any portion of it before the Registrar of Sub-Registrar having authority for fully and effectually as I could do myself if personally present.

- 10. To appear before the income Tax Authority and obtain clearance certificate for the sale of each of the flats with the proportionate share of land (if necessary) and to sign all necessary returns and terms for the same and on our behalves.
- 11. To institute, commence, prosecute, carry on or defend or resist all suits and other actions and proceedings or to be added as a party or be non-suited or withdraw the same concerning our property or any part thereof or concerning anything in which we may be the party in any Government office and in any civil, criminal, Revenue or Revisional Jurisdiction including special Jurisdiction of the High Court, under Article 226 of the constitution of India etc before Income Tax and Wealth Tax Authorities and to sign and verify all plaints, written statements, Accounts, Invention, Notices and other judicial processes to execute any judgment decree and other to appoint and engage any solicitor or Advocate and to sign and execute any Vokalatnamas, Warrant of

(1) Bidhan Rudra (2) Joydeep Mukherjee Both Partners of

Sohini Deb

M/s B. R. CONSTRUCTION Constitute Attorney of Attorney or other authorities and act and plead at the Attorneys cost.

- 12. To swear Affidavit, Gift Deed, Declaration, Undertaking in our names or on our behalves to Kolkata Municipal Corporation.
- 13. ALL moneys / Sale Proceeds received in the name of and on behalf of the OWNER'S allocation will be deposited in the OWNER/ PRINCIPAL'S DEMARCATED BANK ACCOUNT.
- 14. The said registered irrevocable Power of Attorney, shall further empower the Developer with the right to issue a No Objection Certificate/ any other documents on behalf of the OWNER in favour of any prospective purchaser for creating mortgage /charge in respect of the unit(s) as may be purchased by the said prospective purchaser.
- 15. The Developer shall, at its own cost, charges and expenses, also obtain all further relevant sanctions and approvals from the Kolkata Municipal Corporation and relevant clearances/license/ permissions/ No-Objection Certificates from other Government/ Semi Government appropriate Authority/ Authorities that shall be required

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under various statutes/ local laws/ by-laws/ Rules & Regulations or any other form of enactments.

#### SCHEDULE "A" OF THE PROPERTY

ALL THAT piece and parcel of danga Bastu land situate at 1/1, Jogendra Garden, Post Office-Haltu, Police Station-Kasba, Kolkata-700078, measuring .8 (eight) decimals and according to local measurement 5 (five) cottahs, be the same a little more or less, within Haltu jurisdiction, Kasba under Ward No. 107, having Assessee No. 31-107-05-07850, District 24 Parganas and also shown and delineated in the Plan butted and bounded by:-

NORTH by the garden land of Tulsi Charan Basu and brothers.

EAST & the SOUTH by the remaining portion in occupation of Owner.

WEST by the public road;

OR HOWSOEVER OTHERWISE demarcated in a map or plan annexed hereto and bordered "RED"

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Constitute Attorney of

# SCHEDULE "B" SPECIFICATION

PROJECT TIME

18 months.

TYPE OF

CONSTRUCTION

R.C.C. frame structure made by

ULTRATECH/AMBUJA etc. cement.

PLASTERING

Inside and out side with cement mortar

in (6:1).

FLOORING

Floor tiles (2'X2')

IRON

T.M.T

BRICK WORKS

: 8"/5" and 3" thickness brick works will be done on outside and inside walls in cement mortar in (6:1) and the furnished with plaster of paris.

CONCRETE

: All R.C.C. works in fittings, columns, beams, slab, lintels, chajja etc. will be done in (1:2:4).

WINDOWS

: Aluminum sliding window with Grill

DOORS

: Sal wood frame and commercial solid flush

doors.

TOILETS AND

SANITARY

FITTINGS

: Flooring will be done with Marble/Tiles (2'X2') and wall tiles (glazed tiles) white colour 60 from floor level, and all western type commode with one

(1) Bidhan Rudra (2) Joydeep Mukherjee Both Partners of

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low down cistern. All sanitary fittings will be ISI Marks Water lines are of PVC pipe (3/4 inch dia, Supreme Make) concealed arrangement. All the cistern, commode, and Wash Basin will be of white and outside all pipe will be PVC pipe (Supreme Make).

ELECTRICIAL

: Concealed cooper wiring for 5 amp. (Light, fan and plug) 15amp, in each bedroom, kitchen, drawing cum dinning, TV & calling Bell. All electrical materials will be of Havells or Phenolex.

Adequate outlet sockets and Refrigeration, Micro oven charging point, A.C. point in all bedrooms will be provided. Electrical water purifier point & exhaust chimney in kitchen/dining, geyser point and exhaust fan point in all bathroom.

KITCHEN

: Flooring shall be Floor tiles (2'X2') with black stone/Granite cooking platform and glazed tiles up to 2'-6" with one sink and water facilities.

OUT SIDE COLOUR

: Outside weather Coat finishing.

INSIDE

: Plaster of Putti.

LIFT

: 4 (FOUR) Passengers Capacity

EXTRA WORK

: Any extra work other than out of this specification shall be extra charged as decided by our Engineer and such amount shall be deposited before the execution of such work.

(1) Bidhan Rudra

Both lotse top

(2) Joydeep Mukherjee

Both Partners of

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

SIGNED, SEALED & DELIVERED

In the presence of;

WITNESSES:

- 1. Sankha Subbra Deb 289 B.B. Challeyee Road KOR- 42 9836443605
- 2. chandrane metra Sonarpup GHASIAra 700015

Schini Deb

OWNER

B. R. CONSTRUCTION

B. R. CONSTRUCTION

DEVELOPERS

SUSOBHAN Kr. Deb

Drafted by:

Schamita Abhiljan

Debamitra Adhikari Advocate High Court, Calcutta WB/777/1994 hit has pide

(1) Bidhan Rudra
(2) Joydeep Mukherjee
Both Partners of
M/s B. R. CONSTRUCTION
Constitute Attorney of
Sohini Deb

#### MONEY RECEIPT

I, the above named OWNER do hereby receive a sum of Rs. Rs.5,00,000/- (Rupees Five Lakh) only from within **DEVELOPERS** as per following manner:

Date Bank Cheque No. Amount 12.04.2023 BOB 5,00,000/-000679

Total: Rs.5,00,000/-

(Rupees Five Lakh) only

WITNESSES:-

1. Sanklia Subbria Deb

2. chandrane Milva

SIGNATURE OF THE OWNER

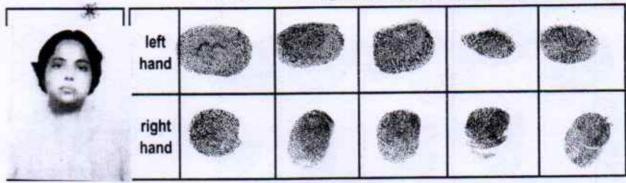
Pohini Del

(1) Bidhan Rudra (2) Joydeep Mukherjee

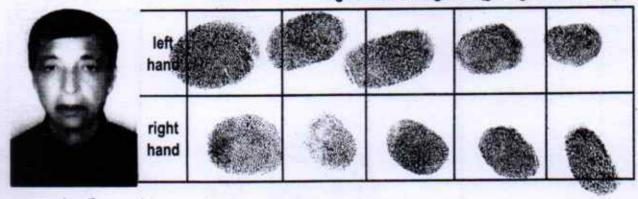
Both Partners of

M/s B. R. CONSTRUCTION Constitute Attorney of

Thumb 1st finger Middle Finger Ring Finger Small Finger



Thumb 1st finger Middle Finger Ring Finger Small Finger



Name Susabban Kr. Deb Signature Lee Susabban Kr. Deb

Thumb 1st finger Middle Finger Ring Finger Small Finger



Name ... B.J.D. P. P. W. P. W. D. R.A.
Signature ... And Market State ...

(1) Bidhan Rudra
(2) Joydeep Mukherjee
Both Partners of
M/s B. R. CONSTRUCTION
Constitute Attorney of
Schini Deb

Signature .....

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Constitute Attorney of Sohini Deb



### **GOVERNMENT OF WEST BENGAL** INDIAN UNION DRIVING LICENCE

**Driving Licence No:** 

WB05 20190002982



Name: ABIR Address 150/2A PICNIC TILJALA Kolka

(M Corp. L

RDEN ROAD (Corp.) Kolkata B 700039



S/D/W Of: PRABIR ROY

Date of Issue	29/04/2019
Valid Till (NT)	28/04/2039
Valid Till (T)	X

Blood Group: Date of Birth 22/05/1996

Licence holder sign

Licencing Authority: P.V.D. Kolkata(KASBA) Licencing Authority Sign:

Butherson

(1) Bidhan Rudra (2) Joydeep Mukherjee Both Partners of M/s B. R. CONSTRUCTION Constitute Attorney of Sohini Deb

## Major Information of the Deed

Deed No :	1-1603-04882/2023	Date of Registration	13/04/2023		
			Office where deed is registered		
Query No / Year	A TOTAL CONTRACTOR OF THE PARTY	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas			
Query Date	31/03/2023 8:21:42 PM				
Applicant Name, Address & Other Details	Uttam Kumar Das Alipore Judges Court, Thana: Ali - 700027, Mobile No.: 79983593	ipore, District : South 24-Parga 308, Status :Advocate	nas, WEST BENGAL, PIN		
Typeanline	TO THE RESIDENCE OF THE PARTY O	Additional Transaction  [4311] Other than Immovable Property, Receipt [Rs:5,00,000/-]  Market Value  Rs. 2,25,00,000/-  Registration Fee Pald  Rs. 5,039/- (Article:E, B)			
	Agreement or Construction				
agreement					
Set Forth value	Miles (Art. of Special Use)				
Rs. 10,00,000/-					
Stampduty Paid(SD)	THE STATE OF THE S				
Rs. 40,001/- (Article:48(g))					
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)				

#### Land Details:

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: JOGENDRA GARDEN, Road Zone: (Other than on R.B. Connector -- Other than on R.B. Connector), , Premises No: 1/1, , Ward No: 007 Pin Code: 700078

Sch	Plot	Khatian	Land	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
No L1	(RS:-)	Number	Bastu	KOK	5 Katha	10,00,000/-	the state of the same and the	Property is on Road
	Grand	Total:			8.25Dec	10,00,000 /-	225,00,000 /-	

#### Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Miss Sohini Deb  Daughter of Late Samindra Nath Deb 1/1, Jogendra Garden, City:- Not Specified, P.O:- Haltu, P.S:-Kasba, Daughter of Late Samindra Nath Deb 1/1, Jogendra Garden, City:- Not Specified, P.O:- Haltu, P.S:-Kasba, Daughter of Late Samindra Nath Deb 1/1, Jogendra Garden, City:- Not Specified, P.O:- Haltu, P.S:-Kasba, Date of Late Samindra Nath Deb 1/1, Jogendra Garden, City:- Not Specified, P.O:- Haltu, P.S:-Kasba, Date of Haltu, P.S:-Kasb

(1) Bidhan Rudra

(2) Joydeep Multberjee Both Partners of

M/s B. R. CONSTRUCTION Constitute Attorney of

2 Shri Susobhan Kumar Deb

Son of Late Aswini Kumar Deb 229, B. B. Chatterjee Road, City:- Not Specified, P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx2A, Aadhaar No: 52xxxxxxxx7391, Status: Confirming Party, Executed by: Self, Date of Execution: 12/04/2023

, Admitted by: Self, Date of Admission: 12/04/2023 ,Place: Pvt. Residence, Executed by: Self, Date of Execution 12/04/2023

, Admitted by: Self, Date of Admission: 12/04/2023 ,Place: Pvt. Residence

#### Developer Details:

No	Name, Address, Photo, Finger print and Signature
	B.R. CONSTRUCTION 757, Jogendra Gardens South, City:- Not Specified, P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078, PAN No.:: AAxxxxxxy9D, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

#### Representative Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Shri Bidhan Rudra (Presentant) Son of Nibaran Rudra 757, Jogendra Gardens South, City:- Not Specified, P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxxx0K, Aadhaar No: 40xxxxxxxx0800 Status Representative, Representative of: B.R. CONSTRUCTION (as Partner)
2	Shri Joydeep Mukherjee Son of Nityago Pal Mukherjee 25/12, Pr Gulam Md. Shah Road, City:- Not Specified, P.O:- Golf Green, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700095, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx4C, Aadhaar No: 98xxxxxxxx8521

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr Abir Roy Son of Mr Prabir Roy 150/2A, Picnic Garden Road, City:- Not Specified, P.O:- Tiljala, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039			

Identifier Of Miss Sohini Deb, Shri Susobhan Kumar Deb, Shri Bidhan Rudra, Shri Joydeep Mukherjee

Status : Representative, Representative of : B.R. CONSTRUCTION (as Partner)

Transfer of property for L1			
SI.No	From	To. with area (Name-Area)	
1	Miss Sohini Deb	B.R. CONSTRUCTION-8.25 Dec	TV

Bahahas (1) Bidhan Rudra

(2) Joydeep Mukherjee Both Partners of

M/s B. R. CONSTRUCTION

Constitute Attorney of Sohini Deb Endorsement For Deed Number : I - 160304882 / 2023

#### On 12-04-2023

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

Presented for registration at 17:06 hrs on 12-04-2023, at the Private residence by Shri Bidhan Rudra ,..

### 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 2,25,00,000/-

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

Execution is admitted on 12/04/2023 by 1. Miss Sohini Deb, Daughter of Late Samindra Nath Deb, 1/1, Jogendra Garden, P.O: Haltu, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Others, 2. Shri Susobhan Kumar Deb, Son of Late Aswini Kumar Deb, 229, Road: B. B. Chatterjee Road, P.O. Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession

Indetified by Mr Abir Roy. . . Son of Mr Prabir Roy. 150/2A, Picnic Garden Road, P.O: Tiljala, Thana: Tiljala, . South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Others

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

Execution is admitted on 12-04-2023 by Shri Bidhan Rudra, Partner, B.R. CONSTRUCTION (Partnership Firm), 757, Jogendra Gardens South, City:- Not Specified, P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700078

Indetified by Mr Abir Roy, , , Son of Mr Prabir Roy, 150/2A, Picnic Garden Road, P.O: Tiljala, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Others

Execution is admitted on 12-04-2023 by Shri Joydeep Mukherjee, Partner, B.R. CONSTRUCTION (Partnership Firm), 757. Jogendra Gardens South, City:- Not Specified, P.O:- Haltu, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN .- 700078

Indetified by Mr Abir Roy, , , Son of Mr Prabir Roy, 150/2A, Picnic Garden Road, P.O: Tiljala, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Others

Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-**PARGANAS** 

South 24-Parganas, West Bengal

#### On 13-04-2023

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

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

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,039.00/- ( B = Rs 5,000.00/- ,E = Rs 7.00/-H = Rs 28.00/-, M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 5,007/-Description of Online Payment using Government Receipt Portal System (GRIFS), Finance Department, Govt. of WB Online on 11/04/2023 12:41PM with Govt. Ref. No: 192023240014169731 on :1-04-2023, Amount Rs: 5,007/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKW6211673 on 11-04-2023, Head of Account 0030-03-104-001-16

(1) Bidhan Rudra

(2) Joydeep Mukherjee

hithards for

Both Partners of

M/s B. R. CONSTRUCTION

Constitute Attorney of Sohini Deb

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,001/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,901/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 9792, Amount: Rs.100.00/-, Date of Purchase: 11/04/2023, Vendor name:

Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/04/2023 12:41PM with Govt. Ref. No: 192023240014169731 on 11-04-2023, Amount Rs: 39,901/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKW6211673 on 11-04-2023, Head of Account 0030-02-103-003-02

Shan

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

hidula Rudra

(1) Bidhan Rudra
(2) Joydeep Mukherjee
Both Partners of

M/s B. R. CONSTRUCTION Constitute Attorney of Sohini Deb

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 147520 to 147557 being No 160304882 for the year 2023.



Digitally signed by Debasish Dhar Date: 2023.04.18 13:43:00 +05:30 Reason: Digital Signing of Deed.

Shan

(Debasish Dhar) 2023/04/18 01:43:00 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(1) Bidhan Rudra

(2) Joydeep Mukherjee

Both Partners of

M/s B. R. CONSTRUCTION Constitute Attorney of

Sohini Deb

(This document is digitally signed.)