

KNOW ALL THESE MEN BY THESE PRESENTS THAT WE

(1) MR. RUMESH KUMAR HANDA (PAN - AAQPH9906C), son of Late M.L. Handa, by faith - Hindu, by Occupation - Retired IPS Officer (Retired as DGP Sikkim) by Nationality - Indian and **(2) MR. ROHIT HANDA** (PAN - ABZPH0513M), son of Mr. Rumesh Kumar Handa, by Nationality Indian, by faith - Hindu, by occupation - Business, both residing at DA-196, Sector - I, Salt Lake City, Post Office Salt Lake, Police Station - Bidhan Nagar North Kolkata - 700064, West Bengal, jointly hereinafter called and referred to as the **LAND OWNERS/EXECUTANTS** send the following greetings :

WHEREAS the said Mr. R.K. Handa, morefully known as Rumesh Kumar Handa purchased all that piece and parcel of land containing 4 cottahs 5 chittacks 8 Square feet, measuring 70 ft. in the north side 41 feet in the eastern side 84 feet in the southern side and 43 feet in the western side on the North by land of Shrimati Shantimayee Biswas on the South by and East by the land of Shrimati Rashmoni Das on the west by a drain and then by a road both together being about 10 feet in width situated lying at and being located within Mouza Kaikhali gram Police Station - Rajarhat, Sub -

Registrar office Cossipore Dum Dum, District North 24 Parganas and being a portion of Land recorded under District North 24 Parganas Touzi no.172 J.L. No.5, Resa No.115 Khatian no.597 (old No.143 Dag No.289 /647 by virtue of a registered Deed of Sale dated 21st September 1978 recorded in Bool I Volume No.210 pages 91 to 95 being No.6454 for the year 1978 registered in the office of District Registrar Alipore 24 Parganas executed by Shrimati Dipali Roy in favour of Mr. R.K. Handa.

AND WHEREAS Mr. Rohit Handa, purchased all that piece and parcel of bastu land measuring about 6 cottahs 8 chittacks together with 100 square feet kancha title shed room standing thereon be the same a little more or less comprising in part of L.R. Dag no.289/647 of L.R. Khatian No.401 J.L. No.5 corresponding to C.S. Dag No.255 R.s. Khatian No.172 L.R. Khatian No.401 Revenue Survey No.115 Mouza Kaikhali Police Station previously Rajarhat, now Airport, District North 24 Parganas, within the limit of formerly Rajarhat Gopalpur Municipality, Ward No.27 and now under Bidhannagar Municipality together with 20 feet wide passage for ingress and egress to along with all sorts of

easement rights for ways water, water courses, sewerages etc by virtue of a registered Deed of conveyance dated 14th day of December 2000 recorded in Book No.1 Volume No.47 pages 113 to 127 being No.01769 for the year 2003 registered in the office of the District Registrar North 24 Parganas, Barasat executed by Smt. Nita Das in favour of Mr. Rohit Handa.

AND WHEREAS one Mrs. Rupa Handa since deceased purchased all that piece and parcel of Bastu land measuring about 6 cottahs 8 chittacks along with 100 square feet kancha titled shed room be the same a little more or less comprising on part of L.R. Dag No.289/647 L.R. Khatian no.401 J.L. No.5, Revenue Survey No.115 C.S. Dag no.255 C.S. Khatian No.172 under Mouza Kaikhali Police Station Rajarhat formerly and now Airport A.D.S.R. office at Bidhan Nagar (Salt Lake City) within the limit of Bidhannagar Municipality together with 4 feet wide passage for ingress and egress together with all sorts of easement rights for ways water, water course, sewerage etc. by virtue of a registered deed of conveyance dated 14th day of December 2000 recorded in Book No.1 Volume No.46 pages 290 to 304 being no.01748 for the year 2003 registered in the office of the District

Registrar, North 24 Parganas, Barasat executed by Smt. Nita Das in favour of Mrs. Rupa Handa.

AND WHEREAS the said Mrs. Rupa Handa in her life time own and is in exclusive possession of all that the piece and parcel of bastu land measuring about 6 cottahs 8 chittacks along with 100 sq. feet Kancha Tile shed structure be the same a little more or less comprising in part of L.R. Dag No. 289/647 L.R. Khatian No.401 J.L. No.5, Revenue survey No.115 C.S. Dag no.225 C.S. Khatian No.172 Mouza Kaikhali Police Station formerly Rajarhat and now Airport A.D.S.R. Office Bidhan Nagar (Salt Lake City).

AND WHEREAS the said Mrs. Rupa Handa died intestate on 25.06.2014 leaving behind her husband Mr. R.K. Handa and only son Mr. Rohit Handa to inherit her said landed property by virtue of Hindu succession Act.

AND WHEREAS after the death of the said Rupa Handa the first parties herein became the joint owner of her property by virtue of Hindu succession and are in peaceful possession of the said land since then.

AND WHEREAS the first Parties are an absolute joint owner of -

- (i) All That the piece and parcel of bastu land measuring about 4 cottahs 5 chittacks 8 Sq.ft. along with 100 sq. feet Kancha Tile shed structure be the sale a little more or less comprising in part of L.R. Dag No. 289/647 L.R. Khatian No.401 J.L. No.5, Revenue survey No.115 C.S. Dag no.225 C.S. Khatian No.172 Mouza Kaikhali Police Station Airport A.D.S.R. Office Bidhannagar together with undivided impartible interest in the land or soil of the said property
- ii) All that piece and parcel of Bastu Land measuring 6 (Six) cottahs 8 (eight) Chittacks along with 100 square feet kancha tiles shed thereon be the same a little more or less comprising in part of L.R. Dag no.289/647 of L.R. Khatian no.401, J.L. No.5, within the local limits of Bidhannagar Municipality together with 20 feet wide passage for ingress in and egress to along with all sorts of easement rights for ways, water, water

course, sewerages etc, for the benefit and interest of the use and enjoyment of the said property.

- iii) All that piece and parcel of Bastu Land measuring 6 (Six) cottahs 8 (eight) Chittacks along with 100 square feet kancha tiles shed thereon be the same a little more or less comprising in part of L.R. Dag no.289/647 of L.R. Khatian no.401, J.L. No.5, Revenue Survey No.115, C.S. Dag no.255, C.S. Khatian No.172, under Mouza Kaikhali, Police Station Airport, Additional District Sub Registry Office at Bidhannagar within the local limits of Bidhannagar Municipality together with 4 feet wide passage for ingress in and egress to along with all sorts of easement rights for ways, water, water course, sewerages etc, for the benefit and interest of the use and enjoyment of the said property.
- iv) All that piece and parcel of homestead Land measuring 5 (five) cottahs 15 (fifteen) Chittacks 3 (three) Sq. ft. along with 100 square feet kancha tiles shed thereon be the same a little more or less together with all user and easement rights on 6 ft. wide

common passage and all other rights and facilities of taking electric line, telephone lines gas lines and connections drainage and sewerage lines and connections and all other appurtenances attached therein and thereto lying and situate at Mouza - Kaikhali, J.L. No.105, R.S. No.115, Touzi No.172, comprised in C.S. Dag No.285 under C.S. Khatian No.143, corresponding to R.S. Khatian No.579 in R.S. Dag no.289/647 within P.S. Airport within the limits of Bidhannagar Municipality District North 24 Parganas .

AND WHEREAS M.D.M.S. trust having its office at DA - 196, Sector- I, Salt Lake City, Kolkata 700064 represented by its trustees namely (1) Mr. Rumesh Kumar Handa, Mrs. Rupa Handa (since deceased) and Mr. Rahit Handa, purchased all that piece and parcel of homestead land measuring about 5 Cottahs 15 Chittacks 3 Sq. ft. together with one tile shed structure measuring about 100 sq. ft. be the same a little more or less standing thereon together with all user and easement rights on 6 ft. wide common passage and all other rights and facilities of taking electric line, telephone lines gas lines and connections drainage and

AND WHEREAS the Executant herein are the exclusive joint owner and possessor in respect of (i) **All** **That** the piece and parcel of bastu land measuring about 4 cottahs 8 chittacks along with 100 sq. feet Kancha Title shed structure be the sale a little more or less comprising in part of L.R. Dag No. 289/647 L.R. Khatian No.401 J.L. No.5, Revenue survey No.115 C.S. Dag no.225 C.S. Khatian No.172 Mouza Kaikhali Police Station formerly Rajarhat now Airport A.D.S.R. Office Bidhan Nagar (Salt Lake City) together with undivided impartible interest in the land or soil of the said property ii) **All that** piece and parcel of Bastu Land measuring 6 (Six) cottahs 8 (eight) Chittacks along with 100 square feet kancha tiles shed thereon be the same a little more or less comprising in part of L.R. Dag no.289/647 of L.R. Khatian no.401, J.L. No.5, (Salt Lake City) within the local limits of formerly Rajarhat Gopalpur Municipality Ward No.27 now Bidhannagar Municipality together with 20 feet wide passage for ingress in and egress to along with all sorts of easement rights for ways, water, water course, sewerages etc, for the benefit and interest of the use and enjoyment of the said property. iii) **All that** piece and parcel of Bastu Land measuring 6 (Six) cottahs 8 (eight) Chittacks along with 100 square feet kancha tiles shed

No.579 in R.S. Dag no.289/647 within P.S. Airport within the limits of formerly Rajarhat Gopalpur Municipality Ward No.27 now Bidhannagar Municipality District North 24 Parganas West Bengal, which is free from all encumbrances, along with all common passage and all easement rights, which is more fully described in the Schedule herein under written and herein after referred to as the **"SAID PROPERTY"**.

AND WHEREAS an agreement for development was entered by and between the executants as the joint owner and **HAALISZ DEVELOPERS PRIVATE LIMITED (PAN No. AACCH5927Q)**, a company incorporated and registered under the Companies Act,1956, having its registered office at 139, Karaya Road, 1st Floor, Post Office – Circus Avenue, P.S.- Beniapukur, Kolkata-700017, represented by its Authorised Signatory **ADIL AMAN ALI (PAN ADDPA1786F)**, son of Md Asghar Ali, by faith-Islam, by Nationality-Indian, by Occupation Business, residing at 36/1 Jhawtalla Road, P.O. Ballygunge, P.S. Karaya, Kolkata 700019 West Bengal certain terms and conditions executed and registered on 08.06.2017 in the office of Additional Registrar of Assurances-IV, Kolkata and recorded in Book No. I, being No.5745/2017.

AND WHEREAS in order to proceed further for the purpose of proposed construction as per the said Development Agreement we have decided to appoint **HAALISZ DEVELOPERS PRIVATE LIMITED (PAN No. AACCH5927Q)**, a company incorporated and registered under the Companies Act, 1956, having its registered office at 139, Karaya Road, 1st Floor, Post Office – Circus Avenue, P.S.-Beniapukur, Kolkata-700017, represented by its Authorised Signatory **MR. ADIL AMAN ALI (PAN ADDPA1786F)**, son of Md Asghar Ali, by faith-Islam, by Nationality-Indian, by Occupation Business, residing at 36/1 Jhawtalla Road, P.O. Ballygunge, P.S. Karaya, Kolkata 700019 as our true and lawful attorneys to act deed the followings in respect of the aforesaid property :

1. To look after and maintain and to clear possession the Schedule mentioned property.
2. To demolish the existing structure standing thereon in the Schedule mentioned property and to construct the building upon the said land mentioned in the Schedule hereinbelow in accordance with the Sanction Plan sanctioned by the Bidhannagar

Municipality in our names and to sign on our behalf in the proposed Site Plan, Building Plan, Revised Plan and/or any modifications plan or plans and to renew the Plan if required and to file and obtain the same from the Bidhannagar Municipality.

3. To negotiate on terms for and to agree and to enter into and conclude any agreement for sale and sell of entire project in the proposed building consisting of different flats, garages, shops, spaces, units etc and the part thereof mentioned in the Schedule hereunder written except owners' Allocation to any purchaser or purchasers at such price which agreed upon and/or cancel or repudiate the same in the manner its deems fit and proper.
4. To allow the intending purchaser or purchasers to inspect the documents relating to the said property.
5. To receive from the intending Purchaser or Purchasers any earnest money and/or advances and

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Case no. 1037/17

422/- E-7/-

certified that the Document is admitted to registration. The Signature Sheet and the Assurances attached to this document are the part of this Document.

[Signature]
 Additional Registrar of
 Assurances III Kolkata
 JUN 2017

DEVELOPMENT POWER OF ATTORNEY

Additional Registrar of Assurances III Kolkata

AFTER REGISTERED DEVELOPMENT AGREEMENT

THIS DEVELOPMENT POWER OF ATTORNEY is made on this the 20th day of June, Two Thousand and Seventeen (2017).

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Jin/ 400
650

sewerage lines and connections and all other appurtenances attached therein and thereto lying and situate at Mouza - Kaikhali, J.L. No.105, R.S. No.115, Touzi No.172, comprised in C.S. Dag No.285 under C.S. Khatian No.143, corresponding to R.S. Khatian No.579 in R.S. Dag no.289/647 within P.S. formerly Rajarhat and now Airport within the limits of Bidhannagar Municipality District North 24 Parganas by virtue of a deed of conveyance dated 17.04.2008, recorded in Book No.I, CD Volume No. 72, Pages 1253-1274, being No.09830 for the year 2008, registered in the office of the ARA - II, Kolkata.

AND WHEREAS Dr. Rumesh Kumar Handa being the Settler created Trust in the name of M.D.M.S. Trust having its office at DA - 196, Sector- I, Salt Lake City, Kolkata 700064 and appointed himself, Smt. Rupa Handa and Sri Rahit Handa as "TRUSTEES" of the said Trust by virtue of a registered Deed of Trust and registered in the office of the A.D.S.R. Alipore, South 24 Parganas West Bengal and recorded in Book No.IV, C.D. Volume No. 1, pages from 4699 to 4720 being No.00419 for the year 2011.

thereon be the same a little more or less comprising in part of L.R. Dag no.289/647 of L.R. Khatian no.401, J.L. No.5, Revenue Survey No.115, C.S. Dag no.255, C.S. Khatian No.172, under Mouza Kaikhali, Police Station formerly Rajarhat now Airport, Additional District Sub Registry Office at Bidhannagar (Salt Lake City) within the local limits of formerly Rajarhat Gopalpur Municipality Ward No.27 now Bidhannagar Municipality together with 4 feet wide passage for ingress in and egress to along with all sorts of easement rights for ways, water, water course, sewerages etc, for the benefit and interest of the use and enjoyment of the said property. iv) **All that** piece and parcel of homestead Land measuring 5 (five) cottahs 15 (fifteen) Chittacks 3 (three) Sq. ft. along with 100 square feet kancha tiles shed thereon be the same a little more or less together with all user and easement rights on 6 ft. wide common passage and all other rights and facilities of taking electric line, telephone lines gas lines and connections drainage and sewerage lines and connections and all other appurtenances attached therein and thereto lying and situate at Mouza - Kaikhali, J.L. No.105, R.S. No.115, Touzi No.172, comprised in C.S. Dag No.285 under C.S. Khatian No.143, corresponding to R.S. Khatian

also the balance of purchase money and to give good valid receipt and discharge for the same of entire project as per Development Agreement dated 8th day of June, 2017.

6. Upon such receipt as aforesaid in our names and as our acts and deeds to sign, execute and deliver any conveyance or conveyances, deed or deeds of the said property of entire project in favour of the Purchaser or Purchasers, or their nominees.
7. To receive and accept any consideration against aforesaid by cash or bank drafts, pay orders, cheques or in any other form whatsoever in the Developer own names and to give receipt thereof in full or partial discharges of the receipt of such consideration and to negotiate, endorse, discount or otherwise in any manner whatsoever for the purpose of collection or realisation of the money in respect of such instrument, and for this the owners have no liability.

8. To do all acts, deeds, things and execute all deeds or assurances as may be necessary in order to effectuate the aforesaid purpose and which our Constituted Attorney shall think best fit and proper in respect of entire project.

9. To institute, commence, prosecute, carry on or defend or resist of all suits and other actions and proceedings to be added as a party or to be non-suited or withdraw the same concerning the said property or any part thereof or concerning anything in which we may be parties in any court of law in Civil, Criminal, Revenue or Revisional Jurisdiction of the High Court, under Article 226 of the Constitution of India etc before Income Tax Authorities and to sign and verify all plaints, written statements, Accounts, Inventories to accept service of all Summons, Notice and Other Judicial Process to execute any Judgement, Decree or order and to appoint and engage any Solicitor, Advocate and to sign and execute any Vokatnama or any kind of Affidavit.

10. To sign and execute deed or any other deeds, declarations, instruments and assurances which our said Attorney shall consider necessary and to enter into such covenants as may be required for fully and effectually conveying the said property as We could do ourselves, if present.
11. To present any such conveyance or conveyances or declarations for registration before the Additional District Sub - Registrar, District Sub-Registrar or Registrar of Assurances, Calcutta having authority for unto have the said Conveyance registered and to do all acts, deed and things of entire project which our said Attorney shall consider necessary for conveying the said property to the said purchaser or purchasers as fully and effectually in all respects as we could do the same ourselves.
12. To attend any Court of Law either Civil or Criminal and to present our in all Government Offices on our

behalf in connection with the construction/development of the proposed building upon the said property mentioned in Schedule below.

13. To appoint Architect, Civil Engineer, Structural Engineer, labour, labour contractor (Rajmistri), Carpenter, Electric Contractor, Plumbing and Sanitary Contractor or other person or persons as may be require for the construction of the said building.
14. To appear in any suit proceeding, motion, L.A. Office I.T. Office etc. on our behalf and to present ouself before the Bidhannagar Municipality for mutation, conversion etc and to file the statement or objection, affidavit-in-opposition etc. if required, in connection with the land mentioned in the Schedule hereinbelow.
15. To call the tender, quotation etc. from the supplier for supply cement, iron rod, sand, wood, iron grill etc and

to appoint them as our Constituted Attorney shall think fit and proper.

16. To ask for demand, recover receive and collect all money due and payable in connection with entire project in the said proposed building or construction and to settle, compromise or compound any debt or claim whatsoever.
17. To deliver possession of flat/flats, shops, Units, spaces, garages etc except owners' Allocation as per said Development Agreement with undivided proportionate share of land along with other amenities relating thereto either in complete or incomplete, finished or semi-finished condition which our Constituted Attorney shall think best, fit and proper in respect of entire project.
18. The Owners agreed to nominate and appoint an Agent or Attorneys for and on behalf of us and do

hereby nominate constitute and appoint the Developer as their true and lawful attorney in their name and on their behalf and the said appointment of constituted attorney to the Developer shall be made by the Owners for any reason whatsoever to execute or do all or any of the Acts or things and/or for the purpose hereunder mentioned.

- a) To prepare plans for the proposed building and to modify the plans and submit the same with the Bidhannagar Municipality and/or other relevant authority or authorities and have the same sanctioned and for the said purpose to sign and execute for us and/or on behalf of the Owners all plans, application forms, papers, and/or other documents and/or writings as may be necessary or required therefor.

- b) To present in the Bidhannagar Municipality for all purpose or connected with the construction of proposed building and/or the plans.