

the modified plan all papers, documents, affidavits declaration & register boundary declaration, splayed corner, and strip of land relating thereto and receive the same from the said Kolkata Municipal Corporation or any other competent authority against acknowledgement receipt on behalf of the Executants/Executors of this Power of Attorney being the Owners as the lawful attorney of the Executants/Executors of this Power of Attorney being the Owners.

14. To appear for and on behalf of the Executants/Executors of this Power of Attorney being the Owners in office of the CESC, Kolkata Municipal Corporation or any local or any statutory authority and all Government Offices, Police Station and to apply for and obtain necessary sanction, permit, license, supply service and to apply for and obtain permanent connection of water, electricity drainage and sewerage to the said premises.
15. To sign, execute and verify and file all plaints, suits, written statement, written objection, pleadings, application, complaints, memorandum of appeal, arose objection reply affidavit and sign all other papers to be filed before Civil Court, Criminal Court, administrative authorities Tribunal, High Court and Arbitration and to accept all service of summons and other process and to appoint lawyer and sign Vakalatnama and compromise any suit and proceeding for protection of any interest in the said subject on behalf of the Executants/Executors of this Power of Attorney being the Owners. And the Executants/Executors of this Power of Attorney being the Owners do hereby ratify, agree and undertake to ratify and conform all acts deeds the attorney of the Executants/Executors of this Power of Attorney being the Owners shall lawfully do, execute, and perform or cause to be done executed or performed by virtue of power of attorney.
16. To appear and act in all the Courts, Criminal, Civil, Revenue Office, Block Land and Land Reform Office, District Registrar Office, Additional

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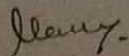
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District Registrar Office, District Magistrate, Sub-Divisional Office,
District Board or any other local authority.

17. To appoint an architect and to get the any alteration or modification of the sanctioned plan of the proposed Residential building duly sanctioned by the Kolkata Municipal Corporation and other authorities concerned in respect of the proposed building.
18. To make necessary applications and signed all papers, to appear before the Kolkata Municipal Corporation, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plan of the proposed building sanctioned by the Kolkata Municipal Corporation and other authorities.
19. To develop and construct proposed building on the said plot and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of Flats/ Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities as per the sanctioned plans and according to specifications & other requirements of the Kolkata Municipal Corporation and for the purpose to imply contractors, architects, structural engineer, surveyors and other professionals as may be required in the construction of the building.
20. To enter into and sign and contract with the contractor or contractors for construction as well as contractors for labour and to sign such agreement.
21. To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally/required for a building.
22. To pay any deposit and pay moneys required to be deposited with the Kolkata Municipal Corporation and other authorities for getting the

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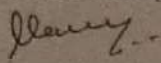
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plans sanctioned and for getting any water or electric and other conveniences necessary and to withdraw such deposit which are refundable.

23. To pay all the taxes to the concern authority relating to the said property until the completion of the building.
24. To file or defend any suit on behalf of the Executants/Executors of this Power of Attorney being the Owners regarding the **First Schedule** mentioned property and sign, verify plaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any Court of law such as any Civil Court, Criminal Court, Tribunal or any of the office or offices and to depose on behalf of the Executants/Executors of this Power of Attorney being the Owners.
25. To appoint any Advocate, Agent or any other legal practitioner or any person legally authorized to do any act.
26. To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
27. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any Court, cases or from any office or offices and to grant proper acknowledgment receipt.
28. To accept service of any summons, notice, writ issued by any court and to represent in such court of Civil, Criminal or Tribunal or before any office whatsoever.
29. To apply for the inspection of and to inspect any Judicial records any records of any office or offices.
30. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents, papers, writings and things that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the

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purposes of this present or to or in which the Executants/Executors of this Power of Attorney being the Owners are or may be party or any way interested.

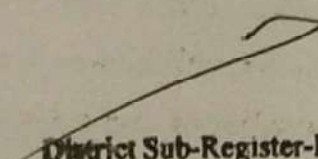
31. To negotiate for sale of the **First Schedule** mentioned property and to settle the consideration amount and to receive the consideration amount on behalf of the OWNERS in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
32. To execute, sign and enter into an agreement for sale on behalf of the Executants/Executors of this Power of Attorney being the Owners in respect of the Developer's Allocation and execute the agreement for sale by receiving the advance amount in respect of the Developer's Allocation and to appear before the registering authority and presenting the same & shall admit execution and registration in respect of the Developer's Allocation and to receive the consideration amount on behalf of the OWNERS in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
33. To sign, admit and execute the sale deed in favour of the prospective purchasers in respect of the Developer's Allocation and to receive consideration from them in respect of the Developer's Allocation and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/executants in respect of the Developer's Allocation and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNERS in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
34. To receive the entire amount of the consideration amount from the all purchasers and to receive the consideration amount on behalf of the OWNERS in respect of DEVELOPER's allocation and to keep, retain and

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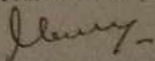
enjoy and deposit the said amount in the Bank Accounts of the DEVELOPER in respect of Developer's allocation and the said amount of the said consideration amount of the flats and parking spaces are to be adjusted by the Developer being the Power of Attorney Holder in lieu of the expenses and investment the **DEVELOPER** Firm incurred and made as per the terms and conditions of this Agreement.

35. To Register the agreement for Sale Deed and/or also Sale Deed in favour of the prospective purchasers in respect of the DEVELOPER'S ALLOCATION in any Registering Office by representing the OWNERS and by signing on their behalves and by admitting any document and deed on their behalves and to receive consideration from them and to present for registration all such documents as may be necessary in favour of prospective purchasers and admit execution thereof on behalf of the owner/ executants and to do all things, acts and deeds necessary to complete the registration of such documents before the registering authority and to receive the consideration amount on behalf of the OWNERS in respect of the Developer's Allocation and to retain and deposit the said amount in the Bank Accounts of the DEVELOPER.
36. To deliver the possession in favour of the buyer on behalf of the Executants/Executors of this Power of Attorney being the Owners.
37. Generally to Act as the Attorney or Agent of the Executants/Executors of this Power of Attorney being the Owners in relation to the matter aforesaid and all other matters in which the Executants/Executors of this Power of Attorney being the Owners may be interested or concerned and on behalf of the Executants/Executors of this Power of Attorney being the Owners to execute and to do all deeds, acts, or things as fully and effectual in all respect as the Executants/Executors of this Power of Attorney being the Owners and/or themselves to do if personally present.

ARTICLE XIII - ARBITRATION:

13.1 In case of any dispute difference or question arising between the

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parties with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement and same shall be referred to arbitration under the provisions of The Arbitration Act, 1996 and/or statutory modification or enactment thereto under one sole Arbitrator who will be elected by the both the PARTIES and the award made and published by sole Arbitrator shall be final and binding on the parties hereto.

ARTICLE XIV - JURISDICTION:

- 14.1 District Court & the Honourable High Court, Calcutta alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

The Stamp Duty over the value assessed by D.S.R-II, South 24 Parganas, Alipore has been paid duly by the Party to the SECOND PART.

The photos, finger prints, signatures of **OWNERS**, the **DEVELOPER** is annexed herewith in separate sheets, which will be treated as the part of this Deed.

THE FIRST SCHEDULE ABOVE REFEREED TO

(Property Details)

ALL THAT piece and parcel of Bastu land measuring more or less 7 (Seven) Cottahs 6 (Six) chittacks 5 (Five) Sq.fts (before gift to KMC for building plan sanction) now shall measure more or less 6 (Six) cottahs 1 (One) chittacks 42.6 (Forty Two point Six) Sq.fts (after the registered gifts of splayed corners and strips of land to KMC for building plan sanction) together with R.T.S structure measuring 100 sq.ft more or less comprised in L.R./R. S. Dag No. 354/1009 corresponding to C. S. Dag Nos. 354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in L.R. Khatian No. 275 corresponding to R. S. Khatian No. 457 corresponding to C.S. Khatian No. 211 situated at District 24 Parganas (South), Sub Registry office at Alipore, Mouja - Dakshin Behala, Pargana- Balia, P.S- Sarsuna, being Premises No. 159B, Sarsuna Main Road, Kolkata- 700061 under K.M.C. Ward No.126 under Borough No. XVI of the Kolkata Municipal Corporation

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(South Suburban Unit) together with all easement right thereto butted and bounded by:-

On the North: By 8'-6" wide Common Passage (after gift to KMC).

On the South: By 10'-0" wide KMC Road (after gift to KMC).

On the West: By 22'-3" wide KMC Road (after gift to KMC).

On the East: By Land and building of Sri Taposh Nag and Sri Mohini Das.

SECOND SCHEDULE REFERRED TO AS THE

"ALLOCATION OF AREAS"

OWNER'S ALLOCATION: shall mean the absolute right of the OWNERS in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNERS shall not exceed 40% (Forty Percent) of the total built up area, which shall include:- (1) One self contained Flat measuring approximately 900 sft Covered area (approximately 1125 sft Super Built Up area) comprising of 3 (three) Bed Rooms, One Kitchen, One Living cum Dining Room, One Toilet, One W.c and a Balcony on the South side of the Third Floor, (2) One Flat measuring approximately 500 sft Covered area (approximately 625 sft Super Built Up area) comprising of 2 (two) Bed Rooms, One Kitchen cum Dining Space, One Toilet, One W.C on North Eastern side of the Third Floor; (3) One self contained Flat measuring approximately 900 sft Covered area (approximately 1125 sft Super Built Up area) comprising of 3 (three) Bed Rooms, One Kitchen, One Living cum Dining Room, One Toilet, One W.C and a Balcony on the South side of the First Floor, (4) One Flat measuring approximately 500 sft Covered area (approximately 625 sft Super Built Up area) comprising of 2 (two) Bed Rooms, One Kitchen cum Dining Space, One Toilet, One W.C on North Eastern side of the First Floor; (5) One Flat measuring approximately 500 sft Covered area (approximately 625 sft Super Built Up area) comprising of 2 (two) Bed Rooms, One Kitchen cum Dining Space, One Toilet, One W.C on North Eastern side of the Second Floor; and (6) Three Nos of car parking space measuring approximately 120 sft each under the

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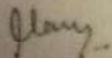
building together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed multi storied building to be built on the Schedule-A property of the Owners.

Apart from these above the landowners had already received from the Developer herein a non refundable sum of Rs.4, 00,000/- (Rupees Four Lakhs) only which they duly acknowledged receipt previously".

Apart from the above the Developer herein shall be responsible to pay all the monthly rents for alternate accommodations locally situated to the respective landowners during the entire construction period until the owners are jointly handed over the aforesaid allocations within stipulated time hereinafter mentioned. Increase or decrease in the measurements of the aforesaid flats allocable to the owners herein during final measurement at the time of handover shall be dealt suitably in monetary terms by and between the landowners and the Developer herein.

DEVELOPER'S ALLOCATION: Shall mean the absolute right of the DEVELOPER in regard to Rest of the Total constructed portion remaining of the proposed G+IV storied residential building in relation to the construction according to the sanctioned plan of the Kolkata Municipal Corporation with all right and privileges to modify the sanctioned building plan in respect of the developer's allocation of flats and spaces as per the guidelines of the KMC building rules as laid down from time to time, in order to construct G+IV storied residential building comprised with Residential Flats and Parking Spaces as per their respective share over the entire **First Schedule** mentioned property including Car Parking Space and residential flats in rest of the floors **EXCEPT** the portion defined in the **OWNER'S ALLOCATION** i.e., the DEVELOPER will have exclusive right to enjoy as per its entitlement and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its as defined hereinabove. If the DEVELOPER obtains any further permission by way of Kolkata Municipal Corporation's Sanctioned Plan, then the DEVELOPER may raise construction over the roof of the said G + IV storied residential building and the OWNERS shall get their share of additional floor provided they reimburse to

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the Developer all cost of additional planning and all additional cost for the additional construction and shall not object to the said constructions except their allocation of the proposed building/buildings but the ultimate roof shall remain as common space but not restricted for Developer to build additional floor by taking authentic sanction of the same and the OWNERS will be entitled and eligible to directly sell the their Parking Spaces or will be entitled and eligible to directly do any documentation or will be entitled and eligible to execute any document and agreement for Sale and the OWNERS will be entitled and eligible to take the Monetary Consideration in lieu of their share of allocation alone from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank by themselves and for themselves and the present OWNERS admit and agree and declare not to raise any objection whatsoever in this regard in future.

THIRD SCHEDULE ABOVE REFERRED TO

"COMMON AREAS & FACILITIES"

The common areas and facilities mentioned in this agreement shall include:

The foundations, columns, girders, beams, supports, main walls, corridors, lobbies, stair, stair ways, lift, entrance to and exit from the building constructed on the said land and intended for common use.

Installation of common services such as water, sewerage line etc.

All appurtenances and installations in the said building meant for common uses.

Electric meter box under the stairs in the Ground floor front side of the building, electrical wiring and fixtures etc meant for common use.

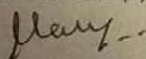
Under ground water reservoir and the over head water tank.

Ultimate Roof.

Boundary walls and main gates.

Other common parts, areas, equipments, installations, fixtures, fittings and spaces around the said building necessary for passage and occupation of the

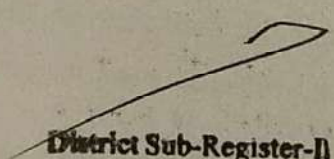
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flat/s in common as specified by the Developer expressly to be the common part, except the covered and open spaces and car parking spaces.

FOURTH SCHEDULE REFERRED TO AS THE

"PROPORTIONATE EXPENSES"

Costs, expenses and outgoings and obligations for which all the flat owners are to contribute proportionately:

The expenses of maintaining, repairing, redecorating and renewing the main structures and in particular the drainage system, sewerage, rain water discharge arrangements, water supply system, system of electricity, to all common areas mentioned in the Schedule - 'C' hereto including lift.

The expenses of repairing, maintaining, painting, white washing and colour washing the main structures of the building including the exterior of the said building and also the common area of the building described in the Schedule - 'C' above written.

The cost of cleaning and lighting the entrance of the building, passages and open spaces around the building, lobby, corridors, stair case, roof, lift, tanks and other common areas.

Salaries, wages, fees and remunerations of security personnel, sweepers, plumbers, electricians, care takers, liftman or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

Insurance premium of the building [if any]

THE FIFTH SCHEDULE REFERRED TO AS THE

"SPECIFICATIONS"

1. BUILDING : R.C.C. form work and brick structure.

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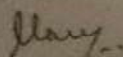
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beside the white colour porcelain Anglo Indian Water Closet (AIWC) of HINDUSTHAN/ PARRYWARE brand with white colour PVC cistern (JOHNSON PEDDER/RELIANCE brand). All C.P.V.C/U.P.V.C pipelines shall be concealed inside the brick wall. One 20" x 16" size white colour porcelain basin of HINDUSTHAN/ NEYCER/ PARRY brand shall be fixed (c) W.C. - shall have Two pillar taps- one fitted at any suitable place and another fitted beside the white colour porcelain European Water Closet (EWC) of HINDUSTHAN/ PARRYWARE brand with white colour PVC cistern of JOHNSON PEDDER/RELIANCE brand.

13. Electrical Works: All electrical pipes shall be concealed inside the walls and ceilings. HAVELLS / FINOLEX/GESTETNER brand electrical wires shall be used. All switches and sockets shall be Anchor/Preety brand. HAVELLS brand Miniature Circuit Breakers shall be fixed for each room. NORTH-WEST starters shall be fixed for air conditioners. List of Points to be provided shall be as under follows:- Bed Rooms- shall have Two Light Points, One Ceiling Fan Point, One 5 Pin-5 Amp Power Point operational from single board. Any One Bed Room in the entire flat shall have One Air Conditioner Point suitably located only in master bedroom. (b) Living cum Dining Room- shall have Two Light Points, Two Ceiling Fan Points, One 5 Pin-5 Amp Power Point operational from single board. One 5 Pin-5 Amp Power Point for TV , One Cable TV socket and One Telephone socket shall be provided operational from single board suitably located. (c) Kitchen- shall have One Light Point, One Exhaust Fan Point, Two 5 Pin-5 Amp Power Point and One 6 Pin-15 Amp Power Point operational from single board. (d) Toilet- shall have One Light Point, One Exhaust Fan Point operational from single board from outside. One 6 Pin-15 Amp Power Point for Geyser- socket to be fitted inside and switch to be fitted outside. (e) W.C - shall have One Light Point, One Exhaust Fan Point operational from single board from outside. (f) One Call Bell point to be provided in each Flat/tenement.

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