

① 4387/19

T-4160/19



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 536841

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

Adl. District Sub-Registrar
Mehala, South 24 Parganas

18 APR 2019

10.25A
18/4/19
072957

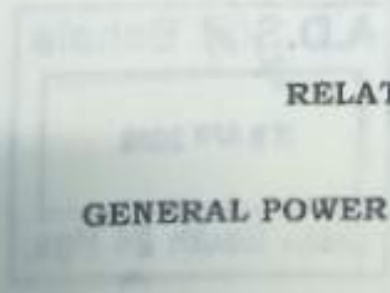
Kaibingee Mukherjee

DEVELOPMENT AGREEMENT

AND

RELATED

GENERAL POWER OF ATTORNEY



1819
NO. _____ DATE 05 FEB 2019 RS
NAME P. K. Basu (Adv)
ADDRESS [Signature] 161-27
ALIPORE JUDGES COURT
A. K. SAMAJPATI
[Signature]
SIGNATURE



Saibal Aich
S/o. Late M.K. Aich
18, P. T. Lane
Koh-Bip
P.O. & P.S. - Parnalkeo
Self-Employed

A.D.S. Behala
17 APR 2019
Dist. - South 24 Pgs.

Major Information of the Deed

Deed No :	I-1607-04160/2019	Date of Registration	18/04/2019
Query No / Year	1607-1000072957/2019	Office where deed is registered	
Query Date	18/03/2019 3:05:42 PM	A D S R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	ASHISH KUMAR BASU ALIPORE JUDGES COURT, Thana: Alipore, District: South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831068966, Status: Advocate		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 79,68,055/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,121/- (Article 48(g))	Rs. 1,035/- (Article-E, E, E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S.- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Becharam Chatterjee Road, Road Zone: (Rest (Ward 128) --). Premises No: 574, Ward No: 128 Pin Code : 700034

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	4 Katha 10 Chatak 32 Sq Ft	1/-	79,38,055/-	Width of Approach Road 16 Ft.
Grand Total :				7.7046Dec	1 /-	79,38,055 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	30,000 /-	

Major information of the Deed -> I-1607-04160/2019-18/04/2019





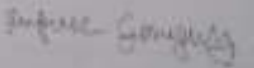
Principal Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	MAITREYEE MUKHERJEE Son of Late SALIL KUMAR MUKHERJEE Executed by: Self, Date of Execution: 18/04/2019 , Admitted by: Self, Date of Admission: 18/04/2019 ,Place : Office	 <small>18/04/2019</small>	 <small>LT 18/04/2019</small>	 <small>18/04/2019</small>
139/A/2, BECHARAM CHATTERJEE ROAD, P.O:- BEHALA, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BGBPM9507N, Status :Individual, Executed by: Self, Date of Execution: 18/04/2019 , Admitted by: Self, Date of Admission: 18/04/2019 ,Place : Office				

Attorney Details :



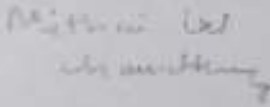





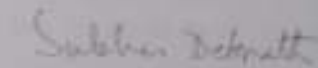



Sl No	Name,Address,Photo,Finger print and Signature			
1	S S M S CONSTRUCTION 70, RAJA RAM MOHAN ROY ROAD, P.O:- BARISHA, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 , PAN No. : ADHFS5123L, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	RUPAK GANGULY Son of Late DENESH CH GANGULY Date of Execution - 18/04/2019, , Admitted by: Self, Date of Admission: 18/04/2019, Place of Admission of Execution: Office	 <small>Apr 18 2019 11:35AM</small>	 <small>LT 18/04/2019</small>	 <small>18/04/2019</small>
15/52, BANAMALI GHOSHAL LANE, P.O.- BEHALA, P.S.- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, . PAN No.:: AHHPG3780D Status : Representative, Representative of : S S M S CONSTRUCTION (as PARTNER)				

Major Information of the Deed - I-1607-04160/2019-18/04/2019



2	Name	Photo	Finger Print	Signature
	MITHAI LAL CHOWDHURY (Presentant) Son of Late PYARELAL CHOWDHURY Date of Execution - 18/04/2019, Admitted by: Self, Date of Admission: 18/04/2019, Place of Admission of Execution: Office	 <small>Apr 18 2019 10:34AM</small>	 <small>LTI 18/04/2019</small>	 <small>18/04/2019</small>
339/16/6, KALIPADA MUKHERJEE ROAD, BEHALA EAST PARK, P.O.- BARISHA, P.S.- Thakurpukur, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AEUPC5298Q Status: Representative, Representative of: S S M S CONSTRUCTION (as PARTNER)				
3	Name	Photo	Finger Print	Signature
	SAMIR KUMAR BARAL Son of Late SUDHIR RANJAN BARAL Date of Execution - 18/04/2019, Admitted by: Self, Date of Admission: 18/04/2019, Place of Admission of Execution: Office	 <small>Apr 18 2019 10:35AM</small>	 <small>LTI 18/04/2019</small>	 <small>18/04/2019</small>
28B, BIDHU BHUSHAN SENGUPTA ROAD, P.O.- BEHALA, P.S.- Behala, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFVPB1952Q Status: Representative, Representative of: S S M S CONSTRUCTION (as PARTNER)				
4	Name	Photo	Finger Print	Signature
	SUBHAS DEBNATH Son of Late JOGESH CHANDRA DEBNATH Date of Execution - 18/04/2019, Admitted by: Self, Date of Admission: 18/04/2019, Place of Admission of Execution: Office	 <small>Apr 18 2019 10:40AM</small>	 <small>LTI 18/04/2019</small>	 <small>18/04/2019</small>
583/N, DR A K PAUL ROAD, P.O.- BEHALA, P.S.- Behala, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AEXPD2856A Status: Representative, Representative of: S S M S CONSTRUCTION (as PARTNER)				
5	Name	Photo	Finger Print	Signature
	SANJOY ROY Son of Late GOPAL CHANDRA ROY Date of Execution - 18/04/2019, Admitted by: Self, Date of Admission: 18/04/2019, Place of Admission of Execution: Office	 <small>Apr 18 2019 10:40AM</small>	 <small>LTI 18/04/2019</small>	 <small>18/04/2019</small>

Major Information of the Deed :- I-1607-04160/2019-18/04/2019



12/2A, THAKUR TALA ROAD, 124, BARISHA, P.O.- BARISHA, P.S.- Thakurpukur, Kolkata, District- South 24-Parganas, West Bengal, India, PIN - 700008; Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ANCP6732M Status : Representative, Representative of : S S M S CONSTRUCTION (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
SAIBAL AICH Son of Late M K AICH 18, P T LANE, P.O.- PARNASREE, P.S.- Behala, Kolkata, District-South 24- Parganas, West Bengal, India, PIN - 700034			
	18042019	18042019	18042019
Identifier Of MAITREYEE MUKHERJEE, RUPAK GANGULY, MITHAI LAL CHOWDHURY, SAMIR KUMAR BARAL, SUBHAS DEBNATH, SANJOY ROY			

Endorsement For Deed Number : I - 160704160 / 2019

On 18-03-2019

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 79,68,055/-



Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 18-04-2019

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

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

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

Presented for registration at 10.25 hrs on 18-04-2019, at the Office of the A D S R. BEHALA by MITHAI LAL CHOWDHURY .

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

Execution is admitted on 18/04/2019 by MAITREYEE MUKHERJEE, Son of Late SALIL KUMAR MUKHERJEE 139/A/2, BECHARAM CHATTERJEE ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Service

Major information of the Deed :- I-1607-04160/2019-18/04/2019

Identified by SAIBAL AICH, . . Son of Late M K AICH, 18, P T LANE, P.O: PARNASREE, Thana: Behala, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Others

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

Execution is admitted on 18-04-2019 by RUPAK GANGULY, PARTNER, S S M S CONSTRUCTION, 70, RAJA RAM MOHAN ROY ROAD, P.O - BARISHA, P.S.- Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN - 700008

Identified by SAIBAL AICH, . . Son of Late M K AICH, 18, P T LANE, P.O: PARNASREE, Thana: Behala, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Others

Execution is admitted on 18-04-2019 by MITHAI LAL CHOWDHURY, PARTNER, S S M S CONSTRUCTION, 70, RAJA RAM MOHAN ROY ROAD, P.O:- BARISHA, P.S.- Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN - 700008

Identified by SAIBAL AICH, . . Son of Late M K AICH, 18, P T LANE, P.O: PARNASREE, Thana: Behala, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Others

Execution is admitted on 18-04-2019 by SAMIR KUMAR BARAL, PARTNER, S S M S CONSTRUCTION, 70, RAJA RAM MOHAN ROY ROAD, P.O:- BARISHA, P.S.- Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN - 700008

Identified by SAIBAL AICH, . . Son of Late M K AICH, 18, P T LANE, P.O: PARNASREE, Thana: Behala, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Others

Execution is admitted on 18-04-2019 by SUBHAS DEBNATH, PARTNER, S S M S CONSTRUCTION, 70, RAJA RAM MOHAN ROY ROAD, P.O - BARISHA, P.S.- Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN - 700008

Identified by SAIBAL AICH, . . Son of Late M K AICH, 18, P T LANE, P.O: PARNASREE, Thana: Behala, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Others

Execution is admitted on 18-04-2019 by SANJOY ROY, PARTNER, S S M S CONSTRUCTION, 70, RAJA RAM MOHAN ROY ROAD, P.O - BARISHA, P.S.- Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN - 700008

Identified by SAIBAL AICH, . . Son of Late M K AICH, 18, P T LANE, P.O: PARNASREE, Thana: Behala, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,035/- (B = Rs 1,000/- ,E = Rs 35/-) and Registration Fees paid by Cash Rs 0/- by online = Rs 1,035/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2019 12:00AM with Govt. Ref. No: 192019200003278832 on 08-04-2019, Amount Rs: 1,035/-, Bank: United Bank (UTBI00CH175), Ref. No. S90184943 on 08-04-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,121/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 10,021/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 536841, Amount: Rs 100/-, Date of Purchase: 05/02/2019, Vendor name: A K Samajpati

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2019 12:00AM with Govt. Ref. No: 192019200003278832 on 08-04-2019, Amount Rs: 10,021/-, Bank: United Bank (UTBI00CH175), Ref. No. S90184943 on 08-04-2019, Head of Account 0030-02-103-003-02



Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

Major Information of the Deed - I-1607-04160/2019-18/04/2019



Major information of the Deed - 1-1607-04160/2019-16/04/2019

23/04/2019 Query No.-16071000072957 / 2019 Deed No 1 - 160704160 / 2019, Document is digitally signed.

Page 02 of 02

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1607-2019, Page from 132362 to 132420
being No 160704160 for the year 2019.



Sandip Biswas

Digitally signed by SANDIP BISWAS
Date: 2019.04.23 14:55:14 +05:30
Reason: Digital Signing of Deed.

(Sandip Biswas) 23/04/2019 14:50:24
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

INDEX

- (I) Agreement for Development - Pages from 3 to 18
- (II) General Power of Attorney - Pages from 19 to 25
- (III) Schedules - Pages from 26 to 35



A.D.S.R. Behala
18 APR 2019
Dist.- South 24 Pgs.

THIS DEVELOPMENT AGREEMENT is made at Kolkata on this the 17th day of April, Two Thousand Nineteen (2019)

SMT. MAITREYEE MUKHERJEE (PAN - BGBPM9507N), daughter of Late Salil Kumar Mukherjee, by faith - Hindu, by occupation - Service, by Nationality - Indian, residing at 139/A/2, Becharam Chatterjee Road, Kolkata - 700034, hereinafter called the **OWNER** (which expression or terms shall unless or excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

Maitreyee Mukherjee

AND

S. S. M. S. CONSTRUCTION (PAN - ADHFS5123L) a Partnership Firm having its office 70, Raja Ram Mohan Roy Road, (being mailing address 64/2/25 Raja Ram Mohan Roy Road, [previously Biren Roy Road (East)],



A.D.S.R. Behala
18 APR 2019
Dist.- South 24 Pgs.

Police Station- Thakurpukur now Haridevpue, Ward No. 122, Post Office - Barisha, Kolkata - 700008, being represented by its Partners namely **(1) SRI RUPAK GANGULY** (PAN - AHHPG3780D), son of Late Dinesh Chandra Ganguly, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 15/52, Banamali Ghosal Lane, Post Office & Police Station- Behala, Kolkata - 700034, District : 24-Parganas (South), **(2) SRI MITHAI LAL CHOWDHURY** (PAN - AEUPC5298Q), son of Late Pyarelal Chowdhury, by faith -Hindu, by Nationality - Indian, by occupation - Business, residing at 339/16/6, Kalipada Mukherjee Road, Behala East Park, Police Station - Haridevpur, Post Office - Barisha, Kolkata - 700008, District : 24-Parganas (South), **(3) SRI SAMIR KUMAR BARAL** (PAN - AFVPB1952Q), son of Late Sudhir Ranjan Baral, by faith -Hindu, by Nationality - Indian, by occupation - Business, residing at 28B, Bidhu Bhushan Sengupta Road, Post Office - Behala, Police Station- Parnasree, Kolkata - 700034, **(4) SRI SUBHAS DEBNATH**

Mukherjee
Maitrayee

002/000

(PAN -AEXPD2856A), son of Late Jogesh Chandra Debnath, by faith - Hindu, by occupation - Business, by Nationality-Indian, residing at 583/N, Dr. A.K. Paul Road, Post Office - Behala, Police Station- Parnasree, Kolkata - 700034 and (5) **SRI SANJOY ROY** (PAN -ANCPR6732M), son of Late Gopal Chandra Ray, by faith - Hindu, by occupation - Business, by Nationality-Indian, residing at 12/2A, Thakurtala Road, 124, Barisha, Post Office - Barisha, Police Station- Haridevpur, Kolkata - 700008, District: South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include his heirs, successors, executors, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the First Part herein is the Owner of a land measuring more or less 4 (Four) Cottahs 10 (Ten) Chittacks 32 (Thirty Two) Square Feet alongwith a single

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storied building situated in District : South 24-Parganas, Mouja - Behala, R.S. Dag No. 9492, Khatian No. 7050, Touji No. 346, J.L. No. 2, being the Postal Premises No.139/A/2, Becharam Chatterjee Road, KMC Premises No. 574, Becharam Chatterjee Road, Ward No.128, Police Station- Behala now Parnashree , Kolkata - 700034.

AND WHEREAS one Surath Kumar Mukhopadhyay the grandfather of the Owner/First Part herein was the Owner of the above mentioned property by virtue of a Registered Deed of Conveyance which was registered at Alipore and recorded in Book No. I, Volume No. 66, Pages 60 to 64, Being No. 3418 for the year 1960 from the then Owner for the consideration mentioned thereto.

AND WHEREAS the said Surath Kumar Mukhopadhyay @ Mukherjee during his life time made his last Will and Testament which was registered at Registrar of Assurances Calcutta and recorded in Book No. III, Volume No. 2, Pages 88 to 94, Being No. 3764 for the year 1969 bequeathing his properties including this house property at Postal Premises No.139/A/2, Becharam Chatterjee

Mukherjee

✱

Road, KMC Premises No. 574, Becharam Chatterjee Road, Ward No.128, Police Station- Behala now Parnashree, Kolkata - 700034 for his three sons namely (i) Salil Kumar Mukherjee (ii) Tarit Kumar Mukherjee and (iii) Samiran Mukherjee .

AND WHEREAS said Surath Kumar Mukhopadhyay @ Mukherjee died on 02.03.1981 and his wife Parimal Prava Debi died on 17.06.1983.

AND WHEREAS after the death of Surath Kumar Mukhopadhyay @ Mukherjee probate application was filed being Case No.136 of 1983 and the said probate was granted under Act 39 of 1925 by the Learned Court of District Delegate at Alipore, District : 24-Parganas.

AND WHEREAS by virtue of said probated Will the said three sons namely (i) Salil Kumar Mukherjee (ii) Tarit Kumar Mukherjee and (iii) Samiran Mukherjee became the absolute Owners jointly of the said property being

Neelbajee Mukherjee

Postal Premises No.139/A/2, Becharam Chatterjee Road, KMC Premises No. 574, Becharam Chatterjee Road, Ward No.128, Police Station- Behala now Parnashree, Kolkata - 700034.

AND WHEREAS above named Tarit Kumar Mukherjee and Samiran Mukherjee sold out their undivided each holding $1/3^{\text{rd}}$ share in total $2/3^{\text{rd}}$ undivided share of the property situated at Postal Premises No.139/A/2, Becharam Chatterjee Road, KMC Premises No. 574, Becharam Chatterjee Road, Ward No.128, Police Station- Behala now Parnashree, Kolkata - 700034 to their brother Salil Kumar Mukherjee which was registered at Registrar of Assurances Calcutta and recorded in Book No. I, Volume No.137, Pages 353 to 365, Being No. 5732 for the year 1988 for the consideration mentioned thereto.

AND WHEREAS the said Salil Kumar Mukherjee died in the year 1995 leaving behind his widow Smt. Anjali Mukherjee and one son Sri Subhobrata Mukherjee and

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Mukherjee

one daughter Smt. Maitreyee Mukherjee as his only heirs and successors.

AND WHEREAS the said Anjali Mukherjee died on 10.08.2010 and the said Subhobrata Mukherjee died bachelor on 13.09.2018 .

AND WHEREAS the said Smt. Maitreyee Mukherjee is now the sole and absolute Owner of the below Schedule property situated in District : South 24-Parganas, Mouja - Behala, R.S. Dag No. 9492, Khatian No. 7050, Touji No. 346, J.L. No. 2, being Postal Premises No.139/A/2, Becharam Chatterjee Road, KMC Premises No. 574, Becharam Chatterjee Road, Ward No.128, Police Station-Behala now Parnashree, Kolkata - 700034 by virtue of natural inheritance as per the Hindu Succession Act.

AND WHEREAS the said Smt. Maitreyee Mukherjee, First Part herein wants to develop the below Schedule property and for that searching out the specialized person and knowing this intention the Second Part herein offered themselves for doing the same and hence come into this Agreement.

Maitreyee Mukherjee

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That unless in this presents there is something in the subject or inconsistent therewith .

(a) **PREMSIES** shall mean the land measuring an area of 4 (Four) Cottahs 10 (Ten) Chittacks 32 (Thirty Two) Square Feet alongwith single storied building situated in District : South 24-Parganas, Mouja - Behala, R.S. Dag No. 9492, Khatian No. 7050, Touji No. 346, J.L. No. 2, being the Postal Premises No.139/A/2, Becharam Chatterjee Road, KMC Premises No. 574, Becharam Chatterjee Road, Ward No.128, Police Station- Behala now Parnashree, Kolkata - 700034.

(b) **LAND** shall mean and include the land of 4 (Four) Cottahs 10 (Ten) Chittacks 32 (Thirty Two) Square Feet approx as described in the Schedule 'A' hereunder written whereupon the parties hereto proposes to erect the new building.

(c) **BUILDING** shall mean the proposed new G + 3 storied building consisting of Garage and useable space in the Ground Floor, use and/or sell as Commercial/ Residential at the option of the Developer and other

Neelkhanter
Neelkhanter

residential units / flats and other structures which the parties hereto proposed to erect in and/or upon the said land.

(d) **COVERED AREA** shall mean the built up areas measures as floor level or any unit including external dimensions of walls and proportionate share of common walls and stair comprised in the building as per KMC sanction plan .

(e) **COMMON AREAS** shall mean and include the common space like stair, passages landings, pump and electric in the stair room and roof, septic tank , overhead and underground reservoir, roof , un-built areas of land etc. for common uses and enjoyment of co-owners of the building without any separate rights of ownership of such areas vested upon any of them.

(f) **UNIT** shall mean the residential apartment in the building which are identification and marketable as such.

Handwritten notes:
Nukhanya
Nalibanya

(g) **OWNERS' ALLOCATION** shall mean and include the entire First Floor flat, Top Floor (Third Floor) Flat No. A measuring more or less 630 Square Feet super built up area and one car parking space in the Ground Floor and one BHK flat measuring more or less 300 Square Feet super built up area in the new proposed G + 3 storied building in the below Schedule 'A' property. Owner will get an amount for rent as shifting charges from the date of handover of physical possession after Building Plan sanctioned from KMC till the intimation of possession of Owner's allocation in the new proposed building. Cost and expenses in connection of loading and unloading of the household materials of the Owner will be born by the Developer. Owner will get Rs.1,00,000/- by Cheque No. 923775 of U.B.I. dated 14.03.2019, Behala Chowrasta Branch at the time of execution of this Agreement as per memo below :-

BE IT NOTED that if there is any excess or less Square Feet built up area arises on the above referred built up Square Feet area that will be calculated on the basis of the valuation given by the registry office at

Naitanyee Mukherjee

Naitanyee

that time and that will be paid or given by the parties herein as per situation.

(h) **DEVELOPER'S ALLOCATION** shall mean the entire balance constructed area after giving the Owner's allocation as described in the Clause No.(g) herein above.

2. The Developer shall provide the entire finance required for making construction on the said property and owner shall not be entitled to interrupt and/or interference unnecessary in the construction works .

3. The Developer shall bear and pay all expenses to be incurred for the purpose of sanction of building plan and construction of the said building .

4. The Developer shall deliver the flat to the Owner as mentioned Owner's allocation within 30 calendar months from the date of sanction of the plan after handing over the peaceful vacant possession of the existing

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structure and premises to the Developer by the Owner herein subject to Force Majure clause which is /are beyond the control of the Developer herein subject to Force Majure Clause which is/are beyond the control of the Developer herein.

5. The Owner will execute and/or register (if necessary) all papers, documents, declarations at the cost of Developer and if necessary in the Agreement for Sale between Developer and intending buyers of Developer's allocation .

6. The Developer shall after completion of the building on or before shall give notice in writing to the Owner to take possession of the Owner's allocation completed in all respect as mentioned in the Schedule 'B' hereunder written . The Developer will be entitled to handover the possession to his purchaser/s from his allocated portion after offering the owners.

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A.D.S.R. Behala

18 APR 2019

Dist.- South 24 Pgs.

7. That both the Developer and the Owner will be entitled to transfer or dispose off their units or respective allocation in the said building without in any way disturbing the common facilities thereof with the exclusive right to deal with entire into agreement, sale and transfer the same without any claim, right, demand, interest whatsoever and howsoever of the either party hereto and shall not in any way interfere with or disturb with peaceful possession of either party's allocation by the other.

THE OWNER HEREBY COVENANTS WITH THE DEVELOPER AS FOLLOWS :-

(a) That the Owner or any person on their behalf shall not cause any interference or hindrance in the construction of the building.

(b) That the Owner did not and/or will not in any manner encumber, sell, mortgage, transfer let out

Maitrayee Mukherjee

or otherwise deal with or dispose of the premises or any portion thereof except in the manner as expressly provided therein .

(c) That the Owner shall not do any act or thing whereby the Developer may be prevented from entering into any agreement for the Developer's allocation in the manner as expressly provided herein.

(d) Owner must provide all sorts of co-operation at the time of demolition of his existing building and for that Owner individually or alongwith the Developer in any place if required.

(e) Owner will give all sorts of relevant papers and documents to prove his Owner's individual identity in respect of physical possession in connection of her property at her own cost and liability .

(f) The Owner shall make the property free from all encumbrances and shall pay mutation costs, all

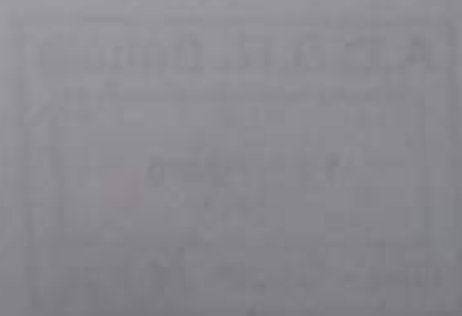
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arrear taxes in her name and take tax clearance certificate from KMC at his own costs.

(g) That main connection of the main electric connection and transformer cost, sewerage connection and also the incidental expenses of such purposes shall be borne by all the flat owners excepting the Owner herein. The Owners shall also bear the costs of their individual meter.

(h) The Developer shall be entitled to sell his commercial spaces from Developer's allocation (if any) to any persons. The owner and the other flat owners of the building will not be able to give any objection for such sale.

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**THE DEVELOPER HEREBY COVENANTS WITH THE
OWNER AS FOLLOWS :-**

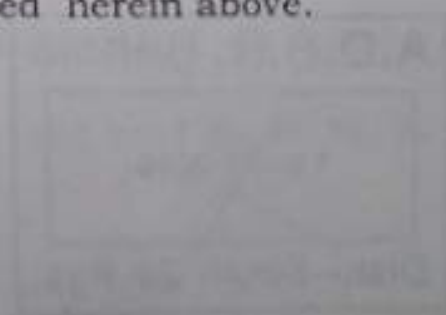
(a) Not to transfer or assign the benefits of this Agreement without the Owner's consent in writing.

(b) Not to deal with or enter into any agreement with any person for sale, transfer, Lease, let out or otherwise deal with subject to the owner's allocation in the building and except in manner as stated herein .

(c) Owner's allocation in separate units should be handed over firstly to the owner peacefully and in habitable condition on or before completion of construction within the time limit of maximum 30 calendar months as mentioned herein above.

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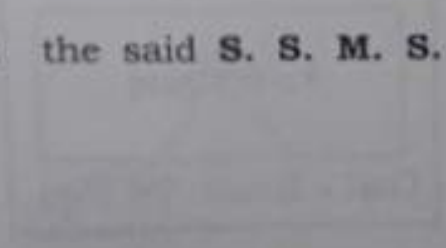
**GENERAL POWER OF ATTORNEY RELATED WITH
DEVELOPMENT AGREEMENT AS MENTIONED
EARLIER**

KNOW ALL MEN BY THESE PRESENTS that I, **SMT. MAITREYEE MUKHERJEE** (PAN - BGBPM9507N), daughter of Late Salil Kumar Mukherjee, by faith - Hindu, by occupation - Service, by Nationality - Indian, residing at 139/A/2, Becharam Chatterjee Road, Kolkata - 700034, hereinafter called and referred to as "the **PRINCIPAL** .

WHEREAS I am the absolute Owner of a land measuring more or less 4 (Four) Cottahs 10 (Ten) Chittacks 32 (Thirty Two) Square Feet being Postal Premises No.139/A/2, Becharam Chatterjee Road, KMC Premises No. 574, Becharam Chatterjee Road, Ward No.128, Police Station- Behala now Parnasree, Kolkata - 700034.

AND WHEREAS I do hereby nominate, constitute and appoint the said **S. S. M. S. CONSTRUCTION** (PAN -

Maitreyee Mukherjee



ADHFS5123L) a Partnership Firm having its office 70, Raja Ram Mohan Roy Road, (being mailing address 64/2/25 Raja Ram Mohan Roy Road, [previously Biren Roy Road (East)], Police Station- Thakurpukur now Haridevpue, Ward No. 122, Post Office - Barisha, Kolkata - 700008, being represented by its Partners namely **(1) SRI RUPAK GANGULY** (PAN - AHHPG3780D), son of Late Dinesh Chandra Ganguly, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 15/52, Banamali Ghosal Lane, Post Office & Police Station- Behala, Kolkata - 700034, District : 24-Parganas (South), **(2) SRI MITHAI LAL CHOWDHURY** (PAN - AEUPC5298Q), son of Late Pyarelal Chowdhury, by faith -Hindu, by Nationality - Indian, by occupation - Business, residing at 339/16/6, Kalipada Mukherjee Road, Behala East Park, Police Station - Haridevpur, Post Office - Barisha, Kolkata - 700008, District : 24-Parganas (South), **(3) SRI SAMIR KUMAR BARAL** (PAN - AFVPB1952Q), son of Late Sudhir

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Ranjan Baral, by faith -Hindu, by Nationality - Indian, by occupation - Business, residing at 28B, Bidhu Bhushan Sengupta Road, Post Office - Behala, Police Station- Parnasree, Kolkata - 700034, **(4) SRI SUBHAS DEBNATH** (PAN -AEXPD2856A), son of Late Jogesh Chandra Debnath, by faith - Hindu, by occupation - Business, by Nationality-Indian, residing at 583/N, Dr. A.K. Paul Road, Post Office - Behala, Police Station- Parnasree, Kolkata - 700034 and **(5) SRI SANJAY ROY** (PAN -ANCPR6732M), son of Late Gopal Chandra Ray, by faith - Hindu, by occupation - Business, by Nationality-Indian, residing at 12/2A, Thakurtala Road, 124, Barisha, Post Office - Barisha, Police Station- Haridevpur, Kolkata - 700008, District: South 24 Parganas, to be my lawful **ATTORNEYS** in respect of my property mentioned in the Schedule hereunder written and I do hereby authorize and empower our said **ATTORNEYS** for me and on my behalf to do

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execute and perform all or any acts, deeds and things hereinafter mentioned that is to say :-

1. To look after, manage develop and construction our property at Postal Premises No.139/A/2, Becharam Chatterjee Road, KMC Premises No. 574, Becharam Chatterjee Road, Ward No.128, Police Station- Behaia now Parnasree, Kolkata - 700034 as may be necessary for the said Property and for any lawful purpose and to do all or any of the acts, deeds, matters and things as agreed by make and to sign, execute and register all papers and documents as the said **ATTORNEY** shall at his discretion think proper.

2. To sign, execute, affirm and verify all letters, application, petitions and all other documents, papers and also to sign and submit building plans as may be necessary from time to time or required to be filed before the Kolkata Municipal Corporation and other appropriate Government Departments of Authorities in connection with

Maitreyee Mukherjee

the said Property and also to obtain sanctioned building plans from the Kolkata Municipal Corporation.

3. To defend or contest all or any suit, applications, revisions, appeals, criminal proceedings or other legal proceedings in any court of Law which may hereinafter be instituted against the Appointer by any reason or party concerning or relating to the said Property and to take appropriate steps and to do all necessary acts, deeds, matters and things as the **ATTORNEY** shall at his discretion think proper.

4. To appear and to represent the Appointer in respect of the said Property before the Kolkata Municipal Corporation and/or any Departments and any court of Law and to take appropriate steps on behalf of the Appointer and to apply for and obtain necessary orders, sanctions and/or, discretions and/or reliefs as the said **ATTORNEY** shall think proper.

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5. To appeal, review, applications, revisions, before the appellate authority or other appropriate authorities and the Court of Law against the decision of the Kolkata Municipal Corporation or any other authority or authorities in connection with the said property.
6. To appoint Architect/L.B.S., prepare building plan, sign and execute building plans, obtain or collect sanctioned building plan from the Kolkata Municipal Corporation at the costs of the **ATTORNEY**.
7. To apply for obtaining water, sewerage, electricity and other public utility service in or upon the said Property as the said **ATTORNEYS** shall think proper.
8. The **ATTORNEYS** shall have power to sign and execute any Agreement(s) for Sale with prospective Purchaser(s) in connection with sale of the Developer's Allocation in the said Property particularly described in the

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said Agreement for Development and also to take or to collect in his name or his Firm's name such amount as advance or earnest money or total consideration money and to issue valid receipts thereof.

9. The **ATTORNEYS** shall execute by signing on the deeds of Conveyance or assignments in respect of Developer's Allocation particularly described in the said Agreement for Development and shall present the same before the appropriate authority for registration and admit execution thereof and to receive or collect the consideration money in his name or his Firm's name and to issue valid receipts thereof on our behalf.

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10. The sale proceeds/price of Developer' Allocation shall belong to the Developer only.

AND I do hereby ratify and confirm and agree to ratify and confirm all and whatsoever the above named **ATTORNEYS** acting as aforesaid shall lawfully do.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the property which is the subject matter of the Development Agreement and General Power of Attorney)

ALL THAT a plot of land measuring an area of 4 (Four) Cottahs 10 (Ten) Chittacks 32 (Thirty Two) Square Feet situated in District : South 24-Parganas, Mouja - Behala, R.S. Dag No. 9492, Khatian No. 7050, Touji No. 346, J.L. No. 2, being Postal Premises No.139/A/2, Becharam Chatterjee Road, KMC Premises No. 574, Becharam Chatterjee Road, Ward No.128, Police Station-Behala now Parnasree, Kolkata - 700034

ON THE NORTH : By the land of Shri Sailendra Nath Das

ON THE SOUTH : By the land of Robindra Poddar and Manindra Nath Das

ON THE EAST : By a 16 Feet (Sixteen Feet) Municipal Road

ON THE WEST : By the land of Shri Subodh Basu and others togetherwith two storied buildings thereon .

Zone :- 2 Becharam Chatterjee Road (Rest Ward 128 to

Becharam Chatterjee

THE SECOND SCHEDULE ABOVE REFERRED TO
(Owners' Allocation)

OWNERS' ALLOCATION shall mean and include the entire First Floor flat, Top Floor (Third Floor) Flat No. A measuring more or less 630 Square Feet super built up area and one car parking space in the Ground Floor and one BHK flat measuring more or less 300 Square Feet super built up area in the new proposed G + 3 storied building in the below Schedule 'A' property. Owner will get Rs.1,00,000/- by cheque No. 923775 of U.B.I. Behala Chowrastha dated 14.03.2019 at the time of execution of this Agreement and also Owner will get an amount for rent as shifting charges from the date of handover of physical possession after Building Plan sanctioned from KMC till the intimation of possession of Owner's allocation in the new proposed building. Cost and expenses in connection of loading and unloading of the household materials of the Owner will be born by the Developer.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Developer's Allocation)

DEVELOPER'S ALLOCATION shall mean the entire balance constructed area after giving the Owner's allocation as described in the Clause No.(g) herein above togetherwith undivided proportionate share of land and all common portions and common area, facilities and amenities thereto.

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2. The Developer shall provide the entire finance required for making construction on the said property and owner shall not be entitled to interrupt and/or interference unnecessary in the construction works .
3. The Developer shall bear and pay all expenses to be incurred for the purpose of sanction of building plan and construction of the said building .
4. The Developer shall deliver the flat to the Owner as mentioned Owner's allocation within 24 calendar months from the date of sanction of the plan after handing over the peaceful vacant possession of the existing structure and premises to the Developer by the Owner herein .
5. The Owner will execute and/or register (if necessary) all papers, documents, declarations at the cost of Developer and if necessary in the Agreement for Sale

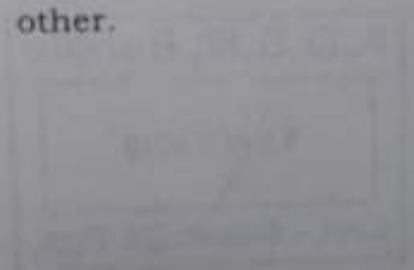
Neelkanth Mukherjee

between Developer and intending buyers of Developer's allocation .

6. The Developer shall after completion of the building on or before shall give notice in writing to the Owner to take possession of the Owner's allocation as mentioned in the Schedule 'B' hereunder written .

7. That both the Developer and the Owner will be entitled to transfer or dispose off their units or respective allocation in the said building without in any way disturbing the common facilities thereof with the exclusive right to deal with entire into agreement , sale and transfer the same without any claim, right, demand, interest whatsoever and howsoever of the either party hereto and shall not in any way interfere with or disturb with peaceful possession of either party's allocation by the other.

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THE FOURTH SCHEDULE ABOVE REFERRED TO
(Specification)

SUPER STRUCTURE :-

Building design on R.C.C. frame as per design by the Civil Engineer and duly approved by the K.M.C. of National Building Code of West Bengal.

GENERAL :-

The Building shall be R.C.C. framed structure as per design of the consulting Engineer.

BRICK WALL :-

All exterior and interior walls shall be quality bricks approved by the Engineer.

FLOORING SKIRTING :-

2' x 2' Marble finish and open terrace made of cemented flooring.

Maitreyee Mukherjee

PLASTER :-

The outside of the Building will have plaster $\frac{1}{2}$ " thick (average) inside plaster will be $\frac{1}{2}$ " thick (average).

INTERNAL FINISH :-

Plaster of paris for inside walls and ceiling.

DOORS AND WINDOWS :-**MAIN ENTRANCE DOOR :-**

Flash door painted on both sided as approved by the Engineer.

Wooden door frame as approved by the Engineer.

Peer-hole.

OTHER DOORS :-

Commercial flush door painted on both side.

Wooden frame as approved by the Engineer.

Long tower bolt from inside.

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A.D.S.R. Behala
18 APR 2019
Dist.- South 24 Pgs.

WINDOWS :-

All windows frames will be made of quality M.S. approved by the Engineer and grills would be of mild steel covered by sliding translucent glass and suitably painted.

The window of the toilet shall have translucent glass. All windows shall be provided with M.S. accessories for fixing and locking.

TOILET :-

Indian/ Anglo-Indian/ European type in one toilet with cistern and one tap side of commode .

Glazed tiles for 6'-6" height above the floor level.

Shower in toilet of best Indian toilet fitting alongwith one geyser point will be provided in only one toilet .

Two taps in the toilet one is by the side of commode.

KITCHEN :-

Kitchen will have a black stone slab.

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Glazed tiles for 2'-2V2" height above the cooking table.

One sink with water tap and one tap under the sink.

STAIRCASE & LANDING :-

Steps and landing shall have marble finish.

Hand railing made of M.S. baluster and post.

ROOF :-

Over the R.C.C. roof slab concrete screening with water proofing compound and net cement finish top.

3-0" height parapet wall plastered on both sides shall be provided all round the roof slab.

Suitable rain water for proper drainage of water from roof.

ELECTRICAL

- ❖ Three light points in the bed room, one 5amp plug point. One separate point for Air Conditioner in one bed room only .

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- ❖ Three light points in the drawing-cum-dining room, one 5 amp plug point, one 15amp plug point.
- ❖ One refrigerator point in drawing-cum-dining room, 15amp plug point each in drawing-cum-dining room, fan point.
- ❖ One light point, one exhaust fan point, one 5amp plug point in kitchen.
- ❖ One light point of each toilet, one exhaust fan point in one toilet.
- ❖ All wiring shall be conceals type P.V.C. conduit piping with copper wiring.
- ❖ One wash basin in dining-cum-drawing space with
- ❖ One light point in each landing of the staircase shall be provided, one calling bell point of each Flat.

Maitrayee Mukherjee