

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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District Sub-Register-III
Alisore, South 24-persun
17/05/2024

## POWER OF ATTORNEY AFTER

# REGISTERED DEVELOPMENT AGREEMENT

This Power of Attorney is made on this the 17th day of May, 2024 (Two Thousand Twenty Four ) A.D.

BETWEEN

- 9 APR 2024

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niran (Jas no Vendor
Police Court 4 Pas., Koi-27



Jaentified by :
Selin Senh

Advocate

Alripore Judges' Court

Ko1-700027

SUBBUN MALLICK (PAN- CHLPM1S90B & Aadhaar No. 7090 2247 9989) son of Nazrul Mallick, residing at Village- Raypur, P.O-Kanganberia, P.S-Bishnupur, Dist- South 24 Pargnas Pin Code – 743 503 hereinafter referred to as "THE OWNER/PRINCIPAL" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, representative and/or assigns) of the ONE PART.

### AND

M/S ALLVENO HOUSING DEVELOPMENT PRIVATE LIMITED, (PAN AAXCA6676Q) a Company incorporated under the Companies Act, 2013 having its registered office at 152, Diamond Harbor Road, P.S. Thakurpukur, Kolkata - 700063 having CIN U45309WB2022PTC257307, represented by its Directors (1) SUBBUN MALLICK, (PAN CHLPM1590B) (AADHAR NO. 7090 2247 9989), son of Nazrul Mallick, residing at Village-Raypur, P.O-Kanganberia, P.S- Bishnupur, Dist- South 24 Pargnas Pin Code -743 503, (2) MONALISA SEIKH (PAN GPZPS7219D) (AADHAR NO. 7820 1878 5430), daughter of Sk Munnaf Ali, wife of Subbun Mallick, residing at Village-Raypur, P.O- Kanganberia, P.S- Bishnupur, Dist- South 24 Pargnas Pin Code no. 743 503, (3) SK ROHAN ALI, (PAN DPUPR5794J) (AADHAR NO. 4436 7736 8559), son of Sk Munnaf Ali, residing at Village- Raypur, Kanganberia, P.S- Bishnupur, Dist- South 24 Pargnas Pin Code - 743503 hereinafter referred to as "THE ATTORNEY" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the OTHER PART.

WHEREAS one Nanilal Hudait was seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of land measuring about 08 decimal out of 16 decimal of danga land recorded in R.S Khatian no. 554/2 lying and situated at R.S & L.R Dag no. 822 of Mouza-Kanganberia, J. L. No. 41, Touzi no. 2,16 R.S no. 93 under P.S. & Sub Registry office - Bishnupur, District- South 24-Parganas.

**AND WHEREAS** said Nanilal Hudait while was seized and possessed of the aforesaid land measuring about 08 decimal out of 16 decimal of danga land recorded in R.S Khatian no. 554/2 lying and situated at R.S & L.R Dag no. 822 of **Mouza-Kanganberia**, J. L. No. 41, Touzi no. 2,16 R.S no. 93 under P.S. & Sub Registry office - Bishnupur, District- South 24-Parganas, died intestate leaving behind him his only son Kalipada Hudait as his legal heirs and successor.

AND WHEREAS said Kalipada Hudait after inherited the aforesaid land from his deceased father Nanilal Hudait and while was seized and possessed of the aforesaid land measuring about 08 decimal out of 16 decimal of danga land duly recorded his name in the R.S Records of Rights in R.S & L.R Dag no. 822 of Mouza-Kanganberia, J. L. No. 41, Touzi no. 2,16 R.S no. 93 under P.S. & Sub Registry office - Bishnupur, District- South 24-Parganas.

AND WHEREAS one Panu Charan Pal son of Jharu Nath Pal of Village-Barkalikapur, P.S- Bishnupur, Dist- South 24 Parganas, was seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of land measuring about 80 decimal of Shali land recorded in R.S Khatian no. 527 lying and situated at R.S & L.R Dag no. 813 and ALL THAT piece and parcel of land measuring about 13 decimal of Shali land recorded in R.S Khatian no. 527 lying and situated at R.S & L.R Dag no. 814 of Mouza- Kanganberia, J. L. No. 41, Touzi no. 2,16 R.S no. 93 under P.S. & Sub Registry office - Bishnupur, District- South 24-Parganas.

AND WHEREAS said Panu Charan Pal son of Jharu Nath Pal while was in possessed of ALL THAT piece and parcel of land measuring about 80 decimal of Shali land recorded in R.S Khatian no. 527 lying and situated at R.S & L.R Dag no. 813 and ALL THAT piece and parcel of land measuring about 13 decimal of Shali land recorded in R.S Khatian no. 527 lying and situated at R.S & L.R Dag no. 814 of Mouza-Kanganberia, J. L. No. 41, Touzi no. 2,16 R.S no. 93 under P.S. & Sub Registry office - Bishnupur, District- South 24-Parganas, sold transferred and conveyed the 47 decimal out of 80 decimal of Shali land recorded in R.S Khatian no. 527 lying and situated at R.S & L.R Dag no. 813 and 07 decimal out of 13 decimal of Shali land recorded in R.S Khatian no. 527 lying and situated at R.S & L.R Dag no. 814 of Mouza-Kanganberia, J. L. No. 41, Touzi no. 2,16 R.S no. 93 under P.S. & Sub

Registry office - Bishnupur, District- South 24-Parganas in favour of Kalipada Hudait son of Nanilal Hudait and delivered khass possession of the land by a Deed of Sale dated 14/06/1991, registered at A.D.S.R-Bishnupur and recorded in Book no. 1, Volume no. 13, Pages from 142 to 145, being Deed no- 1642 for the year 1991

AND WHEREAS said Kalipada Hudait became the sole and absolute owner of the Said Property and duly recorded his name in the Records of Rights maintained by the B.L. & L.R.O. Bishnupur- II, South 24 Parganas and while he was possession of his ALL THAT piece and parcel of Bastu land measuring about 08 decimal out of 16 decimal of land in Dag No. 822 and 47 decimal out of 80 decimal of land in Dag no. 813 and 7 decimal out of 13 decimal of land in Dag no. 814 in Mouza- Kanganberia, P.S. & Sub Registry office - Bishnupur, Touzi No. 2, 16, J.L. No. 41, Re. Sa. No. 116, recorded in R.S Khaitan no. 554/2 and 527 and L.R Khatian no. 441 said Kalipada Hudait authorized and empowered MD. AZHAR as his lawful constituted attorney to do all the legal acts and things on his behalf by virtue of a Power of Attorney dated 24.10.2016 duly registered in the office of A.D.S.R Bishnupur, recorded in Book No. IV, volume No. 1613-2016, Pages from 7331 to 7343, Being No. 161300372 for the year 2016.

AND WHEREAS The said Kalipada Hudait through his constituted Attorney MD. AZHAR sold conveyed and transferred ALL THAT piece and parcel of Bastu land measuring about 08 decimal out of 16 decimal of land in Dag No. 822 and 47 decimal out of 80 decimal of land in Dag no. 813 and 7 decimal out of 13 decimal of land in Dag no. 814 in Mouza- Kanganberia, P.S. & Sub Registry office -Bishnupur, Touzi No. 2, 16, J.L. No. 41, Re. Sa. No. 116, recorded in R.S Khaitan no. 554/2 and 527 and L.R Khaitan no. 441 alongwith other several land in other Dag nos. in favour of SUBBUN MALLICK the land owner herein, by virtue of Bengali Bikroy Kobala dated 04.11.2016, registered in the office of A.D.S.R, Bishnupur, recorded in Book No. I, volume No. 1613-2016, Pages from 125831 to 125823, Being No. 161305747 for the year 2016.

**AND WHEREAS** the Owner herein being seized and possessed of and/ or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu land measuring about 08 decimal out of

16 decimal of land in Dag No. 822 and 41 decimal out of 80 decimal of land in Dag no. 813 and 7 decimal out of 13 decimal of land in Dag no. 814 in **Mouza- Kanganberia**, P.S. & Sub Registry office -Bishnupur, Touzi No. 2, 16, J.L. No. 41, Re. Sa. No. 116, recorded in R.S Khaitan no. 554/2 and 527 and L.R Khatian no. 441 within the limits of Kanganberia Gram Panchayat, A.D.S.R. Bishnupur District South 24 Parganas more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written having undivided share therein duly mutated his name in the L.R Records of Rights which was finally published vide L.R Khatian no. 3226 of Mouza-Kanganberia.

**AND WHEREAS** the said Owner herein i.e. **SUBBUN MALLICK** after mutated the Said Property in his name and converted the said Property from Danga to Housing Complex vide Conversion Certificate dated 02.12.2021 having Memo No. 57(C)/63/4784/P/21 issued from the office of District Land and Land Reforms officer South 24 Parganas.

**AND WHEREAS** the Owner herein will submit the Building plan/s for sanction before the office of Kanganberia Gram Panchayat/concerned authority for construction of bunglows at the said property.

**AND WHEREAS** in terms of the Development Agreement being no.

dated 17/05/2024 registered in the office of DSR III Alipore the principal executing this Development Power of Attorney in favour of the Developer namely M/S ALLVENO HOUSING DEVELOPMENT PRIVATE LIMITED, (PAN AAXCA6676Q) a Company incorporated under the Companies Act, 2013 having its registered office at 152, Diamond Harbor Road, P.S. Thakurpukur, Kolkata - 700063 having CIN U45309WB2022PTC257307, represented by its Directors (1) SUBBUN MALLICK, (PAN CHLPM1590B) (AADHAR NO. 7090 2247 9989), son of Nazrul Mallick, residing at Village-Raypur, P.O-Kanganberia, P.S- Bishnupur, Dist- South 24 Pargnas Pin Code -743 503, (2) MONALISA SEIKH (PAN GPZPS7219D) (AADHAR NO. 7820 1878 5430), daughter of Sk Munnaf Ali, wife of Subbun Mallick, residing at Village-Raypur, P.O- Kanganberia, P.S- Bishnupur, Dist- South 24 Pargnas Pin Code

no. 743 503, (3) SK ROHAN ALI, (PAN DPUPR5794J) (AADHAR NO. 4436

Kanganberia, P.S- Bishnupur, Dist- South 24 Pargnas Pin Code - 743503

7736 8559), son of Sk Munnaf Ali, residing at Village- Raypur,

hereinafter referred to as "THE ATTORNEY" (which expression unless excluded by or repugnant to the subject or context shall include any other person whom the Developer 'may authorize in addition or to substitute of the above named Partners), jointly and/or severally to do all acts deeds and things as and for the purpose relating to the Subject Property and the Project and the related purposes hereinafter contained:

- A. **NOW KNOW YE BY THESE PRESENTS**, I the Principal above named do hereby nominate constitute and appoint the said Attorney as the true and lawful attorney for and on behalf of the Principal to do execute exercise and perform all or any of the following acts deeds matters and things relating to the Subject Property and the Project and related purposes i.e. to say:
- 1. To manage maintain protect and secure the Subject Property and do all acts deeds and things in connection therewith.
- 2. To apply for and obtain mutation, conversion, amalgamation, separation, updating, correction, modification, alteration or other recording in respect of the Subject Property or any part thereof from the Kanganberia Gram Panchayat, B.L & LRO, the DL & LRO, Municipal authorities, Zilla Parishad, Planning Authority, Development Authority, Collector District Magistrate (including ADM) and any other appropriate authorities as may be deemed fit and i proper by ,the Attorneys or any of them.
- 3. To accept or object to the assessments of land revenue or municipal taxes or property taxes in respect of the Subject Property or any part or share thereof and to attend all hearings and have the same finalized.
- 4. To pay all rates, taxes, land revenue, electricity charges, other charges expenses and other outgoings whatsoever payable in respect of\*the Subject property or any part thereof or the existing buildings or structures thereon or New Buildings for the time being thereon or any part or parts thereof and receive refund of the excess amounts, if paid, from the concerned authorities and to grant and discharges in respect thereof.
- 5. To deal with any person owing, occupying or having any right title or interest in the Subject Property or any other property adjacent to or near the Subject Property in respect of the development of the Subject Property in such

manner and on such terms and conditions as the Attorneys or any of them may deem fit and proper.

- 6. To deal with fully and in all manner and to warn off and prohibit and if necessary proceed in due from of law against any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and to enter into all contracts and arrangements with them as the Attorneys may deem fit and proper.
- 7. To cause survey, soil test, excavation and other works in the Subject Property.
- 8. To prepare apply for and obtain sanction of new plans in respect of any New Individual Bunglows or any other constructions at the Subject Property as part of the Project Site or otherwise.
- 9. To prepare, apply for sign and submit plans, specifications, designs, maps and sketches for approval or sanctioning by the Kanganberia Gram Panchayat or any other concerned authorities having jurisdiction and to have the same sanctioned and if required to have the same modified revised altered and/or renewed.
- 10. To pay fees and obtain sanction modification revision alteration and/or such other orders and permissions as be expedient therefor.
- 11. To sign and submit all declaration, undertakings, affidavits required by any authority for the purpose of sanction /modification /alteration/renewal of the plans for any construction at the Subject Property.
- 12. To apply for and obtain temporary and/or permanent connections of all services, water, electricity, telephone, gas, power, drainage, sewage, generators, transformers, septic tanks, security systems, dish antenna, towers, electronic or technical connections, mechanized parking, and/or other utilities inputs and facilities from the appropriate authorities and statutory bodies or private bodies or service providers and/or to make alterations therein and to close down and/or have disconnected the same.
- 13. To apply for and obtain any permission clearance and license to erect and run/operate and/or maintain generator, car parking and any other utility

input or facility in the Building Complex or any part thereof including those mentioned in the last mentioned clause herein above .

- 14. To repair, construct erect and raise boundary walls in and around the Subject Property or proportions thereof and also any temporary sheds and spaces for storage of building materials and running of site office and we construct any other structure for the Project or any part thereof.
- 15. To carry out any Development Activity including construction, addition, alteration, demolition, erection, re-erection, addition or alteration and any other related activity at the Subject Property or any part thereof.
- 16. To apply for and obtain all permissions, approvals, licenses, registrations, clearances, no objection certificates, quotes, sides, incentives, exemptions, discounts, waivers, entitlements and allocations of cement, steel, bricks and other building materials, in respect of the Project and/or in respect of any input, utility or facility to be installed, run, made operative and managed threat from all State or Central Government Authorities and Statutory or other bodies and authorities concerned and any service providers.
- 17. To appoint, employ, engage or hire, contractors, sub-contractors, structural engineers, civil engineers, surveyors, overseers, experts, consultants, bastu consultants, chartered accountants, supervisors, security guards, personnel and/or such other persons or agents as may be required in respect of the Project or any aspect or part thereof including for survey and soil testing and also for preparation, modification, alterations, sanctioning extension, revalidation etc of plans or approvals or clearances and also for any Development Activity and for the other purposes herein stated on such terms and conditions as the Attorneys or any of them may deem fit and proper and to cancel, alter or revoke any such appointment or collaboration.
- 18. To appoint or collaborate with organizations and process in connection with Facility Management, Common Area Management and any other Assembly Commercial or Mercantile uses on such terms and conditions as the Attorneys or any of them may deem fit and proper and to cancel, alter or revoke the any such appointment or collaboration.

- 19. To do all necessary acts deeds matters and things for complying with all laws rules regulations bye-laws ordinances etc. for the time being in force with regard to the Project.
- 20. To apply for and obtain Occupancy or Completion Certificate and the other certificates as may be required from the concerned authorities.
- 21. To insure and keep insured the New Beginnings and other Development Activities or any part thereof or any materials equipment or machineries against loss or damage by fire earthquake and/or other risks, if and as be deemed necessary and/or desirable by the Attorneys or any of them and to pay all premiums therefore.
- 22. To obtain loans and finance in respect of any aspect of the Project or any Development Activity from any Banks and/or the Financial Institutions by mortgaging and charging the Developer's Allocation in the New Bunglows in accordance with the terms and conditions of the Development Agreement and without however creating any financial obligation upon the Principals.
- 23. To deal with banks and finances and/or their officers and/or assigns in connection with the repayment of dues and to obtain any no objection certificates, consents, conditional consents, clearances, releases, redemptions from them.
- 24. To produce or give copies of any original title deed or document relating to the Subject Property.
- 25. To deal with, Transfer and/or part with possession of the Transferable Areas with proportionate share in land of whole or part the Subject Property and other appurtenances.
- 26. To grant consent and No Objection Certificate and permit the Purchasers of Bunglows, Parking Spaces and other Transferable Areas to take loans or finances from any Banks or Financial Institutions.
- 27. To advertise and publicize the Building Complex or any part thereof in any media and too appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the same in terms of the Development Agreement.

- 28. To ask, demand, recover, realize and collect the Realizations amounts and/or any parts thereof receivable in respect of any Transfer of the Transferable Areas in the manner and as per the terms and conditions of the Development Agreement and to deposit the same in the specific accounts as per the Development Agreement and to issue receipts to the Purchaser/s accordingly which shall fully exonerate the person or persons paying the same.
- 29. To do the Marketing of the Transferable Areas in the Project with the proportionate share in land and other appurtenances thereof to such person or persons and at such consideration as the Attorneys or any of them may deem fit and proper and to receive the receivable amounts in respect thereof and issue receipts, acknowledgements and discharges therefor to fully exonerate the person or persons paying the same.
- 30. To negotiate, take bookings and applications of whatsoever nature in respect of Transfer of any Transferable Areas and if necessary to amend, modify, alter or cancel the same in terms of the Development Agreement.
- 31. To receive the amounts receivable in respect of any Transfer made in terms of Development Agreement and issue receipts, acknowledgements and discharges therefore and to fully exonerate the person or persons paying the same. The owners' allocations of the received amount will be deposited in the Bank account of the owners.
- 32. To prepare sign execute and/or deliver all papers, documents, agreements, supplementary agreements, nominations, assignments, sale deeds, conveyances, leases, licenses, mortgages, charges, tenancies, declarations, forms, receipts and much other documents and writings in any manner as be required to be so done and as may be deemed fit and proper by the Attorneys or any of them in respect of the Transfer of Transferable Areas.
- 33. To enforce any covenant in any agreement deed or any other contracts or documents of transfer executed by the Principals and the Developer and to exercise all rights and remedies available to the Principals and the Developer there under.

- 34. To terminate or cancel any contract, agreement, and right of occupancy user enjoyment with any Transferee and exercise such rights as may be available in respect of such termination or cancellation.
- 35. To ask demand, sue, recover realize and collect Extras and Deposits (as defined and described in the Development Agreement) which are or may be due payable or recoverable from any Transferee or any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
- 36. To have the Bunglows transferred to the Intending Purchaser/s to be separately assessed and mutated in the names of the respective Purchaser/s in all public records and with all authorities and/or persons and to deal with such authority and/or persons having jurisdiction and to deal with such authority and/or authorities in such manner as the Attorneys or any of them may deem fit and proper.
- 37. To deal with any claim of any third party in respect of the Subject Property and to oppose or settle the same.
- 38. To look after all or any of the acts relating to Common Purposes including the management, maintenance and administration of the Building Complex and to form any Association, Society Syndicate, Company or other body for the Common Purposes.
- a. To contest or challenge any proceeding relating to vesting or acquisition or requisition or relating to any encumbrance, obligation or liability on the Subject Property or any part thereof and to attend hearings and object or settle with them and to receive compensation and other moneys payable in respect of acquisition and/or requisition. Of the Subject Property or any part thereof and utilize the same in accordance with the terms and conditions of the Development Agreement.
- 39. To deal with the Government of the West Bengal or any department or authority in connection with the compliance of any existing or new laws or provisions affecting the Project.
- 40. For all or any of the purposes herein stated to appear and represent the Principal before the Kanganberia Gram Panchayat, Kolkata Improvement

Trust, Zilla Parishad, MED, Collector, District Magistrate, ADM, Municipality/ Panchayat, Fire Brigade, Planning Authority Development Authority, the Authorized Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoter's ) Act 1993, the authorities under The West Bengal Act, Registrar of Co-operative any other Society Registrar of Companies the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976; the authorities under the West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, Town and Country (Planning and Development) Act, Apartment Ownership Act, Societies Registration Act, Cooperative Societies Act, Companies Act. Development Authority, Pollution Control Authorities, Environment Authorities, Licensing Authorities, Police Authorities, Traffic Department, Directorate of Fire Services, Directorate of Electricity, Insurance Companies, Electricity Water and other services provider organizations, Land Acquisition Collector and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi-Judicial, land and other authorities and all private bodies and service providers and all other persons and also all courts tribunals and appellate authorities and do all acts deeds and things as the Attorney or any of them may deem fit and proper.

- 41. To appear and represent the Principal before any Notary Public Registrar of Assurance, District Registrar, Sub-Registrar, Additional Registrar, Metropolitan Magistrate and/or other officer or officers or authority or authorities having jurisdiction and to present for registration before them and admit execution and to acknowledge and register and have registered and perfected and/or notarized and/or affirm or declare all documents instruments and writings executed by the Attorneys or any of them by virtue of the powers hereby conferred.
- 42. To commence prosecute enforce defend answer and oppose all actions suits writs appeals revision, review arbitration proceedings and other legal proceedings and demands civil, criminal or revenue concerning and/or touching any of the matters herein stated and if thought for to compromise settle, refer to arbitration, abandon and submit to judgment or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue Arbitration Tribunal, any other Tribunal, Collector Judicial or Quasi-Judicial authorities and forums. Statutory authorities,

presiding officers, authorized officers etc to sign declare verify and/or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding and to adduce oral and documentary evidences as the occasion shall require and/or as the Attorneys or any of them may think fit and proper.

- 43. To apply for obtain, accept and receive any original or copies of clearances, certificates, permissions, no objections, licenses, notices summons and services of papers from any Court, Tribunal, postal authorities and/or persons.
- 44, To receive refund to express amount of fee or other amounts, if any, paid for the purposes herein stated and to give valid and effectual receipts in respect thereof.
- 45. To receive all letters parcels or other postal articles and documents in respect of the Subject Property and to grant proper and effectual receipts thereof.
- 46. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtars and to revoke such appointments.
- **AND GENERALLY** to do all acts deeds and things for better exercise of the authorities herein contained relating to the Subject Property and the Project and related purposes which the Principal itself could have lawfully done under their own hands and seal, if personally present AND the Principal doth hereby ratify and confirm and agree to ratify and confirm all and whenever their said Attorney or Attorneys have done or shall lawfully do or cause to be done in or about the premises aforesaid.
- **AND** it is clarified that while exercising the powers and authorities hereby conferred on the said Attorneys, they or any of them shall not do any act deed or thing which would go against the provisions of the Development Agreement and by executing this Power of Attorney the obligations of the Principal or consequences for non compliance under the Development Agreement shall not be affected.

## 47. POWERS OF ATTORNEY AND OTHER POWERS:

- 47.1. The Owner shall execute and/or register one or more Power or Powers of Attorney in favour of the Developer or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising here from. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives.
- 47.2. While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.
- 47.3. It is clarified, that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owner from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 47.4. The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 47.5. It is understood that to facilitate the construction and sales of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner Power of Attorney and/or such Additional shall execute authorization as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

47.6. The Building Complex shall be known as <u>"GOLDEN MIRROR"</u> or by such name as may be solely decided by the Developer.

### 48. GENERAL:

- 48.1 Nothing in this Agreement is intended to or shall be construed as a transfer or assignment of the said property or any part thereof or any right, title or interest therein or the possession thereof in favour of the Developer Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that the transfer of possession and/or title is not intended to and shall not take place by virtue of this Agreement.
- 48.2. In case of any dispute difference or question arising between the parties under this Agreement or with regard to the provisions of this Agreement or interpretation of the terms and conditions or provisions herein contained or anything done in pursuance hereof, the same shall be referred to the arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made upon such arbitration shall be final and binding on the parties hereto. The Arbitrator/s shall be at liberty to proceed summarily and make interim awards.
- 48.3. Courts having territorial jurisdiction on the said property alone shall have the jurisdiction to entertain try and determine all actions suits proceedings arising out of these presents between the parties hereto (including the arbitration proceedings).
- 48.4. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if sent by prepaid registered \*post with acknowledgment due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.
- 48.5 By the Development Agreement, the parties thereto have agreed inter alia, that the Developer would be entitled to the exclusive right to Develop the subject property and the principals and the developer agreed upon the-terms and conditions in respect of the Transfer of transferable areas therein and other aspects of the projects as morefully contained therein.

### THE FIRST SCHEDULE ABOVE REFERRED TO

### (SAID PROPERTY)

ALL THAT piece and parcel of land containing an area of 56 (Fifty Six) Decimal, more or less situated at Mouza - Kanganberia out of which 08 Decimal of land comprised in R.S & L.R. Dag no.822 recorded in L.R Khatian no. 3226 and 41 Decimal of land comprised in R.S & L.R. Dag no. 813 recorded in L.R Khatian No. 3226 and 7 Decimal of land comprised in R.S & L.R. Dag no. 814 recorded in L.R Khatian No. 3226, R.S Khatian no. 554/2 and 527 of Mouza- Kanganberia, J.L. No. 41, Police Station Bishnupur, Pargana Magura, Touzi No. 16 within the limits of Kanganberia Panchayat area, A.D.S.R. Bishnupur District South 24 Pargana And butted and bounded as follows:-

On the North

Land under Dag Nos. 885 of Kanganberia Mouza

On the South:

20 feet wide Road.

On the East

Part of Land in Dag Nos. 822 of Kanganberia Mouza

On the West:

20 feet wide Road.

**IN WITNESS WHEREOF** the parties hereto have executed and delivered this Agreement on the date mentioned above.

### SIGNED SEALED AND DELIVERED by

The Parties in presence of Witness:

1. Selin Senh

rjore Judges Court

2) Noj rul Mi Kangan Leris

Dufted by '-

SELIM SEVH

Alipore Judges & Criminal Court Kolkata - 700 027 Regd. No.- F-1157 OF 2007 Subbun Mallica

Signature of the Owner

Subbun Mallica.

Director
Allveno Housing Development Pvt. Ltd.

3k Robern Ali

Director
Aliveno Housing Development Pvt. Ltd.

Monalisash

Allveno Housing Development Pvt. Ltg.

Signature of the Developers





Name Subbun Malliel
Signature Lubbun Mallice



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger 9	Small Finger
left hand	477				(3)
right hand					

Name Subban Mallice
Signature Subban Mallice





Name Sk Raham Ah'
Signature SK Proteen Al'



Thumb		1 <sup>st</sup> finger M	liddle Finger	Ring Finger S	Small Finge
left hand					
right hand			Hall		

Name Monalisa SK Signature Monalisasu



UISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE

17 MAY 2024



## GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

# **Certificate of Incorporation**

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that ALLVENO HOUSING DEVELOPMENT PRIVATE LIMITED is incorporated on this Twentieth day of September Two thousand twenty-two under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U45309WB2022PTC257307.

The Permanent Account Number (PAN) of the company is AAXCA66760

The Tax Deduction and Collection Account Number (TAN) of the company is CALA32536A

Given under my hand at Manesar this Twentieth day of September Two thousand twenty-two.

DS MINISTRY OF CORPORATE AFFAIRS 10

Digital Signature Certificate Mr. N.VAIRAMUTHU

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on <a href="https://www.mca.gov.in">www.mca.gov.in</a>

Mailing Address as per record available in Registrar of Companies office:

ALLVENO HOUSING DEVELOPMENT PRIVATE LIMITED 152, Diamond Harbor Road, P.S. Thakurpukur, Kolkata, Kolkata, West

Bengal, India, 700063

<sup>\*</sup> as issued by the Income Tax Department

# Major Information of the Deed

Deed No :	I-1603-08211/2024	Date of Registration	17/05/2024	
Query No / Year	1603-8001236303/2024	Office where deed is registered		
Query Date	17/05/2024 12:22:00 PM	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name, Address & Other Details	SALIM SEKH Thana: Alipore, District: South 24-P Status: Advocate		Mobile No. : 9836848308	
Transaction		Additional Transaction		
[0138] Sale, Development I Development Agreement	Power of Attorney after Registered	[4308] Other than Immov Agreement [No of Agree	/able Property,	
Set Forth value		Market Value	ment. 2j	
Rs. 3/-		Rs. 48,67,128/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 100/- (Article:48(g))		Rs. 53/- (Article:E, E, M(	h))	
Remarks	Development Power of Attorney after No/Year]:- 160308192/2024	Registered Development A	Agreement of [Deed	

## Land Details:

District: South 24-Parganas, P.S.- Bishnupur, Gram Panchayat: KANGANBERIA, Mouza: Kanganberia, Pin Code:

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-822	LR-3226	Bastu	Danga	8 Dec	1/-		Width of Approach Road: 20 Ft., Project Name:
L2	LR-813	LR-3226	Bastu	Danga	41 Dec	1/-		Width of Approach Road: 20 Ft., Project Name:
L3	LR-814	LR-3226	Bastu	Danga	7 Dec	1/-	6,08,391/-	Width of Approach Road: 20 Ft., Project Name:
		TOTAL :			56Dec	3 /-	48,67,128 /-	
	Grand	Total:			56Dec	3 /-	48,67,128 /-	

# Principal Details:

SI No	Name, Address, Photo, Finger print and Signature									
1	Name	Photo	Finger Print	Signature						
	Subbun Mallik Son of Nazrul Mallik Executed by: Self, Date of Execution: 17/05/2024 , Admitted by: Self, Date of Admission: 17/05/2024 ,Place : Office		Captured	Suppen mallics.						
		17/05/2024	LTI 17/05/2024	17/05/2024						
	Deligal, Illula, FIN /43503	ar No Not Pro	vided, Status :Indivi	ur, District:-South 24-Parganas, Wes upation: Business, Citizen of: India idual, Executed by: Self, Date of						

# Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature
	Allveno Housing Development Private Limited  152 Diamond Harbour Road, City:- Not Specified, P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063, PAN No.:: aaxxxxxx6q,Aadhaar No Not Provided, Status: Organization, Executed by: Representative

# Representative Details :

Name	Photo	Finger Print	Signature
Subbun Mallik (Presentant Son of Nazru! Mallik Date of Execution - 17/05/2024, , Admitted by: Self, Date of Admission: 17/05/2024, Place of Admission of Execution: Office		Captured	Settin Mellick
omee	May 17 2024 12:44PM	LTI 17/05/2024	17/05/2024
PAN No.:: chxxxxxxx0b,Aadha	ar No Not Provid	ed Status : Represe	ation: Dusings O't'
PAN No.:: chxxxxxxx0b,Aadha Housing Development Private	ar No Not Provide Limited (as Dire	ed Status : Represe	ation: Business, Citizen of: India, entative, Representative of : Allver
PAN No.:: chxxxxxx0b,Aadha Housing Development Private	ar No Not Provid	ed Status : Represe	District:-South 24-Parganas, Wes ation: Business, Citizen of: India, entative, Representative of: Allver
PAN No.:: chxxxxxxx0b,Aadha Housing Development Private	ar No Not Provide Limited (as Dire	ed Status : Represe	ation: Business, Citizen of: India, entative, Representative of : Allver

Raypur, City:- Not Specified, P.O:- Kanganberia, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503, Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India PAN No.:: gpxxxxxx9d,Aadhaar No Not Provided Status : Representative, Representative of : Allveno Housing Development Private Limited (as Director)

Name	Photo	Finger Print	Signature
Mr Sk Rohan Ali Son of Sk Munnaf Ali Date of Execution - 17/05/2024, , Admitted by: Self, Date of Admission: 17/05/2024, Place of Admission of Execution: Office		Captured	SK Romen Blo
X 3	May 17 2024 12:44PM	LTI 17/05/2024	17/05/2024

Raypur, City:- Not Specified, P.O:- Kanganberia, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: DPxxxxxx4J,Aadhaar No Not Provided Status : Representative, Representative of : Allveno Housing Development Private Limited (as Director)

## Identifier Details :

	Finger Print		
	Captured	Signature  Seei Se	
17/05/2024	17/05/2024	17/05/2024	
	17/05/2024	17/05/2024 17/05/2024	Captured

Trans	fer of property for	L1	
Anna Carlotte Committee Co	From	To. with area (Name-Area)	
ī	Subbun Mallik	Allveno Housing Development Private Limited-8 Dec	
Trans	fer of property for I	L2	E 53 60
SI.No	From	To. with area (Name-Area)	
1	Subbun Mallik	Allveno Housing Development Private Limited-41 Dec	
Trans	fer of property for I	_3	
SI.No	From	To. with area (Name-Area)	
1	Subbun Mallik	Allveno Housing Development Private Limited-7 Dec	N STATES N

# Land Details as per Land Record

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: KANGANBERIA, Mouza: Kanganberia, Pin Code: 743503

Sch No	Plot & Khatian Number	Number	
L1	LR Plot No:- 822, LR Khatian No:- 3226	Owner:সুক্ৰ মল্লিক, Gurdian:নজরুল মল্লিক, Address:রায়পুর , Classification:ডাঙ্গা, Area:0.08000000 Acre,	Owner Name not selected by applicant.
L2	LR Plot No:- 813, LR Khatian No:- 3226	Owner:সূক্ৰ মল্লিক, Gurdian:নজর্ল মল্লিক, Address:রামপুর , Classification:ডাঙ্গা, Area:0.37000000 Acre,	Owner Name not selected by applicant.
L3	LR Plot No:- 814, LR Khatian No:- 3226	Owner:সুক্ৰ মল্লিক, Gurdian:নজর্ল মল্লিক, Address:রাম্পুর , Classification:ডাঙ্গা, Area:0.07000000 Acre,	Owner Name not selected by applicant.

## Endorsement For Deed Number: I - 160308211 / 2024

#### On 17-05-2024

# 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 12:24 hrs on 17-05-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Subbun Mallik ,.

# 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

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

Execution is admitted on 17/05/2024 by Subbun Mallik, Son of Nazrul Mallik, Raypur, P.O: Kanganberia, Thana: Bishnupur, , South 24-Parganas, WEST BENGAL, India, PIN - 743503, by caste Muslim, by Profession Business Indetified by Mr SELIM SEKH, , , Son of Mr AMINUDDIN SEKH, ALIPORE JUDGES COURT, P.O. ALIPORE, Thana: Alipore., South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate

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

Execution is admitted on 17-05-2024 by Subbun Mallik, Director, Allveno Housing Development Private Limited, 152 Diamond Harbour Road, City:- Not Specified, P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063

Indetified by Mr SELIM SEKH, , , Son of Mr AMINUDDIN SEKH, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate

Execution is admitted on 17-05-2024 by Monalisa Sk, Director, Allveno Housing Development Private Limited, 152 Diamond Harbour Road, City:- Not Specified, P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063

Indetified by Mr SELIM SEKH, , , Son of Mr AMINUDDIN SEKH, ALIPORE JUDGES COURT, P.O. ALIPORE, Thanks Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate

Execution is admitted on 17-05-2024 by Mr Sk Rohan Ali, Director, Allveno Housing Development Private Limited, 152 Diamond Harbour Road, City:- Not Specified, P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063

Indetified by Mr SELIM SEKH, , , Son of Mr AMINUDDIN SEKH, ALIPORE JUDGES COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Muslim, by profession Advocate

## **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53.00/- ( E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 53.00/-

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 70/- and Stamp Duty paid by Stamp Rs 100 00/-Description of Stamp

1. Stamp: Type: impressed, Serial no 6970, Amount: Rs.100.00/-, Date of Purchase: 09/04/2024, Vendor name: S.DAS

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

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2024, Page from 213168 to 213192
being No 160308211 for the year 2024.



Shar

Digitally signed by Debasish Dhar Date: 2024.05.21 16:28:26 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 21/05/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.