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District Sub-Register - || || Alipore, South 24-parga

0 5 DEC 2023

AGREEMENT FOR DEVELOPMENT -CUMPEVELOPMENT POWER OF ATTORNEY

OF ATTORNEY is made on this the St. day of Seconder 2023 BETWEEN

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DISTRICT SUB REGISTRAR-III 80UTH 24 PGS., ALIPORE

0 5 DEC 2023

SRI AMISH NATVARLAL MEHTA, (PAN-AEHPM9713P & Aadhaar No.9990 3596 9372), son of Sri Late Natvarlal Mehta, by faith-Hindu, Indian, by occupation-Business, residing at 13 Bondel Road, P.O. Ballygunge, P.S. Karaya, Kolkata-700019, hereinafter referred to as the 'OWNER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART:

AND

M/S. MAHAVEER INFRA, (PAN-ABXFM9500D) Partnership a firm, having its office at H-52, B.P. Township, P.O. Panchasayar, P.S. Patuli, Kolkata 700 094, represented by its two Partners (1) **SRI SANJIB DEY**, (PAN-AFYPD0828E& Aadhaar No.5432 4336 1614), son of Sri Subhas Ch. Dey, by faith-Hindu, Indian, by occupation-Business, residing at E-44 Kalachand Para, P.O. Garia, P.S. Bansdroni, Kolkata-700084, (2) SRI PRABIN KUMAR SINGH, (PAN-BVUPS3006E & Aadhaar No.3509 0957 1505) son of Late Rama Sankar Singh, by faith Hindu, Indian, by occupation-Business, residing at P-25A, Bank Garden, P.O. & P.S. Kolkata-700070, hereinafter referred Bansdroni, the 'DEVELOPER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the SECOND PART:

WHEREAS a company namely Ballygunge Bank Ltd. was the absolute owner of All That piece and parcel of land measuring 5 Cottah 9 Chittak 30 sq.ft. be the same a little more or less, together with other contiguous land, situated at Mouza–Naktala, J.L. No.32, Pargana–Khaspur, under Touzi No.56, comprised in C.S. Dag No.350.& 351, under Khatian No.95

and C.S. Dag No.440 under Khatian No.196, now within the limits of The Kolkata Municipal Corporation, Ward No.100, under P.S. formerly Tollygunge then Jadavpur now Netaji Nagar, Sub-Registry/A.D.S.R. office at Alipore, in the District of 24-Parganas, since South 24-Parganas, more fully described in the Schedule hereunder written.

AND WHEREAS by a Bengali Deed of Sale, dated 19.04.1944, registered in the office of Sadar Jt. Sub-Registrar at Alipore, vide Book No.1, Volume No.29, page from 196 to 221, Deed No.1510 for the year 1944, one Smt. Snehalata Mukherjee by her own fund in the name of her husband Rai Bahadur Dhirendra Nath Mukherjee purchased the said land measuring 5 Cottah 9 Chittak 30 sq.ft. be the same a little more or less, situated at Mouza-Naktala, J.L. No.32, Pargana-Khaspur, under Touzi No.56, comprised in C.S. Dag No.350 & 351, under Khatian No.95 and C.S. Dag No.440 under Khatian No.196, now within the limits of The Kolkata Municipal Corporation, Ward No.100, under P.S. formerly Tollygunge then Jadavpur now Netaji Nagar, Sub-Registry/A.D.S.R. office at Alipore, in the District of South 24-Parganas, more fully described in the Schedule hereunder written, from the said the said company namely Ballygunge Bank Ltd.

AND WHEREAS subsequently by a Deed of Release, dated 26.09.1946, registered in the office of District Registrar at Alipore and recorded in Book No.I, Volume No.56, page from 40 to 47, Deed No.3042 for the year 1946, the said Rai Bahadur Dhirendra Nath Mukherjee, released, relinquished and transferred the said land, more fully described in the Schedule hereunder written, unto and in favour of his wife said Smt. Snehalata Mukherjee, as the said land was purchased from the fund of his wife and he admitted that he was merely a name lender for his wife Smt. Snehalata Mukherjee in respect of the said land and such the said Smt.

Snehalata Mukherjee became the owner became the owner of the said land measuring 5 Cottah 9 Chittak 30 sq.ft. be the same a little more or less more fully described in the Schedule hereunder written.

AND WHEREAS out of natural love and affection, the said Smt. Snehalata Mukherjee granted, transferred and conveyed by way of gift, the said land measuring 5 Cottah 9 Chittak 30 sq.ft. be the same a little more or less more fully described in the Schedule hereunder written, by a Deed of Gift, dated 11.03.1967, registered in the office of Sub-Registrar at Alipore and recorded in Book No.I, Volume No.36, page from 188 to 192, Deed No.1698 for the year 1967 unto and in favour of her son Sri Sudhindra Nath Mukherjee.

AND WHEREAS while the said Sudhindra Nath Mukherjee enjoyed the said property, died intestate on 09,08,1967 leaving behind his mother said Smt. Snehalata Mukherjee and his wife Smt. Upindra Kumari alias Edna Mukherjee and three daughters namely Mrinalini Mukherjee, Mridula Mukherjee and Anita Mukherjee as his only legal heirs and successors, who jointly inherited the said property left by the said deceased, each having 1/5th share therein, as per Hindu Succession Act. 1956.

AND WHEREAS out of natural love and affection, the said Smt. Snehalata Mukherjee granted, transferred and conveyed by way of gift her 1/5th share in the said land measuring 5 Cottah 9 Chittak 30 sq.ft. be the same a little more or less more fully described in the Schedule hereunder written, by a Deed of Gift, dated 27.02.1973, registered in the office of Sub-Registrar at Alipore and recorded in Book No.1, Volume No.36, page from 1 to 7, Deed No.819 for the year 1973 unto and in favour of her daughter-in-law said Smt. Upindra Kumari alias Edna Mukherjee and grand-daughters Mrinalini Mukherjee, Mridula Mukherjee and Anita Mukherjee.

AND WHEREAS in the manner stated hereinabove, the said Smt. Upindra Kumari alias Edna Mukherjee, Mrinalini Mukherjee, Mridula Mukherjee and Anita Mukherjee became the owners of the said land measuring 5 Cottah 9 Chittak 30 sq.ft. be the same a little more or less more fully described in the Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS being in need of money, the said Smt. Upindra Kumari alias Edna Mukherjee, Mrinalini Mukherjee, Mridula Mukherjee and Anita Mukherjee jointly sold, transferred and conveyed the said land measuring 5 Cottah 9 Chittak 30 sq.ft. be the same a little more or less together with structure standing thereon, more fully described in the Schedule hereunder written, by a Deed of Sale, dated 18.11.1977, registered in the office of Sub-Registrar at Alipore and recorded in Book No.I, Volume No.89, page from 261 to 278, Deed No.3447 for the year 1977 unto and in favour of one Sri Nani Gopal Ganguly, son of Late Ananda Mohan Ganguly.

AND WHEREAS such purchase, the said Sri Nani Gopal Ganguly mutated his name in the office of the Kolkata Municipal Corporation in respect of the said land, which has since been known and numbered as KMC Premises No.87/12/319E, Raja S.C. Mallick Road, having its postal address-E-16,Ramgarh, Kolkata-700047, upon payment of rates and taxes thereto and constructed two storied building with one roof on the second floor on the said land or part thereof.

AND WHEREAS by a Deed of Sale, dated 24.11.1993, registered in the office of District Sub-Registrar at Alipore and recorded in Book No.I, Volume No.292, page from 221 to 240, Deed No.15598 for the year 1993, the said Sri Nani Gopal Ganguly, sold, transferred and conveyed

ALL THAT piece and parcel of entire First floor measuring 900 sq.ft. of a three storied building, together with undivided proportionate share in the beneath land measuring 3 Cottah 1 Chittak 5 sq.ft. be the same a little more or less, situated at Mouza–Naktala, J.L. No.32, Pargana–Khaspur, under Touzi No.56, comprised in C.S. Dag No.350 & 351, under Khatian No.95 and C.S. Dag No.440 under Khatian No.196, now within the limits of The Kolkata Municipal Corporation, Ward No.100,being portion of KMC Premises No.87/12/319E, Raja S.C. Mallick Road, having its postal address: E-16, Ramgarh, Kolkata-700047,under P.S. formerly Tollygunge then Jadavpur now Netaji Nagar, Sub-Registry/A.D.S.R.office at Alipore, in the District of South 24-Parganas, more fully described in the Schedule hereunder written, unto and in favour of one Sri Bikramjit Maitra son of Late Deb Prasad Maitra.

AND WHEREAS by another Deed of Sale, dated 01.12.1993, registered in the office of District Sub-Registrar at Alipore and recorded in Book No.1, Volume No.293, page from 241 to 261, Deed No.15599 for the year 1993, the said Sri Nani Gopal Ganguly, further sold, transferred and conveyed ALL THAT piece and parcel of entire Second floor measuring 900 sq.ft. and staircase landing measuring 200 sq.ft. and open Terrace measuring 700 sq.ft. of the said three storied building, together with undivided proportionate share in the beneath land measuring 3 Cottah 1 Chittak 5 sq.ft. be the same a little more or less, situated at Mouza–Naktala, J.L. No.32, Pargana–Khaspur, under Touzi No.56, comprised in C.S. Dag No.350 & 351, under Khatian No.95 and C.S. Dag No.440 under Khatian No.196, now within the limits of The Kolkata Municipal Corporation, Ward No.100, being portion of KMC Premises No.87/12/319E, Raja S.C. Mallick Road, having its postal address: E-16, Ramgarh, Kolkata-700047, under P.S. formerly Tollygunge then Jadavpur

now Netaji Nagar, Sub-Registry/A.D.S.R. office at Alipore, in the District of South 24-Parganas, more fully described in the Schedule hereunder written, unto and in favour of one Smt. Aparna Maitra, since deceased, wife of Late Deb Prasad Maitra.

AND WHEREAS by another Deed of Sale, dated 01.12.1993, registered in the office of District Sub-Registrar at Alipore and recorded in Book No.I, Volume No.292, page from 262 to 275, Deed No.15600 for the year 1993, the said Sri Nani Gopal Ganguly, further sold, transferred and conveyed ALL THAT piece and parcel of demarcated plot of vacant land measuring 1 Cottah 4 Chittak 0 sq.ft. be the same a little more or less, situated at Mouza-Naktala, J.L. No.32, Pargana-Khaspur, under Touzi No.56, comprised in C.S. Dag No.350 & 351, under Khatian No.95 and C.S. Dag No.440 under Khatian No.196, now within the limits of The Kolkata Municipal Corporation, Ward No.100, being portion of KMC Premises No.87/12/319E,Raja S.C. Mallick Road, having its postal address: E-16, Ramgarh, Kolkata-700047, under P.S. formerly Tollygunge then Jadavpur now Netaji Nagar, Sub-Registry/A.D.S.R.office at Alipore, in the District of South 24-Parganas, more fully described in the Schedule hereunder written, unto and in favour of said Sri Deb Prasad Maitra, since deceased.

AND WHEREAS by a deed of conveyance, dated 27.02.1991, registered in the office of Sub-Registrar at Alipore and recorded in Book No.I, Volume No.1, page from 350 to 365, Deed No.317 for the year 1991, the said Nani Gopal Ganguly sold, transferred and conveyed all that incomplete ground floor flat measuring about 850 sq.ft. built-up area together with undivided one third share of the total land of 3 Cottah 1 Chittak 5 sq.ft. at the said Premise No.87/12/319E Raja S. C. Mullick Road, Police Station – Jadavpur, Kolkata-700047, in the District of South

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24-Parganas, more fully described in the Schedule hereunder written, unto and in favour of one Sri Bimal Kanti Dey, son of Late Ramani Mohan Dey, residing at E-16, Ramgarh, Ground Floor, P.S. Jadavpur, Calcutta – 700047.

AND WHEREAS by a Deed of Sale, dated 21.05.1997, registered in the office of Addl. District Sub-Registrar at Alipore and recorded in Book No.1, Volume No.85, page from 93 to 106, Deed No.2349 for the year 1997, the said Sri Bimal Kanti Dey, as the lawful owner sold, transferred and conveyed ALL THAT piece and parcel of entire Ground floor measuring 850 sq.ft. of the said three storied building, together with undivided proportionate share in the beneath land measuring 3 Cottah 1 Chittak 5 sq.ft. be the same a little more or less, situated at Mouza-Naktala, J.L. No.32, Pargana-Khaspur, under Touzi No.56, comprised in C.S. Dag No.350 & 351, under Khatian No.95 and C.S. Dag No.440 under Khatian No.196, now within the limits of The Kolkata Municipal Ward No.100, being portion of KMC Corporation, No.87/12/319E, Raja S.C. Mallick Road, having its postal address: E-16, Ramgarh, Kolkata-700047, under P.S. formerly Tollygunge then Jadavpur now Netaji Nagar, Sub-Registry/A.D.S.R. office at Alipore, in the District of South 24-Parganas, more fully described in the First Schedule hereunder written, unto and in favour of said Sri Bikramjit Maitra.

AND WHEREAS after such purchase, the said Smt. Aparna Maitra, Sri Deb Prasad Maitra and Sri Bikramjit Maitra jointly became the owners of aforesaid property, altogether measuring 4 Cottah 5 Chittak 5 sq.ft. together with three storied building standing thereon, and mutated their names in the office of the Kolkata Municipal Corporation in respect of their respective property, which has since been known and numbered as KMC Premises No.87/12/319E, Raja S.C. Mallick Road, vide Assessee

No.21-100-08-0289-3 & No.21-100-08-0426-9, having its postal address: E-16,Ramgarh, Kolkata-700047,upon payment of rates and taxes.

AND WHEREAS while the said Smt. Aparna Maitra enjoyed her property i.e. entire Second floor measuring 900 sq.ft. and staircase landing measuring 200 sq.ft. and open Terrace measuring 700 sq.ft. of the said three storied building, died intestate on 08.01.1998 leaving behind her husband said Sri Deb Prasad Maitra, one son Sri Bikramjit Maitra, two daughters Smt. Ranjita Chandran and Smt. Baijayanti Sanyal, since deceased, as her only legal heirs and successors, who jointly inherited the said property, each having 1/4th share therein, as per Hindu Succession Act. 1956.

AND WHEREAS thereafter the said Smt. Baijayanti Sanyal enjoyed her 1/4th share in the said property, died intestate on 03.07.1998, leaving behind her husband Sri Pranabesh Sanyal and one son Sri Prabuddha Sanyal. However after the death of said Smt. Baijayanti Sanyal, her only son Sri Prabuddha Sanyal inherited the undivided 1/4th share in the aforesaid property, in exclusion of her husband Sri Pranabesh Sanyal, as per provision of Section 15(2) of the Hindu Succession Act.1956 as amended till date.

AND WHEREAS while the said Sri Deb Prasad Maitra enjoyed his respective property, died intestate on 29.05.2010 leaving behind him surviving his son Sri Bikramjit Maitra, one daughter Smt. Ranjita Chandran and one grand-son said Sri Prabuddha Sanyal, as his only legal heirs and successors, who jointly inherited the said property, left by the said deceased, each having 1/3rd share therein as per Hindu Succession Act. 1956.

AND WHEREAS in the manner stated hereinabove, the said Smt. Ranjita Chandran, Sri Prabuddha Sanyal, Sri Bikramjit Maitra, in their

Cottah 5 Chittak 5 sq.ft. together with three storied building standing thereon, having its total covered area 2650 sq.ft. i.e. Ground floor measuring 850 sq.ft. First floor measuring 900 sq.ft. and Second floor measuring 900 sq.ft. more fully described in the Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS being in need of money, the said Smt. Ranjita Chandran, Sri Prabuddha Sanyal, Sri Bikramjit Maitra sold, transferred and conveyed the said land measuring 4 Cottah 5 Chittak 5 sq.ft. together with three storied building standing thereon, having its total covered area 2650 sq.ft. i.e. Ground floor measuring 850 sq.ft. First floor measuring 900 sq.ft. and Second floor measuring 900 sq.ft. more fully described in the First Schedule hereunder written, by a Deed of Sale, dated 31.05.2023, registered in the office of District Sub-Registrar-II at Alipore and recorded in Book No.I, Volume No.1603-2023, page from 215333 to 215358, Deed No.160307617 for the year 2023, unto and in favour of the Owner herein Sri Amish Natvarlal Mehta.

AND WHEREAS the Owner herein mutated his name in the office of the Kolkata Municipal Corporation in respect of the said KMC Premises No.87/12/319E, Raja S.C. Mallick Road, vide Assessee No.21-100-08-0289-3, having its postal address: E-16,Ramgarh, Kolkata-700047,, upon payment of rates and taxes thereto.

AND WHEREAS since purchase, the Owner herein is in peaceful and uninterrupted possession of the said land measuring 4 Cottah 5 Chittak 5 sq.ft. together with three storied building standing thereon, having its total covered area 2650 sq.ft. i.e. Ground floor measuring 850 sq.ft. First floor measuring 900 sq.ft. and Second floor measuring 900 sq.ft. more

fully described in the First Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS the Owner is desirous of constructing a multi storied building on the said land, but due to insufficiently fund, the Owner has placed his offer to the Developer herein to entrust the said development work with some terms and conditions and the Developer herein being satisfied regarding the right, title and interest of the said property accepted the said offer of the Owner herein under the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows:-

That in this agreement unless anything appears to be repugnant to the subject or context:-

ARTICLE - I: DEFINITION

- 1.1 OWNER: shall mean and include the party of the First Part and his respective heirs and successors.
- 1.2 <u>DEVELOPER</u>: shall mean and include the Party of the Second Part and their heirs, executors, administrators, legal representatives and assigns.
- Cottah 5 Chittak 5 sq.ft. together with three storied building standing thereon, having its total covered area 2650 sq.ft. i.e. Ground floor measuring 850 sq.ft. First floor measuring 900 sq.ft. and Second floor measuring 900 sq.ft. situated at Mouza–Naktala, J.L. No.32, Pargana–Khaspur, under Touzi No.56, comprised in C.S. Dag No.350 & 351, under Khatian No.95 and C.S. Dag No.440 under Khatian No.196, now within the limits of The Kolkata Municipal Corporation, Ward No.100, being KMC Premises

No.87/12/319E, Raja S.C. Mallick Road, Assessee No.21-100-08-0289-3, having its postal address:E-16, Ramgarh, Kolkata-700047, under P.S. formerly Tollygunge then Jadavpur now Netaji Nagar, Sub-Registry/A.D.S.R. office at Alipore, in the District of South 24-Parganas, fully described in the First Schedule hereunder written.

- 1.4 <u>NEW BUILDING</u>: shall mean and include such multi-storied building shall be approved by the parties hereto in respect of the said property to be constructed on the said land.
 - 1.5 <u>COMMON FACILITIES</u>: shall mean and include corridors, staircase, ways, landing, roof common passage, boundary wall, water reservoir, water tank, pump motor, electrical and sanitary installations, fittings etc. and roof of the building and other facilities required for common enjoyment of the new building.
 - 1.6 OWNER'S ALLOCATION: shall mean and include the owner herein shall be entitled to get 50% F.A.R. or constructed area of the proposed multi-storied building together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building.
 - Owner's Allocation, the Developer herein shall be entitled to get remaining 50% F.A.R or constructed area of the proposed multistoried building, together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building.
 - 1.8 <u>BUILDING PLAN</u>: shall mean and include the plan approved by the parties hereto and sanctioned by the Kolkata Municipal Corporation for construction of the said new building and/or modified plan as may hereafter be approved by the parties hereto.

ARTICLE- II: DATE OF COIMMENCEMENT

2.1 This agreement shall be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developer's allocation is sold or transferred to the intending purchasers.

ARTICLE -III: OWNER' REPRESENTATION

- 3.1. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled in respect of the landed property, more particularly described in the First Schedule hereunder written free from all encumbrances and have not entered into any agreement or contract with any person or persons in respect of the said property and have not received any advance or part payment thereof.
 - 3.2. The said land is not affected by any Scheme of acquisition or requisitioned of the State/Central Govt. or any local body/authority and the same has a clear and good marketable title therein.

ARTICLE-IV: DEVELOPER'S REPRESENTATION

4.1 The Developer have sufficient knowledge and experience in the matter of development/construction of immovable properties and construction of new building and also arrangement of sufficient funds for carry out the work of development of the said property or construction of the said new building.

ARTICLE -V: DEVELOPMENT WORK

- 5.1 The Owner hereby appoints the Party of the Second Part as the Developer and/or contractor, which the Developer hereby agreed and accept.
- 5.2 The Developer shall carry on or cause to be carried out the work of development in respect of the said property by constructing the building, having several self contained flats on the Ownership basis and will sell

the flats and spaces together with undivided proportionate share or interest in the land of the new building in favour of the prospective purchaser or purchasers except the Owner' allocation.

ARTICLE -VI: DEVELOPER'S COVENANTS

- 6.1 The Developer shall at his own expenses shall complete and/or cause to be completed the construction of the said new building and deliver the said Owner's allocation as stated hereinbefore within the 15 (Fifteen) months from the date of sanctioned building plan.
- 6.2 The Development of the said property and/or construction of the proposed new building shall be made by the Developer on behalf of the Owner or on account of the Developer themselves or on account and/or on behalf of the intending purchaser or purchasers of the flats and spaces in the new building.
- 6.3 The Developer at its own costs and expenses apply for and obtain all necessary sanction and/or permission or No Objection Certificate from the appropriate authorities as may from time to time be necessary for the purpose of carrying out the work of development of the said property.
- obtain temporary and/or permanent connection for supply of water and other inputs as may be required at the said building, but for supply of electricity in the new building, the Developer will apply to the electricity supply authority for obtaining the main connection or main meter and the said meter will be the common meter for all the occupiers of the proposed building, the individual meter to be installed at the cost of the Owner and/or intending purchasers and the Developer will co-operate for such installation of meter in their names.

ARTICLE-VII: OWNER'S COVENANTS

- 7.1 The Owner shall grant and issue a Power of Attorney, in favour of the Developer, authorizing and/or empowering the Developer to do all acts, deeds matters and things necessary for completion of the works of development of the said property and/or construction of the said proposed new building and/or to sell the Developer's allocation as per terms of this agreement.
 - 7.2 The Owner shall be bound if so required by the Developer, sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declaration to enable the Developer to apply for and obtain electricity, sewerage, water and other public utility services in or upon the said new building and/or to co-operate the developer for modification and/or rectification to the plan sanctioned by the Kolkata Municipal Corporation, and for all of these acts, deeds and things the Owner shall grant power of Attorney in favour of the Developer.
 - 7.3 The Owner shall not in any manner obstruct the carrying out of the Development of the said property and/or construction of new building in or upon the said land as herein agreed. Moreover the Owner shall have no right to claim anything except the Owner's allocation in the said building.
 - 7.4 The Owner delivered the original title deed and all other relevant papers and documents to the Developer for selling and transferring the said Developer's allocation and the Developer herein retain the said original papers and documents so long the said Developer's allocation is sold to the intending Purchaser or purchasers.
 - 7.5 All the flats and other spaces of the proposed new building to be erected and sold by the Developer except the Owner' allocation with the

proportionate share in the land to the intending purchaser or purchasers on whose account such flats shall be erected by the Developer.

ARTICLE-VIII: CONSTRUCTION

- 8.1 The construction of the said new building shall be made by the Developer as per the plan sanction by the Kolkata Municipal Corporation.
- 8.2 The Developer shall be entitled to obtain necessary modification or rectification plan for the purpose of completion of the construction of the building if necessary to be sanctioned by the Kolkata Municipal Corporation.
 - 8.3 The Developer shall retain appoint and employ such masons Architects, Engineers contractor, manager, supervisors, caretaker and other employees for the purpose of carrying out the work of development of the said property and/or the construction of the said new building as the Developer shall at his own discretion think fit and proper.
 - 8.4 The Developer herein shall solely be liable or responsible for the payment of salaries, wages, charges and remuneration of masons supervisors, architects contractors, Engineers, caretaker and other staff and employees as may be retained appointed and/or employed by the Developer till the completion of construction and in this regard the Owner shall not in any manner would be made responsible or liable.

ARTICLE-IX: JOINT DECLARATION

11.1 During the continuance of this agreement, the Owner herein shall not in any manner sell, transfer, encumber, mortgage or otherwise deal with or dispose of her right, title and interest in the said property in any manner whatsoever and not do any act, deed, matter or thing which may in any manner cause obstruction in the matter of development or construction of the said property.

- 11.2 The Owner shall not part with possession of any of the residential flats or other spaces of the said building to be constructed, except his allocation prior to notice to be served by the Developer.
 - 11.3 The Developer shall unless prevented by any act of God or act beyond the control of the Developer, complete the construction of the said building within 15(Fifteen) months from the date of sanctioned building plan.
 - 11.4 If the Developer fails to complete construction and/or complete the said building during the said period ,then in that case the Owner shall extent 3(Three) months as grace period for completion of construction.
 - 11.5 The Owner till date have not taken any advance booking in respect of the said land and premises from any person or persons and the Owner have not encumbered the same in any manner whatsoever and declare that the said property is free from all encumbrances and it has a good, clear and marketable title.
 - of all flats and spaces of Developer's allocation at the cost of the Purchaser(s) in respect of proportionate share of land only without any claim or demand whatsoever. The Owner shall co-operate with the Developer for such registration and shall have no objection to be a party in the proposed deed of conveyance.

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, SRI AMISH NATVARLAL MEHTA, (PAN-AEHPM9713P & Aadhaar No.9990 3596 9372), son of Sri Late Natvarlal Mehta, by faith-Hindu, Indian, by occupation-Business, residing at 13 Bondel Road, P.O. Ballygunge, P.S. Karaya, Kolkata-700019, hereinafter referred to as the OWNER/PRINCIPAL of the send greetings.

AND WHEREAS for the purpose of construction of the proposed multi storied building on the said land and to sell and/or transfer of the said Developer's allocation of the proposed building together with undivided proportionate share in the land, and to appear before any office and places, I, the Owner/Principal herein do hereby nominate, constitute, authorise and appoint the said Developer M/S. MAHAVEER INFRA, (PAN-ABXFM9500D) Partnership a firm, having its office at H-52, B.P. Township, P.O. Panchasayar, P.S. Patuli, Kolkata 700 094, represented by its two Partners (1) **SRI SANJIB DEY**, (PAN-AFYPD0828E& Aadhaar No.5432 4336 1614), son of Sri Subhas Ch. Dey, by faith-Hindu, Indian, by occupation-Business, residing at E-44 Kalachand Para, P.O. Garia, P.S. Bansdroni, Kolkata-700084, (2) SRI PRABIN KUMAR SINGH. (PAN-BVUPS3006E & Aadhaar No.3509 0957 1505) son of Late Rama Sankar Singh, by faith Hindu, Indian, by occupation-Business, residing at P-25A, Bank Garden, P.O. & P.S. Bansdroni. Kolkata-700070, as my true and lawful Attorney to do and execute inter alia the following acts, deeds and things:-

- On my behalf to make sign and verify all applications or objection to the appropriate authorities for obtaining any license, permission, or consent etc. required by law in connection with the construction of the said multi storied building on the Schedule mentioned land.
- 2 To negotiate for sale, transfer, lease, mortgage the Developer's Allocation of the proposed multi-storied building to be constructed on the Schedule mentioned land with any person, firm, association, financial Institution at such rate my said Attorney shall deem fit and proper.
- 3 My Attorney shall be entitled to inter into agreement for sale in respect of the flats and spaces from the Developer allocation of the

proposed building together with undivided proportionate share in the land with the intending purchaser or purchasers upon acceptance of advance and earnest money under the terms and conditions mutually settled by and between the said Attorney and the intending

To execute and register the deeds of sale in favour of the intending purchaser or purchasers in respect of the flat or flats or spaces out of the Developer's allocation together with undivided proportionate share of the schedule mentioned land with all facilities and amenities to be attached thereto and to present the said deed or deeds before any Registering authority within the territory of Indian Union, either District Sub-Registrat, Addl. Dist. Sub-Registrat and Registrat of Assurances, and admit execution thereof and to have the said deed or deeds registered on receipt of the full consideration money thereof under certain terms and conditions as may be mutually agreed and settled by my Attorney and the said intending purchaser and to grant valid receipt and discharge thereof for the same and to sign and execute and verify all such deeds and documents for and on my execute and verify all such deeds and documents for and on my

Dehalf.

To commence, prosecute, defend all suits, actions, applications reference or other proceeding in any Court of law or before any proper authority and to appoint Advocate and/or any other authority and also to sign and verify and affirm all plans, written statements, petitions accounts, inventories applications or other documents and papers that may be necessary in this regard.

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To sign and acknowledge all registered or insured letter notice, summons and to receive delivery of the same in the said property.

AND CENERALLY to do all other acts, deeds and things which will be required in connection with the management and sale and transfer of the flats and spaces out of Developer's allocation of the proposed multistoried building to be constructed on the schedule mentioned land and all acts, deeds by my said Attorney shall be taken as my acts deeds and all

things as I was personally present and done the same myself. \underline{AND} I do hereby ratify and confirm and agree to ratify and confirm all the lawful acts of my said Attorney, which will be done by virtue of this

EIKST SCHEDULE ABOVE REFERRED TO

Power of Attorney.

ALL THAT piece and parcel of Bastu land measuring 4 Cottah 5 Chittak 5 sq.ft. together with cemented flooring three storied building standing thereon, having its total covered area 2650 sq.ft. and Second floor measuring 900 sq.ft. First floor measuring 900 sq.ft. with all fixtures and fittings attached thereto, situated at Mouza-Naktala, J.L. No.32, Pargana-Khaspur, under Touzi No.56, comprised in C.S. Dag No.350 & 351, under Khatian No.95 and Kolkata Municipal Corporation, Ward No.100, being KMC Premises No.440 under Khatian No.196, now within the limits of The Kolkata Municipal Corporation, Ward No.100, being KMC Premises No.87/12/319E, Raja S.C. Mallick Road, Assessee No.21-100-08-0289-3, having its postal address: E-16, Ramgarh, Kolkata-700047, under P.S. Normerly Tollygunge then Jadavpur now Netaji Nagar, Sub-Registry/A.D.S.R. office at Alipore, in the District of South 24-Parganas, together with easements rights and appurtenances thereto, being butted and with easements rights and appurtenances thereto, being butted and

On the North: Premises No.P-15, Ramgarh, On the South: Premises No.P-10, Naktala Lane,

On the East :12'ft. wide K.M.C. Road,

On the West : Premises No. 12/B/4, Naktala Lane,

SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

<u>ALL THAT</u> the owner herein shall be entitled to get 50% F.A.R. or constructed area of the proposed multi-storied building together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building.

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

ALL THAT the Developer herein shall be entitled to get, (the save and except the said Owner's Allocation), the remaining 50% F.A.R. or constructed area of the proposed multi-storied together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building will be allotted to the Developer herein.

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the Construction)

- 1. Construction will be made as per sanctioned building plan of the K.M.C. with R.C.C. structure frame work.
- 2. All the material to be used will be of brand new and of first class quality and workmanship will be proper standard.
- 3. Underground and overhead water tank of Corporation water supply.
- Standard quality Aluminum windows, steel grills with glass panes and other necessary fittings will be provided.
- The main door will be wooden with lock and all other doors will be of flush door with pressed water proof.

- 6. In the kitchen 4' ft. x 1.5' ft. Granite slab cooking platform with still sink and glazed tiles up to 4' ft. height from the cooking platform.
- 7. The flooring will be of white vitrified tiles 2' ft. x 2' ft. size and normal dado.
- 8. In the kitchen-one tap in sink and one under the sink and one wash basin point either in the kitchen or toilet, which will be suitable. Glazed titles will be fitted in the walls of the Toilets up to 7'ft. height and flooring will be antiskid tiles with commode, one wash basin and standard taps in toilet, one shower point, and in the kitchen, one tap in sink and one under the sink, and one wash basin point either in kitchen or in the toilet (Hind ware).
- 9. Concealed electrical wiring with standard copper wires as per architectural layout particularly 3 light point, 1 fan point, one 5 Amp plug point, A.C. Point in Bed rooms, in drawing/dining room-15 Amp plug point, 3 light point, 1 fan point, one 5 Amp plug point, in kitchen and toilet-one light point, one plug point and one exhaust fan point, one calling bell point at the outside.
- 10. One four passengers lift to be fitted in the proposed building.
- 11. Putty on all Walls inside the flat.
- 12. Concealed pipe line with low-down cistern in the toilet.
- 13. Outer walls will be weather coat of Asian Paints.
- 14. All pipe lines will be plastic high density standard pipes, except inside concealed line which will be of emco.
- 15. All masonry and sanitary structural, electrical, painting work will be done as per specification of the Engineer to be engaged by the Developer.
- 16.N.B. All extra works or fittings can be provided subject to approval of the Engineer with extra cost.

<u>IN WITNESS WHEREOF</u> the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED & DELIVERED In presence of:-

Alipone Police Court Kalkalin Jorez

(AMISH NATUARLAL MEHTA)

OWNER/PRINCIPAL

2. Srikandu Thomas 7/8 Netyje Nagem Kod Nat - FOTV 92

MAHAVEER INFRA

Partner

DEVELOPER/ATTORNEY

Drafted by:-

Advocate, Solution

Alipore Police Court,

Kolkata-700 027

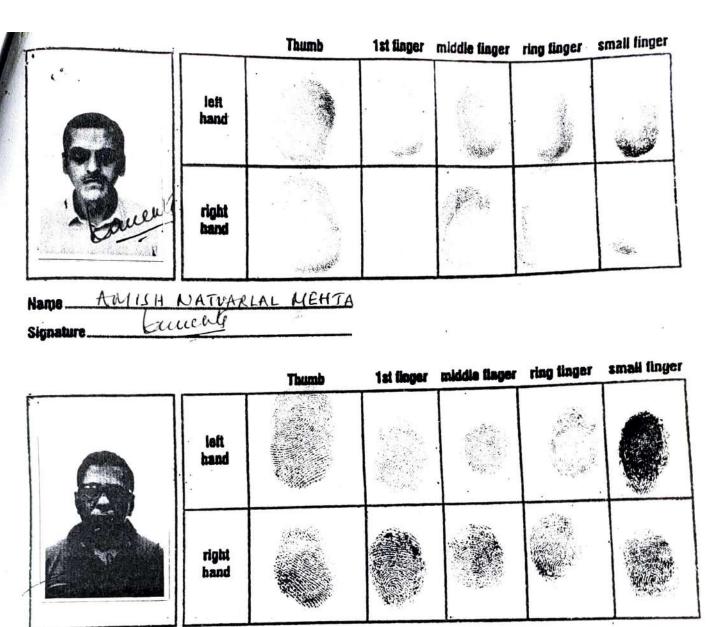
MAHAVEER INFRA

Pariner



DISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE

0 5 DEC 2023



Name SANJIB DEX
Signature Sayah Say

| • | Thumb . | 1st tinger | middle finger | ring Hinger | small linger |
|-----------------|---------|------------|---------------|-------------|--------------|
| lett hand | | | | | |
| right . hand | | | | | |

Name PRABIN KUMAR SINGH Signature Probin human Singl

ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB/23/149/225123





Elector's Name

Ashim Kar

নির্বাচকের নাম

অসীম কর

Father's Name

Adari Mohan Kar

শিতার নাম

আদারী মোহন কর

Sex

M

नित्र

7:

Age as on 1.1.2002

35

১.১.२००२ - এ वग्रन

16 A Naba Palli, Raynagar Rigent Park South 24 Parganas 700070

विकाना : ১৯ এ नर गड़ी, वाडनक विरक्षण्ये गार्क विकास २८ गत्रवना १०००१०

Facsimile Signature Electoral Registration Officer নিৰ্বাচন বিশ্বনৰ আধিকায়িক

Assembly Constituency: 108-Jadavpur

বিধানসভা নিৰ্বাচন ক্ষেত্ৰ : ১০৮-ৰাদৰপুর

District: South 24 Parganas

Date: 09.08.2002

छात्रिप: 03.0r.वैठे०३

Major Information of the Deed

| Deed No : | I-1603-18689/2023 | Date of Registration | 05/12/2023 | |
|---|--|---|--------------------------|--|
| Query No / Year | 1603-2002899609/2023 | | | |
| Query Date | | Office where deed is re | egistered | |
| 10 (1.1.1) | 26/11/2023 8:10:08 PM | D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas | | |
| Applicant Name, Address & Other Details | Ashim Kar Alipore Police Court, Thana: Alipo 700027, Mobile No.: 933950416 | ore, District : South 24-Pargan | as, WEST BENGAL, PIN | |
| Transaction | | Additional Transaction | | |
| [0110] Sale, Development A agreement | Agreement or Construction | [4002] Power of Attorne Attorney [Rs : 2/-], [4305 Property, Declaration [N | other than Immovable | |
| Set Forth value | Salah Sa | Market Value | 3 3 | |
| • | | Rs. 62,20,499/- | | |
| Stampduty Paid(SD) | | Registration Fee Paid | | |
| Rs. 10,070/- (Article:48(g)) | | Rs. 60/- (Article:E, E, E |) | |
| Remarks | Received Rs. 50/- (FIFTY only area) |) from the applicant for issuing | the assement slip.(Urban | |

Land Details:

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja S C Mullick Road (Ramgarh Colony), , Premises No: 87/12/319E, , Ward No: 100 Pin Code : 700047

| Sch No | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | The second secon | Market Value (In Rs.) | Other Details |
|-----------|----------------|-------------------|---------------|------------|--------------------------------|--|--------------------------|------------------------------------|
| L1 | (RS :-) | 20 | Bastu | | 4 Katha 5 Chatak 5 Sq Ft | | 44,31,749/ | Width of Approach Road: 12 Ft., |
| | Grand | Total : | | | 7.1271Dec | 0 /- | 44,31,749 /- | |

Structure Details:

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|-----------|----------------------|-------------------|----------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 2650 Sq Ft. | 0/- | 17,88,750/- | Structure Type: Structure |

Gr. Floor, Area of floor: 850 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor : 900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

| • | 4 | Total : | 2650 sq ft | 0 /- | 17,88,750 /- | |
|---|------------|---------|------------|------|--------------|--|
| | . . | | | | | |

Land Lord Details :

| SI No | Name,Address,Photo,Finger | print and Signatu | re | |
|----------|--|-------------------|-------------------|------------|
| 1 | Name | Photo | 100 | |
| | Shri AMISH NATVARLAL MEHTA | | Finger Print | Signature |
| | Son of Late NATVARLAL MEHTA Executed by: Self, Date of Execution: 05/12/2023 | | | america. |
| ζ. | , Admitted by: Self, Date of Admission: 05/12/2023 ,Place : Office | 05/12/2023 | Captured | |
| | 13, BONDEL ROAD, City:-, | | LTI 05/12/2023 | 05/12/2023 |

13, BONDEL ROAD, City:-, P.O:- BALLYGUNGE, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx3P, Aadhaar No: 99xxxxxxxxx9372, Status: Individual, Executed by: Self, Date of Execution: 05/12/2023

, Admitted by: Self, Date of Admission: 05/12/2023 ,Place : Office

Developer Details:

| SI No | The state of the s | |
|----------|--|---|
| 1 | MAHAVEER INFRA H-52, B P TOWNSHIP, City:-, P.O:- PANCHASAYAR, P.S:-Patuli, Dis India, PIN:- 700094, PAN No.:: ABxxxxxxx0D, Aadhaar No Not Provided by: Representative | strict:-South 24-Parganas, West Bengal, I by UIDAI, Status :Organization, Executed |

| Y AS | Photo | Finger Print | Signature |
|--------------------|--|---|---|
| AS | | | - Cirl of |
| of tion: Office | | Captured | |
| | | LTI 05/12/2023 | 05/12/2023 |
| - | ID PARA, City I:- 700084, Se , Aadhaar No: | Dec 5 2023 12:14PM ID PARA, City:- , P.O:- GARI I:- 700084, Sex: Male. By Ca | Dec 5 2023 12:14PM Captured Dec 5 2023 12:14PM LTI 05/12/2023 ID PARA, City:-, P.O:- GARIA, P.S:-Bansdroi 1:- 700084, Sex: Male, By Caste: Hindu, Occu 4, Aadhaar No: 54xxxxxxxxx1614 Status: Repri |

Shri PRABIN KUMAR
SINGH
Son of Late RAMA SANKAR
SINGH
Date of Execution 05/12/2023, Admitted by:
Self, Date of Admission:
05/12/2023, Place of
Admission of Execution: Office

Dec 5 2023 12:16PM

Exp. 105/12/2023

Dec 5 2023 12:16PM

Exp. 25A PANK CARRENT Signature

Signature

Signature

Signature

Dec 5 2023 12:16PM

LTI
05/12/2023

P-25A, BANK GARDEN, City:-, P.O:- BANSDRONI, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BVxxxxxxx6E, Aadhaar No: 35xxxxxxxxx1505 Status: Representative, Representative of: MAHAVEER INFRA (as PARTNER)

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|------------|--------------|----------------------------------|
| Mr ASHIM KAR Son of Late A M KAR ALIPORE POLICE COURT, City:-, P.O: ALIPORE, P.S:-Alipore, District:-South 2: Parganas, West Bengal, India, PIN:- 700027 | 4 | Captured | Aslan kun |
| · | 05/12/2023 | 05/12/2023 | 05/12/2023 PRABIN KUMAR SINGH |

| Trans | fer of property for L1 | | |
|---------------|-------------------------------|-------------------------------------|--|
| C150765 TS988 | From | To. with area (Name-Area) | |
| 1 | Shri AMISH NATVARLAL MEHTA | MAHAVEER INFRA-7.12708 Dec | |
| Trans | fer of property for S1 | 11.70-101 | |
| SI.No | From | To. with area (Name-Area) | |
| 1 | Shri AMISH NATVARLAL MEHTA | MAHAVEER INFRA-2650.000000000 Sq Ft | |

Endorsement For Deed Number : I - 160318689 / 2023

On 05-12-2023

y contraction 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

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

Presented for registration at 11:31 hrs on 05-12-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by S 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 05/12/2023 by Shri AMISH NATVARLAL MEHTA, Son of Late NATVARLAL MEHTA, 13, BONDEL ROAD, P.O. BALLYGUNGE, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019,

Indetified by Mr ASHIM KAR, , , Son of Late A M KAR, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 05-12-2023 by Shri SANJIB DEY, PARTNER, MAHAVEER INFRA (Partnership Firm), H-52 B P TOWNSHIP, City:-, P.O:- PANCHASAYAR, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:-

Indetified by Mr ASHIM KAR, , , Son of Late A M KAR, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 05-12-2023 by Shri PRABIN KUMAR SINGH, PARTNER, MAHAVEER INFRA (Partnership Firm), H-52, B P TOWNSHIP, City:-, P.O:- PANCHASAYAR, P.S:-Patuli, District:-South 24-Parganas, West Bengal,

Indetified by Mr ASHIM KAR, , , Son of Late A M KAR, ALIPORE POLICE COURT, P.O. ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 02/12/2023 3:32PM with Govt. Ref. No: 192023240304057878 on 02-12-2023, Amount Rs: 28/-, Bank: SBI EPay (SBIePay), Ref. No. 9348478914233 on 02-12-2023, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by Stamp Rs Description of Stamp

1. Stamp: Type: Impressed, Serial no 3107, Amount: Rs.5,000.00/-, Date of Purchase: 04/12/2023, Vendor name:

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2023 3:32PM with Govt. Ref. No: 192023240304057878 on 02-12-2023, Amount Rs: 5,070/-, Bank: SBI EPay (SBIePay), Ref. No. 9348478914233 on 02-12-2023, Head of Account 0030-02-103-003-02



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 1603-2023, Page from 511715 to 511745 being No 160318689 for the year 2023.



Shan

Digitally signed by Debasish Dhar Date: 2023.12.05 13:45:28 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 05/12/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.