- to construe a partnership between the Developer in any manner nor shall the parties thereto constitute an association of persons.
- b. Any notice required to be given by the developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand with due acknowledgement or sent by pre paid registered post with acknowledgement due at the residence of the Owners and/or the last known address and shall likewise be deemed to have been served by the owners on the developer if delivered by hand or sent by pre paid registered post to the Registered Office of the Developer.
- c. The Developer and the Owners jointly shall frame a scheme for the management and administration of the said building or buildings and/or common part thereof till no such association is formed and the parties herein shall extend their support and cooperation to from such association. The parties hereby agree to abide by all the rules and regulations of such Society Association and hereby give their consent to abide by the same.
- d. As and from the date of completion of the building the developer and/or its transferees and the owner and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent if any and wealth tax and other taxes payable in respect of their respective spaces.

#### 22. FORCE MAJEURE

- a. The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be excused from the obligation during the duration of the force majeure.
- b. Force majeure shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike, act of state and/or any other act or commission beyond the reasonable control of the Developer.

#### 23. DISPUTES REDRESSAL

a. Disputes and differences, if any, arises between the parties hereto concerning interpretation of any of the terms of this agreement and/or any act or omission of the parties arising therefrom shall firstly be attempted to be resolved through mediation within a reasonable time. If such mediation does not yield any fruitful result within a period of 180 days from the date of initiation then the parties shall have the liberty to refer the matter for adjudication through arbitration of a single Arbitrator if the parties so agree upon. As otherwise each of the parties shall be entitled to appoint his or theirs' own arbitrator and the arbitrators so appointed shall nominate a third



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arbitrator and the three arbitrators so appointed shall constitute the arbitral tribunal and the decision of such arbitral tribunal shall be final binding and conclusive for all intents and purposes.

- Such arbitration proceedings shall be held at Kolkata and the official language shall be English.
- c. Such arbitration shall be proceeded in accordance with the provisions contained under the Arbitration & Conciliation Act, 1996 and/or the rules framed thereunder.

#### 24. **JURISDICTION**

a. The parties shall not be entitled to invoke jurisdiction of any civil court without exhausting their remedy of Dispute Redressal provision contained in this agreement.

PROVIDED HOWEVER, any action by any of the parties under the said Arbitration Agreement can only be done or moved or filed in the Hon'ble High Court at Kolkata.

#### 25. APPLICABLE LAWS

- a. The implementation of this agreement and all acts and/or commission and/or omission thereof by the parties hereto and/or any person claiming through or under them including their nominee or nominees shall be governed by all applicable laws whether Central or State for the time being in force including their amendment and/or modifications from time to time.
- b. The Owners and/or the Developer as the case may be shall be bound to comply with the provisions of the Income Tax Act, including the provision of tax deduction at source.
- c. The Owners and/or the Developer as the case may be shall be liable and/or responsible for collection of GST or any other indirect taxes realizable against consideration and shall deposit the sum so collected with the authorities in due course.

#### THE SCHEDULE "A" ABOVE REFERRED TO:

#### (Description of the entire premises)

ALL THAT piece and parcel of entire land total measuring about 5 (five) Cottahs 8 (eight) Chittaks and 5 (five) Sq.ft. together with single storied dwelling house standing thereon, total measuring about 603 sq.ft. more or less, lying and situated in Mouza - Chandpur, J.L. No.41, R.S. No.40, Touzi No.330B, being portion of C.S. Settlement Dag Nos.1110, 1111, 1112, 1113, 1114, 1115, within the jurisdiction of the Kolkata Municipal Corporation, Ward No.094, being Premises No.15A, Jubilee Park, Police Station - Tollygunge thereafter



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Jadavpur now Golfgreen, Kolkata - 700033, under Assessee No.21-094-06-0027-3, District -24 Parganas (South), District 24 Parganas (South) which is butted and bounded as follows:-

By 15B, Jubilee Park;

ON THE SOUTH

By 1, Jubilee Park;

ON THE EAST

By 17'-6" (5.342 Mt.) wide KMC Road;

ON THE WEST

By 15C, Jubilee Park;

# THE SCHEDULE "B" ABOVE REFERRED TO:

## (Owners Allocation)

ALL THAT the 57% of the total sanctioned area of the G+ Four storied building consisting of five nos. flats out of which two nos. 2BHK flats on the First Floor, two nos. 2BHK flats on the Third Floor, one no 1BHK flat on the Fourth Floor, 57% of Car Parking Space at the Ground Floor underneath the building and 40% roof in the back side of the proposed G+IV storied building to be constructed as per sanction building plan from the Kolkata Municipal Corporation together with undivided impartible proportionate share or interest in the land of the said amalgamated Premises being No. 15A, Jubilee Park, Police Station – Jadavpur now Golfgreen, Kolkata 700033, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.94, District – 24 Parganas (South), morefully mentioned in the Schedule 'A' above and absolute right to use and enjoy the common areas, space, passages, parts and portions and amenities and facilities to be attached therewith.

## THE SCHEDULE "C" ABOVE REFERRED TO: (Developers Allocation)

ALL THAT remaining 43% of the total sanction area of the G+ four storied building consisting of three flats out of which two nos two BHK Flats on the Second Floor, one three BHK flat in the Front side of the Fourth floor and 43% of car parking space underneath the said building of the proposed G+IV storied building to be constructed as per sanction building plan from the Kolkata Municipal Corporation together with undivided impartible proportionate share or interest in the land of the said premises, morefully mentioned and described in the Schedule "A" above and right to use and enjoy the common areas, space, passages, parts and portions, and amenities and facilities to be attached therewith being amalgamated Premises No.15A, Jubilee Park, Police Station - Jadavpur now Golfgreen, Kolkata 700033, within the jurisdiction of the Kolkata Municipal Corporation, under Ward No.94, District – 24 Parganas (South), save and except the Owners' share/allocation.

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# THE SCHEDULE "D" ABOVE REFERRED TO: (The common areas and facilities)

- (a) The foundation, columns, girders, beams, supports main walls, corridors, labbles, stair, lift stair ways, entrance to and exit from the building to be constructed on the said land and intended for common use.
- (b) Installation of common services such as water sewerage (Septic line) etc. connected with Road.
- (c) Pump motor, pipes, ducts all apparatus and installations in the said building for common use.
- (d) Electric meter box under the stairs in the ground floor of the building having three phase electrical wiring with three phase meters to for all flats, units including common areas.
- (e) Underground water reservoir and of the over head water tank.
- Boundary Walls and main Gates.
- (g) Such other common parts areas equipments, installations, fixed rates, fittings and spaces in or about the said buildings as are necessary for passages user and occupation of the units in common.
- (h) 60% of the roof in the front side of the building will be common.
- (i) 14ft.

#### THE SCHEDULE "E" ABOVE REFERRED TO:

Costs, expenses and outgoings and obligation for which all flat Owners are to contribute proportionately after receiving the Completion Certificate.

- a) The expenses of maintaining, repairing, redecorating and renewing the main structures and in particulars the drainage system, sewers, rain water discharge arrangements water supply system and system of electricity to all common areas mentioned in the Schedule 'D' herein above.
- b) The expenses of repairing, maintaining, painting white washing and colour washing the main structures of the building including the exterior of the building and also the common areas of the building described in the Schedule 'D' above written.
- c) The cost of cleaning and lighting the entrance of the building the passage and space around the building lobby, corridors, stair case and other common areas.
- d) Salaries, wages, fees and remunerations of durwans, sweepers, plumbers, electricians, care takers of any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

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- e) Insurance premium of the building if any.
- f) Such other or further expenses as may be necessary or incidental for the proper maintenance and/or upkeep of the building and other common areas and facilities and conveniences.
- g) Maintenance of Lift.

### THE SCHEDULE "F" ABOVE REFERRED TO SPECIFICATION ANNEXED HERETO

#### 1. FOUNDATION:-

The foundations shall be reinforced cement concrete as per computerized design.

#### 2. SUPER STRUCTURE :-

The super structure of the building shall have reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs.

#### 3. CEMENT AND RODS :-

The cement to be used by the developer for construction will be of Ambuja/Lafarge/similar brand. The Rods/TMT Bars to be used will be of FE- 500 specification.

#### 4. WALLS:-

Walls of the building shall be 200 mm thick brick walls on the external face and 75 Mm thick brick partition walls with cement sand mortar.

#### 5. FINISHES :-

All internal surfaces to be plastered with cement sand mortar water proofing mixture and finished with putty and water proof accrelic material. All external walls to be plastered with waterproof cement sand mortar and painted with weather cote primer and weather cote paint (2 cotes).

#### 6. FLOORING:-

Flooring inside flats shall be Vitrified tiles (Claystone/Johnson), staircases, lobbies shall be Marble tiles. Toilet and kitchen shall have vitrified tiles(Claystone/Johnson).

#### 7. DOORS :-

All door – frame's shall be of seasoned and treated Pinewood. Shutter will be made of hot pressed factory made solid core pheneol bounded flush doors.

Doors shall be 32 mm thick with oxidized steel hinges and tower bolts, doors Stoppers, godrej mortise lock.

#### 8. WINDOWS :-

Windows Aluminium integrated grill with 4 mm plane glass.



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#### 9. TOILET FITTINGS :-

All toilets to have concealed plumbing for hot cold water to include one European WC and one wash basin both in white(Parryware) and reputed make CP fitting Will include (3 concealed stopcock, 1 bibcock, 1 shower with arm all of Jaquar Continental series/Or equivalent make, Ceramic tile Kajaria dado on walls unto 6ft.height to be provided along with on exhaust Fan.

#### 10. KITCHEN FITTING /FIXTURE :-

R.C.C. preparation platform with Granite marble finish with sink to be provided along with floor washing arrangement. One CP bibcocks to be fitted together with concealed plumbing, kitchen shall have ceramic tile Kajaria dado of 2'above the counters, kitchen flooring shall be of marble Together With one exhaust Fan and necessary provisions for installation of chimney including gadgets required for cooking with exhaust holes for chimney fume outlet.

#### 11. ELECTRICAL INSTALLATIONS :-

Concealed three phased copper wiring having joint boxes at reasoned intervals using ISI marked wires (Finolex or Havells) unto points, switch boards, switches, light and fan points distribution boards and MCB (Havells) but excluding fans and light fittings save as per specifications provided by the owners concerning or relating to the flats allotted to them in their allocation. Each room and sitting cum dining room shall have arrangement to install A/C lines

#### 12. WATER ARRANGEMENTS :-

Underground reservoir for K.M.C. water, one centrifugal pump for overhead water tank, land tube-well installation if permissible along with submersible pump, all interconnecting plumbing, valves and delivery pipe –lines to be installed.

#### 13. LIFT :-

FIVE passengers lift of L.T. Elevators or equivalent.

- 14. AMENITIES & FACILITIES :- (to be provided by developer)
- (A) Cable connection in each flat
- (B) One Telephone point in each flat.
- (C) CESC Proportionate share for meter connection.
- 15. Proposed building plan.
- 16. Three phase 440 volt electricity meter providing connection from the meter room up to the flats and/or units with appropriate earthling arrangements.





IN WITNESSES WHEREOF the parties hereto have subscribed their respective hands on the day, month and year first above written.

#### SIGNED SEALED AND DELIVERED

In the presence of

1. PrifordarshiniBaneijee. 15. B Jubilee Park Tollygunje Kolkata-70033.

Ramola Banespe Samit Kumar Banesjee

SIGNATURE OF THE OWNERS

Mahaghwar Bhagal. 162/ B/ 324 lake Garden Kal- 700045.

Pentarch Designs Pvt. Ltd.

Oing Circular Director

SIGNATURE OF THE DEVELOPER

Drafted by:

Advocate Alipore Court

Kol-700027

Printed by

Alipore Court,

Kolkata -700027



District Sub-Registrar: | V Registration 1905 Registration 1905 Albore, South 24 Parganas TO COMPLY ALL THE ABOVE MENTIONED TERMS AND CONDITIONS OF THIS AGREEMENT in respect of the said property mentioned in the Schedule hereunder written the present Owners herein intend to nominate, appoint and constitutes SRI VINAY PURI, (PAN: AFWPP2859R), (AADHAAR NO. 2523 8586 5287), (MOB: 9831023135), son of Late Vinod Puri, by faith – Hindu, by occupation – Business, residing at 162/B/324 Lake Gardens, P.O. – Lake Gardens, Police Station–Lake, Kolkata-700045, director of PENTARCH DESIGNS PRIVATE LTD. (PAN: AAECP7215R) (CIN NO. 23010600092754IDIB) (MOB: 9831023135) a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 162/B/324, Lake Gardens, P.O. Lake Gardens, Police Station – Lake, Kolkata – 700045, duly empowered and authorized on that behalf by a resolution passed at the meeting of the Board of Directors held on 06th day of December'2022, as their true and lawful Constituted Attorney to do any act solely for them and on their behalf such acts, deeds, matters and things and for the purpose as hereinafter expressed.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that we (1) SMT. RAMALA BANERJEE (PAN: ADRPB9018K), (AADHAAR NO. 3505 7622 8241), (MOB: 93310 12829), wife of Sujit Kumar Banerjee, by faith - Hindu, by occupation - Housewife, Nationality -Indian, residing at 33, Jubilee Park, P.O. – Tollygunge, Police Station – Golfgreen, Kolkata-700033 and (2) SRI SAMIT KUMAR BANERJEE (PAN: AEMPB2109P), (AADHAAR NO. 6687 5822 4776), (MOB: 9073331530), son of Late Sakti Kumar Banerjee, by faith - Hindu, by occupation - service, Nationality - Indian, residing at 15B, Jubilee Park, P.O. -Tollygunge, Police Station - Golfgreen, Kolkata-700033, the owners/ Appointers herein doth hereby nominate, constitute, ordain, appoint and empower SRI VINAY PURI, (PAN: AFWPP2859R), Aadhaar No. 2523 8586 5287, Mob: 9831023135, son of Late Vinod Puri, by faith - Hindu, by occupation - Business, Nationality - Indian, residing at 162/B/324 Lake Gardens, P.O. – Lake Gardens, Police Station–Lake, Kolkata-700045, Director of PENTARCH DESIGNS PRIVATE LTD. (PAN: AAECP7215R) a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 162/B/324, Lake Gardens, P.O. Lake Gardens, Police Station - Lake, Kolkata - 700045 as our lawful constituted attorney ("ATTORNEY"), with the power and authority to do all or any of the following acts, things, deeds, and matters, as may be necessary within the specified time as per development agreement in respect of the said Premises for construction, development and completion of the Project to be lawfully completed protecting the Appointers rights and liability in order to achieve the purpose and objectives of the Development Agreement and to implement the same, that is to say:



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- 1. To enter into, execute, admit and register Agreements to Sell/ Conveyance Deed as may be required to carry out sale/transfer of the Units in the Project and/or the Said Premises in favour of the Customer and/or the Association, as the case may be, Provided however, and notwithstanding any provision to the contrary, the Developer shall be entitled to execute Deeds Conveyance for carrying out the transfer or conveyance of the Units in the Project and/or the Said Premises, only as per the terms and conditions of the Development Agreement;
- To represent the Owners in connection with the proposed sale/transfer of Units, and to negotiate on behalf of the Owners the terms and conditions of such sale/transfer of Units with the Customer in respect of developers allocation only;
- To sign and present all the Agreements to Sell/Conveyance Deed mentioned in (1)
  above, for registration before the concerned Sub-Registrar/District Registrar of
  Assurances/Additional Registrar of Assurances having jurisdiction, and admit
  execution thereof;
- To sign and verify, all applications, petitions, affidavits, forms, etc., required to be submitted at the time of registration of the Agreements to Sell/Sale Deed, mentioned above;
- To raise loans or otherwise borrow funds for construction of the Project by mortgaging or creating a charge in respect of the Schedule Property restricted to the Developer's share of allocated of built up area only and/or on the security of the development rights and/or Developers' Share in terms of the Development Agreement from recognized banks and financial institutions and sign and execute requisite documents required there for, on such terms and conditions as the Developers deems fit, and to get the same registered, if necessary in the manner prescribed under law and there under, be present through authorized personnel for the said purpose, but without involving / impacting the Owner or Owner's Share of allocated of built up area of the Project relating to and arising out of any liability under the scheme of development in respect of the said borrowing, mortgages or other commitments. The Owners shall not be responsible or liable in respect of such loan/financial facility in any manner whatsoever and howsoever including their share of allocation and for such purpose the Attorney shall indemnify and keep indemnified and save harmless the Owners and/or their share of allocation;
- 6. To enter the Said Premises purely as Developer under the joint development scheme



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free of all encumbrances and obstructions to implement the Project on the Said Premises and to hold, manage and maintain such occupation in accordance with the terms and conditions contained in the Development Agreement till the completion of the Project and to transfer of the Units as envisaged in the Development Agreement;

- To demolish the existing structures, if any, on the Said Premises;
- 8. To manage, maintain and administer the Said Premises and all buildings and constructions to be constructed thereon and every part thereof, affix board, put the barbed wire fencing or construct a compound wall on the Said Premises or any portion thereof as per demarcation thereof and to make all payments for getting the work done;
- To warn off and prohibit any trespassers on the Said Premises or any parts thereof and to take appropriate steps, whether by legal action or otherwise;
- 10. To make and prepare and/or cause to be made and prepared all such layout, sub-division, building plans, specifications and designs, as may be necessary, for the purpose of constructing the buildings on the Said Premises and to get sanction for the same from the authorities concerned and to engage the services of any architect, engineer, consultant, or any person as may be necessary or advisable the Development Attorney and to pay necessary fees and charges required for getting the plans sanctioned and do all other acts and things as may be necessary for getting the plans of the buildings sanctioned by the municipality and/or other authorities concerned by the Attorney at its own costs and expenses;
  - 11. To apply for and obtain all such approvals, consents, permissions, sanctions and no-objections which may be required to be obtained from any authority, body or functionary under the applicable laws relating to the works envisaged herein including any modification, additions, alterations, variations, changes etc of the sanctioned plan, commencement and completion of construction of the building(s) on the Said Premises;
  - 12. To apply for and obtain in the name of the OWNERS / Appointers all permissions, approvals, registrations and consents as may be required from time to time under applicable law for the construction and development of the Project and for that purpose sign and execute all forms, letters, deeds and documents as may be prescribed under law or otherwise and to represent the Appointers before all



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departments and authorities concerned for the purpose of receiving and obtaining all such approvals, permissions, consents and registrations.

- 13. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone, or other connections of any other utility at or upon the proposed Project and/or the Units and/or Said Premises and/or to make alterations therein and for that purpose to sign execute and submit all papers applications documents and plans and to do all other acts deeds and things as may be deemed fit and proper by the OWNERS / Attorney as per the joint development agreement;
- 14. To pay all rents, rates, taxes, charges, expenses and other outgoings, whatsoever payable in terms of the joint Development Agreement in the names and on behalf of OWNERS / Appointers for and on account of the Said Premises or any part thereof and/or development thereof and similarly to receive all incomings receivable for and on account of the Said Premises or any part thereof;
- 15. To insure the Said Premises and/or the proposed Project and Units to be constructed thereon against damages, fire, tempest, riots, civil commotions, floods, earthquake or otherwise and to lodge claims and also receive all insurance claims and moneys and for that purpose to pay the premium and do all acts and things as the Attorney may deem fit and proper;
- 16. To manage the Project and the Common Areas constructed upon the Said Premises till completion of the Project. Also, to form the Association at its costs and expenses and thereafter transfer/assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association on its formation;
- 17. To deposit and withdraw fees, documents and moneys in and from any courts and/or any other person or authority and give valid receipts and discharges thereof;
- 18. For all or any of the purpose hereinbefore stated to appear and represent the Appointers before all authorities having jurisdiction and to sign execute and submit all papers and documents concerning units and buildings to be developed on the Said Premises; To appoint any project consultant, project manager, architects, engineers, contractors, sub-contractors and/or any other suitable professionals from time to time, as the Attorney may deem fit and proper, for construction, completion of the Project, units and buildings to be developed on the Said Premises as per terms laid down in



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development agreement;

- 19. To commence, carry out and complete and/or cause to be commenced and completed, construction work on the Said Premises in accordance with the sanctioned plans and approved specifications and so far as any construction work is concerned, to see that all applicable rules and regulations are strictly observed;
- 20. To launch the Project and make booking, take advances and/or, to exercise full, exclusive right and authority for marketing and to receive transfer consideration as per the terms of the Development Agreement and give receipts and hand over ownership, possession, use or occupation of the Units to the Customers concerning Developer's allocation only and the Developer will handover the owners/appointers allocation to the owners prior to handing over /registration of the Developer's allocation as per terms of the Joint Development Agreement;
- 21. To make applications to the government or semi-government authorities for registration of the Project or for Grants, Subsidies, Quotas, Permits, sanction of cement and steel and/or such other building materials as may be required and for that purpose to execute necessary petitions, applications and writings including undertakings and bonds and to furnish necessary deposits for the same;
- 22. To cause survey as also measurement of the Said Premises by the local Revenue staff members or other Central or State Government Agencies and/or departments and further to cause erection and/or affixation and/or installation of pillars as also fencing all around the Said Premises at such costs and such terms and in such manner as the Attorney shall be permitted in accordance with law and as per development agreement;
- 23. To empower on behalf of and in the names of the Appointers and to represent their interest before the concerned officers for the grant of the licenses or permits or for any other purpose or renewal thereof as may be necessary under any local Act, Rules, Regulations or Bye-laws and also to appear before any public or Government officer or other Authorities whosoever;
- 24. To apply for refund of deposits made or to be made with the concerned Authorities and receive such refunds at the costs and expenses of Attorney;
- To nominate, appoint, engage and authorize solicitors, advocates, Income-tax and sales tax practitioners, Chartered Accountants, Architects, Surveyors, Engineers,



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Contractors, Sub-Contractors and other professional agents and to sign and give warrants or Vakalatnamas or other necessary authorities in their favour from time to time and to revoke their appointments and pay their remunerations including special fees and charges at the costs and expenses of the Attorney;

- 26. In connection with or relating to the Said Premises to take action under intimation to the Appointers against any person or tenants, occupiers, etc. if any, in any court and to represent the Appointers in any Court of Law and to sign applications, plaints, written statements, applications, affidavits, review, appeal, petitions, on behalf of the Appointers from time to time as may be found necessary, proper and/or enter into any agreement relating to development of the Said Premises or to refer the same to arbitration or otherwise to deal with the same as effectively to all intents and purposes aforesaid to appoint Advocates(s), Solicitors and Counsel and to sign Vakalatnama and/or authorizations on behalf of the Appointers;
- 27. To appear before Notary Publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates, sanctioning authorities and all other officer or officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein;
- 28. To grant "No Objection Certificate" to the Customers of Developer's allocation for the purpose of obtaining loan by the Attorney, from the institutions and/or banks and/or any other authorities, for the purpose of acquiring Units in the Project and the proportionate interests in the Said Premises and creating mortgage of their respective Units together with the proportionate, undivided and impartible interest in the Said Premises as per terms of development agreement;
- To give undertakings, assurances and indemnities, as may be required for the purposes aforesaid at the own risk and responsibility of the Attorney;
- 30. To appear and represent the Appointers before all authorities, make commitments and give undertakings as may be required for all or any of the purposes herein contained for due compliance of the development agreement and at the own risk and responsibility of the Attorney;
- 31. To execute, sign, seal and deliver in the name and on behalf of the Appointers all documents, deeds, instructions, agreements, contracts, acknowledgements including charges, mortgages and security documents on the Said Premises in respect thereof as



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fully and effectually to all intents and purposes as the Appointers could have done as per the terms of the Development Agreement; To delegate, substitute, appoint, authorise any other directors, officers of Attorney and/or of its Group Concerns or such other persons as may be authorised by the Attorney from time to time in this regard and to remove such authorized persons or delegates or substitutes and to appoint any other or others as may be duly appointed under the authority given herein.

- 32. To appear for and represent before all Government Agencies including Government/Semi Government/Non-Governmental authorities and/or state/private power distribution/supply company/ies Municipal Corporation, state/private power distribution/supply company/ies, state/private water supply/ sewerage disposal entities, Department of Telecommunications and state/private telephone service providers, Police Department, Airport Authorities, Fire Authorities, Environmental Authorities, Pollution Control Board/s, Lift Inspectorate, Electrical Inspectorate, Security Services Providers and before all other Government offices, semi government offices, private offices, statutory offices, bodies, firms, associations, corporate authorities and other entities in connection with the Project (including but not limited), to apply for any plans, licenses, approvals, sanctions, orders etc., (including modifications thereof, if any), from time to time, for or in connection with construction of the Project on the Said Premises, and for the said purposes, to prepare necessary plans, petitions, applications, forms, affidavits, declarations, undertakings, indemnities and other deeds containing such covenants as may be required for securing the aforesaid and also apply for renewal thereof and pay necessary charges, levies and sums required thereof as per terms of development agreement all such expenses shall be paid and bear by the Attorney;
  - 33. To appear for and represent before revenue authorities, town planning authorities, and urban development authorities (including but not limited to KMDA), in connection with any of the matters connected with the development of Project on the Said Premises;
  - 34. To appoint, from time to time, professionals and to grant them necessary authority to appear and represent us before any or all authority/ies set out in this Power of Attorney, including any other authority/ies of Central State and Local Government, Airport authorities, Department of Telecommunication and electricity such other



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- statutory judicial, quasi-judicial authorities as may be deemed necessary by the Developer for the purposes of development of the Project;
- 35. To appoint, from time to time, contractors, civil engineers, architects, consultants and such other technical and other personnel and consultants and workers as may be required for the development of the Said Premises;
- 36. To pay development charges, layout charges, betterment charges, property tax etc., as may be applicable, in respect of the Said Premises as per terms of development at the costs of Attorney;
- 37. To apply for and secure commencement certificates, completion certificates and other certificates, permissions, sanctions, orders etc., in respect of the Project to be constructed and completed on the Said Premises from the concerned authorities;
- 38. To deal with the assessment authorities and/or revenue departments/authorities in connection with all matters pertaining to the assessment of the Said Premises in consultation with the Owners;
- At its costs and expenses and without prejudicing any of the rights, benefits and 39. entitlements of the Owners under the Development Agreement or creating any liability upon the Owner, to institute, defend and prosecute, enforce or resist or continue any suit or other actions and proceedings, appeals in any Court anywhere in the Civil and/or Criminal and/or Revenue and/or Revision jurisdiction or before any Tribunal or Arbitration or Industrial Court, GST Authorities, to execute warrant of Attorney, Vakalatnama and other authorities, to act and to plead and to sign and verify plaints, written statements, petitions, and other pleadings including pleadings under Article 226 of the Constitution of India and also to present any Memorandum of Appeal, Accounts, Inventories, to accept service of summons, notices, and other legal processes, enforce judgment, execute any decree or order, to appoint and engage advocates, auditors, tax-practitioners and other agents etc., as attorneys of the Owner think fit and proper and to adjust, settle all accounts, to refer to arbitration all disputes and differences, to compromise cases, to withdraw the same, to be non-suited and to receive delivery of documents or payments of any money or monies from any court, office or opposite party either in execution of decree or order or otherwise as they shall think fit and proper; and do all acts, deeds and things, that any be necessary or requisite in connection therewith. Provided that all such actions relate exclusively to the construction and development of the Project, and not to the Said Premises;



Platrict Sub-Registrer-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Purganas

40. And generally, to do all other acts, deeds, matters and things in connection with and relating to and concerning or touching upon the scheme of joint development including alienation of the Units and the Said Premises in the manner aforesaid, in accordance with the provisions of the Development Agreement.

AND GENERALLY, to do all other acts, deeds, matters and things concerning and in respect of development of the Said Premises and/or construction of Project thereat to be carried out by the Attorney on the Said Premises and to fully effectuate the Development Agreement, provided that nothing contained herein shall authorize the Attorney to act in contravention of the provisions of the Development Agreement and/or allow the Attorney to exceed the authority granted under the Development Agreement.

AND this Power of Attorney shall be governed by the laws of India for the time being in force.

AND, OWNERS / APPOINTERS HEREBY AGREE that as per joint\_ development agreement all acts, deeds and things lawfully done by the Attorney shall be construed as acts, deeds and things done by the Appointers AND THE APPOINTERS FURTHER UNDERTAKES TO ALLOW, RATIFY AND CONFIRM all and whatever acts, deeds, things which the Attorney shall lawfully do or cause to be done on and in respect of the Said Premises and/or development of the Project and/or construction of Units thereat as aforesaid by virtue of these presents.

AND, THE ATTORNEY HEREBY DECLARES that the Development Attorney shall not act in exercise of the powers conferred under the Powers of Attorney in derogation of the rights of the Owner guaranteed under the terms of the Development Agreement.

#### **SCHEDULE ABOVE REFERRED TO:**

ALL THAT piece and parcel of Mourashi Mokorari land measuring an area of 5 (five) Cottahs 8 (eight) Chittacks 5 (five) Sq.ft be the same or a little more or less together with single storied brick built building standing thereon measuring 603 sq.ft., more or less, lying and situate at and being Premises No. 15A, Jubilee Park, Police Station - Jadavpur, Kolkata 700033, forming out of amalgamation of two adjacent and contiguous premises being n 15A and 15A/2, Jubilee Park, Kolkata – 700033 and the said amalgamated Premises is known and numbered as Premises No.15A, Jubilee Park, Kolkata has been duly mutated in the records maintained for such purpose by Kolkata Municipal Corporation authorities in the Joint names





of the owners herein bearing Assessee No.21-094-06-0027-3, Ward No.94, District - 24 Parganas (South) and butted and bounded as follows:

ON THE NORTH

By 15B, Jubilee Park;

ON THE SOUTH

By 1, Jubilee Park;

ON THE EAST

By 17'-6" (5.342 Mt.) wide KMC Road;

ON THE WEST

By 15C, Jubilee Park;

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by the **OWNERS / APPOINTERS** at Kolkata in the presence of:

Priyadarshini Banajee

Romala Baneyie. . Samit Kumar Baneyee

SIGNED SEALED AND DELIVERED by the DEVELOPMENT ATTORNEY at Kolkata in the presence of:

Maheshwar Blagert. 162/8/324 lake Crardens. Kol-200045. Pentarch Designs Pvt. Ltd.

Oir of Director

Drafted by:

Advocate
Alipore Court | 105/88
Kol-700027:

Printed by Subdona.

Alipore Court, Kolkata -700027

PHOYO





34

THUMB FINGER FIRST FINGER MIDDLE FINGER RING FINGER SMALL FINGER LEFT HAND **PHOTO** RIGHT HAND Name: ..... SIGNATURE: ..... THUMB FINGER FIRST FINGER RING FINGER SMALL FINGER MIDDLE FINGER LEFT HAND RIGHT HAND

NAME: SIGNATURE: Ramala Baneijne



	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					

NAME: SIGNATURE: Samit Kumar Barufel



	THUMB FINGER	FIRST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND		Mc			<b></b>

NAME: VINAY PURI







#### **Government of West Bengal**

# Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas Signature / LTI Sheet of Query No/Year 16042000746035/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI lo.		Category	Photo	Finger Print	Signature with date
1	Smt Ramala Banerjee 33, Jubilee Park, City:-, P.O:- Tollygunge, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:-	Land Lord			Randa Barin 24.3, 2023
SI	700033  Name of the Executant	Category	Photo	Finger Print	Signature with date
2		Land Lord			Samut Kumas Baneyee 24/3/2023
-	SI Name of the Executar	t Category	Photo	Finger Print	Signature with date
	Shri Vinay Puri 162/B/324, Lake Gardens, City:-, P.O:- Lake Gardens, P.S:- Lake, District:-South 24 Parganas, West Benga India, PIN:- 700045	Represent ative of Developer [Pentarch Designs Al, Private Limited]			24/3/2027



100

%·

Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
Mr Swapan Sardar Son of Mr M Sardar Alipore Police Court, City:-, P.O:- Alipore, P.S:-Alipore, District: South 24-Parganas, West Bengal, India, PIN:- 700027	Smt Ramala Banerjee, Shri Samit Kumar Banerjee, Shri Vinay Puri			Top of the second

(Anupam Halder)

DISTRICT SUBREGISTRAR

OFFICE OF THE D.S.R. IV SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal







## Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan





GRN	Det	ails
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GRN:

GRN Date:

192022230344757098

22/03/2023 16:14:20

Payment Mode: Bank/Gateway:

SBI Epay SBIePay Payment

Gateway

BRN:

1866984577620

202308141004604

**BRN Date:** 

22/03/2023 16:16:07

Method:

State Bank of India New PG CC

GRIPS Payment ID:

Payment Status:

Gateway Ref ID:

220320232034475708

Successful

Payment Init. Date:

22/03/2023 16:14:20

Payment Ref. No:

2000746035/1/2023

[Query No/\*/Query Year]

#### **Depositor Details**

Depositor's Name:

VINAY PURI

Address:

162/B/324, LAKE GARDENS KOLKATA, West Bengal, 700045

Mobile:

9330160395

Contact No:

Query No:

9831023135

Depositor Status:

Buyer/Claimants 2000746035

Applicant's Name:

Mr P R Roy

Identification No:

2000746035/1/2023

Remarks:

Sale, Development Agreement or Construction agreement

Period From (dd/mm/yyyy): 22/03/2023

Period To (dd/mm/yyyy):

22/03/2023

#### Payment Details

l. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000746035/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	20020
2	2000746035/1/2023	Property Registration-Registration Fees	0030-03-104-001-16	28

Total

20048

IN WORDS:

TWENTY THOUSAND FORTY EIGHT ONLY.

## Major Information of the Deed

ed No:	I-1604-03768/2023	Date of Registration	27/03/2023	
Query No / Year	1604-2000746035/2023		weld the block who have the second of the se	
Query Date		Office where deed is re	egisterea	
	20/03/2023 7:44:09 PM	D.S.R IV SOUTH 24-F South 24-Parganas	PARGANAS, District:	
Applicant Name, Address & Other Details	P R Roy Aliporer Police Court, Thana: Alip - 700027, Mobile No.: 97483482	pore, District : South 24-Pargar	nas, WEST BENGAL, PIN	
Transaction		Additional Transaction	THE STATE OF THE S	
[0110] Sale, Development agreement	Agreement or Construction	[4002] Power of Attorne Attorney [Rs : 50/-], [430 Property, Agreement [N	08] Other than Immovable	
Set Forth value		Market Value		
		Rs. 1,42,93,622/-		
Stampduty Paid(SD)	THE PARTY OF THE PARTY OF THE PARTY OF	Registration Fee Paid		
Rs. 20,070/- (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: Jubilee Park, , Premises No: 15A, , Ward No: 094 Pin Code : 700033

Sch No	Plot Number	Khatian		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	5 Katha 8 Chatak 5 Sq Ft		1,38,86,597/-	Width of Approach Road: 18 Ft.,
	Grand	Total:		9.0865Dec	0 /-	138,86,597 /-	

#### Structure Details .

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
THE ROOM AND DOOR	On Land L1	603 Sq Ft.	0/-	4,07,025/-	Structure Type: Structure
S1		AND			
		oor : 603 Sq Ft.,l	Residential Use, Ce		Age of Structure: 0Year, Roof Type

## Lord Details :

10	Name, Address, Photo, Pinger print and Signature
1	Smt Ramala Banerjee Wife of Sujit Kumar Banerjee 33, Jubilee Park, City:-, P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700033 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: adxxxxxxx8k, Aadhaar No: 35xxxxxxxx8241, Status: Individual, Executed by: Self, Date of Admitted by: Self, Date of Admission: 24/03/2023, Place: Pvt. Residence, Executed by: Self, Date of Admitted by: Self, Date of Admission: 24/03/2023, Place: Pvt. Residence  Shri Samit Kuman B.
2	Shri Samit Kumar Banerjee Son of Late Sakti Kumar Banerjee 15B, Jubilee Park, City:-, P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: aexxxxxxy9p, Aadhaar No: 66xxxxxxxxx4776, Status:Individual, Executed by: Self, Date of Execution: 24/03/2023  , Admitted by: Self, Date of Admission: 24/03/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 24/03/2023  , Admitted by: Self, Date of Admission: 24/03/2023, Place: Pvt. Residence

## Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Pentarch Designs Private Limited 162/B/324, Lake Gardens, City:-, P.O:- Lake Gardens, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045, PAN No.:: aaxxxxxxx5r,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Shri Vinay Puri (Presentant) Son of Shri Vinod Puri 162/B/324, Lake Gardens, City:-, P.O:- Lake Gardens, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxxxx9r, Aadhaar No: 25xxxxxxxx5287 Status: Representative, Representative of: Pentarch Designs Private Limited (as Directors)

#### **Identifier Details:**

Photo	Finger Print	Signature
	Photo	Photo Finger Print

	er of property for L1		
y	From	To. with area (Name-Area)	
0	Smt Ramala Banerjee	Pentarch Designs Price (Name-Area)	
	Shri Samit Kumar	Pentarch Designs Private Limited-4.54323 Dec	
7	Banerjee	Pentarch Designs Private Limited-4.54323 Dec	
Trans	fer of property for S1	The Day of the Control of the Contro	
SI.No	From	To. with area (Name-Area)	
1	Smt Ramala Banerjee		
2	Shri Samit Kumar Banerjee	Pentarch Designs Private Limited-301.50000000 Sq Ft Pentarch Designs Private Limited-301.50000000 Sq Ft	

# Endorsement For Deed Number: I - 160403768 / 2023

g24-03-2023

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

Presented for registration at 19:10 hrs on 24-03-2023, at the Private residence by Shri Vinay Puri,.

## 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 1,42,93,622/-

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

Execution is admitted on 24/03/2023 by 1. Smt Ramala Banerjee, Wife of Sujit Kumar Banerjee, 33, Jubilee Park, P.O: Tollygunge, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession House wife, 2. Shri Samit Kumar Banerjee, Son of Late Sakti Kumar Banerjee, 15B, Jubilee Park, P.O: Tollygunge, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Service

Indetified by Mr Swapan Sardar, , , Son of Mr M Sardar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 24-03-2023 by Shri Vinay Puri, Directors, Pentarch Designs Private Limited (Private Limited Company), 162/B/324, Lake Gardens, City:-, P.O:- Lake Gardens, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045

Indetified by Mr Swapan Sardar, , , Son of Mr M Sardar, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk



Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24PARGANAS

South 24-Parganas, West Bengal

On 27-03-2023

## 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.

#### **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) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/03/2023 4:16PM with Govt. Ref. No: 192022230344757098 on 22-03-2023, Amount Rs: 28/-, Bank: SBI EPay (SBIePay), Ref. No. 1866984577620 on 22-03-2023, Head of Account 0030-03-104-001-16

#### at of Stamp Duty

ied that required Stamp Duty payable for this document is Rs. 20,070/- and Stamp Duty paid by Stamp Rs 50.00/-, pnline = Rs 20,020/escription of Stamp

Stamp: Type: Impressed, Serial no 4259, Amount: Rs.50.00/-, Date of Purchase: 06/03/2023, Vendor name: SUBHANKAR DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/03/2023 4:16PM with Govt. Ref. No: 192022230344757098 on 22-03-2023, Amount Rs: 20,020/-, Bank: SBI EPay (SBIePay), Ref. No. 1866984577620 on 22-03-2023, Head of Account 0030-02-103-003-02

(dut.

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 112728 to 112779
being No 160403768 for the year 2023.



Digitally signed by ANUPAM HALDER Date: 2023.04.04 16:09:07 -07:00 Reason: Digital Signing of Deed.

(Hund.

(Anupam Halder) 2023/04/04 04:09:07 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)