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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



AT 040485

Handwritten notes: 7/10 m:50, 2/2572061/m, on colh o scch - 37h, P=24286625/f

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Documents

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT
WITH
POWER OF ATTORNEY

7 OCT 2024



3 OCT 2024

SL. NO. 33664 DATE.....
NAME.....
ADD.....
AMT. 100/-

ARUN CHOWDHURY
Advocate
High Court, Calcutta

M

MOUSUMI CHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 7 OCT 2024

**THIS DEVELOPMENT WITH POWER OF ATTORNEY AGREEMENT IS MADE ON
07TH DAY OF OCTOBER 2024.**

BETWEEN:

1. SMT. MAHUA GAIN (PAN: AVGPG7906C) (AADHAAR: 291460548919) Wife of Late Dwipen Krishna Gain, by faith Hindu, by Nationality Indian, having address at 90B Shyambazar Street), Shyambazar Street, Borough No. 1, Street No. 48, in the then town of Kolkata P.S Shyampukur, P.O Hatkhola District: Kolkata, Pin 700005.

2. MR. ABHIJIT GAIN (PAN - ALPPG1842A) (AADHAAR - 204271683654) s/o Late Dwipen Krishna Gain by faith Hindu, By nationality Indian, residing at 90B Shyambazar Street), Shyambazar Street, Borough No. 1, Street No. 48, in the then town of Kolkata P.S Shyampukur, P.O Hatkhola District: Kolkata, Pin 700005.

3. MR. MONJIT GAINE (PAN - AHBPG6254E) (AADHAAR - 6119 7078 5101) s/o Late Kanchan Gaine by faith Hindu, By nationality Indian, residing at Dhanyakuria, Basirhat-II, Dhanyakuria, Basirhaat-II, North 24 Parganas, P.O Dhanyakuria, P.S Matia, West Bengal, India, Pin. 743437,

4. MR. JOYJIT GAINE (PAN - AYBPG2013J) (AADHAAR - 7058 3832 9290) s/o Late Kanchan Gaine by faith Hindu, By nationality Indian, residing at Dhanyakuria, Basirhat-II, Dhanyakuria, Basirhaat-II, North 24 Parganas, P.O Dhanyakuria, P.S Matia, West Bengal, India, Pin. 743437,

5. MR. RAJIB GAIN (PAN: AHCPG0579M) (AADHAAR: 5163 3652 0081) son of Malay Gain, By faith Hindu, By nationality Indian, By occupation Business, and having his residential address at 90A, Shyambazar Street, P.O - Hatkhola, P.S: Shyampukur, District: Kolkata, Pin No. 700005.

The above persons are hereinafter referred to as the "**OWNERS**", (which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;



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



192024250243341128

GRN Details

GRN:	192024250243341128	Payment Mode:	SBI Epay
GRN Date:	07/10/2024 09:03:35	Bank/Gateway:	SBIePay Payment Gateway
BRN :	6601012510825	BRN Date:	07/10/2024 09:03:58
Gateway Ref ID:	IGARXRFZL0	Method:	State Bank of India NB
GRIPS Payment ID:	071020242024334111	Payment Init. Date:	07/10/2024 09:03:35
Payment Status:	Successful	Payment Ref. No:	2002572061/2/2024

[Query Nil*/Query Year]

Depositor Details

Depositor's Name:	Mr Rajib Gain
Address:	90A, Shyambazar Street
Mobile:	9831134714
Email:	raj_ujan@yahoo.co.in
Period From (dd/mm/yyyy):	07/10/2024
Period To (dd/mm/yyyy):	07/10/2024
Payment Ref ID:	2002572061/2/2024
Dept Ref ID/DRN:	2002572061/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002572061/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	39920
2	2002572061/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	39941

IN WORDS: THIRTY NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



071020242024334111

GRIPS Payment Detail

GRIPS Payment ID:	071020242024334111	Payment Init. Date:	07/10/2024 09:03:35
Total Amount:	39941	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6601012510825	BRN Date:	07/10/2024 09:03:58
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Rajib Gain
Mobile: 9831134714

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250243341128	Directorate of Registration & Stamp Revenue	39941
Total			39941

IN WORDS: THIRTY NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



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



192024250243706188

GRN Details

GRN: 192024250243706188 Payment Mode: SBI Epay
GRN Date: 07/10/2024 16:23:17 Bank/Gateway: SBIPay Payment Gateway
BRN : 5167127038519 BRN Date: 07/10/2024 16:24:04
Gateway Ref ID: IGARXTVDG8 Method: State Bank of India NB
GRIPS Payment ID: 071020242024370617 Payment Init. Date: 07/10/2024 16:23:17
Payment Status: Successful Payment Ref. No: 2002572061/8/2024
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Rajib Gain
Address: 90a, S S Street
Mobile: 9831134714
EMail: raj_ujan@yahoo.co.in
Period From (dd/mm/yyyy): 07/10/2024
Period To (dd/mm/yyyy): 07/10/2024
Payment Ref ID: 2002572061/8/2024
Dept Ref ID/DRN: 2002572061/8/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002572061/8/2024	Property Registration- Stamp duty	0030-02-103-003-02	50
2	2002572061/8/2024	Property Registration- Registration Fees	0030-03-104-001-16	11
			Total	61

IN WORDS: SIXTY ONE ONLY.



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



071020242024370617

GRIPS Payment Detail

GRIPS Payment ID:	071020242024370617	Payment Init. Date:	07/10/2024 16:23:17
Total Amount:	61	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	5167127038519	BRN Date:	07/10/2024 16:24:04
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Rajib Gain
Mobile: 9831134714

Payment(GRN) Details

Sl.No.	GRN	Department	Amount (₹)
1	192024250243706188	Directorate of Registration & Stamp Revenue	61
Total			61

IN WORDS: SIXTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



AND

EQUINOX, a partnership firm within the meaning of Indian Partnership Act having its registered office address at Nibedita Apartment, Flat No. 4C, 4th Floor, 49/1D, Maa Sarodamoni Sarani, P.S: Shyampukur, Kolkata – 700003 represented by its partners namely **1. MR. TUHIN CHATTERJEE (PAN: AEVPC6143D) (AADHAAR: 4330 8342 8531)** son of Sri Tarun Kumar Chatterjee, By faith Hindu, By nationality Indian, By occupation Business, and having his Registered Office address at No.10 B Bhabanath Sen Street, Post Office Tala, Police Station: Tala, in the District of Kolkata, Pin. 700004 and **2. MR. RAJIB GAIN, (PAN: AHCPG0579M) (AADHAAR: 5163 3652 0081)** son of Malay Gain, By faith Hindu, By nationality Indian, By occupation Business, and having his residential address at 90A, Shyambazar Street, P.O - Hatkhola, P.S: Shyampukur, District: Kolkata, Pin No. 700005 Hereinafter referred to as the **"PROMOTER / DEVELOPER / CONFIRMING PARTY"** (which the expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include the said partnership firm, all its partners from time to time and their respective heirs, successors, executors, administrators, legal representatives) of the **SECOND PART**;

The **'OWNERS'** and the **'DEVELOPER'** are hereinafter individually referred to as the **"PARTY"** and jointly referred to as **"PARTIES"**.

SUBJECT MATTER: Development Agreement with Power of Attorney for the Property being the entire area of the land admeasuring an area of **7.213 Decimal** equivalent to **4 Cottahs, 5 Chittacks and 37 Square Feet**, Together proportionate share of partly one storied and partly two storied brick built messuage or dwelling house standing thereon (having an area of 1200 square feet on the ground floor and 900 square feet on the first floor), situate lying at or being **Premises No. 90B, (formerly Premises No. 134), Shyambazar Street, Borough No. 1, Street No. 48,** in the then town of Kolkata P.S Shyampukur, District: Kolkata, within the local limits of Kolkata Municipal-Corporation, **Assessee No. 110084800715**, Ward No. 008, Pin 700005 (hereinafter referred to as **"Said Property" / Project land**).

PART-I: DEFINITIONS:

1. Unless in this Agreement there be something contrary or repugnant to the subject or context:
- (a) **"APPLICABLE LAW"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority and/or of any statutory authority, whether in effect on the date of this Agreement or thereafter.
 - (b) **ARCHITECT & ENGINEERS** – shall mean the Architects, engineers and other collaborations, as may from time to time be retained, employed or engaged by the Developer for the purpose of planning, designing and supervision of and for construction of and to complete the Project by the Developer herein.
 - (c) **"BUILDING"** shall mean and include the New Building to be constructed upon the Said Property;
 - (d) **"BUILDING PLANS"** shall mean the plan for construction of the New Building to be caused to be sanctioned by the Developer in the names of the Owners from the Appropriate Authorities and include all modifications and/or alterations as may be made thereto;
 - (e) **CAR PARKING SPACE** – shall mean all the spaces in the portions of ground floor level, whether open or covered, of the Building expressed or intended to be reserved for parking of motor cars/scooters/bikes, to be shared on equal basis by and between the Owners and the Developer.
 - (f) **COMMON AREAS, FACILITIES AND AMENITIES** – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, and free space in the ground floor, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, Fire Fighting systems, Lift, Roof and other facilities in the

Building, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Building. Provided that the Developer shall be liable to provide the minimum areas, installations and facilities as is included in the **SECOND SCHEDULE** hereunder written. Dedicated Common Areas (if any) and a Separate Entrance shall be provided for the Commercial spaces (if any) in the New Building, and the Tenants of the Commercial Space (if any) shall be restrained from using the Common Areas, Facilities and Amenities, constructed for residential use.

- (g) **COMMON EXPENSES** – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **THIRD SCHEDULE** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.
- (h) **COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up-keeping the Building as a whole, in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to his mutual rights and obligations for the beneficial use and enjoyment of his respective Units exclusively and the Common Areas, Facilities and Amenities in common.
- (i) **COMPLETION NOTICE** – shall mean the possession notice/Fit Out notice as defined hereinafter.

- (j) **“DEVELOPMENT RIGHTS”** shall refer to the entire planning, designing, development and construction, marketing of the Project on the entire property and shall include (but not limited to), inter alia, the right, power, entitlement, authority, sanction and permission to the Developer to:-
- i) Enter upon and to take possession of the entire property for the purpose of Development and construction of the Project and to remain in such possession until the completion of the Project as may be permissible under this Agreement.
 - ii) Retain, appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and completion of the construction of the Project in term hereof;
 - iii) To apply for and obtain all Sanctions and Permissions including applying for and obtaining any amendment/modification of the Building Plan before the appropriate Authority.
 - iv) To carry out all the infrastructure and related work/constructions for the Project, (including leveling of the land) common passage, water storage facilities, water mains, sewages, storm water drain, recreation garden, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed on the entire property as per the Building Plan as also erection of boundary wall at its own costs;
 - v) To launch the Project and take booking, take advance and or make sale of the entire Unit(s) comprised in the project and to exercise full, exclusive and irrevocable right and authority for marketing, leasing, licensing in respect of the built up area of the Project to be developed on the entire property (developer's

allocation) by way of sale, lease, license or any other manner or mode of transfer or creation of third party rights, therein, and enter into agreements with such Purchasers, Transferees, lessees or licensees, and on such marketing, leasing, licensing or sale, to receive proceeds as per the terms herein and to grant and give sufficient and effective receipts and hand over Ownership, possession, use or occupation of the built up area on the land out of the Developer's Allocation.

- vi) Execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the area to be constructed by the Developer on the entire property and to appear before the jurisdictional Sub-Registrar or any other appropriate office/s towards registration of the documents for and on behalf of the Owners herein in consultation with the Owners.
- vii) Manage the entire property and the entire built up areas and facilities/common areas constructed upon the Land and/or to transfer/assign such right of maintenance to the Purchaser and to retain all benefits, consideration etc. accruing from such maintenance of the Project.
- viii) Apply for and obtain any approvals in its name or in the name of the Owners, including any temporary connections of water, electricity, drainage and sewerage for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project; and
- ix) Generally any and all other acts, deeds and things that may be necessary or required for the exercise of the Development Rights, as more elaborately stated in this Agreement.

- (k) **"INDIVIDUAL BUILDING"** shall mean the individual Building to be constructed from time to time at the Said property/Said Property;
- (l) **"INTERNAL AGREED PROPORTION"** shall mean the proportion of sharing of the Developer's Allocation and the Owner's Allocation inter se amongst the Developer and the Owners herein
- (m) **"TRANSFER"** with its grammatical variations shall include transfers by sale, lease, letting out, grants, exclusive rights or otherwise;
- (n) **OWNERS' ALLOCATION** – Shall mean **SMT. MAHUA GAIN and MR. ABHIJIT GAIN** jointly will get a **Covered Area flat of 1000 sqft.** A bit more or less on the third floor on the Shyambazar Street side, and **MR. MONJIT GAINE** will get a **Covered Area flat of 500 sqft.** a bit more or less on the fourth floor on the Shyambazar Street side and **MR. JOYJIT GAINE** will get a **Covered Area flat of 500 sqft.** a bit more or less on the third floor on the Northern part of the 3rd floor of the G+4 storied building (towards the Hem Kar Bye Lane side), which is to be constructed upon the Said Property and in accordance with the terms and conditions of these present including proportionate share in the common facilities and amenities on pro rata basis as fully and particularly set out in **SCHEDULE – IV** hereunder.
- The owners can obtain additional area from the Developer's allocation by paying additional amount as agreed upon by both the parties through a Sale-Purchase / Investment Agreement.
- (o) **DEVELOPER'S ALLOCATION** – Shall mean the remaining area of the entire building apart from the owners' allocation of the G+4 storied building which is to be constructed, and after allotment of Owners' Allocation as fully and particularly set out and described in **SCHEDULE – V**, hereunder written in accordance with the terms and conditions of these present including proportionate share in the common facilities and amenities on pro rata basis.
- (p) **"PROJECT"** shall mean the development of the Building and Transfer of the same;

- (q) **"REALIZATION"** shall mean and include the consideration received against Transfer of the Units, Parking Spaces and other Transferable Areas from time to time but shall not include any amounts received on account of Extras and Deposits;
- (r) **"SAID PROPERTY/PROJECT LAND"** shall mean all that the piece and parcel of the entire area of the land admeasuring an area of **7.213 Decimal** equivalent to **4 Cottahs, 5 Chittacks and 37 Square Feet, Decimal** more or less) Together proportionate share of partly one storied and partly two storied brick built meassuage or dwelling house standing thereon (having an area of 1200 square feet on the ground floor and 900 square feet on the first floor), situate lying at or being Premises No. 90B, (formerly Premises No. 134), Shyambazar Street, Borough No. 1, Ward No. 008, Street No. 48, in the then town of Kolkata P.S Shyampukur, District: Kolkata, within the local limits of Kolkata Municipal-Corporation, Assessee No. 110084800715, Ward No. 008, Pin 700005, fully described in the **FIRST SCHEDULE** hereunder written;
- (s) **"TRANSFERABLE AREAS"** shall mean the Units, Parking Spaces and anything comprised in the Building which is commercially exploited including by adding to the chargeable super built-up area or otherwise;
- (t) **"TRANSFEREES"** shall mean the persons to whom any Transferable Areas in the Building is Transferred or agreed to be Transferred;
- (u) **"UNITS"** shall mean the independent and self-contained flats, Commercial spaces, offices, shops, Parking Space and other constructed spaces in the New Building at the Said property capable of being exclusively held used or occupied by a person.

PART-II: RECITALS (BACK GROUND):

1. Whereas All By virtue of an Award dated the 24th day February, 1958 published by the Learned Arbitrators, Harendra Nath Ballav, Hem Chandra Sawoo and Rabindra Chandra Kar in award Case No. 223 of 1957 [Bijoy Krishna Gaine Vs. Gopendra Krishna Gaine & Anr.] and the said Award

having duly decreed by the Hon'ble High Court at Calcutta on the 15th day of June, 1959, one Bijay Krishna Gaine, since deceased became the absolute owner amongst other properties All That a piece or parcel land measuring an area of 4 cottahs, 5 Chittacks and 37 Square Feet, be the same, a little more or less, together with old dilapidated one storied tiled shaded dwelling house standing thereon, situate and lying at or being Premises No. 90B, (Formerly 134), Shyambazar Street, in the then town of Calcutta now Kolkata 700 005, (hereinafter referred to as the "said property") as more fully described in Part-I of the Schedule "A" of the said Award dated 24th day of February, 1958, (as well as in the First Schedule hereunder written), free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debits, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments etc. whatsoever or howsoever.

2. On or about 9th day of June 1975 the Bijay Krishna Gaine died after publishing his last Will and Testament dated the 6th of March, 1963, which was duly registered at the office of the Sub- Register, Basirhat on 7th day of March, 1963, appointing his wife, Smt. Amila Bala gaine as the sole Execution of the said Will dated 6th day of March 1963.
3. Upon being applied for, by the said Smt. Amila Bala Gaine, as the sole Executrix of the said Will dated 6th day March, 1963, the Hon'ble High Court at Calcutta on 28th day of April, 1979 was pleased to grant probate to the said Will dated 6th day March, 1963 in favour of the said sole Executrix, the said Smt. Amila Bala Gaine.
4. Pursuant to the said probated Will dated 6th day of March, 1963, of the said Bijay Krishna Gaine, the said Smt. Amila Bala Gaine became the absolute owner of an undivided $\frac{1}{2}$ (one half) part or share in the said property and four sons of the said Late Bijay Krishna Gaine, namely Amal Krishna Gain, Dwipen Krishna Gain, Kanchan Gaine and Shyamal Gaine become the absolute joint owners of the balance $1\frac{1}{2}$ (one half) part or share in the said property.

5. By virtue of the aforesaid the undivided, proportionate right, title and interest in the said property become as follows.-

Smt. Amila Bala Gain	1/2 (one-half) part or share
Sri Amal Krishna Gain	1/8 th part or share
Sri Dwipen Krishna Gain	1/8 th part or share
Sri Kanchan Gaine	1/8 th part or share
Sri Shyamal Gaine	1/8 th part or share

6. On or about 25th of October, 1992 the said Smt. Amila Bala Gaine published her last Will and Testament therein appointing her one of her four sons, namely the said Shyamal Gaine as the Executor thereunder and also bequeathed her undivided proportionate $\frac{1}{2}$ (one-half) right, title and interest over and in respect of said property upon her four sons, the said Amal Krishna Gain, Dwipen Krishna Gain, Kanchan Gaine and Shyamal Gaine in equal share;

7. On her about 2nd day of August, 1992, the said Dwipen Krishna Gain died intestate leaving behind him, his wife Smt. Mahua Gain and son Abhijit Gain as his only legal heirs, who jointly inherited all right, title and interest of the properties and assets left by the said Late Dwipen Krishna Gain which included the undivided, proportionate 1/8th part or share in the said property;

8. Pursuant to the aforesaid, the undivided, proportionate right, title and interest in the said property became as follows:-

Smt. Amila Bala Gain	1/2 (one-half) part or share
Sri Amal Krishna Gain	1/8 th part or share
Smt. Mahua Gain	1/16 th part or share
Sri Abhijit Gain	1/16 th part or share

Sri Kanchan Gaine	1/8 th part or share
Sri Shyamal Gaine	1/8 th part or share

9. On or about 30th day of March, 1999, the said Amila Bala Gaine died having published her last Will and Testament as aforesaid,
10. On or about 25th day of June, 2005, the said Amal Krishna Gain died intestate as a bachelor and his share devolve upon his brothers or their heirs in accordance with the law.
11. By virtue of the aforesaid, the share of the said Amal Krishna gain was devolved upon the said Kanchan Gaine, Shyamal Gaine, Smt. Mahua Gain and Abhijit Gain jointly who inherited the undivided proportionate 1/8th part or share in the said property of the said Late Amal Krishna Gain, hence the undivided, proportionate right, title and interest over and in respect of the said property become as follows:-

Smt. Amila Bala Gain (since deceased)	1/2 (one-half) part or share
Smt. Mahua Gain	1/12 th part or share
Sri Abhijit Gain	1/12 th part or share
Sri Kanchan Gaine	1/6 th part or share
Sri Shyamal Gaine	1/6 th part or share

12. Upon the death of the said Amila Bala Gaine and subject to the grant of probate of the last Will and Testament of the said deceased, the said Kanchan Gaine, Shyamal Gaine and the surviving legal heirs of said Late Dwipen Krishna Gain ie. the said Smt. Mahua Gain and Abhijit Gain became the absolute owners of the said ½ (one-half) part or share in the said property since the said Amal Krishna Gain predeceased as bachelor and hence the undivided, proportionate right, title and interest over and in respect of the said property of the said person bequeath are as follows:-

Smt. Mahua Gain	1/6 th part or share
Sri Abhijit Gain	1/6 th part or share
Sri Kanchan Gaine	1/3 rd part or share
Sri Shyamal Gaine	1/3 rd part or share

- 13.** By a registered **Deed of Conveyance dated 17.05.2014** said **Sri Shyamal Gaine** sold transferred and conveyed ALL THAT piece and parcel of land measuring and area of about **1 Cottahs, 7 Chittacks and 12 square feet** a little more or less equivalent to **2.404 Decimal**, being the **1/3rd undivided**, proportionate share or part of the said property, **in favour of M/S Green Meadows** wherein said 1. Mahua Gain, 2. Abhijit Gain and 3. Kanchan Gaine were the confirming party, which was registered with the office of ARA-II Kolkata and recorded in Book No. 1, Volume No. 28, Pages 3669 to 3695 being Deed No. 06057 for the year 2014.
- 14.** Said **Smt. Mahua Gain and Mr. Abhijit Gain** executed an Agreement for Development dated 17.11.2016 with **Mr. Rajiv Das Gupta** for the development of the All that the piece and parcel of land measuring an area of equivalent to **1 Cottah 7 Chittak 12 sq. ft. (2.404 Decimal)** more or less (being **1/3rd Share** of entire area of the property), with various terms and conditions as mentioned therein in the agreement, and the same was registered with the office of ARA-II Kolkata and recorded in Book No. 1, Volume No. 1902-2016, Pages 139917 to 139960 being **Deed No. 190204459 for the year 2016,**
- 15.** Said **Kanchan Gaine** (since deceased) being the absolute owner of All that the piece and parcel of land admeasuring an area of equivalent to **1 Cottah 7 Chittak 12 sq. ft. (2.404 Decimal)** more or less (being **1/3rd Share** of entire area of the property), executed an Agreement for Development dated 20.01.2017 with **Mr. Rajiv Das Gupta** for the development of the Said Property, with various terms and conditions as mentioned therein in the agreement, and the same was registered with the office of ARA-II Kolkata and

recorded in Book No. I, Volume No. 1902-2017, Pages 4637 to 4679 being **Deed No. 190200137 for the year 2017.**

- 16. AND WHEREAS** While possessing and enjoying the piece and parcel of the aforesaid Property said Kanchan Gaine died intestate on 03.05.2021 leaving behind his wife namely Mrs. Mira Gaine and his two sons namely Mr. Monjit Gaine and Mr. Joyjit Gaine and they jointly inherited the said property as per the Hindu Law of Succession, hence the undivided, proportionate right, title and interest over and in respect of the said property of the said person bequeath are as follows:-

Smt. Mahua Gain	1/6 th part or share
Sri Abhijit Gain	1/6 th part or share
Mrs. Mira Gaine	1/9 th part or share
Mr. Monjit Gaine	1/9 th part or share
Mr. Joyjit Gaine	1/9 th part or share
M/S. Green Meadows	1/3 rd part or share

- 17.** By a registered Deed of Gift dated 30.08.2024 said **Mrs. Mira Gaine** gifted her share of the aforesaid property being all that piece and parcel of land admeasuring an area of **0.801 Decimal** more or less (being **1/9th Share**) in favour of her two sons namely **Monjit Gaine and Joyjit Gaine**, which was registered with the office of ARA-IV Kolkata being deed No. 190412744 for the year 2024. Thus the said Monjit Gaine and Joyjit Gaine became the joint absolute owners of about 1 cottah, 7 chittaks and 12 square foot, a little more or less equivalent to 1047.33 sqft, being the 1/3 undivided proportionate share.

Hence the undivided, proportionate right, title and interest over and in respect of the said property of the said person bequeath are as follows:-

Smt. Mahua Gain	1/6 th part or share
Sri Abhijit Gain	1/6 th part or share
Mr. Monjit Gaine	1/6 th part or share

Mr. Joyjit Gaine	1/6 th part or share
M/S Green Meadows	1/3 rd part or share

- 18.** And whereas aforesaid Development agreement dated 20.01.2017 which was registered with the office of ARA-II Kolkata and recorded in Book No. I, Volume No. 1902-2017, Pages 4637 to 4679 being **Deed No. 190200137 for the year 2017** was duly cancelled due to nonperformance by Mr. Rajiv Das Gupta. Said **Mrs. Mira Gaine, Mr. Monjit Gaine and Mr. Joyjit Gaine** jointly cancelled the aforesaid Development agreement dated 20.01.2017 by virtue of the Cancellation of Development agreement dated 30.08.2024 which was registered with the office of ARA IV Kolkata.
- 19.** And whereas aforesaid Development agreement dated 17.11.2016 which was registered with the office of ARA-II Kolkata and recorded in Book No. I, Volume No. 1902-2016, Pages 139917 to 139960 being **Deed No. 190204459 for the year 2016** was duly cancelled due to nonperformance by Mr. Rajiv Das Gupta. Said **Smt. Mahua Gain and Mr. Abhijit Gain** jointly cancelled the aforesaid development agreement dated 17.11.2016 by virtue of the Cancellation of Development agreement dated 30.08.2024 and was registered with the office of ARA IV and being deed No. 12749 for the year 2024.
- 20.** By a registered **Deed of Conveyance dated 05.10.2014** said **M/S Green Meadows (PAN No. AAJG5053C)**, represented by its partners Mr. Dipankar Jindal and Mr. Pradip Saha, sold transferred and conveyed ALL THAT piece and parcel of land measuring and area of about **1 Cottahs, 7 Chittacks and 12 square feet** a little more or less equivalent to **2.404 Decimal**, being the **1/3rd undivided, proportionate share** or part of the said property, **in favour of Mr. Rajib Gain (PAN: AHCPG0579M) (AADHAAR: 5163 3652 0081)**, which was registered with the office of ARA-IV Kolkata and recorded in Book
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Hence the undivided, proportionate right, title and interest over and in respect of the said property of the said person bequeath are as follows:-

Smt. Mahua Gain	1/6 th part or share
Sri Abhijit Gain	1/6 th part or share
Mr. Monjit Gaine	1/6 th part or share
Mr. Joyjit Gaine	1/6 th part or share
Mr. Rajib Gain	1/3 rd part or share

21. And whereas said 1. **Smt. Mahua Gain** 2. **Mr. Abhijit Gain** 3. **Mr. Monjit Gaine** 4. **Mr. Joyjit Gaine** and 5. **Mr. Rajib Gain jointly** are the owners of all that the piece and parcel of land admeasuring an area of **4 Cottahs, 5 Chittacks and 37 Square** Feet (equivalent to **7.213 Decimal** more or less) situate lying at or being **Premises No. 90B, (formerly Premises No. 134), Shyambazar Street**, Borough No. 1, Street No. 48, in the then town of Kolkata P.S Shyampukur, District: Kolkata, within the local limits of Kolkata Municipal-Corporation, **Assessee No. 110084800715**, Ward No. 008, Pin 700005.
22. **AND WHEREAS** The Owners herein have decided to get their property developed, approached the Party of the Other Part being a Developer and having experience in construction of building and having sufficient infrastructure and finance, has agreed to undertake the construction of multi storied building or Building at the aforesaid **SCHEDULE - I** property hereunder written and as such the Owners agreed to appoint Party of the Other Part as Developer and authorized to complete the scheme of construction of the proposed multi-storied building/Building based on the terms and conditions envisaged herein below.
23. **AND WHEREAS** the Owners have claimed and represented to the Developer that they are the absolute Owners of the "**Said property/Project Land**" and is absolutely seized and possessed of and otherwise dealt and sufficiently

entitled to the "**Said property/Project Land**" and to undertake the Development of the Project.

- 23.1. To avoid possible disputes and differences in future between the parties desired to record into writing the terms and conditions agreed between them as contained in this Development Agreement with Power of Attorney.

PART-III: WITNESSETH:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

24. DEVELOPMENT AND CONSTRUCTION:

- 24.1. The Owners have agreed to appoint the Developer to develop the Said property and construct the Building thereon and to Transfer the same for benefit of both the Owners and the Developer as contained herein and for the consideration and on the terms and conditions hereinafter contained.
- 24.2. The Developer by virtue of this Development Agreement with Power of Attorney made hereunder shall be solely responsible to develop the Said property and to look after, supervise, manage and administer the progress and day to day work of construction of the Building.
- 24.3. The Developer agrees to develop the Said property in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical knowhow for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.
- 24.4. The Building shall be constructed and completed by the Developer in the manner and as per the Sanctioned Building Plan by the appropriate department of Kolkata Municipal Corporation and Specifications herein agreed at the Developer's cost.
- 24.5. The Owners have agreed to convey proportionate shares in land attributable to the Units and other transferable areas, as applicable, in favour of the Transferees upon completion of construction thereof by the Developer in terms hereof.

25. **OWNERS'S REPRESENTATIONS:** The Owners have represented to the Developer as follows:-
- 25.1. **FAR (Floor Area Ratio):** The Developer shall be entitled to construct / develop the Project by utilizing the entire FAR that may be available for development on the Project Land/ Said property. The description of Project Land / Said property as provided in this Instrument is true and correct and not misleading in any respect;
- 25.2. **Clear & marketable title:** The Owners possesses clear, marketable, unfettered, absolute and unrestricted right, title and interest on the Project Land/ Said property and is the sole, absolute and exclusive Owners of the Project Land having peaceful, legal and physical possession thereof and no other person and/or persons have any right, title, interest, claim or concern of any nature therein. The Owners hereby declares that there is no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, title, estate, privileges and interests vesting in the Owners. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the Existing Land as required under Applicable law;
- 25.3. **No litigation:** There is no pending or threatened litigation(s) including any appellate proceedings, arbitrations, suits, proceedings, disputes, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, notices of any nature whatsoever concerning or relating to or involving the Project Land or the Owners pertaining to the Project Land. There is no court orders or any orders / directions from any Governmental Authority or any other person, which may have any adverse effect on the Ownership of the Project Land vesting with the Owners, the contemplated transaction under this Instrument or on the development and construction of the project;
- 25.4. **No Encumbrance & Contiguous:** The Project Land and all parts of it is free from all kinds of Encumbrance and third party claims including any prior sale / agreement to sell, gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims,

loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever. The Project Land is contiguous land and there are no impediments with regard to the development and construction of the Project on the Project Land;

- 25.5. **Due disclosures:** All information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transactions contemplated herein, has been made available and disclosed to the Developer. All information contained or referred to in this Agreement which has been given to Developer, continues to be, true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by them or on his behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect;
- 25.6. **Land Acquisition:** The Owners shall keep the Developer indemnified if any loss is caused due to any action etc. taken by any Governmental Authority in respect of acquisition or purchase of the Project Land, or any part thereof or any interest in it, revocation of any Development Rights, withdrawal of permission to convert land use such that it affects the transaction contemplated herein, by any Governmental Authority for any purpose whatsoever, etc. In any event, the Owners shall always keep the Developer duly indemnified and harmless against any claim and demand whatsoever as may be made at any point of time in respect of or against the Project Land;
- 25.7. **Documentation:** The Owners hereby represent that they will execute and get registered necessary documents, which includes but not limited to Development Agreement with Power of Attorney, Conveyances, General POA, Declaration, Affidavit etc, for the purpose of smooth and uninterrupted construction and/or development work of the Schedule mentioned property, at the cost of the Developer.

- 25.8. **Permission, License, Certificates:** The Owners shall obtain and co-operate with the Developer in obtaining all Permissions, Licenses, certificates which may be required for the purpose of completing the Development on the Project Land, registration of sale deeds or other deeds in favour of transferees and /or for transferring the title for undivided share of the land attributable to the Units in favour of the transferees.
- 25.9. **Do not permit:** Subject to what has been stated in this agreement, the Owners shall not do or not permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the said building or which may cause charge, encroachments, litigations, trusts, liens, lis-pendens, attachments and liabilities on the Project Land or the project.
- 25.10. **Authority:** The Owners has full right, power and authority to enter into this Agreement.
- 25.11. **No Revenue Dispute:** There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the Project Land and there is no fact, which may give rise to any such dispute to the knowledge of the Owners.
- 25.12. **No prior sales/ launch of the Project:** The Owners hereby represent and undertake that (i) the Owners has not entered into, nor has it authorized any person to enter, any arrangement or agreement for sale/ lease/ license/ allotment whether flat buyer agreement, plot buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Project Land; and (ii) the Owners has not accepted any request for booking or allotment of sale/ lease/ license of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Project Land; save and except the agreements that are mentioned in the instant Development agreement,
26. **Commencement:** This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution mentioned hereinabove and this Agreement shall remain valid and in force till all

obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

- 27. Obligations Of The Developer:** In connection with the Said property, the Developer shall be obliged to carry out, observe and perform the following obligations:
- 27.1. The Developer shall at its own costs and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and Sanctioning of the Building Plans and obtaining all permissions and clearances and no objections for construction and marketing of the Project and (c) Construction of the Building Project and making the same fit for construction and habitation and marketing and providing insurance if required during the entire period of construction.
 - 27.2. The Developer shall appoint all engineers, staffs, contractors etc., at its own costs and risks without any obligations or liability upon the Owners in respect thereof except that the Architect shall be appointed by the Developer.
 - 27.3. The Developer shall get the plan approved from the Owners before submitting for sanction.
 - 27.4. The specifications for construction shall be as per the **SCHEDULE II** attached herewith.
 - 27.5. All sanctions, constructions, completion and delivery of the new building building/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole risk and responsibility of the developer.
 - 27.6. The Developer will construct the Building in continuity.
 - 27.7. The Developer shall, subject to force majeure, submit the building plan on the Project Land for sanction from the Kolkata Municipal Corporation and shall construct and complete the Building within **24 (twenty Four) months** from the date of sanction of the Building Plans by the appropriate authority, with a grace period of another 12 (twelve) months thereof, as per the terms and conditioned as mentioned in this instant development agreement with Power of Attorney.

- 27.8. All fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer shall be borne and paid by the Developer. The Owners shall not be liable for any costs and expenses in respect of the Project.
- 28. EXCLUSIVE ENTRY FOR DEVELOPMENT:** Simultaneously with the execution of this agreement, the Owners has granted development rights (delivers exclusive right or interest of development in the Project Land and further delivers exclusive possession thereof), and in part performance hereof allowed the Developer exclusive right to enter the Project Land, to develop the same by constructing or causing to be constructed new building and to take all steps in terms of this agreement.
- 29. OBLIGATIONS OF OWNERS:** In connection with the Said property, the Owners shall be obliged to carry out, observe and perform the following obligations:
- 29.1. The Said property and each part thereof is and shall be free of and from of Encumbrances and in case any Encumbrance arises or is detected in respect of the Said property or any part thereof at any time or in case any defect or deficiency in the title of the Said property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the Said property at any time, the same shall be rectified and cured by the Owners to complete the project;
- 29.2. The Owners undertakes to fully co-operate wherever necessary with the Developer for any requirement of the Developer for obtaining all permissions required for development of the Project Land.
- 29.3. The Owners shall allow the Developer to demolish the existing building and/or structures either by themselves or through any contractor to be appointed by him and so far as the salvage in respect of the aforesaid property is concerned the Developer shall enjoy the entire salvage value of the properties.
- 29.4. The Owners undertakes to act in good faith towards the Developer so that the Project can be successfully completed.

- 29.5. The Owners shall provide the Developer with all available documentation and information relating to the Project Land as may be required by the Developer from time to time.
- 29.6. The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 29.7. The Owners hereby covenants not to cause any interference or hindrance in the construction of the new Building.
- 29.8. The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area in the manner and to the extent mentioned in this agreement.
- 29.9. The Owners or their nominees shall apply for and obtain any approval, permission, No Objection Certificates and/or clearances that may be required for making the Said property fit for sanction of plans and its development as envisaged herein and also those that may be required in respect of the Ownership and title of the Said property at the cost and efforts of the Developer;
- 29.10. The Owners shall pay and clear up to date Municipal Tax, if any outstanding upto this date of agreement;
- 29.11. If the owners wishes to sell their share out of owner's allocation, then in that situation, the owners shall offer the same to the developer herein and the developer shall offer to buy back at the prevailing market rates after mutual discussion.

30. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDING:

- 30.1. The Owners hereby authorizes the Developer to appoint Architect/s and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.

- 30.2. Developer shall, construct, erect and complete the new Building in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **SCHEDULE - VI** hereunder. The decision of the Architect/s regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 30.3. The Developer shall at its own costs install and erect in the new Building, the Common Areas, Installations and Facilities including pump, water storage tanks, lift, overhead reservoirs, water and sewage connection and all other necessary amenities.
- 30.4. The Developer is hereby authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building but in no circumstances the Owners shall be responsible for the price/value, storage and quality or use of the building materials.
- 30.5. The Developer shall be authorized in the name of the Owners to apply for and obtain connections of water, electricity, drainage and sewerage.
- 30.6. The Developer upon the execution of this instant Development agreement with Power of Attorney shall apply for registration of instant project under WB RERA (if applicable) thereby shall fulfil all the obligations of WB RERA for the purpose of Development.

31. POWERS AND AUTHORITIES:

- 31.1. To enable the Developer to specifically perform its obligations arising out of this Agreement and subject to the other terms and conditions of this agreement, the Owners hereby nominate, constitute and appoint the Developer and persons nominated by the Developer to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the Project Land.

- 31.2. To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Building in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- 31.3. To enter upon the Project Land with men and material as may be required for the purpose of development work and erect the new Building as per the Building Plans to be sanctioned.
- 31.4. To appoint the named architect, contractors, Sub-Contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Building on the Project Land.
- 31.5. To apply for modifications of the Building Plans from time to time as may be required.
- 31.6. To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building but in no circumstances the Owners shall be responsible for the price/value, storage and quality and use of the building materials.
- 31.7. To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the Project Land.
- 31.8. To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Building on the Project Land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- 31.9. After completion of the construction of the New Building to apply for and obtain occupation and Completion Certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.

- 31.10. To enter into Agreements for Sale and Deed of Conveyance of the Units along with or without the corresponding undivided share in the Project Land, on such terms and conditions as the Developer may think fit and proper.
- 31.11. To execute from time to time deeds of transfer of all kinds and mode in respect of Flats/Units/Constructed spaces comprised in the Project Land without the corresponding undivided share in the Project Land, to receive consideration, rents, and deposits there for and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
- 31.12. To appear and represent before the Additional Registrar / Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Kolkata in connection with the sale and transfer of Flats/Units/Commercial spaces along with or without the corresponding undivided share in the Project Land in the Building constructed on the Project Land only for Developer's share and not the Owner's share under any circumstances.
- 31.13. To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the Project Land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign Vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on the Project Land without in anyway relating to or affecting the title of the Project Land.

- 31.14. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.
- 31.15. The Owners hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project and in accordance with the terms and conditions of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.
- 31.16. Notwithstanding grant of the aforesaid powers and authorities, the Owners shall grant to the Developer and/or its nominees a registered Development Power of Attorney and/or General Power of Attorney for the purpose of doing all acts required for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.
- 31.17. Notwithstanding grant of the aforesaid Development Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the Project Land before the registration of this Development Agreement.
- 31.18. While exercising the powers and authorities under the Development Power of Attorney or General Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners in any manner or put any financial or other obligation claim or liability upon the Owners.
- 31.19. The Owners hereby grant right to the Developer to get their property developed after amalgamation of the same into one premises if required, the Party of the Second Part being a Developer and having experience in construction of building and having sufficient infrastructure and finance, has agreed to undertake the construction of multi storied building or Building at the Said property as fully and particularly described hereunder written in accordance with the Plan and specification to be sanctioned by the Kolkata

Municipal Corporation or any other sanctioning authority and as such the Owners agreed to appoint the Developer and authorized him to complete the scheme of construction of the proposed multi storied building/Building.

32. TITLE DEEDS:

- 32.1. All respective original documents of title relating to the Said property exclusively shall be kept in a locker to be operated by the Developer herein.
- 32.2. The Owners herein indemnify and agree to keep the Developer saved, harmless and indemnified against all actions, proceedings, claims, related to Title of the Ownership.
- 32.3. The Owners and the Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers, buyers/transferees of their respective areas in the Building and financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required and the Owners agrees to produce the deeds and provide copies thereof and cooperate with the Developer fully in this regard.
- 32.4. After the completion of the Project and after handing over the Owners' allocation, all the title documents of the Project Land shall be handed over to the Developer by the Owners and will be under the possession of the Developer and subsequently to the Association.

33. SURVEY, SANCTION AND MODIFICATION OF BUILDING PLANS:

- 33.1. The Developer shall at its own cost and expenses cause to be prepared the proposed plans and send a copy of the same to the Owners. In case there is any point of discussion on the proposed plans between the Owners and the Developer, the same shall be done in the presence of the Architect/s for the project whose decision shall be final and binding on the parties.
- 33.2. The Developer shall be entitled from time to time to cause modifications and alterations to the new building plans or revised building plans in such manner

and to such extent as the Developer may deem fit and proper but with the consent of the Architect/s as well as the Owners. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.

33.3. With effect from the date of execution hereof, the Developer shall be entitled at its own costs to cause survey and soil testing work at the Said property and other preparatory works relating to the sanction of plans for the New Building.

34. CONSTRUCTION OF THE BUILDING:

34.1. The Developer shall construct and build the Building at the Said property in accordance with the Sanctioned Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.

34.2. The Developer shall construct erect and complete the Building in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the **SIXTH SCHEDULE** hereto save as may be modified or altered by mutual consent or approval of the Architect/s and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons.

34.3. The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Building, at its own cost.

34.4. The Developer shall be authorized and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building and also to sign and

execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Said property or any portion thereof and/or for obtaining any utilities and permissions.

- 34.5. The Developer shall be entitled to procure (either in its name or in the names of the Owners as may be deemed fit and proper by the Developer at its sole discretion and convenience) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipment and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.
- 34.6. The Architect/s and the entire team of people required for execution of the Building shall be such persons as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, laborers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 34.7. The construction work shall be carried out as per the discretion of the Developer.
- 34.8. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building and obtaining inputs, utilities and facilities therein.

- 34.9. The Developer shall deal with the KMC, MED, Planning Authority, Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, B.L.& L.R.O., and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi-Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or Transfer of the Building or anyway connected therewith.
- 34.10. The Developer shall not violate the provisions of KMC or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of Building. The Owners will not be responsible for any laches and/or lapses on the part of the Developer.
- 34.11. All costs and expenses for sanctioning of plans (including fees of the Architect/s and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Said property in terms hereof shall be borne and paid by the Developer and the Owners shall not be required to pay or contribute any amount on such account.
- 34.12. The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

35. TRANSFER:

- 35.1. The Developer shall Transfer the Units, Parking Spaces and other saleable spaces/constructed areas in the Building on the terms and conditions hereinafter contained.

- 35.2. The Owners agrees to sell and transfer their undivided shares in the land attributable to Units and other Transferable Areas to the Transferees thereof. However, the sale and/or transfer shall be done and completed only upon completion of construction of the concerned Transferable Areas and delivery of possession or execution of the deeds of conveyance in respect of the Transferable Units in favour of the Transferees and any agreement for sale that may be required to be entered with the Transferees will also expressly mention about this time frame agreed for completion of sale and/or transfer.
- 35.3. The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building in all media and to negotiate and settle the price and other terms of transfer with intending Transferees (out of the developer's allocation).
- 35.4. The Developer shall be entitled to appoint brokers, sub-brokers and other agents for sale and transfer of the Units and Parking Spaces in the Building at such remuneration and on such terms and conditions as it may deem fit and proper.
- 35.5. The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building in favour of any Transferee and if necessary to cancel revoke or withdraw any such booking.
- 35.6. The Developer shall be entitled to receive the entire Realizations including earnest money, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building or any part or share thereof in its own name and shall give receipts for the same which shall fully discharge the payee thereof.
- 35.7. The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the Owners and the marketing agents appointed for the purpose.
- 35.8. The agreements, receipts, confirmations, applications, final sale deeds or deeds of transfer and other documents relating to Transfer of the Units,

Parking Spaces and other saleable/transferable areas shall be executed by the Developer and the Owners wherever required provided that the Owners shall execute and register the final sale deeds or deeds of transfer thereby conveying the proportionate share in land attributable to the Units or other Transferable Areas conveyed thereby subject however to the receipt of the share of Realization in respect thereof in terms hereof.

35.9. The Owners may if so required by the Developer authorize and empower the Developer for execution and/or registration of the agreements, sale deeds and other contracts and documents by executing one or more powers of attorney in favour of the Developer.

35.10. Marketing Costs: All costs of brokerage, commission and like other amounts relating to Transfer as also any interest, damage or compensation payable to any Transferee or other person relating to the Building shall be borne by the Developer.

36. TIME OF COMPLETION:

36.1. Subject to force majeure and subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall construct the Building within **24 (Twenty Four) months** from the date of sanction of Building Plans by the appropriate authority with a grace period of **12 (Months) months** (hereinafter referred to as "the **Grace Period**"), as per the terms and conditioned as mentioned in this instant development agreement.

36.2. Force majeure shall mean general riot, war, tempest, civil commotion, epidemic, pandemic, strike or any other acts of God, shortage of materials, litigations, changes in law and any other reason beyond the control of the Developer.

37. DEFAULTS AND DIVISION OF THE BUILDING:

37.1. If at any time hereafter it shall appear that any of the Parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall

be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.

37.2. The Parties herein shall refer to any disputes or differences between them primarily before the Arbitration Tribunal as more fully provided hereinafter and accept and abide by the award made therein.

38. COVENANTS:

38.1. The Owners hereby declare and confirm that all acts deeds and things done by the Developer shall be fully binding on the Owners and each of them and the same shall always be deemed to have been done by the Developer for and on behalf of itself and the Owners. The receipts or acknowledgements issued by the Developer shall bind the Owners to the extent of its share of the amounts therein.

38.2. The Owners agree and covenant with the Developer not to cause any interference or hindrance in the development and/or Transfer of the Building at the Said property and not to do any act deed or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the Building or Transfer the same or doing and carrying out the other acts contemplated herein.

39. MISCELLANEOUS:

39.1. The Parties shall upon completion of the Building form an Association for the common purposes of management and maintenance of the Building and collection and disbursement of common expenses and till such time the Association is formed the Developer or its nominee shall be in charge for the Common Purposes.

39.2. Save and except the Developer's allocation of the aforesaid building, the Developer shall not be entitled to create any charge or mortgage or encumber the remaining share of the entire property with any financial institution or bank nor shall fasten the Owners for any financial liability and the developer alone will be liable to release the mortgage portion from such bank or financial institution.

- 39.3. All calculations pertaining to super built-up area and other areas shall be done on uniform principles by the Developer in respect of the Units and other constructed areas of the Building. The Developer shall decide the exact nature of the Common Areas and Installations in the Building and shall be entitled to add or alter the same from time to time and to identify and transfer exclusive areas in the Building to the intending buyers and transferees thereof.
- 39.4. For all or any of the purposes mentioned herein, the Owners shall fully cooperate with the Developer in all manner and sign execute submit and/or deliver all applications papers documents as may be required of by the Developer from time to time at the cost and expenses of the Developer.
- 39.5. All tax liabilities in relation to the construction including sales tax, works contract tax and other dues shall be paid by the Developer except GST subject to the condition that all statutory levies and taxes applicable for sale of the Owners' Allocation to the buyers thereof shall be entirely on account of the Owners Applicable share of GST for their allocation will be paid by the Owners.
- 39.6. The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly, the Developer shall not be liable for any Income Tax or Wealth Tax in respect of transfer of the Owners' Allocations and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocations.
- 39.7. It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.

39.8. The Owners do hereby also agree and permit the Developer to obtain loans or finances in respect of construction of the Building and also to get the Building at the Said property approved from Banks and/or the Financial Institutions (viz. Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank etc.) to enable the persons interested in acquiring and owning Units, Parking Spaces and other constructed areas or saleable spaces comprised in the Building to take loans from any such Banks or Financial Institutions. However, no mortgage of the landed property (original deed in possession of the owners) shall be allowed.

39.9. The Building shall be known by such name as be decided by the Developer considering the sentiment and the desire of the Owners herein.

40. ACQUISITION OF NEIGHBOURING PROPERTIES AND RELATED TERMS:

40.1. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto that the Developer is and shall be free to negotiate with the Owners of neighboring other properties on any side of the Said property and to acquire the same or enter into any contract or arrangement with such Owners and -

- (a) To develop the same jointly with the Said property under combined or separate building plans;
- (b) To consume the FAR allowable in respect of the said neighboring property (independently or consequent to amalgamation or joint development as the case may be) in any building or construction at the Said property and vice versa;
- (c) Amalgamate the same with the Said property, if required and vice versa;
- (d) To share any common areas, passages and installations, any electricity, water, generator, drainage, sewerage and other utilities and facilities in the Building in respect of any development or activity at the said neighboring properties and vice versa;

- (e) To use and utilize the permissions clearances certificates obtained for the Building in respect of any development or activity at the said neighboring properties and vice versa;
- (f) To earmark any development as part of any phase.

40.2. The Owners hereby consent and agree for amalgamation and/or otherwise joint development and further agrees and accepts that all and entire FAR and other benefits allowable in respect of any construction or other utilization arising due to the Developer acquiring any such neighboring other properties (independently or consequent to amalgamation or joint development as the case may be) and irrespective of the same being utilized in the Said property, shall entirely and exclusively belong to the Developer alone and the Developer hereby agrees that the Owners' Allocation or the total constructed area sanctioned in respect of the Said property shall not be affected due to any such inclusion of other properties.

40.3. The Owners agree to co-operate with the Developer fully and in all manner and to sign execute and/or register by and at the costs of the Developer, any deed of exchange or any other agreements or contracts and to do all acts deeds and things as may be required by and at the cost of the Developer in this behalf.

41. FORCE MAJEURE:

41.1. Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which is beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Indenture or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or pandemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and

any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation.

41.2. If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as is prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation,. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

42. NOTICE:

42.1. Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners and Developer is concerned the notice should only be given to:

IN CASE OF THE OWNERS:

I. SMT. MAHUA GAIN Wife of Late Dwipen Krishna Gaine, by faith Hindu, by Nationality Indian, having address at 90B Shyambazar Street), Shyambazar Street, Borough No. 1, Street No. 48, in the then town of Kolkata P.S

Shyampukur, P.O Hatkhola District: Kolkata, Pin 700005.

- II. MR. ABHIJIT GAIN s/o** Late Dwipen Krishna Gain by faith Hindu, By nationality Indian, residing at 90B Shyambazar Street), Shyambazar Street, Borough No. 1, Street No. 48, in the then town of Kolkata P.S Shyampukur, P.O Hatkhola District: Kolkata, Pin 700005
- III. MR. MONJIT GAINE** (s/o Late Kanchan Gaine by faith Hindu, By nationality Indian, residing at Dhanyakuria, Basirhat-II, Dhanyakuria, Basirhat-II, North 24 Parganas, P.O Dhanyakuria & P.S Matia, West Bengal, India, Pin. 743437,
- IV. MR. JOYJIT GAINE** s/o Late Kanchan Gaine by faith Hindu, By nationality Indian, residing at Dhanyakuria, Basirhat-II, Dhanyakuria, Basirhat-II, North 24 Parganas, , P.O Dhanyakuria & P.S Matia, West Bengal, India, Pin. 743437.
- V. MR. RAJIB GAIN** son of Malay Gain, By faith Hindu, By nationality Indian, By occupation Business, and having his residential address at 90A, Shyambazar Street, P.O - Hatkhola, P.S: Shyampukur, District: Kolkata, Pin No. 700005.

IN CASE OF THE DEVELOPER:

EQUINOX a partnership firm within the meaning of Indian Partnership Act having its registered office address at Nibedita Apartment, Flat No. 4C, 4th Floor, 49/1D, Maa Sarodamoni Sarani, P.S: Shyampukur, Kolkata - 700003

- Any such notice or other written communication shall be deemed to have been served:
- If delivered personally, at the time of delivery and duly receipted.
- If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
- In proving such service, it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered

post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities.

43. POST COMPLETION MAINTENANCE:

- 43.1. On completion the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Occupancy Certificate/ Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice and make the same habitable including in respect of the services (such as water, drainage, electricity, lift, etc.) and infrastructure.
- 43.2. The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective allocations to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof and in case any party is in default in payment of its liability, such party shall keep the other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by the other thereby.
- 43.3. Till handing over of the project to the Association the Developer shall be responsible for the management, maintenance and administration of the new Building. The Owners hereby agrees to abide by all the common rules and regulations to be framed for the management of the affairs of the new Building.
- 43.4. The Developer shall manage and maintain the Common Portions and services of the new Building and shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the new Building, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment and all other expenses incurred for common purpose.

44. GENERAL:

- 44.1. Nothing in this Agreement is intended to or shall be construed as a transfer or assignment of the Said property or any part thereof or any right, title or interest therein or the possession thereof in favor of the Developer. Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that the transfer of possession and/or title is not intended to and shall not take place by virtue of this Agreement.
- 44.2. In case of any dispute difference or question arising between the parties under this Agreement or with regard to the provisions of this Agreement or interpretation of the terms and conditions or provisions herein contained or anything done in pursuance hereof, the same shall be referred to a sole arbitrator, who shall be mutually agreed / appointed by all the Parties concerned, based in Kolkata and arbitration will be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended up to date and the award made upon such arbitration shall be final and binding on the Parties hereto. The Arbitrator shall be at liberty to proceed summarily and make interim awards. The award of the Arbitrator shall be final and binding on all the Parties.
- 44.3. The High Court of Kolkata shall have sole and exclusive jurisdiction to entertain, try and determine all actions and suit proceedings arising out of the disputes.
- 44.4. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if sent by prepaid registered post with acknowledgment due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.

45. INDEMNITY:

1. That the Owners and the Confirming Party herein indemnify and agrees to keep the Developer herein saved, harmless and indemnified against all

actions, proceedings, claims, demands, costs regarding the title of the property.

2. That the Owners and the Confirming Party hereby indemnify and agrees to keep the Developer saved, harmless and indemnified against any/all actions, proceedings, claims, demands, costs, losses or expenses that the Developer may suffer or incur hereafter by reason of any claims arising due to defect in the title, suppression of Fact, of any nature whatsoever arising in connection the subject property.

3. The Owners and the Confirming Party shall indemnify and keep indemnified the Developer from all liabilities / actions arising on account of any legal proceedings including third party claims on rights of ownership, non – compliance of any statutory requirements and / or any legal proceedings including that on account of the usage of the Said Property as a commercial premises and / or on account of any legal/penal actions arising out of any statutory violations / non – compliance with regard to the rights of ownership.

46. **POWER OF ATTORNEY** now know by these presents witness that We, the owners herein namely 1. **SMT. MAHUA GAIN** Wife of Late Dwipen Krishna Gain, by faith Hindu, by Nationality Indian, having address at 90B Shyambazar Street), Shyambazar Street, Borough No. 1, Street No. 48, in the then town of Kolkata P.S Shyampukur, P.O Hatkhola District: Kolkata, Pin 700005 2. **MR. ABHIJIT GAIN s/o** Late Dwipen Krishna Gain by faith Hindu, By nationality Indian, residing at 90B Shyambazar Street), Shyambazar Street, Borough No. 1. Street No. 48, in the then town of Kolkata P.S Shyampukur, P.O Hatkhola District: Kolkata, Pin 700005 3. **MR. MONJIT GAINE** (s/o Late Kanchan Gaine by faith Hindu, By nationality Indian, residing at Dhanyakuria, Basirhat-II, Dhanyakuria, Basirhat-II, North 24 Parganas, P.O Dhanyakuria & P.S Matia, West Bengal, India, Pin. 743437, 4. **MR. JOYJIT GAINE** s/o Late Kanchan Gaine by faith Hindu, By nationality Indian, residing at Dhanyakuria, Basirhat-II, Dhanyakuria, Basirhat-II, North 24 Parganas, P.O Dhanyakuria & P.S Matia, West Bengal,

India, Pin. 743437, 5. **MR. RAJIB GAIN** son of Malay Gain, By faith Hindu, By nationality Indian, By occupation Business, and having his residential address at 90A, Shyambazar Street, P.O - Hatkhola, P.S: Shyampukur, District: Kolkata, Pin No. 700005. (all being the owners herein) do hereby jointly nominate, constitute and appoint **EQUINOX**, a partnership firm within the meaning of Indian Partnership Act having its registered office address at Nibedita Apartment, Flat No. 4C, 4th Floor, 49/1D, Maa Sarodamoni Sarani, P.S: Shyampukur, Kolkata - 700003 represented by its partners namely **1. MR. TUHIN CHATTERJEE (PAN: AEVPC6143D) (AADHAAR: 4330 8342 8531)** son of Sri Tarun Kumar Chatterjee, By faith Hindu, By nationality Indian, By occupation Business, and having his Registered Office address at No.10 B Bhabanath Sen Street, Post Office Tala, Police Station: Tala, in the District of Kolkata, Pin. 700004 **2. MR. RAJIB GAIN, (PAN: AHCPG0579M) (AADHAAR: 5163 3652 0081)** son of Malay Gain, By faith Hindu, By nationality Indian, By occupation Business, and having his residential address at 90A, Shyambazar Street, P.O - Hatkhola, P.S: Shyampukur, District: Kolkata, Pin No. 700005 the Developer/Attorney, to be our true and lawful attorney our name and on our behalf to do and/or execute all or any of the following acts, deeds, matters and things for me and on our behalf and in our name, to execute and perform all or any of the following acts and Deeds, matters and things as mentioned hereinafter:

- i. To make and prepare and/or cause to be made and prepared all such layout, sub-division, plans, specifications and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable at the discretion of the Attorney for the purpose of constructing the buildings on the Said property and to engage the services of any Architect, Engineer, Consultant, or any person as may be necessary or advisable at the discretion of the said attorney and to pay necessary fees and premium 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 Kolkata Municipal Corporation and/or other authorities.
- ii. To pay and discharge all ground rent, taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever payable for or on account of the said property from the date of the execution of the said Agreement onwards.
 - iii. To commence, carry out and complete and/or cause to be commenced and completed, construction work on the said property in accordance with the sanctioned plans, specifications and/or the permissions granted by the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976.
 - iv. To invite tenders and offer for the purpose of construction of one or more building(s) or structure(s) on the Said Property, to accept such tenders or offers and such consideration and on such terms and conditions as the said attorney may in its absolute discretion with consultation to the Owners above named and to give the construction contract to such person(s) as the said Attorneys may deem fit and proper and to get all such building(s) or structure(s) duly completed by the said contractor/s for the purpose of development of the Said Property wholly, partly or in stages and for construction(s) of buildings or structure(s) thereon. Said Attorneys may in its absolute discretion deem fit and to pay the cost of construction and development of the said building(s) or structure(s) and furnishing of the property to such contractor/s and other person/s or bodies and to obtain valid receipts and discharges therefore to enter into contracts for supply of materials, labour and for all other services.
 - v. To correspond with all concerned authorities and bodies in connection with the sanction of plans, obtaining of floor space index for the construction proposed to be carried out on the said Property and any other matters pertaining to the said property.

- vi. To deal and correspond with the concerned Authorities in connection with or relating to the development of the said property and in particular to do the following acts, deeds, matters and things including but not limited to:
- (a) To apply for and obtain, sanction, revalidation with further alterations or additions or modifications, as our said Attorney may require;
 - (b) To apply for and obtain the occupation and/or completion certificate(s) in respect of the buildings to be constructed and completed on the said property;
 - (c) To apply for and obtain, necessary clearances and/or No Objections from Statutory Authority/s.
- vii. To appear and represent us before any and all concerned authorities and parties as may be required and/or advisable for or in connection with the development of the said property and to make such agreement(s) arrived at such arrangement as may be conducive to the development work and completing the same.
- viii. To enter upon the said property at any time, affix board, put the barbed wire fencing or construct a compound wall on the said property or any portion thereof as per demarcation thereof and to make all payments for getting the work done.
- ix. To represent before the public, local and/or private authorities in respect of the development of the said property and to make such of the actions and things as may be necessary for effectually commencing the said construction and/or development work and completing the same.
- x. To deal with the electricity and water supply authorities for the supply of electricity and water to the buildings that may be constructed on the said property and for that purpose to sign and/or execute all letters, applications, undertakings, or subscribed to terms and conditions as

may from time to time be thought necessary or as may be required by the concerned authorities.

- xi. To empower on our behalf and in our name and to represent our 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 whatsoever and to execute the necessary documents in connection therewith.
- xii. To ask, demand, sue for, enforce payment or/and recover and receive and give effectual receipt and discharge from any person or persons, rents and/or compensation and/or mesne profits in respect of the said property.
- xiii. To apply for refund of deposits made or to be made with the concerned Authorities and receive the said refunds.
- xiv. To appoint Contractors/sub-contractors/dealers/sub-dealers and to negotiate and decide the terms and conditions thereof concerning the said property and/or the building(s) or block(s) to be constructed thereon and/or for carrying on the interior works therein and also for supply of materials required in connection therewith, from time to time and to revoke its appointments and pay its remunerations/bills to be raised, time to time, including miscellaneous charges.
- xv. To nominate, appoint, engage and authorize solicitors, advocates, attorneys, pleaders in respect of any litigation concerning the said property and/or any structure, building, or block, or any self-contained flats or commercial spaces to be constructed on the said property and to execute Vakalatnama or other necessary authorities in their favour from time to time and instruct them and pay their remuneration/bills/fees including special fees and other charges and to discontinue them and also to appoint and engage other solicitors, advocates, attorneys, pleaders afresh and instruct them accordingly.

- xvi. To instruct solicitors, advocates, attorneys, pleaders regarding drafting of pleadings including written Statements, applications, petitions, affidavits relating to the said property and/or any structure, building, or block, or any self-contained flats or commercial space to be constructed on the said property
- xvii. To execute and present for registration, on behalf of the parties, agreements and/or conveyances for sale or lease and/or transfer of flat(s) and/or unit(s) within the Developer's Allocation and for such purpose, to appear before the appropriate authority including Registrar and Sub-Registrars.
- xviii. To appoint and engage Income-tax and sales tax practitioners, Chartered Accountants, Architects, Surveyors, Engineers, and other professional agents in respect of the project to be constructed on the said property.
- xix. To make, sign and submit applications, petitions, letters and memorandum of appeals, etc. to appropriate Government Departments, Local authorities and/or other Competent Authorities under any law, for the time being in force, for all and any licenses, permissions, exemptions, sanctions and consents required by any law or otherwise in connection with the management, improvements and development and construction in the said property.
- xx. In connection with or relating to the Said property to take action against person or tenants, occupiers, etc. if any, in any court, to represent using any Court of Law and to sign all applications, plaints, written statements, affidavits, review, appeal, petitions, on our behalf from time to time be found necessary and proper and/or enter into any agreement relating to development of the Said property and to otherwise deal with the same effectively for all intents and purposes as aforesaid.
- xxi. To institute suit and defend the same or to refer the same to arbitration or to otherwise 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 our behalf.
- xxii. In case the property or any part thereof is notified for acquisition or requisition or reservation or road widening, to appear before the relevant authorities and to file applications, objections, claims for compensation or otherwise and to do all other acts, deeds, matters and things as may be necessary in that behalf and to file appeals, references, petitions against any order or orders made by such acquisition or requisitioning authorities and to accept service of any writ, summons or other legal proceedings or motion and to appear and represent me in any court and before all magistrates, judges, judicial officers and other authorities and tribunals whatsoever as by the Attorney shall be thought advisable and to commence and continue any suit, petitions, actions or any other proceedings in any court of law and before any public officers or tribunals for receiving compensation for acquisition, requisition, reservation and/or relief for de-acquisition or derequisitioning or de-reservation or otherwise whatsoever.
- xxiii. To make application to the authorities and such other private and public authorities for making availability of water, electricity, etc. on the Said property that may be required for commencing the development work and to complete the same and for that to execute necessary writings including undertakings.
- xxiv. To make applications to the government or semi-government authorities for sanction of cement and steel and/or such other building materials as may be required for the said development work and for that purpose to execute necessary writings including undertakings and bonds and to furnish necessary deposits for the same.
- xxv. To manage the Said property and to take such of the steps as may be necessary to manage the Said property till the time of completion of its development.

- xxvi. To evict or take possession of the Said property in occupation of the tenants, occupants or trespassers, if any, on the Said property or any part thereof and to take all steps in that behalf such as negotiation, settlement, compromise or make agreements to get their rights surrendered and extinguished.
- xxvii. To deal with the existing tenants of the commercial spaces and negotiate with them for allocating new commercial spaces in the newly constructed Building on the Scheduled Property.
- xxviii. To mortgage the unit under Developer's Allocation or any part thereof in favour of any bank(s) or other financial institutions in such a manner as the Attorneys think fit and proper in consultation with me for obtaining a loan and also to execute necessary deeds, affidavits, indemnity bonds or other relevant documents for creation of mortgage or charge on the share under Developer's Allocation only on its own behalf as also on our behalf as our Attorney.
- xxix. To sign and execute all papers, correspondence and all other documents and assurances and documents of any kind whatsoever which I ourselves could have done for the completion of the said development work.
- xxx. To attend and to represent me before any Collector, Authorities or officers of Government of India or any other State or States, before all Revenue, Municipal, Public or other officers including those of Income-tax as occasion shall arise for any purpose connected with the said development work.
- xxxi. To do any act, deed or thing, as our said Attorney(s) may deem fit and proper and necessary in the best interest of the development of the Said property and sale of the Units within Developer's Allocation only, including all other acts and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.

- xxxii. For any of the purposes mentioned hereinabove to sign all applications, papers, undertakings, terms and conditions as may be required from time to time, at its own cost.
- xxxiii. To advertise in the newspapers for the sale of the Units within the Developer's allocation and to enter into agreements for the sale of such Units within the Developer's allocation with the prospective purchasers on and for such price or consideration and upon such terms and conditions as our Attorney shall deem fit and proper and for the same and also to execute all such writings as may be necessary, effectually entering into the said agreements for sale of the Units and to do all such necessary acts and things as may be necessary or proper in that behalf.
- xxxiv. To develop and negotiate sale of the buildings consisting of apartments/flats ("**Units**") for residential purpose, commercial units and/or ancillaries in the Said property out of the Developer's Allocation and for that purpose to negotiate and execute agreements with the prospective purchasers on such terms and conditions as the Attorney may think fit and proper and to receive and appropriate the entire consideration for and in respect of the aforesaid sale and to give receipt for the same.
- xxxv. To apply for no objection certificate or necessary permissions from the Kolkata Municipal Corporation for occupying the building and to do all acts, deeds or things for the said purpose.
- xxxvi. To sign, transfer forms, documents and writing for transferring the Said property in the records of Kolkata Municipal Corporation authorities and other public authorities and to do all other acts in connection therewith.
- xxxvii. For all or any of the purposes of and power, authorities and discretions conferred by these presents to use and sign in our names or in which I may be in any way interested or to use and sign its name as our Attorney shall think fit without any reference or recourse to us.

- xxxviii. And also for more effectually doing, executing and performing the several matters and things aforesaid to appoint from time to time or generally such person or persons as our Attorney may think fit as their substitute or substitutes, to do, execute and perform all or any of such matters and things as aforesaid and any such substitute and I hereby agree at all times to ratify and confirm whatever our Attorney or any such substitutes or substitute shall lawfully do or cause to be done in or about the Said property and the development of the same.
- xxxix. And to do everything whatever which may be at the sole discretion of our said Attorney deemed fit or expedient for sale and/or enjoyment and/or development of the Said property and which we ourselves could do if personally present and as if this power had not been executed.
- xl. And generally to do and cause to be done all acts, deeds, matters and things as our said Attorney shall think fit and proper for the purpose of sale of the Units under Developer's Allocation, and enjoyment and the development of the Said property, as amply and effectual as we could have personally done.
- xli. All charges and expenses of and incidental to any act, deed, matter or thing done or caused to be done by our said Attorney in exercise of any power or powers herein contained shall be borne and paid and provided for by our said Attorney alone but subject to the right of the Attorney under the Agreement to reimburse itself out of the sale proceeds of the Units within developer's allocation towards all the above costs, including the development costs incurred for the development of the Said property and the said Attorney shall indemnify and keep indemnified our estate and effects from and against the payment of the aforesaid costs

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that the piece and parcel of land admeasuring all that the piece and parcel of land admeasuring an area of **4 Cottahs, 5 Chittacks and 37 Square Feet**

(equivalent to **7.213 Decimal** more or less) Together proportionate share of partly one storied and partly two storied brick built meassuage or dwelling house standing thereon (having an area of 1200 square feet on the ground floor and 900 square feet on the first floor), situate lying at or being Premises No. 90B, (formerly Premises No. 134), Shyambazar Street, Borough No. 1, Street No. 48, in the then town of Kolkata P.S Shyampukur, District: Kolkata, within the local limits of Kolkata Municipal-Corporation, Assessee No. 110084800715, Ward No. 008, Pin 700005 _Butted and bounded by:

ON THE NORTH	By premises in Hem Kar Bye Lane
ON THE SOUTH	By Shyambazar Street (40ft wide road)
ON THE EAST	By premises No. 90A, Shyambazar Street
ON THE WEST	By premises No. 91, Shyambazar St.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(TENTATIVE COMMON AREAS AND INSTALLATIONS)

- A. **Common Areas & Installations at any Block:**
1. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the installation of lifts at the Designated Block.
 2. Electrical installations with main switch and meter and space required therefore in the Building.
 3. Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
 4. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- B. **Common Areas & Installations at the Building:**
1. Electrical installations and the accessories and wirings in respect of the Building and the space required therefore, if installed.

2. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Building.
3. Water waste and sewerage evacuation pipes and drains from the several Building to the drains.
4. Lift and Lift Room

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective building of the building and decorating and coloring all such parts of the property as usually are or ought to be.
3. Maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Paying a fair proportion of the cost of clearing repairing installing any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the building.
6. Insuring any risks.
7. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
8. Cleaning as necessary of the areas forming parts of the building.
9. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the building and providing such additional apparatus as the builder may think fit.

- 10.** Maintaining and operating the lift.
- 11.** Providing and arranging for emptying the receptacles for rubbish.
- 12.** Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various building of the building or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
- 13.** Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
- 14.** Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
- 15.** Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
- 17.** Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owners/occupier of any flat/flats.
- 18.** Insurance of firefighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
- 19.** Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
- 20.** The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.

21. In such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the building.
23. Any other expense for common purpose.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

OWNERS' ALLOCATION - Shall mean **SMT. MAHUA GAIN** and **MR. ABHIJIT GAIN** jointly will get a **Covered Area flat of 1000 sqft.** A bit more or less on the third floor on the Shyambazar Street side, and **MR. MONJIT GAINE** will get a **Covered Area flat of 500 sqft.** a bit more or less on the fourth floor on the Shyambazar Street side and **MR. JOYJIT GAINE** will get a **Covered Area flat of 500 sqft.** a bit more or less on the third floor on the Northern part of the 3rd floor of the G+4 storied building (towards the Hem Kar Bye Lane side) which is to be constructed upon the Said Property and in accordance with the terms and conditions of these present including proportionate share in the common facilities and amenities on pro rata basis.

and Rafib gain will get 100 sqft

THE FIFTH SCHEDULE ABOVE REFERRED TO:

DEVELOPER'S ALLOCATION - Shall mean the remaining area of the entire building apart from the owners' allocation of the G+4 storied building which is to be constructed, and after allotment of Owners' Allocation written in accordance with the terms and conditions of these present including proportionate share in the common facilities and amenities on pro rata basis

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Specifications)

A. STRUCTURE: The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the appropriate authority.

B. FLOORING: Flooring in the rooms of the Units shall be of vitrified tiles.

C. UNIT:

1. Flooring : Floor tiles.
2. Walls : Plaster of Paris.
3. Windows : Aluminum Sliding Glass windows.
4. Electrical : Copper concealed insulated wiring, semi-modular Switches.
5. Plumbing : concealed pipes, white sanitary wares in toilet.
6. Generator : 24 Hours Power Backup
7. Lift Facility
8. The Parking space to be owned by the Developer herein.
9. All materials used in construction, from TMT bars, cement, wiring, floor tiles, bathroom fittings, etc., shall be of good branded quality and mutually approved by the Developer and the Owners.

IN WITNESS WHEREOF we have executed and signed these presents this 07th day of October 2024.

Moumit Gaine

Joyjit Gaine

Rajib Sain

Mahua Gaine

Abhijit Gaine

SIGNATURE OF OWNERS:

SIGNATURE OF THE DEVELOPER:

EQUINOX

[Signature]
Partner

EQUINOX

[Signature]
Partner

Witness:

1. Anupa Bm
2. Anupa Bm
Reminuary
S.C court
KOL-14

Rajib K2 Mondal ALU

F-1613A/1583/1999.

Drafted on the basis of the available documents & information/instruction as provided by the parties herein also read over and explained in Bengali to all the parties herein and admitted the same by the executants as true and correct.

Scadden court
KOL-14.

SPECIMEN FORM FOR TEN FINGERPRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Mahua Gair



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Abhijit Gair



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Jyoti Gair



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

SPECIMEN FORM FOR TEN FINGERPRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Rajib Sain

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Monjit Gaine

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Joyjit Gaine

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Major Information of the Deed

Deed No :	I-1904-14999/2024	Date of Registration	07/10/2024
Query No / Year	1904-2002572061/2024	Office where deed is registered	
Query Date	27/09/2024 11:18:05 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	A Bagchi S C Court,Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 7001449174, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 2,42,86,625/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,070/- (Article:48(g))	Rs. 32/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :






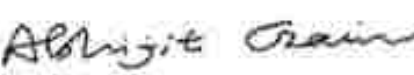


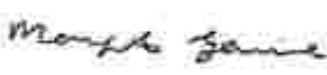
District: Kolkata, P.S:- Shyampukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Shyambazar Street, Premises No: 90B, , Ward No: 008 Pin Code : 700005







Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 5 Chatak 37 Sq Ft	1/-	2,16,01,250/-	Width of Approach Road: 40 Ft.,
Grand Total :				7.2004Dec	1 /-	216,01,250 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2100 Sq Ft.	1/-	11,10,375/-	Structure Type: Structure
Gr. Floor, Area of floor : 1200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 47 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 47 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	2100 Sq Ft.	1/-	15,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1200 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					
Total :		4200 sq ft	2 /-	26,85,375 /-	

Land Lord Details :



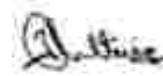


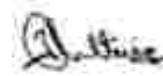


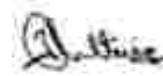
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt Mahua Gain Wife of Late Dwipen Krishna Gain Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office		 Captured	
	07/10/2024		LTI 07/10/2024	07/10/2024
Unsani, 90B, Shyambazar Street, City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:- Kolkata, West Bengal, India, PIN:- 700005 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.: avxxxxxx6c, Aadhaar No: 29xxxxxxxx8919, Status :Individual, Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Mr Abhijit Gain Son of Late Dwipen Gain Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office		 Captured	
	07/10/2024		LTI 07/10/2024	07/10/2024
90B, Shyambazar Street, City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.: alxxxxxx2a, Aadhaar No: 20xxxxxxxx3654, Status :Individual, Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	Mr Monjit Gaine Son of Late Kanchan Gain Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office		 Captured	
	07/10/2024		LTI 07/10/2024	07/10/2024
Dhanyakuria, City:- Not Specified, P.O:- Dhanyakuria, P.S:-Basirhat, District:-North 24-Parganas, West Bengal, India, PIN:- 743437 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.: ahxxxxxx4e, Aadhaar No: 61xxxxxxxx5101, Status :Individual, Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	Mr Joyjit Gaine Son of Late Kanchan Gain Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office		 Captured	
	07/10/2024	LTI 07/10/2024	07/10/2024	
Dhanyakuria, City:- Not Specified, P.O:- Dhanyakuria, P.S:-Basirhat, District:-North 24-Parganas, West Bengal, India, PIN:- 743437 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: ayxxxxxx3j, Aadhaar No: 20xxxxxxxx3654, Status :Individual, Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office				
5	Name	Photo	Finger Print	Signature
	Mr Rajib Gain Son of Malay Gain Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office		 Captured	
	07/10/2024	LTI 07/10/2024	07/10/2024	
90A, Shyambazar Street, City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: ahxxxxxx9m, Aadhaar No: 51xxxxxxxx0081, Status :Individual, Executed by: Self, Date of Execution: 07/10/2024 , Admitted by: Self, Date of Admission: 07/10/2024 ,Place : Office				




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Equinox 49/1D, Ma Saradmoni Sarani, City:- Kolkata, P.O:- Shyampukur, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003 Date of Incorporation:XX-XX-2XX4 , PAN No.:: AAxxxxxx7F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :




Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td>Mr Tuhin Chatterjee (Presentant) Son of Shri Tarun Kumar Chatterjee Date of Execution - 07/10/2024, , Admitted by: Self, Date of Admission: 07/10/2024, Place of Admission of Execution: Office</td> <td></td> <td> Captured</td> <td></td> </tr> <tr> <td>Oct 7 2024 1:00PM</td> <td>LTI 07/10/2024</td> <td>07/10/2024</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Tuhin Chatterjee (Presentant) Son of Shri Tarun Kumar Chatterjee Date of Execution - 07/10/2024, , Admitted by: Self, Date of Admission: 07/10/2024, Place of Admission of Execution: Office		 Captured		Oct 7 2024 1:00PM	LTI 07/10/2024	07/10/2024	
Name	Photo	Finger Print	Signature										
Mr Tuhin Chatterjee (Presentant) Son of Shri Tarun Kumar Chatterjee Date of Execution - 07/10/2024, , Admitted by: Self, Date of Admission: 07/10/2024, Place of Admission of Execution: Office		 Captured											
Oct 7 2024 1:00PM	LTI 07/10/2024	07/10/2024											

10B, Bhabanath Sen Street, City:- Not Specified, P.O:- Tala, P.S:-Ultadanga, District:-South 24-Parganas, West Bengal, India, PIN:- 700004, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: aexxxxx3d, Aadhaar No: 43xxxxxxxx8531 Status : Representative, Representative of : Equinox

2	Name	Photo	Finger Print	Signature
	Mr Rajib Gain Son of Malay Gain Date of Execution - 07/10/2024, , Admitted by: Self, Date of Admission: 07/10/2024, Place of Admission of Execution: Office		 Captured	
		Oct 7 2024 5:08PM	LTI 07/10/2024	07/10/2024

90A, Shyam Pukur Street, City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: ahxxxxx9m, Aadhaar No: 51xxxxxxxx0081 Status : Representative, Representative of : Equinox

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Anupam Bagchi Son of R M Bagchi City:- Not Specified, P.O:- Entally, P.S:- Entally, District:-South 24-Parganas, West Bengal, India, PIN:- 700014		 Captured	
	07/10/2024	07/10/2024	07/10/2024
Identifier Of Smt Mahua Gain, Mr Abhijit Gain, Mr Monjit Gaine, Mr Joyjit Gaine, Mr Tuhin Chatterjee, Mr Rajib Gain, Mr Rajib Gain			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt Mahua Gain	Equinox-1.44008 Dec
2	Mr Abhijit Gain	Equinox-1.44008 Dec
3	Mr Monjit Gaine	Equinox-1.44008 Dec
4	Mr Joyjit Gaine	Equinox-1.44008 Dec
5	Mr Rajib Gain	Equinox-1.44008 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt Mahua Gain	Equinox-420.00000000 Sq Ft
2	Mr Abhijit Gain	Equinox-420.00000000 Sq Ft
3	Mr Monjit Gaine	Equinox-420.00000000 Sq Ft
4	Mr Joyjit Gaine	Equinox-420.00000000 Sq Ft
5	Mr Rajib Gain	Equinox-420.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Smt Mahua Gain	Equinox-420.00000000 Sq Ft
2	Mr Abhijit Gain	Equinox-420.00000000 Sq Ft
3	Mr Monjit Gaine	Equinox-420.00000000 Sq Ft
4	Mr Joyjit Gaine	Equinox-420.00000000 Sq Ft
5	Mr Rajib Gain	Equinox-420.00000000 Sq Ft

Endorsement For Deed Number : I - 190414999 / 2024

On 07-10-2024

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

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

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

Presented for registration at 14:50 hrs on 07-10-2024, at the Office of the A.R.A. - IV KOLKATA by Mr Tuhin Chatterjee .,

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 2,42,86,625/-

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

Execution is admitted on 07/10/2024 by 1. Smt Mahua Gain, Wife of Late Dwipen Krishna Gain, Unsani, 90B, Road: Shyambazar Street, , P.O: Hatkhola, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession House wife, 2. Mr Abhijit Gain, Son of Late Dwipen Gain, 90B, Road: Shyambazar Street, , P.O: Hatkhola, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession Others, 3. Mr Monjit Gaine, Son of Late Kanchan Gain, Dhanyakuria, P.O: Dhanyakuria, Thana: Basirhat, , North 24-Parganas, WEST BENGAL, India, PIN - 743437, by caste Hindu, by Profession Others, 4. Mr Joyjit Gaine, Son of Late Kanchan Gain, Dhanyakuria, P.O: Dhanyakuria, Thana: Basirhat, , North 24-Parganas, WEST BENGAL, India, PIN - 743437, by caste Hindu, by Profession Others, 5. Mr Rajib Gain, Son of Malay Gain, 90A, Road: Shyambazar Street, , P.O: Hatkhola, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession Business

Indetified by Mr Anupam Bagchi, , Son of R M Bagchi, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Others

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

Execution is admitted on 07-10-2024 by Mr Tuhin Chatterjee,

Indetified by Mr Anupam Bagchi, , Son of R M Bagchi, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Others

Execution is admitted on 07-10-2024 by Mr Rajib Gain,

Indetified by Mr Anupam Bagchi, , Son of R M Bagchi, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 32.00/- (E = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 32/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 07/10/2024 9:03AM with Govt. Ref. No: 192024250243341128 on 07-10-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 6601012510825 on 07-10-2024, Head of Account 0030-03-104-001-16
Online on 07/10/2024 4:24PM with Govt. Ref. No: 192024250243706188 on 07-10-2024, Amount Rs: 11/-, Bank: SBI EPay (SBIEPay), Ref. No. 5167127038519 on 07-10-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,070/- and Stamp Duty paid by Stamp Rs. 100.00/-, by online = Rs 39,970/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 33867, Amount: Rs.100.00/-, Date of Purchase: 03/10/2024, Vendor name: M Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 07/10/2024 9:03AM with Govt. Ref. No: 192024250243341128 on 07-10-2024, Amount Rs: 39,920/-, Bank: SBI EPay (SBlePay), Ref. No. 6601012510825 on 07-10-2024, Head of Account 0030-02-103-003-02
Online on 07/10/2024 4:24PM with Govt. Ref. No: 192024250243706188 on 07-10-2024, Amount Rs: 50/-, Bank: SBI EPay (SBlePay), Ref. No. 5167127038519 on 07-10-2024, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 775815 to 775887

being No 190414999 for the year 2024.



Mohul

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.10.08 18:04:07 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 08/10/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.