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पश्चिम बंगाल WEST BENGAL

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AG 354651


District Sub-Register-II
Alipore, South 24-Parganas

24 JAN 2022

DEVELOPMENT AGREEMENT

together with DEVELOPMENT POWER OF ATTORNEY

THIS DEED OF DEVELOPMENT AGREEMENT TOGETHER

WITH DEVELOPMENT POWER OF ATTORNEY is made this

the 21st day of January, 2022 (Two Thousand Twenty-Two) ;

:- BETWEEN :-

(1) **SMT. TEJASREE DEB**, having PAN : ACUPD7801N, Aadhaar No.5075 1227 0175, wife of Sri Pijush Kanti Deb, by creed : Hindu, Indian by National, by occupation : House-Wife, residing at "**ROSEDALE GARDEN**", Flat No.17A, Tower : 4, Action Area : 3, New Town, Near Karighari Bhaban, Post Office : Rajarhat-New Town, Police Station : New Town, Kolkata : 700156, District : 24 Parganas (North), (2) **SMT. DIBYASREE BASU**, having PAN : AEXPB6922K, Aadhaar No.2622 8097 5414, wife of Ranjan Basu, by creed : Hindu, Indian by National, by occupation : House-Wife, residing at 52/D/12, Babu Bagan Lane, Post Office : Dhakuria, Police Station : Lake, Kolkata : 700031, District : 24 Parganas (South), (3) **SMT. SUVASREE GHOSH**, having PAN : AKIPG0124B, Aadhaar No.9858 3900 4109, wife of Sri Saibal Ghosh, by creed : Hindu, Indian by National, by occupation : House-Wife, residing at 11/42A, Panditia Road, Post Office : Sarat Bose Road, Police Station : Gariahat, Kolkata : 700029, District : 24 Parganas (South) and (4) **SRI SUBHAJIT GUHA**, having OCIC No.A3387980, son of Late Indrajit Guha, by creed : Hindu, Indian by National, by occupation : Service, at present residing at Washington DC - USA and permanent resident of 52/D/12, Babu Bagan Lane, Post Office : Dhakuria, Police Station : Lake, Kolkata : 700031, District : 24 Parganas (South),



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hereinafter jointly called and referred to as "the **OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

SUN POWER REALTY LLP, having PAN : ADFFS8986D, a Partnership Firm, a Limited Liability Partnership Firm, having its registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office : Sarat Bose Road, Police Station : Rabindra Sarobar, Kolkata : 700029, being represented by one of its Partners **SRI JAY S. KAMDAR**, having PAN : AKWPK2270L, Aadhaar No.7074 3050 7318, son of Sri Sharad. H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, hereinafter called and referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office and assigns) of the **OTHER PART**.



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WHEREAS originally one Smt. Mukul Guha had purchased **ALL** **THAT** piece and parcel of land measuring about 5 (Five) Cottahs more or less being Plot No.P-27, situate and lying at Mouza : Dhakuria, under Khatian No.282, appertaining to C.S. Dag No.1077, J.L. No.18, Touzi No.230/233, under Police Station : previously Tollygunge thereafter Jadavpur at present Lake, within the limits of the then Calcutta Corporation thereafter the Calcutta Municipal Corporation now the Kolkata Municipal Corporation from the then Owner Smt. Bimala Bala Dasi and Balai Chandra Mondal by virtue of a registered Deed of Bengali Kobala for the valuable consideration as mentioned therein. The aforesaid Deed was duly registered on 3rd December, 1954 in the Office of the Sub-Registrar at Alipore Sadar and recorded in Book No.I, Volume No.135, Pages 29 to 35, Being No.8044 for the year 1954.

AND WHEREAS thereafter said Smt. Mukul Guha along with his husband Indrajit Guha mortgaged the aforesaid property with "**THE GOVERNOR OF THE STATE OF WEST BENGAL**" by virtue of an Indenture of Bond dated 22nd March, 1956, which was registered in the Office of the Sub-Registrar at Alipore Sadar and recorded in Book No.I, Volume No.47, Pages 99 to 107, Being No.2435 for the year 1965.



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AND WHEREAS subsequently said Smt. Mukul Guha and Indrajit Guha duly released the aforesaid property from the said "THE GOVERNOR OF THE STATE OF WEST BENGAL" by virtue of a registered Indenture of Re-Conveyance, which was duly registered on 31st August, 1967 in the Office of the Sub-Registrar at Alipore and recorded in Book No.I, Volume No.129, Pages 41 to 46, Being No.6658 for the year 1967.

AND WHEREAS thereafter said Smt. Mukul Guha duly constructed structure having an area of 4800 (Four Thousand Eight Hundred) Square Feet more or less upon a portion of her aforesaid property and started living therein with the members of her family.

AND WHEREAS while absolutely seized and possessed the aforesaid property as Owner thereof, said Smt. Mukul Guha died intestate on 8th September, 1999 leaving behind surviving her husband Indrajit Guha, one son Subhajit Guha and three daughters viz. Smt. Tejasree Deb, Smt. Dibyasree Basu and Smt. Suvasree Ghosh as her only legal heirs and successors, who jointly inherited the aforesaid property as per Hindu Succession Act, 1956.



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AND WHEREAS thereafter said Indrajit Guha also died intestate on 2nd May, 2008 leaving behind him surviving his aforesaid one son and three daughters as his only legal heirs and successors, who jointly inherited the undivided share of the aforesaid property left by their father as per Hindu Succession Act, 1956.

AND WHEREAS after such inheritance, said Subhajit Guha, Smt. Tejasree Deb, Smt. Dibyasree Basu and Smt. Suvasree Ghosh duly mutated their names with the Office of the Kolkata Municipal Corporation and after such mutation, the aforesaid property known and numbered as Municipal Premises No.52D/12, Babu Bagan Lane, Police Station : Lake, Kolkata : 700031, under Ward No.92, bearing Assessee No.21-092-02-0094-1 and they used to pay the necessary taxes to the said Authority.

AND WHEREAS in the manner stated above, said Smt. Tejasree Deb, Smt. Dibyasree Basu, Smt. Suvasree Ghosh and Subhajit Guha, the Party hereto of the One Part herein became the joint Owners of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 5 (Five) Cottahs more or less together with structure having an area of 4800 (Four Thousand



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Eight Hundred) Square Feet more or less standing thereon being Plot No.P-27, situate and lying at and being Municipal Premises No.52D/12, Babu Bagan Lane, Police Station : Lake, Kolkata : 700031, within the limits of Kolkata Municipal Corporation, under Ward No.92, bearing Assessee No.21-092-02-0094-1, hereinafter called and referred to as "the **SAID PROPERTY/PREMISES**", morefully described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Owners herein desirous to develop their said property by raising a multistoried Building thereon after getting necessary sanction Building Plan from the Kolkata Municipal Corporation.

AND WHEREAS the Owners have declared and represented as under :-

1. The property of the Owners is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever save and except the aforesaid tenancy.
2. That the Owners are not defaulter in payment of tax or any other statutory liability leading to first charge or to



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attachment and/or sale of the said property under Public Demands Recovery Act. .

3. That the Owners have not heretofore entered into any Agreement for Sale of the said property or any portion thereof nor have they bound themselves by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property or any portion thereof.
4. That they have absolute right and indivisible title and absolute power and authority to deal their said property and every part thereof in any manner they may prefer.

AND WHEREAS the Owners herein were in search of a Developer, who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said property by constructing the proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

AND WHEREAS the Developer approached the Owners with the proposal that it would be able to construct a proposed



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Building/s upon the said property consisting of several Flat/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation in accordance with the sanction Building Plan, which may be modified or altered from the Kolkata Municipal Corporation with its own funds and resources.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-

ARTICLE : "I"

(DEFINITIONS)

1. **OWNERS :-**

Shall mean (1) **SMT. TEJASREE DEB**, wife of Sri Pijush Kanti Deb of "**ROSEDALE GARDEN**", Flat No.17A, Tower : 4, Action Area : 3, New Town, Near Karighari Bhaban, Post Office : Rajarhat-New Town, Police Station : New Town, Kolkata : 700156, District : 24 Parganas (North), (2) **SMT. DIBYASREE BASU**, wife of Ranjan Basu of 52/D/12, Babu Bagan Lane, Post Office : Dhakuria, Police Station :



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Lake, Kolkata : 700031, District : 24 Parganas (South), (3) **SMT. SUVASREE GHOSH**, wife of Sri Saibal Ghosh of 11/42A, Panditia Road, Post Office : Sarat Bose Road, Police Station : Gariahat, Kolkata : 700029, District : 24 Parganas (South) and (4) **SRI SUBHAJIT GUHA**, son of Late Indrajit Guha, at present residing at Washington DC - USA and permanent resident of 52/D/12, Babu Bagan Lane, Post Office : Dhakuria, Police Station : Lake, Kolkata : 700031, District : 24 Parganas (South) and each of their respective heirs, executors, administrators, legal representatives and assigns.

2. **DEVELOPER :-**

Shall mean **SUN POWER REALTY LLP**, a Partnership Firm, a Limited Liability Partnership Firm, having its registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office : Sarat Bose Road, Police Station : Rabindra Sarobar, Kolkata : 700029, being represented by one of its Partners **SRI JAY S. KAMDAR**, son of Sri Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053 and its successors-in-office and assigns.



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3. **THE SAID PROPERTY :-**

Shall mean **ALL THAT** piece and parcel of land measuring about 5 (Five) Cottahs more or less together with structure having an area of 4800 (Four Thousand Eight Hundred) Square Feet more or less standing thereon being Plot No.P-27, situate and lying at and being Municipal Premises No.52D/12, Babu Bagan Lane, Police Station : Lake, Kolkata : 700031, within the limits of Kolkata Municipal Corporation, under Ward No.92, bearing Assessee No.21-092-02-0094-1.

4. **BUILDING PLAN :-**

Shall mean and include the Building Plan and its modification and alteration, which is to be sanctioned from the Kolkata Municipal Corporation and all other drawings, specifications for construction, maps or revised Plan as shall be sanction in the name of the Owners by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the land and construction of multistoried Building/s thereon consisting of 2 (Two) numbers of each floor i.e. in all 8 (Eight) numbers of self contained Flats, Car Parking Space/s and



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other space/s etc. on the said property and/or modification thereof if to be made or caused by the Developer at its costs, charges and expenses and in the name of the Owners duly signed by the Owners. Be it mentioned herein that the Developer shall submit the proposed Building Plan as early as possible from the date of execution of this Agreement.

5. **ARCHITECT/L.B.S.** :-

Shall mean a qualified Architect/L.B.S., who will be appointed by the Developer for development of the said property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owners of such appointment.

6. **BUILDING** :-

Shall mean the proposed multistoried Building/s to be constructed on the said property as per Plan or its modification, which is to be sanctioned from the Kolkata Municipal Corporation and drawings and specifications of constructions, morefully described in the **FOURTH SCHEDULE** hereunder written.



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7. **OWNERS' ALLOCATION :-**

Shall mean that in the instant joint venture project the Owners shall be given at the first instance free of cost 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, Car Parking Space/s and other common space/s together with undivided proportionate share of land including the common areas, spaces, staircase, amenities and facilities therein provided, morefully described in the **SECOND SCHEDULE** hereunder written. The Owners shall be given the aforesaid allocation in lieu of their said property being allowed for development by the Developer and the aforesaid Owners' allocation will be handed over in habitable condition to the Owners within 24 (Twenty-Four) months from the date of getting Plan sanctioned from the Kolkata Municipal Corporation and shall be entitled to sell, transfer, convey or deal with its allocation as it think fit and proper.

8. **DEVELOPER'S ALLOCATION :-**

Shall mean the rest and/or remaining 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed



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Building/s in finished, complete and in habitable condition save and except the Owners' allocation. The said Developer's allocation means several Flat/s, Car Parking Space/s and other space/s and common areas, spaces, staircase, amenities and facilities provided therein staircases and the Developer shall out of its allocation have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said property, morefully described in the **THIRD SCHEDULE** hereunder written, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and Space/s to the intending Flat Buyers through Power of Attorney and to take advances and total consideration from them without any objection or interruption from the Owners, who shall not be liable or responsible for the same.

9. **SALEABLE AREA :-**

Shall mean the Flat/s, Car Parking Space/s and other space/s in the proposed Building/s, which are available for independent use and occupation of the intending



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Transferees and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

10. **COMMON AREAS AND FACILITIES :-**

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump rooms, overhead and underground water tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Car Parking Space/s and other common space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s.

11. **COMMON EXPENSES :-**

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses in respect of the Flat/s as may be determined jointly by the Owners and the Developer until an Association is formed



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by the Transferees and/or Purchasers of the said Flat/s in the Building/s to be constructed thereon. It is to be mentioned here that from the date of sign of this Development Agreement till receiving the occupancy certificate from the Kolkata Municipal Corporation all taxes, expenses, ground rents, property taxes, maintenance charges etc. shall be borne by the Developer but prior to execution of this Agreement all taxes and rents in respect of the said property to be cleared by the Owners.

12. **SUPER BUILT UP AREA :-**

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flat(s)/Space(s) shall the common areas, common utilities as may be provided in the proposed Building/s.

13. **TOGETHER :-**

With its grammatical variation shall mean the transfer of the Developer's allocation by way of sale of the Flat/s, Car



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Parking Space/s and Space/s excepting the Owners' allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flat/s, Car Parking Space/s and Space/s in the Building/s to be constructed thereon.

14. **TRANSFEE(S)/PURCHASER(S) :-**

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom any Flat/s and Car Parking Space/s in the proposed Building/s to be constructed thereon will be transferred.

15. A. Words imparting singular shall include plural and vice-versa.
- B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE : "II"

(TITLE AND DECLARATION)

1. The Owners hereby declare that they have good and absolute right, title and interest in the said property as



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mentioned in the **FIRST SCHEDULE** hereunder written without any claim of any right, title or interest of any person/s. The Developer has satisfied itself with the right, title and interest of the Owners. Simultaneously of with the signing of this Agreement, the Owners have handed over khas, peaceful, vacant possession of the said property and the Developer has taken khas, peaceful, vacant possession of the said property till Owners are re-allocated.

2. The Owners hereby undertake and assure that the Developer will be entitled to construct and complete the entire proposed Building/s without making the Owners liable and responsible for the same and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owners of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said property without any interference of or from the Owners or any other person/s claiming through under or in trust for the Owners. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owners shall have no claim to the said sale proceeds.



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ARTICLE : "III"

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owners hereby grant exclusive right to the Developer to build up and accept the said property for the construction of the proposed Building/s and the Developer shall be entitled to enter into Contract or Agreement with any person/s, Company/ies or Concern/s at its own risk and responsibility without encumbering the said property of the Owners in any manner whatsoever and also shall not assign the benefit and advantage of this Agreement.

ARTICLE : "IV"

(POWER OF ATTORNEY)

The Owners shall grant to the Developer such registered Development Power of Attorney in favour of the Developer as may be required for the purpose of obtaining all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of, to execute Deed of Conveyance/s for sale, transfer of the Flat/s, Car Parking Space/s of the proposed Building/s out of the Developer's allocation including undivided proportionate share



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of land except the Owners' allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.

ARTICLE : "V"
(PROCEDURE)

1. The Owners have appointed the Developer as the Developer of the said property including the Owners' portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The development of the said property shall be in the following manner :-
 - A. Simultaneously with the execution of this Agreement, the Owners have handed over the original documents of K.M.C. Mutation Certificate, Mother Deeds and its Land Deeds. Upon completion of the whole project and/or formation of Association and/or committee for the maintenance and management of the proposed Building/s, the Owners shall hand over all the aforesaid original



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documents before the Association or the Committee without accountable receipt.

- B. The Owners shall not after receipt of the Completion Certificate be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project. It is further clarified that after taking receipt of the Completion Certificate, it would be deemed that the project has been duly constructed and completed by the Developer.
- C. That after due service of one month's prior notice by the Developer to the Owners, the Owners fail, neglect, refuse and/or delay to take delivery of the possession of their allocation in the proposed Building/s in the said property within the notice period provided the constructed area of the Owners' allocation is satisfactory and habitable then it would be construed that the Owners have taken possession of their allotment in the proposed Building/s on the expiry of term of the said notice.



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- D. All applications, revised Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the revised Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and after obtaining consent from the Owners shall submit or deposit the same in the names of the Owners. The Developer shall also bear all costs, charges and expenses including other allied miscellaneous expenses and make deposits for the sanction of the Plan/s for the construction of the proposed Building/s to be constructed at the said property.
- E. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within a period of 24 (Twenty-Four) months from the date of getting Plan sanctioned from the Kolkata Municipal Corporation complete the construction of the proposed Building/s in the said project at own



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costs and expenses of the Developer and deliver vacant and peaceful possession of the Flat(s)/Space(s) comprised in the Owners' allocation to the Owners in habitable condition as per the particulars mentioned in the **SECOND SCHEDULE** hereunder written. The Owners may at their own desire and discretion extend time for a further period of 6 (Six) months beyond the stipulated period of 24 (Twenty-Four) months from the date of getting Plan sanctioned from the Kolkata Municipal Corporation.

- F. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.
- G. If any disputes arise in future regarding the construction of the said Building then the same will be resolved by the Parties herein upon mutual discussion as early as possible.



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ARTICLE : "VI"

(POSSESSION AND CONSTRUCTION)

1. It has been agreed by and between the Owners and the Developer to construct, erect and complete the proposed Building/s in the said property and that the Developer shall have the entire responsibility and liability for construction of the proposed Building/s and the Owners shall have no responsibility and liability towards construction of the proposed Building/s.
2. The Developer agreed to commence work after obtaining full vacant possession of the said property.
3. The Developer shall upon completion of construction and making the portion habitable deliver the Owners' allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.
4. From the date of delivery of possession of the Owners' allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property.



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5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a period of 24 (Twenty-Four) months from the date of getting Plan sanctioned from the Kolkata Municipal Corporation.

ARTICLE : "VII"

(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said property shall be completed and made fully habitable for residential purposes after taking Occupancy Certificate from the Kolkata Municipal Corporation, the Developer shall give written notice to the Owners requesting them to take possession of the Owners' allocation in the Building/s and thereafter the Owners shall take possession of their allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owners shall give and grant unto the Developer a certificate in respect of its allocation in full satisfaction.
2. Till all the Flat/s and Space/s within the Developer's allocation is sold away, the Developer in consultation with



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the Owners shall frame rules for occupation, user and enjoyment of the residential Flat/s and other space/s in the proposed Building/s and till formation of a Body of the Co-Owners of the Building/s including the Owners herein and the Purchaser/s of the Developer's allocation.

ARTICLE : "VIII"
(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owners' allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Owners and the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.



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2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owners and without obtaining necessary permission from the concerned statutory Authorities.
3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.



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5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owners for the purpose it is meant.
6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.
7. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.

ARTICLE : "IX"

(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal.



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ARTICLE : "X"

(COMMON RIGHTS AND OBLIGATION OF OWNERS AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development work verbally are reduced into writing hereunder.

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

1. The Owners agree to appoint and do hereby appoint the Developer as Developer in respect of the said property morefully described in the **FIRST SCHEDULE** hereunder written and the Owners hereby grant license to the Developer for development of the land for the purpose of construction and to construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer.
2. The Developer shall at its own costs, charges and expenses construct, erect and complete the Building/s with good and standard sound quality materials as per relevant I.S. code as may be specified by the Architects/



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L.B.S. from time to time as per Building Plan and its modification, to be sanctioned from the Kolkata Municipal Corporation. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **FOURTH SCHEDULE** hereunder written.

3. The Developer shall provide in the proposed Building/s at its own cost, charges and expenses pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or Multistoried Building/s having self contained spaces, Apartments or Flat/s, Car Parking Space/s and other space/s.
4. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owners shall bear no responsibility in this context.
5. All costs and expenses pertaining to the payment of requisite fees and other incidental expenses payable to competent Authorities shall be borne by the Developer.



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6. The Developer shall pay a sum of Rs.25,000/- (Rupees Twenty-Five Thousand) only per month to the Owner No.2 namely, Smt. Dibayasree Basu towards the charges of her alternative accommodation during the period of constructional work of the proposed Building till handing over possession of their allocation.
7. The Developer shall also bear the shifting charges for packers and movers for the belongings of the Owners herein from the exiting Building to their respective alternative accommodations and the packing of the remaining items, transportation and shortage of the same to a Room with adequate capacity determined by the Developer. The same to be transported back and unpacked at the possessed Flats being constructed.
8. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owners shall simultaneously grant and execute in favour of the Developer Company by a registered Development Power of Attorney.
9. All the successor-in-office of the Owners above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
10. The Developer shall construct the Building at the said property strictly in accordance with the sanction Building



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Plan, which is to be sanctioned by the Kolkata Municipal Corporation and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force and the Building to be constructed must be for residential one. If necessary, the reasonable modification and deviation of Plan shall be made and obtained by the Developer relating to approval by the Authority concerned with the consent of Owners and the Owners shall give their consent by putting signature upon such proposed modification and deviation.

11. The Developer is hereby empowered by the Owners to apply and obtain on their behalf and in the name of the Developer, the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and Tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owners will not be liable for the same.



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12. The Developer has agreed to deliver possession of the Owners' allocation in the proposed Building/s within the stipulated period of 24 (Twenty-Four) months from the date of getting Plan sanctioned from the Kolkata Municipal Corporation.
13. Immediately on completion of the Owners' allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owners requiring the Owners to take possession of the Owners' allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owners shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Owners' allocation only and the said rates and taxes are



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to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if the same are levied on the Building/s as a whole.

14. On completion of the construction of the entire Building/s, the Owners and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the Developer in this behalf.
15. As and from the date of satisfactory handing over the Owners' allocation as mentioned above in all respects and duly acknowledged by the Owners in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owners for accepting the possession of



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their allocation, the Owners shall be responsible to pay and bear and shall forthwith pay to the Developer the service charges for the common facilities in the Building/s with respect of the Owners' allocation.

16. Any transfer of any part of the Owners' allocation and the Developer's allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.
17. The Owners' allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the schedules hereinafter stated.
18. No formal Deed of Transfer in respect of the Owners' allocation shall be required. But the Owners shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for sale



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of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorney/s of the Owners shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.

19. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, strike, riot or civil commotion or promulgation of any law then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.

20. The Developer will also keep the Owners saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.

- A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal



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Corporation Act and/or infringement of such act or deviation from the Building Plan, which is to be sanctioned by the Kolkata Municipal Corporation causing payment of fines or penalty imposed by the said Authority for such violation of the Building/s Plan.

- B. All claims and demands of the suppliers of Building materials etc. of the said property or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said property shall be borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.
- C. All claims and demands of the Owners and Occupiers of the adjoining properties due to damage or loss suffered by the Owners in course of hazards in construction work of the said property shall be borne by the Developer and the Owners shall not be liable for any grounds whatever and the Developer



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by putting its signature indemnify the Owners to that aspect.

21. Both Owners and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.
22. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereon without the previous consent of the Owners/Developer or the Association when formed, but such consent shall not be withheld unreasonably.
23. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not



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to cause any damage to the Building/s or any other of their space or accommodation therein.

24. No goods or other items shall be kept by the Owners or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.
25. The Owners shall permit the Developer and their servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.



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26. The Developer's allocation in the proposed Building/s in the said property is meant for sale as ownership Flat/s. As such the Owners shall sign and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flat/s out of the Developer's allocation at a price determined by the Developer and the Owners shall not have, nor can have without any demand or claim thereon of any nature whatsoever.
27. Each of the Parties hereto is at liberty to advertise for sale of the said ownership Flat/s out of their respective allocation during the Development/ construction of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flat/s and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of their respective allocated share in the proposed Building/s.
28. The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the



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Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.

29. The Owners shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof during the period of construction.
30. The Owners hereby agree and covenant with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer in such part/s as the Developer shall required.
31. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.



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32. The Developer shall have no right title and interest whatsoever in the Owners' allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owners and similarly the Owners shall have no claim in respect of the Developer's Allocation as herein provided.
33. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction and completion of the Owners' allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owners shall never be liable to pay and/or refund such cost or expenses to the Developer.
34. The Developer shall in completion of the proposed Building/s, put the Owners in undisputed possession of the Owners' allocation.
35. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the



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Owners would be prevented from enjoying, selling, assigning and/or disposing of any portion of the Owners' allocation in the said proposed Building/s in the said property.

36. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flat/s and other areas of the Building/s belonging to the Developer's allocation and also enter into Agreement/s for Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owners hereby confirm that the Owners shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.

37. The Owners confirm and undertake that if so required by the Developer, the Owners shall join as Confirming Party to all Agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flat/s in the proposed



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Building/s of the Developer's allocation without claiming any additional consideration money and if require the Developer may put signatures as the Confirming Parties if during construction period the Owners shall intend to sell its allocation to any prospective Purchaser/s.

38. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the Authority of the Owners and various application and other documents may be required to be signed or made by the Owners relating to the specific provisions may be reasonably required to be done in the manner and the Owners shall execute any such authorization as may be required by the Developer for the said purpose and the Owners also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe the rights of the Owners and/or go against the spirit of this Agreement.



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39. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to its rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.
40. The proposed Building/s in the said property shall be of **"SUN INDRAMUKUL RESIDENCY"**, which shall be inscribed and marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye. The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.
41. The Owners shall interest with the works of the Developer at any stage during construction in any way subject to the Developer shall perform each and every obligations as depicted in this Agreement and shall not construct



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anything beyond the sanction Building Plan, which is to be sanctioned from the Kolkata Municipal Corporation.

42. The land Owners shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property without having any financial liability.
43. The Developer shall at its own cost demolish the present existing structure standing upon the said property and shall enjoy all the debris and salvages as per its own whims and desire.
44. If the Developer fails to fulfill the terms and conditions of this Agreement then the Developer shall arrange a meeting within 10 (Ten) days from date of objection placed by the Owners to the Developer for solve the same upon mutual discussion.



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45. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.
46. Nothing in these presents shall be construed as a demise or assignment or transfer or conveyance in land by the Owners of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof, other than an exclusive license to the Developer for development and to deal with the Developer's allocation in the Building to be constructed thereon in the manner and subject to the terms hereinbefore stated.

DEVELOPMENT POWER OF ATTORNEY

BE IT KNOWN TO ALL TO WHOM IT MAY CONCERN we, (1)

SMT. TEJASREE DEB, having PAN : ACUPD7801N, Aadhaar No.5075 1227 0175, wife of Sri Pijush Kanti Deb, by creed : Hindu, Indian by National, by occupation : House-Wife, residing at "**ROSEDALE GARDEN**", Flat No.17A, Tower : 4, Action Area : 3, New Town, Near Karighari Bhaban, Post Office : Rajarhat-New Town, Police Station : New Town, Kolkata : 700156, District : 24 Parganas (North), (2) **SMT. DIBYASREE BASU**, having PAN :



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AEXPB6922K, Aadhaar No.2622 8097 5414, wife of Ranjan Basu, by creed : Hindu, Indian by National, by occupation : House-Wife, residing at 52/D/12, Babu Bagan Lane, Post Office : Dhakuria, Police Station : Lake, Kolkata : 700031, District : 24 Parganas (South), (3) **SMT. SUVASREE GHOSH**, having PAN : AKIPG0124B, Aadhaar No.9858 3900 4109, wife of Sri Saibal Ghosh, by creed : Hindu, Indian by National, by occupation : House-Wife, residing at 11/42A, Panditia Road, Post Office : Sarat Bose Road, Police Station : Gariahat, Kolkata : 700029, District : 24 Parganas (South) and (4) **SRI SUBHAJIT GUHA**, having OCIC No.A3387980, son of Late Indrajit Guha, by creed : Hindu, Indian by National, by occupation : Service, at present residing at Washington DC – USA and permanent resident of 52/D/12, Babu Bagan Lane, Post Office : Dhakuria, Police Station : Lake, Kolkata : 700031, District : 24 Parganas (South), hereinafter called and referred to as “the **PRINCIPALS**”.

-:: **SEND GREETINGS** ::-

WHEREAS we, the Principals herein are the joint Owners in respect of **ALL THAT** piece and parcel of land measuring about 5 (Five) Cottahs more or less together with structure having an area of 4800 (Four Thousand Eight Hundred) Square Feet more



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area of 4800 (Four Thousand Eight Hundred) Square Feet more or less standing thereon being Plot No.P-27, situate and lying at and being Municipal Premises No.52D/12, Babu Bagan Lane, Police Station : Lake, Kolkata : 700031, within the limits of Kolkata Municipal Corporation, under Ward No.92, bearing Assessee No.21-092-02-0094-1, entered into a registered Development Agreement on with **SUN POWER REALTY LLP**, a Partnership Firm, a Limited Liability Partnership Firm, having its registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office : Sarat Bose Road, Police Station : Rabindra Sarobar, Kolkata : 700029, being represented by one of its Partners **SRI JAY S. KAMDAR**, son of Sri Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, for development of the aforesaid property, after demolishing the present existing structure standing thereon, morefully and particularly described in the **FIRST SCHEDULE** hereunder written, as per terms and conditions clearly set forth therein.

AND WHEREAS in the Development Agreement it was inter-alia stated that on completion of the proposed Building, the Principals herein being the Owners shall be at the first instance entitled to get free of cost 50% of the total F.A.R. out of 100% of



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the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition.

AND WHEREAS in pursuance of the Development Agreement entered between ourselves and the Developer herein and in pursuance of understanding between the Parties it is necessary and also expedient for us to appoint to look after the above mentioned property affairs during our absence.

NOW KNOW ALL BY THESE PRESENTS we, the above named Principals do hereby and hereunder nominate, constitute and appoint **SRI JAY S. KAMDAR**, having PAN : AKWPK2270L, Aadhaar No.7074 3050 7318, son of Late Sharad. H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, being the Designated Partner of **SUN POWER REALTY LLP**, having PAN : ADFFS8986D, a Partnership Firm, a Limited Liability Partnership Firm, having its registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office : Sarat Bose Road, Police Station : Rabindra Sarobar, Kolkata : 700029, as our true and lawful Attorney in our name and on our behalf to do and execute and perform or caused to be done and executed and performed all or any of the following acts, deeds and things :-



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2. To pay out of the funds of the Attorney all rents and taxes, charges, expenses and other outgoing whatsoever payable for or on account of the said property or any portion thereof and any Building thereon against loss or damages by fire and/or other risk as may be deemed necessary and/or desirable by our said Attorney and to pay all premium for such insurance.
3. To enforce any covenant/any Agreement, Declaration Deed or any other document relating to the said property or any part thereof and to enforce every right to that effect.
4. To appoint and terminate the appointment of Architect/ LBS., Engineer etc. and to get prepare Plan/s, demolition, to sign and submit Building Plan for construction and/or reconstruction of and/or additions and/or alterations to any new or existing Building or Buildings or structures on the said property or any portion of portions thereof before the Kolkata Municipal Corporation and to put signature/s upon the Plan/s as will be required as our constituted Attorney.



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5. To build upon and exploit commercially the said property by making construction of Building thereon and for that to demolish structures of whatsoever nature existing thereon or as may be constructed in future.
6. To appoint any Contractor/Sub-Contractor for construction work or Building thereon and to cancel the same and engage new Contractor to be done by him or his own discretion as if we do the same personally.
7. To apply for and obtain such certificate, permissions and clearance certificate and/or permissions from the competent Authority as may be required for execution and/or Registration of any Deed in respect of construction of the Building at the said property in terms of the Agreement or other documents concerning the said property and also to appear before and sign and submit all papers and documents of transfer concerning the said property and make representations to the concerned authorities for getting such certificate and/or permissions.



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8. To install electric service line, meter and/or sub-meter and if necessary to obtain low/high tension electricity connection and to sign in all paper and documents relating to get electric connection and meter from the C.E.S.C. Authority or any other requirements for the said Building to be constructed including installation for lift and to the enter into any Agreement or Agreements with any Party or Parties for the same.
9. To receive any booking money and/or earnest money or advance or advances and also the balance/entire consideration money from the intending Purchaser/s of the purchase money and to give, good, valid, receipt and/or discharges for the same to the Purchaser/s for the **DEVELOPER'S ALLOCATION** specifically mentioned in the Development Agreement.
10. To apply for and obtain connection for water, sewerage, electricity, gas and to apply for and avail all other facilities which may be required for the said property. To sign and execute all other deeds and document required to get the said connection from the concerned authorities, which he



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shall consider necessary and as may be required to complete the proposed Building at the **SCHEDULE** mentioned property.

11. To represent ourselves before the Kolkata Municipal Corporation, P.W.D., Astral, C.P.W.D., K.I.T. and other Government or Semi Government Offices and Department in all respects. To pay sanction fees and other fees to the said the Kolkata Municipal Corporation for sanction of such Building Plan and other and/or to appear and represent before the said the Kolkata Municipal Corporation or any Authority.
12. To sign and execute all other deeds and documents required to get the water connection from the Kolkata Municipal Corporation, which he shall consider necessary and as may be required to complete the proposed Building at the **SCHEDULE** mentioned property and to pay all charges and expenses including the Kolkata Municipal Corporation rates and taxes, Building tax and other levies, which may be required of construction during the period.



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13. To sign, execute, submit enter into modify, cancel, alter, draw and also to present for registration and admit registration of all paper, documents, Deeds, contract, Agreement and other documents relating to the Developer's allocation as may in any way be required before the competent Authority to be or any of the powers herein contained including sale of the **DEVELOPER'S ALLOCATION** in the said property and every or any part thereof and the termination of all contracts; rights of occupancy/user and/or enjoyment by any person or persons whatsoever, the **SCHEDULE** mentioned property and also in connection with observing fulfilling and performing all the terms conditions and covenants on our part to be observed fulfilled and performed under the **DEVELOPMENT AGREEMENT**.
14. To file any complaint, suit, prosecute, enforce, defend, answer or oppose all actions and other legal proceedings against any persons and demand or negotiate regarding any of the matters aforesaid or any other matter, relating to the said property in which we now or may hereinafter be interested or connected and also if our Attorney thinks



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fit may compromise and may take any such action or institute proceedings as aforesaid before any court, civil or criminal or Revenue including the District Court or any other courts as the case may be.

15. To sign declare verify and affirm, plaint, written statements, petitions, Affidavit, Vokalatnama, memorandum of appeal or any other documents or papers in any proceeding or in any way concern with the legal proceedings and appoint Advocate, Solicitor or expert in respect of the said property or connected with any of the matters aforesaid and to file suit/proceedings before any court of law or any other Office concern, Government, Semi Government or other Offices.
16. To appear and represent us before all Authorities, make commitments and give undertaking as be required for all or any of the purpose herein Contained.
17. To appear before the Kolkata Municipal Corporation and/or other authorities regarding the tax assessment, drainage/ sewerage connection and obtaining completion



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certificate or in any other way relating to the said property or any portion thereof or any undivided share or shares therein.

18. That the Attorney shall at all period of time be able to receive any amount of consideration from the intending Purchaser/s and/or Party or Parties thereof in respect of the **DEVELOPER'S ALLOCATION** only. Be it mentioned that the Attorney shall in all occasions be able to receive any amount of consideration in part or in full and/or as being paid by the Party or Parties and/or Purchaser/s thereof for the Developer's allocation and the intending Purchaser/s of the proposed construction can take loan from any Financial Institution for the purpose of purchasing the Flat/s, Car Parking Space/s, other space/s etc. from the **DEVELOPER'S ALLOCATION**.

19. To negotiate terms and to sell the Space/Spaces/Flats from **DEVELOPER'S ALLOCATION** with proportionate share of land in said the premises/property to any Purchaser/s at such price which the said Attorney in his absolute discretion thinks proper.



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20. To enter into any Agreement or Agreements with any Party or Parties or with the intending Purchaser/s for sale or sales of Space or Spaces with super structure or Flats from the **DEVELOPER'S ALLOCATION** along with proportionate share of land and/or cancel and the same with the intending Purchaser/s.
21. That the Attorney shall or may sign and to execute any Agreement, Deed of Conveyance and to deliver any Conveyance or Conveyances for selling Flats/Spaces out of the **DEVELOPER'S ALLOCATION** in the proposed Building with easements rights of the common areas of the proposed selling of Space/Flat/Flats along with proportionate share of land in favour of the intending Purchaser/s or his/her/their nominee/s and in the Agreement/s, Deed of Conveyances of the proposed sale, the said Attorney shall receive and acknowledge the advances and/or booking money and/or earnest money and/or full consideration money from the intending Purchaser/s.
22. To sign and execute all other deeds, instruments and assurance which he shall consider necessary and to enter



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into and/or agree to such covenant and condition as may be required to complete the proposed Building at the **SCHEDULE** mentioned property and for fully and effectually conveying the said proportionate share of land, Flat/s together with the easements right of the common passage in the property.

23. To observe fulfill and perform all the terms conditions and obligations according to the said Agreement.
24. This Power of Attorney will be registered and the Developer will submit to the Owners a certified true copy of the registered Power of Attorney.

THIS POWER is involved with interest and is credited for valuable consideration and to be effected under the Contract Act and also under the Registration Act. This Power will subsist so long the Development Agreement shall not be cancelled and/or rescinded as per law upon violation or breach of contract on the part of the Attorney. This Power of Attorney being collateral documents of the Development Agreement and whatsoever acts, deeds and things concerning the said property to be done by the Attorney shall be deemed to be done on behalf of us and our



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said Attorney be bound by such acts, deeds and things so done and that will also remain operative until and unless the contract is rescinded upon violation or the lawful breach of contract on the part of the Developer/Attorney.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PREMISES/PROPERTY)

ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs be the same a little more or less together with 2 (Two) storied Building having an area of 2400 (Two Thousand Four Hundred) Square Feet more or less in each floor totaling 4800 (Four Thousand Eight Hundred) Square Feet more or less with cemented flooring standing thereon being Plot No.P-27, situate and lying at and being Municipal Premises No.52D/12, Babu Bagan Lane, Police Station : Jadavpur at present Lake, Kolkata : 700031, within the limits of Kolkata Municipal Corporation, under Ward No.92, bearing Assessee No.21-092-02-0094-1, together with all right, title, interest and right of easement attached thereto and the same is butted and bounded as follows :-

ON THE NORTH	:	20' wide Road ;
ON THE SOUTH	:	52/D/24, Babu Bagan ;
ON THE EAST	:	20' wide Road ;
ON THE WEST	:	52/D/23, Babu Bagan.



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THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE OWNERS' ALLOCATION)

ALL THAT in the instant joint venture project the Owners shall be given at the first instance free of cost the 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed G+IV storied Building/s in finished, complete and in habitable condition, which consists of several Flat/s, Car Parking Space/s and other space/s together with undivided proportionate share of land including the common areas, spaces, staircase, amenities and facilities therein provided and the aforesaid Owners' allocation will be handed over to the Owners within 24 (Twenty-Four) months from the date of getting Plan sanctioned from the Kolkata Municipal Corporation and shall be entitled to sell, transfer, convey or deal with its allocation as it think fit and proper.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT the rest and/or remaining 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition save and except the Owners' allocation. The said Developer's allocation means several Flat/s, Car Parking Space/s and other space/s and



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proportionate share including common spaces, places, staircases and the Developer shall have the right to sell, mortgage lease out and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them through Power of Attorney without any objection or interruption from the Owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION OF WORK)

❖ **ARCHITECTURAL STYLE :-**

The Building shall have modern architectural elevation and the facade is embellished with glass, allied metals, etc. all finished, complete.

❖ **FOUNDATION AND SUPER STRUCTURE :-**

As per structural design with RCC work.

❖ **BRICK WORK AND PLASTERING :-**

➤ **EXTERNAL WALL :-**

✓ 200 mm thick brickwork.



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- ✓ RCC wall panel.
- ✓ 20 mm thick cement-sand plaster.

➤ **INTERNAL WALL & CEILING :-**

- ✓ 125 mm thick partition wall.
- ✓ 75/125mm internal wall.
- ✓ 15mm thick cement-sand plaster.

❖ **FLOORING :-**

Flooring will be of good quality (as per relevant I.S. code specification) Vitrified Tiles, kitchen will have anti-skid ceramic tiles flooring. Bathrooms will have good quality (as per relevant I.S. code specification) Ceramic tiles/ marble to the floor and on the walls up to a height of 7'. Garage & external passage will be finished with good quality (as per relevant I.S. code specification) external tiles.

❖ **WINDOWS :-**

- Sliding anodized/powdered coated Aluminum windows with clear glazed glass will be provided.
- Window grills made of MS square bars shall be provided.



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❖ **WOODEN WORK :-**

Main Entrance door and all internal doors will be made of good quality (as per relevant I.S. code specification) Flush doors and toilets will have good quality (as per relevant I.S. code specification) PVC doors.

❖ **KITCHEN :-**

Kitchen working platform of black stone top with granite. Wall above platform will have 2' high dado of good quality (as per relevant I.S. code specification) ceramic tiles.

❖ **WATER SUPPLY :-**

Water supply shall be from direct supply from K.M.C. R.C.C. underground reservoir will be made. All pipes for lifting and distributing water will be good quality (as per relevant I.S. code specification) C.P.V.C. pipes. Overhead tank of adequate capacity will be given. Adequate capacity submersible pump to be provided in the underground water reservoir.

❖ **ELECTRICAL POINTS FITTINGS :-**

➤ Electrical points for light, fan, refrigerator, television, geyser and one number of A.C. point at bedroom will be provided with concealed P.V.C.



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wiring and complete with distribution boards, sub-distribution board, switchboard with modular type switches and 5 & 15 amp plug points, electrical points will be provided as required.

- Calling Bell switch- for each unit at main door will be provided.
- All common areas and garage area will have adequate lighting provisions.

❖ **LIFT :-**

7 passengers' capacity lift to be provided.

❖ **PAINTING AND FINISHING :-**

- Outside face of external walls will be finished with weather proof Paint. Inside walls of common area will be finished with very good quality (as per relevant I.S. code specification) wall putty and painted with enamel paint. Gates and Grills will be with Enamel Paint.
- Inside walls and ceilings of flat areas will be finished with good quality (as per relevant I.S. code specification) wall putty.



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❖ **BATHROOM DETAILS :-**

Toilet attached to the Bedroom will have one Western commode (white) and cistern, taps, shower. Common Toilet will have Western pan (white) with cistern, one Washbasin (white), taps, towel rod, soap tray and shower. Geyser point will be provided in this Toilet. Both the toilets will have good quality (as per relevant I.S. code specification) concealed/astral pipelines. The sanitary ware and shall be of good quality (as per relevant I.S. code specification). All CP fittings will be of good quality (as per relevant I.S. code specification).

❖ **OTHER FACILITIES :-**

Generator line will be provided. One common toilet for servants will be provided in the Ground floor. Telephone and intercom line in drawing room and T.V. point will be provided in the Drawing room and all Bedrooms. Closed Circuit Camera network to be done to monitor the common areas.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EXEMPTION AREAS AND/OR COMMON FACILITIES)

1. The foundation column, beams, supports, corridors, lobbies, stairway, entrance and exits pathway.



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Alipora, South 24 Parganas

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2. External drains, sewerage from the premises to the main road.
3. Drainage pipes from the units to the drains and sewers connection to the premises.
4. Toilets in the Ground Floor of the premises for the use of durwans, caretaker of the premises and/or servants.
5. Meter room.
6. Roof (lay with Asian paints water proof chemicals).
7. Driveways and pathways.
8. Boundary walls of the premises including outside wall of the Building and main gate.
9. **COMMON PARTS :-**
 1. Pump and meter with installation and room thereof.
 2. Water pump, underground water reservoir, water pipes and other common plumbing installation and space required thereto.
 3. External rain water pipes and distribution pipes.



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4. Transformer (if any), electric wiring meter for lighting staircase, lobby and other common areas (excluding those as are installed for any particular floor) and space required therefor.
5. Windows, doors and other fittings of the common areas of the premises.
6. Lift, shaft, lift machine room and its accessories, installations and space required thereof.
7. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said premises of the Building as are necessary for use and occupancy of the Units as are required.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON AREAS & INSTALLATIONS)

1. Entrance and exit of the Building.
2. Boundary walls and main gate.
3. Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any Unit/Flat).



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District Sub-Registrar-II
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4. Staircase and corridors on all floors and the ultimate roof, deducting the area of staircase room lift well and lobby, lying on the front side of the proposed Building.
5. Lifts, its equipments and installations, lift well, machine room, security room, common toilet, generator room etc., if any.
6. Electric sub-station and electrical wiring and other fittings (excluding only those installed in the exclusive area of any Flat/Unit exclusively for its use).
7. Meter space/water pump, water reservoir together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any Flat/Unit) together with the ultimate roof of the Building and separated area for common installations.
8. Such other common parts, area, equipments, installations, fittings, fixtures and space in or about the land and the Building as may be necessary for passage and/or user in common by the Co-Owners.
9. Fire fighting arrangement to be done by the Developer, if required for the area.



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10. Lighting, fixtures, fittings in staircase, corridors, yard, driveway and pathway.
11. WElectrical wiring and other wiring from the Ground Floor to the respective Flats.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EXTRA DEVELOPMENT CHARGES)

Both the Owners and the Developer shall have to pay the cost of additional features and/or facilities to be provided in the Building, if required.

1. Proportionate costs and charges of C.E.S.C. transformer/ service/meter/security deposit for the meter.
2. Deposit and charges of electric meter and transfer and service line.
3. Costs of formation of the Association for management and maintenance of the new Building at the said property.
4. Proportionate cost of generator line to be installed for providing electricity to the respective Units in the proposed Building.



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District Sub-Registrar-II
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21 JAN 2022

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

SIGNED, SEALED AND DELIVERED

by the Parties at Kolkata
in the presence of :-

WITNESSES :-

1. Mrinmay Naskar
393 A Rabindra
Sahani
Kolkata-700005.

2. Saibal Ghosh
SAIBAL GHOSH
11/42A, PANDITIA ROAD
KOLKATA 700029.

① Tejasree Deb
② Dibyansu Basu
③ Suvasree Ghosh.
④ Subhasit Ghosh

Signature of the **OWNERS**

OWNERS WEALTHY LLP
J. Ka
Partner

Signature of the **DEVELOPER**

Drafted by us :-
Arijit Kumar Bose
ADVOCATE
Alipore Police Court
No.- F/1168/2014
Advocate

Alipore Judges' Court, Kol : 27.

Computer Typed by :-

DEBASISH NASKAR
Alipore Judges' Court, Kol : 27.



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District Sub-Registrar-II
Alipore, South 24 Parganas
21 JAN 2022



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Left Hand					
Right Hand					

NAME Tejasree Deb

SIGNATURE Tejasree Deb



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Left Hand					
Right Hand					

NAME Dibyasree Basu

SIGNATURE Dibyasree Basu



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Left Hand					
Right Hand					

NAME Suvasree Ghosh

SIGNATURE Suvasree Ghosh



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Left Hand					
Right Hand					











NAME Subhagit Guha

SIGNATURE Subhagit Guha



District Sub-Registrar-II
Alipore, South 24 Parganas
21 JAN 2022



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Right Hand					

NAME Jay S. kamday

SIGNATURE J. Kamday

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	Right Hand					

NAME

SIGNATURE

PHOTO	—	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
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	Right Hand					

NAME

SIGNATURE

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	Left Hand					
	Right Hand					

NAME

SIGNATURE



District Sub-Registrar-II
Alipore, South 24 Parganas

21 JAN 2022



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

GRN Details

GRN:	192021220165965501	Payment Mode:	Online Payment
GRN Date:	19/01/2022 18:38:45	Bank/Gateway:	HDFC Bank
BRN :	1687528006	BRN Date:	19/01/2022 18:01:41
Payment Status:	Successful	Payment Ref. No:	2000053788/1/2022
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	SUNPOWER REALTY LLP
Address:	21/4, ASWINI DUTTA ROAD CITYSTYLE MALL
Mobile:	9830718888
Email:	sunconstructionsun@yahoo.in
Depositor Status:	Buyer/Claimants
Query No:	2000053788
Applicant's Name:	Mr PARTHA SANA
Identification No:	2000053788/1/2022
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000053788/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	40070
2	2000053788/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	28
Total				40098

IN WORDS: FORTY THOUSAND NINETY EIGHT ONLY.









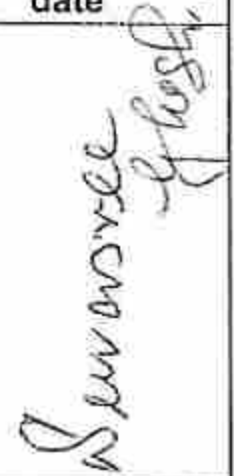




Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16022000053788/2022

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










Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt TEJASREE DEB 3 NEW TOWN NEAR KARIGHARI BHABAN, City:- , P.O:- RAJARHAT NEW TOWN, P.S:-New Town, District:-North 24- Parganas, West Bengal, India, PIN:- 700156	Land Lord			
2	Smt DIBYASREE BASU 52/D/12 BABU BAGAN LANE, City:- , P.O:- DHAKURIA, P.S:-Lake, District:-South 24- Parganas, West Bengal, India, PIN:- 700031	Land Lord			
3	Smt SUVASREE GHOSH 11/42A PANDITIA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Gariahat, District:-South 24- Parganas, West Bengal, India, PIN:- 700029	Land Lord			



District Sub- Registrar-II
Alipore, South 24 Parganas

21 JAN 2022

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr SUBHAJIT GUHA 52/D/12 BABU BAGAN LANE, City:- , P.O:- DHAKURIA, P.S:-Lake, District:-South 24- Parganas, West Bengal, India, PIN:- 700031	Land Lord			
5	Mr JAY S KAMDAR 38A/26 JYOTISH ROY ROAD, City:- , P.O:- NEW ALIPORE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053	Represent ative of Developer [SUNPOW ER REALTY LLP]			
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr PARTHA SANA Son of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Smt TEJASREE DEB, Smt DIBYASREE BASU, Smt SUVASREE GHOSH, Mr SUBHAJIT GUHA, Mr JAY S KAMDAR			

(Samar Kumar Pramanick)



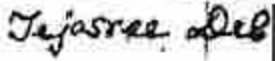

DISTRICT SUB-
REGISTRAR

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



District Sub- Registrar-II
Alipore, South 24 Parganas

21 JAN 2022

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER	ACUPD7801N	
	नाम / NAME TEJASREE DEB	
	पिता का नाम / FATHER'S NAME INDRAJIT GUHA	
	जन्म तिथि / DATE OF BIRTH 26-08-1950	
हस्ताक्षर / SIGNATURE		 आयकर आयुक्त, प.ब.-II COMMISSIONER OF INCOME-TAX, W.B. - II

Tejasree Deb

इस कार्ड के खो / मिल जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
सहायक आयकर आयुक्त,
पी-7,
चौरंगी स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to
the issuing authority :

Assistant Commissioner of Income-tax,

P-7,

Chowringhee Square,

Calcutta- 700 069.



भारत सरकार
GOVERNMENT OF INDIA



TEJASREE DEB
Date of Birth/DOB: 26/08/1950
Female/ FEMALE



5075 1227 0175

আমার আধা, আমার পরিচয়

Tejasree Deb



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Download Date: 28/11/2017

Address :

W/O Pijush Kanti Deb, ROSEDALE GARDEN, FLAT
NO-17A, TOWER- 4, ACTION AREA-3, NEW TOWN,
NEAR KARIGARTI DHABAN, Kolkata, North 24
Parganas,
West Bengal - 700156





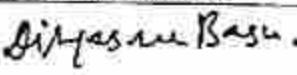
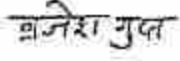
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1800 300 1947

help@uidai.gov.in - www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER	AEXPB6922K	
	नाम / NAME DIBYASREE BASU	
	पिता का नाम / FATHER'S NAME INDRAJIT GUHA	
	जन्म तिथि / DATE OF BIRTH 08-04-1957	
हस्ताक्षर / SIGNATURE		 आयकर आयुक्त, पटना COMMISSIONER OF INCOME-TAX, PATNA

Dibyasree Basu

इस कार्ड के खो / मिल जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
आयकर आयुक्त, पटना,
केन्द्रीय राजस्व भवन,
बीरचन्द पटेल मार्ग,
पटना - 800 001.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Commissioner of Income-tax, Patna,
C.R. Building,
Birchand Patel Marg,
Patna - 800 001.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

ভালিকাঙ্কিত আই ডি / Enrollment No.: 1215/80008/09460

To
দেবপ্রী বসু
Dibyasree Basu
52/D/12 BABU BAGAN LANE
Dhakuria
Dhakuria
Circus Avenue Kolkata
West Bengal 700031
8584992273
239024632
MP390246325FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

2622 8097 5414

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

দেবপ্রী বসু
Dibyasree Basu
পিতা : ইন্দ্রজিৎ গুহা
Father : Indrajit Guha
জন্মতারিখ / DOB : 08/04/1955
মহিলা / Female



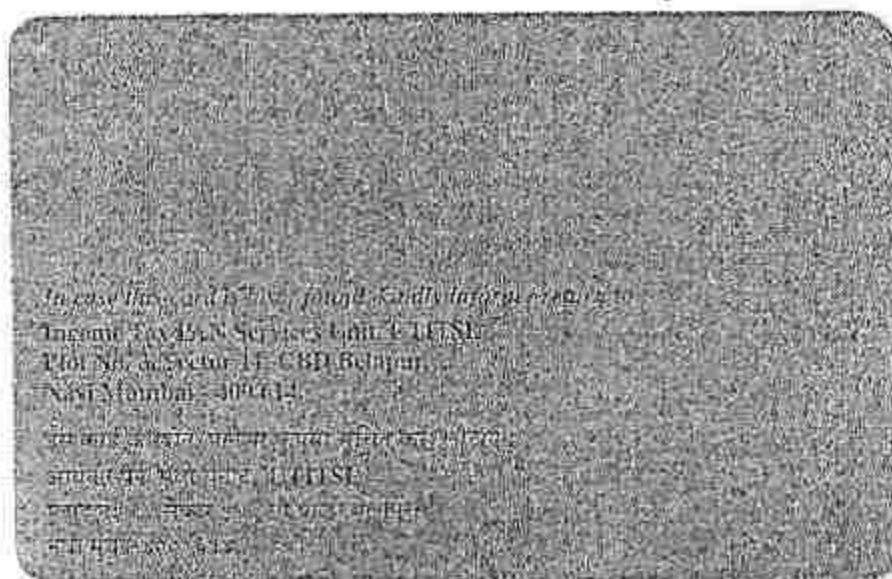
2622 8097 5414

- সাধারণ মানুষের অধিকার

Dibyasree Basu



Suvasree Ghosh





ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1213/30012/03026

To
শুভগ্রী ঘোষ
Suvasree Ghosh
W/O Saibal Ghosh
11/42A Panditia Road
Near Garlahat
Sarat Bose Road S.O
Sarat Bose Road
Kolkata
West Bengal 700029
9748722503

04/01/2012
84020989



MD840209893FH



আপনার আধার সংখ্যা / Your Aadhaar No. :

9858 3900 4109

আমার আধার, আমার পরিচয়



শুভগ্রী ঘোষ
Suvasree Ghosh
পতি : শৈবাল ঘোষ
Husband : Saibal Ghosh
জন্মতারিখ / DOB : 29/03/1957
মহিলা / Female



9858 3900 4109

আমার আধার, আমার পরিচয়

Suvasree Ghosh



Government of India



AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



আধার

ঠিকানা:
W/O সাইবাল ঘোষ, ১১/৪২এ,
পান্ডিয়া রোড, গড়িয়া হাটের
কাছে, শরৎ বোস রোড এস.ও.
কোলকাতা, পশ্চিমবঙ্গ, ৭০০০২৯

Address:
W/O Saibal Ghosh, 11/42A,
Pandita Road, Near Gariahat,
Sarat Bose Road S.O, Sarat Bose
Road, Kolkata, West Bengal,
700029

9858 3900 4109



1947



help@uidai.gov.in

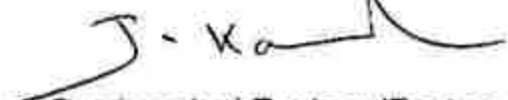
www

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<p>CUHA</p> <p>For use from (From Party's)</p> <p>SUBRAJIT</p> <p>CUHA (Family)</p> <p>USA</p> <p>21/06/1957</p> <p>PROCESSED</p> <p>WASHINGTON DC</p> <p>USA00257719</p>		<p>पंजीकृत नागरिक</p> <p>CERTIFICATE OF REGISTRATION</p> <p>प्रवासी भारतीय नागरिक काई धारक</p> <p>OVERSEAS CITIZEN OF INDIA CARD NO: 000</p> <p>यह प्रमाणित किया जाता है कि निम्न व्यक्ति को प्रवासी नागरिकता प्राप्त करने के लिए आवश्यकताओं को पूरा करने के लिए आवश्यक है।</p> <p>This is to certify that the person whose particulars are given in this Certificate has been registered as an Overseas Citizen of India Card holder under the provisions of Section 7A of the Citizenship Act, 1955.</p> <p> Vinayak Prataprao Chavan First Secretary Embassy of India Washington DC</p> <p></p>	

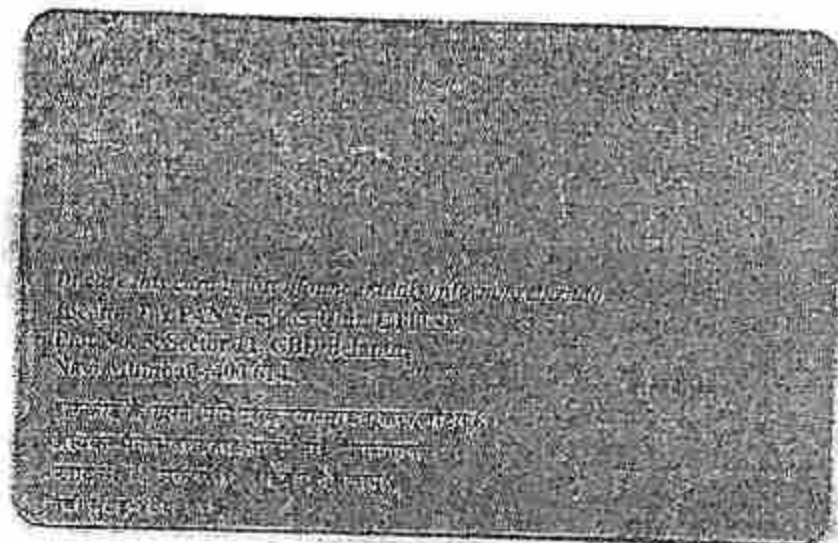
आयकर विभाग INCOME TAX DEPARTMENT		भारत सरकार GOVT. OF INDIA
	स्थायी लेखा संख्या कार्ड Permanent Account Number Card	
नाम / Name SUNPOWER REALTY LLP	ADEFS8986D	
निगमन/गठन की तारीख Date of Incorporation / Formation 27/12/2016		21012017

SUN POWER REALTY LLP


Designated Partner/Partner



J. Kamdar







भारत सरकार
GOVERNMENT OF INDIA



Jay. S. Kamdar

DOB: 12/06/1982
MALE



7074 3050 7318

मेरा आधार, मेरी पहचान

J. Kamdar



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O Late Sharad H Kamdar, 38A/26,
JYOTISH ROY ROAD, New Alipore,
Kolkata,
West Bengal - 700053

7074 3050 7318

1947
1800 300 1947

help@uidai.gov.in www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001



Major Information of the Deed

Deed No :	I-1602-00768/2022	Date of Registration	24/01/2022
Query No / Year	1602-2000053788/2022	Office where deed is registered	
Query Date	06/01/2022 1:37:43 PM	1602-2000053788/2022	
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 2,02,49,999/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 40,170/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Babu Bagan Lane, , Premises No: 52D/12, , Ward No: 092 Pin Code : 700031

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	5 Katha	1/-	1,70,09,999/-	Width of Approach Road: 20 Ft.,
Grand Total :				8.25Dec	1 /-	170,09,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4800 Sq Ft.	1/-	32,40,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 2400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		4800 sq ft	1 /-	32,40,000 /-	



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Smt TEJASREE DEB Wife of Mr PIJUSH KANTI DEB 3 NEW TOWN NEAR KARIGHARI BHABAN, City:- , P.O:- RAJARHAT NEW TOWN, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: ACxxxxxx1N, Aadhaar No: 50xxxxxxxx0175, Status :Individual, Executed by: Self, Date of Execution: 21/01/2022 , Admitted by: Self, Date of Admission: 21/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/01/2022 , Admitted by: Self, Date of Admission: 21/01/2022 ,Place : Pvt. Residence
2	Smt DIBYASREE BASU Wife of Mr RANJAN BASU 52/D/12 BABU BAGAN LANE, City:- , P.O:- DHAKURIA, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AExxxxxx2K, Aadhaar No: 26xxxxxxxx5414, Status :Individual, Executed by: Self, Date of Execution: 21/01/2022 , Admitted by: Self, Date of Admission: 21/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/01/2022 , Admitted by: Self, Date of Admission: 21/01/2022 ,Place : Pvt. Residence
3	Smt SUVASREE GHOSH Wife of Mr SAIBAL GHOSH 11/42A PANDITIA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AKxxxxxx4B, Aadhaar No: 98xxxxxxxx4109, Status :Individual, Executed by: Self, Date of Execution: 21/01/2022 , Admitted by: Self, Date of Admission: 21/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/01/2022 , Admitted by: Self, Date of Admission: 21/01/2022 ,Place : Pvt. Residence
4	Mr SUBHAJIT GUHA Son of Late INDRAJIT GUHA 52/D/12 BABU BAGAN LANE, City:- , P.O:- DHAKURIA, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, NRI/OCI/PIO,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 21/01/2022 , Admitted by: Self, Date of Admission: 21/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/01/2022 , Admitted by: Self, Date of Admission: 21/01/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SUNPOWER REALTY LLP 21/4 ASWINI DUTTA ROAD 2 ND FLOOR, City:- , P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.: ADxxxxxx6D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr JAY S KAMDAR (Presentant) Son of Late SHARAD H KAMDAR 38A/26 JYOTISH ROY ROAD, City:- , P.O:- NEW ALIPORE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AKxxxxxx0L, Aadhaar No: 70xxxxxxxx7318 Status : Representative, Representative of : SUNPOWER REALTY LLP (as AS PARTNER)



Identifier Details :

Name	Photo	Finger Print	Signature
Mr PARTHA SANA Son of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027			

Identifier Of Smt TEJASREE DEB, Smt DIBYASREE BASU, Smt SUVASREE GHOSH, Mr SUBHAJIT GUHA, Mr JAY S KAMDAR

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt TEJASREE DEB	SUNPOWER REALTY LLP-2.0625 Dec
2	Smt DIBYASREE BASU	SUNPOWER REALTY LLP-2.0625 Dec
3	Smt SUVASREE GHOSH	SUNPOWER REALTY LLP-2.0625 Dec
4	Mr SUBHAJIT GUHA	SUNPOWER REALTY LLP-2.0625 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt TEJASREE DEB	SUNPOWER REALTY LLP-1200.00000000 Sq Ft
2	Smt DIBYASREE BASU	SUNPOWER REALTY LLP-1200.00000000 Sq Ft
3	Smt SUVASREE GHOSH	SUNPOWER REALTY LLP-1200.00000000 Sq Ft
4	Mr SUBHAJIT GUHA	SUNPOWER REALTY LLP-1200.00000000 Sq Ft



Endorsement For Deed Number : I - 160200768 / 2022

On 21-01-2022

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

Presented for registration at 15:55 hrs on 21-01-2022, at the Private residence by Mr JAY S KAMDAR ,.

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 2,02,49,999/-

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

Execution is admitted on 21/01/2022 by 1. Smt TEJASREE DEB, Wife of Mr PIJUSH KANTI DEB, 3 NEW TOWN NEAR KARIGHARI BHABAN, P.O: RAJARHAT NEW TOWN, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by Profession House wife, 2. Smt DIBYASREE BASU, Wife of Mr RANJAN BASU, 52/D/12 BABU BAGAN LANE, P.O: DHAKURIA, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession House wife, 3. Smt SUVASREE GHOSH, Wife of Mr SAIBAL GHOSH, 11/42A PANDITIA ROAD, P.O: SARAT BOSE ROAD, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife, 4. Mr SUBHAJIT GUHA, Son of Late INDRAJIT GUHA, 52/D/12 BABU BAGAN LANE, P.O: DHAKURIA, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Service

Indetified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 21-01-2022 by Mr JAY S KAMDAR, AS PARTNER, SUNPOWER REALTY LLP (Partnership Firm), 21/4 ASWINI DUTTA ROAD 2 ND FLOOR, City:- , P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer



Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 24-01-2022

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60/- (E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/01/2022 6:40PM with Govt. Ref. No: 192021220165965501 on 19-01-2022, Amount Rs: 28/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1687528006 on 19-01-2022, 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/-, by online = Rs 40,070/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 354651, Amount: Rs.100/-, Date of Purchase: 04/01/2022, Vendor name: Jayanta Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/01/2022 6:40PM with Govt. Ref. No: 192021220165965501 on 19-01-2022, Amount Rs: 40,070/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1687528006 on 19-01-2022, Head of Account 0030-02-103-003-02



Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 34559 to 34651
being No 160200768 for the year 2022.



Digitally signed by Samar kumar
pramanick
Date: 2022.01.28 18:31:36 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2022/01/28 06:31:36 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)