পশ্চিমবঙ্গ पश्चिम बंगाल

12599113/2



AG 643491

WEST BENGALment is admitted to registration. The significant charge and the endom with this sales

. at this document.

District Sub-Registrar-II Alipore, South 24 Parganes

2 1 DEC 2021

SUN CONSTRUCTION

DEVELOPMENT AGREEMENT together with DEVELOPMENT POWER OF ATTORNEY

THIS DEED OF DEVELOPMENT AGREEMENT TOGETHER WITH DEVELOPMENT POWER OF ATTORNEY is made this the | fth day of freember, 2021 (Two Thousand Twenty-One);

-:: BETWEEN ::-

70 DEC 2021

Name: Sun Construction Address: 21/h. Aswini Dulta Road Kolkab - Toooza Alipur Collectorate, 24 Pgs. (3) SUBHANKAR DAS VENDOR lipur Pelice Court, Kol-27 **SUN CONSTRUCTION** 

Possal Kumas Mukheya



District Sub-Registrar-II Alipore, South 24 Pargenas

19 6 DEC 2021

Pathon Sono S/O Late R.N Soma Augur poice eat La 54 Deed uniter r. 40- 135/20131 SRI PRANAB KUMAR MUKHERJEE, having PAN:

ADPPM4498J, Aadhaar No.8693 2927 6927, son of Late Rabindra Nath Mukherji, by creed: Hindu, Indian by National, by occupation: Retired Person, residing at 8/1B, Townshend Road (presently Sakharam Ganesh Dauskar Sarani), 1st Floor, Post Office: Bhowanipore, Police Station: Bhowanipore, Kolkata: 700025, hereinafter called and referred to as "the OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the ONE PART.

#### AND

SUN CONSTRUCTION, having PAN No.ABNFS3040A, a Partnership Firm, having its Registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office: Deshpriyo Park, Police Station: Lake P.S., Kolkata: 700029, represented by its designated Partner namely, 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,

Alipore, Such Pelganage

1 6 DEC STORE

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 context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

WHEREAS originally one Rabindra Nath Mukherji was the Owner of the Municipal Premises Nos.8/1A & 8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, which is a 2 (Two) storied Building constructed upon the total land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less consisting of 4 (Four) numbers of self contained Flats intervened by one common partition wall.

AND WHEREAS while absolutely seized and possessed the aforesaid two premises as Owner thereof, said the said Rabindra Nath Mukherji gifted away a self contained Flat on the Ground Floor together with undivided proportionate % share of the land & roof of the said 2 (Two) storied Building at Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh





District Solt Pegistrer-Alipore, Suum 24 Perganago

1 6 DEC SERVE

Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72 unto and in favour of his daughter Smt. Arati Chatterji by virtue of a registered Deed of Gift absolutely and forever. The aforesaid Deed of Gift was duly registered on 17th January, 1991 in the Office of the District Sub-Registrar at Alipore and recorded in Book No.I, Volume No.358, Pages 274 to 282, Being No.644 for the year 1991.

AND WHEREAS after such gift, said the said Rabindra Nath Mukherji owned and possessed entire Municipal Premises No.8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani and a self contained Flat on the First Floor of Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani.

AND WHEREAS while seized and possessed of the aforesaid two premises as Owner thereof, said Rabindra Nath Mukherji published his last Will & Testament on 8 July, 2008, wherein he bequeathed his aforesaid entire Municipal Premises No.8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani and a self contained Flat on the First Floor of Municipal



Alliano, parm la Perganne

I S DEC STA

Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani unto and in favour of his two sons viz. Pranab Kumar Mukherjee, Prabir Kumar Mukherjee and the husband and daughter of his predeceased daughter Pranati Banerjee viz. Nilangshu Banerjee and Smt. Subhamita Mukherjee subject to life interest of his wife viz. Durga Rani Mukherji.

AND WHEREAS after passage of time said Rabindra Nath Mukherji died on 21<sup>st</sup> March, 2010 and his wife Smt. Durga Rani Mukherji died also died on 2<sup>nd</sup> March, 2012.

AND WHEREAS the aforesaid Will has been duly probated vide Order No.10 dated 19th February, 2013 in Act XXXIX Case No.373 of 2010(P) by the Learned District Delegate at Alipore.

AND WHEREAS in terms of the said Will, the Executor has been discharged of his obligations and handed over possession of the respective Beneficiaries of their full satisfaction and accordingly the Learned District Delegate Court at Alipore vide its Order No.13 dated 26th August, 2013 discharged the Executor.

AND WHEREAS in terms of the said Will, said Pranab Kumar Mukherjee, has been allotted ALL THAT a self contained Flat on



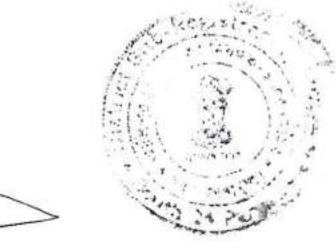
Migute, aven M Pargana

1 6 DEC Sesses

the First Floor together with undivided proportionate ½ share of the land & roof of the said 2 (Two) storied Building at Municipal Premises No.8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72.

AND WHEREAS in terms of the said Will, said Prabir Kumar Mukherjee, has been allotted ALL THAT a self contained Flat on the Ground Floor together with undivided proportionate ½ share of the land & roof of the said 2 (Two) storied Building at Municipal Premises No.8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72.

AND WHEREAS in terms of the said Will, said Nilangshu Banerjee and Smt. Subhamita Mukherjee jointly have been allotted ALL THAT a self contained Flat on the First Floor together with undivided proportionate ½ share of the land & roof of the said 2 (Two) storied Building at Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh





District Sub-Pogistrar III Alipers, pours 24 Pargange

1 6 DEC grows

Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72.

AND WHEREAS in the manner stated above, said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee became the Owner of their respective portions at being Municipal Premises Nos.8/1A & 8/1B, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72 and duly mutated their names with the Office of the Kolkata Municipal Corporation in respect of their respective portions and used to pay the necessary taxes to the said Authority.

AND WHEREAS thereafter said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee duly amalgamated their respective portions in the aforesaid two premises by way of a registered Deed of Amalgamation, which was duly registered on 23rd June, 2021 in the Office of the Additional Registrar of



Alipero, pour 25 faigen

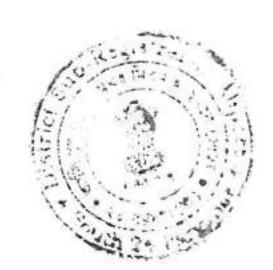
1 6 DEC SEEM

Assurances - I at Kolkata and registered in Book No.I, Volume No.1901-2021, Pages from 213239 to 213284, Being No.190103638 for the year 2021.

AND WHEREAS after such amalgamation, the aforesaid two premises merged with each other and came into one single property, which is at present known and numbered as Municipal Premises No.8/1A, Townshend Road at present Sakharam Ganesh Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, containing total land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less and same was duly mutated in the name of said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee.

AND WHEREAS in the manner stated above, said Pranab Kumar Mukherjee, Prabir Kumar Mukherjee, Smt. Arati Chatterjee, Nilangshu Banerjee and Smt. Subhamita Mukherjee jointly have became the Owners of the aforesaid property i.e.

ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs 10 (Ten) Chittacks be the same a little more or



Mistrict See Segistrar-7

1 6 DEC SENSE

less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.8/1B, Townshend Road at present 8/1B, Sakharam Ganesh Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, bearing Assessee No.11-072-33-0243-2, morefully described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PREMISES/PROEPRTY**" and absolutely seized and possessed the same as joint Owners thereof by paying taxes thereto.

AND WHEREAS at this juncture, the Owner herein decided to develop his share in the said property i.e. ALL THAT piece and parcel of undivided 1/4th share of the land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.8/1B, Townshend Road at present 8/1B, Sakharam Ganesh Dauskar Sarani, Police Station: Bhowanipore, Kolkata:



nstrict Sort Registror D

1 6 DEC 9750\*

700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, morefully described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as "the **SAID PORTION**", through a prospective Developer to overcome his accommodation problems and hence enter into this Agreement with the Party hereto of the Other Part as per terms and conditions as set forth hereunder below for the proposed development work of the said property.

AND WHEREAS the Owner has declared and represented as under:-

- The property of the Owner is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
- That the said portion does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
- That the Owner is not defaulter in payment of tax or any other statutory liability leading to first charge or to attachment and/or sale of the said portion under Public Demands Recovery Act.





Aligora, South 24 Pargane

1 6 DEC Sesse

- 4. That the Owner has not heretofore entered into any Agreement for Sale of the said portion or any part thereof nor has he bounds himself by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said portion or any part thereof.
- 5. That it has absolute right and indivisible title and absolute power and authority to deal his said portion and every part thereof in any manner he may prefer.

AND WHEREAS the entire Building, stands upon the said property is in a dilapidated condition not fit for habitation and not proper for reasonable safe and suitable accommodation of the present Owner including the other Owners of the said property with their respective family members.

**AND WHEREAS** the Owner is desirous to have his said portion developed for better utilization of the space available therein.

AND WHEREAS the Owner is not in a position to develop the said portion on his own having lack of knowledge in the matter of construction of Building.

AND WHEREAS the Owner were in search of a Developer who has sufficient funds and due experience and having necessary



District Son Pegistra All Alipore, Sonia 24 Parganas

1 6 DEC Sensor

infrastructure and interest to promote and develop the said portion by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

AND WHEREAS the Developer approached the Owner with the proposal that he would be able to construct a proposed Building/s upon the said portion as well as the said property consisting of several Flat/s, Shop/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation after obtaining necessary Plan sanctioned from the Kolkata Municipal Corporation with its own funds and resources.

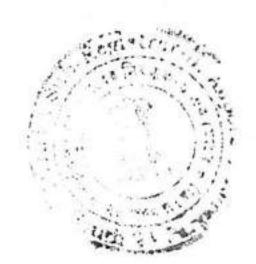
AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows:-

## ARTICLE: "I"

(DEFINITIONS)

### OWNER :-

Shall mean **SRI PRANAB KUMAR MUKHERJEE**, son of Late Rabindra Nath Mukherji of 8/1B, Townshend Road





District Son Pogistrar-II

1 6 DEC STREET

(presently Sakharam Ganesh Dauskar Sarani), 1st Floor,
Post Office: Bhowanipore, Police Station: Bhowanipore,
Kolkata: 700025 and his heirs, executors, successors,
administrators, legal representatives and assigns.

#### DEVELOPER :-

Shall mean **SUN CONSTRUCTION**, having its Registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office: Deshpriyo Park, Police Station: Lake P.S., Kolkata: 700029, represented by its designated Partner namely, **SRI JAY S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station: Behala, Kolkata: 700053and its successors-in-office and assigns.

### THE SAID PROPETY :-

Shall mean ALL THAT piece and parcel of land measuring an area of 5 (Five) Cottahs 10 (Ten) Chittacks be the same a little more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises



ebc:

August, Louis de Pargrage

6 DEC SERVE

No.8/1B, Townshend Road at present 8/1B, Sakharám Ganesh Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, morefully described in the **FIRST SCHEDULE** hereunder written.

## THE SAID PORTION :-

Shall mean ALL THAT piece and parcel of undivided 1/4th share of the land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.8/1B, Townshend Road at present 8/1B, Sakharam Ganesh Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, morefully described in the SECOND SCHEDULE hereunder written.

## 5. BUILDING PLAN :-

Shall mean and include all the drawings, specifications for construction, maps or Plan as shall be sanctioned in



Jistret Set Patietrareif

Alipote, poum 24 Pargament

1 6 DEC grow

the name of the Owner by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the portion as well as the said property and construction of multistoried Building/s thereon consisting of several residential Flats and commercial space/s, Car Parking Space/s and other space/s etc. on the said portion and/or modification thereof made or caused by the Developer in the name of the Owner herein along with the other Owners of the said property duly signed by the Owner or his duly authorized agents or Attorney and approved.

## ARCHITECT/L.B.S. :-

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

#### BUILDING :-

Shall mean the proposed multistoried Building/s to be constructed on the said portion as well as the said



Montes Ser Pegarier II Alipare, Sear- 24 Pargassa.

1 6 DEC SERVE

property as per sanctioned Plan, drawings and specifications of constructions, morefully described in the **FIFTH SCHEDULE** hereunder written.

## OWNER'S ALLOCATION :-

Shall mean that in this project the Owner shall be given at the first instance free of cost entitled to get a self contained Flat having built up area of 1319 (One Thousand Three Hundred Nineteen) Square Feet more or less in the Third Floor at the Front side i.e. Eastern side of the Building in finished and complete in all respect and one Car Parking Space of 120 (One Hundred Twenty) Square Feet more or less also at the Front side without having any demarcation from the proposed Building in finished and complete condition together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided morefully described in the SIXTH SCHEDULE hereunder written. The Owner shall be given the aforesaid allocation in lieu of his said portion being allowed for development by the Developer. The aforesaid Owner's allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation by correspondences.

Augure, per 21 Pagan

1 6 DEC grave

## DEVELOPER'S ALLOCATION :-

Shall mean the rests and remaining portions of the proposed Building/s in the said portion save and except the Owner's allocation. The said rests and remaining areas means several Flat/s, Shop/s, Car Parking Space/s and other space/s and proportionate undivided share in the land and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall 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 portion, morefully described in the FIFTH SCHEDULE hereunder written, with right to enter into Agreement for Sale of Flat/s, Shop/s, Car Parking Space/s and other space/s with right on common areas and spaces to the intending Flat Buyers and to take advances and total consideration from him/her/them without any objection or interruption from the Owner.

# 10. SALEABLE AREA:

Shall mean the Flat/s, Shop/s, Car Parking Space/s and other space/s in the proposed Building/s, which are





laute i Se ha Prgistr**ar-il** — Alipere, quam id Parg**ana** 

6 DEC STEEP

12

- 1 5 ...

available for independent use and occupation of the 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.

### 11. 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, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Shop/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

#### 12. COMMON EXPENSES :-

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges



1 6 DEC 2000

dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of the Flats as may be determined jointly by the Owner and the Developer until an Association is formed by the Transferees and/or Purchasers of the said Flats in the Building/s to be constructed thereon.

## 13. 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 Flats/spaces shall the common areas, common utilities as may be provided in the proposed Building/s.

#### 14. TOGETHER :-

With its grammatical variation shall mean the transfer by way of sale of the Flats, Garage and spaces excepting the Owner's allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flats and Spaces in the Building/s to be constructed thereon.

Gegistrar-∏ up in pargage

# 15. TRANSFEREE(S)/PURCHASER(S):-

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

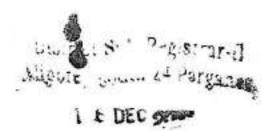
- A. Words imparting singular shall include plural and vise-versa.
  - B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

#### ARTICLE: "II"

## (TITLE AND DECLARATION)

1. The Owner hereby declares that it has good and absolute right, title and interest in the said portion as mentioned in the **SECOND SCHEDULE** hereunder written without any claim of any right, title or interest of any person/s adversely against him. The Developer is free and at liberty to make such investigations with regard to the title of the Owner and has satisfied itself with the right, title and interest of the Owner.



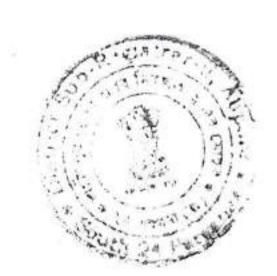


2. The Owner hereby undertakes and assures that the Developer will be entitled to construct and complete the entire proposed Building/s after demolition of the whole existing Building after negotiation with the other Owners of the premises with all responsibilities and benefits as agreed by and between the parties and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owner of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said portion without any interference of or from the Owner or any other person/s claiming through under or in trust for the Owner. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owner shall have no claim to the said sale proceeds.

#### ARTICLE: "III"

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owner hereby grants exclusive right to the Developer to build up and accept the said portion for the construction of the proposed Building/s and the Developer shall be entitle to enter into Contract or Agreement with any person/s, Company/ies or



o DEC pro-

Concern/s at its own risk and responsibility without encumbering the said portion of the Owner in any manner whatsoever.

### ARTICLE : "IV"

(POWER OF ATTORNEY)

The Owner 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 sanctioned Building Plan and 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 for sale, transfer of the Flats, commercial space/s, Car Parking Spaces and other spaces of the proposed Building/s including undivided proportionate share of land except the Owner's 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)

The Owner has appointed the Developer as the Developer
of the said portion including the Owner's portion and the



. S Popisitatell

i 6 DEC grade

Developer has accepted such appointment on the terms and conditions hereunder contained.

- The development of the said portion shall be in the following manner:-
  - A. Simultaneously with the execution hereof, the Owner shall hand over to the Developer title related papers and documents relating to the said portion. If any such document is not available to the Owner herein that suppose to be available to him, then the Developer shall make such arrangement to avail the same. It is clarified that the Developer shall from time to time allow inspection of the original documents kept with the Owner herein or any of his representatives or to any person or persons and Authority or Authorities as may be requested by the Owner till the completion of the whole project. Upon completion of the whole project and the formation of any Association and/or Committee for the maintenance and management of the proposed Building/s, the Developer and/or any other holders or custodians of all or any of the original documents





Nichter and Arthur

6 DEC grass

...

1 Km 28

shall hand over the original documents to the Association and/or Committee for its custody.

- B. The Developer shall mutate the name of the Owner herein in respect of the said portion with the Office of the Kolkata Municipal Corporation at the cost of the Owner herein.
- C. The Developer shall also mutate the name of the Owner herein in respect of the said portion with the Office of the B.L. & L.R.O. for construction of the proposed Building/s on the said portion but the entire cost will be borne by the Owner herein.
- D. The Developer as Attorney of the Owner at its own costs and expenses and for and on behalf of the Owner shall cause the Plans of the proposed Building/s to be prepared and deposit the same before sanctioning Authority/ies for the approval and/or sanction of the same and get the Plans approved and/or sanctioned along with other permissions, clearances or approvals for the said development.



tighter account pargages

6 DEC genes

- E. The Owner shall not 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 the notice of completion of the project by the Developer, it would be deemed that the project has been duly constructed and completed by the Developer.
- F. That after due service of notice by the Developer to the Owner, the Owner fail/s, neglect/s, refuse/s and/or delay/s to take delivery of the possession of his allocation in the proposed Building/s in the said portion within the notice period then it would be construed that the Owner has taken possession of his allotment in the proposed Building/s on the expiry of term of the said notice.
- G. All applications, Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs

--- S ' "sgigrearig Auguer, Jun 24 Daysage

. 6 DEC DEVIN

and expenses and submit or deposit the same in the name of the Owner and his other co-sharers. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan's for the construction in the proposed Building's to be constructed at the said portion.

- H. At any time after the execution of this Agreement, the Developer shall have the right and shall be entitled to enter into the said portion and to do all preparatory works, as may be necessary for the project.
- I. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within a period of 30 (Thirty) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said portion from the Owner, whichever will be the later, shall complete the construction of the proposed Building/s in the said project at own costs and expenses of the Developer and deliver vacant



Alipore, osum 24 Perganes I 6 DEC SEE

and peaceful possession of the Flats/spaces comprised in the Owner's allocation to the Owner in habitable condition as per the particulars mentioned in the **THIRD SCHEDULE** hereunder written. The Owner may extend time for a further period as the same may be reasonably required.

- J. 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.
- K. The Developer shall pay a total sum of Rs.50,00,000/- (Rupees Fifty Lac) only to the Owner herein towards the interest free security deposit amount, out of which Rs.30,00,000/- (Rupees Thirty Lac) only has already paid prior to execution of this Agreement and balance amount of Rs.20,00,000/- (Rupees Twenty Lac) only to be paid within 2 (Two) days prior to vacating his Flat for shifting to a suitable alternative accommodation arranged by the Developer at its cost.

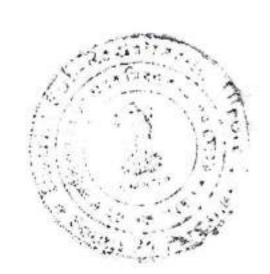


Alipere, Sound 24 Pargames.

#### ARTICLE: "VI"

#### (Possession And Construction)

- 1. It has been agreed by and between the Owner and the Developer to construct, erect and complete the proposed Building/s in the said portion and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owner shall have no responsibility towards construction of the proposed Building/s.
- 2. The Developer agreed to commence work after obtaining full vacant possession of the said portion or from the date of obtaining of the Building/s sanction Plan by the Developer, whichever will be the latter.
- 3. The Developer shall upon completion of construction and making the portion habitable deliver the Owner's allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.
- From the date of delivery of possession of the Owner's allocation and till separate assessment by the Kolkata



Darertsiga o 1 6 DEC State

Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said portion.

5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a period of 30 (Thirty) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said portion from the Owner, whichever will be the later.

#### ARTICLE: "VII"

(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said portion shall be completed and made fully habitable for residential, partly commercial purpose, upon obtaining necessary certificate for occupation from the Architect/
L.B.S. and also Completion Certificate from the Kolkata Municipal Corporation as provided under the Kolkata Municipal Act and the Rules and Regulations thereunder made, the Developer shall give written notice to the Owner requesting the Owner to take possession of the Owner's allocation in the Building/s and thereafter the Owner



Mipore, pour de l'argunt de

1 6 世紀 英麗

shall take possession of his allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owner 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 are sold away, the Developer in consultation with the Owner shall frame rules for occupation, user and enjoyment of the residential Flats and other spaces in the proposed Building/s and till formation of a Body of the Co-Owner of the Building/s including the Owner 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 Owner's 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:-



Migrate, oc - 24 Par 32000

1 6 DEC SER

- The Owner and the Developer or the nominee/s of 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.
- 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-Owner 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.
- The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor



Althorn, June 21 Pargand

Q. ...

·

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.

- 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-Owner 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 portion.
- 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.



I & DEC OF

.

6.

### 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.

#### ARTICLE: "X"

(COMMON RIGHTS AND OBLIGATION OF OWNER AND DEVELOPER)

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

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY

AGRED BY AND BETWEEN THE PARTIES HERETO as

follows:-

The Owner agrees to appoint and do hereby appoint the
parts of the other Flat Owner, as the Developer in respect
of the said portion, morefully described in the <u>SECOND</u>
<u>SCHEDULE</u> hereunder written and the Owner hereby
grant/license to the Developer for development of the land



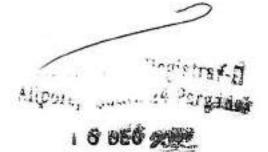
otacineta Pregistrareili Alipore, august 24 Par James

1 6 000 900

for the purpose of construction and the construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said portion as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.

- 2. Subject to the sanction of the Building/s Plan, the Developer shall develop and promote the said portion by way of construction of multistoried Building/s. The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as may be specified by the Architects/L.B.S. from time to time. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the FIFTH SCHEDULE hereunder written.
- 3. The Developer shall provide in the proposed Building/s at its own cost pump, water storage tank with overhead



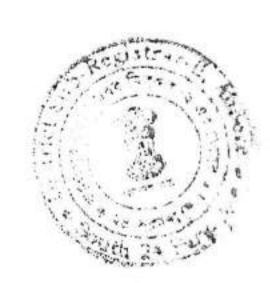


Š.,

.

reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or multistoried Building/s having self contained Apartments or Flat/s, Shop/s, Car Parking Space/s and other space/s.

- 4. The Developer shall at its own cost arrange alternative accommodation of similar standard for the Owner herein paying monthly rents during the period of constructional work of the proposed Building till handing over possession of the Owner's allocation.
- 5. The Developer will arrange for packaging all loose and small items like books, utensils, toys, show pieces and other delicate items for shifting and safe transportation of furniture and other belongings of the Owner to and from one premises to other at his cost.
- 6. The Developer shall at its own cost demolish the present structure standing over the said property and shall enjoy the debris and salvages at its own whims and desire excepting those removable fixture/fittings of the Owner's choice for his reuse.



Suppres some 21 Parganes

6 DEC SE

- 7. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
- 8. All costs and expenses pertaining to the sanction of the Building/s Plan including the payment of requisite fees and other incidental expenses payable to such sanctioning Authority shall borne by the Developer.
- 9. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owner shall simultaneously grant and execute in favour of the Developer Company by a registered Development Power of Attorney save and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.
- 10. All the legal heirs of the Owner above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
- 11. The Developer shall construct the said portion strictly in accordance with the Building Plan and the rules



Jegierrarei] Aupore, pour de Pargade 1 6 DEC STORE

regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owner.

- 12. The Developer is hereby empowered by the Owner to apply and obtain on its behalf and in its name the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said portion 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 portion and making the same habitable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owner will not be liable for the same.
- 13. The Owner hereby agree and undertake to deliver the vacant possession of the said portion to the Developer for the purpose of development and construction of proposed Building/s within 15 (Fifteen) days from the date of getting notice from the end of the Developer.





Alipore, aven-24 Parganas

China and the second

- 14. The Developer has agreed to deliver possession of the Owner's allocation in the proposed Building/s within the stipulated period of 30 (Thirty) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said portion from the Owner, whichever will be the later.
- 15. Immediately on completion of the Owner's allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said portion, the Developer shall give notice in writing to the Owner requiring the Owner to take possession of the Owner's 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 Owner 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





Aupone, Joseph of Parganese

Allian, real and and and and

ě

Owner's allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if is levied on the Building/s as a whole.

- 16. On completion of the construction of the entire Building/s, the Owner 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 Owner 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 the Parties as the case may be consequent upon a default by the Owner or the Developer in this behalf.
- 17. As and from the date of satisfactory handing over the Owner's allocation as mentioned above in all respects and duly acknowledged by the Owner in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owner for accepting the possession of his





Moore, See . 24 Parganag

I & DEC grown

14

4

allocation, the Owner shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owner's allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipment etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipment, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.

- 18. Any transfer of any part of the Owner'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.
- 19. The Owner's 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





Lipore, puum 24 Paristes

I & DEG STOP

Assessment of the second

intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.

- 20. No formal Deed of Transfer in respect of the Owner's allocation shall be required. But the Owner shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorney of the Owner shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.
- 21. 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 etc. which be beyond the control of the Developer, 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



ALCOIC, 2- 24 Perganas

Same Property to the same of t

difficulty shall not be considered to be the reasons beyond control of the Developer.

- 22. The Developer will also keep the Owner 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 Corporation Act and/or infringement of such act or deviation from the sanctioned Building Plan 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 portion or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said portion 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 Owner and Occupiers of the adjoining properties due to damage or loss suffered by the Owner in course of hazards in construction work of the said portion shall be borne by the Developer.
- 23. Both Owner 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.
- 24. 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 Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.
- 25. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and



Pole, com al Parado 1 5 950 200

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

- No goods or other items shall be kept by the Owner 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.
- 27. The Owner shall permit the Developer and its servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owner's 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



name, when it is the second

facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.

- 28. The Developer's allocation in the proposed Building/s in the said portion is meant for sale as Ownership Flats. As such the Owner and the necessary Parties 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 Flats at a price determined by the Developer and the Owner shall have not nor can have without any demand or claim thereon of any nature whatsoever.
- 29. The Developer is at liberty to advertise for sale of the said Ownership Flats during the Development/construction of the Building/s on the said portion and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flats and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer allocated share the proposed Building/s.



Lighter, Sound Za Par 1964;

I & DEG DEEP

- 30. The Owner hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said portion.
- 31. The Owner shall not let-out, grant, lease, mortgage and/or charge the said portion or any part thereof without the consent in writing of the Developer during the period of construction.
- 32. The Owner hereby agrees and covenants with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall require and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.
- 33. 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



Actionic, Journ 24 Purganer

6 DEC STATE

with given the time is a

own use, occupy and enjoy the respective areas and the
Parties hereto shall full and absolute right to deal with or
transfer their areas in the manner as it thinks fit and
proper.

- 34. The Developer shall have no right title and interest whatsoever in the Owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owner and similarly the Owner shall have no claim in respect of the Developer's Allocation as herein provided.
- 35. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owner's allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owner shall never be liable to pay and/or refund such cost or expenses to the Developer.
- 36. The Developer shall in completion of the proposed Building/s, put the Owner in undisputed possession of

Alipore, Sum 24 Parganas

1 1 4 W W

the Owner's allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.

- 37. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner would be prevented from enjoying, selling, assigning, and/or disposing of any portion of the Owner's allocation in the said proposed Building/s in the said portion.
- 38. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flats and other areas of the Building/s belonging to the Developer's allocation and also enter into Agreement 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 Owner hereby confirms that the Owner shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.



Aligning some 10 Program

1 6 DEC gene

- 39. The Owner confirms and undertakes that if so required by the Developer, the Owner 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 Flats, Car Parking Space/s, Space/s etc. in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money.
- 40. 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 Owner and various application and other documents may be required to be signed or made by the Owner relating to the specific provisions may be reasonably required to be done in the manner and the Owner shall execute any such authorization as may be required by the Developer for the said purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all



uterret Sme-<sup>9</sup>tgletrar-ij Ugme, promi ta Dit**saco** 

1 6 DEC green

such acts deeds matters and things do not in any way infringe the rights of the Owner and/or go against the spirit of this Agreement.

- 41. 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.
- 42. The proposed Building/s in the said portion shall be christened as "SUN ROSE", 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.
- 43. The Owner shall interest with the works of the Developer at any stage during construction in any way subject to the





Justrict Sit Deglatrar-II

& DEF SEE

Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan.

- 44. The land Owner 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, Shop/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 portion before the Registration Office/s.
- 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.

## DEVELOPMENT POWER OF ATTORNEY

PRANAB KUMAR MUKHERJEE, having PAN: ADPPM4498J,
Aadhaar No.8693 2927 6927, son of Late Rabindra Nath



Almore, or 24 Paragraph

1 6 026 900

Mukherji, by creed: Hindu, Indian by National, by occupation:

Retired Person, residing at 8/1B, Townshend Road (presently
Sakharam Ganesh Dauskar Sarani), 1st Floor, Post Office:

Bhowanipore, Police Station: Bhowanipore, Kolkata: 700025,

hereinafter called and referred to as "the PRINCIPAL".

## -:: SEND GREETINGS ::-

District St. Pegistrar-il Alinose, sures de Parganage

1 6 DEC Seres

Police Station: Lake P.S., Kolkata: 700029, represented by its designated Partner namely, **SRI JAY S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station: Behala, Kolkata: 700053, hereinafter called and referred to as "the **DEVELOPER**" 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 Principal herein being the Owner shall be at the first instance entitled to get free of cost a self contained Flat having built up area of 1319 (One Thousand Three Hundred Nineteen) Square Feet more or less in the Third Floor at the Front side i.e. Eastern side of the Building in finished and complete in all respect and one Car Parking Space of 120 (One Hundred Twenty) Square Feet more or less also at the Front side without having any demarcation from the proposed Building in finished and complete condition.

Migure, Soum 24 Prifaces

AND WHEREAS in pursuance of the Development Agreement entered between the Principal and the Developer and in pursuance of understanding between the Parties it is necessary and also expedient for me to appoint to look after all the aforesaid property affairs during his absence.

NOW KNOW ALL BY THESE PRESENTS I the authorized signatories and the director of the above named Principal 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 Partners of SUN CONSTRUCTION, having PAN No.ABNFS3040A, a Partnership Firm, having its Registered Office at 21/4, Aswini Dutta Road, 2nd Floor, Post Office: Deshpriyo Park, Police Station: Lake P.S., Kolkata: 700029, as his true and lawful Attorney in his name and on his 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 :-

Monther St. Denistrated

- To retain and defend possession of the said property and every part thereof and receive and/or deliver possession thereof from and/or to any person or persons occupying thereon and also to manage maintain and administer the said property and every part thereof strictly in pursuance of the Joint Venture Agreement.
- 2. To pay all rents and taxes, charges, expenses and other outgoing whatsoever payable for or an account of the said property or any portion thereof or any undivided share or shares therein and to ensure any Building thereon against loss or damages by fire and/or other risk as may be deemed necessary and/or desirable by his 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.
- To appoint and terminate the appointment of Architect/
   LBS., Engineer etc. and to get prepare Plan/s, demolition,

Alipore, Sau 24 Parganese

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 his constituted Attorney.

- 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 I 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 said property in terms of the Agreement or other documents

Called

Marie Sal Danierrania .

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.

- 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.

Migrate, Same 25 Pargasa

1 6 DEC STORE

- 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 shall consider necessary and as may be required to complete the proposed Building at the **SCHEDULE** mentioned property.
- 11. To represent the Principal before the Kolkata Municipal Corporation, P.W.D., 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

Migrael and de la man

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.

- 13. To prepare, sign, execute, submit enter into modify, cancel, alter, draw, approve the same and also to present for registration and admit registration of all paper, documents, Deeds, contract, Agreement, applications, consent and other documents as may in any way be required before the competent Authority to be or any of the powers herein contained including sale, permission 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 his 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

Althorn, Sound 24 ... Sange

against any persons and demand or negotiate regarding any of the matters aforesaid or any other matter, relating to the said property in which the Principal now or may hereinafter be interested or connected and also if the said Attorney thinks 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 the Principal before all Authorities, make commitments and give undertaking as be required for all or any of the purpose herein Contained.

Mistrict Sit Grejerrar-H

I 6 DEG grow

-1 3, 1

- 17. To appear before the Kolkata Municipal Corporation and/or other authorities regarding the tax assessment, drainage/ sewerage connection and obtaining completion 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 for and on behalf of Principal 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 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



 $\rightarrow$ 

District St. \* Registrar-II Alipore, pum 24 Parganas

1 6 DEC grass

+ +

such price which the said Attorney in his absolute discretion thinks proper.

- 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.
- Agreement, Deed of Conveyance and to deliver any Conveyance or Conveyances for the selling Flats/Spaces from 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 in his name.





Mipore, Sun 24 Parganes

- 22. To sign and execute all other deeds, instruments and assurance which the Developer/Attorney shall consider necessary and to enter 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 on and for his behalf and it is to be treated as done by the Principal being present himself personally.
- 23. To observe fulfill and perform all the terms conditions and obligations on the Principal's part or to be observed fulfilled and performed according to the said Agreement and to execute all the rights of the Principal therein by the said Attorney.
- 24. This Power of Attorney will be registered and the Developer will submit to the Owner 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

Construct St. Conference of Paragrams

6 DEC STE

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 the Principal and the 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 10 (Ten) Chittacks be the same a little more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less with cemented flooring standing thereon, being known and numbered as Municipal Premises No.8/1B, Townshend Road at present 8/1B, Sakharam Ganesh Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of

5

Missing Som Personage

1 6 DEC STORE

---

\*

the Kolkata Municipal Corporation, under Ward No.72, bearing Assessee No.11-072-33-0243-2, together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by:-

ON THE NORTH : Comm

Common passage and Premises

No.8, Townshend Road:

ON THE SOUTH

Premises Nos. 10A & 10B, Townshend Road;

ON THE EAST

Townshend Road and Premises

No.29C, Townshend Road;

ON THE WEST

Premises No.17, Rakhal Mukherji Road.

# THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PORTION)

ALL THAT piece and parcel of undivided 1/4th share of the land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less together with 2 (Two) storied Building having built up area of 5800 (Five Thousand Eight Hundred) Square Feet more or less standing thereon, being known and numbered as Municipal Premises No.8/1B, Townshend Road at present 8/1B, Sakharam Ganesh Dauskar Sarani, Police Station: Bhowanipore, Kolkata: 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, morefully described in the FIRST SCHEDULE hereinabove written.



Mapare, Samuella gange

6 DEC WAR

## THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE OWNER'S ALLOCATION)

ALL THAT in the instant development project the Owner shall be at the first instance free of cost entitle to get a self contained Flat having built up area of 1319 (One Thousand Three Hundred Nineteen) Square Feet more or less in the Third Floor at the Front side i.e. Eastern side of the Building in finished and complete in all respect and one Car Parking Space of 120 (One Hundred Twenty) Square Feet more or less also at the Front side without having any demarcation from the proposed Building in finished and complete condition together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided morefully described in the SIXTH SCHEDULE hereunder written. The Owner shall be given the aforesaid allocation in lieu of his said portion being allowed for development by the Developer. The aforesaid Owner's allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation by correspondences.

#### THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rests and remaining share of the said portion of the proposed Building/s in the said property save and except the



Aliports Sum 24 Perstant

6 DEC prose

Owner's allocation according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein and the Developer shall have the right to sell, mortgage lease out and/or rent out the same in whole or in part, with right to enter into Agreement for Sale of Flat/s, Shop/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 without any objection or interruption from the Owner.

#### THE FIFTH 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:-

TAIL SECTION OF THE PARTY OF TH

Month Summer Strate

1 6 DEC STOP

- ✓ 200 mm thick brickwork.
- ✓ 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.

## WOODEN WORK :-

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

District See Cogistrar-()
Alipore, Summ 24 Pai Japan

will have good quality (as per relevant I.S. code specification) PVC doors. All internal doors in between rooms are to be fitted with existing teach wood/mahogany wood made doors with respective door frames removed from present Flat.

## KITCHEN :-

Kitchen working platform of black stone top with granite.

Wall above platform will have 4' 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.

Aupore. Sound 4 Pargage

wiring and complete with distribution boards, subdistribution board, switchboard with modular type switches. One such switchboard at opposite walls in each room with two 5amp 3 pin plug point with red indicators to be provided as required. Kitchen is to be provided with 5amp and 15amp electrical connections for kitchen appliance. One switchboard is to be provided outside common toilet for connections of aqua-guard and washing machine.

- 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.

Alipour, power 14 Paggagage)

6 DEC SPEER

Inside walls and ceilings of flat areas will be finished with good quality (as per relevant I.S. code specification) wall putty.

#### BATHROOM DETAILS:-

Toilet attached to the Bedroom will have one Western type commode (white) and cistern, taps, shower, CP tower road and wash basins (white). Common Toilet will have Indian style combo pan and pedalinone (all in one) (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.

Miphie Source 24 Pargannay

eren i

## THE SIXTH SCHEDULE ABOVE REFERRED TO

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

- The foundation column, beams, supports, corridors, lobbies, stairway, entrance and exits pathway.
- External drains, sewerage from the premises to the main road.
- Drainage pipes from the units to the drains and sewers connection to the premises.
- Toilets in the Ground Floor of the premises for the use of durwans, caretaker of the premises and/or servants.
- Meter room.
- Roof (lay with Asian paints water proof chemicals).
- Driveways and pathways.
- Boundary walls of the premises
- including outside wall of the Building and main gate.

#### 10. COMMON PARTS :-

- Pump and meter with installation and room thereof.
- Water pump, underground water reservoir, water pipes and other common plumbing installation and space required thereto.

Mistrict St. h. Pegistrat-ij Missric South 24 Pargan

1 9 920

dia .

- External rain water pipes and distribution pipes.
- 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.
- Windows, doors and other fittings of the common areas of the premises.
- 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 SEVENTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON AREAS & INSTALLATIONS)

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



Alipore, Summ 24 Pargasses

1 6 DEC STATE

- 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.
- Lifts, its equipments and installations, lift well, machine room, security room, common toilet, generator room etc., if any.
- 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.
- Fire fighting arrangement to be done by the Developer, if required for commercial area.



Aliport pour 24 Pargages

1 6 DEC

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

#### THE EIGHT 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.

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



District Serv Degistrar-II.
Abpore, pour 24 Pargana.

I & DEC SERVE

**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. Mhinmay Naskall. 393 A Rabindha Sahami Kulkata-700005

Signature of the OWNERS

2. Ballon Pal 35fi, BALARAM BOSE GHAT ROAD, KOLKATA-700025:

**SUN CONSTRUCTION** 

Partner

Signature of the DEVELOPER

Arijit Kumar Bose A ADVOCATE Alipore Police Court

No.- F/1158/2014

Alipore Judges' Court, Kol: 27.

Computer Typed by :-

Debasish Naskar

Alipore Judges' Court, Kol: 27.



Allpoie, South 24 Parganas

1 6 DEC STORE

#### MEMO OF CONSIDERATION

<u>RECEIVED</u> of and from the within named Developer the within mentioned sum of Rs. 50,00,000/- (Rupees Fifty Lac) Only, as per Memo below:-

#### **MEMO**

- Paid by A/C Payee Cheque being no. 893593,
   dated 13-12-2019, drawn on SYNDICATE BANK
   at its Lake Garden Branch, amounting to
   Rs. 30,00,000/-
- Paid by A/C Payee Cheque being no. 726170,
   dated 16/12/21, drawn on Canara Bank,
   at its Lake Gardens Branch, amounting to Rs. 20,00,000/-

TOTAL .....

Rs, 50,00,000/-

(Rupees Fifty Lac) Only.

#### WITNESSES :-

1. Minmay Moskall 393 A Robendra Sarami Kulkata - Foods.

2. Ballanº Pal 35fi, BALARAM BOSE GHAT ROAD, KOLKATA - 780025.

Prand Kumar Mukkeyer Signature Of The OWNERS



District & Segistrar-J Algiere, Seven 24 Pargang

1 6 DEC gette

. ,



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

#### **GRN Details**

GRN:

192021220137135508

GRN Date:

15/12/2021 17:58:00

BRN:

6177806591439

Gateway Ref ID:

213490038715

Payment Status:

Successful

Payment Mode:

Online Payment (SBI Epay)

Bank/Gateway:

SBIcPay Payment Gateway

BRN Date:

15/12/2021 18:12:01

Method:

HDFC Retail Bank NB

Payment Ref. No:

2002599113/2/2021

[Query No/\*/Query Year]

Total

#### Depositor Details

Depositor's Name:

SUN CONSTRUCTION

Address:

21/4, ASWINI DUTTA ROAD CITYSTYLE MALL

Mobile:

9830718888

EMail:

sunconstructionsun@yahoo.in

Depositor Status:

Buyer/Claimants

Query No:

2002599113

Applicant's Name:

Mr PARTHA SANA

Identification No:

2002599113/2/2021

Remarks:

Sale, Development Agreement or Construction agreement Payment No 2

#### **Payment Details**

S1. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002599113/2/2021	Property Registration-Stamp duty	0030-02-103-003-02	10071
2	2002599113/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	50028

IN WORDS:

SIXTY THOUSAND NINETY NÎNE ONLY.

60099



District Set Registrar-I)
Aliquie, Source 24 Pargatose
1 6 DEC



#### Government of West Bengal

## Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS, District Name :South 24-Parganas Signature / LTI Sheet of Query No/Year 16022002599113/2021

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

SI No.	Name of the Executa	nt Category	Photo	Finger Prin	nt Signature with date
1	Mr PRANAB KUMAR MUKHERJEE 8/1B TOWNSHEND ROAD, City:-, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700025				frank Kumm Hulleige 16. 12. 2021
SI No.	Name of the Executar	nt Category	Photo	Finger Prin	nt Signature with date
2	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:- 700027	Developer [SUN	66		J. W.
SI No.	Name and Address of identifier	ldentifie	r of Ph	noto Finger	Print Signature with
1	Son of Late R N M	Ir PRANAB KUMA IUKHERJEE, Mr J AMDAR			Forther Band



District S: \* Mistrar-II
Alipere, 24 Pargange

(Samar Kumar Pramanick)

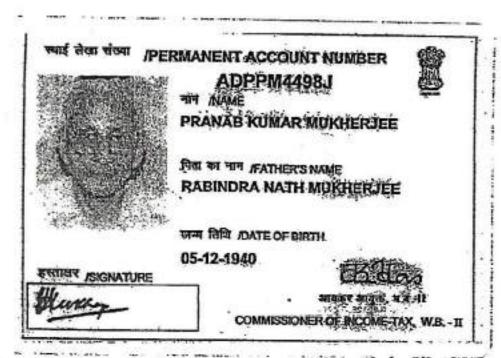
DISTRICT SUBREGISTRAR

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

Query No:-16022002599113/2021, 16/12/2021 02:18:18 PM SOUTH 24-PARGANAS (D.S.R. - II)



District Sub-Registrated
Alipote, Sour 24 Parganes



Pornal Kuriar Mukheyer

इस कार्ड के खो / मिल जाने पर कृष्या जारी करने वाले प्राधिकारी को सृष्ति / वापस कर दें सहायक आयकर आयुक्त, पी-7, घौरंगी स्वयायर, कलकता - 700 069. In case this eard is lost/found,kindly inform/return to the issuing authority: Assistant Commissioner of Income-tax, P-7, Chowringhee Square, Calcutta-700 069.

Self Attested





500

তানিকাভূকির আই ডি / Enrollment No.: 1040/21038/02812

প্রদার কুমার মুখালী Pranab Kumar Mukherjee PASSAGE 8/18, TOWNSHEND ROAD, UPPER FLAT SIDE

Bhawanipore Circus Avenue Kolkata Bhawanipore

West Bengal 700025



আপনার আধার সংখ্যা / Your Aadhaar No. :

# 8693 2927 6927

সাধারণ মানুষের অধিকার



Covernment of India. のの一種の理解をはないからなり

धनव सुमान सुमाना Pranab Kumar Mukherjee

भिन्ना : इंदीस्त्र नाम मूमाजी Father: Rabindra Nath Mukherjee

कषानाक्षेप / DOB : 05/12/1940

NATY / Male

8693 2927 6927



Brand Kurner Hurkeye





### 의

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচ্যের গ্রমাণ অনলাইন গ্রমাণীকরণ দ্বারা লাভ

# INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online . v
- আধার সারা দেশে মান্য
- আধার ভবিষাতে সরকারী ও বেসরকারী সরিবেবা প্রাপ্তির স্থানক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



Unique identification Authority of India कारक मार्क मंत्रकार आयेश मार्कित

×

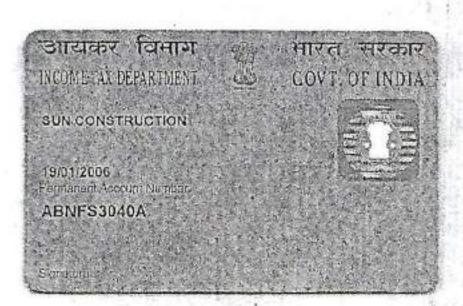
সাইড গ্যাসেজ, ভবানাগুর, কোলকাজা, ভাবানিগুর, পশ্চিম 61/এ টাইনমেন রোড আগার মা Address:

8/18, TOWNSHEND ROAD, UPPER FLAT SIDE PASSAGE, Bhawanipore, Kolkata, Bhawanipore, West Bengal,

वज, 700025

8693 2927 6927

1



SUN CONSTRUCTION

Pariner

In case this earl is lost / found, knoth inform / refure to Income Tax PAN Services Unit, UTITSL,
Plat No. 3, Sector 11, CRD Belap in,
Navi Mombai - 400 614.

इस काई के खोने/को तर कृपका सुध्यत करे/मोद्राएं आकर्त्र मेन शत मुनीट UTISE लाट म ३, डेक्ट ११ , श्री श्री हो, मेमापूर नहीं नुसर्द-४०० ६५४ ,





GOVERNMENT OF INDIA



Jay. S. Kamdar DOB: 12/06/1982 MALE



7074 3050 7318

मेरा आधार, मेरी पहचान

J. K.



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 300 194 help@uldel.gov

www

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

#### 030 9 L

Deather Su' orgistrarell





	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right ,					997

NAME PRANAB KUMAR MUKHERJEE

SIGNATURE Pranab Kumar Mukheya



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

NAME JAY S. KAMDAR
SIGNATURE J. K.

РНОТО

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

NAME	
4 44 44 4 1	

SIGNATURE .....

рното

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

NAME	
SIGNATURE	

District St. Degistrar-II.

1 6 DEC Street

#### Major Information of the Deed

Deed No :	I-1602-11865/2021	Date of Registration	21/12/2021	
Query No / Year	1602-2002599113/2021	Office where deed is registered		
Query Date	13/12/2021 11:41:58 AM	1602-2002599113/2021		
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT, Than BENGAL, PIN - 700027, Mobile N	ana : Alipore, District : South 24-Parganas, WEST e No. : 9830737513, Status :Deed Writer		
Transaction		Additional Transaction	THE RESERVE OF THE PARTY OF THE	
[0110] Sale, Development A agreement	Agreement or Construction	[4002] Power of Attorney, General Power of Attorney [Rs: 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration: 2], [4311] Other than Immovable Property, Receipt [Rs: 50,00,000/-]		
Set Forth value		Market Value		
Rs. 2/-		Rs. 78,13,134/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 10,171/- (Article:48(g))		Rs. 50,060/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urt area)			

#### Land Details:

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sakharam Ganesh Deuskar Sarani, , Premises No: 8/1B, , Ward No: 072 Pin Code : 700025

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	COUNTY BUT DATE OF THE PARTY OF	Market Value (in Rs.)	Other Details
L1	(RS :- )		Bastu		1012.5 Sq Ft	1/-		Property is on Road
	Grand	Total:			2.3203Dec	1/-	68,34,384 /-	

#### Structure Details:

Total:

1450 sq ft

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1450 Sq Ft.	1/-	9,78,750/-	Structure Type: Structure

9,78,750 /-

22/12/2021 Query No:	-16022002599113 / 2021 Deed No. 1 - 160211865 / 2021	Document is digitally signed

1 /-



#### Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature		
	Mr PRANAB KUMAR MUKHERJEE  Son of Late RABINDRANATH MUKJERJEE 8/1B TOWNSHEND ROAD, City:-, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx8J, Aadhaar No: 86xxxxxxxx6927, Status :Individual, Executed by: Self, Date of Execution: 16/12/2021 , Admitted by: Self, Date of Admission: 16/12/2021 ,Place: Pvt. Residence, Executed by: Self, Date of Execution: 16/12/2021 , Admitted by: Self, Date of Admission: 16/12/2021 ,Place: Pvt. Residence		

#### Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
	SUN CONSTRUCTION  21/4 ASWINI DUTTA ROAD, City:-, P.O:- DESHPRIYO PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, PAN No.:: ABxxxxxx0A, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

#### Representative Details:

SI No	Name, Address, Photo, Finger print and Signature
	Mr JAY S KAMDAR (Presentant ) Son of Late SHARAD S KAMDAR 38A/26 JYOTISH ROY ROAD, City:-, P.O:- NEW ALIPORE, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxxx0L, Aadhaar No: 70xxxxxxxxx7318 Status: Representative, Representative of: SUN CONSTRUCTION (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 Mr PRANAB KUMAR MU	KHERJEE, M	r JAY S KAMDAR	

Transfer of property for L1					
SI.No	From	To. with area (Name-Area)			
1	Mr PRANAB KUMAR MUKHERJEE	SUN CONSTRUCTION-2.32032 Dec			
Trans	fer of property for S1				
SI.No	From	To. with area (Name-Area)			
1	Mr PRANAB KUMAR MUKHERJEE	SUN CONSTRUCTION-1450.00000000 Sq Ft			

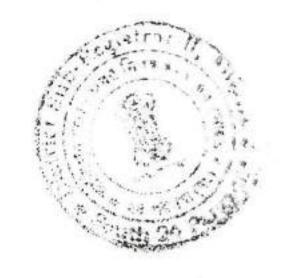


.

.

-





#### Endorsement For Deed Number: I - 160211865 / 2021

#### On 16-12-2021

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

Presented for registration at 15:45 hrs on 16-12-2021, 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 78,13,134/-

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

Execution is admitted on 16/12/2021 by Mr PRANAB KUMAR MUKHERJEE, Son of Late RABINDRANATH MUKJERJEE, 8/1B TOWNSHEND ROAD, P.O: BHAWANIPORE, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Retired Person

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 16-12-2021 by Mr JAY S KAMDAR, AS PARTNER, SUN CONSTRUCTION (Partnership Firm), 21/4 ASWINI DUTTA ROAD, City:-, P.O:- DESHPRIYO PARK, 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 I SOUTH 24PARGANAS

South 24-Parganas, West Bengal

#### On 17-12-2021

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,060/- ( B = Rs 50,000/- , E = Rs 28/- , H = Rs 28/- , M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 50,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/12/2021 6:00PM with Govt. Ref. No: 192021220137135508 on 15-12-2021, Amount Rs: 50,028/-, Bank: SBI EPay (SBIePay), Ref. No. 6177806591439 on 15-12-2021, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by online = Rs 10,071/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/12/2021 6:00PM with Govt. Ref. No: 192021220137135508 on 15-12-2021, Amount Rs: 10,071/-, Bank: SBI EPay (SBIePay), Ref. No. 6177806591439 on 15-12-2021, Head of Account 0030-02-103-003-02



Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24PARGANAS

South 24-Parganas, West Bengal



#### On 21-12-2021

#### 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 50,060/- ( B  $\approx$  Rs 50,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 100/-Description of Stamp

1. Stamp: Type: Impressed, Serial no 643491, Amount: Rs.100/-, Date of Purchase: 10/12/2021, Vendor name: Subhankar Das

8-a

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



#### Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2021, Page from 509186 to 509278 being No 160211865 for the year 2021.



8-a

Digitally signed by Samar kumar pramanick

Date: 2021.12.22 17:38:22 +05:30 Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2021/12/22 05:38:22 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)