

0569422

I- 5676/2022



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Verified that the document is admitted for Registration. The signature sheets and the endroesement sheets, attached with the document are the part of this document. AG 741786

Handwritten notes: 28/4, S-1258166

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

29 APR 2022

NON JUDICIAL

DEVELOPMENT AGREEMENT

together with DEVELOPMENT POWER OF ATTORNEY

THIS DEED OF DEVELOPMENT AGREEMENT TOGETHER

WITH DEVELOPMENT POWER OF ATTORNEY is made this

the 28th day of April, 2022 (Two Thousand Twenty-Two) ;

:- BETWEEN :-

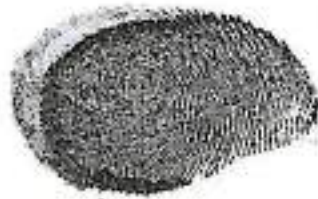
52349

28 APR 2022

.....Rs. **100/-** Date.....
 Name: Prabir Kr. Mukherjee
 Address: 8/1A Townshend Road, Kol-025
 Vendor:.....
 Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
 Alipur Police Court, Kol-27

SUN CONSTRUCTION

J. K.
 Partner



5166

28/4/22

SUN CONSTRUCTION

J. K.
 Partner



5167

Prabir



5165



DISTRICT SUB REGISTRAR-II
 SOUTH 24 PARGANAS ALIPORE
 28 APR 2022

Patha Sar
 8/1A Lane R.M. Sme
 Alipur Police Ct
 Kol-27

:: 2 ::

SRI PRABIR KUMAR MUKHERJEE, having PAN :
BHCPM4165L, Aadhaar No.2325 1825 5627, son of Late
Rabindra Nath Mukherji, by creed : Hindu, Indian by National,
by occupation : Retired Person, residing at 8/1A, 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,



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS ALIPORE
28 APR 2022

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 $\frac{1}{2}$ 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 REGISTRAR-II
SOUTH 24 PARGANAS ALIPORE
28 APR 2022

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 8th 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



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS
28 APR 2022

:: 5 ::

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 21st March, 2010 and his wife Smt. Durga Rani Mukherji died also died on 2nd 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



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS ALIPORE
28 APR 2022

the First Floor together with undivided proportionate $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 REGISTRAR-II
ALIPORE
28 APR 2022

:: 7 ::

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



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS
ALIPORE
28 APR 2022

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 become 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



DISTRICT SUB REGISTRAR-II
NIPORE
28 APR 2022

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.8/1A, Townshend Road at present 8/1A, 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.8/1A, Townshend Road at present 8/1A, Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata :



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS ALIPORE
28 APR 2022

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 :-

1. The property of the Owner is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
2. 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.
3. 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.



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS ALIPORE
28 APR 2022

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.



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS ALIPORE
28 APR 2022

AND WHEREAS the Owner were in search of a Developer who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said 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 :-



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS
28 APR 2022

ARTICLE : "I"

(DEFINITIONS)

1. **OWNER :-**

Shall mean **SRI PRABIR KUMAR MUKHERJEE**, son of Late Rabindra Nath Mukherji of 8/1A, Townshend Road (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.

2. **DEVELOPER :-**

Shall mean **SUN CONSTRUCTION**, 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**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053 and its successors-in-office and assigns.

3. **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



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS ALIPORE
28 APR 2022

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 No.8/1A, Townshend Road at present 8/1A, 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** hereunder written.

4. **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.8/1A, Townshend Road at present 8/1A, 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.



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS ALIPORE
28 APR 2022

5. **BUILDING PLAN** :-

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

6. **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.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

7. **BUILDING** :-

Shall mean the proposed multistoried Building/s to be constructed on the said portion as well as the said property as per sanctioned Plan, drawings and specifications of constructions, morefully described in the **FIFTH SCHEDULE** hereunder written.

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

Shall mean that in this project the Owner shall be given at the first instance free of cost entitled to get 50% of the total F.A.R. out of 100% of the total F.A.R. as per calculation in respect of his undivided share of land from the Back side of the proposed Building which includes Flat area and Car Parking Space 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.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

9. **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



DISTRICT SUB REGISTRAR-II
SOUTH MYSORE
28 APR 2022

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



DISTRICT SUB REGISTRAR-II
SOUTH 21 PARGANAS
28 APR 2022

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



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS
ALIPORE
28 APR 2022

:: 20 ::

Purchasers of Flats and Spaces in the Building/s to be constructed thereon.

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.

16. A. Words imparting singular shall include plural and vice-versa.

B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE : "II"

(TITLE AND DECLARATION)

1. The Owner hereby declares that it has good and absolute right, title and interest in the said portion as mentioned in



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.

ARTICLE : "V"
(PROCEDURE)

1. The Owner has appointed the Developer as the Developer of the said portion including the Owner's portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. 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



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS
28 APR 2022

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 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 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



DISTRICT SUB REGISTRAR-II
ALIDORE
28 APR 2022

approved and/or sanctioned along with other permissions, clearances or approvals for the said development.

- D. 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.
- E. 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.
- F. All applications, Plan/s, papers and documents required to be deposited or submitted by the



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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.

- G. 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.
- H. 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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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.

- I. 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.

- J. The Developer shall pay a total sum of Rs.22,66,666/- (Rupees Twenty-Two Lac Sixty-Six Thousand Six Hundred Sixty-Six) only, payable in the manner as follows :-
 - i. The Developer shall pay a sum of Rs.6,00,000/- (Rupees Six Lac) only to the



|

DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

:: 28 ::

Owner herein towards the non-refundable amount at the time of execution of this Agreement.

- ii. The Developer also paid a sum of Rs.16,66,666/- (Rupees Sixteen Lac Sixty-Six Thousand Six Hundred Sixty-Six) only to the Owner herein towards the refundable amount for eviction of the Tenants before the execution of this Agreement.

ARTICLE : "VI"

(POSSESSION AND CONSTRUCTION)

1. It has been agreed by an 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



—

DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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.
4. From the date of delivery of possession of the Owner's allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said 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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 :-

1. 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.
2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owner and without obtaining necessary permission from the concerned statutory Authorities.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.

4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.

5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owner for the purpose it is meant.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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.

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.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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

1. 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 **SECOND SCHEDULE** hereunder written and the Owner hereby grant/license to the Developer for development of the land 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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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 and the said alternative accommodation shall be within the vicinity.
5. The Developer will arrange for packaging all loose and small items like books, utensils, toys, show pieces and



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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.
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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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



DISTRICT SUB REGISTRAR-II
MYSORE
28 APR 2022

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 7 (Seven) days from the date of getting notice from the end of the Developer.
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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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



—

DISTRICT SUB REGISTRAR-II
PORE
28 APR 2022

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 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 equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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



DISTRICT SUB REGISTRAR-II
NILGIRIS
28 APR 2022

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 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.
26. No goods or other items shall be kept by the Owner or the Developer or the Transferees for display or use or



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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.
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.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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



DISTRICT SUB REGISTRAR-II
BANGALORE
28 APR 2022

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.

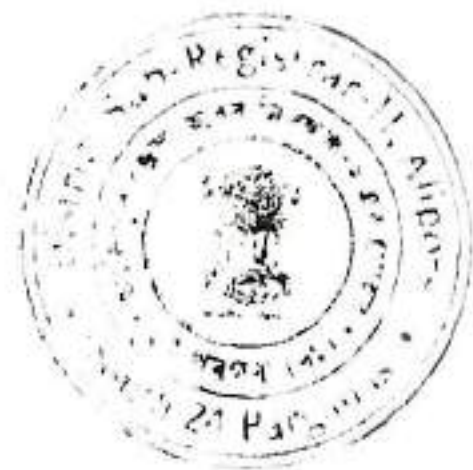
35. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owner's allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the 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 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



DISTRICT SUB REGISTRAR-II
ALIDORE
28 APR 2022

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.
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



DISTRICT SUB REGISTRAR-II
BANGALORE
28 APR 2022

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 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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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. If the Owner fails and neglects to refund the refundable amount as mentioned earlier in that event the Developer has got no obligation to hand over possession of the Owners' allocation.
44. The Developer shall pay a sum of Rs.15,000/- (Rupees Fifteen Thousand) only per month to the Owner if it shall not complete the proposed Building within time save and except force majeure.



DISTRICT SUB REGISTRAR-II
ALIBONR
28 APR 2022

45. The 30 (Thirty) months time to be calculated from the date of date of sanction Building Plan and/or from the date of handing over peaceful vacant khas possession of the said property, whichever will be later.
46. The Owner shall interest with the works of the Developer at any stage during construction in any way subject to the Developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan.
47. 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.
48. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

:: 53 ::

proceedings arising out of these presents between the Parties hereto.

DEVELOPMENT POWER OF ATTORNEY

BE IT KNOWN TO ALL TO WHOM IT MAY CONCERN I, SRI PRABIR KUMAR MUKHERJEE, having PAN : BHCPM4165L, Aadhaar No.2325 1825 5627, son of Late Rabindra Nath Mukherji, by creed : Hindu, Indian by National, by occupation : Retired Person, residing at 8/1A, 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** ::-

WHEREAS I the Principal herein is the sole and absolute Owner in respect of **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.8/1A, Townshend Road at



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

present 8/1A, Sakharam Ganesh Dauskar Sarani, Police Station : Bhowanipore, Kolkata : 700025, within the limits of the Kolkata Municipal Corporation, under Ward No.72, entered into a registered Development Agreement 'on with **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 : 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 50% of the total F.A.R. out of 100% of the total F.A.R. as per calculation in respect of his undivided share of



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

:: 55 ::

land from the Back side of the proposed Building which includes Flat area and Car Parking Space in finished and complete condition.

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 :



DISTRICT SUB REGISTRAR-II
BANGALORE
28 APR 2022

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 :-

1. 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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

or any part thereof and to enforce every right to that effect.

4. To appoint and terminate the appointment of Architect/ LBS., Engineer etc. and to get prepare Plan/s, demolition, to sign and submit Building Plan for construction and/or reconstruction of and/or additions and/or alterations to any new or existing Building or Buildings or structures on the said property or any portion of portions thereof before the Kolkata Municipal Corporation and to put signature/s upon the Plan/s as will be required as 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.



—

DISTRICT SUB REGISTRAR-II
CHENNAI
28 APR 2022

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 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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

the purchase money and to give, good, valid, receipt and/or discharges for the same to the Purchaser/s for the DEVELOPER'S ALLOCATION specifically mentioned in the Development Agreement.

10. To apply for and obtain connection for water, sewerage, electricity, gas and to apply for and avail all other facilities which may be required for the said property. To sign and execute all other deeds and document required to get the said connection from the concerned authorities, which he 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.



—

DISTRICT SUB REGISTRAR-II
BANGALORE
28 APR 2022

12. To sign and execute all other deeds and documents required to get the water connection from the Kolkata Municipal Corporation, which he shall consider necessary and as may be required to complete the proposed Building at the **SCHEDULE** mentioned property and to pay all charges and expenses including the Kolkata Municipal Corporation rates and taxes, Building tax and other levies, which may be required of construction during the period.

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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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, Vokatnama, 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



—

DISTRICT SUB REGISTRAR-II
MYSORE
28 APR 2022

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.
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



—

DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

intending Purchaser/s of the proposed construction can take loan from any Financial Institution for the purpose of purchasing the Flat/s, Car Parking Space/s, other space/s etc. from the **DEVELOPER'S ALLOCATION**.

19. To negotiate terms and to sell the Space/Spaces/Flats from **DEVELOPER'S ALLOCATION** with proportionate share of land in said the premises/property to any Purchaser/s at such price which the said Attorney in his absolute discretion thinks proper.
20. To enter into any Agreement or Agreements with any Party or Parties or with the intending Purchaser/s for sale or sales of Space or Spaces with super structure or Flats from the **DEVELOPER'S ALLOCATION** along with proportionate share of land and/or cancel and the same with the intending Purchaser/s.
21. That the Attorney shall or may sign and to execute any Agreement, Deed of Conveyance and to deliver any Conveyance or Conveyances for the selling Flats/Spaces from the **DEVELOPER'S ALLOCATION** in the proposed



DISTRICT SUB REGISTRAR-II
BANGALORE
28 APR 2022

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.

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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 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.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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.8/1A, Townshend Road at present 8/1A, 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, together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by :-

ON THE NORTH	:	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.



DISTRICT SUB REGISTRAR-II
BANGALORE
28 APR 2022

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 i.e. land measuring comes to undivided **1 (One) Cottah 6 (Six) Chittacks 22.5 Square Feet** more or less together with undivided 1/4th share of the **2 (Two) storied Building** having built up area of **5800 (Five Thousand Eight Hundred) Square Feet** more or less i.e. structure area comes to undivided **1450 (One Thousand Four Hundred Fifty) Square Feet** more or less [725 Square Feet more or less in each floor] standing thereon, being known and numbered as Municipal Premises No.8/1A, Townshend Road at present 8/1A, 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.

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 50% of the total F.A.R. out of 100% of the total F.A.R. as per calculation in respect of his undivided share of land from the Back side of the proposed Building which includes Flat area and Car Parking Space in finished and complete condition together with undivided proportionate share of land including the common



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

:: 68 ::

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 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.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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 :-**

- ✓ 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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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

❖ **KITCHEN** :-

Kitchen working platform of granite top with granite. Wall above platform will have 4' high dado of good quality (as per relevant I.S. code specification) ceramic tiles.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

❖ **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, 2 geyser points and one number of A.C. point at all bedroom and hall will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switchboard with modular type switches and 5 & 15 amp plug points, electrical points will be provided as required.
- Calling Bell switch- for each unit at main door will be provided.
- All common areas and garage area will have adequate lighting provisions.



DISTRICT SUB REGISTRAR-H
BANGALORE
28 APR 2022

❖ **LIFT** :-

7 passengers' capacity lift to be provided.

❖ **PAINTING AND FINISHING** :-

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

❖ **BATHROOM DETAILS** :-

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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

specification). All CP fittings will be of good quality (as per relevant I.S. code specification).

❖ **OTHER FACILITIES :-**

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

THE SIXTH SCHEDULE ABOVE REFERRED TO

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

1. The foundation column, beams, supports, corridors, lobbies, stairway, entrance and exits pathway.
2. External drains, sewerage from the premises to the main road.
3. Drainage pipes from the units to the drains and sewers connection to the premises.
4. Toilets in the Ground Floor of the premises for the use of durwans, caretaker of the premises and/or servants.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

5. Meter room.
6. Roof (lay with Asian paints water proof chemicals).
7. Driveways and pathways.
8. Boundary walls of the premises including outside wall of the Building and main gate.
9. **COMMON PARTS** :-
 1. Pump and meter with installation and room thereof.
 2. Water pump, underground water reservoir, water pipes and other common plumbing installation and space required thereto.
 3. External rain water pipes and distribution pipes.
 4. Transformer (if any), electric wiring meter for lighting staircase, lobby and other common areas (excluding those as are installed for any particular floor) and space required therefor.



DISTRICT SUB REGISTRAR-II
MYSORE
28 APR 2022

5. Windows, doors and other fittings of the common areas of the premises.
6. Lift, shaft, lift machine room and its accessories, installations and space required thereof.
7. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said premises of the Building as are necessary for use and occupancy of the Units as are required.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON AREAS & INSTALLATIONS)

1. Entrance and exit of the Building.
2. Boundary walls and main gate.
3. Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any Unit/Flat).
4. Staircase and corridors on all floors and the ultimate roof, deducting the area of staircase room lift well and lobby, lying on the front side of the proposed Building.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

11. 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.

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



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

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

SIGNED, SEALED AND DELIVERED

by the Parties at Kolkata

in the presence of :-

WITNESSES :-

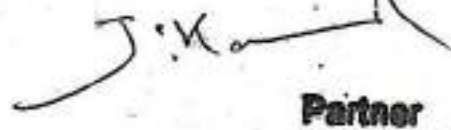
1. *Mahinmay Naskar,*
393A, *Rabindra,*
Saham,
Kolkata-700005.



Signature of the **OWNERS**

2. *Balleri Pal,*
35/1, *BALARAM BOSE GHAT ROAD,*
KOLKATA-700025

SUN CONSTRUCTION



Partner

Signature of the **DEVELOPER**

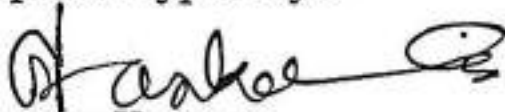
Drafted by us :-

Arijit Kumar Bose
ADVOCATE

Alipore Police Court
No.- F/1158/2014
Advocate

Alipore Judges' Court, Kol : 27.

Computer Typed by :-



DEBASISH NASKAR

Alipore Judges' Court, Kol : 27.

Handwritten text, possibly a signature or reference number, located in the upper left quadrant of the page.



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of Rs.6,00,000/- (Rupees Six Lac) only towards the non-refundable amount in terms of this Agreement, as per Memo below :-

MEMO

By Cheque No. 201714, dated 27.12.2017, Drawn on

Syndicate Bank, Lake Gardens Branch

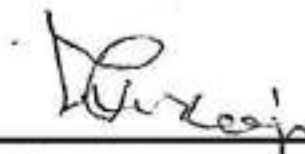
Rs. 6,00,000/-

TOTAL..... Rs.6,00,000/-

(RUPEES SIX LAC) ONLY

WITNESSES :-

1. Minmay Naskar,
393A, Rabindra,
Saham,
Kolkata-70005



Signature of the **OWNER**

2. Ballan Pal,
35/1, BALARAM BASE GHAT ROAD,
KOLKATA - 700025



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022



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

GRN Details

GRN: 192022230016219571 Payment Mode: Online Payment
GRN Date: 28/04/2022 12:01:07 Bank/Gateway: HDFC Bank
BRN : 1777888606 BRN Date: 28/04/2022 12:02:56
Payment Status: Successful Payment Ref. No: 2001258166/3/2022
[Query No*/Query Year]

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: 2001258166
Applicant's Name: Mr PARTHA SANA
Identification No: 2001258166/3/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001258166/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	10071
2	2001258166/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	23295
Total				33366

IN WORDS: THIRTY THREE THOUSAND THREE HUNDRED SIXTY SIX ONLY.








Government of West Bengal
Directorate of Registration & Stamp Revenue

FORM-1564

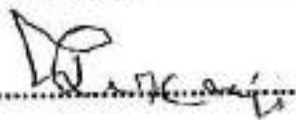
Miscellaneous Receipt

Visit Commission Case No / Year	1602001763/2022	Date of Application	28/04/2022
Query No / Year	16022001258166/2022		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr PARTHA SANA		
Stampduty Payable	Rs.10,071/-		
Registration Fees Payable	Rs.23,295/-		
Applicant Name of the Visit Commission	Mr Partha Sana		
Applicant Address	alipore		
Place of Commission	21/4 aswini dutta road		
Expected Date and Time of Commission	28/04/2022 4:06 PM		
Fee Details	J1: 250/-, J2: 350/-, PTA-J(2): 0/-, Total Fees Paid: 600/-		
Remarks			



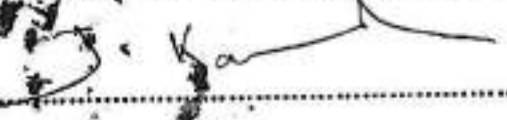
	Thumb	1 st Finger	middle finger	ring finger	small finger
 Left hand					
Right hand					

Name..... Prabir kr. Mukherjee

Signature..... 

	Thumb	1 st Finger	middle finger	ring finger	small finger
 Left hand					
Right hand					

Name..... JAY S. KAMDAR

Signature..... 

	Thumb	1 st Finger	middle finger	ring finger	small finger
Photo	Left hand				
	Right hand				

Name.....

Signature.....



DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022



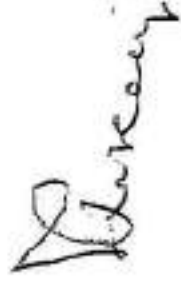





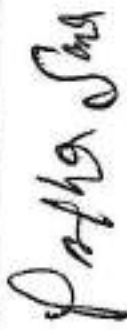


Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16022001258166/2022

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr PRABIR KUMAR MUKHERJEE B/1ATOWNSHEND ROAD, City:- , P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700025	Land Lord			
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:- 700053	Representative of Developer [SUN CONSTRUCTION]			
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr PARTHA SANA Son: of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Mr PRABIR KUMAR MUKHERJEE, Mr JAY S KAMDAR			



✓
DISTRICT SUB REGISTRAR-II
ALIPORE
28 APR 2022

(Suman Basu)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. -I

I SOUTH 24-PARGANAS

South 24-Parganas, West

Bengal



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS ALIPORE
28 APR 2022



ভারত সরকার

Unique Identification Authority of India
Government of India

তালিকাভুক্তির নম্বর/Enrolment No: 1040/20045/06598

To
প্রবীর কুমার মুখার্জী
Prabir Kumar Mukherjee
8/1 B
TOWNSHEND ROAD
Bhawanipore S.O
Kolkata West Bengal - 700025

Download Date: 18/02/2017

Generation Date: 02/07/2012

Validity: unknown

Download Date: 18/02/2017
Generation Date: 02/07/2012



আপনার আধার সংখ্যা / Your Aadhaar No. :

2325 1825 5627

আমার আধার, আমার পরিচয়

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন
- এটা এক ইলেক্ট্রনিক প্রক্রিয়ায় তৈরী পত্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

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



ভারত সরকার
Government of India



প্রবীর কুমার মুখার্জী
Prabir Kumar Mukherjee
জন্মতারিখ/ DOB: 11/05/1946
লিঙ্গ / GENDER: MALE



2325 1825 5627

আমার আধার, আমার পরিচয়



ভারত সরকার
Unique Identification Authority of India

ঠিকানা:
8/1 বি, টাউনশেন্ড রোড, ভবানীপুর
এস এ, কোলকাতা,
পশ্চিমবঙ্গ - 700025

Address:
8/1 B, TOWNSHEND ROAD,
Bhawanipore S.O, Kolkata,
West Bengal - 700025

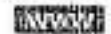
2325 1825 5627



1947



help@uidai.gov.in



www.uidai.gov.in

Prabir Kumar Mukherjee

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PRABIR KUMAR MUKHERJEE
RABINDRA NATH MUKHERJEE

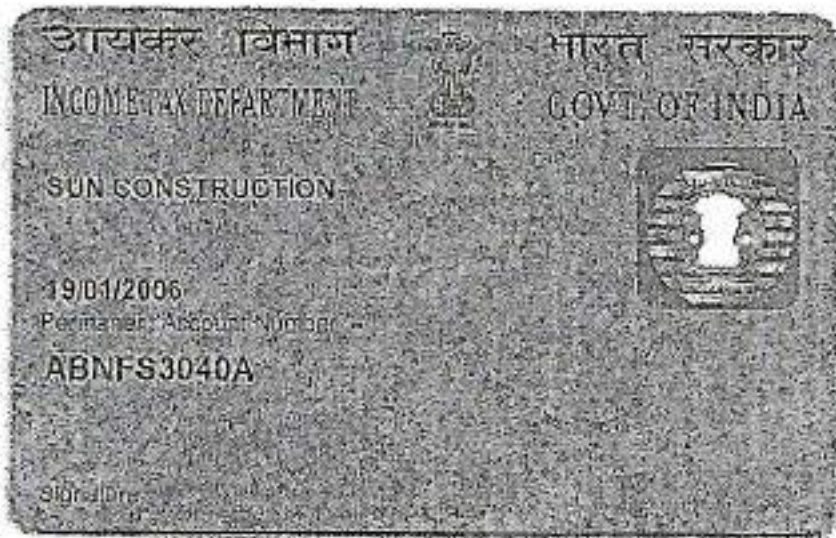
13/05/1946
Permanent Account Number

BHCPM4165L

Prabir Mukherjee
Signature



Prabir Mukherjee



SUN CONSTRUCTION

J. K...
Partner



लायकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

JAY S KAMDAR
SHARD H KAMDAR
12/06/1982

Permanent Account Number
AKWPK2270L

J. Kamdar
Signature

3
8481



J. Kamdar



भारत सरकार
GOVERNMENT OF INDIA



Jay. S. Kamdar

DOB: 12/06/1982
MALE



7074 3050 7318

मेरा आधार, मेरी पहचान

J. Kamdar



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

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

7074 3050 7318

1947
1800 300 1947

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

P.O. Box No. 1947,
Bangalore-560 601



Major Information of the Deed

Deed No :	I-1602-05676/2022	Date of Registration	29/04/2022
Query No / Year	1602-2001258166/2022	Office where deed is registered	
Query Date	26/04/2022 2:56:42 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT, Thana : Alipore, District : South24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 23,26,666/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 78,13,134/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,171/- (Article:48(g))	Rs. 23,327/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

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

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

Structure Details :

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
<p>Gr. Floor, Area of floor : 725 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 725 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		1450 sq ft	1 /-	9,78,750 /-	



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr PRABIR KUMAR MUKHERJEE Son of Late RABINDRANATH MUKJERJI 8/1ATOWNSHEND 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.:: BHxxxxxx5L, Aadhaar No: 23xxxxxxxx5627, Status :Individual, Executed by: Self, Date of Execution: 28/04/2022 , Admitted by: Self, Date of Admission: 28/04/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/04/2022 , Admitted by: Self, Date of Admission: 28/04/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	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 :

Sl No	Name,Address,Photo,Finger print and Signature
1	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:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx0L, Aadhaar No: 70xxxxxxxx7318 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 PRABIR KUMAR MUKHERJEE, Mr JAY S KAMDAR-

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





Endorsement For Deed Number : I - 160205676 / 2022

On 28-04-2022

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

Presented for registration at 17:10 hrs on 28-04-2022, at the Private residence by Mr JAY S KAMDAR ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 78,13,134/-

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

Execution is admitted on 28/04/2022 by Mr PRABIR KUMAR MUKHERJEE, Son of Late RABINDRANATH MUKHERJI, 8/1ATOWNSHEND 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 28-04-2022 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



Suman Basu

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal

On 29-04-2022

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 23,327/- (B = Rs 23,267/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 23,295/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/04/2022 12:02PM with Govt. Ref. No: 192022230016219571 on 28-04-2022, Amount Rs: 23,295/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1777888606 on 28-04-2022, Head of Account 0030-03-104-001-16

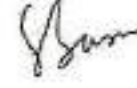


Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 741786, Amount: Rs.100/-, Date of Purchase: 28/04/2022, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/04/2022 12:02PM with Govt. Ref. No: 192022230016219571 on 28-04-2022, Amount Rs: 10,071/-, Bank:
HDFC Bank (HDFC0000014), Ref. No. 1777888606 on 28-04-2022, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 213020 to 213111

being No 160205676 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.04.29 17:41:58 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2022/04/29 05:41:58 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)