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District Sub-Register-III
Alipore, South 24-parganas

27 APR 2022

Anjan Mukherjee

DEVELOPMENT AGREEMENT
WITH GENERAL POWER OF ATTORNEY

THIS INDENTURE OF DEVELOPMENT AGREEMENT & GENERAL POWER
OF ATTORNEY made this the 27th day of April...
Two Thousand Twenty Two (2022)

BY AND BETWEEN

SRI KUMAR SAHA, (PAN NO. ANNPS 8870L) & (AADHAAR NO 8456 7693
3442) & (Mobile No. 9830088898) son of Late Maha Chandra Saha, by faith-
Hindu, by Occupation- Business, by Nationality- Indian, residing at 51/1A, Satish
Mukherjee Road, P.S. Tollygunge, Kolkata- 700026, hereinafter called and

ANJAN MUKHERJEE
CONSTITUTED ATTORNEY OF,
SRI ABIRLAL BANERJEE
SRI SAYAK BANERJEE,
SMT ARPITA BANERJEE
SRI CHAND MOHON BANERJEE,
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor

referred to and called for the sake or brevity as the "**OWNER/ FIRST PARTY**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

"M/S. JEEKON" a sole proprietor firm having its office present office at 129A, Monoharpukur Road , P.S. Tollygunge , K.M.C. Ward No. 84, Kolkata- 700026, represented by its sole proprietor **SRI ANJAN MUKHERJEE, (PAN AFEPM1010M) & (AADHAAR NO. 9735 0994 9669) & (Mobile No. 9831575888)** son of Late Santi Ranjan Mukherjee, by faith- Hindu, by Occupation- Business, residing at 81, Deshpran Sashmal Road, P.S. Charumarket, K.M.C. Ward No. 89, Kolkata- 700 033, hereinafter referred to and called for the sake or brevity as the "**DEVELOPER/BUILDER /SECOND PARTY**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office , executors, administrators, representatives and assigns) of the **SECOND PART**.

WHEREAS :-

- A. One Akshay Banerjee possessed a piece and parcel of plot of land measuring 18 (eighteen) Cottahs 5 (five) Chittacks and 0 (Zero) sq.ft. in Mouza- Monoharpukur Gram, being Premises Nos. partly 128 & 129, Monoharpukur Road and adjoining 127, Monoharpukur Road, P.S. Tollygunge within the limit of then Tollygunge Municipality under the Sub-Registry Office at Alipore, District 24-Parganas.
- B. After the demise of the said Akshay Banerjee, his wife Smt. Durga Devi Banerjee and his three sons namely (1) Sri Bipin Behari Banerjee, (2) Sri Jyotindra Nath Banerjee and (3) Sri Kamala Charan Banerjee inherited the aforesaid land from their deceased husband & father Akshay Banerjee, as his legal heirs as per Hindu Succession Act.
- C. By becoming the Owners of the said land, being premises Nos. partly 128 & 129, Monoharpukur Road and adjoining 127, Monoharpukur Road which was subsequently Satish Mukherjee Road under Tollygunge

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Municipality, P.S. Tollygunge, the said (1) Smt. Durga Devi Banerjee, (2) Sri Bipin Behari Banerjee, (3) Sri Jyotindrananth Banerjee and (4) Sri Kamala Charan Banerjee recorded their names as owners in the record of the Collectorate, 24-Parganas (South) and in the office of then Tollygunge Municipality and constructed two storeyed structure thereon.

D. To avoid future litigation between the above legal heirs of deceased Akshya Banerjee therein (1) Smt.. Durga Devi Banerjee, (2) Sri Bipin Behari Banerjee, (3) Sri Jyotindrananth Banerjee and (4) Sri Kamala Charan Banerjee had jointly decided to partition all that the said land with structure thereon measuring 18 (eighteen) Cottahs, 5 (five) Chittacks and 0 (Zero) sq.ft. Amongst them and executed a Deed of Partition dated 21.02.1937, registered at the office of Sub-Registrar and recorded in its Book No. I, Volume No. 35, Pages 65 to 74, Being No. 685 for the year 1937.

E. By becoming the owner of the Land with structure measuring 6 (six) Cottahs 0 (Zero) Chittacks & 0 (zero) sq.ft. be the same a little more or less out of which 03 (three) Cottahs 11 (eleven) Chittacks, at Premises No. 129/C, Monoharpukur Road , P.S. Tollygunge, and 2 (two) Cottahs, 5 (five) Chittacks, adjoining Premises No.1, Satish Mukherjee Road, P.S. Tollygunge, Kolkata- 700 026, which was morefully and specifically described in the Schedule 'B' & 'B/1' in the Deed of Partition executed on 21.02.1937 in the Office of S.R. Alipore for the year 1937 and the said **Jatindra Nath Banerjee** sold out land measuring 2 (two) Cottahs, 5(five) Chittacks, adjoining Premises No. 1, Satish Mukherjee Road, P.S. Tollygunge, Kolkata- 700 026, out of total land measuring 6 (six) Cottahs 0 (zero) Chittacks and 0(zero) sq.ft. and the said Jatindra Nath Banerjee recorded his in respect of the land measuring which 03 (three) Cottahs 11 (eleven) Chittacks together with the structure standing thereon as sole Owner in respect of the premises being No. 129/C, Monoharpukur Road, in the office of then Tollygunge Municipality subsequently Calcutta Corporation Ward No. 84, Holding the Assessee No. 11-084-11-0221-6 and paid necessary taxes thereof.

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- F. The said Jatindra Nath Banerjee died intestate on 10.03.1956 leaving behind his 6(six) sons namely (1) Kishori Mohan Banerjee, (2) Radha Raman Banerjee, (3) Shyamsunder Banerjee, (4) Ramoni Mohan Banerjee, (5) Rathindra Mohan Banerjee and (6) Chand Mohan Banerjee, as his only legal heirs and successors in respect of the property being Premises No. 129C, Monoharpukur Road, P.S. Tollygunge, Kolkata- 700 026.
- G. After the demise of Jatindra Nath Banerjee said (1) Kishori Mohan Banerjee, (2) Radha Raman Banerjee, (3) Shyamsunder Banerjee, (4) Ramoni Mohan Banerjee, (5) Rathindra Mohan Banerjee and (6) Chand Mohan Banerjee, became the joint Owners in respect of the property being Premises No. 129C, Monoharpukur Road, P.S. Tollygunge, Kolkata- 700 026.
- H. The said Kishori Mohan Banerjee, Radha Raman Banerjee, Shyamsunder Banerjee, Ramoni Mohan Banerjee, Rathindra Mohan Banerjee and Chand Mohan Banerjee, recorded their names in the record of Then Calcutta Corporations the joint owners in respect of the property being Premises No. 129C, Monoharpukur Road, P.S. Tollygunge, Kolkata- 700 026 and paid necessary taxes thereof.
- I. The said Ramoni Mohan Banerjee, executed a registered "WILL" dated 25.04.1994 in the Office of Sub-Registry Alipore in favour of his nephew **Arijit Banerjee** son of Chand Mohan Banerjee of his 1/6th share in respect of the **03 (Three) Cottahs 11 (eleven) Chittacks,,** being Premises No. 129C, Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026.
- Said Ramoni Mohan Banerjee, died on 18.01.1998 and the said **Arijit Banerjee** obtained Grant of Probate of the last "WILL" executed by Late Ramoni Mohan Banerjee, dated 25.04.1994 from the Delegate Court, Alipore, District 24-Parganas (South) **dated 05.03.1999, vide Probate Case No. 253 of 1998.**

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- K. The said Kishori Mohan Banerjee, executed a registered "WILL" dated 01.02.1991 in the Office of Sub-Registry Alipore in favour of his nephew **Arijit Banerjee** son of Chand Mohan Banerjee of his 1/6th share in respect of the **03 (Three) Cottahs 11 (eleven) Chittacks,,** being Premises No. 129C, Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026.
- L. The said Kishori Mohan Banerjee, died on 03.10.1997 and the said **Arijit Banerjee** obtained Grant of Probate of the last "WILL" executed by Late Kishori Mohan Banerjee, dated 01.02.1991 from the District Delegate Court, Alipore, District 24-Parganas (South) dated **05.03.1999, vide Probate Case No. 254 of 1998.**
- M. By virtue of the said Probate granted by the District Delegate Court, Alipore, District 24-Parganas (South) dated 05.03.1999, the said **Arijit Banerjee** became the owner of 2/6th shares i.e. **1/3rd** of the land together with the structure standing thereon being Premises No. 129C, Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026.
- N. The said Radha Raman Banerjee, died intestate on 17.12.1995 leaving behind **Smt. Uma Banerjee** his wife and his three sons namely **(1) Rabi Sankar Banerjee, (2) Moni Sankar Banerjee, and (3) Partha Pratim Banerjee & only daughter Smt. Mallicka Sarkar** wife of Shyamal Sarkar of 1/6th share in respect of the property being Premises No. 129C, Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026.
- O. The said Smt. Uma Banerjee died intestate on 20.05.1997 leaving behind her three sons namely **(1) Rabi Sankar Banerjee, (2) Moni Sankar Banerjee, and (3) Partha Pratim Banerjee & only daughter Smt. Mallicka Sarkar** wife of Shyamal Sarkar of 1/6th share in respect of the property being Premises No. 129C, Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026.
- P. The said Shyam Sunder Banerjee died intestate on 14.04.2004 leaving behind his only wife **Smt. Shyamali Banerjee** of 1/6th share in respect

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of the property being Premises No. 129C, Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026.

- Q. The said Rathindra Mohan Banerjee died intestate on 25.07.1995 leaving behind **Smt. Mira Banerjee** as his wife and only son **Biswanath Banerjee** of 1/6th share in respect of the property being Premises No. 129C, Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026.
- R. After the demise of aforesaid legal heirs of Jatindra Nath Banerjee, said Chand Mohan Banerjee, Rabi Sankar Banerjee, Moni Sankar Banerjee, Partha Pratim Banerjee ,Smt. Mallicka Sarkar , Smt. Shyamali Banerjee, Smt. Mira Banerjee , Biswanath Banerjee, and Arijit Banerjee became the joint owners in respect of the land measuring **03 (Three) Cottahs 11 (eleven) Chittacks**, being Premises No. 129C, Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026.
- S. The said Rabi Sankar Banerjee, Moni Sankar Banerjee jointly executed a Deed of Gift in respect of their undivided 1/12th share of land measuring 03 (three) Cottahs 11 (eleven) Chittacks together with the undivided 1/12th share of structure standing thereon being Premises No. 129C, Satyendra Nath Majumder Sarani formerly Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026 in favour of **Sri Chand Mohan Banerjee** dated 13.07.2007 registered at the office of D. S. R- I, alipore, District 24-Parganas(South) and recorded there in its **Book No. I, Volume No. 104, Pages 243 to 255, Being No. 1492 for the year 2007.**
- T. After executing the said Deed of Gift by said Rabi Sankar Banerjee, Moni Sankar Banerjee, the said Chand Mohan Banerjee , Partha Pratim Banerjee, Smt. Mallicka Sarkar , Smt. Shyamali Banerjee, Smt. Mira Banerjee , Biswanath Banerjee, and Arijit Banerjee became the joint owners in respect of the land 03 (three) Cottahs 11 (eleven) Chittacks together with the structure standing thereon being Premises No. 129C, Satyendra Nath Majumder Sarani formerly Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026 .

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- U. The said **Mira Banerjee** died intested on 24.02.2014 leaving behind **Biswanath Banerjee** in respect of the undivided 1/6th share of the property being Premises No. 129/C, Monoharpukur Road presently known as Satyendra Nath Mazumder Sarani, P.S. Tollygunge, K.M.C. Ward No. 84, Kolkata- 700 026.
- V. By a Deed of sale dated 15.04.2016 said **Shyamali Banerjee** for the consideration indefeasible mentioned therein sold, transferred and conveyed her undivided 1/6th share of the land measuring about 03 (Three) Cottahs & 11 (Eleven) Chittaks i.e. **442.5 Sq. ft** in respect of the Premises being No. 129C, Monoharpukur Road presently known as Satyendra Nath Mazumder Sarani, P.S. Tollygunge, K.M.C. Ward No. 84, Kolkata- 700 026 in favour of **Sri Kumar Saha** and the same was registered at the office of D. S. R-I, Alipore, District-24- parganas(South) and recorded therein its Book No. I, CD Volume No. 0601-2016, Pages 38070 to 38091, Being No. 160101336 for the year 2016.
- W. By a Deed of sale dated 15.04.2016 said **Mallika Sarkar** for the consideration indefeasible mentioned therein sold, transferred and conveyed her undivided 1/24th share of the land measuring about 03 (Three) Cottahs & 11 (Eleven) Chittaks i.e. **110.625 Sq. ft** in respect of the Premises being No. 129C, Monoharpukur Road presently known as Satyendra Nath Mazumder Sarani, P.S. Tollygunge, K.M.C. Ward No. 84, Kolkata- 700 026 in favour of **Sri Kumar Saha** and the same was registered at the office of D. S. R-I, Alipore, District-24- parganas(South) and recorded therein its Book No. I, CD Volume No. 0601-2016, Pages 38092 to 38113, Being No. 160101337 for the year 2016.
- X. Accordingly the said Chand Mohan Banerjee , Partha Pratim Banerjee, , Biswanath Banerjee, Arijit Banerjee & Sri Kumar Saha became the joint owners of the said Property being 129C, Monoharpukur Road presently known as Satyendra Nath Mazumder Sarani, P.S. Tollygunge, K.M.C. Ward No. 84, Kolkata- 700 026.

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 SRI KUMAR SAHA,

JEER
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- Y. The said Biswanath Banerjee, one of the owners, therein and the Developer herein finally entered into a fresh Development Agreement dated 24.01.2018 and the same was registered at the office of D.S.R.-I Alipore, District – 24 Parganas South and recorded there in its Book No. I, Volume No. 1601-2018, Pages 7260 to 7302 being No. 160100214 for the year 2018 separately by cancelling the previous Development Agreement dated 17.07.2007 and revoke the previous Power of Attorney.
- Z. The said Biswanath Banerjee died intestate on 21.01.2020 leaving behind his wife namely Smt. Arpita Banerjee and only son Sayak Banerjee as the legal heirs and successors in respect of the undivided $1/6^{\text{th}}$ share of 03 (Three) Cottahs 11 (Eleven) Chittacks, i.e. **442.5 Sq. ft.** together with undivided $1/6^{\text{th}}$ share of two storied structure about **3000 Sq. ft.** i.e. **500 Sq. ft.** standing thereon being Premises No. 129C which was after amalgamated 129B Satyendra Nath Mazumder Sarani, formerly Monoharpukur Road, P.S. Tollygunge, P.O. Kalighat, Kolkata- 700026, within the limits of the Kolkata Municipal Corporation Ward No. 84, in Mouza – Monoharpukur Gram, Sub-Registry Office- Alipore, District 24-Parganas(South).
- ZA. The said Smt. Arpita Banerjee and Sri Sayak Banerjee jointly enter into a fresh Development Agreement together with the Power of Attorney with the "M/S. JEEKON" keeping the same terms and conditions mention in the previous Agreement dated 24.01.2018.
- ZB. Accordingly the said Chand Mohan Banerjee , Partha Pratim Banerjee , Smt. Arpita Banerjee , Sayak Banerjee, Arijit Banerjee & Sri Kumar Saha became the joint owners of the said Property being 129C, Monoharpukur Road presently known as Satyendra Nath Mazumder Sarani, P.S. Tollygunge, K.M.C. Ward No. 84, Kolkata- 700 026.
- ZC. The said **Partha Pratim Banerjee**, became the owner in respect of the undivided $1/24^{\text{th}}$ share of the property being Premises No. 129/C, Monoharpukur Road presently known as Satyendra Nath Mazumder Sarani, P.S. Tollygunge, K.M.C. Ward No. 84, Kolkata- 700 026.

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ZD. By a Deed of Conveyance dated 14.10.2020 said **Partha Pratim Banerjee** for the consideration infeasible mentioned therein sold, transferred and conveyed his undivided 1/24th share of the land measuring about 03 (Three) Cottahs & 11 (Eleven) Chittaks i.e. **110.625 Sq. ft** in respect of the Premises being No. 129C, Monoharpukur Road presently known as Satyendra Nath Mazumder Sarani, P.S. Tollygunge, K.M.C. Ward No. 84, Kolkata- 700 026 through his appointed Constituted Attorney Sri Anjan Mukherjee by virtue of a registered Power of attorney dated 17.04.2013 and the same was registered at the office of D. S. R-I, Alipore, District- 24- Parganas (South) and recorded therein in its Book No. IV, Volume No. I. Pages 4052 to 4063, Being No. 00341 for the year 2013 in favour of **Sri Kumar Saha** and the same was registered at the office of D. S. R-I, Alipore, District-24- Parganas(South) and recorded therein its Book No. I, CD Volume No. 1605-2020, Pages 108321 to 108346, Being No. 160502964 for the year 2020.

ZE. By virtue of the said deed of conveyance dated 14.10.2020 the said Kumar Saha became the owner in respect of the undivided 1/24th share of land measuring about 03 (Three) Cottahs & 11 (Eleven) Chittaks i.e. **110.625 Sq. ft** in respect of the Premises being No. 129C, Monoharpukur Road presently known as Satyendra Nath Mazumder Sarani, P.S. Tollygunge, K.M.C. Ward No. 84, Kolkata- 700 026.

ZF. The owner herein seized and possessed of otherwise well and sufficiently entitled to ALL THAT undivided land measuring about **110.625 Sq. ft** together with the structure standing thereon being Premises No. 129C, Satyendra Nath Majumder Sarani formerly Monoharpukur Road , P.S. Tollygunge, P.O. Kalighat, Kolkata- 700026 within the limits of the Kolkata municipal Corporation Ward No. 84,

ZG. For considerable time the owners have been thinking of developing the said property in such manner as may yield them greater advantage together with providing flats or apartments for intending dwellers for their

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residential requirements but for paucity of funds could not materialized the same.

- ZI. Coming to know of the intention of the parties of the one part the Developer/Builder, "**M/S. JEEKON**" represented by its sole proprietor **SRI ANJAN MUKHERJEE**, son of Late Santi Ranjan Mukherjee, by faith-Hindu, by Occupation- Business, residing at 81, Deshpuran Sashmal Road, P.S. Charumarket, K.M.C. Ward No. 89, Kolkata- 700 033 approached said owners with an offer to develop the said property at his cost and expenses and in such a manner as to serve the purpose of the owners in terms of their requirements and desires.
- ZI. The Developer/Builder has been informed about the acceptance of the proposals of developing the said property by constructing an ownership apartment on the said undivided land measuring **ALL THAT** piece and parcel of the undivided 1/24th share of Land an area measuring about 110.625 square feet out of total land measuring about 03 (Three) Cottahs 11 (Eleven) Chittacks of land together with the undivided 1/24th share of structure i.e. 87.5 Sq. ft. out of total structure of 2100 square feet in the old two storied building standing thereon, lying and situate at Premises No. 129/C, Monoharpukur Road presently known as 129B, Satyendra Nath Mazumder Sarani, Police Station-Tollygunge, P.O. Kalighat, Kolkata- 700026, K.M.C. Ward No. 84, District-24- Parganas (South) together with structure thereon and have proposed the Developer/Builder herein to undertake the said development work and the Developer/Builder herein upon making inspection and search become satisfied to the marketable title of the said land with structure thereon and Developer/Builder has agreed with the proposal of the owners under certain terms and conditions concerning the project and finally entering into this **DEVELOPMENT AGREEMENT**.

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AND WHEREAS the parties are desirous of recording the said terms and conditions and stipulation in writing such as to avoid future complication if any.

NOW THIS INDENTURE WITNESSETH THAT ARTICLE DEFINITING:

THE OWNER :

1. The Owner shall mean **SRI KUMAR SAHA**, son of Late MahaChandra Saha, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 51/1A, Satish Mukherjee Road, P.S. Tollygunge, Kolkata- 700026, and his heirs, executors, administrators, legal representatives and/or assign.

2. THE DEVELOPER :-

The Developer unless excluded by or repugnant to the subject or context be deemed to mean and include the shareholders for the time being of the said firm "**M/S. JEEKON**" a sole proprietor firm having its office at 81, Deshpran Sashmal Road, P.S. Charumarket, K.M.C. Ward No. 89, Kolkata- 700 033, represented by its sole Proprietor **SRI ANJAN MUKHERJEE**, son of Late Santi Ranjan Mukherjee, by faith- Hindu, by occupation- Business, residing at 81, Deshpran Sashmal Road, P.S. Charumarket, P.O. Tollygunge, K.M.C. Ward No. 89, Kolkata- 700 033 and heirs, legal representatives, executors, administrators, assigns and nominees.

3. THE SAID PROPERTY:

The said property shall mean : land an area measuring undivided **1/24th** share of 03 (Three) Cottahs 11 (Eleven) Chittacks, i.e. **110.625 Sq. ft.** together with undivided **1/24th** share of two storied structure about **2100 Sq. ft.** i.e. **87.5 Sq. ft.** standing thereon being Premises No. 129C, Satyendra Nath Mazumder Sarani, formerly Monoharpukur Road, P.S. Tollygunge, Kolkata- 700026, within the limits of the Kolkata Municipal Corporation Ward No. 84, in Mouza – Monoharpukur Gram, Sub-Registry Office- Alipore, District 24-Parganas(South) ,described fully. and particularly in **SCHEDULE-A** written hereunder.

4. THE NEW BUILDING:

The New Building shall mean the proposed building and/or buildings to be constructed at G+V storied building as per sanction of building plan sanctioned by the Kolkata Municipal Corporation

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5. **COMMON FACILITIES:**

Common facilities shall mean and include Corridors, Hall ways, Stairways, Landings, Stair case, common Toilet, Passage and Common conveniences whatsoever required for the beneficial enjoyment, use and occupation by the occupiers thereof of the proposed building.

6. **SALEABLE SPACE :**

Saleable space shall mean the space in New Building available for independent use and occupation, other than the space allowable to the owners or flat purchasers along with the right to use and enjoy the common facilities and conveniences provided in the New Building.

7. **OWNER'S ALLOCATION :**

Owner's Allocation shall mean :

- 1) One flat about **200 Sq.ft.** Covered on **suitable Floor** of the Proposed Building to be constructed as per planduly sanctioned by the Kolkata Municipal Corporation.
- 2) A sum of **Rs. 5,000/- (Rupees Five Thousand)** only has been paid at the time of registration of this agreement as forfeited.

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

The Developer's Allocation shall mean the space allocable to the Developer in the remaining F.A.R. (residential, Commercial and Car Parking Space) other than the Owner's Allocation (As stated in Clause -7) of the New Building/ Buildings as fully and particularly described in **SCHEDULE "C"** hereunder written, together with undivided proportionate share of land including common service area in newly constructed building and/or buildings which the developer shall be entitled to sell, transfer, lease and/or otherwise deal with as it deems fit and proper and it shall be entitled to enter to agreements and other commitments with any other party or parties to regard to disposal thereof.

9. **THE ENGINEER/ARCHITECT:**

The Engineer shall mean the constituting engineer who will be appointed by the Developer/ Builder for designing and planning of the New Building or any other persons, firm or company who be appointed hereinafter for the similar purpose.

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SRI ARIJIT BANERJEE,
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10. THE BUILDING PLAN:

The Building Plan to be prepared by the Architect/ Engineer appointed by the Developer/ Builder for the construction of the New Building/ Buildings and to be submitted before the competent authority for sanction duly signed by the Owners of their attorney.

11. ENCUMBRANCES :

Encumbrances shall mean charges, liens, claims, liabilities, trusts, demands, acquisition and requisition.

12. TIME:

Time shall mean the construction shall be completed by the Developers/ Second Party within **45 (Forty Five) months** from the date of getting the vacant possession of the Schedule property

13. ADVOCATE :

ADVOCATE TO THE PROJECT (For Developer) shall mean **SRI BAPI DEBNATH** of High Court, Kolkata, Kolkata-700027, residence-cum-Chamber 26/1C, Prince Baktiar Shah Road, Kolkata -700033.

ARTICLE – II : DEVELOPMENT

The developer herein shall develop the said premises on the terms herein agreed and in the manner as follows:

- 1) By obtaining necessary sanctions and/or permission from the Kolkata Municipal Corporation and other appropriate environment Department and authorities plan to be approved by the Owners before submission to K.M.C.
- 2) By erecting and/or constructing the said building in or upon the said land and to commercially exploring the premises and/or the building.
- 3) By retaining selling transferring or otherwise disposing of the Developer's allocation in favour of the intending buyers of flat and other space of the building and also to receive, realize, recover and appropriate the proceed.
- 4) That being satisfied about the marketable title and possession of the Owners, the Developer/Builder/Second Party herein has entered into this

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agreement with the Owners if any defect in respect of title and possession of the Vendor be transferred the Owners shall rectify the same at an earliest at the cost of the Developer/Builder/Second Party.

- 5) The Owners have also represented that to the best of their knowledge the said premises is not affected by the provision of Urban Land (Ceiling and Regulation Act, 1976).
- 6) All the original documents related to the Schedule Property to be kept under the custody of the owners but landowners will produce the original documents to the Developer for any inspection purpose. The Developer shall provide and acknowledge receipt for the same.
- 7) That the Owners agreed that after execution of this agreement, Owners will not in any manner encumber, mortgage sale, transfer let out or otherwise deal with or dispose of the said premises or portion thereof till hand over the owner's allocation except in the manner as expressly provided.
- 8) The Owners hereby also undertake that the Developer/ Builder/Second Party shall be entitled to construct and complete the said building on the said premises and to retain and enjoy the Developer/Builder/Second Party allocation therein without any interruption or interruptions from the Owners or any person or persons claiming under the Owners.
- 9) The Developer/Builder/Second Party undertake to construct the building in accordance with the sanctioned plans and undertakes to pay damages penalties and/or compounding fees payable to the authority or authorities concerned relating to any deviation.
- 10) The Developer shall not have any right to transfer their right, by power of attorney title interest and obligations, under this Agreement and to make sub-contract with any person, firm, society or company.
- 11) In carrying out the said development work and/or construction of the said building herein agreed the Developer/Builder/Second Party shall keep the Owners indemnified from and against all third party claims or compensations and actions due to any act or commission of the

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Developer/Builder/Second Party or any accident in or related to the construction of the building including all sale taxes and income tax, K.M.C taxes liabilities if any.

- 12) The developer also agrees that from time to time the Owners & their authorized representatives shall have right of inspection of the new construction and shall have the right to point out any defect or to give any suggestion to the developer.

ARTICLE - III: EXPLORATION RIGHT

- 1) The Developer/Builder/Second Party in consultation with the Owners shall be entitled to cause all such charges from time to time or modifications to be made in the places as shall be required by the Kolkata Municipal Corporation or the Government or any authority as aforesaid or to comply with such sanction, permission, clearance and approved as aforesaid all costs, expenses and payment required for the preparation and sanction of the plan shall be paid and borne by the Developer/Builder/Second Party provided always that the Developer/Builder/Second Party shall be entitled to all refunds of payment and/or deposits made by the Developer/Builder/Second Party for peaceful start of the construction as per K.M.C. sanctioned plan.
- 2) The Developer/Builder/Second Party shall abide by all the laws, rules and regulations of the Government local bodies as the case may be and shall attend to answer and be responsible for any deviation and/or breach of any of the laws, bye laws rules and regulations.

ARTICLE - IV: DEVELOPER/BUILDER

- 1) The Developer/Builder/Second Party shall at its own cost construct the building in or upon the said land portion thereof in accordance with the sanctioned plan without any hindrance or disturbance by or on behalf of the Owners or any person claiming under her. The Developer/Builder/Second Party shall ensure that the building confirm to Class-I, standard building and made with the I.S.I. materials.

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- 2) The Developer/Builder/Second Party shall be entitled to use the name of the Owners to apply for obtaining quota entitlements and other building of cement steel, bricks and other materials as may be required for the construction of the said building.
- 3) The Developer/Builder/Second Party shall be entitled to at its own cost to apply for and obtain temporary and/or permanent connection of water sewerage, electricity power telephone and/or gas to the building and other public utilizes and facilities to the said premises and/or the said building in its own costs and in its own name or its nominees as it shall think proper. The Owners shall sign, execute and deliver all papers and applications signing under consent and approval to enable to deliver to obtain such public utility services and facilities. The occupancy and completion certificates shall be collected by the Developer/Builder/Second Party before giving possession to the Owners/First Party and others.
- 4) The Developer/Builder/Second Party undertakes to complete the construction of the building and to offer the Owner's allocation to Owners to be constructed strictly as per specification written hereunder within **45 (Forty Five) months** from the date of getting the vacant physical possession of the schedule Property.
- 5) The Developer shall not be entitled to handover possession any portion of the proposed building in favour of any proposed Purchaser/Purchasers before delivery of the Owner's allocation mentioned earlier.

The Purchaser of various portions as well as the owners of the said building shall form an Association or society for maintenance of the common and essential services for the proposed building in such manner and form as may be required by the Developer. The Developer shall cause all its Purchasers or their assigns to join in and be bound by the same. All the Purchasers shall have the right to use the common area to be constructed by the Developer as per this Agreement.

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ARTICLE: V CONSIDERATION & SPACE ALLOCATION:

- 1) In consideration of the above agreement Developer/Builder /Second Party shall allot on the Owner allocation free and it is agreed and made clear that the Developer/Builder/Second Party shall be entitled to develop the building at its own cost, tax to be paid for construction development and all other liabilities.
- 2) The Developer/Builder/Second Party shall pay all the expenses to be incurred towards sanction of the plan including the expenses towards the fees of the Architect soil testing, mixture expenses cost of boundary walls etc whatsoever shall become necessary for the purpose of construction of the building.

OWNERS'S ALLOCATION shall mean: AS MENTIONED EARLIER

Together with the right of the common space to be spared subject to grant and receive of the common facilities and grant easement right to the prospective purchaser and/or Owners including the Developer/Builder/Second Party.

THE OWNERS shall be entitled to transfer or dispose of her own allocation in the building along with the proportionate undivided common facilities/amenities available to the said building to be constructed with the exclusive right to deal with and enter into any agreement for sale of Owners portion of flat. The Developer agrees not to give possession to any third party unless the Owner allocated portion is handed over First.

- 3) The Developer/Builder/Second Party and the Owners both shall be entitled to proportionate undivided share in the said land after the construction is completed or at any suitable time of both the parties the Owners shall execute a registered Power of Attorney in the favour of the Developer/Builder/Second Party in respect of constructed parts with such undivided proportionate share of in the land in respect of the Developer/ Builder/ Second Party allocation only at the request of the Developer/Builder/Second Party or it's nominee or nominees at their own costs.

ARTICLE – VI COMMON RIGHTS AND OBLIGATION

- 1) The Developer/Builder/Second Party shall bear and pay all rates and taxes and other outgoings in respect of the said premises till the Owners is

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offered the Owners allocation and the flats be completed in all respects including delivery of possession to the Owners including separation of taxes and electric Meters Installation.

2) As soon as the said building is completed the Developer/ Builder/Second Party upon obtaining completion certificate from K.M.C. it shall give written notice to the Owners to take possession of the Owners allocation in the said building only from the date of delivery and at all times thereafter the Owners shall be exclusively responsible for payment of all taxes or property taxes and outgoings and composition whatsoever (hereinafter for the same of brevity collectively referred to as "the said taxes") payable in respect of the said Owner's allocation similarly as and from the said date the Developer/Builder/Second Party shall be responsible for the said rates payable in respect of the Developer/Builder/Second Party's allocation. The said rates if levied on the building as a whole then and in such an event it shall be appropriate pro-rata.

3) On and from the date of service of the notice to take possession the Owners or her nominee/nominees as the case may be shall also be responsible to pay and shall forth with pay on demand to the Developer/Builder/Second Party or its nominee or nominees or the association of flat Owners and other space Owners the same on the basis of sub-clause hereinabove the service charges for the common utilities in the building payable in respect of the Owners allocation. The said charges shall include premium for the insurance of the building, water, fire and scavenging charges water, fire and scavenging charges and taxes lights sanitation and operation, repair and renewals security guards salary and management of the common facilities, including replacement, repair and maintenance charges and expenses for the building and all of common wiring pipes electric and mechanical and mechanical equipments switch gear, transformers generators pumps motors and other electrical and mechanical and installations appliances and equipment stair ways, corridors, halls passage ways lift shaft greens park way and other common facilities whatsoever including creating of sinking funds similarly as and from the said date the Developer/Builder/Second Party or its nominees or Purchaser of flat and other spaces out of Developer/Builder/Second Party allocation shall also be responsible

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to pay and bear and shall forthwith pay the proportionate share in terms and on the same basis of Sub-Clause (ii) hereinabove the service charges for the facilities in the building payable to the Owner's Association.

ARTICLE - VII: MISCELLANEOUS

1) The Owners and the Developer/Builder/Second Party have entered into the agreement purely on a principal to principal basis herein shall be deemed or construed a Joint Venture between the Owners and the Developer /Builder/Second Party nor shall the Developer/Builder /Second Party and the Owners in any manner constituted an association of persons. Each party shall keep the other party indemnified for and against the same.

2) **THE OWNERS** or Developer/Builder/Second Party as the case may be, shall not be considered to be in breach of any obligation here under to the extent that the performance in the relative obligation is prevented by the existence of a force majeure shall be suspended for the duration of the force majeure. Force majeure shall mean irresistible.

3) **COMPULSION OR ERECTION RECOGNISED AS IRRESISTABLE AND SHALL INCLUDE** flood, earth quake, riot, war, severe abnormal storm, tempest civil commotion state wide strike and any other act beyond the reasonable control of the party affected hereby but shall not include normal bad weather or processions etc.

4) **BE IT** specifically mentioned here that the Developer/ Builder/Second Party shall deliver the vacant peaceful possession of the Owners allocation to be constructed strictly as per specification mentioned herein schedule below to the Owners within **45 (Forty Five) months** from the date of getting the vacant physical possession of the schedule Property.

5) After completion of the construction in all respect , the Developer will issue a notice for handover the physical possession of the owner's allocation to the owner thereafter the Developer will hand over its own allocation.

6) Internal wiring for Electrification will be provided for each flat. However the individually for obtaining supply of Power and the Meter for their respective

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flats. The allottee shall be required to pay the applicable Security Deposit to C.E.S.C. and other charges such as cost of Meter, Main Switch, D.B. Etc.

7) **Prices are Exclusive of the Following:-**

- a> Documentation/Stamp duty/Registration Charges.
- b> Security Deposit and Service Connection Charges for Installation of electric Meter for Individual flats.
- c> Security Deposit and Service Connection Charges for Installation of Meter of common areas and facilities.
- d> Advance Maintenance charges for six months.
- e> Common toilet, caretaker room and beautification charges.
- f> Extra cost to be provided other than the items mentioned in the specification herein below.
- g> Generator Back up.

BE it noted that Commercial area , if, should have a separate entrance apart from the residential entrance.

- 8) Courts at local jurisdiction shall have jurisdiction to the allocation arising out of this agreement

GENERAL POWER OF ATTORNEY

NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS :-

2. **Subject matter of Power of Attorney :**

Land measuring undivided **1/24th** share of 03 (Three) Cottahs 11 (Eleven) Chittacks, i.e. **110.625 Sq. ft.** together with undivided **1/24th** share of two storied structure about **2100 Sq. ft.** i.e. **87.5 Sq. ft.** standing thereon being Premises No. 129C, Satyendra Nath Mazumder Sarani, formerly Monoharpukur Road, P.S. Tollygunge, Kolkata- 700026, within the limits of the Kolkata Municipal Corporation Ward No. 84, in Mouza – Monoharpukur Gram, Sub-Registry Office- Alipore, District 24-Parganas(South) .

3. **Appointment :**

The owner hereby nominate constitute and appoint "**M/S. JEEKON**" a sole proprietor firm having its office present office at 129A, Monoharpukur Road , P.S. Tollygunge ,P.O. Kalighat, K.M.C. Ward No. 84, Kolkata- 700026,

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represented by its sole proprietor **SRI ANJAN MUKHERJEE**, son of Late Santi Ranjan Mukherjee, by faith- Hindu, by Occupation- Business, residing at 81, Deshpran Sashmal Road, P.S. Charumarket, P.O. Tollygunge, K.M.C. Ward No. 89, Kolkata- 700 033 as the true and lawful attorney to do all acts, deeds and things mentioned herein below in respect of the Schedule Property.

4. **Powers and Authorities :**

(a) To present the Deed of Conveyance or Conveyances and/or Deed of Lease and/or any Deed of Transfer Deed of Exchange for amalgamation, Deed of Declaration for Amalgamation before any competent Registration Authority for admission and completion the same and sign all the necessary papers as may be required and to do all acts deeds and things which our Attorney shall consider necessary for conveying the undivided **1/24th** share of Land out of total land measuring about 03 (Three) Cottahs 11 (Eleven) Chittacks being premises No. 129C, Satyendra Nath Mazumder Sarani, formerly Monoharpukur Road, P.S. Tollygunge, P.O. Kalighat, Kolkata- 700026 , within the limits of the Kolkata Municipal Corporation Ward No. 84,, District 24- Parganas (South), mentioned in **THE SCHEDULE "A"** here under written in respect of the Developer's allocation only .

(b) To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money and to give good, valid receipt and discharge for the same which will protect the purchaser or purchases without seeing the application of the money.

(c) Upon such receipt as aforesaid and as I act and deed to sign, execute and deliver conveyance or conveyances of the said property in favour of the purchaser and/or purchasers or his/her/their nominee or nominees and assignees, as the case may be.

(d) To sign and execute all other deeds, instruments and assurances which the said firm will consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying and/or transferring the said property as mentioned in the schedule hereunder written as I could do myself , if personally present.

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- (e) To present such conveyance or conveyances, Deed of Exchange for amalgamation, Deed of Declaration for Amalgamation to admit execution and receipt of consideration before the Sub-Registrar and/or Additional District Sub-Registrar having authority for and to have the said conveyance and/or conveyances registered and to do all acts, deeds and things which my said Attorney shall consider necessary for conveying and/or transferring the said property, Developer's allocation only to the purchaser or purchasers as fully and effectually in all respect as i could do the same myself.
- f) To sign and submit proposed drawing to the Kolkata Municipal Corporation and any other Civic bodies and to obtain sanction of the same.
- g) To sign, execute, submit and present before the concerned authorities all papers, documents, declarations, affidavits, applications, returns for and in connection with sanction of the Plans of the Premises.
- h) To make correspondence with the Kolkata Municipal Corporation other Government authorities /departments and/or Town Planning Department and other concerned authorities in connection with the said land.
- i) To take necessary steps for bringing electricity from the appropriate authority of the local area as the case may be.
- j) To obtain No objection certificate (NOC) form the office of the Kolkata Municipal Corporation for the said land and proposed building and apply and sign for mutation, Amalgamation in the record of the Kolkata Municipal corporation.
- k) To obtain filtered and unfiltered water connection and/or obtain drainage and sewerage connections from the appropriate Offices /authorities/Kolkata Municipal Corporation .
- l) To demand, sue for, enforcement payment of recover receive and give proper receipts and discharges for all moneys, debts, goods, effects or other property now belonging to us which receipts and discharges will exonerate any or all persons s paying without seeing the application

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thereof and non payment or non realization thereof to institute suits or other appropriate proceedings for receiving or compelling payment or delivery thereof.

- m) I , hereby further direct that notwithstanding anything contained hereinbefore, it is made clear that the present General Power of Attorney is limited to the said plot of land mentioned in **THE SCHEDULE "A"** here under written and I do hereby confirm and undertake to ratify that all acts, deeds and things whatsoever our said attorney shall lawfully do or cause to be done by my said Attorney will be treated as acts done by me as I could do the same if, I was personally present by virtue of this power.

SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT piece and parcel of the undivided **1/24th** share of Land an area measuring about **110.625** square feet out of total land measuring about 03 (Three) Cottahs 11 (Eleven) Chittacks of land together with the undivided **1/24th** share of structure i.e. **87.5 Sq. ft.** out of total structure of 2100 square feet in the old two storied building standing thereon, lying and situate at Premises No. 129/C, Monoharpukur Road presently known as 129C, Satyendra Nath Mazumder Sarani, Police Station-Tollygunge, P.O. Kalighat, Kolkata- 700026, K.M.C. Ward No. 84, District-24- Parganas (South) holding the Assessee No. 11-084-11-0220-4. Butted and bounded by-

ON THE NORTH : Monoharpukur Road (61'-0" wide);
ON THE SOUTH : Premises No. 2B, Satish Mukherjee Road;
ON THE EAST : Premises No. 129A, Satyendra Nath Mazumder Sarani;
ON THE WEST : Premises No. 67A, S.P. Mukherjee Road;

THE SCHEDULE "B" ABOVE REFERRED TO
(OWNER'S ALLOCATION)

ALL THAT

- 1) One flat about **200 Sq.ft.** Covered on **suitable Floor** of the Proposed Building to be constructed as per planduly sanctioned by the Kolkata Municipal Corporation.

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2) A sum of **Rs. 5,000/- (Rupees Five Thousand)** only has been paid at the time of registration of this agreement as forfeited.

THE SCHEDULE "C" ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT:

The Developer's Allocation shall mean the space allocable to the Developer in the remaining F.A.R. (residential, commercial and car parking space) other than the Owner's Allocation (As stated Owner's allocation herein above) of the New Building/ Buildings as fully and particularly described in **SCHEDULE "B"** herein above written, together with undivided proportionate share of land, ultimate roof and including common service area in newly constructed building and/or buildings which the developer shall be entitled to sell, transfer, lease and/or otherwise deal with as it deems fit and proper and it shall be entitled to enter to agreements and other commitments with any other party or parties to regard to disposal thereof.

THE SCHEDULE "D" ABOVE REFERRED TO
(COMMON AREAS AND FACILITIES)

i. The undivided **1/24th** share of 03 (Three) Cottahs 11 (Eleven) Chittacks, i.e. **110.625 Sq. ft.** together with undivided **1/24th** share of two storied structure about **2100 Sq. ft.** i.e. **87.5 Sq. ft.** standing thereon being Premises No. 129C, Satyendra Nath Mazumder Sarani, formerly Monoharpukur Road, P.S. Tollygunge, Kolkata- 700026, within the limits of the Kolkata Municipal Corporation Ward No. 84, in Mouza – Monoharpukur Gram, Sub-Registry Office- Alipore, District 24-Parganas(South) .

ii. Common areas would be side shares, water reservoir, tank on the roof, roof, staircase, septic tank, lift & lift Machine room, common Meter room & common pump room, under the staircase out side wall which should be uniform so that their management of different colours.

iii. The foundation column, girders, beams, supports main walls .

iv. Walls corridors lobbies stairs stair-ways fire escapes water reservoir septic tank, water tank, lighting arrangement in the common areas and gate, stair ways

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and entrances and exists of the building but excluding the corridors lobbies if any situating within any flat or apartment.

v. Storage space for common use or for the use or for the use and enjoyment of the entire building.

vi. Installations of common services as powers, lights, water sewerages, tanks, pumps, motors, compressors pipes and duits and other apparatus and installations for the common use.

vii. The open spaces around the covered area within the premises not meant for exclusive user and enjoyment of any particular person or apartment holders kept open to sky as per provisions of law and as provided in the sanctioned plan.

viii. All other parts of the building necessary or convenient to its existence, maintenance and safety or normally forming parts of the main building not being exclusively held and enjoyed by any apartment Owner.

THE SCHEDULE "E" ABOVE REFERRED TO
(COMMON EXPENSES)

1) After getting possession of the flats, the taxes etc. shall be proportionately paid by the parties who get possession.

2) The Developers/ Builders shall pay and clear all dues to the Kolkata Municipal Corporation for the property i.e. situated any lying under Municipal Premises No. 129C, Monoharpukur Road & P.S. Tollygunge, P.O. Kalighat, Kolkata- 700026 within the limits of the Kolkata Municipal Corporation, Ward No. 84 and CESC for consumption of electricity from the date of getting the vacant possession of the land and structure till the handed over the newly constructed flat. The legal expenses for drafting and execution of the Agreement and Power of Attorney and others if any shall be borne by the Developer/ Builder.

3) If there be any dues payable by the Developer/ Builder in respect of Calcutta Electricity Supply Corporation dues, taxes of Calcutta Municipal

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Corporation it must be paid by the Developer/ Builder before or at the time of taking delivery of possession as per its allocation.

4) The Developer/ Builder shall make over possession to the Owners of their respective separate flats of the buildings on the said premises after making the building habitable with connection of sufficient water, electricity etc. at the cost of the Developer/ Builder within the aforesaid stipulation.

SCHEDULE "F" ABOVE REFERRED TO
(SPECIFICATION)

Premises No. : 129C, Monoharpukur Road & P.S. Tollygunge, Kolkata-700026.

1. **No of the flats** : Not Yet Settled.
2. **No. of floors** : Not yet settled
3. **General** : The building shall be D. M. C. Pilling & RCC frames structure as per design of our Architect.
4. **Brick work** :
 - a) all external brick work will be generally 10"/8" inches thick with good quality brick in Cement and mortar (1:6).
 - b) All internal partition walls shall be 5"/3" with approved quality in sand and cement mortar (4:1).
 - c) Iron net is to be used in all 3" brick walls.
 - d) Height of all rooms in each flat should be 2.95 mtr. between RCC slab.
5. **Flooring** :
 - a) All floors will be 2'-0" x 2'-0" Vitrified tiles.
 - b) The skirting will be 6" high dado, marble.
 - c) Bath & Kitchen Floor will be anti skid Tiles.

6. Plastering :

The building will have 1/2" th average sand, cement plaster in all external surface the internal surface will have 3/4"th sand and cement plaster whereas the ceiling will have sand and cement plaster of 1/4"th (4:1).

ANJAN MUKHERJEE
CONSTITUTED ATTORNEY OF,
SRI ABIR LAL BANERJEE
SRI SAYAK BANERJEE,
SMT ARPITA BANERJEE
SRI CHAND MOHON BANERJEE,
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA

JEEKON

Anjan Mukherjee
Proprietor

7. **Kitchen :**

- (a) Front wall of the cooking, slabs will have 2'-0" high finish with glaze tiles.
- (b) Black Granite of 1'-9" width have to be fitted on entire cooking plat form of 10'-0" length. Space for keeping gas cylender below the cooking platform.
- (c) One steel sink with a tap, one tap below the sink.

8. **Toilet /W.C. :** 6'-0" high coloured glazed tiles of the walls (Jonson or Kajaria.

9. **BATH & W.C. COMBINED :**

- a) White Commode with cistern will be provided in the W.C. and toilet both.
- b) One C.P. shower rose and one C.P. tap in both W.C. & toilet.
- c) One white wash basin with tap in only toilet.
- d) Hot & Cold water system for toilet.

10. **Windows :** Aluminum Windows.

11. **Doors :** a) Main entrance door to be made of good quality wooden/Flush door with designing.

- b) Sal wood, frames 5" x 2½" (section0.
- c) One 8" long Bruss best quality tower bolt from inside.
- d) One telescopic pest bolt with fittings.
- e) One brass handle from outside.
- f) 3 nos. oxydised hinges (5").
- g) Godrej night latch on front doors. Door stopper and door chain.

OTHERS DOORS :

12. **Doors :** a) Commercial flash doors painted both sides (good quality).
- b) Sal wood frame of adequate thickness (4" x 2 ½")
 - c) One 6" long, aluminum tower bolt from inside.
 - d) One aluminum hasp bolt with ring bed room doors and verandah door.
 - e) One 6" long tower bolt from outside of toilet and kitchen doors.

13. **Electrical Installation :**

Bed Room :

- a) Three light points.

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SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

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- b) One fan point.
- c) One 5 amp socket outlet.

LIVING/DINING ROOM :

- a) Three light points.
- b) Two fan points.
- c) 1 Nos. of 15 amp power socket outlet.
- d) One telephone point.
- e) One antenna point.

W.C. :

- a) One point.
- b) One plug point.

TOILET. :

- a) One lamp point.
- b) One geyser point line (15 amp plug point).

KITCHEN :

- a) One light point.
- b) One exhaust fan point.
- c) One 15 amp power outlet with switch.

VERANDAH :

One light point each verandah.

INSIDE PASSAGE :

One light point.

GARAGE :

One light point for each garage.

STAIR CASE :

- a) One light point on each full landing.
- b) One electric call bell point near each flat entrance door.

14. **Roof :**

- a) Suitable water proofing treatment at roof with Net Cement.

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SMT ARPITA BANERJEE
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SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor

b) 3'-0" height parapet wall will be provided the roof : slab.

c) Suitable P.V.C. rain water pipe for proper drainage of water from roof.

15. **Electric Meter** : Developer shall make arrangement for installation of one common electric meter from C.E.S.C at his cost. Developer will make arrangement for installation of separate electric meter in each flat in the name of prospective buyers and owners. The installation charges and other charges of meter from C.E.S.C is to be borne by the Buyers & Owners of the flat Common and Individual.

16. **Painting** :

a) Outer wall of the building, to be finish with the wall putti & sheadersheild paints or its equivalent with proper ground in.

b) All inside wall of the flats and ceiling of the owners have to be finished with wall putti.

c) All doors and windows are to be painted with best quality paints made be ICI Asian paints.

18. **Special** :

a) On stair case mosaic/marble.

b) Staircase room will be provided with steel fixed window with jalli for light and ventilation.

c) Space for electric meter and pump room will be installed at ground floor under the stair.

d) One RCC loft of each flats.

e) Boundary wall of all sides, passage gate, water tap, electric line for garage, common passage and roof top use.

f) R.C.C. overhead water tank will be provided at the top as per Architect design.

g) Iron gate will be provided front of the Garage.

LIFT:

A good and standard quality Lift shall be provided.

JEEKON

Anjan Mukherjee
Proprietor

ANJAN MUKHERJEE
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SRI SAYAN BANERJEE,
SMT ARPITA BANERJEE
SRI CHAND MOHON BANERJEE,
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA

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

SIGNED SEALED AND DELIVERED

within named "**THE OWNER/**
FIRST PARTY" Viz

SRI KUMAR SAHA

at Kolkata in presence of :

1. Ashima Naskar. Kumar Saha
- 79 Rajan Mukherjee
2. KOL-38. we

Manik Saha
511 Green Chandra Row
KOL-38

SIGNED SEALED AND DELIVERED

within named "**THE BUILDER/DEVELOPER/**
SECOND PARTY" Viz "**JEEKON**"

represented by its sole proprietor

SRI ANJAN MUKHERJEE

at Kolkata in presence of :

1. Ashima Naskar

JEEKON

Anjan Mukherjee
Proprietor

2. Manik Saha

Drafted by me :

Badi Subash

Advocate

High Court Calcutta

WB/255/1994

ANJAN MUKHERJEE
CONSTITUTED ATTORNEY OF,
SRI ABIRLAL BANERJEE,
SRI SAYAN BANERJEE,
SMT ARPITA BANERJEE,
SRI CHAND MOHON BANERJEE,
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

Computer printed by :

Bappa Mondal

Bappa Mondal

12, Old Post Office Street,

Kolkata - 700001.

JEEKON

Anjan Mukherjee
Proprietor

MEMO OF CONSIDERATION

Received a sum of **Rs. 5,000/- (Rupees Five Thousand)** only from the "**M/S JEEKON**" represented by its sole proprietor **SRI ANJAN MUKHERJEE**, in the manner hereunder written.

M E M O

Dated	Cheque No.	Bank	Branch	Amount(Rs.)
22.04.22	Cash	—	—	3,000.00

Total : **Rs. 5,000.00**
=====

(Rupees Five Thousand) only.

WITNESSES :

1. Ashima Naskar

Kumar Saha

JEEKON

Anjan Mukherjee
Proprietor

SIG. OF THE OWNER

2. Manik Saha

ANJAN MUKHERJEE
CONSTITUTED ATTORNEY OF,
SRI ABIRLAL BANERJEE
SRI SAYAK BANERJEE,
SMT ARPITA BANERJEE
SRI CHAND MOHON BANERJEE, Proprietor
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor

Fingerprints



Signature :

Anjan Mukherjee

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
L E F T					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
R I G H T					

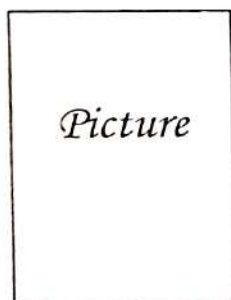


Signature :

Kumar Saha

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
L E F T					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
R I G H T					



Signature :

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
L E F T					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
R I G H T					

ANJAN MUKHERJEE

CONSTITUTED ATTORNEY OF,
SRI ABIR LAL BANERJEE
SRI SAYAK BANERJEE,
SMT ARPITA BANERJEE
SRI CHAND MOHON BANERJEE,
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA

JEEKON

Anjan Mukherjee
Proprietor



ANJAN MUKHERJEE
CONSTITUTED ATTORNEY OF,
SRI ADIRLAL BANERJEE
SRI SHYAM BANERJEE,
SMT APPT. BANERJEE
SRI CHAND NICHON BANERJEE,
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor



भारत सरकार
GOVERNMENT OF INDIA



Anjan Mukherjee
DOB: 14/04/1956
MALE



9735 0994 9669

আমার আধার, আমার পরিচয়



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O: Shanti Ranjan Mukherjee, 107,,
GOLF CLUB ROAD, Tollygunge, Kolkata,
West Bengal - 700033



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1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

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

ANJAN MUKHERJEE
CONSTITUTED ATTORNEY OF,
SRI ARIJIT BANERJEE
SRI SANY K. BANERJEE,
SMT ANJALI BANERJEE
SRI CHAND MOHON BANERJEE,
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor



भारत सरकार
Government of India



Kumar Saha
DOB: 17/07/1973
Male



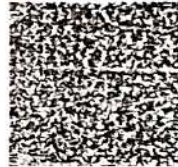
8456 7693 3442

मेरा आधार, मेरी पहचान



भारत सरकार
Unique Identification Authority of India

Address: 51/1A, SATISH MUKHERJEE ROAD,
KALIGHAT, Kalighat S.O. Kolkata, West Bengal,
700026



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ANJAN MUKHERJEE
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SRI SAYAN BANERJEE,
SMT ANITA BANERJEE
SRI CHANDRANON BANERJEE,
SRI ARJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor

सांख्यिक विभाग
INCOME TAX DEPARTMENT
KUMAR SAHA

भारत सरकार
GOVT. OF INDIA

MAHA CHANDRA SAHA

17/07/1972

ANNP500701

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मुंबई-400 001

ANJAN MUKHERJEE
CONSTITUTED ATTORNEY OF,
SRI ABIRLAL BANERJEE
SRI SAHIB BANERJEE,
SMT ARPI BANERJEE
SRI CHANDRAN BANERJEE,
SRI RIJIT BANERJEE,
SRI KUMAR SAHA.

JEEKON

Anjan Mukherjee
Proprietor


 भारत सरकार
 GOVERNMENT OF INDIA



অশীমা নস্কর
 Ashima Naskar
 পিতা : তারাপদ বাউর
 Father : TARAPADA BAUR
 জন্ম সাল / Year of Birth : 1977
 মহিলা / Female



5686 9684 2878

আধার - সাধারণ মানুষের অধিকার


 ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
 ৭৯, রাজানী মুখার্জী লেন, সাহাপুর,
 কোলকাতা, পশ্চিমবঙ্গ, ৭০০০৩৮

Address:
 79, RAJANI MUKHERJEE
 LANE, Sahapur S.O,
 Sanapur, Kolkata, West
 Bengal, 700038


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 1800 180 1947


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 P.O. Box No.1547,
 Bengaluru-560 001

ANJAN MUKHERJEE
 CONSTITUTED ATTORNEY OF,
 SRI ABIR LAL BANERJEE
 SRI SAYAK BANERJEE,
 SMT ARPITA BANERJEE
 SRI CHAND MOHON BANERJEE,
 SRI ARIJIT BANERJEE,
 SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
 Proprietor

DATED THIS THE 27th DAY OF April 2022

BETWEEN

SRI KUMAR SAHA

.....**OWNER/FIRST PARTY**

AND

"M/S JEEKON"

represented by its sole Proprietor

SRI ANJAN MUKHERJEE

.....**DEVELOPER/BUILDER/**

SECOND PARTY

DEVELOPMENT AGREEMENT

WITH GENERAL POWER OF ATTORNEY

BAPI DEBNATH

Advocate

High Court, Calcutta

ANJAN MUKHERJEE
CONSTITUTED ATTORNEY OF,
SRI ABIRLAL BANERJEE
SRI SAYAK BANERJEE,
SMT ARPITA BANERJEE
SRI CHAND MOHON BANERJEE,
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor



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

GRN Details

GRN: 192022230014938881 Payment Mode: Online Payment
GRN Date: 26/04/2022 14:34:52 Bank/Gateway: State Bank of India
BRN : CKT5025072 BRN Date: 26/04/2022 14:37:30
Payment Status: Successful Payment Ref. No: 2001219904/4/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: ANJAN MUKHERJEE
Address: 81, DESH PRAN SASMAL ROAD, KOL 700033
Mobile: 7890777916
Depositor Status: Buyer/Claimants
Query No: 2001219904
Applicant's Name: Mr BAPI DEBNATH
Identification No: 2001219904/4/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 4

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001219904/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	4021
2	2001219904/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	71
			Total	4092

IN WORDS: FOUR THOUSAND NINETY TWO ONLY.

ANJAN MUKHERJEE
CONSTITUTED ATTORNEY OF,
SRI ABIRLAL BANERJEE
SRI SAYAK BANERJEE,
SMT ARPITA BANERJEE
SRI CHAND MOHON BANERJEE,
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor

Major Information of the Deed

Deed No :	I-1603-06314/2022	Date of Registration	27/04/2022
Query No / Year	1603-2001219904/2022	Office where deed is registered	
Query Date	22/04/2022 11:45:28 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	BAPI DEBNATH Thana : Charu Market, District : South 24-Parganas, WEST BENGAL, PIN - 700033, Mobile No. : 7890777916, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,000/-]		
Set Forth value	Market Value		
Rs 55,000/-	Rs. 8,14,471/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 5,021/- (Article:48(g))	Rs. 103/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Satyendra Nath Majumder Sarani, , Premises No: 129C, , Ward No: 084 Pin Code : 700026

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	110.625 Sq Ft	50,000/-	7,74,376/-	Property is on Road
Grand Total :				.2535Dec	50,000 /-	7,74,376 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	87.5 Sq Ft.	5,000/-	40,095/-	Structure Type: Structure

Floor No: 1, Area of floor : 87.5 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete

Total :	87.5 sq ft	5,000 /-	40,095 /-	
---------	------------	----------	-----------	--

ANJAN MUKHERJEE
 CONSTITUTED ATTORNEY OF,
 SRI ABIRLAL BANERJEE
 SRI SAYAK BANERJEE,
 SMT ARPITA BANERJEE
 SRI CHAND MOHON BANERJEE,
 SRI ARIJIT BANERJEE,
 SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
 Proprietor

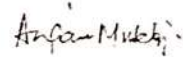
Deed Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri KUMAR SAHA Son of Late MAHA CHANDRA SAHA Executed by: Self, Date of Execution: 27/04/2022 , Admitted by: Self, Date of Admission: 27/04/2022 ,Place : Office	Photo 	Finger Print 	Signature 
	27/04/2022	LTI 27/04/2022	27/04/2022	
51/1A, Satish Mukherjee Road, City:- Not Specified, P.O:- KALIGHAT, P.S:-Tollygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ANxxxxxx0L, Aadhaar No: 84xxxxxxxx3442, Status :Individual, Executed by: Self, Date of Execution: 27/04/2022 , Admitted by: Self, Date of Admission: 27/04/2022 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MS JEEKON 129A, Manohar pukur Road, City:- Not Specified, P.O:- TOLLYGUNGE, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.: AFxxxxxx0M,Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative

Representative Details :

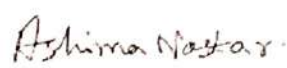
SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri ANJAN MUKHERJEE (Presentant) Son of Late SANTI RANJAN MUKHERJEE Date of Execution - 27/04/2022, , Admitted by: Self, Date of Admission: 27/04/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Apr 27 2022 12:37PM	LTI 27/04/2022	27/04/2022	
81, Desh Pran Sasmal Road, City:- Not Specified, P.O:- TOLLYGUNGE, P.S:-Charu Market, District:- South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AFxxxxxx0M, Aadhaar No: 97xxxxxxxx9669 Status : Representative, Representative of : MS JEEKON (as SOLE PROPRIETOR)				

ANJAN MUKHERJEE
 CONSTITUTED ATTORNEY OF,
 SRI ABIR LAL BANERJEE
 SRI SAYAK BANERJEE,
 SMT ARPITA BANERJEE
 SRI CHANDAN BANERJEE,
 SRI ARIJIT BANERJEE,
 SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
 Proprietor

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs ASHIMA NASKAR Wife of Mr. JOYDEB NASKAR 79, Rajani Mukherjee Road, City:- Not Specified P O - NEW ALIPORE, P.S:- Behala, District -South 24-Parganas, West Bengal, India, PIN - 700038			
Identifier Of Shri KUMAR SAHA, Shri ANJAN MUKHERJEE	27/04/2022	27/04/2022	27/04/2022

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri KUMAR SAHA	MS JEEKON-0 253516 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri KUMAR SAHA	MS JEEKON-87.50000000 Sq Ft

ANJAN MUKHERJEE
 CONSTITUTED ATTORNEY OF,
 SRI ABIR LAL BANERJEE,
 SRI SAYAK BANERJEE,
 SMT ARPITA BANERJEE,
 SRI CHAND MOHON BANERJEE,
 SRI ARIJIT BANERJEE,
 SRI KUMAR SAHA,

JEEKON


 Proprietor

On 27-04-2022

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.

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

Presented for registration at 12:19 hrs on 27-04-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri ANJAN MUKHERJEE .

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 8,14,471/-

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

Execution is admitted on 27/04/2022 by Shri KUMAR SAHA, Son of Late MAHA CHANDRA SAHA, 51/1A, Road: Satish Mukherjee Road, , P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Business

Indetified by Mrs ASHIMA NASKAR, , , Wife of Mr JOYDEB NASKAR, 79, Road: Rajani Mukherjee Road, , P.O: NEW ALIPORE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by profession Service

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

Execution is admitted on 27-04-2022 by Shri ANJAN MUKHERJEE, SOLE PROPRIETOR, MS JEEKON (Sole Proprietorship), 129A, Manohar pukur Road, City:- Not Specified, P.O:- TOLLYGUNGE, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Indetified by Mrs ASHIMA NASKAR, , , Wife of Mr JOYDEB NASKAR, 79, Road: Rajani Mukherjee Road, , P.O: NEW ALIPORE, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 103/- (B = Rs 50/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 71/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 26/04/2022 2:37PM with Govt. Ref. No: 192022230014938881 on 26-04-2022, Amount Rs: 71/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKT5025072 on 26-04-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 4,021/-

Description of Stamp
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Shri

Debasish Dhar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

ANJAN MUKHERJEE
CONSTITUTED ATTORNEY OF,
SRIABIRLAL BANERJEE
SRI SAYAK BANERJEE,
SMT ARPITA BANERJEE
SRI CHAND MOHON BANERJEE,
SRIARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

ANJAN MUKHERJEE
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SRI ARIJIT BANERJEE,
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