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अभिषेक पश्चिम बंगाल WEST BENGAL

L 575736

M.V. R 38, 16, 671/100

9

DEVELOPMENT AGREEMENT
WITH GENERAL POWER OF ATTORNEY

THIS INDENTURE OF DEVELOPMENT AGREEMENT & GENERAL POWER OF

ATTORNEY made this the 15th day of Oct

Two Thousand Twenty (2020)

BY AND BETWEEN

SMT. ARPITA BANERJEE, (PAN NO. AKNPB 4721C) & (AADHAAR NO. 2004 3828 6340) & (Mobile No. 9831442467) wife of late Biswanath Banerjee, by faith – Hindu, by occupation – House-wife, by Nationality- Indian & SRI SAYAK BANERJEE (PAN NO. BECPB 9039K) & (AADHAAR NO. 8699 1763 1115)

Certified that the document is admitted to register. The signature sheet/s and the endorsement sheets annexed with this document are the part of this document.

District Sub-Registrar
South 24 Pargana

16 OCT 2020

17/10/2020
250/-
250/-
500/-
15/10/2020
15/10/2020
19/10/2020

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

JEEKON

Anjan Mukherjee
Proprietor



पश्चिम बंगाल WEST BENGAL

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& (Mobile No. 7003294919) son of late Biswanath Banerjee both residing at 129/C, Satyendra Nath Mazumder Sarani, formerly Monoharpukur Road, P.S. Tollygunge, KM.C. Ward No. 84, Kolkata – 700026, hereinafter jointly called and 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 their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

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SRI KUMAR SAHA.

JEEKON

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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 NO. AFEPM 1010M**) & (**AADHAAR NO. 9735 0994 9669**) & (**Mobile No. 9831575888**) son of Late Santi Ranjan Mukherjee, by faith- Hindu, by Occupation- Business, residing at 81, Deshpriya 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 Municipality, P.S.

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 SRI ARIJIT BANERJEE

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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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SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

- 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. 129/C, 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. 129/C, 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. 129/C, 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. 129/C, Monoharpukur Road, P.S. Tollygunge, Kolkata- 700 026.
- J. 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 $1/6^{\text{th}}$ share in respect of the 03 (three) Cottahs 11 (eleven) Chittacks, being Premises No. 129/C, 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 $2/6^{\text{th}}$ shares i.e. $1/3^{\text{rd}}$ of the land together with the structure standing thereon being Premises No. 129/C, 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 $1/6^{\text{th}}$ share in respect of the property being Premises No. 129/C, 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 $1/6^{\text{th}}$ share in respect of the property being Premises No. 129/C, Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026.

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- P. The said Shyam Sunder Banerjee died intestate on 14.04.2004 leaving behind his only wife Smt. Shyamali Banerjee of $1/6^{\text{th}}$ share in respect of the property being Premises No. 129/C, 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 $1/6^{\text{th}}$ share in respect of the property being Premises No. 129/C, 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 in respect of the land measuring 03 (three) Cottahs 11 (eleven) Chittacks, being Premises No. 129/C, 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 $1/12^{\text{th}}$ share of land measuring 03 (three) Cottahs 11 (eleven) Chittacks together with the undivided $1/12^{\text{th}}$ share of structure standing thereon being Premises No. 129/C, 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, 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

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 SMT. MIRA BANERJEE
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 SRI ARIJIT BANERJEE,
 SRI KUMAR SAHA

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03 (three) Cottahs 11 (eleven) Chittacks together with the structure standing thereon being Premises No. 129/C, Satyendra Nath Majumder Sarani formerly Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026 .

- U. The owners herein seized and possessed of otherwise well and sufficiently entitled to ALL THAT land measuring 03 (three) Cottahs 11 (eleven) Chittacks together with the structure standing thereon being Premises No. 129/C, Satyendra Nath Majumder Sarani formerly Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026 within the limits of the Kolkata municipal Corporation Ward No. 84,
- V. 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 residential requirements but for paucity of funds could not materialized the same.
- W. 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, Deshpran 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 die owners in terms of their requirements and desires.
- X. 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 land total measuring 03 (three) Cottahs 11 (eleven) Chittacks being Premises No. 129/C, Monoharpukur Road , P.S. Tollygunge, Kolkata- 700 026 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

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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 entered into a **DEVELOPMENT AGREEMENT** dated **17TH day of July 2007** (hereinafter referred to as the "**PRINCIPAL AGREEMENT**")

- Y. 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.
- Z. 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 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 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.
- AA. 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 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 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.
- BB. As per aforesaid representations, the said Chand Mohan Banerjee, Arijit Banerjee, Partha Pratim Banerjee, Biswanath Banerjee & Sri Kumar Saha are the present owners in respect of the property being Premises no. 129C,

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SRI ASIF AL BANERJEE
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SRI ARIJIT BANERJEE

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Satyendra Nath Mazumder Sarani, formerly Monoharpukur Road, P.S. Tollygunge, K.M.C. Ward no. 84, Kolkata- 700026

- CC. In terms of the **PRINCIPAL AGREEMENT** dated **17.07.2007** the land owners have agreed to develop the above mentioned Plot of land in the condition that the Owners shall be entitled to get as Owner's Allocation as mentioned therein clearly .
- DD. 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.
- EE. The said Biswanath Banerjee died intestate on 18.01.2020 leaving behind his wife namely Smt. Arpita Banerjee and only son Sayak Banerjee as the legal heirs and successors in respect of the undivided **1/6th** share of 03 (Three) Cottahs 11 (Eleven) Chittacks, i.e. **442.5 Sq. ft.** together with undivided **1/6th** 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).
- FF. 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.

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SRI KUMAR SAHA,

NOW THIS INDENTURE WITNESSETH THAT ARTICLE DEFINITING:

1. THE OWNERS :

The Owners shall mean **SMT. ARPITA BANERJEE**, wife of Late Biswanath Banerjee and **SRI SAYAK BANERJEE**, son of Late Biswanath Banerjee both residing at 129B, Satyendra Nath Mazumder Sarani, formerly Monoharpukur Road, P.S. Tollygunge, KM.C. Ward No. 84, 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, 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 **1/6th** share of 03 (Three) Cottahs 11 (Eleven) Chittacks, i.e. **442.5 Sq. ft.** together with undivided **1/6th** share of two storied structure about **3000 Sq. ft.** i.e. **500 Sq. ft.** standing thereon being Premises No. 129B 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.

ANJAN MUKHERJEE
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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.

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 **800 sq. ft.** built up area on **Second Floor** and/or **Third Floor** of the Proposed Building.
- 2) A sum of **Rs.2,00,000/- (Rupees Two Lakhs)** only shall be paid by the owner to the Developer at the time of getting the physical possession of the flat in the newly constructed building.
- 3) A sum of **Rs.15,000/- (Rupees Fifteen Thousand)** only per month within 7 (seven) days of current month as the shifting rent shall be provided by the Developer from the date of hand over the physical possession of the owners portions till hand over the physical possession in the newly constructed building.

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

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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.

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

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13. **ADVOCATE :**

ADVOCATE TO THE PROJECT (**For Developer**) shall mean **SRI BAPI DEBNATH** of High Court, Kolkata, Kolkata-700001, 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 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

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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 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

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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.
- 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

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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 utilities 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 Owners 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 their 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 Owners 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 Deed or Deeds of Conveyance or Conveyances in the favour of the Developer/Builder/Second Party or its nominees in respect of constructed parts with such undivided proportionate share of in the land in respect of the Developer/

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Builder/ Second Party allocation 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 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 ~~ANILAN MOHARJEE~~ replacement, repair and maintenance charges and

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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 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.

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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 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

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GENERAL POWER OF ATTORNEY

NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS :-

2. Subject matter of Power of Attorney :

land measuring 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. 129B, 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 , K.M.C. Ward No. 84, Kolkata- 700026, 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, 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 land being Premises No. 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,, District 24- Parganas (South), mentioned

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SRI KUMAR SAHA,

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 We 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 we could do ourselves , if personally present.
- (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 we could do the same ourselves.
- 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.

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- 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 thereof and non payment or non realization thereof to institute suits or other appropriate proceedings for receiving or compelling payment or delivery thereof.
- m) We , 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 We 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 our said Attorney will be treated as acts done by us as We could do the same if, We were personally present by virtue of this power.

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SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring undivided **1/6th** share of 03 (Three) Cottahs 11 (Eleven) Chittacks, i.e. **442.5 Sq. ft.** together with undivided **1/6th** share of two storied structure about **3000 Sq. ft.** i.e. **500 Sq. ft.** standing thereon being Premises No. 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) and the same is butted and bounded by:

ON THE NORTH: 61'-0" wide Monohar Pukur Road (K. M. C.)

ON THE SOUTH: Premises no. 71B, S. P. Mukherjee Road,

ON THE EAST: Premises No. 129A, Monohar Pukur Road,

ON THE WEST: Premises No. 67A S. P. Mukherjee Road.

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

ALL THAT

- a) One flat about **800 Sq.ft.** built up area on **Second Floor** and/or **Third Floor** of the Proposed Building.
- b) A sum of **Rs. 2,00,000/- (Rupees Two Lakhs)** only shall be paid by the Owner to the Developer at the time of getting the physical possession of the flat in the newly constructed building.
- c) A sum of **Rs. 15,000/- (Rupees Fifteen Thousand)** only per month as the shifting rent shall be provided by the Developer from the date of hand over the physical possession of the owners portions till hand over the physical possession in the newly constructed building.

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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 1/6th share of land underneath the building comprising of 03 (three) Cottahs 11 (Eleven) Chittacks, being Premises No. 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.
- 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

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ways 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

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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 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. : 129B, 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.

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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 ½" th average sand, cement plaster in all external surface the internal surface will have ¾"th sand and cement plaster whereas the ceiling will have sand and cement plaster of ¼"th (4:1).

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.

JEEKON

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Proprietor

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SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

- 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 1/2")
 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 Rooms :

- a) Two light points.
- b) One fan point.
- c) One A.C. Point
- d) 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).

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KITCHEN :

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

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.
- 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.

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SRI KUMAR SARKAR

JEEKON

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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.

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SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor

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

SMT. ARPITA BANERJEE

SRI SAYAK BANERJEE

at Kolkata in presence of :

1. Rabinindra Nath Mallik
late - Hari Charan Mallik.
to, Rakhal Das Addyadd -
Kal-27.
2. Sujaya Begun.
Bachchan Road
KOL-5

Arpita Banerjee

Sayak Banerjee

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. Rabinindra Nath Mallik.

2. Sujaya Begun.

JEEKON
Anjan Mukherjee
Proprietor

Drafted by me :

Bapi Debata

Advocate

High Court Calcutta

WB/255/1994

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

Computer printed by :

Srijay Das
Das Type Chamber
12, Old Post Office Street,
Kolkata - 700001.

JEEKON

Anjan Mukherjee
Proprietor

MEMO OF CONSIDERATION

A sum of **Rs.1,000/- (Rupees One Thousand)** only from the "**M/S JEEKON**" represented by its sole proprietor **SRI ANJAN MUKHERJEE**, to be receive letter on the in the manner hereunder written.

M E M O

Dated	Cheque No.	Bank	Branch	Amount(Rs.)
	CASH	:		Rs.1,000/-
			TOTAL :	Rs.1,000/- =====

(RUPEES ONE THOUSAND) ONLY.

WITNESSES :

1. *Rabindra Nath Mallik.*

Arpita Banerjee

Sayak Banerjee

SIG. OF THE OWNERS

2. *Sufriya Begum.*

ANJAN MUKHERJEE
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SMT ARPITA BANERJEE
SRI CHAND MOHON BANERJEE,
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 :

Arpita Banerjee

	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 :

Anand Banerjee

	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
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SRI KUMAR SAHA

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Anjan Mukherjee
Proprietor



Government of West Bengal

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

Signature / LTI Sheet of Query No/Year 16012001315272/2020

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	Smt Arpita Banerjee 129/C, Satyendra Nath Mazumder, P.O.- Tollygunge, P.S.- Tollygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700026	Land Lord			<i>Arpita Banerjee</i> 15/10/2020
2	Shri Sayak Banerjee 129/C, Satyendra Nath Mazumder, P.O.- Tollygunge, P.S.- Tollygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700026	Land Lord			<i>Sayak Banerjee</i> 15/10/2020
3	Shri Anjan Mukherjee 81, Deshpran Sashmal Road, P.O:- Charu Market, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033	Represent ative of Developer [Jeekon]			<i>Anjan Mukherjee</i> 15.10.2020

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

JEKON

Anjan Mukherjee
Proprietor

SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Ashima Naskar Wife of Mr Jaydeb Naskar 79, Rajani Mukherjee Lane, P.O:- Sahapur, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700048	Smt Arpita Banerjee, Shri Sayak Banerjee, Shri Anjan Mukherjee			Ashima Naskar 15.10.20

(Maitreyee Ghosh)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. - I
SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

ANJAN MUKHERJEE
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SRI CHAND MOHON BANERJEE,
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor

Endorsement For Deed Number : I - 160101412 / 2020

On 15-10-2020

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

Presented for registration at 15.01 hrs on 15-10-2020, at the Private residence by Shri Anjan Mukherjee .

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

Execution is admitted on 15/10/2020 by 1. Smt Arpita Banerjee, Wife of Late Biswanath Banerjee, 129/C, Satyendra Nath Mazumder, P.O: Tollygunge, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife, 2. Shri Sayak Banerjee, Son of Late Biswanath Banerjee, 129/C, Satyendra Nath Mazumder, P.O: Tollygunge, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Business

Indetified by Ashima Naskar, , Wife of Mr Jaydeb Naskar, 79, Rajani Mukherjee Lane, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession House wife

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

Execution is admitted on 15-10-2020 by Shri Anjan Mukherjee, Proprietor, Jeekon, 129A, Monoharpukur Road, P.O:- Tollygunge, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Indetified by Ashima Naskar, , Wife of Mr Jaydeb Naskar, 79, Rajani Mukherjee Lane, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession House wife

Maitreyee Ghosh

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

On 16-10-2020

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.

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 38,16,671/-

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,060/- (B = Rs 2,000/- , E = Rs 28/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 2,028/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/10/2020 2:28PM with Govt. Ref. No: 192020210113089808 on 12-10-2020, Amount Rs: 2,028/-, Bank: SBI EPay (SBlePay), Ref. No. 6380766951913 on 12-10-2020, Head of Account 0030-03-104-001-16

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

JEERON
Anjan Mukherjee
Proprietor

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 1,000/- by online = Rs 6,071/-

Description of Stamp

1 Stamp Type: Impressed, Serial no 46210A, Amount: Rs.500/-, Date of Purchase: 13/10/2020, Vendor name: Suranjan Mukherjee

2 Stamp Type: Impressed, Serial no 46210B, Amount: Rs.500/-, Date of Purchase: 13/10/2020, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/10/2020 2:28PM with Govt. Ref. No: 192020210113089808 on 12-10-2020, Amount Rs: 6,071/-, Bank: SBI EPay (SBlePay), Ref. No. 6380766951913 on 12-10-2020, Head of Account 0030-02-103-003-02

Maitreyee Ghosh

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

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SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
Proprietor

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1601-2020, Page from 67602 to 67659
being No 160101412 for the year 2020.



Digitally signed by MAITREYEE GHOSH
Date: 2020.11.11 12:36:34 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh

(Maitreyee Ghosh) 2020/11/11 12:36:34 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS
West Bengal.

ANJAN MUKHERJEE
CONSTITUTED ATTORNEY OF,
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SRI CHAND MOHON BANERJEE,
SRI ARIJIT BANERJEE,
SRI KUMAR SAHA,

JEEKON

Anjan Mukherjee
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(This document is digitally signed.)