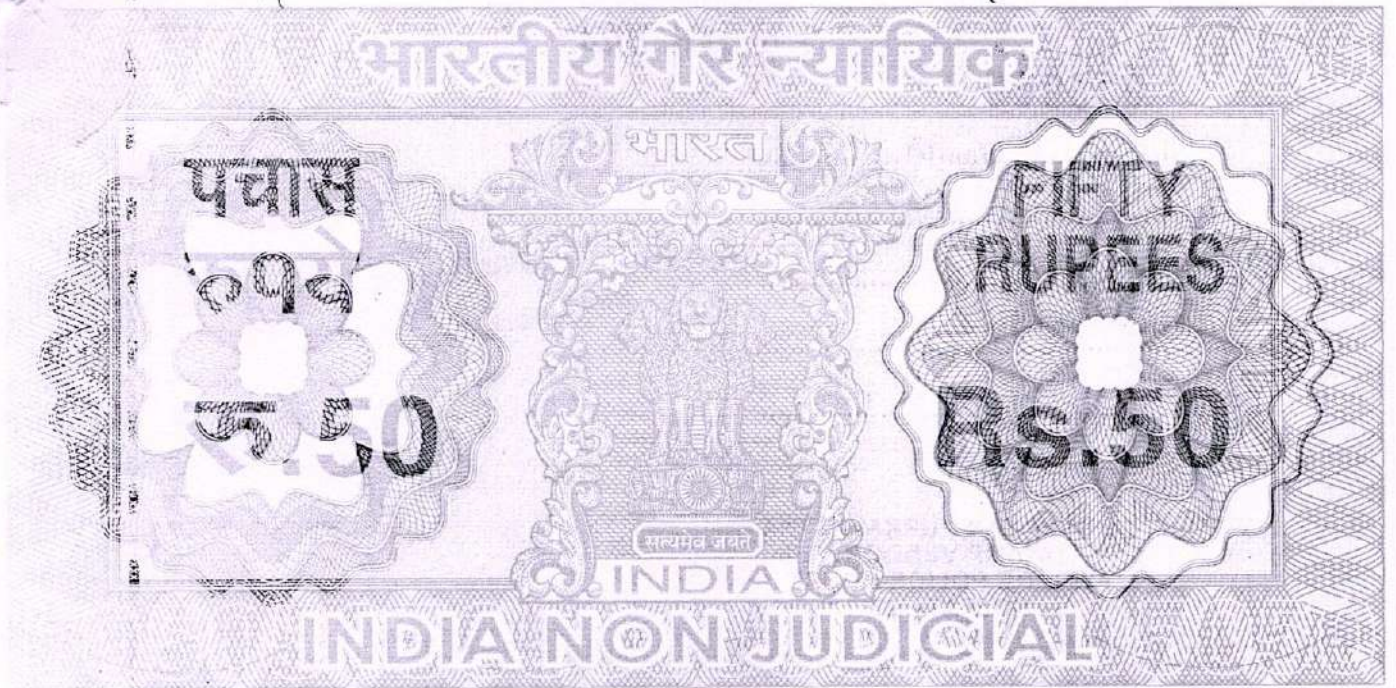


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DEVELOPMENT AGREEMENT
with
DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT with DEVELOPMENT
POWEWR OF ATTORNEY is made on the 13th day of February,
2023 (two thousand twenty three) **BETWEEN** (1) **SRI GAUTAM**
SAMADDAR (PAN- HYCPS3136N) and (2) **SRI AJOY SAMADDAR**
(PAN- DVAPS7084C), both sons of- Late Prafulla Ranjan Samaddar,
both by faith- Hindu, by occupation- Service & Business, by
nationality- Indian, residing at- 25/1, Mahendra Nath Sen Lane, P.O. &
P.S.- Regent Park, Kolkata- 700040, hereinafter jointly referred to as
the **LANDOWNERS**

13 FEB 2023

(which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their heirs, successors, executors, administrators, legal representatives, assigns) of the **ONE PART**

AND

I B CONSTRUCTION (PAN- AAJFI4590E) a Partnership Firm having its Office at- M.N. Sen Lane, Post Office & Police Station- Regent Park, Kolkata- 700040 and represented by its Partners namely (1) **SRI SUBHENDU INDU** (PAN- AAKPI5269D) son of- Late Anil Indu, by religion- Hindu, by occupation- Business, by nationality- Indian, residing at- 68A, Graham Road, P.S.- Jadavpur, Kolkata:- 700040 and (2) **SRI ARUP KUMAR BOSE** (PAN- AEHPB3857M) son of- Late Arun Kumar Bose, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at- 5/5, Bijoygarh, Regent Estate, Post Office- Regent Estate, Police Station- Netaji Nagar, Kolkata- 700092, hereinafter called as the **DEVELOPER** (which terms or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**

WHEREAS the Landowners herein are well seized and possessed and the joint owners of the land measuring about 1 (one) cottahs 14 (fourteen) chittacks 3 (three) sq. ft., morefully and particularly described in the First Schedule written hereunder;

AND WHEREAS by virtue of a registered Deed of Sale dated 13.03.1990, Kalyani Mukherjee, Sukumar Mukherjee and Amal Mukherjee jointly sold, transferred and conveyed the land measuring about 1 cottah 14 chittacks 3 sq. ft., morefully and particularly described in the First Schedule written hereunder to

Prafulla Ranjan Samaddar (the deceased father of the Landowners herein), the said Deed of Sale was registered before District Registrar, Alipore and recorded in Book No. I, Volume No. 87, Pages 211 to 217, Being No. 3816, for the year 1990;

AND WHEREAS after purchasing the said land Prafulla Ranjan Samaddar (the deceased father of the Landowners herein) mutated his name in the Assessment Records of Kolkata Municipal Corporation and after his death on 09.01.1997 (the wife of Prafulla Ranjan Samaddar pre-deceased him on 02.01.1990) his 5 (five) sons namely Mrityunjoy Samaddar, Baidyanath Samaddar, Gautam Samaddar, Kajal Samaddar, Ajoy Samaddar and 2 (two) daughters namely Tapati Mukherjee, Monika Roy – all 7 (seven) of them jointly inherited the said land measuring about 1 cottah 14 chittacks 3 sq. ft., morefully and particularly described in the First Schedule written hereunder;

AND WHEREAS on 06.02.2012, Mrityunjoy Samaddar, Baidyanath Samaddar, Tapati Mukherjee, Monika Roy jointly gifted their joint undivided 4/7th share in respect of the First Schedule land in favour of their 3 (three) brothers namely Gautam Samaddar, Kajal Samaddar, Ajoy Samaddar and thereby relinquished their share in respect of the First Schedule land, the said Deed of Gift was registered before A.D.S.R. Alipore and recorded in Book No. I, CD Volume No. 4, Pages 3706 to 3717, Being No. 930, for the year 2012;

AND WHEREAS by virtue of the above-mentioned Deed of Gift, Gautam Samaddar, Kajal Samaddar & Ajoy Samaddar jointly became the owners of the land total measuring about 1 cottah 14 chittacks 3 sq. ft., morefully and particularly described in the First Schedule written hereunder and after the demise of Kajal Samaddar on 15.04.2022 in an unmarried stage Gautam Samaddar & Ajoy Samaddar (both being the Landowners herein) jointly became the owners of the land

total measuring about 1 cottah 14 chittacks 3 sq. ft., morefully and particularly described in the First Schedule written hereunder and they subsequently mutated their names in the Assessment Records of Kolkata Municipal Corporation in respect of the said land at present the Landowners herein have been enjoying the joint ownership of the said land without any interferences from anyone;

AND WHEREAS the land which is being described hereinabove within these presents is situated under the Jurisdiction of Kolkata Municipal Corporation Ward No. 97, and the Landowners at present have been enjoying the said land as more fully described in the First Schedule hereunder written without any interruption and hindrances and the Landowners are thus in lawful possession of the said entire land and adversely to the interest of any body else and the Landowners have every right to deal with this land with any other person;

AND WHEREAS the Landowners are very much desirous to construct a building on maximum availability of FAR as per existing rule of Kolkata Municipal Corporation on their said First Schedule land and to do and to make construction of a new building/s on their said land, they have no such experience in the matter and so the Landowners approached the parties of Second Part herein to make construction of the new building as per building plan to be sanctioned by the Kolkata Municipal Corporation at their cost as well as specification annexed in Second Schedule hereto;

AND WHEREAS the parties of the Second Part herein have agreed to make the construction of the proposed new building/s in flat systems for residential and other purposes in exchange of getting their cost of construction and their remuneration for supervision of such construction in kind of flats after deducting or giving the

Landowners allocation as more fully described and mentioned hereunder written and it is appearing as consideration for the land as described in the First Schedule hereunder written.

AND WHEREAS the parties of the Second part herein shall get rest of the construction of said proposed building. It has been clearly mentioned and described hereunder that the parties of the Second part shall erect the entire proposed building at their cost and supervision and labour and thereafter they shall deliver the Landowners Allocations as mentioned herein to be erected as per annexed, specification as well as sanctioned building plan to be sanctioned by Kolkata Municipal Corporation and to meet up such expenses they shall collect the entire money from the sale of their portion to be sold to the interested parties from whom they shall collect entire cost of construction as well as cost of land in connection with the said flats.

AND WHEREAS the parties of the Second Part has agreed to do this project by constructing a building/s on the said land up to maximum height as per sanctioned building plan to be sanctioned by Kolkata Municipal Corporation at his cost and also providing for common areas and other facilities/amenities for the purpose of selling of flats /apartments as described hereunder, the parties of the Second Part shall get and enjoy all other flats of the proposed building/s to be constructed excluding the portions to be given to Landowners by the Developer on the following terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows:-

ARTICLE-I : TITLE, INDEMNITY & DECLARATION

- (i) The Landowners hereby declares that they have good and absolute right and title to the said premises without any claim,

right or interest of any person or persons claiming under or in trust for the owners and the owners have a good and marketable title to enter into this Agreement with the Developer and the Owners hereby undertakes to indemnify and keep indemnified the Developer against any and every part of claim action and demand whatsoever.

- (ii) The Developer shall construct and complete the building/s on the said premises in a proper and workman-like manner in terms of the sanctioned plan and as per Specifications of construction mentioned in the Second Schedule hereunder written.
- (iii) The Owners hereby assures and declares that there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 on the said premises.
- (iv) The Owners hereby also undertakes that the Developer shall be entitled to construct and complete the building on the said premises as agreed between the parties hereto and to retain the Developer's Allocation therein without any interference from the Owners or any person or persons claiming through or under or in trust for them.
- (v) It is clearly agreed and understood between the Owners and the Developer that entering into this Agreement for development of the building will not be construed any Partnership between the Owners and the Developer and forming of Association of persons involving the said premises and during the period of construction of the building/s, the Developer shall hold the possession of the said premises as licensee and not in any other capacity and the Owners and in the absence of the Owners the legal heirs of the Owners hereby jointly and severally declare and undertake that they shall not cancel this Agreement for any reason whatsoever.

ARTICLE- II: DEVELOPMENT RIGHTS

- (i) The Owners hereby grant exclusive right to the Developer to build upon and commercially use the said premises for construction of building or buildings in accordance with the Sanctioned plan or the revised plan to be sanctioned by the appropriate authority with such alterations or modifications as may be thought fit by the Developer with prior intimation to and consent of the Owners.
- (ii) All applications, plans and other papers and documents shall be submitted by the Developer in the name and as Lawful Constituted Attorney of the Owners and the Developer will pay all costs and fees required to be paid or deposited for revised sanction of the plan, if any, for the building/s and/or commercial use of the said premises, the Landowners will execute a registered Development Power of Attorney in favour of the Developer for smooth running of the constructing work.

ARTICLE-III: COMMENCEMENT

This Agreement shall be deemed to have come into effect from this day and all acts, deeds and things done by the Developer on the basis of the terms and conditions herein contained are ratified by this Agreement.

ARTICLE-IV: BUILDING

- (i) The Developer shall at its own costs construct the building on the said premises with 1st class building materials.
- (ii) The Developer shall also provide in the building facilities in terms of the sanctioned building plan or under any consequent sanctioned or approval relating to the construction of the building on the said premises.
- (iii) The building construction will be completed within **24 (twenty four) months** from the date of sanction of the building plan and starting of the construction work on the

First Schedule land – whichever is later, subject to Force-Majure clause. However, the Developer deserves the right to get a grace period of 6 (six) months, if the same is not completed within due period.

ARTICLE-V: SPACE ALLOCATION

On the basis of the total area comprised in the said First Schedule land and as per the rules and regulations of the Kolkata Municipal Corporation, it has been agreed that the said built up area shall be divided and allocated between the Owners and Developer hereinafter called "The Owners Allocation" and "The Developer's Allocation" wherein the Owners will be entitled to **2 (two) flats** out of which one two bedroom flat at the Ground Floor and one two bedroom flat at the Second Floor of the to be constructed building as per sanctioned building plan on the First Schedule premises and **rest flats** at the Ground Floor and Second Floor as well as the entire First Floor flats of the to be constructed building as per sanctioned building plan on the First Schedule premises will be allotted towards Developer's share of allocation. Apart from the above-stated allocations the Landowners herein will also get total amount of Rs.4,50,000/- (Rupees Four Lakh Fifty Thousand) only from the Developer as forfeited amount out of which Rs. 2,00,000/- on the date of signing and registration of this Agreement and rest Rs. 2,50,000/- at the time of getting their allocation.

PART-I

LANDOWNERS ALLOCATION

2 (two) flats of the to be constructed building on the First Schedule premises will be provided to the Owners. Be it clearly mentioned that the Owners will accept the possession of the Owners Allocation after the completion of work in a habitable condition by the Developer.

Immediately after completion of work of the Owners Allocation in a complete habitable condition the Developer will inform the same to the Owners by written notice requesting them to take the delivery of possession of the Owners Allocation fixing the date and time.

PART-II

DEVELOPER'S ALLOCATION

Balance/remaining Flats of the to be constructed building on the First Schedule premises flats and car-parking spaces other than the Owners Allocation.

Be it clearly mentioned that the Landowners and the Developer will execute a Specified Agreement within 30 days from the sanction of the building plan, whereby the proper demarcation of the Landowners and Developer's allocation will be done.

The Landowners shall be entitled to sell, transfer, let out or enter into any contract for sale or transfer of the Landowners Allocation. Similarly the Developer will also be entitled to sell, transfer, let out or enter into any Agreement in respect of the said Developer's Allocation.

No further consent or authority shall be required from the owner to enable the Developer to enter into any Agreement for Sale or transfer and/or letting out and/or to deal with the said Developer's Allocation and the Landowners hereby consent to the same.

ARTICLE-VI: CONSIDERATION AND PAYMENT

- (i) All costs, charges and expenses for construction and/or development of the proposed building shall be paid, borne and discharged by the Developer.
- (ii) In consideration of the Landowners having agreed to allow the Developer to develop the said premises and to appropriate the Developer's Allocation, the Owners shall not be liable to make any

payment on account of the Owner Allocation save and except what are mentioned in Article-IX (i).


- (iii) In consideration of the Developer bearing all costs, charges and expenses for construction and development of the proposed building on the said premises, the Developer shall not be liable or required to make any payment on account of the land/said premises/ Developer's Allocation.
- (iv) The Developer at their own cost and expenses already mutated the First Schedule land in the name of the Landowners herein from Kolkata Municipal Corporation.

ARTICLE-VII: LANDOWNERS OBLIGATION


- (i) The Landowners shall permit or allow the Developer the right to commercially exploit the said premises by causing building or buildings to be constructed at their own costs at the said premises subject to the terms and conditions herein contained.
- (ii) The Landowners will be responsible, if any dispute arises relating to their ownership in respect of the First Schedule land.
- (iii) The Landowners shall execute the Deed(s) of Conveyance in respect of the undivided proportionate share in the land attributable to the Developer's Allocation in favour of the Developer or their nominees in such part or parts as the Developer shall require only after payment of the entire Landowners Allocation to the Landowners.

ARTICLE- VIII: DEVELOPER'S OBLIGATION

The Developer shall carry out the construction work in a proper manner and shall deliver the Landowners their allocations within the time mentioned hereinabove.



ARTICLE- IX: COMMON FACILITIES

- (i) The Developer will pay all arrears, rates and taxes in respect of the First Schedule land from the date of execution of this Agreement and the Landowners and Developer upon completion of the building shall pay and bear all taxes and other dues and outgoings including the service and maintenance charges in respect of their respective allocations proportionately.
 - (ii) As soon as the building is completed and certified by the Architect to be fit for occupation, the Developer shall give written notice to the Landowners requesting them to take possession of the Landowners Allocations in the building and on and from the date of service of such notice and at all times thereafter the Landowners shall be exclusively responsible for payment of all Municipal and Land taxes, rates, duties and other public outgoings and maintenance charges whatsoever payable in respect of the Landowners Allocation, the rates to be apportioned pro-rata with reference to the saleable space if they are levied on the building as a whole.
 - (iii) The Landowners and the Developer shall punctually and regularly pay the said rates to the concerned authorities in consultation with each other and each of them shall keep indemnified the other against all actions, claims, demands, costs, charges, expenses, proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the Landowners/Developer.
 - (iv) The Landowners and Developers shall enjoy the common areas as mentioned in the Third Schedule hereunder and will also have to bear the common expenses as mentioned in the Fourth Schedule hereunder.
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ARTICLE- X:- MISCELLANEOUS

- i) "Force Majeure" shall mean the reasons beyond the Developer's control for giving possession of the Owner allocations to the Owner within the time period mentioned hereinabove, such as storm, tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air-raid, order of injunction or otherwise restraining development or construction at the said land by the Court of Law, Tribunal or Statutory Body, scarcity or no availability of building materials equipments or labourers, changes in laws for the time being in force resulting in stoppage of construction at the said land.
- ii) Nothing in these shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof or the building to be built thereon to the Developer or as creating any right, title or interest in respect thereof in the Developer other than an exclusive license to the Developer to commercially exploit the same as per mutually agreed plan or construction in terms hereof.
- iii) All taxes, khajnas and other dues in respect of the said premises for and up to the date of this Agreement shall be payable by the Landowners.
- iv) The parties hereto have agreed to register this instrument as and when required.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring 1 (one) cottah **14 (fourteen) chittacks 3 (three) sq. ft.** be the same or a little more or less, comprised in Mouza-Chandpur, J.L. No. 41, Dag No. 1418 (P) appertaining to Khatian No. 332, R.S. No. 40, Touzi No. 56, lying and situated at and being

KMC Premises No. 25/1, Mahendra Nath Sen Lane, Police Station-Regent Park, Kolkata-700040, Assessee No. 210970708054, within the limits of Ward No. 97, Kolkata Municipal Corporation, Sub. Registrar- Alipore, District-South 24 Parganas, which is butted and bounded as follows :-

ON THE NORTH :- By 25A, M.N. Sen Lane & 10ft. wide road.

ON THE SOUTH :- By 25/1A, M.N. Sen Lane.

ON THE EAST :- By 8 feet wide road.

ON THE WEST :- By 25/1B & 25/2/1, M.N. Sen Lane.

SECOND SCHEDULE ABOVE REFERRED TO

(Specifications of construction)

a. Foundation & Structures

As per choice of the Architect of the Developer.

b. Walls

- i. Putty will be given in the inside wall.
- ii. Attractive external finish with best quality cement paint.

c. Windows

Aluminum windows with large glass panes & grill.

Box window.

d. Doors

All doors will be of Flush doors.

e. Flooring

Vitrified Tiles Flooring.

f. Kitchen

- i. Coloured/designed ceramic tiles up to height of 2 ft.
- ii. Guddapha stone kitchen counter top
- iii. Provision for exhaust fan

g. Bathrooms

x jay sennadon

- i. Coloured/designed ceramic tiles up to height of 5 ft.
- ii. Concealed plumbing system using standard make pipes and fittings
- iii. White sanitary ware of ISI Mark with C.P. fittings
- iv. Provision for exhaust fan

h. Electricals

- i. PVC conduit pipes with copper wiring
- ii. 15 & 5 Amp Points one each in living room, bedrooms, bathrooms and kitchen
- iii. Electrical Calling Bell point at entrance of residential flats

i. Special Features

- i. Common Staff toilet in ground floor
- ii. Boundary walls with decorative grills and gate
- iii. Overhead tank
- iv. Roof treatment for water proofing.

THIRD SCHEDULE ABOVE REFERRED TO **(COMMON AREAS AND INSTALLATIONS)**

1. Paths, passages and driveways in the Building Complex earmarked by the Developer as common for all Unit Holders.
2. Staircase lobby and landings with stair cover on the roof of the new building/s.
3. Water pump with motor and with water distribution pipes save those inside any Unit to the overhead water tank of each building and room if any for installing the water pump and motor.
4. Underground Water Reservoir and Overhead water tanks with distribution pipes therefrom connecting to different units and from the underground water reservoir to the overhead tanks.

5. Electrical wiring and fittings and other accessories for lighting the staircase lobby and landings and other common areas.
6. Electrical installations including transformer (if any) for receiving electricity to supply and distribute amongst the Unit Holders with electrical room.
7. Water waste and sewerage evacuation pipes from the flats/ units to drains and sewers common to the building.
8. Drain and Sewerage Pipes from the Building Complex to the municipal duct.
9. Boundary walls and Main gate to the premises and building.

FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. All expenses for the maintenance, administration, repairs, replacement and renovation of the main structure and in particular the filter water and rain water pipes of the building water pipes and electric wire under or upon the building enjoyed or used by the Landowners, the Developer and all apartment owner of the building and the main entrance, landing stair case of the building as enjoyed by all the apartment owner with the Landowners and Developer in common as aforesaid and the boundary walls of the building compound etc. The costs of sweepers, electricians etc. for the common areas and facilities.
2. The Municipal taxes as levied or may be levied from time to time in respect of the whole of the building and all replacements improvements or additions or alterations of the common areas and facilities as described in Third Schedule hereinabove and all sums assessed against the apartment owner.

3. Costs of establishment and operations of the Association relating to the common purposes.
4. Litigation expenses incurred for the common purposes ;
5. Office Administrative over head expenses incurred for maintaining the office for common purposes;

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS WE (1) SRI GAUTAM SAMADDAR (PAN- HYCPS3136N) and **(2) SRI AJOY SAMADDAR** (PAN- DVAPS7084C), both sons of- Late Prafulla Ranjan Samaddar, both by faith- Hindu, by occupation- Service & Business, by nationality- Indian, residing at- 25/1, Mahendra Nath Sen Lane, P.O. & P.S.- Regent Park, Kolkata- 700040, being the joint owners of the land as described in the Schedule hereunder do hereby nominate, constitute and appoint **I B CONSTRUCTION** (PAN- AAJFI4590E) a Partnership Firm having its Office at- M.N. Sen Lane, Post Office & Police Station- Regent Park, Kolkata-700040 and represented by its Partners namely **(1) SRI SUBHENDU INDU** (PAN- AAKPI5269D) son of- Late Anil Indu, by religion- Hindu, by occupation- Business, by nationality- Indian, residing at- 68A, Graham Road, P.S.- Jadavpur, Kolkata:- 700040 and **(2) SRI ARUP KUMAR BOSE** (PAN- AEHPB3857M) son of- Late Arun Kumar Bose, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at- 5/5, Bijoygarh, Regent Estate, Post Office- Regent Estate, Police Station- Netaji Nagar, Kolkata- 700092, to be the true and lawful constituted Attorney for us in our names and on behalf of us to do all or any of the following acts, deeds and things:-

1. To hold and defend possession of the said premises and every part thereof (except Land Owners allocation) and receive and/or deliver

possession thereof from and/or to any person or persons occupying the same or desirous of purchasing the same and also to manage, maintain and administer the said premises every part thereof.

2. To demand, recover and receive consideration premium and/or rents, mense profits license fees, damages, electricity charges, service Municipal Taxes and Rates and all other sums or moneys receivable in respect of the said premises or any part thereof (except Land Owners allocation) any share or shares therein from the occupants/licensees/purchasers of the said premises and to make all just and reasonable allowance in respect thereof and to take all necessary steps whether by action, distress or otherwise to recover any sum of money in arrears in respect of the said premises from all or any one of more of the occupants/licensees purchasers of the said premises or any portion or portions thereof and to raise bills and grant, valid, receipt and discharges therefore without making us liable which shall fully exonerate the persons paying such money.
3. To pay all rents and taxes, charges expenses and other out goings whatsoever payable for or an account of the said premises or any portion thereof or any undivided share or shares therein and to ensure any building thereon against loss or damages by fire and/or other risks as be deemed necessary and/or desirable by our said Attorney and to pay all premium for such insurance.
4. To sign and give any notice to any occupier of the said premises or trespassers or any portion thereof to quit or to repair or to abate any nuisance or to make remedy and breach of covenant and/or for any other purpose whatsoever.
5. To enter upon the said premises and every part thereof as be desired to view the state or repairs thereof and to require any

occupier/licensees/purchaser as a result of such view to remedy any want of repairable any nuisance.

6. To enforce any covenant in any Agreement, Sale Deed, Declaration and/or License or Tenancy Agreement or any other document relating to the said premises or any part thereof (except Land Owners allocation) and if any right to re-enter arises in any manner under each covenants or under Notice to quit them to exercise such rights, amongst others.
7. To warn off and prohibit and if necessary proceed against in due form of law against all trespasses on the said premises or any part thereof for taking possession and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and for such to enter into all contracts or arrangement with the trespassers.
8. To appoint and terminate the appointment of Architect and to get prepared plans for demolition, construction and/or reconstruction of and/or additions and/or alteration to any new or existing Building or Buildings or Structures on the said premises or any portion or portions thereof.
9. To make sign and verify all plans, applications or objections to appropriate authorities for all and any License permission or consent etc. required by law in connection with management of the property or properties mentioned in Schedule below.
10. To effect mutation or separation of holding in the Revenue in Settlement Offices or Competent Authorities and sign all applications or objections or hearing and swear Affidavits relating to mutation or any other purpose in our names and on our behalf.

11. To appear for and represent before the Board of Revenue, Collector any District Sub-Divisional Officer, any Magistrate Judge, Munsiff, Kolkata Municipal Corporation, Improvement Trust, K.M.D.A. Fire Brigade, Commissions of any Division on all matter and things relating to estate or its affairs.
12. To sign, appear before and execute all formalities to submit plan, before the Kolkata Municipal Corporation.
13. To pay fees, obtain sanction for principal plan and/or allocation and modification of plan and to take delivery of the same and such other orders and permissions from the necessary authorities including the Kolkata Municipal Corporation be expedient for sanctioning and/or modification and/or alterations of plans and also to submit and take deliver of title deeds concerning the said premises documents as be required by the necessary authorities.
14. To build upon and exploit commercially the said premises by making construction of building or buildings, thereon and for that to arrange by us take down demolish structure of whatsoever nature existing thereon or as may be constructed in future.
15. To appoint any Contractor/Sub-Contractor for construction work or building thereon and to cancel the same and engage new contractor to be done by her own discretion as if our do the same personally.
16. To apply for and obtain such certificate, permissions and clearance including certificate and/or permissions from Govt. of West Bengal Housing Department under the Income Tax Act or other law relating to Revenue and/or Land and/or Building both Urban and Rural as may be required for execution and/or

Registration of any Sale Deed, lease deed, mortgage deed or other documents (except Land Owners allocation) of transfer of her allocation as mentioned in the Development Agreement concerning the said premises and also to appear before and sign and submit all papers and submit all papers and documents and make representations to the necessary authorities for getting such certificate and/or permissions.

17. To negotiate on terms for and to agree and to sell the said space/spaces with flats and/or proportionate land to be lying or situate with common space and car parking space /spaces/share etc. in the premises except our allocation as mentioned in the Indenture of even dated to any Purchaser or Purchasers either for space, proportionate share of land and/or space with super structures and/or flat or flats as such price which the said Attorney in her absolute discretion think proper.
18. To collect the maintenance charges, service charges or whatsoever charges from the intending Purchaser or Purchasers as they thinks fit.
19. To agree upon and to enter into any Agreement or Agreements and /or for to any party or portions or Firm and Company sale or sales of space or spaces with super structures or flats proportionate share of land and/or cancel and repudiate the same with the intending Purchaser or Purchasers except our allocation as mentioned in Indenture including Development Agreement.
20. To receive from the Intending Purchaser or Purchasers any booking money and/or earnest money or advance or advances and also the balance of the purchase money in respect of

Developers Allocation only and to give good valid receipt and discharges for the same without making us liable which will protect the Purchaser or Purchasers.

21. Upon such receipt as aforesaid in our names and as our act and deed to sign and to execute and to deliver any Conveyance or Conveyances for the selling of proportionate share of land and/or flat/flats and/or space with super structures and/or flat/flats/space proposed to be constructed in respect of Developers Allocation only and maintenance and easement rights of the common areas of the proposed selling of space /flat/proportionate share of land in favour of the Purchaser or Purchasers or their nominee or nominees our said Attorney also join as vendor in the Conveyance or Conveyances of the proposed sale if the said Attorneys receipt and acknowledge the advance and/or booking money and/or earnest money and/or full consideration money from the intending Purchaser or Purchasers in our names be treated as receipt and respectively from the Intending Purchaser or Purchasers. Save and except our allocation as mentioned in Indenture made between the parties.
22. To sign and execute all other deeds, instruments and assurance which ~~he~~ shall consider necessary and to enter into and/or agree to such covenant and condition as may be required for fully and effectually conveying the said proportionate share of land flat /flats, flat/space in respect of Developers Allocation only together with the easement right of the common passage as ourselves to personally present.
23. To prepare sign, execute, submit, enter into modify cancel, alter, draw approve present for registration and admit

registration of all papers, documents, deeds, contractors, agreement, tenancy Agreement, Surrender Deed, Cancellation Deed, Nomination Deed, Rectification Deed, Declaration, Affidavit applications consent and other documents as may in any way be required to be so done for or in connection with all or any of the powers herein contained including sale except Owners allocation, assignment, tenancies and/or leave and license, permissions of the said premises and every or any part thereof and the termination of all contracts rights of occupancy user and/or enjoyment by any person or persons whatsoever and also in connection with observing fulfilling and performing all the terms, conditions and covenants on our part to be observed fulfilled and performed under the said Development Agreement.

24. To commence, prosecute enforce, defend answer or oppose all actions and other legal proceedings and demand touching any of the matters aforesaid or any other matter relating to the said Premises in which our is now or may hereafter be interested or connected and also if though fit, give evidence and compromise refer to Arbitration abandon, submit to judgement or before non-suited in any such action or proceedings as aforesaid before any Court Civil or Criminal or Revenue including the Rent Controller, District Court and Small Causes Court.
25. To appear and represent before any court including Hon'ble High Court and also Tribunals for and on our behalf and to appoint and engage Advocate for instituting or defending any suit or proceedings in court of Law and to sign all complaints, applications, petitions, written statements, etc., and to affirm

any affidavit on our behalf and in doing it, may appoint Lawyer and to pay fees and charges and sign the Vakalatnama on our behalf for the purpose of the same in respect of the said property described in the Schedule hereunder.

26. To receive any payment and/or deposit all monies including the Court Fee, Stamp Duty, Rectification Fees, receive refunds and in receive and grant, valid, receipts and discharge in respect thereof.
27. For the better and more effectually executing the powers or authorities aforesaid to retain and employ Solicitors, Architects Mukhters and/or debt collecting or other agents.
28. To institute conduct and defend all proceedings for acquisition and/or requisition in respect of the said Premises or any part thereof and to receive compensation payable in respect thereof in respect of Developer's Allocation only and also to grant, valid, receipts and discharges thereof.
29. To appear and represent as before all authorities make commitments and give undertakings as be required for all or any of the purpose herein contained.
30. To appear before the Kolkata Municipal Corporation and/or other Authorities regarding the Tax Assessment or in any other way relating to the said Premises or any portion thereof or any undivided share or shares therein.
31. To observe fulfill and perform all the terms, conditions and obligations on our part to be observed fulfilled and performed under the said Developer's Agreement and to exercise all our rights therein.

32. To appoint and/or terminate the appointment from time to time and to make other or others of any substitute or substitutes for exercising all or any of the authorities herein above contained.
33. This Power of Attorney shall remain restricted only for the Development of the said property mentioned in Schedule hereunder and construction of the proposed building and Agreements for Sale and Sale Deeds in respect of only Developer's share of Allocation at the said premises as per the said Development Agreement.

AND GENERALLY to do all acts, deeds and things concerning the said Premises or in any part thereof and for better exercise of the authorities herein contained which WE could have lawfully done under our own hands and seals, if personally present.

IN WITNESS WHEREOF the parties have put their respective signature hereto the day, month and year first above written.

WITNESSES

1. Alok Kundra
11/6 N.N. Ghosh Lane
P.O. Regent Park
Kol Kata - 40.

Sanjay Samadhar
Ajay Samadhar

SIGNATURE OF THE LANDOWNERS

2. Santanu Kundu
123, T.M.C. ROAD
KOL- 700041

IB CONSTRUCTION
Silbhachar
Arup Kumar Bose
PARTNER

SIGNATURE OF THE DEVELOPER

SPECIMEN FORM FOR TEN FINGER PRINTS



Ajoy Senaddey

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Anantan Senaddey

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Subimal Pal

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Anup Kumar Bose

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

MEMO OF RECEIPT

Received an amount of **Rs.2,00,000/- (Rupees Two Lakh)** only from the Developer herein as forfeited amount in the following manner:-

Cheque No.	Bank	Date	Amount
512328	Bank of Baroda	13/2/23	Rs 1,70,000/-
512329	By Cash Do	13/2/23	Rs 30,000/-
			<u>Rs. 2,00,000/-</u>

Ajoy Samadder

WITNESSES

1. Alok Kunder Anantam Samadder.
Ajoy Samadder
2. Santanu Mondal

SIGNATURE OF THE LANDOWNERS

Drafted by:-

Dibakar Bhattacharjee.
Dibakar Bhattacharjee

Advocate,

High Court, Calcutta.

WB-359/2001



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

WB/23/109/222114



নির্বাচকের নাম : মানস চক্রবর্তী
Elector's Name : Manas Chakrabarti
পিতার নাম : মানিক চক্রবর্তী
Father's Name : Manik Chakrabarti
লিঙ্গ/Sex : পুং/ M
জন্ম তারিখ : 02/01/1977
Date of Birth :

WB/23/109/222114

ঠিকানা:
ডালুয়া নবপল্লী রাজপুর সোনারপুর, সোনারপুর, দক্ষিণ 24
পারগানা-700152

Address:
DHALUYA NABAPALLI, RAJPUR
SONARPUR, SONARPUR, SOUTH 24
PARGANAS-700152

Date: 03/12/2013

151-সোনারপুর উত্তর নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন
আধিকারিকের স্বাক্ষরের অনুলিপি
Facsimile Signature of the Electoral
Registration Officer for
151-Sonarpur Uttar Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় জেটার সিনে নাম তোলার ও একই
নম্বরের নতুন সঠিক পরিচয়পত্র পাওয়ার জন্য নির্দিষ্ট ফর্মে এই
পরিচয়পত্রের নথিটি উল্লেখ করুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

0830540

Manas Chakrabarty.

Major Information of the Deed



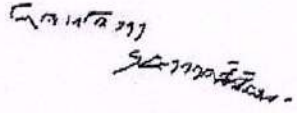


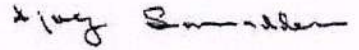
Deed No :	I-1603-02052/2023	Date of Registration	13/02/2023
Query No / Year	1603-2000322941/2023	Office where deed is registered	
Query Date	07/02/2023 9:40:19 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Dibakar Bhattacharjee High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831072514, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 4,50,000/-]		
Set Forth value	Market Value		
Rs. 1,00,000/-	Rs. 25,36,875/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,071/- (Article:48(g))	Rs. 4,560/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahendra Nath Sen Lane, , Premises No: 25/1, , Ward No: 097 Pin Code : 700040

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		1 Katha 14 Chatak 3 Sq Ft	1,00,000/-	25,36,875/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
Grand Total :					3.1006Dec	1,00,000 /-	25,36,875 /-	






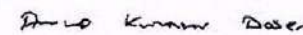
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Gautam Samaddar Son of Late Prafulla Ranjan Samaddar Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	13/02/2023		LTI 13/02/2023	13/02/2023
25/1, Mahendra Nath Sen Lane, City:- , P.O:- Regent Park, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: HYxxxxxx6N,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office				
2	Name Mr Ajoy Samaddar Son of Late Prafulla Ranjan Samaddar Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office	Photo 	Finger Print 	Signature 
	13/02/2023		LTI 13/02/2023	13/02/2023
25/1, Mahendra Nath Sen Lane, City:- , P.O:- Regent Park, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: DVxxxxxx4C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 13/02/2023 , Admitted by: Self, Date of Admission: 13/02/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	I B CONSTRUCTION M.N. Sen Lane, City:- , P.O:- Regent Park, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 , PAN No.:: AAxxxxxx0E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Subhendu Indu Son of Late Anil Indu Date of Execution - 13/02/2023, , Admitted by: Self, Date of Admission: 13/02/2023, Place of Admission of Execution: Office			
	Feb 13 2023 12:04PM	LTI 13/02/2023	13/02/2023	
68A, Graham Road, City:- , P.O:- Regent Park, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx9D,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : I B CONSTRUCTION (as Partner)				
2	Name	Photo	Finger Print	Signature
	Mr Arup Kumar Bose (Presentant) Son of Late Arun Kumar Bose Date of Execution - 13/02/2023, , Admitted by: Self, Date of Admission: 13/02/2023, Place of Admission of Execution: Office			
	Feb 13 2023 12:05PM	LTI 13/02/2023	13/02/2023	
5/5, Bijoygarh,, City:- , P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx7M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : I B CONSTRUCTION (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Manas Chakraborty Son of Mr Manik Chakraborty Nabapally, City:- , P.O:- Panchpota, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700152			
13/02/2023	13/02/2023	13/02/2023	

Identifier Of Mr Gautam Samaddar, Mr Ajoy Samaddar, Mr Subhendu Indu, Mr Arup Kumar Bose

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Gautam Samaddar	I B CONSTRUCTION-1.55031 Dec
2	Mr Ajoy Samaddar	I B CONSTRUCTION-1.55031 Dec

On 13-02-2023

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 11:51 hrs on 13-02-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Arup Kumar Bose ,.

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 25,36,875/-

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

Execution is admitted on 13/02/2023 by 1. Mr Gautam Samaddar, Son of Late Prafulla Ranjan Samaddar, 25/1, Mahendra Nath Sen Lane, P.O: Regent Park, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession Service, 2. Mr Ajoy Samaddar, Son of Late Prafulla Ranjan Samaddar, 25/1, Mahendra Nath Sen Lane, P.O: Regent Park, Thana: Regent Park, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession Business

Indetified by Mr Manas Chakraborty, , , Son of Mr Manik Chakraborty, Nabapally, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Others

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

Execution is admitted on 13-02-2023 by Mr Subhendu Indu, Partner, I B CONSTRUCTION (Partnership Firm), M.N. Sen Lane, City:- , P.O:- Regent Park, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040

Indetified by Mr Manas Chakraborty, , , Son of Mr Manik Chakraborty, Nabapally, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Others

Execution is admitted on 13-02-2023 by Mr Arup Kumar Bose, Partner, I B CONSTRUCTION (Partnership Firm), M.N. Sen Lane, City:- , P.O:- Regent Park, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040

Indetified by Mr Manas Chakraborty, , , Son of Mr Manik Chakraborty, Nabapally, P.O: Panchpota, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,560.00/- (B = Rs 4,500.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 39.00/-, by online = Rs 4,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2023 11:05AM with Govt. Ref. No: 192022230293159428 on 13-02-2023, Amount Rs: 4,521/-, Bank: SBI EPay (SBlePay), Ref. No. 9773646394427 on 13-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,071/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 5,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 39046, Amount: Rs.50.00/-, Date of Purchase: 19/01/2023, Vendor name: T K Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/02/2023 11:05AM with Govt. Ref. No: 192022230293159428 on 13-02-2023, Amount Rs: 5,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9773646394427 on 13-02-2023, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

