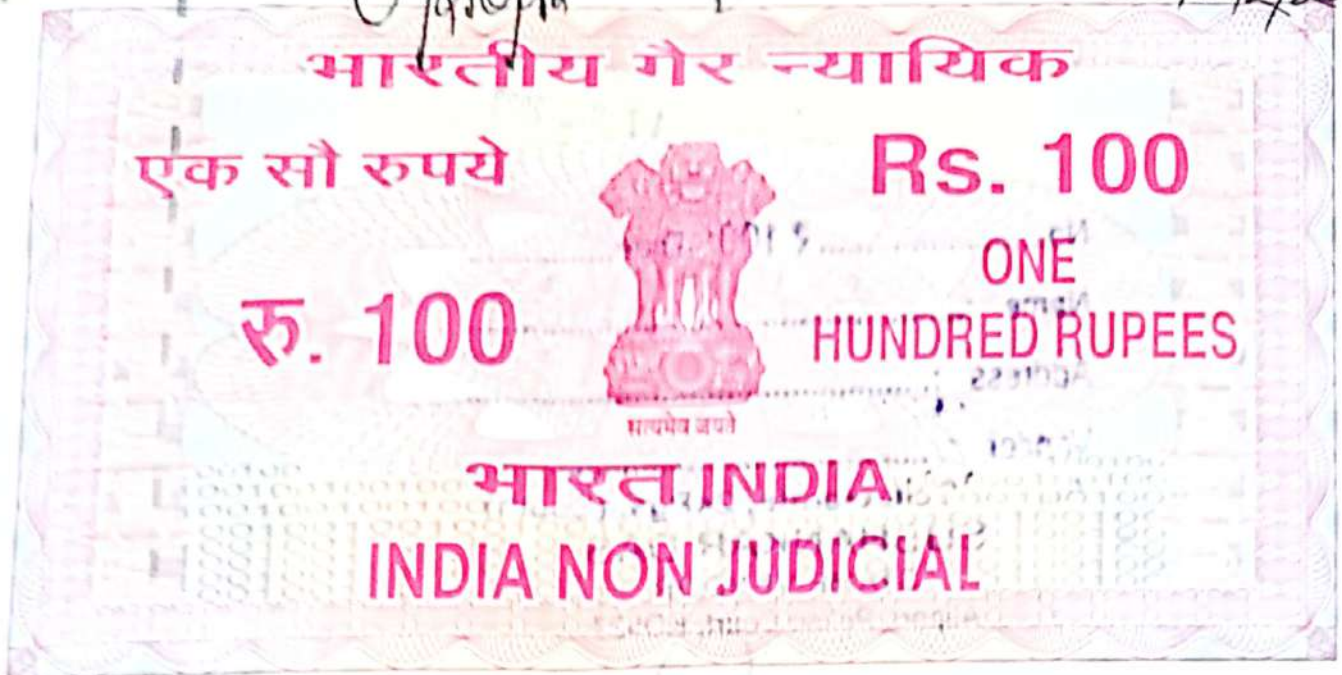


09/08/23

I-9549/23



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AP 341561

17/07/2023  
Q-2001805675/2023  
7-40 P.M.

I warrant that the document is submitted for registration. The signature above and the non-judicial stamp attached with the document are the part of this document.



**AGREEMENT FOR DEVELOPMENT WITH DEVELOPMENT  
POWER OF ATTORNEY**

**THIS AGREEMENT FOR DEVELOPMENT & DEVELOPMENT  
POWER OF ATTORNEY** is made this the 17th day of July Two  
Thousand Twenty Three (2023) **BETWEEN**

10 Pm  
7/23

17 JUL 2023

10519

No. \_\_\_\_\_ ₹ 100/- Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Village \_\_\_\_\_

Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, KO-27

Admission  
Alipore Police Court  
Kolkata-27

Post Stamp

7608

Post Stamp

7600

Post Stamp

7601

Postage Stamp

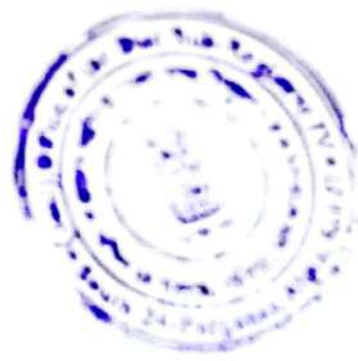
7602

L.T. Govt. Bungalow  
Kolkata - 27



7603

Tharua Dhar



(1) SRI PRAN KRISHNA ROY, (PAN-EZFPR6698K & Aadhaar No. 2472 5033 3324) son of Late Radhika Ranjan Roy, by occupation-Retired, (2) SMT. PUSHPA KAYAL nee ROY, (PAN-CNXP3984K & Aadhaar No.7311 8629 1837) wife of Sri Sudarshan Kayal and daughter of Late Jiban Krishna Roy, by occupation-Housewife, (3) MISS ANJALI ROY, (PAN-EWWPR3610F & Aadhaar No.6115 5635 4158) daughter of Late Jiban Krishna Roy, by occupation-Household work, (4) SMT. JHARNA DHAR nee ROY, (PAN-GBOPD3609B & Aadhaar No.8792 4103 3539) wife of Sri Himanil Dhar & daughter of Late Jiban Krishna Roy, by occupation-Housewife, (5) SMT. APARNA GHOSH nee ROY, (PAN-DILPG8788M & Aadhaar No.2949 4207 0284) wife of Sri Barun Ghosh & daughter of Late Jiban Krishna Roy, by faith Hindu, Indian, by occupation-Housewife, (6) SRI ARUP ROY, (PAN-ARVPR2575B & Aadhaar No.2929 1104 9624) son of Late Jiban Krishna Roy, by occupation-Business, (7) MISS MITA ROY, (PAN-BNDPR2033M & Aadhaar No.5924 2225 2777) daughter of Late Jiban Krishna Roy, by occupation-Household work, all by faith-Hindu, Indian, all residing at 70, Vivekananda Sarani, P.O. Haltu, P.S. Kasba now Garfa, Kolkata-700078, hereinafter referred to as the 'OWNERS' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns ) of the **FIRST PART**:

**AND**

**R.S. CONSTRUCTION**, (PAN-ABAFRC6912P) a Partnership firm, having its office at 210, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, represented by one of its Partners **MISS REETI SAFUI** (PAN-JKLPS3714P & Aadhaar No.2466 2972 3566), daughter of



Late Rana Safui, by faith - Hindu, Indian, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, hereinafter referred to as the 'DEVELOPER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART:**

WHEREAS by a Deed of Partition, dated 04.03.1965 registered in the office of Sub-Registrar at Alipore and recorded in Book No.I, Volume No.44, page from 131 to 134, Deed No.1732 for the year 1965, made between Sri Parbati Charan Roy, son of Late Ramlal Roy, Sri Radhika Ranjan Roy, son of Late Narendra Chandra Roy, Sri Satish Chandra Ghosh, son of Late Krishna Chandra Ghosh and the said Sri Radhika Ranjan Roy, as the Second Party was exclusively allotted ALL THAT piece and parcel of land measuring  $13\frac{1}{3}$  Decimals more or less out of 40 Decimals, of C.S. Dag No.1915, 1916, 1943, under to C.S. Khatian No.57 & 413, Land measuring  $14\frac{2}{3}$  Decimals more or less out of 44 Decimals of C.S. Dag No.1913 under C.S. Khatian No.661, 662, Land measuring 7 Decimals more or less out of 21 Decimals of C.S. Dag No.1914, under to C.S. Khatian No.365, situated at Mouza-Garfa, J.L. No.19, Pargana-Khaspur, R.S. No.2, Touzi No.10, 12 & 13, under P.S. formerly Tollygunge then Kasba now Garfa, now within the limits of the Kolkata Municipal Corporation, Ward No.106, Sub-Registry/ A.D.S.R. office at Sealdah, in the District of 24-Parganas, since South 24-Parganas, marked with Plot No.B and described in the Second Schedule of the said Deed of Partition.

AND WHEREAS by a Deed of Sale, dated 04.11.1968, registered in the office of Jt. Sub-Registrar at Alipore and recorded in Book No.I, Volume

No.124, page from 80 to 83, Deed No.6442 for the year 1968, the said Sri Radhika Ranjan Roy sold, transferred and conveyed the said land, unto and in favour of his two sons Sri Jiban Krishna Roy, since deceased and Sri Pran Krishna Roy, the Owner no.1 herein.

AND WHEREAS the said Sri Jiban Krishna Roy, since deceased and Sri Pran Krishna Roy time to time sold some portion of the said land and in due course of time a quantum of land had been exhausted for the purpose of widening the common passage and lastly they became the owners of balance land measuring 14 Cottah more or less, comprised in C.S. Dag No.1913 & 1914 appertaining to C.S. Khatian No.661, 662 & 365 corresponding to R.S. Dag No.2227 & 2228 under R.S. Khatian No.752, 753 & 336, at Mouza-Garfa, more fully described in the First Schedule hereunder written, each having  $\frac{1}{2}$  share therein and mutated their names in the office of Kolkata Municipal Corporation in respect of the said land, which has since been known and numbered as KMC Premises No.36, Mahendra Mondal Road, Assessee No.31-106-11-0036-6, Kolkata-700078, upon payment of rates and taxes thereto and time to time constructed a dwelling house on the said land or part thereof.

ANDWHEREAS while the said Sri Jiban Krishna Roy enjoyed  $\frac{1}{2}$  share in the said property died intestate on 22.04.2006, leaving behind him surviving his wife Smt. Gita Roy, since deceased, one son Sri Arup Roy (Owner no.6), and five daughters Smt. Pushpa Kayal, Miss Anjali Roy, Smt. Jharna Dhar nee Roy, Smt. Aparna Ghosh nee Roy and Miss Mita Roy, ( the owner no.2 to 7 herein) as his only legal heirs and successors, who jointly inherited the said property left by the said deceased, as per Hindu Succession Act.1956.

AND WHEREAS the said Smt. Gita Roy, died intestate on 17.04.2009, leaving behind her said one son and five daughters, the Owners No.2 to 7 herein, as her only legal heirs and successors.

AND WHEREAS after causing survey, it was found that the said land in physical measuring 11 Cottah 10 Chittak 22.239 sq.ft. be the same a little more or less and land measuring 2 Cottah 5 Chittak 22.761 sq.ft. has been encroached with the adjacent road/common passage, and thus the Owners herein jointly seized and possessed of land measuring 11 Cottah 10 Chittak 22.239 sq.ft. be the same a little more or less, together with one storied building standing thereon, more fully described in the First Schedule hereunder written.

AND WHEREAS the Owners herein entered into an Agreement for Development, dated 01.03.2023 registered in the office of District Sub-Registrar-III, at Alipore and entered into Book No.I, Volume No.1603-2023, page from 93785 to 938347, Deed No.160303168, for the year 2023, with a Developer namely **M/S. A.M.B Construction**, a Proprietorship firm, having its office at 19/1, Kalitala Road, P.S. Garfa, P.O. Haltu, Kolkata-700078, represented by its Proprietor **Mrs. Mita Naskar**, wife of Late Bibhas Chandra Naskar, residing at 19/1, Kalitala Road, P.S. Garfa, P.O. Haltu, Kolkata-700078, for construction of a multi storied building, under certain terms and conditions contained therein and also registered a Development Power of Attorney, dated 01.03.2023, registered in the office of District Sub-Registrar-III, Alipore and entered into Book No.I, Volume No.1603-2023, page from 92994 to 93022, Deed No.160303137, for the year 2023 unto and in favour of the said Developer.



**AND WHEREAS** due to some unavoidable circumstances, the said Developer could not perform the work as stated in the said Agreement and the Owners and the said Developer cancelled the said Agreement for Development and Development Power of attorney, by executing a Cancellation of Agreement for Development, dated 17.07.2023 registered at D.S.R.-IV, Alipore, vide Book No.I, Being No. .... for the year 2023 and Cancellation of Development Power of Attorney, dated 17.07.2023 registered at D.S.R.-IV, Alipore, vide Book No.I, Being No. .... for the year 2023.

**AND WHEREAS** thus the Owners herein jointly seized and possessed of land measuring 11 Cottah 10 Chittak 22.239 sq.ft. be the same a little more or less, together with one storied building standing thereon, more fully described in the First Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

**AND WHEREAS** the Owners are desirous of constructing a G+IV storied building on the said land after demolition of the existing structure; but due to inexperience, the Owners have placed their offer to the Developer to entrust the development work with some terms and conditions and the Developer herein being satisfied regarding the right, title and interest of the said property accepted the said offer of the Owners herein under the following terms and conditions.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed and declared by and between the parties hereto as follows:-

That in this agreement unless anything appears to be repugnant to the subject or context:-

## ARTICLE – I : DEFINITION

- 1.1 OWNERS: shall mean and include the party of the First Part and their respective heirs and successors.
- 1.2 DEVELOPER: shall mean and include the Party of the Second Part and his heirs, executors, administrators, legal representatives and assigns.
- 1.3 SAID PROPERTY: shall mean and include the land measuring 11 Cottah 10 Chittak 22.239 sq.ft. be the same a little more or less, together with one storied building standing thereon, having its total covered area 450 sq.ft., situated at Mouza-Garfa, J.L. No.19, Pargana-Khaspur, R.S. No.2, Touzi No.10,12 & 13, comprised in C.S. Dag No.1913 & 1914 appertaining to C.S. Khatian No.661, 662 & 365 corresponding to R.S. Dag No.2227 & 2228 under R.S. Khatian No.752, 753 & 336, being Premises No.36, Mahendra Mondal Road, Assessee No.31-106-11-0036-6, Kolkata-700078, under P.S. Kasba now Garfa, now within the limits of the Kolkata Municipal Corporation, Ward No.106, Sub-Registry/A.D.S.R. Sealdah, in the District of South 24-Parganas, fully described in the First Schedule hereunder written.
- 1.4 NEW BUILDING: shall mean and include such G+IV storied building shall be approved by the Developer herein in respect of the said property to be constructed on the said land.
- 1.5 COMMON FACILITIES: shall mean and include corridors, stair-case, ways, landing, roof common passage, boundary wall, water reservoir, water tank, pump motor, electrical and sanitary installations, fittings etc. and roof of the building and other facilities required for common enjoyment of the new building.
- 1.6 OWNERS' ALLOCATION: shall mean and include, the Owners herein shall be entitled to get **entire Third floor, 50% of First floor back side**



and **50% of Fourth floor** front side and **one shop room** and **four car parking spaces**, each measuring about 120 sq.ft. more or less on **ground floor** of said proposed G+IV storied building together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building.

- 1.7 **DEVELOPER'S ALLOCATION** : shall mean and include save and except the Owners' allocation, the Developer herein shall be entitled to get **entire Second floor**, **50% of First floor front side** and **50% of Fourth floor back side** and remaining Shop Room, Office Room and Car Parking Spaces on ground floor area of the proposed G+IV storied building together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building.
- 1.8 **BUILDING PLAN**: shall mean and include the plan approved by the parties hereto for construction of the said new building and/or modified plan as may hereafter be approved by the parties hereto.

#### **ARTICLE -II: DATE OF COIMMENCEMENT**

2.1 This agreement shall be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developer's allocation is sold or transferred to the intending purchasers.

#### **ARTICLE -III: OWNERS' REPRESENTATION**

3.1. The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled in respect of the landed property, more particularly described in the First Schedule hereunder written free from all encumbrances and have not entered into any agreement or contract with any person or persons in respect of the said property and have not received any advance or part payment thereof.

3.2. The said land is not affected by any Scheme of acquisition or requisitioned of the State/Central Govt. or any local body/authority and the same has a clear and good marketable title therein.

#### **ARTICLE-IV: DEVELOPER'S REPRESENTATION**

4.1 The Developer have sufficient knowledge and experience in the matter of development/construction of immovable properties and construction of new building and also arrangement of sufficient funds for carry out the work of development of the said property and/or construction of the said new building.

#### **ARTICLE-V: DEVELOPMENT WORK**

5.1 The Owners hereby appoint the Party of the Second Part as the Developer and/or contractor, which the Developer hereby agreed and accept.

5.2 The Developer shall carry on or cause to be carried out the work of development in respect of the said property by constructing the building, having several self contained flats on the Ownership basis and will sell the flats and spaces together with undivided proportionate share or interest in the land of the new building in favour of the prospective purchaser or purchasers except the Owners' allocation.

#### **ARTICLE -VI: DEVELOPER'S COVENANTS**

6.1 The Developer shall at her own expenses shall complete and/or cause to be completed the construction of the said new building and deliver the said Owners' allocation as stated hereinbefore within the **36 (Thirty Six) months** from the date of Sanction Building Plan, to be sanctioned by the Kolkata Municipal Corporation.



6.2 The Development of the said property and/or construction of the proposed new building shall be made by the Developer on behalf of the Owners or on account of the Developer himself or on account and/or on behalf of the intending purchaser or purchasers of the flats and spaces in the new building.

6.3 The Developer at its own costs and expenses apply for and obtain all necessary sanction and/or permission or No Objection Certificate from the appropriate authorities as may from time to time be necessary for the purpose of carrying out the work of development of the said property.

6.4 The Developer shall at its own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as may be required at the said building, but for supply of electricity in the new building, the Developer will apply to the electricity supply authority for obtaining the main connection or main meter and the said meter will be the common meter for all the occupiers of the proposed building, the individual meter to be installed at the cost of the Owners and/or intending purchasers and the Developer will co-operate for such installation of meter in their names.

6.5 That the Developer shall bear and pay one shifting, **Rs.11,000/-** (Rupees Eleven Thousand) only per month to the family members i.e total two shifting **Rs.11,000/-** (Rupees Eleven Thousand) only each of Owners herein from the date of starting construction upto the delivery of Owners' allocation of the proposed building, for the purpose of alternative accommodation during the period of construction of the proposed building.



## ARTICLE-VII: OWNERS' COVENANTS

7.1 The Owners shall grant execute and issue a Development Power of Attorney in favour of the Developer authorising and/or empowering the Developer to do all acts, deeds matters and things necessary for completion of the works of development of the said property and/or construction of the said proposed new building and/or to sell the flats and spaces as per terms of this agreement.

7.2 The Owners shall be bound if so required by the Developer, sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declaration to enable the Developer to apply for and obtain electricity, sewerage, water and other public utility services in or upon the said new building and/or to co-operate the developer for modification and/or rectification to the plan and for all of these acts, deeds and things the Owners shall grant power of Attorney in favour of the Developer.

7.3 The Owners shall not in any manner obstruct the carrying out of the Development of the said property and/or construction of new building in or upon the said land as herein agreed. Moreover the Owners shall have no right to claim anything except the Owners' allocation in the said building.

7.4 The Owners deliver the original title deed and all other relevant papers and documents to the Developer for selling and transferring the said Developer's allocation and the Developer herein retain the said original papers and documents so long the said Developer's allocation is sold to the intending Purchaser or purchasers.

7.5 All the flats and other spaces of the proposed new building to be erected and sold by the Developer except the Owners' allocation with the proportionate share in the land to the intending purchaser or purchasers on whose account such flats shall be erected by the Developer.

### **ARTICLE-VIII: CONSTRUCTION**

8.1 The construction of the said new building shall be made by the Developer as per the plan sanction by the Kolkata Municipal Corporation.

8.2 The Developer shall be entitled to obtain necessary modification or rectification plan for the purpose of completion of the construction of the building.

8.3 The Developer shall retain appoint and employ such masons Architects, Engineers contractor, manager, supervisors, caretaker and other employees for the purpose of carrying out the work of development of the said property and/or the construction of the said new building as the Developer shall at her own discretion think fit and proper.

8.4 The Developer herein shall solely be liable or responsible for the payment of salaries; wages, charges and remuneration of masons supervisors, architects contractors, Engineers, caretaker and other staff and employees as may be retained appointed and/or employed by the Developer till the completion of construction and in this regard the Owners shall not in any manner would be made responsible or liable.

### **ARTICLE-IX: SPACE ALLOCATION**

9.1 After completion of the construction of the new building, the Developer will allot the flat to the Owners first and after that to the

intending purchasers according to the booking of allocation of the prospective purchasers.

9.2 The Developer will be solely responsible for the allotment of flats and spaces in the building to be constructed by him and no one will be entitled to interfere thereto including the Owners herein.

#### **ARTICLE-X: RATES & TAXES**

10.1 The Owners, Developer and Developer's transferees shall bear and pay the municipal taxes, building taxes and other rates and taxes whatsoever as may be found payable in respect of the said new building after delivery of possession to the Owners & purchasers proportionately.

10.2. The Owners, Developer or the Developer's transferees after taking possession, shall bear and pay the proportionate amount of cost of maintenance and service charges with regard to the said new building in respect of their allocation and the Owners shall be liable for the same but they will pay for their allocation only.

#### **ARTICLE-XI: JOINT DECLARATION**

11.1 During the continuance of this agreement, the Owners herein shall not in any manner sell, transfer, encumber, mortgage or otherwise deal with or dispose of their right, title and interest in the said property in any manner whatsoever and not do any act, deed, matter or thing which may in any manner cause obstruction in the matter of development or construction of the said property.

11.2 The Owners shall not part with possession of any of the residential flats or other spaces of the said building to be constructed, except their allocation prior to notice to be served by the Developer.

11.3 The Developer shall unless prevented by any act of God or act beyond the control of the Developer, complete the construction of the



said building within **36(Thirty Six)** months from the date of sanction of the building plan.

11.4 If the Developer fails to complete construction and/or complete the said building during the said period, then in that case the Owners shall extent 6(six) months as grace period for completion of construction

11.5 The Owners till date have not taken any advance booking in respect of the said land and premises from any person or persons and the Owners have not encumbered the same in any manner whatsoever and declare that the said property is free from all encumbrances and it has a good, clear and marketable title .

11.6 Nothing contained in these presents shall be construed as a demise or assignment or conveyance or transfer in law by the Owners in favour of the Developer save as herein expressly provided and also the exclusive licence and/or contract to the Developer to commercially exploit the said property in terms hereof on specific agreement basis subject to fulfilment of terms and conditions, failing which Developer shall have no right to sell the flats and spaces in the said building.

11.7 The Owners and Developer have entered into this agreement purely on contract basis and nothing herein contained shall be deemed or construed as a partnership between the parties in any manner nor shall be parties hereto constitute an Association of persons.

#### **ARTICLE-XII:ARBITRATION & JURISDICTION**

12.1 In case of any dispute or differences between the parties hereto concerning or relating to or arising out of this agreement or with regard to the construction or interpretation of this agreement or any of the terms herein contained, the same shall be settled amicably between the parties

hereto, if the same is not settled then the matter will be referred to the Arbitration consisting of three members each party will appoint one and third will be appointed by the said two and the decision of the majority will be binding upon the parties hereto and/or same will be proceed according to law or as per provision of Arbitration and Conciliation Act.1996 as amended up to date .

12.2 The Courts at District South 24-Parganas alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

### DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We, (1) SRI PRAN KRISHNA ROY, (PAN-EZFPR6698K & Aadhaar No.2472 5033 3324) son of Late Radhika Ranjan Roy, by occupation-Retired, (2) SMT. PUSHPA KAYAL nee ROY, (PAN-CNXP3984K & Aadhaar No.7311 8629 1837) wife of Sri Sudarshan Kayal and daughter of Late Jiban Krishna Roy, by occupation-Housewife, (3) MISS ANJALI ROY, (PAN-EWWPR3610F & Aadhaar No.6115 5635 4158) daughter of Late Jiban Krishna Roy, by occupation-Household work, (4) SMT. JHARNA DHAR nee ROY, (PAN-GBOPD3609B & Aadhaar No.8792 4103 3539) wife of Sri Himanil Dhar & daughter of Late Jiban Krishna Roy, by occupation-Housewife, (5) SMT. APARNA GHOSH nee ROY, (PAN-DILPG8788M & Aadhaar No.2949 4207 0284) wife of Sri Barun Ghosh & daughter of Late Jiban Krishna Roy, by faith Hindu, Indian, by occupation-Housewife, (6) SRI ARUP ROY, (PAN-ARVPR2575B & Aadhaar No.2929 1104 9624) son of Late Jiban Krishna Roy, by occupation-Business, (7) MISS MITA ROY, (PAN-BNDPR2033M & Aadhaar No.5924 2225 2777) daughter of Late Jiban



Krishna Roy, by occupation-Household work, all by faith-Hindu, Indian, all residing at 70, Vivekananda Sarani, P.O. Haltu, P.S. Kasba now Garfa, Kolkata-700078, hereinafter referred to as the OWNERS/ PRINCIPALS of the send greetings.

AND WHEREAS for the purpose of construction of the proposed four storied building on the said land and to sell and/or transfer of the said Developer's allocation of the proposed building together with undivided proportionate share in the land, and to appear before any office and places, We the Owners/Principals herein do hereby nominate, constitute, authorise and appoint the said Developer, R.S. CONSTRUCTION, (PAN-ABAFRC6912P) a Partnership firm, having its office at 210, Garfa Main Road, P.O. Haltu, P.S.Garfa, Kolkata-700078, represented by one of its Partners (as per terms of the Partnership deed) MISS REETI SAFUI (PAN-JKLPS3714P & Aadhar No.2466 2972 3566), daughter of Late Rana Safui, by faith - Hindu, Indian, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, as our true and lawful Attorney to do and execute inter alia the following acts, deeds and things :-

- 1 On our behalf to make sign and verify all applications or objection to the appropriate authorities for obtaining any licence, permission, or consent etc. required by law in connection with the construction of the said multi storied building on the Schedule mentioned land.
- 2 To apply for and obtain connection of electric line, meter and/or sub-meter if necessary and to obtain low/high tension electricity in the said building and premises.
- 3 To negotiate for sale, transfer, lease, mortgage the Developer's Allocation of the proposed G+IV storied building to be constructed on the Schedule mentioned land with any person, firm, association,



financial Institution at such rate our said Attorney shall deem fit and proper.

4 Our Attorney shall be entitled to inter into agreement for sale in respect of the flats and spaces out of Developer's allocation of the proposed building together with undivided proportionate share in the land with the intending purchaser or purchasers upon acceptance of advance and earnest money under the terms and conditions mutually settled by and between the said Attorney and the intending purchaser.

5 To execute and register the deeds of sale in favour of the intending purchaser or purchasers in respect of the flat or flats or spaces out of the Developer's allocation together with undivided proportionate share of the schedule mentioned land with all facilities and amenities to be attached thereto and to present the said deed or deeds before any Registering authority within the territory of Indian Union, either District Sub-Registrar, Addl. Dist. Sub-Registrar and Registrar of Assurances, and admit execution thereof and to have the said deed or deeds registered and receipt of the full consideration money thereof under certain terms and conditions as may be mutually agreed and settled by our Attorney and the said intending purchaser and to grant valid receipt and discharge thereof for the same and to sign and execute and verify all such deeds and documents for and on our behalf.

6 To commence, prosecute, defend all suits, actions, applications reference or other proceeding in any Court of law or before any proper authority and to appoint Advocate and/or any other authority and also to sign and verify and affirm all plans, written statements, petitions accounts, inventories applications or other documents and papers that may be necessary in this regard.

7 To sign and acknowledge all registered or insured letter notice, summons and to receive delivery of the same in the said property.

AND GENERALLY to do all other acts, deeds and things which will be required in connection with the management and sale and transfer of the flats and spaces out of Developer's allocation of the proposed multi-storied building to be constructed on the schedule mentioned land and all acts, deeds by our said Attorney shall be taken as our acts deeds and things as We were personally present and done the same ourselves. AND we do hereby ratify and confirm and agree to ratify and confirm all the lawful acts of our said Attorney, which will be done by virtue of this Power of Attorney.

#### FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of land measuring 11 Cottah 10 Chittak 22.239 sq.ft. be the same a little more or less, with structure standing thereon, situated at Mouza-Garfa, J.L. No.19, Pargana-Khaspur, R.S. No.2, Touzi No.19, 12 & 13, comprised in C.S. Dag No.1913 & 1914 appertaining to C.S. Khatian No.661, 662 & 365 corresponding to R.S. Dag No.2227 & 2228 under R.S. Khatian No.752, 753 & 336, being Premises No.36, Mahendra Mondal Road, Assessee No.31-106-11-0036-6, Kolkata-700078, under P.S. Kasba now Garfa, now within the limits of the Kolkata Municipal Corporation, Ward No.106, in the District of South 24-Parganas, together with all easements rights and appurtenances thereto, the entire land being butted and bounded as follows :-

On the North : Property of B.K. Thakur & Kanak Adhya.

On the South : 16'ft. wide Vivekananda Sarani,

On the East : Property of Bijoy Krishna Ghosh & others,

On the West : Property of Parbati Gharan Roy & Others,



**SECOND SCHEDULE ABOVE REFERRED TO**

(Owners' Allocation)

**ALL THAT** the Owners herein shall be entitled to get entire Third floor, 50% of First floor back side and 50% of Fourth floor front side and one shop room and four car parking spaces, each measuring about 120 sq.ft. more or less on ground floor of said proposed G+IV storied building together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building.

**THIRD SCHEDULE ABOVE REFERRED TO**

(Developer's Allocation)

**ALL THAT** save and except the Owners' allocation, the Developer herein shall be entitled to get entire Second floor, 50% of First floor front side and 50% of Fourth floor back side and remaining Shop Room, Office Room and Car Parking Spaces on ground floor area of the proposed G+IV storied building together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building.

**FOURTH SCHEDULE ABOVE REFERRED TO**

(Specification of the Construction)

1. Construction will be made as per sanction building plan of the K.M.C. with R.C.C structure frame work.
2. All the materials to be used will be brand new and first class quality and the workmanship will be of proper standard.
3. Aluminium channel sliding window 3/8 bar steel grill with glass panes and other necessary fittings will be provided in the window.



4. All doors will be of ISI Mark of flush door, 32/35 mm in thickness. Toilet and W.C. door will be of PVC sheet.
5. Flooring will be of 2' x 2' size Tiles and normal dado of.
6. In the kitchen black stone slab cooking platform with steel sink and glazed tiles up to 3'ft height from the side of Granite slab.
7. In the Toilet, white glazed tiles on the wall up to 6' ft. height with white Commode and standard taps in Toilet, one shower point, two tap in kitchen i.e. one in the sink and one under the sink and one wash basin point either in kitchen or in toilet.
- 8 Concealed electrical wiring with standard copper wires as per Architectural lay out in the manner hereunder written:-  
 Bed room – Two light point, one fan point and one 5 Amp plug  
 Dining – One 15 amp plug point, two light point, one fan point.  
 Kitchen - one light point, one power point, one exhaust fan point  
 Toilet - One light point and one exhaust fan point  
 Balcony – one light point.
9. Putty on the walls inside the flat.
10. Outer walls will be weather coat.
11. Concealed pipe line with low down cistern in the toilet.
12. All pipe line will be of plastic high density.
13. All masonry, sanitary, structural electrical painting work will be done as per specification of the Engineer to be engaged by the Developer.
14. That Balcony will be covered up to 2'ft. 6"inch and balance will open.
15. Lift.
15. All extra work of fittings can be provided subject to approval of the engineer with extra cost.

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

SIGNED SEALED & DELIVERED

In presence of:-

1. M/s. Dandekar.  
19/1 Kallitola Road.  
Kolkata-78.

2. Pinkishan

Alipore Police Station

Pranav Roy

Pranav Roy  
1-T, 2nd Floor, 4th Floor  
3rd Floor, 4th Floor  
Tharadhar (Roy)  
Aparna Ghosh (Roy).

OWNERS  
Pranav Roy  
Mita Roy

R.S. CONSTRUCTION  
Reehi Saha  
Partner

DEVELOPER

Drafted by:-  
Alipore  
Advocate,  
Alipore Police Court,  
Kolkata-700027.



Name.....  
Signature.....

|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |

Name.....  
Signature.....

|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |

Name.....  
Signature.....

|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |

Name.....  
Signature.....

|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |

Name.....  
Signature.....





Name.....  
Signature Aparna Ghosh Chakraborty

|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |



Name.....  
Signature Anup Roy

|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |



Name.....  
Signature Neelam Roy

|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |



Name KEETI MAJHI  
Signature Keeti Majhi

|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 299701 to 299737  
being No 160409542 for the year 2023.



Digitally signed by Anupam Halder  
Date: 2023.08.03 15:58:25 +05:30  
Reason: Digital Signing of Deed.

*(Signature)*

(Anupam Halder) 2023/08/03 03:58:25 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)

