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Certified that the document is admitted to registration, The signature sheet / sheets and the endorsement sheet / sheets attached to this document are the part of this document

Registrar U/S 7(2)
District Sub Registrar-II
North 24 Parganas, Barasat

28 DEC 2023

DEVELOPMENT AGREEMENT
with DEVELOPMENT POWER OF ATTORNEY

This INDENTURE made on this 15th day of December, 2023
(Two Thousand and Twenty Three) of the Christian Era.

BETWEEN

12/05/2017

(Page : 2)

SMT. KRISHNA GHOSH, having PAN BCOPG6908C and EPIC GGC4556387, Wife of Sushanta Ghosh, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at BA-21/5, Ma Tara Apartment, Chirantani Park, P.O. - Prafulla Kanan, P.S. - Baguiati, Kolkata - 700101, District - North 24 Parganas, hereinafter called and referred to as the "OWNER/EXECUTANT" (which terms and expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

A N D

P.R. DEVELOPERS, having PAN ABAFP9498E, a Partnership Firm, having its office at 30, S.N. Banerjee Road, P.O. & P.S. New Barrackpur, Kolkata - 700131, District - North 24 Parganas, represented by its Partners 1. SRI PRITWISH SARKAR, having PAN GKGPS3017H and EPIC DKN3420734, Son of Parimal Sarkar, 2. SRI RITWICK SARKAR, having PAN CDLPS9692A and EPIC DKN5314752, Son of Parimal Sarkar, both are residing at 78, Rafi Ahmed Kidwai Road, P.O. Bangur, P.S. - DumDum, Kolkata - 700055, District - North 24 Parganas, both are by faith - Hindu, by occupation - Business, by Nationality - Indian, hereinafter referred and called as the "DEVELOPER/ATTORNEY" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators, executors, legal representatives and assigns) of the SECOND PART.

WHEREAS one Durga Rani Dey, became the sole and absolute Owner of ALL THAT piece and parcel of Bastu land measuring an area of 04 Cottahs 09 Chittacks 30 Sq.ft., be the same a little more or less, comprising in C.S. Dag No. 273 & 274, under Khatian No.

(Page : 3)

1247, lying and situated at MOUZA - AHARAMPUR, J.L. No. 35, Re. Su. No. 98, Touzi No. 169, P.S. & Municipality - New Barrackpore, A.D.S.R.O. - Barrackpore now Sodepur, District - North 24 Parganas, by virtue of purchase from the New Barrackpur Co-Operative Homes Limited, represented by its then Vice-Chairman & Secretary, by virtue of a Sale Deed, duly executed on 15/09/2005 and registered on 21/09/2005 before the D.S.R.-I, North 24 Parganas at Barasat and recorded in Book No. I, Volume No. 129, Pages from 87 to 97, being No. 03313 for the year 2005 and absolutely seized and possessed the same free from all encumbrances.

AND WHEREAS after purchasing the aforesaid property, said **Durga Rani Dey**, mutated her name in the present L.R. R.O.R. vide L.R. Khatian No. 2363 under L.R. Dag Nos. 1258 and 1260 and also in the records of local municipality and thereafter being in peaceful possession over the same, she died intestate on 28/06/2007 and her husband **Santiram Dey @ Santi Ranjan Dey**, also died intestate on 22/11/2009, leaving behind their two sons namely **Dipak Kumar De** and **Sri Tushar De** and two married daughters namely **Smt. Sefali Joarder** and **Smt. Champa Dey (Guha)**, as his only legal heirs and successors, who jointly inherited the same, according to Hindu Succession Act in equal 1/4th share and jointly seized and possessed the same.

AND WHEREAS by virtue of aforesaid inheritance, said **Dipak Kumar De**, **Sri Tushar De**, **Smt. Sefali Joarder** and **Smt. Champa Dey (Guha)**, became the joint absolute Owner of the ALL THAT piece and parcel of Bastu land measuring an area of **04 Cottahs 09 Chittacks 30 Sq.ft.**, be the same a little more or less, alongwith structure erected thereon, comprising in C.S. & R.S. Dag Nos. 273 & 274, present L.R. Dag Nos. 1258 and 1260, under Sabek Khatian

(Page : 4)

No. 1247, present L.R. Khatian Nos. 2363 [recorded in the name of Durga Rani Dey] and 2375 [recorded in the name of Champa De Guha], lying and situated at MOUZA - AHARAMPUR, J.L. No. 35, Re. Su. No. 98, Touzi No. 169, P.S. & Municipality - New Barrackpore, A.D.S.R.O. - Barrackpore now Sodepur, District - North 24 Parganas and mutated their names in the New Barrackpur Municipality, under Ward No. 2, Holding No. 223 and since then they absolutely seized and possessed the same.

AND WHEREAS being in need of money, said Dipak Kumar De, Sri Tushar De, Smt. Sefali Joarder and Smt. Champa Dey (Guha), sold, transferred and conveyed their aforesaid inherited property, i.e ALL THAT piece and parcel of Bastu land measuring an area of 04 Cottahs 09 Chittacks 30 Sq.ft., be the same a little more or less, alongwith 200 Sq.ft. Tiles shed structure erected thereon, comprising in C.S. & R.S. Dag Nos. 273 & 274, present L.R. Dag Nos. 1258 & 1260, under Sabek Khatian No. 1247, present L.R. Khatian No. 2363 & 2375, lying and situated at MOUZA - AHARAMPUR, J.L. No. 35, Re. Su. No. 98, Touzi No. 169, P.S. & Municipality - New Barrackpore, Ward No. 2, Holding No. 223, A.D.S.R.O. - Barrackpore now Sodepur, District - North 24 Parganas, which is morefully and particularly described in the SCHEDULE hereunder written, in favour of the OWNER herein namely Smt. Krishna Ghosh, by virtue of a Sale Deed, duly registered on 07/06/2023 before the D.S.R.-II North 24 Parganas at Barasat and recorded in Book No. I, Volume No. 1502-2023, Pages from 118844 to 118870, being No. 150304262 for the year 2023 and delivered the peaceful possession over the same.

AND WHEREAS after purchasing the aforesaid property, the OWNER herein namely Smt. Krishna Ghosh, became the absolute owner of ALL THAT piece and parcel of Bastu land measuring an

(Page : 5)

area of 04 Cottahs 09 Chittacks 30 Sq.ft., be the same a little more or less, alongwith 200 Sq.ft. Tiles shed structure erected thereon, comprising in C.S. & R.S. Dag Nos. 273 & 274, present L.R. Dag Nos. 1258 & 1260, under Sabek Khatian No. 1247, present L.R. Khatian No. 2363 & 2375, lying and situated at MOUZA - AHARAMPUR, J.L. No. 35, Re. Su. No. 98, Touzi No. 169, P.S. & Municipality - New Barrackpore, Ward No. 2, Holding No. 223, A.D.S.R.O. - Barrackpore now Sodepur, District - North 24 Parganas and mutated her name in the present L.R. R.O.R. vide New L.R. Khatian No. 2391 and since then has been enjoying the said property free from all encumbrances, interferences and disturbances of any other person or persons whatsoever by paying the Govt. Revenue and Municipal taxes and other taxes as its absolute owner and occupier from time to time.

AND WHEREAS with a view to develop her aforesaid and below mentioned **First Schedule** property, the Developer herein requested to the Owner herein for a Development Agreement to develop the aforesaid property and the Owner herein accepted the said offer of the developer and accordingly the Developer herein agreed to do the same and thereafter both the parties herein, entered into this agreement under certain terms and conditions mentioned hereunder.

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties as follows :

ARTICLE "I" : DEFINITION

1.0. : OWNER shall mean SMT. KRISHNA GHOSH, her heirs, successors, administrators, executors, legal representatives and assigns.

2. DEVELOPER Shall mean P.R. DEVELOPERS, a Partnership

(Page : 6)

Firm, its successors-in-office, administrators, executors, legal representatives and assigns.

1.1 : **THE SAID PLOT/PREMISES** : Shall mean and include the land measuring 04 Cottahs 09 Chittacks 30 Sq.ft., alongwith 200 Sq.ft. Tiles shed structure erected thereon, under the New Barrackpur Municipality as described in the **First Schedule** hereunder written.

1.2. : **BUILDING** : shall mean and include building consisting several flats and floors etc. proposed to be constructed at Holding No. 223, Kalibari Road, under the jurisdiction of Ward No. 02 of the New Barrackpur Municipality.

1.3. : **UNIT** : shall mean the constructed area and/or spaces the building and/or constructed area capable of being occupied and enjoyed independently.

1.4. : **THE SUPER BUILT UP AREA** : shall mean the total Covered area to comprise in the unit as certified by the Architect plus the proportionate share of the common area (Stair, Lift & Lobby) and aggregate of the same.

1.5. : **THE PLAN** : would mean such plan prepared by the Architect for the construction of the buildings and as to be sanctioned by the authority of the New Barrackpur Municipality and/or by such other authority or authorrties empowered to sanction any building plan in accordance with law and/or any modified and/or revised plan.

1.6. : **COMMON FACILITIES AND AMENITIES** : shall mean and include corridors, stair cases, passages, ways, Lift, common toilet, pump room, underground water reservoir, over head water tank, water pump and motor, ultimate floor of the said building and other facilities which may be mutually agreed upon between the parties and as required for the purpose of establishment location,

(Page : 7)

enjoyment, provision. maintenance and/or management of the said building.

1.7. : **TRANSFER** : shall mean, as required under The Indian Registration Act, 1908, as well as described under Transfer of Property Act 1882, for Transfer of flats, shops etc. with undivided undemarcated proportionate share of the land.

1.8. : **TRANSFeree/BUYERS** : shall mean the purchaser of any portion of the commercial, and/or residential unit of the building as to be constructed according to the sanctioned Plan of the New Barrackpur Municipality.

ARTICLE "II" : DATE OF COMMENCEMENT

2.1. : This agreement shall have the effect on and from the day of execution of this presence.

ARTICLE "III" : OWNER'S REPRESENTATION

3.1. : The Owner herein jointly seized and possessed of or otherwise, and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring an area of **04 Cottahs 09 Chittacks 30 Sq.ft.**, be the same a little more or less, alongwith 200 Sq.ft. Tiles shed structure erected thereon, comprising in C.S. & R.S. Dag Nos. 273 & 274, present L.R. Dag Nos. 1258 & 1260, under Sabek Khatian No. 1247, L.R. Khatian No. 2363 & 2375, present **L.R. Khatian No. 2391**, lying and situated at **MOUZA - AHARAMPUR**, J.L. No. 35, Re. Su. No. 98, Touzi No. 169, P.S. & Municipality - New Barrackpore, Ward No. 2, Holding No. 223, Kalibari Road, A.D.S.R.O. - Barrackpore now Sodepur, District - North 24 Parganas.

3.2. : That the said land is free from all encumbrances charges, liens, lispence, attachments, trusts, acquisitions, requisitions whatsoever or howsoever, and the land Owner have a clear and

(Page : 8)

marketable title in respect of the said land morefully and particularly described in the First Schedule hereunder written.

3.3. : That the land Owner herein hereby authorize and allow the Developer to demolish the existing structure/building standing over the land property at the costs and all arrangement of Developer who is also entitled to take away all the broken material/debris and to proceed with the authorised construction work accordingly over the below First Schedule property.

ARTICLE "IV" : DEVELOPER'S REPRESENTATION

4.1. : The developer hereununder take charge/responsibility to carry out the work of development of the said premises and for construction of the building consisting of several self contained flats and other units/constructions thereupon in accordance with the plan sanctioned by the New Barrackpur Municipality and/or by the competent authority or authorities to sanction the plan and/or on the basis of the modified plan and/or revised plan thereof.

4.2. : That the building plan or any documents in relation with thereto as may be required for construction of the proposed building shall be prepared and supplied by the Developer at the cost of the Developer provided that all other additions, alterations and modifications in the plan and/or assign, documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the developer on behalf of the land Owner at the Developer own cost and expenses.

4.3. : The land Owner have handed over all the Original copy of the deeds, porchas, municipal tax receipt, Dakhila, relating to the said property of the Developer. The Developer shall complete the

(Page : 9)

investigation of the market viability of the schedule plot of land.

4.4. : The land Owner herein grants to the Developer a Registered Development Power of Attorney by this indenture, to do all acts, deeds and things as required for the purpose of promotion as well as commercial exploitation of the schedule plot of land and also for the purpose of execution of the agreement with the intending purchasers in respect of the developer's allocation and collection of money from those purchasers.

4.5. : That within **36 (Thirty Six) months** from the date of starting construction of the proposed mult-storied building, the project shall be completed by the Developer. which shall be extended for further **06 (Six) months** for any dispute. That the Developer at its own costs and expenses shall complete the proposed project upon the plot of land measuring **04 Cottah 09 Chittack 30 Sq.ft.**, alongwith **200 Sq.ft.** Tiles shed structure erected thereon, more fully and particularly described in the **First Schedule** hereunder written.

4.6. The land Owner and the Developer shall be exclusively entitled to have their respective share of allocation in the residential cum commercial building with exclusive right to transfer or otherwise deal with or dispose off the same without any right, claim and interest therein whatsoever of the others and the land Owner shall not in anyway interfere with or disturb to the quiet and peaceful possession of the Developer allocation.

4.7. : That in so far as necessary all dealings by the Developer in respect of the commercial cum residential building including agreement for sale or Transfer concerning on Developer allocation shall be in the name of the developer.

4.8. That the Developer shall at its own costs and expenses complete the commercial cum residential buildings and other

(Page : 10)

constructions upon the said land in accordance with the sanctioned plan as well as revised plan and confirming to such specifications as are mentioned in the schedule hereunder written, which is may be recommended by the Architect from time to time. The decision of the Architect regarding the quality of materials and workmanship shall be final and binding on the Parties. All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer. Provided always that the developer shall remain and/or shall be held responsible for any deviation of Building Plan during construction and in that case, the Developer must clear up all litigations at their own risk without prejudice any right and interest of the land Owner.

ARTICLE "V" : DEVELOPER AUTHORITY

5.1.: The land Owner hereby appoint the developer as the builder and/or promoter for the purpose of the development of the said premises and/or construction of the residential cum commercial building as per the scheme of the development as herein agreed. The land Owner hereby also confirms this appointment and the Developer also accept the same.

5.2. : The land Owner doth hereby entrust the work of development of the said premises on the terms and conditions contained in this agreement.

5.3. : The Developer shall carry out the work of development in respect of the said premises :-

a) By constructing a commercial cum residential building or other structures in or upon the said premises at its own costs and expenses as per sanctioned plan.

(Page: 11)

b) By allotting the Owner allocation as well as possession to the Owner in time with good and habitable condition.

ARTICLE "VI": OWNER'S ALLOCATION

6.1. In consideration of the Owner permission and/or allowing the Developer herein to develop the said premises and construct Building thereon in the manner and in terms of conditions of this agreement and according to the Plan to be sanctioned by the New Barrackpur Municipality and further allowing and empowering the Developer to enter into agreement for sale and receive earnest money and full consideration moneys from the intending buyers and upon receiving full consideration to sell and transfer the flats of the said proposed Building to be constructed over the below First Schedule property togetherwith proportionate share of land to the intending purchasers.

The Owner herein shall entitled to get 02(two) complete residential Flat, measuring an area of 900 Sq.ft. and 648 Sq.ft. Built up Area more or less on the third Floor, out of the proposed building.

ARTICLE VII: DEVELOPER'S ALLOCATION

7.1. : In consideration of the development work and/or contribution to the proposed building at the cost and expenses of Developer, the Developer shall get and be entitled to have all and entire area of the proposed building, except the Owner's allocations, as mentioned in the Clause VI as Owner's allocation.

7.2.: The Developer shall be entitled to hold, occupy and possess and enjoy the entire built up area of the said building and be further entitled to deal with and/or dispose off the same in any manner whatsoever and to appropriate the entire amount of the sale proceeds and/or consideration and/or rental arising therefrom without

(Page : 12)

any objection or obstruction by or on behalf of the Owner and/or any other person or party on its behalf or otherwise whatsoever.

7.3 : The roof of the said MULTI storied building will be used by the Developer and the right, title and interest of the roof of the said building will always remain in the possession of the Developer.

ARTICLE VIII : PERIOD OF COMPLETION

8.1. : That the time is the essence of the instant contract and the developer at its own cost and expenses shall complete the entire project within the specified time as mentioned hereunder

a) That the Developer shall complete the said project within **36 (Thirty Six) months** from the date of starting construction of the proposed mult-storied building, at its own costs and expenses, which shall be extended for further 06 (Six) months for any dispute.

b) That after completion of the proposed building and after completion of all extra payment by the Land Owner (if any), the Developer herein shall handover the Owner's allocated portions in complete and habitable condition, in favour of the Owner herein by issuing Possession Certificate/s and the said Possession Certificate/s shall be treated as the full and final Owner's Allocation and the Owner herein agreed with the same.

ARTICLE IX : DEVELOPER'S OBLIGATION

9.1. It is agreed and made clear that the Owner herein shall not in any manner be liable and/or responsible for the costs charges and expenses for the development of the said premises and/or construction of the proposed commercial cum residential building and in this respect the Developer hereby agrees to keep the Owner absolutely indemnified and harmless.

(Page : 13)

9.2. The Developer herein shall keep the Owner absolutely indemnified and harmless against all actions, claims and demands which may arise due to any deviation and/or violation of the West Bengal Municipal Act and Rules, The Contract Labour Abolition and Regulation Act, Workmen Compensation Act, 1923 and rules thereof and the West Bengal Building (Regulation of Promotion of construction and transfer of Promoters) Act. 1993, and provisions of the W.B. Sales Tax or Income Tax for the income to be accrued from this venture or any other act or rules that may be applicable.

9.3. The Developer herein shall solely be responsible or liable for the payment of salaries, wages, charges, remuneration of all mistry masons, supervisors, architects, contractors, engineers, chowkudars, darwan and other employees and staffs as may be retained appointed and/or employed by the Developer and in this regard, the Owner shall not in any manner be held responsible. But after handover the peaceful possession of Owner's Allocated Flats, the Developer herein shall not liable for the entire project in future.

9.4. The Developer shall also be liable to indemnify the land Owner for the amount as may be incurred due to the Developer unfinished work and/or relating to the Developer allocation in the proposed residential cum commercial building and the developer shall be liable for all or any deviation from the sanctioned plan and if any fine and penalty be levied by any authority, the same to be paid solely by the Developer.

9.5 The developer will be entitled to do such acts for amalgamate the aforesaid property with any adjacent property at its own cost and expenses for construction a Big Project according to law and the Land Owner herein co-operate with the Developer in this regard.

(Page : 14)

ARTICLE X : OWNER'S OBLIGATIONS & COVENANTS

10.1. The Owner shall render their best co-operation and assistance to the Developer in the matter of development of the said plot by construction of the proposed building as may be from time to time necessary or required.

10.2. The Owner herein shall sign, execute and deliver all application, letters and papers and documents as may be necessary or required for obtaining electricity, water, drainage, swerage and other essential and civic services, in or upon the said building or portion thereof in the name of the Owner or other person or persons.

10.3. The Owner shall not in any manner object or obstruct the carrying out of the development if and when the Developer shall construct the said commercial cum residential building and to do any act, deed, matter or development of the said premises and/or construction of the proposed building by the developer and selling/ transferring of flats/units by the Developer to the intending purchaser/ purchasers from the Developers' Allocation.

10.4. Neither the Owner nor the Developer herein shall in any manner encumber, mortgage, charge or otherwise deal with or dispose off the said plot and/or the said land of any portion thereof pending this agreement and/or development work.

10.5 The Owner herein handover their Original Title Deeds, Municipal Tax Receipt and other relating documents in regard to their title over the below schedule property, in favour of the developer herein, on or before the execution of this agreement.

10.6 That for any co-sharer/relative of the Land Owner herein and/or any person, the proposed development works shall stop and/or cancelled, on that event the Developer herein shall not bound to

(Page : 15)

maintain the time limit of completion of the project and/or compensate or not to bear rent of the Land Owner herein in any manner whatsoever.

10.7. That on and from such date of taking peaceful possession of Owner's Allocated Flat/s, the said allocated Owner herein shall be liable to responsible to pay the maintainance charges, municipal taxes and other outgoings and impositions whatsoever.

10.8. That if any of the allocated Flat Owner out of the aforesaid land Owner herein, shall make structutal change inspite of sanctioned building plan on his/her Flat, on that event the Developer herein shall not liable for the same and/or shall not refund any amount in favour of the said Land Owner.

10.9 The Owner hereby undertake that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by them and to this effect the Owner do and each of them doth hereby indemnify and agree to keep indemnified the Developer herein.

ARTICLE XI : RATES AND TAXES

11.1. The developer to pay all municipal Taxes, electric and telephone bills from the date of handing over possession of the said premises to the developer and all other rates and taxes as may be payable by the developer relating to its allocated portion of the demise premises and in the event of failure by the Developer to pay the same, the Owner shall be entitled to recover taxes as may be paid by the Owner on account of the allocated area of the Developer.

11.2. The Developer and the transferee of the flats and other space in the building shall bear and pay the proportionate amount of the Municipal taxes and other taxes and rates whatsoever on the

(Page : 16)

basis of the areas of the flat and other spaces of the building as may require by him /them respectively.

11.3. The Developer or the transferees of flat and other spaces of the said premises shall bear and pay the proportionate amount of cost of maintenance service charges on account of proper maintenance of common areas and essential service.

ARTICLE XIII : DOCUMENTATION

12.1 All fees, costs, charges and expenses for preparation of the proposed transfer deeds and all other deeds and documents shall be borne by the transferee of flats/shops/office and other spaces of the proposed commercial cum residential building and such fees, costs and expenses shall have to be related to the Developer allocation /share, not in any way relating to the Owner allocated area.

12.2. That all the deeds of transfer shall contain all the restrictions and covenants as required for the purpose of protection of the best interest of the same and all deeds, and agreements shall be drawn by the Developer or its advocate.

12.3 Both the parties herein will do all further acts, deeds and things as may be necessary to give complete and meaningful affect to this agreement.

ARTICLE - XIV FORCE MAJURE

1. The DEVELOPER shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

2. Force Majeure shall mean flood, earthquake, riot, war, storm,

(Page : 17)

tempest, civil commotion, strike, Covid and/or any other or further commotion beyond the reasonable control of the DEVELOPER, i.e. Act of God.

ARTICLE - XV ARBITRATION

If at any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching this presents or determination of any liability of any of the parties under this agreement and/or related but not described in this agreement, the same shall be referred to the Sole Arbitrator Bhaskar Ray and the same be deemed to be referred within the meaning of Arbitration & Conciliation Act, 1996 or any statutory modification there under in force.

DEVELOPMENT POWER OF ATTORNEY

THAT in continuation and also according to the terms of this Development Agreement, I, SMT. KRISHNA GHOSH, having PAN BCOPG6908C and EPIC GGC4556387, Wife of Sushanta Ghosh, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at BA-21/5, Ma Tara Apartment, Chirantani Park, P.O. - Prafulla Kanan, P.S. - Baguiati, Kolkata - 700101, District - North 24 Parganas, being the Land Owner/Executant herein, do hereby appoint nominate and constitute P.R. DEVELOPERS, having PAN AAVFP1018K, a Partnership Firm, having its office at 30, S.N. Banerjee Road, P.O. & P.S. - New Barrackpur, Kolkata - 700131, District - North 24 Parganas, represented by its Partners 1. SRI PRITWISH SARKAR, having PAN GKGPS3017H and EPIC DKN3420734, Son of Parimal Sarkar, 2. SRI RITWICK SARKAR, having PAN CDLPS9692A and EPIC DKN5314752, Son of Parimal Sarkar, both are residing at 78, Rafi Ahmed Kidwai Road, P.O. Bangur, P.S. - DumDum, Kolkata - 700055, District - North 24 Parganas, both are

(Page : 18)

by faith - Hindu, by occupation - Business, by Nationality - Indian, as my true and lawful Attorney for me on my behalf to do, execute and perform all or any of the following acts, deeds, matter and things which as are follows :-

1. To enter into, hold and defend possession of the said land and every part thereof and also to manage, maintain and administer the said land and every part thereof.

2. To sign, execute and submission plan, documents, statements, undertaking, declaration as may be required for having the plan sanctioned, modified and/or altered by the local Municipal Authority or any other authorities.

3. To appear and represent me jointly and/or severally before the necessary authorities including the local Municipality, B.L. & L.R.O., CMDA, Fire Brigade, W.B. Police, the Competent Authority under the Urban Land (Ceiling and Regulation) Act., 1976 and Government of West Bengal in connection with the sanction, modification and/or alteration of sanction plans before any other authorities.

4. To pay fees obtained such other order or permission from the necessary authorities and to engage Engineers, Architects, Expert and other Agents, Contractors, Sub-Contractors for the aforesaid purpose as my said Attorney shall think fit and proper.

5. To receive the excess amount or lees if any paid for the purpose sanction, modification and/or alteration of the Development Plans to any authority or authorities.

6. To deal with, if any lawful occupant lawfully or otherwise stay in at different portion of the said premises in any manner as the said attorneys may deem fit and proper for getting the said

(Page : 19)

premises vacated from them and for that purpose to sign, execute and enter in to all sorts of agreement and to do all other acts, deeds or things as may be necessary therefore.

7. To Develop the said premises by making construction of building thereon as per the sanction plan which was already approved by the local Municipality or any other authority.

8. To apply for and obtain electricity, gas, water connection, sewerage, drainage and other connections of any other utilities to the said premises and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.

9. To utilize or shift or have connected the existing electricity connection, if any, in the proposed premises in such manner as the said Attorneys may think fit and proper.

10. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or any part thereof and similarly to receive all incoming receivable for and on account of the said premises including the rents and/or license fees from the occupants thereof.

11. To appear and represent me jointly and/or severally before all authorities including those under the local Municipality for fixation and/or finalization of the annual valuation of the said premises and for that purpose to sign, execute and submit necessary papers and to do all other acts, deeds and things as the said Attorney may deem fit and proper.

12. To enter into any agreements for Sale of Flats/other units of the proposed multi-storied building, as per Development Agreement

(Page : 20)

with the intending Purchaser and to receive the earnest money and full amount of consideration from the intending Purchaser jointly and/or severally. The said Attorney also empowered or authorized to dispose to or sell out jointly and/or severally the entire Flats and other units of the Developer's Allocation in the proposed multi-storied building and to receive the total consideration from them and in that case no permission is required from the Owner and the Owner have or shall have no objection for the same.

13. To apply for mutation and to record the name of the respective Flat Owner of the said premises and for that purpose to sign and execute all papers and documents as may be necessary from time to time.

14. To file and submit the declarations, statements, applications and/or returns to the competent authority or any other authority or authorities in connection with the matters wherein contained.

15. To commence, procure, enforce, answer or oppose all actions and other legal proceedings and demands, touching any of the matters concerning the said premises or any part thereof including relating to acquisition and/or in respect of the said premises in which the said estate is now or may hereafter be interested or concerned and if think fit to compromise, settle, referred to arbitration in any such action or proceedings as aforesaid before any Ld. Court Civil, Criminal or Revenue.

16. To affix signboard or install any hoardings on the Schedule Plot of land in the name of Developer.

17. To advertise in the Newspaper or through any other for procuring purchaser for selling the Flats and other units, in the proposed building.

(Page : 21)

18. To file and defend suits, cases, appeals and whatsoever nature for and on my behalf or to be instituted preferred by or against my by any person or persons in respect of the said proposed premises and also to present and prosecute wrote application in respect thereof.

19. To compromise suits, appeals or other legal proceedings in any Court, Tribunal or another authority whatsoever and to sign and verify applications thereof.

20. To sign, declare and/or affirm any plaint, written statements, petition affidavit, verification, Vokatnama, warrant or memo of appeal or any other documents or papers in any proceedings or in any way connected therewith.

21. To deposit and withdraw fees, documents and moneys in and from the Court or Courts and/or other person or persons or authority and give valid receipt and discharge there for.

22. To enter into agreement for Sale, jointly and/or severally as per Development Agreement and/or to receive advance/earnest money or total consideration in respect of the Flats and other units and the proportionate share of the land or in any portion thereof for transferring and conveying the proportionate right, title, interest out of the under mentioned schedule of land and to handover the copies of the relevant documents in regard to my title of the land to such intending purchaser or purchasers as the case may be.

It is further noted that in such case the advance receivable by my Attorney jointly and/or severally will not be claimed or demanded by me and at the same time I shall not be liable for any transaction. But the said Attorney jointly and/or severally absolutely entitled and empowered to dispose off the said Flats/other units, mentioned in

(Page : 22)

the Development Agreement at its own discretions without taking any permission from me.

23. For all or any of the purpose stated hereinbefore to appear and represent me before all authorities having jurisdiction and to sign, execute and submit papers and documents and the said Attorney can act as he will deemed fit and proper.

24. To present any agreement for Sale, sale deed or deeds of conveyances before the concerned Additional District Sub-Registrar or District Sub-Registrar or Registrar of Assurances, Kolkata for getting such deeds registered in my name and on my behalf in respect of Units of Developer's Allocation only and on that event the attorney jointly and/or severally on my behalf shall execute and register the same.

And I do hereby ratify and confirm and agree or undertake to ratify and confirm all acts, deeds, matters and things whatsoever my said Attorney shall lawfully do or cause to be done or perform under or by virtue of these presents including in such confirmation and other works will be completed or the whole deal/transaction as per the said Development Agreement notwithstanding no expenses power is given herein.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE ENTIRE PREMISES)

ALL THAT piece and parcel of Bastu land measuring an area of 04 (Four) Cottah 09 (Nine) Chittack 30 (Thirty) Sq.ft., be the same a little more or less, alongwith 200 Sq.ft. Tiles shed **Cemented Flooring** residential structure erected thereon, comprising in C.S. & R.S. Dag Nos. 273 & 274, present L.R. Dag Nos. 1258 [02 K - 09 Ch -30 Sft] & 1260 [02K], under Sabek Khatian No. 1247, L.R. Khatian No. 2363 & 2375, present L.R. Khatian No. 2391, [recorded in the name of the **OWNER** herein], lying and situated at **MOUZA -**

(Page : 23)

AHARAMPUR, J.L. No. 35, Re. Su. No. 98, Touzi No. 169, P.S. & Municipality - New Barrackpore, Ward No. 2, Holding No. 223, Kalibari Road, A.D.S.R.O. - Barrackpore now Sodepur, District - North 24 Parganas TOGETHER WITH all types of easement rights, which is butted and bounded by :

ON THE NORTH	: Tapan Kumar Ghosh & Others.
ON THE SOUTH	: 4' wide Common Passage, Champa Dey & Bholanath Saha.
ON THE EAST	: Suniti Kashyapi
ON THE WEST	: Champa Dey & Santi Ranjan Ghosh.

THE SECOND SCHEDULE ABOVE REFERRED TO

SPECIFICATION

R.C.C. : R.C.C. framed structure with columns, beams.

BRICK WORK : First & 2nd class brick as available in the market.

FLOORING : Tiles flooring with 4" skirting.

WALLS : All outer walls shall be 5" together with cement plastering and Paints and the inner walls shall be finished with cement plastering and Putty.

DOOR : All Doors will be Commercial flash doors./wooden door.

WINDOWS : Alluminium Sliding/glass panel and M.S. Grill.

KITCHEN : Tiles floor, Steel Sink, Slab for placement of gas with Black stone and glazed tiles will be fitted upto 2.5 feet height over the said Slab.

TOILET : Indian type/Commode with Tiles flooring with upto 5'-0" height glazed tiles at wall.

(Page : 24)

BALCONY : Covered with half grill.

PLUMBING : Concealed with adequate point.

ELECTRIC : Concealed with adequate requisite points (for 1 BHK 22 points, for 2BHK 30 points and for 3 BHK 34 points) except A/C, Geyser, Chimney, Water Purifier, Washing Machine, Computer point. All the allocated Flat Owner out of the aforesaid Land Owner herein shall have to pay a sum of Rs. 60,000/- only to the Developer herein, as the proportionate cost of Transformer & Main electric connection on or before the date of handover own allocated Flat/s.

STAIR-LANDING : Developer's Choice.

LIFT : Developer's Choice.

Except the aforesaid specification, the Owner herein shall have to pay to the Developer herein for any extra works before starting the said works.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON AREAS)

1. The entire land or space lying vacant for municipal propose excepting the sold out portion by the Owner lying within the said premises.

2. The foundation columns, girders, beams, supports, main walls, main gate of the premises and the landing to the building and staircase.

4. The installation for common services such as the drainage system In the premises, water supply, arrangements in the premises and electrical connection and other amenities of the said premises.

5. Reservoir on the roof of the top floor of the building Sub-mercible pump, pipes ducts and all apparatus and installations the

(Page : 25)

premises for the common use with the premises, to be installed by the developer of its own costs and expenses if the concerned authority grants necessary permission to installed the said deep tubewell.

6. Septic tank, soak pits and the sewerage lines thereto connected.

7. All other areas, facilities and amenities in the premises which are intended for common use.

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

WITNESSES:-

1. Bidyut Ahosh
Barasat court
Law clarex
KOL-124

Krishna Ghosh.
SIGNATURE OF THE OWNER/
EXECUTANT

2. Pabita Sarkar

Pabita Sarkar
78, R.A.K Road KOL-
Prepared by: 7000 SS

1. Pabita Sarkar
2. Kilwick Sarkar

Partner
SIGNATURE OF THE DEVELOPER/
ATTORNEY

Anirban Karmakar
WB 20/6/2002
Anirban Karmakar
(Advocate)

City Civil Court, Calcutta

Letter Settings:

(Kuntal Singha Roy)
Barasat Court.

ORDER RULE 44A OF THE I.R. ACT 1908

Name: Krishna Ghosh

	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE


 ডান হাত

Krishna Ghosh
Signature of the Presentant

(2) Name: Pratiksh Sarkar

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE


 ডান হাত

All the above fingerprints are of the above named person and attested by the said person.

Pratiksh Sarkar
Signature of the Presentant

(3) Name: Ritik Sarkar

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE


 ডান হাত

Ritik Sarkar
Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.



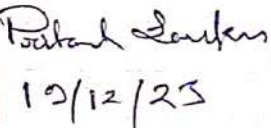
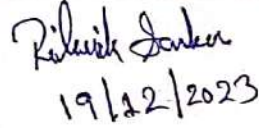
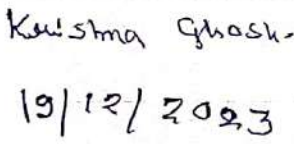
Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS, District Name : North 24-Parganas

Signature / LTI Sheet of Query No/Year 15022003084852/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri PRITWISH SARKAR 78 RAFI AHMED KIDWAI ROAD, City:-, P.O:- BANGUR AVENUE, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700131	Representative of Developer [P. R. DEVELOPERS]			 19/12/23
2	Shri RITWICK SARKAR 78 RAFI AHMED KIDWAI ROAD, City:-, P.O:- BANGUR AVENUE, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074	Representative of Developer [P. R. DEVELOPERS]			 19/12/2023
3	Mrs Krishna Ghosh BA21/5, Ma Tara Apartment, Chirantani Park, City:- Not Specified, P.O:- Prafulla Kanan, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700101	Land Lord			 19/12/2023



Query No:-15022003084852/2023

II NORTH 24-PARGANAS

Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1 Mr Bidyut Ghosh Son of Mr Sanjoy Ghosh Barasat Court, City:-, P.O:- Barasat, P.S:- Barasat, District:- North 24-Parganas, West Bengal, India, PIN:- 700124	Shri PRITWISH SARKAR, Shri RITWICK SARKAR, Mrs Krishna Ghosh			Bidyut Ghosh 19/12/2023

(Rita Lepcha)
DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. -
II NORTH 24-PARGANAS
North 24-Parganas, West
Bengal



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1502-2023, Page from 265551 to 265589
being No 150209818 for the year 2023.



Digitally signed by RITA LEPCHA
Date: 2023.12.29 16:45:41 +05:30
Reason: Digital Signing of Deed.

(Rita Lepcha) 29/12/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.