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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

09/12/24  
2-2/304/89/124

District Sub-Register  
Alipore, South 24-parganas  
24 DEC 2024

**DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY is made on this 09<sup>th</sup> day of December, 2024 (Two Thousand and Twenty Four).

**BETWEEN**

04 OCT 2024

6908

₹ 50/- Date.....

Name : SOUREN CHANDRA MANDAL

Address : Advocate  
Alipur Judge's Court  
Kolkata - 27

Vendor : Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS  
STAMP VENDOR  
Alipore Police Court, KOI-27



9 identified by me  
Suprabhat Maity  
S/o Lt B. Maity  
VIII P.O - Chandanidah  
P.S. Bishnupur

DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE  
04 DEC 2024

**SRI INDRAJIT DAS**, PAN- ADEPD7443F, Aadhaar No- 5104 2804 5561, Mob- 9123011462, Son of Late Ajit Kumar Das, by faith Hindu, By Occupation- Business, By Nationality- Indian, residing at 8A, Lake Road, P.S- Tollygunge, Post Office- Sarat Bose Road, Kolkata- 700029, hereinafter called the **OWNER/ EXECUTANT** (which terms /expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, Successors, administrators, representatives and assigns) of the **ONE PART.**

**AND**

**A.P. CONSTRUCTION**, a Partnership Business, having its registered office and place of business at 22, Kali Bari Lane, Dhakuria, P.O- Dhakuria, P.S- Lake, Kolkata- 700031, represented by its partners namely **1. MR. AVIJIT DAS**, PAN- BHGPD6348Q, Aadhaar No- 3669 7254 7728. Mob- 9163910567, Son of Mukul Das, by faith- Hindu, by occupation- Business, Indian National, residing at 1/41, Jahura Bazar Lane, P.S- Kasba, Post- Kasba, Kolkata - 700042, **2. MR. PEEYUSH MISHRA**, PAN- CSPPM2246H, Aadhaar No- 8935 5333 9113. Mob- 8240256787, Son of Virendra Mishra, by faith- Hindu, by occupation- Business, Indian National, residing at 484, S K Deb Road, South Dum Dum, Post Office- Sreebhumi, P.S- Lake Town, Pin Code- 700048, North 24 Parganas, hereinafter called the hereinafter called the **DEVELOPER/ ATTORNEY** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's heirs, Successors in Office, Successor in interest, executors, Legal representatives and assigns) of the **SECOND PART.**

**WHEREAS** the aforesaid Owner is the sole and absolute Owner of the Schedule mentioned Property i.e. **ALL THAT** piece and Parcel of Bastu Land measuring more or less **03 (Three) Cottahs, 04 (Four) Chittaks and 00 (Zero) Sq. Ft.** more or less, together with a one Storied brick built residential building, lying and situate in Mouza - Gobindapur, J. L. No- 38, R.S. No- 9, Under District Collectorate Touzi No- 230 & 234, Pargana- Khaspur, appertaining to Dag No. 170, under Khatian no-154, with the limits of the Kolkata Municipal Corporation at present premises known and numbered as municipal premises no 27F, Rahim Ostagar Road, Post- Jodhpur Park, P.S.-Lake, Kolkata- 700068, KMC Ward No. 93, South 24 Parganas, which he purchased from one Satish Kumar Bhatnagar and Pradeep Kumar Bhatnagar, by virtue of a Registered Deed of Conveyance on 28/05/2014, the same was duly registered before the Office of the ADSR Alipore and recorded in its Book No- I,



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CD Volume No- 15, Pages from 1638 to 1665, Being No- 03586, for the Year 2014.

**AND WHEREAS** the said OWNERS herein being desirous to develop her rest portion of the Property and the DEVELOPER / Second Party herein having come to know the intention of the OWNER herein agreed to develop the said property, which is more fully described in the schedule A below by raising a Multi Storied Building thereon as per the Plan at its own cost and expenses and approached the OWNER, who also agreed to engage and appoint the DEVELOPER/Second Party in order to develop the said property by raising a Multi Storied Building over the said premises with certain terms and conditions mutually settled by and between the parties hereto.

**NOW THIS DEED OF JOINT VENTURE AGREEMENT WITNESSETH** by and between the parties hereto and the parties agreed to abide by the terms and conditions of this Agreement stipulated herein.

- i) **THE OWNER** shall mean **SRI INDRAJIT DAS**.
- ii) **DEVELOPER** shall mean **A.P. CONSTRUCTION**, represented by its Partners namely **MR. AVIJIT DAS & MR. PEEYUSH MISHRA**.
- iii) **ADVOCATE** shall mean Advocate of Developer at Alipore Judges' Court, Kolkata- 700027 in respect of this Development cum Joint Venture.
- iv) **PROPERTY OR LAND OR PREMISES** shall mean the whole of the land more fully set out and described in the Schedule "A" hereunder written i.e. **ALL THAT** piece and Parcel of Bastu Land measuring more or less 03 (Three) Cottahs, 04 (Four) Chittaks and 00 (Zero) Sq. Ft. more or less, together with a one Storied brick built residential building, lying and situate in Mouza -- Gobindapur, J. L. No- 38, R.S. No- 9, Under District Collectorate Touzi No- 230 & 234, Pargana- Khaspur, appertaining to Dag No. 170, under Khatian no 154, with the limits of the Kolkata Municipal Corporation at present premises known and numbered as municipal premises no 27F, Rahim Ostagar Road, Post- Jodhpur Park, P.S.-Lake, Kolkata- 700068, KMC Ward No. 93, South 24 Parganas, along with right of free ingress and egress and also with all other together with all rights in common and all claims, demands areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances, rights and privileges.
- v) **BUILDING SHALL MEAN** and include the proposed **Ground + Three Storied Building**, which is intended to be constructed on the land comprising in the said premises as per the Plan prepared by the Developer herein.



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- vi) **THE PLAN SHALL MEAN** the plan, elevations, designs and specification of the Construction as prepared by the DEVELOPER.
- vii) **THE COMMON SERVICE AREA** shall mean all corridors, LIFT, Stair ways, Passage, roof, Common lavatories, ways, Paths, Pump Room, over head water tank, underground water reservoir, water pump septic tank, sewerage, drainages, all open spaces and other constructions and relevant facilities attached with the Proposed Building.
- viii) **SALEABLE SPACE** shall mean all spaces in the newly constructed Building available for independent use and occupation along with the spaces for common uses.
- ix) **ARCHITECT** shall mean the person and / or firm to be appointed by the Development for all Planning, Design and Supervising the Construction of the Proposed Building.
- x) **TRANSFEROR** shall mean The OWNER herein.
- xi) **TRANSFeree** shall mean the intending purchaser/s who will purchase the Flat/Unit/Car Parking/ Garage/ Shop/ Apartment in the newly constructed Building (Under DEVELOPER'S Allocation Only).
- xii) **OWNERS' ALLOCATION** shall mean and include a) Entire Third Floor, and b) One Covered Car Parking at Ground Floor, in the said Proposed Ground + Three Storied Building and Rs.65,00,000/- (Sixty Five Lakhs) Only as Non-adjustable and non-refundable amount, will be paid by instalments upto delivery of Owner's Allocation, out of which a) at the time of Agreement Rs.55,00,000/- b) after obtaining KMC Sanction Plan / within next 3 Months rest of Rs.10,00,000/- , along with all easement right, title and interest over the said Premises together with undivided proportionate share of Land of the Premises, which is more fully described in 'SCHEDULE-C' herein.
- xiii) **DEVELOPER'S ALLOCATION** shall mean the rest area of the Proposed Ground + Three Storied Building, consisting of Flat, Car Parking Space, Commercial Space and other Spaces etc., save and except the OWNER'S allocation in the said Property along with all easement right, title and interest over the said Premises, which is more fully described in 'SCHEDULE-C' herein.
- xiv) **CONSIDERATION** shall mean the OWNER'S allocation at the cost of the DEVELOPER as aforesaid will be treated as consideration to be given to the OWNER against which the OWNER will transfer proportionate undivided share or interest of land in the premises attributable to the DEVELOPER'S Allocation.
- xv) **DELIVERY OF VACANT POSSESSION** shall mean that the OWNER shall hand over the peaceful and vacant possession of the said Land and Premises well demarcated physical possession to the DEVELOPER for



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Construction of the Proposed Building thereon at the date of execution of this development Agreement.

- xvi) **TIME** shall mean the DEVELOPER will complete the OWNER allocation in habitable condition and deliver the possession of the same to the OWNER within 18 (Eighteen) months from the date of obtaining sanctioned Building Plan and if required an additional time of another 6 (Six) Months for complete such construction.

**OWNER'S OBLIGATION**

1. The DEVELOPER shall be entitled to construct and complete the proposed building in accordance with sanctioned Plan without any interference and hindrance from the ends of the OWNER herein but the OWNER shall have every right for inspection about the quality of Materials to be used.
2. During the continuance of this agreement the OWNER shall not let out, grant lease, mortgage the said property or premises and Land or any part or portion of the same to any other party without the consent and permission in writing of the DEVELOPER.
3. The OWNER shall execute all deeds of conveyances for conveying the undivided proportionate share of the Land relating to the DEVELOPERS allocation in the said Building, such as Regd. Development Agreement, Deed of Amalgamation, Power of Attorney/ Development Power of Attorney, Boundary declaration, Deed of Sale or Deed of Conveyance etc.
4. The OWNER shall execute a registered Development Power of Attorney in favour of the DEVELOPER authorizing inter alia to construct the proposed Building and to sell, transfer the Flats/Units/Car Parking/ Garage/ Apartments from the DEVELOPER's allocation and further to transfer the undivided Proportionate share or interest of the Land and Premises attributable to the DEVELOPERS allocation and to receive consideration thereof from the intending Purchasers at its discretion and to register and present deed of conveyance in respect of undivided proportionate share or interest in the Land and Premises attributable to the DEVELOPERS allocation.
5. That the OWNER shall not Claim the value of demolished old and dilapidated structure along with all fittings and fixtures and the as the Value of the said demolished structure.
6. The OWNER shall liable to produce all the Original of Title Deeds and Documents related to the said Property to the DEVELOPER against proper receipt, those documents shall remain with the DEVELOPER till the formation of association of the said building at the time of starting of construction works in the Schedule "A" mentioned Property.



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7. That the OWNER in any circumstances not entitled to claim any extra amount from the DEVELOPER beyond this instant Development Agreement and also the OWNER shall execute respective DEVELOPEMNT AGREEMENT and DEVELOPMENT POWER OF ATTORNEY for Sale, convey, Transfer & assign of the Flat, Car Parking etc. in favour of the DEVELOPER herein.
8. The OWNER shall be solely liable and responsible for Delivering of the peaceful and vacant well demarcated physical possession of the said property to the DEVELOPER free from all encumbrances, charges, liens, whatsoever and at the same time the OWNER shall execute a General Power of Attorney in favour of the DEVELOPER to deal with the Schedule A property and also to take consideration money from the intending purchasers.
9. The OWNER shall extend all reasonable co-operation to the DEVELOPER for effecting construction of the Proposed building free of cost and also if the DEVELOPER request to any Deed of Amalgamation in that case the OWNER shall be bound to execute such Deed without any plea and also they settled their internal disputes amongst the OWNER herein and in this respect the Developer shall not liable for the said dispute.
10. The OWNER and DEVELOPER shall equally bear all proportionate share of Taxes including GR or Amalgamation Charges if any and imposition in the respect of the Property up to the date of execution of this Agreement and thereafter from the date of delivery of OWNER allocation and/or part thereof from the date of getting possession of the OWNER allocation from the DEVELOPER. The OWNER shall be entitled to sell, transfer or otherwise deal with his portion in the newly constructed Building without reference to the DEVELOPER.

#### DEVELOPER'S RIGHT

1. The OWNER hereby grant exclusive right to the DEVELOPER to built and complete the proposed Building and to commercially exploit the DEVELOPER's allocation without any obstruction from the Side of the OWNER.
2. The DEVELOPER shall have full right and absolute authority to enter into any agreement with any purchaser in respect of the DEVELOPER's allocation at any price of its discretion and to receive any advance / consideration in full thereof.
3. The DEVELOPER shall entitle to receive, collect and realize all money out of the DEVELOPER's allocation without creating any personal liabilities of the OWNER and also DEVELOPER is entitled to received all Sale amount or Materials obtained after demolition of the existing structure upon the Schedule Property and OWNER shall not entitled to



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claim any amount or part in any way and as the Value of those Materials.

4. The DEVELOPER shall be so far as it necessary to apply for and obtain quota of cement, steel, bricks and others building materials for construction of the building. The DEVELOPER shall be solely responsible any misuse, misappropriation of the quota items so obtained.
5. The DEVELOPER shall entitle to deliver the Flats and spaces pertaining to the DEVELOPER's allocation to any intending Purchasers.
6. The DEVELOPER shall be entitled to transfer the undivided proportionate share of the Land in the property attributed to the DEVELOPER's allocation on the strength of the this Development Agreement and / or the Regd. General Power of Attorney given by the OWNER.
7. The DEVELOPER shall be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the DEVELOPER allocation in the building.
8. That if the Developer is unable to complete the said Proposed Building within the stipulated time for the difficulties on the part of the OWNER herein then the Developer shall have full right to claim compensation from the OWNER along with interest and also the stipulated time shall be extended beyond the period mentioned in this Agreement, if the Developer is unable to complete the said Proposed Building within the stipulated time of 18 (Eighteen) months from the date of obtaining sanctioned Building Plan and if required an additional time of another 6 (Six) Months for complete such construction, failing which the DEVELOPER shall liable to pay compensation to the OWNER.
9. That the time shall be counted from the starting of construction works as per KMC Sanctioned Building Plan of the Premises i.e. the schedule "A" mentioned Property.
10. That the OWNER shall be liable to assist or help in every respect for the smooth and safe construction of the said proposed Building in the said Property without any obligations and others.

#### **DEVELOPER'S OBLIGATION**

1. The DEVELOPER will deliver the OWNER' allocation to the OWNER herein within 18 (Eighteen) months from the date of obtaining sanctioned Building Plan and if required an additional time of another 6 (Six) Months for complete such construction.
2. The DEVELOPER will complete the OWNER allocation with the specification annexed hereto.
3. The DEVELOPER will construct the building with best quality material available in the market.



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4. The DEVELOPER will bear all costs arising out of the construction of the proposed building.
5. The DEVELOPER will bear all taxes till the completion of the building and after the delivery of the OWNER allocation to the OWNER, then the DEVELOPER shall pay the municipal tax or rates only for its allocation but till the date of Agreement all such previous liabilities will be paid equally by the OWNER and DEVELOPER.

#### OWNER' INDEMNITY

1. The OWNER declare that the Premises is free from all encumbrances whatsoever and the OWNER has full right and absolute authority to enter in to this agreement with the DEVELOPER.
2. The OWNER declares that save and except the OWNER herein, no other person have any right, title and interest over the said land and premises.
3. The OWNER declare that no other agreement whatsoever has been executed earlier in respect of the said Land and Premises.
4. The OWNER declare that there is no defect in the title of the OWNER in respect of the said Land and Premises.
5. That the OWNER are declare that he has neither sold, mortgage, assign, transfer, conveyed, Gifted or otherwise the Schedule mentioned property nor made or executed any Agreement or other instrument in that respect.

#### DEVELOPERS INDEMNITY

1. The DEVELOPER indemnifies the OWNER against all claims, action, suits and proceedings arising out of any acts of the DEVELOPER in connection with the construction of the proposed Building.
2. That for any deviation or alteration from the Sanction building plan the DEVELOPER will be solely responsible and any penalty imposed must be paid by the DEVELOPER.
3. The DEVELOPER will be solely responsible for security and safety of the its workers/ labours during the entire period of construction work.
4. The DEVELOPER has full power and authority to receive consideration amount from the intending purchasers from DEVELOPER'S ALLOCATION at the same time indemnifies the OWNER from any litigations actions or deeds regarding any advance or consideration thus received and further declares that DEVELOPER is entirely responsible against any eventualities.

#### COMMON RESTRICTIONS

1. Neither Party shall use or permit to use of their respective allocation or any portion of the newly constructed building to carrying any unlawful



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Business or activity detrimental to the peaceful living of the other occupiers of the said building.

2. Neither party shall demolish or permit to demolish any wall or make any structural alteration to the Building.
3. Both the parties shall jointly form association and/or common body to look after the maintenance of the building.
4. Neither party shall be use/permit to be use of their respective allocations or any portion of the newly constructed building for storing articles which may be detrimental to the free ingress and egress to the Building or part thereof.
5. Both the parties will bear proportionate Taxes, Maintenance cost and day to day expenditure of their respective allocation from the date of getting their respective allocation.

#### **MISCELLANEOUS**

1. The OWNER and the DEVELOPER have entered into this agreement as a contract and nothing herein shall deem to construct a partnership between the OWNER and the DEVELOPER in any manner whatsoever.
2. Save and except this agreement no agreement and/or/on/representation exist or will have any validity.

#### **FORCE MAJURE**

1. That the Parties hereto shall not in considered to be liable for any obligations hereunder to the extend that the performance of the relative obligations was prevented by any force- majeure and this Construction shall remain suspended during the duration of such force majeure, if any.
2. That FORCE MAJURE shall means devastating Floods, Earth - Quake, Riot, Storm, tempest, Civil Commotion, strikes, and /or any other act or Commission or Omission, beyond the control of the Parties hereto.

#### **JURISDICTION**

That incase any disputes or differences on any question arising between the Parties hereto with regard to this Agreement the same shall be referred the appropriate Court of Law i.e. the Court at Alipore, South 24 Parganas and the High Court at Kolkata, shall have the Exclusive Jurisdiction over this Agreement.

#### **STATUTORY PARAGRAPH FOR DEVELOPMENT AGREEMENT**

BE IT NOTED THAT BY THIS DEVELOPMENT AGREEMENT AND THE RELATED DEVELOPMENT POWER OF ATTORNEY, THE DEVELOPER SHALL ONLY BE ENTITLED TO RECEIVE CONSIDERATTON MONEY BY EXECUTING AGREEMENT/ FINAL DOCUMENT FOR TRANSFER OF PROPERTY AS PER PROVISIONS LAID DOWN IN THE SAID DOCUMENTS AS A DEVELOPER WITHOUT GETTING ANY OWNERSHIP OF ANY PART OF THE PROPERTY UNDER SCHEDULE. THIS DEVELOPMENT AGREEMENT

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AND THE RELATED DEVELOPMENT POWER OF ATTORNEY SHALL NEVER BE TREATED AS THE AGREEMENT/ FINAL DOCUMENT FOR TRANSFER OF PROPERTY BETWEEN THE OWNER AND THE DEVELOPER IN ANYWAY. THIS CLAUSE SHALL HAVE OVERRIDING EFFECT TO ANYTHING WRITTEN IN THESE DOCUMENTS IN CONTRARY TO THIS CLAUSE.

**DEVELOPMENT POWER OF ATTORNEY**

**KNOW ALL MEN BY THIS INDENTURE.** I, the above mentioned Owners herein, do hereby appoint the aforesaid DEVELOPER/ SECOND PART, as our Lawful Attorney, in our name and on our behalf to do and execute and perform or cause to be done, executed, and performed all the following acts, deeds and thing to our property including from starting Construction of a **Ground + Three Storied Building** to completion of the said Building and this instant Power of Attorney is Given for the Development Work upon the Schedule mentioned Property And also to Transfer the Developer's Allocation as per the Development Agreement executed between the Owners and the Developer herein, which are more fully written in the schedule below, Viz.

1. To do execute and perform any act or acts, deed or deeds, matter or matters or things whatsoever which in the opinion of our said Attorney ought to be done, executed and performed in relation to our property or our concern and engagements or affairs, ancillary or incidental thereto as fully and effectually as we ourselves could do the same if we personally present.
2. To look after, work, control, Construction, Erection, manage and supervise the management, maintenance of our property.
3. To sign and give notice or notices to any tenant or tenants and other occupiers of the property to quit and vacate or to repair any damage or to abate any nuisance or to remedy a breach thereof and also to receive any notice, letters by Registered post or any other manner and receive Rent or any amount of money which is now due or henceforth becomes due from any tenant or tenants or others occupants of the premises and to sign / issue receipts thereof.
4. To make sign and verify all applications or objections to appropriate authorities for all and / or any License, Sanction, Permission or Consent, etc. required by law in connection with the management of the Schedule mentioned property or properties from any appropriate authorities.
5. To accept and withdraw on our behalf any compensation payable to us for acquisition or compulsory purpose, requisition or hiring of any



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land or building belonging to our estate by the government or any competent body or authority.

6. To appoint staffs and workers and to settle their remuneration and other terms of office and to dismiss or suspend them.

7. To appear for and represent us before the board of Revenue, Collector of any District, Sub-Divisional Officer, any Magistrate, Judge, Munsif and in all Government Offices, Kolkata Municipal Corporation, Kolkata Improvement Trust, Commissioners of any Division in all matters and things relating to our said Estate or it's affairs.

8. To appear for and to represent us in all the Court, Civil, Criminal or Revenue, including Land Tribunals, High Court Original, Revisional or Appellate and in any Offices to sign, execute, verify and File Plaints, Written Statements and Petitions, Writ Applications, Memo of Appeal, Letter, Applications and also to present Execution of Decrees or Orders of any Court before any competent Court of Law and to accept of all Summons, Notice and other process of Law and to appoint, engage on our behalf Pleaders, Advocates, Solicitors etc. and also sign Vokalatnama and do all whenever our said Attorney shall think proper to do so and to discharge and / or terminate his or their appointment and do all things necessary in connection therewith.

9. To compromise, compound or withdraw Cases or Suits or be non-suited to refer to Arbitration all disputes and differences on our behalf and to Sign, verify all application or objection to defend any suit or suits or filed against us and to file any suits in any court of Law against the offender and to the appropriate authorities for all or any of the purposes, permission or consent etc. regarding schedule mentioned property when our Attorney deem fit and proper on our behalf.

10. To withdraw and receive documents or money from any Court, Office or Opposite Party, either in execution of Decrees or Otherwise, and to do all the acts that may be necessary in connection with any of such cases.

11. To draw, accepts, endorse, negotiate, retire, pay any bill of exchange, Promissory Note, Cheques or others negotiable instruments which our Attorney deem necessary, fit or Proper relating to our affairs.

12. And Generally to do execute and perform any other act or acts, deed or deeds, matters or things whatsoever which in the opinion of our said Attorney ought to be done, executed and performed in relation to our Schedule mentioned property or our concern, engagements and business or affairs ancillary or incidental thereto as fully and effectually as we ourselves could do the same, if we are personally present.



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13. To negotiate on term for and to agree to enter into conclude any agreement for Sale and sell our property (Developers Allocation Only), which is more fully described in the schedule below, to any purchaser or purchasers or done at such price which our said Attorney is in absolute discretion thinks proper and/ or to cancel and/ or repudiate the same.

14. To receive from the intending purchasers any earnest money and / or advance or advances and also the balance of purchase money, and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers and upon such receipt as aforesaid act on behalf of us , for our names and as our acts, deeds, to sign, execute any Deed of Conveyance or Conveyances of the said property in favour of the afore said purchaser or his nominee / assignee before any Registration Office, Sub-Registrar or Registrar or in any other competent authorities and to do all acts, deeds and things which our said Attorney shall consider necessary for conveying the said property as fully and effectually in all respect as could do the same ourselves, in respect of Developers Allocation.

15. To made application, Submit building Plan, petition and others before the Kolkata Municipal Corporation, K.I.T, KMDA, B.L.& L.R.O, etc for obtaining Mutation, Sanctioned Building Plan, No- Objection, Clearance Certificate, Completion Certificate in our name in respect of the schedule mentioned Property for smooth running and Completion of the said Proposed **Ground + Three Storied Building** at the schedule mentioned property and to make signature, submit Building Plan for sanction before the Kolkata Municipal Corporation and also execute all such document for Obtaining the Sanctioned Building Plan from the Kolkata Municipal Corporation.

16. That this instant Power of Attorney is given for the purpose of construction a **Ground + Three Storied Building** upon the schedule mentioned property without any interferences' from others and also as per the sectioned Building Plan and also as per the Development Agreement executed between the Owners and the Developer and the instant Power of Attorney is given For development Work including obtaining Sanctioned Building Plan from the Kolkata Municipal Corporation and also for transfer of the DEVELOPERS ALLOCATION within the said Building.

17. To sign and executed all other Deeds, Declaration, Instruments, pay taxes before the Kolkata Municipal Corporation or any local authorities and assurances which he shall consider necessary and to enter into and / or agree to such covenants and conditions as may be required for fully and effectually the said property as we could do



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ourselves, if personally present for mutation, Registration and other purposes.

18. To negotiate terms and enter into Agreement or Agreements for Sale or Sales with the intending Purchaser or Purchasers and / or to cancel and / or repudiate the same and to sell our property on our behalf to the different Purchasers and to received any earnest money or advances either in Cash, Cheque, Bank Draft, Demand Draft, Pay Order etc. from intending Purchasers and also received balance of the consideration money either in Cash, Cheque, Bank Draft, Demand Draft, Pay Order etc. on our behalf and to grant necessary receipt / receipts and acknowledge/ acknowledges and to take all such necessary steps before the Registering authority on our behalf, in respect of DEVELOPERS ALLOCATION.

19. AND GENERALLY to Represent me, sign, execute and registered any Agreement for sale, Sale Deed, Conveyance, Declaration, Boundary Declaration etc. before any Registrar of Assurances, District Registrar and Sub-Registrar etc. and to register, executed, sign Conveyance, Sale Deed, Equitable Mortgage and other documents in our names and our behalf in respect of Schedule mentioned property in favour of the intending Purchaser or Purchasers or any others Persons as fully and effectually in all respects as I could do the same ourselves, in respect of DEVELOPER'S ALLOCATION.

That We hereby agree and undertake to ratify and confirm all and whatsoever our said attorney, under the power in that behalf herein before contained, shall lawfully do, execute or perform In exercise of the power, authorities and liberties hereby conferred upon, Under and by virtue of this deed.

#### SCHEDULE "A"

##### (Entire Property/ Premises)

ALL THAT piece and Parcel of bastu Land measuring more or less 03 (Three) Cottahs, 04 (Four) Chittaks and 00 (Zero) Sq. Ft. more or less, together with a one storied brick built residential building measuring more or less 1300 Sq.Ft., lying and situate in Mouza - Gobindapur, J. L. No- 38, R.S. No- 9, Under District Collectorate Touzi No- 230 & 234, Pargana- Khaspur, appertaining to Dag No. 170, under Khatian no 154, with the limits of the Kolkata Municipal Corporation at present premises known and numbered as municipal premises no 27F, Rahim Ostagar Road, Post- Jodhpur Park, P.S.-Lake, Kolkata- 700068,



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KMC Ward No. 93, being Assessee No- 21-093-12-0159-1, South 24 Parganas, being butted and by:-

ON THE NORTH : by 13 Feet wide Road.  
 ON THE SOUTH : Other Tiled Shed.  
 ON THE EAST : Other House.  
 ON THE WEST : Vacant Land.

**SCHEDULE "C"**

**(OWNERS' allocation)**

**OWNERS' ALLOCATION** shall mean and include a) Entire Third Floor, and b) One Covered Car Parking at Ground Floor, in the said Proposed Ground + Three Storied Building and Rs.65,00,000/- (Sixty Five Lakhs) Only as Non-adjustable and non-refundable amount, will be paid by instalments upto delivery of Owner's Allocation, out of which a) at the time of Agreement Rs.55,00,000/- (Fifty Five Lakhs Only) b) after obtaining KMC Sanction Plan / within next 3 (Three) Months rest of Rs.10,00,000/- (Ten Lakhs Only) , along with all easement right, title and interest over the said Premises together with undivided proportionate share of Land of the Premises.

**SCHEDULE "D"**

**(DEVELOPER'S ALLOCATION)**

**DEVELOPER'S ALLOCATION** shall mean the rest area of the Proposed Ground + Three Storied Building, consisting of Flat/s, Car Parking Spaces, Commercial Spaces, other Spaces etc. with every right to Sale, Convey, Transfer, Assign the same to any Third Party / Proposed Purchaser, save and except the OWNERS' Allocation in the said Property as described in SCHEDULE- C aforesaid along with all easement right, title and interest over the said Premises.

**SCHEDULE "E"**

**(Details technical specification of the building)**

1. R.C.C. Construction: R.C.C Super structure be constructed as per the Plan and specification suggested by the Architect Engineer and approved by the DEVELOPER.
2. The super structure shall comprise of:
  - i) R.C.C Foundation,



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE

08.10.2024

- ii) R.C. Beam
  - iii) R.C. Flooring of roof
  - iv) Common Spaces, Passage, Stair & Lift Room
3. R.C.C. WORKS: All reinforcement cement concrete work in foundation and Super structure will be 1:2:4 proportioned provided with M.S reinforcement as per the design of the sanctioned plan.
  4. Masonry works : All outside Brick wall will be 8" Brick wall with 1:6 Cement mortar and all internal brick wall will be 5"/3" brick wall with 1:4 Cement mortar with partition net in every forth layer would be constructed Using good quality bricks, cement and sand.
  5. Plastering: All R.C.C. Work and Brick Works will be finished with 1 : 4 Cement Mortar.
  6. OUT SIDE FINISH: Outside surface would be finish with weather coat.
  7. INTERIOR SURFACE FINISH: Interior surface finish would be done with Putty to give smooth surface.
  8. FLOORING: All floors of bed rooms, drawing room Marble/ Vitrified Tiles.
  9. DOORS: Main Door will be made of woods with Godrej Lock and other doors will be both side sun mica finished flash doors.
  10. WINDOWS: All windows will be Aluminium frame with glass of standard specification.
  11. GRILL & RAILING: All windows Grill and Railing will be fabricated with M.S Bar with suitable modern designed coated with red lead primer.
  12. ROOF AND TERRACE: Anti Skied Tiles will be fitted at the Floor of the Roof for water proofing the same. Rain water Pipes will be provided wherever necessary for drainage of roof water. 3'-0" Height Parapet Wall will be provided all round the roof and finished with plastering.
  13. KITCHEN: Kitchen Floor will be provided with marble, Kitchen Table (Platform) to and walls up to 3'-0" height (adjacent to table) will be provided with Black Stone Slab with Granite Top along with steel - made Sink, standard size without Tray.
  14. TOILETS: All Toilet Floors will be with Tiles and walls up to 6'-0" height would be White / Colour Tiles.
  15. SANTTARY & PLUMBING: All toilet will be provided with one English Type Commode with low level Cistern, one basin, All. C.P.B.C. Pipes line will be concealed with Hot and Cold water lines for Geyser, Shower and Taps and provided with good quality C.P. fittings in kitchen two taps will be provided that one tap will provided in one of Balcony.
  16. WATER SUPPLY: Water will be distributed to all Flats and other area from the Over Head Water Reservoir of suitable capacity. Water will be stored in an Underground Reservoir, which will be connected with the Kolkata Municipal Corporation's Supply source, from underground



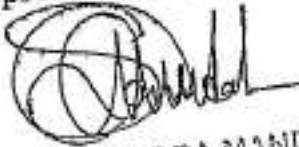
DISTRICT SUB REGISTRAR-III  
SOUTH 24 PARG., ALIPORE  
09 DEC 2024

- reservoir Water will be Lilted Pumped to the overhead reservoir by Electric Motor and Pump.
17. ELECTRIFICATION: All wiring will be Concealed Conduit with Copper Cables of sizes along with proper D.B. and MCB's.
18. FITTINGS: All fittings & Fixture for water and Electrics supply as per DEVELOPER's choice and any change of addition, on request must be done. Extra Works means extra cost.

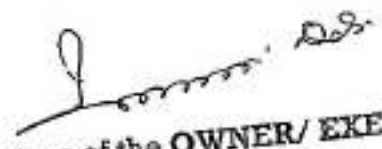
**IN WITNESS WHEREOF** the parties hereunto set and subscribe their respective hands and seal the day, month and year first above written.

**SIGNED AND DELIVERED**  
In presence of: **WITNESSES**

1.



**SOUREN CHANDRA MANDAL**  
Advocate  
'Prabhabati Bhaban'  
5A, Purbachal M.G. Road, 1st Lane,  
Post-Halbu, P.S.-Garia, Kolkata-700078  
Mob-9433066315/9674361736



Signature of the **OWNER/ EXECUTANT**

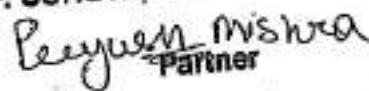
A.P. CONSTRUCTION

Partner

2.

Suprabhat Mukhy  
VIII P.O  
Chandradaha  
P.S. Bishnupur

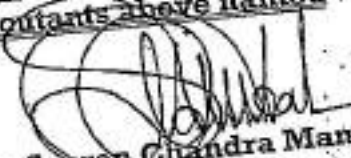
A.P. CONSTRUCTION



Partner

Signature of the **DEVELOPER / ATTORNEY**

Drafted and prepared as per directions  
and documents supplied to me by the  
executants above named



**Mr. Souren Chandra Mandal**  
Advocate (WB/1368/2004)

M- 9433066315, Email- advocatesouren@gmail.com  
Alipore Judges' Court, Kolkata-27.



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PARG., ALIPORE  
11.9. DEC 2024

**MEMO OF CONSIDERATION**

RECEIVED the part consideration of Rs.55,00,000/- (Fifty Five Lakhs) Only out of Rs.65,00,000/- (Sixty Five Lakhs) Only regarding DEVELOPEMENT of SCHEDULE Property in presence of the within named witnesses as per follows:

1. By fund transfer of Rs. 5,00,000/- vide UTR No - PUNBR52024120615745261 on Standard Char Bank, Calcutta Br. on 06/12/2024.
2. By fund transfer of Rs. 50,00,000/- on Standard Char Bank, Calcutta Br. on 09/12/2024, vide UTR NO - PUNBR52024120915822536.

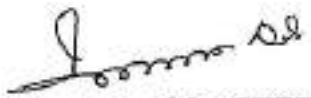
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Total: Rs.55,00,000/- (Fifty Five Lakhs) Only

**WITNESSES:**

1.

  
**SouREN CHANDRA MANDAL**  
 Advocate  
 'Prabhabeti Eshban'  
 5A, Purbachal M.G. Road, 1st Lane,  
 Park Road, P.S-Garia, Kolkata-700078  
 Mob-9433066315/9974361736

  
 Signature of the OWNER

2. Suprobnat Mathy



DISTRICT SUB-REGISTRAR-III  
SOUTH 24 P.S., ALIPORE  
04 DEC 2024



Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger

NAME INDRAJIT DAS.

Signature Indrajit Das



Left Hand					
Right Hand					
	Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger

NAME Piyush Das

Signature Piyush Das



Left Hand					
Right Hand					
	Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger

NAME Preetam Mishra

Signature Preetam Mishra

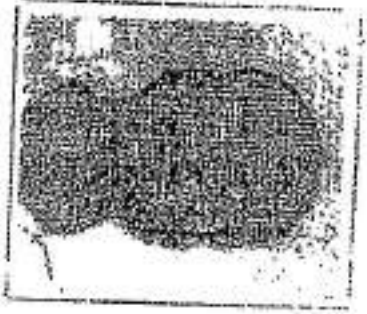
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NAME.....

Signature.....



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE  
09 DEC. 2024



সুপ্রভাত মাইতি

Suprobat Maitty

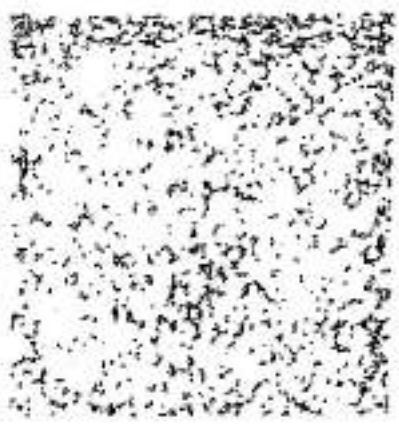
জন্মতারিখ / DOB: 21/10/1981

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শ্রী অক্ষয়, শ্রী মহেশ



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uidai@gov.in

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সুপ্রভাত মাইতি

সুপ্রভাত মাইতি

সুপ্রভাত মাইতি  
১৯৮১ সালের ১০ মাস ২১ তারিখে  
জন্মগ্রহণ করেছেন।

Address: S/O Bhudataran Maitty  
CHANDAMAH, Chandernagore South  
Twenty Four Parganas West Bengal  
743503

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১৯৮১

স্বপ্রভাত মাইতি  
Suprabhat Maity  
Unique Identification Authority  
Government of West Bengal



স্বপ্রভাত মাইতি  
Suprabhat Maity  
Unique Identification Authority  
Government of West Bengal



স্বপ্রভাত মাইতি

Suprabhat Maity

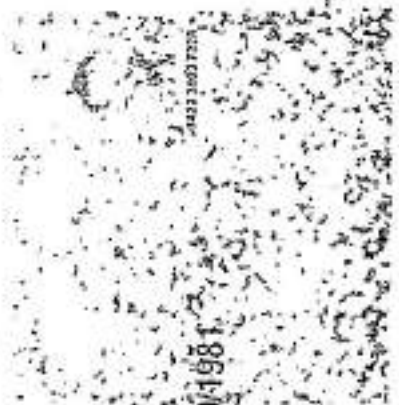
জন্মতারিখ / DOB: 21/10/1981

Suprabhat Maity  
Charanjivpur MALE  
Ward Burdwan

7422331037228

স্বপ্রভাত মাইতি  
Suprabhat Maity  
Unique Identification Authority  
Government of West Bengal

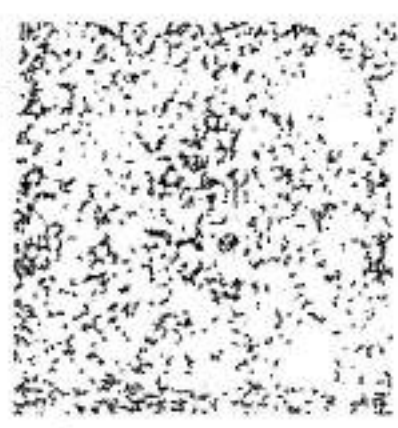
A.P. CONSTRUCTION



✉ help@uidai.gov.in

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7423 3103 7228



Address: S/O Bhupatman Maity  
CHANDANAGRA, Chandernagore South  
Twenty Four Parganas West Bengal  
743503

স্বপ্রভাত মাইতি  
Suprabhat Maity  
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স্বপ্রভাত মাইতি  
Suprabhat Maity  
Unique Identification Authority  
Government of West Bengal

### Major Information of the Deed

Deed No.	I-1603-21962/2024	Date of Registration	24/12/2024
Query No./Year	1603-2003041891/2024	Office where deed is registered	D.S.R. - III SOUTH 24-PARGANAS, D South 24-Parganas
Query Date	02/12/2024 12:12:45 AM		
Applicant Name, Address & Other Details	Souren Chandra Mandal PRABHABATI BHABAN 5A PURBACHAL MG ROAD 1ST LANE Purbachal Haltu, Thana : Kasba, District : South 24-Parganas, WEST BENGAL 700078, Mobile No. : 9674361736, Status : Advocate		
Transaction	Additional transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, [Rs : 55,00,000/-]		
Set Forth value	Market Value		
Rs. 1,00,001/-	Rs. 1,11,63,750/-		
Stamp duty Paid (SD)	Registration fees Paid		
Rs. 20,121/- (Article:48(g))	Rs. 55,080/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assent s area)		

### Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rahim Road, Premises No: 27F, Ward No: 093 Pin Code : 700068



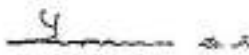
Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	Set Forth Value (In Rs)	Market Value (In Rs)	Other
L1	(RS -)		Bastu	3 Katha 4 Chatak	1,00,000/-	1,01,88,750/-	Width of Road: 13
Grand Total :				5.3625Dec	1,00,000 /-	101,88,750 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs)	Market value (In Rs)	Other Details
S1	On Land L1	1300 Sq Ft.	1/-	9,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof ty Pucca, Extent of Completion: Complete					
Total :		1300 sq ft	1/-	9,75,000 /-	








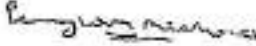
**Land Lord Details :**

Sl No	Name	Address	Photo	Finger print	Signature
1	<b>Mr Indrajit Das</b> Son of Late Ajit Kumar Das Executed by: Self, Date of Execution: 09/12/2024 , Admitted by: Self, Date of Admission: 09/12/2024 ,Place : Office			 Captured	
	Lake Road, 8A,, City:- Not Specified, P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: B Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.:: ADxxxxxx3F, Aadhaar No: 51xxx Status :Individual, Executed by: Self, Date of Execution: 09/12/2024 , Admitted by: Self, Date of Admission: 09/12/2024 ,Place : Office				

**Developer Details :**

Sl No	Name	Address	Photo	Finger print	Signature
1	<b>A.P. Construction</b> Kali Bari Lane, 22, City:- Not Specified, P.O:- Dhakuria, P.S:-Lake, District:-South 24-Parganas, West India, PIN:- 700031 Date of Incorporation:XX-XX-2XX4 , PAN No.:: BHxxxxxx8Q,Aadhaar No Not Provided, Status :Organization, Executed by: Representative				

**Representative Details :**

Sl No	Name	Address	Photo	Finger print	Signature
1	<b>Mr Avijit Das (Presentant )</b> Son of Mr Mukul Das Date of Execution - 09/12/2024, , Admitted by: Self, Date of Admission: 09/12/2024, Place of Admission of Execution: Office			 Captured	
	1/41, Jahura Bazar Lane, City:- Not Specified, P.O:- Kasba, P.S:-Kasba, District:-South 24-Pa West Bengal, India, PIN:- 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen Date of Birth:XX-XX-1XX0 , PAN No.:: BHxxxxxx8Q, Aadhaar No: 36xxxxxxxx7728 Status : Representative, Representative of : A.P. Construction (as Partner)				
2	<b>Mr Peeyush Mishra</b> Son of Mr Virendra Mishra Date of Execution - 09/12/2024, , Admitted by: Self, Date of Admission: 09/12/2024, Place of Admission of Execution: Office			 Captured	
	Dec 9 2024 2:14PM LT 09/12/2024 09/12/2024				

S.K. Deb Road, 484, City:- Not Specified, P.O:- Sreebhumi, P.S:-Dum Dum, District:-North 24 Parganas, West Bengal, India, PIN:- 700048, Sex: Male, By Caste: Hindu, Occupation: Business Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: CSxxxxxx6H, Aadhaar No: 89xxxxxxx Status : Representative, Representative of : A.P. Construction (as Partner)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Suprobhat Maity</b> Son of Late Bhabataran Maity Vill And P.O Chandandaha, City:- Not Specified, P.O:- Chandandaha, P.S:- Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 743503		 Captured	
	09/12/2024	09/12/2024	09/12/2024

Identifier Of Mr Indrajit Das, Mr Avijit Das, Mr Peeyush Mishra

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Indrajit Das	A.P. Construction-5.3625 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Indrajit Das	A.P. Construction-1300.00000000 Sq Ft

Endorsement For Deed Number : I - 160321962 / 2024

On 09-12-2024

Presentation Under Section 32 & Rule 22A(3) & 16(1) W.B. Registration Rule, 1962

Presented for registration at 14:12 hrs on 09-12-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS, Avijit Das ..

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 1,11,63,750/-

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

Execution is admitted on 09/12/2024 by Mr Indrajit Das, Son of Late Ajit Kumar Das, Lake Road, 8A,, P.O:- S. Road, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by profession Business

Indetified by Mr Suprobhat Maity, . . Son of Late Bhabataran Maity, Vill And P.O Chandandaha, P.O: Chandandaha Thana: Bishnupur, , South 24-Parganas, WEST-BENGAL, India, PIN - 743503, by caste Hindu, by profession

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

Execution is admitted on 09-12-2024 by Mr Avijit Das, Partner, A.P. Construction (Partnership Firm), Kali Barua Road, 22, City:- Not Specified, P.O:- Dhakuria, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700031

Indetified by Mr Suprobhat Maity, . . Son of Late Bhabataran Maity, Vill And P.O Chandandaha, P.O: Chandandaha Thana: Bishnupur, , South 24-Parganas, WEST BENGAL, India, PIN - 743503, by caste Hindu, by profession

Execution is admitted on 09-12-2024 by Mr Peeyush Mishra, Partner, A.P. Construction (Partnership Firm), Kali Barua Road, 22, City:- Not Specified, P.O:- Dhakuria, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700031

Indetified by Mr Suprobhat Maity, . . Son of Late Bhabataran Maity, Vill And P.O Chandandaha, P.O: Chandandaha Thana: Bishnupur, , South 24-Parganas, WEST BENGAL, India, PIN - 743503, by caste Hindu, by profession

Payment of Fees


Certified that required Registration Fees payable for this document is Rs 55,060.00/- ( B = Rs 55,000.00/- , J = Rs 28.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 55,028.00/- Online on 09/12/2024 1:32AM with Govt. Ref. No: 192024250307212648 on 09-12-2024, Amount Rs: 55,028.00/- SBI EPay ( SBIEPay), Ref. No. 4419586734733 on 09-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Duty by online = Rs 20,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 6908, Amount: Rs.50.00/-, Date of Purchase: 04/10/2024, Vendor name: . . . . .  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal  
Online on 09/12/2024 1:32AM with Govt. Ref. No: 192024250307212648 on 09-12-2024, Amount Rs: 20,071/- SBI EPay ( SBIEPay), Ref. No. 4419586734733 on 09-12-2024, Head of Account 0030-02-103-003-02

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

On 24-2-2024  
Certificate of Admissibility (Rule 43 West Bengal Registration Rules, 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number (g) of Indian Stamp Act 1899.



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 564902 to 564927  
being No 160321962 for the year 2024.



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2024.12.24 17:29:24 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 24/12/2024  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.