

08856/22

7-8616/2022



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

AG 779395

Handwritten notes: 06-22, 8/088002/22

Official Bengali text from the Registrar of Assurances, South 24-Parganas.

Signature of the District Sub-Registrar and date 06-06-2022.

DEVELOPMENT POWER OF ATTORNEY
(after Registered Development Agreement)

KNOW ALL MEN BY THESE PRESENTS SHALL COME, I, SOMNATH DEY (having PAN ASDPD3876E, Aadhaar No. 8100 2598 6217), son of Late Bimalendra Nath Dey alias Bimalendu Nath Dey, by faith Hindu, by Nationality Indian, by occupation Service, residing at Kamrabad Bose Para, Sonarpur, Kolkata-700 150, Post Office and Police Station Sonarpur, District South 24-Parganas, (hereinafter for the sake of brevity jointly called the APPOINTER/PRINCIPAL) SEND GREETINGS.

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W H E R E A S :

- A) Under the Law of Inheritance and upon demises of my Predecessor-in-interest from time to time, I acquired my absolute ownership over ALL THAT the piece or parcel of **12 (twelve) Cottahs 11(eleven) Chhitacks 13 (thirteen) Sq. ft.** more or less of **Bastu land** together with old one storied pucca residential structures of 600 (six hundred) Sq. ft. more or less standing thereon or on part thereof situated lying at **Mouza Kamrabad, J.L. No.41, in L. R. Dag No. 5105** (part of R. S. Dag No.5104), in **L. R. Khatian No. 22355** (R.S. Khatian No.507), Police Station and Addl. District Sub-Registration Office **Sonarpur**, District South 24-Parganas, being the **Holding No. 5992, Kamrabad (old No. 540, Kamrabad), Kolkata-700 150** within the limits of Rajpur-Sonarpur Municipality under its Ward No.9 and being thus absolute Owner of the said property, on **06th day of June, 2022**, I have entered into one Development Agreement with **RSR ASSOCIATE (having Income Tax PAN AAVFR7022G)**, a Partnership Firm having its Office at No.138, Aghore Sarani, Kolkata- 700 149, Post Office and Police Station Sonarpur, constituted by its **Partners viz., (1) SRI RAJIB SARDAR (having PAN BFSPS9902P, Aadhaar No. 4852 5320 1716)**, son of Sri Rabindra Nath Sardar, residing at Kamrabad Mandirtala, Kolkata-700 150, Post Office and Police Station Sonarpur, District South 24-Parganas, **(2) SRI RABINDRA NATH PATRA (having PAN AQKPP0712E, Aadhaar No. 7600 8985 4285)**, son of Late Mrityunjoy Patra, residing at Ramdhan Bose

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Road, Bose Para, Kolkata-700 149, Post Office Rajpur, Police Station Sonarpur, District South 24-Parganas and **(3) SRI SANTONU DAS (having PAN AIDPD9594R, Aadhaar No.7516 3157 5274)**, son of Late Jagannath Das, residing at Baidya Para, Kolkata-700 150, Post Office and Police Station Narrendrapur (formerly Sonarpur), District South 24-Parganas, i.e., the **Developer** on the terms, conditions as contained therein and the said Development Agreement was registered at the **Office of the District Sub-Registrar-III Alipore, South 24-Parganas** and recorded in its **Book No. I, Being No. 1603-08604** for the year 2022.

- B) In terms of the said Development Agreement dated 06-06-2022, all rights entitlement of the said Developer were/are conferred upon the Developer and its Partners thereof in the matter of proposed development of the said property including Sale/Transfer of **Developer's Allocations** in the new building within the said property as would be constructed thereon.
- D) In the circumstances, it is now expedient on my part to grant and/or execute this Development Power of Attorney in favour of said Developer **RSR ASSOCIATE**, having its Office at No.138, Aghore Sarani, Kolkata- 700 149 including its Partners viz., **(1) SRI RAJIB SARDAR, (2) SRI RABINDRA NATH PATRA** and **(3) SRI SANTONU DAS**, all Partners of **RSR ASSOCIATE** having its Office at 138, Aghore Sarani, Kolkata- 700 149 in the manner hereinafter appearing.

Santonu Das.
Santonu Das.

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NOW KNOWN YE BY THESE PRESENTS, I, Somnath Dey, the Landowner of the property situated at **Holding No. 5992 (Old No.540), Kamrabad, Kolkata-700 150** i.e., the Principal/Executant herein do hereby nominate, constitute and appoint the said **RSR ASSOCIATE**, having its Office at No.138, Aghore Sarani, Kolkata- 700 149 and its Partners thereof viz., **(1) SRI RAJIB SARDAR, (2) SRI RABINDRA NATH PATRA** and **(3) SRI SANTONU DAS** to be my true and lawful **ATTORNEY** to do, execute and perform all or any of the following acts, deeds, matters and things in connection with development of the said property situated at **Holding No. 5992, Kamrabad (old No. 540, Kamrabad), Kolkata-700 150540, Kamrabad, Kolkata-700 150** that is to say :

- a) To sign, execute, modify, cancel, alter, draw, approve and present for registration, all papers, documents, declarations, affidavits, applications, returns, confirmations and consents as may in any way be required to be so done, for and in connection with the sanction of the Building Plan and construction of the new building at the said property.
- b) To sign in my name and on my behalf all Applications, Proposed Building Plan as would be submitted before the Rajpur-Sonarpur Municipality for construction of the new building within the said property and upon Completion of such construction to obtain Completion Certificate and all other Clearances from all appropriate authorities in my name and on my behalf.

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- c) To execute, present for registration, admit execution and have registered the aforesaid documents in relation to the said building at the said premises.
- d) To appear before Notary Publics, Block Land & Land Reforms Office, Sonarpur, District Sub-Registrar, Alipore, South 24-Parganas, Addl. Dist. Sub-Registrar Sonarpur, Registrar of Assurances, Kolkata, Rajpur-Sonarpur Municipality and all other Office of Offices and Government authority or authorities in connection with submission of all papers, documents and for registration of the aforesaid documents and for enforcement of all powers and authorities as contained herein.
- d) To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including any Suit or Arbitration proceeding and demands touching any of the matters aforesaid or any other matters relating to the property or any part thereof and also if thought fit, to compromise, refer to Arbitration, abandon, submit or judgment or become non-suited in any such action on proceeding as aforesaid, before any Court, Civil, Criminal or Revenue.
- e) To accept notices and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.

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- f) For the purposes aforesaid, to appoint Advocates and sign and execute Vakalatnama or any other document authorising such Advocates to act and to terminate such authority and to pay fees of such Advocates.
- g) To receive and pay and or deposit all moneys including Court Fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof.
- h) To appear before Rajpur-Sonarpur Municipality, WBSEDCL Authorities, Fire Services Department, Revenue Authorities to represent me and to pay other charges whatsoever, payable for and on account of the property and receive refunds and other moneys, including compensation of any nature and to grant valid receipts and/or discharges therefor.
- i) To give undertakings, assurances and indemnities as be required for the purposes aforesaid.
- j) To appear for and represent me as the Owner before all authorities, make commitments and give undertakings as be required for all or any of the purposes herein contained.
- k) To negotiate and/or to enter into Agreement with intending Purchaser/Purchasers for sale, transfer of constructed Flat/Flats/Car Parking Spaces in the New Building on Ownership basis in respect of

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the **Developer's Allocations** along with undivided share in land of the said premises attributable to the said Flat/Flats/Commercial spaces/Car Parking Spaces in terms of the said Registered Development Agreement dated 06th day of June, 2022 and to sell, transfer, convey, assign and assure the said Flat/Flats/Commercial Spaces/Car Parking Spaces including undivided share of land in the said property/Premises to such intending Purchaser/Purchasers at and for such consideration/considerations and on such terms and conditions as may be agreed by and between the said Developer RSR Associate constituted by its Partners thereof as Developer and such intending Purchaser/Purchasers from time to time.

l) In respect of the Flat/Flats/Commercial Spaces/Car Parking Spaces out of **Developer's Allocations**, to sign and execute all Agreements, Deeds, documents and papers including Agreements for Sale and Deeds of Conveyance in favour of the intending Purchaser/Purchasers and to present any or all of them for registration, before the relevant authority having jurisdiction, including the District Sub-Registrar Alipore, South 24-Parganas, Addl. Dist. Sub-Registrar Sonarpur or Registrar of Assurances Kolkata.

m) To receive all money or monies that may be receivable as and by way of consideration including earnest and/or by way of part payment for sale of the constructed Flats/Commercial Spaces/Car

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Parking Spaces in respect of the Developer's Allocations in the New Building AND TOGETHER WITH the undivided proportionate share of the land comprised in the said property and to appropriate the said money of monies in the credit of the Developer.

- n) To issue and deliver valid and effectual receipts and discharge for all money or monies which the said Attorneys shall receive for sale/transfer of Flats/Commercial Spaces/Car Parking Spaces within **Developer's Allocations** (excluding Owner's Allocations) in the news building as aforesaid for appropriating the same for its own use in terms of the said Registered Development Agreement dated 06-06-2022.

AND GENERALLY the said Attorney(s) shall have the power to do all such other acts, deeds and things relating to the said Property in my name and on my behalf as I could have lawfully done if personally present.

AND I, the Principal/Executant herein do hereby ratify and confirm and agree to ratify and confirm, all and whatsoever the said Attorney(s) shall lawfully do or cause to be done in or about the property as aforesaid in terms of the said Registered Development Agreement dated 06-06-2022.

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THE SCHEDULE OF PROPERTY ABOVE REFERRED TO
(Description of the said property)

ALL THAT the piece and parcel of **12 (twelve) Cottahs 11(eleven) Chhitacks 13 (thirteen) Sq. ft.** more or less of **Bastu land** together with old one storied pucca residential structures of 600 (six hundred) Sq. ft. more or less standing situated lying at **Mouza Kamrabad**, J.L. No.41, in **L. R. Dag No. 5105** (part of R. S. Dag No.5104), in **L. R. Khatian No. 22355** (R.S. Khatian No.507), Police Station and Addl. District Sub-Registration Office **Sonarpur**, District South 24-Parganas, being the **Holding No. 5992, Kamrabad (old No.540, Kamrabad), Kolkata-700 150** within the limits of Rajpur-Sonarpur Municipality under its Ward No.9, whereon or whereupon the said new **Ground plus Four Storied building** is to be constructed and the said Holding is butted and bounded in the manner following that is to say:

- ON THE NORTH** : By 10'ft. wide Common Passage and Land in R.S. Dag No.5142 ;
- ON THE SOUTH** : By 16'-5" wide Municipal Road ;
- ON THE EAST** : By 6'ft. wide Common Passage and Land in R.S. Dag No.5101, 5102 ;
- ON THE WEST** : By 8'ft. wide Common Passage and Land in R.S. Dag No.5105, 5109 ;

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IN WITNESS WHEREOF I, the Principal/Executant and the Attorney(s) herein, have executed these presents on the 6th day of June, Two Thousand and Twenty-two at Kolkata.

WITNESSES :

Somnath Dey

1) *Somnath Dey, Sonarpur
Kamrabad Bose Para, Kd-150*

2) *Chanchal Santra
Advocate*

(Signature of the
Principal/Executant)

M/s. R. S. R. ASSOCIATE

Rajib Sarda

Partner

M/s. R. S. R. ASSOCIATE

Rabin Debnath Patra

Partner

M/s. R. S. R. ASSOCIATE

Sanjay Das

(Signature of the ATTORNEY)

Drafted by :

Chanchal Santra

(Chanchal Santra)

Advocate

Regn. No. WB/496/1984

Alipore Judges' Court.

Typed by :

Sunil Kr. Dey

(Sunil Kr. Dey)

513, Chittaranjan Colony,

Baghajatin, Kolkata-700 092



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name SOMNATH DEY
Signature Somnath Dey



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name RAJIB SARDAR
Signature Rajib Sardar



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name RABINDRA NATH PATRA
Signature Rabindra Nath Patra



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name SANTONU DAS
Signature Santonu Das

Major Information of the Deed

Deed No :	I-1603-08616/2022	Date of Registration	06/06/2022
Query No / Year	1603-8001688002/2022	Office where deed is registered	
Query Date	06/06/2022 2:29:43 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	CHANCHAL KUMAR SANTRA Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9830031694, Status : Advocate		
Transaction	Additional Transaction		
[0138] Sale, Development Power of Attorney after Registered Development Agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 17,00,000/-	Rs. 1,13,76,258/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 100/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b))		
Remarks	Development Power of Attorney after Registered Development Agreement of [Deed No/Year]:- 160308604/2022 Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Kamrabad Main Road, Mouza: Kamrabad, , Ward No: 09, Holding No:540 Pin Code : 700150

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-5105	LR-22355	Bastu	Bastu	12 Katha 11 Chatak 13 Sq Ft	15,00,000/-	1,08,63,258/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road, , Project Name :
Grand Total :					20.9642Dec	15,00,000 /-	108,63,258 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	600 Sq Ft.	2,00,000/-	5,13,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		600 sq ft	2,00,000 /-	5,13,000 /-	

Endorsement For Deed Number : I - 160308616 / 2022

On 06-06-2022

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:33 hrs on 06-06-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri SANTONU 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 Rs 1,13,76,258/-

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

Execution is admitted on 06/06/2022 by Shri SOMNATH DEY, Son of Late BIMALENDU NATH DEY, KAMRABAD BOSE PARA, P.O: SONARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession Service

Identified by Mr CHANCHAL SANTRA, , , Son of Late HARI KUMAR SANTRA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 06-06-2022 by Shri RAJIB SARDAR, PARTNER, RSR ASSOCIATE, 138, HARIDHAN CHAKRABORTY SARANI, City:- , P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150

Identified by Mr CHANCHAL SANTRA, , , Son of Late HARI KUMAR SANTRA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 06-06-2022 by Shri RABINDRA NATH PATRA, PARTNER, RSR ASSOCIATE, 138, HARIDHAN CHAKRABORTY SARANI, City:- , P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150

Identified by Mr CHANCHAL SANTRA, , , Son of Late HARI KUMAR SANTRA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 06-06-2022 by Shri SANTONU DAS, PARTNER, RSR ASSOCIATE, 138, HARIDHAN CHAKRABORTY SARANI, City:- , P.O:- SONARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150

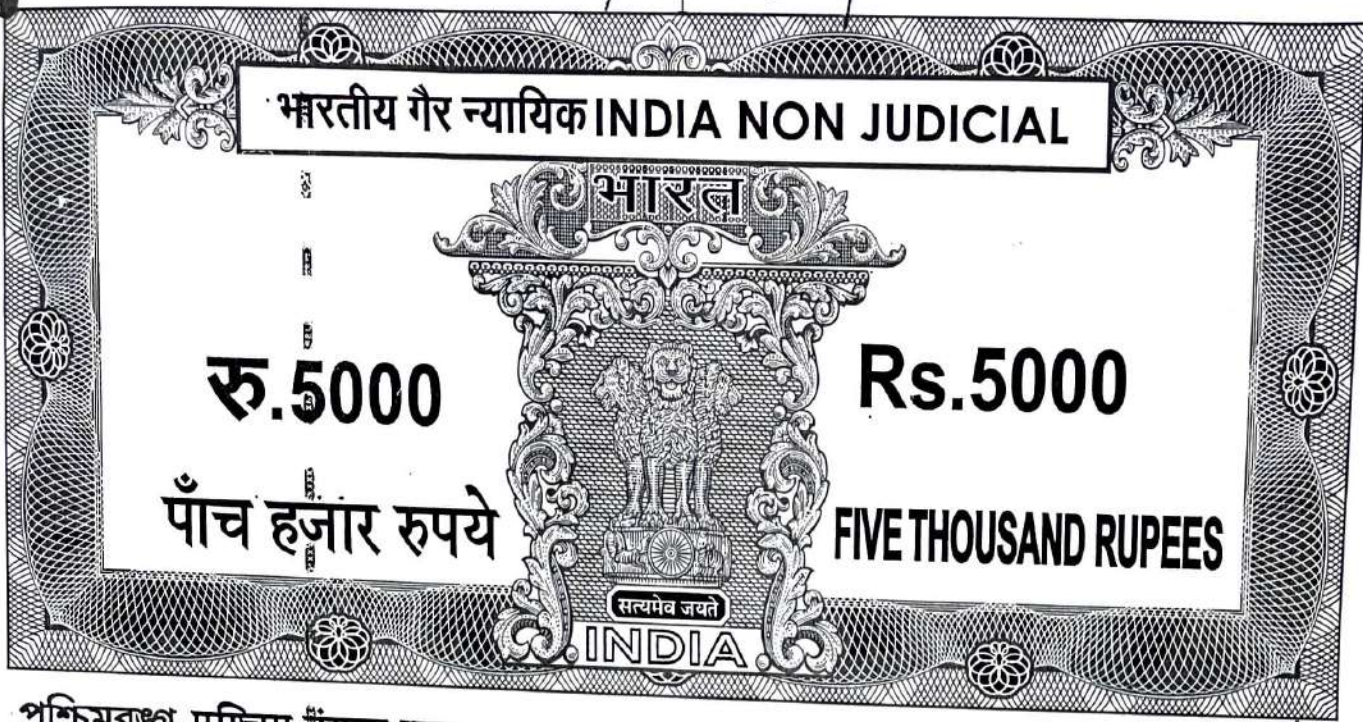
Identified by Mr CHANCHAL SANTRA, , , Son of Late HARI KUMAR SANTRA, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/) and Registration Fees paid by Cash Rs 53/-

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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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Ce - 7163 9626

Certified that the document is a true and correct copy of the original. The signature sheets and the endorsement sheet attached with this document are the part of this document.

[Signature]

06-06-2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 6th day of June, Two Thousand and Twenty-two **BETWEEN SRI SOMNATH DEY** (having PAN ASDPD3876E, Aadhaar No. 8100 2598 6217), son of Late Bimalendra Nath Dey alias Bimalendu Nath Dey, by faith Hindu, by Nationality Indian, by occupation Service, residing at Kamrabad Bose Para, Sonarpur, Kolkata-700150, Post Office and Police Station Sonarpur, District South 24-Parganas, hereinafter called and referred to as the **OWNER** (which term or expression shall unless excluded by or

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repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART** **A N D RSR ASSOCIATE** (having Income Tax PAN AAVFR7022G), a Partnership Firm, within the meaning of Indian Partnership Act, 1932, the Firm having its Office at No.138, Aghore Sarani, Kolkata - 700 150, Post Office and Police Station Sonarpur, the Firm is constituted by its Partners, viz., (1) **SRI RAJIB SARDAR** (having PAN BFSPS9902P, Aadhaar No. 4852 5320 1716), son of Sri Rabindra Nath Sardar, residing at Kamrabad Mandirtala, Kolkata-700 150, Post Office and Police Station Sonarpur, District South 24-Parganas, (2) **SRI RABINDRA NATH PATRA** (having PAN AQKPP0712E, Aadhaar No.7600 8985 4285), son of Late Mrityunjay Patra, residing at Ramdhan Bose Road, Bose Para, Kolkata-700 149, Post Office Rajpur, Police Station Sonarpur, District South 24-Parganas and (3) **SRI SANTONU DAS** (having PAN AIDPD9594R, Aadhaar No.7516 3157 5274), son of Late Jagannath Das, residing at Baidya Para, Kolkata-700 150, Post Office and Police Station Narrendrapur (formerly Sonarpur), District South 24-Parganas, all by faith Hindu, by Nationality Indian, by occupation Business, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being and from time to time constituting the said Partnership Firm, the survivor or survivors of them, the heirs, executors, administrators, legal representatives of such last survivor) of the **OTHER PART.**

Santonu Das

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WHEREAS:

- A) One Umesh Chandra Ghose, by and/or under a Deed of Conveyance dtd. 10-02-1879 and a Pattah dated 19-05-1897, acquired his absolute ownership over ALL THAT the pieces and parcels of land measuring 1 Bigha 6 Cottahs more or less situated lying at Mouza- Kamrabad, Touzi No.108, J.L. No. 41, R.S. No.2, in Dag Nos.5095, 5356, 5104, Khatian Nos.1156, 557 (old Khatian Nos.3472,3471), Police Station Sonarpur, District South 24-Parganass and was seized and possessed of the said properties free from all encumbrances and subsequently constructed two storied building on the said property.
- B) The Umesh Chandra Ghose, being the absolute owner of the property on 05th day of May, 1906 made his last Will and Testament, wherein he gave bequeathed the aforesaid property unto and in favour of his Youngest Daughter Smt. Surobala Dassi, wife of Late Haripada Dey.
- C) After death of said Umesh Chandra Ghose, the said Smt. Surobala Dassi applied for Grant of Probate to the said Will dtd. 05-05-1906 as made by said Umesh Chandra Ghose and she obtained Probate from the Court of District Delegate at Alipore in respect of said Will dtd. 05-05-1906 as made by said Umesh Chandra Ghose, since deceased.



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NOW KNOWN YE BY THESE PRESENTS, I, Somnath Dey, the Landowner of the property situated at **Holding No. 5992 (Old No.540), Kamrabad, Kolkata-700 150** i.e., the Principal/Executant herein do hereby nominate, constitute and appoint the said **RSR ASSOCIATE**, having its Office at No.138, Aghore Sarani, Kolkata- 700 149 and its Partners thereof viz., **(1) SRI RAJIB SARDAR, (2) SRI RABINDRA NATH PATRA** and **(3) SRI SANTONU DAS** to be my true and lawful **ATTORNEY** to do, execute and perform all or any of the following acts, deeds, matters and things in connection with development of the said property situated at **Holding No. 5992, Kamrabad (old No. 540, Kamrabad), Kolkata-700 150540, Kamrabad, Kolkata-700 150** that is to say :

- a) To sign, execute, modify, cancel, alter, draw, approve and present for registration, all papers, documents, declarations, affidavits, applications, returns, confirmations and consents as may in any way be required to be so done, for and in connection with the sanction of the Building Plan and construction of the new building at the said property.
- b) To sign in my name and on my behalf all Applications, Proposed Building Plan as would be submitted before the Rajpur-Sonarapur Municipality for construction of the new building within the said property and upon Completion of such construction to obtain Completion Certificate and all other Clearances from all appropriate authorities in my name and on my behalf.

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- H) On or about 02nd day of October, 1960, Bhola Nath Dey had also died intestate leaving his widow Smt. Nirmala Dey, 3 (three) Sons viz., Bimalendra Nath Dey, Amalendra Nath Dey, Shyamalendra Nath Dey and 3 (three) Daughters viz., Smt. Lakshmi Dey, Smt. Maya Dey, Smt. Saraswati Ghose as his Heirs, who jointly inherited undivided $1/5^{\text{th}}$ (one-fifth) share in the said property as left by said Bhola Nath Dey, since deceased, who jointly inherited the undivided $1/35^{\text{th}}$ (one-thirty fifth) share each as left by him.
- I) Upon respective demises of the owners of the above property from time to time, Ashutosh Dey, Gajendra Nath Dey, Rabindra Nath Dey, Smt. Geeta Dey acquired undivided $1/5^{\text{th}}$ (one-fifth) share each in above property and Smt. Nirmala Dey, Amalendra Nath Dey, Smt. Lakshmi Dey, Smt. Maya Dey, Smt. Saraswati Ghose, Shyamalendra Nath Dey and Bimalendra Nath Dey acquired undivided $1/7^{\text{th}}$ (one-seventh) share in the property as aforesaid.
- J) Thereafter, Smt. Nirmala Dey, Amalendra Nath Dey, Smt. Lakshmi Dey, Smt. Maya Dey, Smt. Saraswati Ghose, Shyamalendra Nath Dey, Ashutosh Dey, Gajendra Nath Dey, Rabindra Nath Dey, Smt. Geeta Dey all being the joint owners of $34/35^{\text{th}}$ share each in above property, by and/or under an **Indenture dated 09th day of October, 1975** jointly sold transferred their said undivided $34/35^{\text{th}}$ share in above property having land area of 1 Bigha 6 Cottahs more or less of land with Partly one storied

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and Partly Two storied brick built building situated at Mouza Kamrabad, J.L.No.41, comprised in Dag Nos. 5095, 5536, 5104, Khatian Nos.1156, 557, Police Station Sonarpur, District 24-Parganas morefully described in SCHEDULE there under written unto and in favour of Bimalendra Nath Dey, son of Late Bhola Nath Dey at a valuable consideration therein mentioned and the said Indenture was registered and recorded at the **Office of Sub-Registrar, Sonarpur, 24-Parganas** and recorded in its **Book No. I, Volume No.64, at Pages 86 to 95, Being No.4291 for the year 1975.**

- K) Under the above mentioned Indenture dated 09-10-1975, Bimalendra Nath Dey alias Bimalendu Nath Dey acquired his absolute ownership over the aforesaid property and he sold various part/portions of the said property from time to time and lastly retained 21 decimals more or less of Bastu land with structures thereon situated lying at Mouza Kamrabad, J.L.No.41, in R. S. Dag Nos.5104, R.S. Khatian No.557, Police Station Sonarpur, District South 24-Parganas within his ownership.
- L) The said Bimalendra Nath Dey alias Bimalendu Nath Dey during his life time had his wife Smt. Sadhana Dey and only Son Somnath Dey in his Family.

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- M) While seized and possessed of ALL THAT the aforesaid 0.21 decimals equivalent to 12 Cottahs 11 Chhitacks 13 Sq.ft. more or less of Bastu Land with Partly one storied and Partly Two storied Building at Mouza Kamrabad in R.S. Dag Nos.5104, R.S. Khatian No.557, Police Station Sonarpur, District South 24-Parganas, within the limits of Rajpur-Sonarpur Municipality, the said BimalenduNathDey died intestate on 31st day of July, 2017 as his only Heir and Legal Representative and his wife Smt. SadhanaDey had pre-deceased him and she died intestate on 11th day of February, 2001 at Sonarpur, leaving her said Husband Bimalendu Nath Dey and only son Somnath Dey as her Heirs.
- N) Thus, Somnath Dey, son of Late Bimalendu Nath Dey alias Bimalendu Nath Dey i.e., the Landowner herein acquired his absolute ownership of ALL THAT the piece and parcel of 0.21 decimals more or less equivalent to **12 Cottahs 11 Chhitacks 13 Sq. ft.** more or less of Bastu land together with old building/structure standing thereon or on part thereof situated lying at **Mouza Kamrabad**, J.L. No.41, in part of R. S. Dag No.5104, in R.S. Khatian No.507, Police Station and Addl. District Sub-Registration Office **Sonarpur**, District south 24-Parganas within the Municipal limits of Rajpur- Municipality and being the absolute owner of the land/property as aforesaid, Somnath Dey, the Owner herein had recorded his name in the Settlement Records and under L. R. Operation the above land was/is recorded in L. R. Dag No. 5105, L R. Khatian 22355 at Mouza Kamrabad as aforesaid.

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- O) Thereafter, the Owner had also mutated his name in the Municipal Records of Rajpur-Sonarpur Municipality and the said property was/is recorded/numbered as **Holding No.5992 (old No. 540), Kamrabad, Kolkata-700 150** under its Ward No.9.
- P) Subsequently, it was detected that certain irregularities were/are detected in the aforesaid Indenture dated 09th day of October, 1975 and thus the Owner had executed one **Deed of Declaration** made in Bengali language dated 04th day of March, 2021 corresponding to 19th day of Falgoun, 1427 for removal of all irregularities as appearing in the aforesaid Indenture dated 09-10-1975 and the said Deed of Declaration was registered and recorded at the **Office of Addl. District Sub-Registrar, Sonarpur, South 24-Parganas** and recorded in its **Book No. I, Volume No.1608-2021, Page from 1429 to 1439, Being No.160800077 for the year 2021.**
- Q) The owner was/is thus seized of ALL THAT the property situated at Holding No.5992 (old No.540),Kamrabad and subsequently, the Owner had demolished the First floor structures thereon and lastly has retained Pucca structure of 600 Sq. ft. more or less thereon and the Owner is thus seized and possessed of ALL THAT the piece or parcel of 0.21 decimals more or less equivalent to **12 Cottahs 11 Chhitacks 13 Sq.ft.** more or less of **Bastu** land together with old one storied building/structure measuring an area of 600 Sq. ft.

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more or less standing thereon or on part thereof situated lying at and being the **Holding No. 5992 (old No. 540), Kamrabad, Kolkata-700 150** free from all encumbrances more fully described in the **FIRST SCHEDULE** hereunder written.

- R) In the recent past, the Owner has decided to cause development of the said property and with the intention of development of the said property as aforesaid, the Owner herein as the Landowner approached to the Partners of the Developer herein for development of the said property as and by way of construction of a new building on the said plot of land.
- S) In the matter of proposed development of the property as aforesaid, the Owner and the Developer had made negotiations between themselves and after such negotiations, the Parties hereto have decided to enter into this Development Agreement on the terms, conditions hereinafter contained.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNER AND THE DEVELOPER AS FOLLOWS :

1. The new building to constructed within the said property/Holding would be **Ground plus Four storied Residential Building** comprised of Commercial area and Car Parking Space area in Ground floor, Flats from First floor to Fourth floor in

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accordance with the Building Plan as would be sanctioned by Rajpur-Sonarpur Municipality in respect of the said property fully described in the **FIRST SCHEDULE** hereunder.

2. In the proposed Ground plus Four Storied Building, the **Owner's Allocations** and **Developer's Allocations** would be as under :

Landowner's Allocations :

- a) **Commercial area of 33%** (thirty-three percent) in the building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.
- b) **Car Parking Space area of 33%** (thirty-three percent) in **Ground floor under the Roof** of the Building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.
- c) **Residential Flat Area of 33%** (thirty-three percent) in **each different floors** of the Building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.

The aforesaid Allocations within the Landowner's Allocations shall include the undivided proportionate share in land of the said property at Holding No.5992 (old No.540), Kamrabad and also the right of use and enjoyment of all common Portions in the said Building fully described in the **THIRD SCHEDULE** hereunder and the **Landowner's Allocations shall be finally demarcated after obtaining the Sanctioned Building Plan.**

Contd....

Sanctioned
Plan

Developer's Allocations :

- a) **Commercial area of 67%** (sixty-seven percent) in the building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.
- b) **Car Parking Space area of 67%** (sixty-seven percent) **in Ground floor under the Roof** of the Building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.
- c) **Residential Flat Area of 67%** (sixty-seven percent) **in different floors** of the Building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.

The aforesaid Allocations within the Developer's Allocations shall include the undivided proportionate share in land of the said property at Holding No. 5992 (old No.540), Kamrabad and also the right of use and enjoyment of all common Portions in the said Building are fully described in the **THIRD SCHEDULE** hereunder and the **Developer's Allocations shall be finally demarcated after obtaining the Sanctioned Building Plan.**

The Owner's Allocations in the new building is fully described in **Part-I** of the **SECOND SCHEDULE** hereunder and the Developer's Allocations in the new building is fully described in **Part-II** of the **SECOND SCHEDULE** hereunder.

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The respective Allocations of the Owner and the Developer shall be finally demarcated after Sanction of Building Plan from Rajpur-Sonarpur Municipality through separate confirmations in due course.

3. For the purposes of construction of the new building , the Owner shall hand over possession of the said property to the Developer hereunder and the Developer from the date of possession shall pay and/or clear all Property taxes, Land Revenues etc., of the said property to Rajpur-Sonarpur Municipality, West Bengal Land Reforms Department until such time the respective possession of Owner's Allocations and Developer's Allocations are delivered in the new building and after delivery of such possession, the Owner shall remain liable to pay taxes for his Allocations and the Developer or its nominees i.e., Purchasers of Developer's Allocations shall also be responsible and liable for the same.
4. The Developer shall construct and complete the Ground plus Four Storied Building at the said premises, as per Building Plan to be Sanctioned by Rajpur-Sonarpur Municipality with first class standard materials and also in accordance with the specifications as mentioned in the **THIRD SCHEDULE** hereunder and the new Building shall be for Residential purposes, which shall be constructed within **30 (thirty) months from the date of execution of this Development Agreement** and in case the Developer fails to complete the said building within 30 Months as aforesaid for any reasonable grounds, then in such event the Developer shall be allowed further **6 (six) Months time further** to complete the building (i.e., **30+6 = 36) months.** Contd....

5. The Owner at the costs and instances of the Developer, from time to time shall execute and register all required documents, deeds and undertakings and render such co-operation to the Developer as would be required by the Developer for construction and completion of new building in the said property.
6. All costs, charges, expenses etc. for Sanction of Building Plan from the Rajpur-Sonarpur Municipality, costs of construction of new building including **2(two) Nos. Shifting Charges payable to the Owner** from the date of handing over possession of property to Developer till Re-instatement of the Owner in Owner's Allocations in the new building within said property shall be borne by the Developer and the Owner shall have no financial obligations thereof.
7. After Completion of Construction of the new building and upon delivery of Owner's Allocations to the Owner herein, the Owner shall be exclusively entitled to deal with the **Owner's Allocations** in new building and after handing over possession of Owner's Allocations in terms of this Development Agreement and the Developer shall be exclusively entitled to the Developer's Allocated Area therein and the Developer shall be at liberty to sell/transfer its allocated portion in favour of any person or persons out of **Developer's Allocations** and the Owner shall not interfere with such sale in any manner.
8. During the period of construction the Developer shall take all responsibilities of Labours' fees, charges, costs of materials, accidents etc., and the Developer shall keep the Owner saved harmless and indemnified against any costs, expenses, loss and

Contd....

damages that may arise in respect of construction of the new building and the Owner shall not be responsible in any manner whatsoever and similarly the Owner shall keep the Developer saved harmless and indemnified against any other claims over and in respect of his absolute Ownership in the said property.

9. In order to proceed with the construction and as well as to enable the Developer to receive any Advance/Earnest money from the intending Purchasers of Flats/Commercial Spaces/Car Parking Spaces in the new building out of Developer's Allocations, the Owner shall grant a Registered **Development Power of Attorney** in favour of the Developer and its Partners thereof and the Developer shall bear all costs/expenses of registration of this Development Agreement, Power of Attorney and/or all documents thereof.
10. During the period of construction the Owner shall not cause any unnecessary interference in construction work to be carried out by the Developer, but the Owner or Owner's Representative shall have the right to inspect the site during such construction period.
11. The Developer shall arrange Electricity connection for the entirety of the new building and immediately after completion of construction of the new building, the Developer at its entire costs, expenses and responsibility shall obtain **Completion Certificate** for the new building from Rajpur-Sonarpur Municipality.

Contd....

12. After completion of construction and after delivery of possession of the respective allocations of the Owner and the Developer, the Owner and the Developer with the joining of all Purchasers shall form an Association of Owners in the new Building for proper maintenance, safety, security of the Building and common portions thereof and in such Association the Owner and the prospective Purchasers shall also join and observe rules and regulations thereof.
13. The Owner herein have appointed the Developer as the exclusive Developer for construction of new building at the said property and during continuance of this Development Agreement shall not be entitled to engage any other person/firm for the purpose of construction.
14. It is declared by the Owner that in the event of any additional work or jobs are done within the Owner's Allocated portion, the Owner shall bear all cost of such additional jobs separately.
15. Courts of District South 24-Parganas having territorial jurisdictions over the said property including Hon'ble High Court at Calcutta shall have the jurisdictions in all matters relating to or arising out of this Agreement.
16. On mutual consent of the parties to this Agreement any terms, conditions, covenants mentioned herein may be altered, varied, modified between the parties hereto and in all such cases the same shall be always in writing.

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THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said property whereon the new building would be constructed)

ALL THAT the piece and parcel of **12 (twelve) Cottahs 11(eleven) Chhitacks 13 (thirteen) Sq. ft.** more or less of **Bastu land** together with old one storied pucca residential structures of 600 (six hundred) Sq. ft. more or less standing situated lying at **Mouza Kamrabad**, J.L. No.41, in **L. R. Dag No. 5105** (part of R. S. Dag No.5104), in **L. R. Khatian No. 22355** (R.S. Khatian No.507), Police Station and Addl. District Sub-Registration Office **Sonarpur**, District South 24-Parganas, being the **Holding No. 5992, Kamrabad (old No.540, Kamrabad), Kolkata-700 150** within the limits of Rajpur-Sonarpur Municipality under its Ward No.9, whereon or whereupon the said new **Ground plus Four Storied building** is to be constructed and the said Holding is butted and bounded in the manner following that is to say:

ON THE NORTH : By 10'ft. wide Common Passage and Land in R.S. Dag No.5142 ;

ON THE SOUTH : By 16'-5" wide Municipal Road ;

ON THE EAST : By 6'ft. wide Common Passage and Land in R.S. Dag No.5101, 5102 ;

ON THE WEST : By 8'ft. wide Common Passage and Land in R.S. Dag No.5105, 5109 ;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of respective Allocations)

PART-I

Landowner's Allocations :

- a) **Commercial area of 33%** (thirty-three percent) in the building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.

Contd....

- b) **Car Parking Space area of 33%** (thirty-three percent) **in Ground floor under the Roof** of the Building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.
- c) **Residential Flat Area of 33%** (thirty-three percent) **in different floors** of the Building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.

The aforesaid Allocations within the Landowners' Allocations shall include the undivided proportionate share in land of the said property at Holding No. 5992 (Old No.540), Kamrabad and also the right of use and enjoyment of all common Portions in the said Building fully described in the **THIRD SCHEDULE** hereunder.

PART-II

Developer's Allocations :

- a) **Commercial area of 67%** (sixty-seven percent) in the building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.
- b) **Car Parking Space area of 67%** (sixty-seven percent) **in Ground floor under the Roof** of the Building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.
- c) **Residential Flat Area of 67%** (sixty-seven percent) **in each floor** of the Building as per Sanctioned Building Plan to be issued by Rajpur-Sonarpur Municipality.

Contd....

The aforesaid Allocations within the Developer's Allocations shall include the undivided proportionate share in land of the said property at Holding No.540, Kamrabad and also the right of use and enjoyment of all common Portions in the said Building fully described in the **THIRD SCHEDULE** hereunder.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(Common parts and portions of the Building after construction)

- 1) Staircase from ground floor to top floor, open terrace/roof of the building.
- 2) Landing/hand railings and other fixtures installed in the staircase.
- 3) Passages for ingress and egress from main Municipal Road to the building.
- 4) Sewerage, septic tank, drainage, electric connections, connected installations in the building.
- 5) Overhead and Under Ground Reservoirs, Motor Pump, Water supply, Water eviction pipes, fittings save and except the installations made inside the said flat.
- 6) Foundations, columns and outside walls of the building including the boundary walls of the entire premises.
- 7) All Electrical installations, fixtures, fittings in the common areas, Common Electricity Meter Space in Ground floor in the building.
- 8) Lift, Lift Installations, Lift Head Room and all equipment thereof.
- 9) Such other equipment, installations, fixtures and fittings in respect of entire building/premises as would be specified by the Owner and the Developer from time to time.

Contd....

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Specification of Construction)

Structure :

The Building shall have a R.C.C. framed structure as per structural plan to be Sanctioned by Rajpur-Sonarpur Municipality, South 24-Parganas.

Foundation Bedding :

R.C.C. (1:3:3) on 3" thick B.F.S

Brick Wall;

All exterior Brick work shall be 8" thick. All partition shall be 3" thick with Brick.

Floor Bedding :

R.C.C. (1:3:6) floor Bedding 4" thick (average) over 3" thick soling in Ground floor.

Floor Finishing Skirting, Dado etc. :

Vitrified tiles to all floor within 4" height skirting to all rooms.

Plaster:

The outside of the Building will have Sand Cement Plaster whereas the inside and the ceiling plaster will be half inch thick.

Doors & Windows :

1. Main Entrance Door :
 - a) Commercial flush door painted both sides.
 - b) Sal wood door frame.
 - c) Tower bolt from inside.
 - d) Electric bell point.
 - e) Telescope
3. Other Doors :
 - a) Commercial flush door painted both sides.
 - b) Sal wood door frame.

Contd....

- c) Aluminium tower bolt from inside.
- d) Lock with handle for bedrooms only.

Windows :

- a) Aluminium Channel frame with 4 m.m.Glaze.
- b) All windows shall have glass panes.

White Wash/Colour Wash : The Building shall be externally with Cement based paint. The inside of the Flat will be of Plaster of Paris. On the plastered surface suitable provision will be made for hanging for hanging ceiling fans.

Toilet & Kitchen:

1. Bath Room

- a) One European type white commode and one with P.V.C. cistern.
- b) One wash basin
- c) One shower.
- d) Two taps.

2. Kitchen

- a) One Kitchen Steel sink.
- b) One Tap.
- c) One cooking platform of Black Stone.

Staircase :

- a) Staircase room will be provided with R.C.C.
- b) Jali for light and ventilation as per design.
- c) Cabin for electric meter.
- d) 3'-0" height parapet will be provided all round the slab (Top Floor)

Roof :

The Roof will be on 4" thick R.C.C. casting.

Contd....

Electric Installations :

All Electrical lines will be concealed with standard wiring .

Costs of Electric Connection and individual meters from **WBSEDCL** are to be borne separately by the Owners/ Purchasers individually. The Developer will provide only electrical connection internally from the main meter.

Water Supply :

One No. of P.V.C. overhead reservoir will be provided on the top of the land roof as per design. The suitable Electric pump with motor will be installed at Ground floor for delivery of Municipal water to overhead reservoir from Semi underground reservoir.

Compound :

MS Grill gate as per approved design of Architect and painted both sides.

N.B. Extra Payment to be paid in advance to Developer for extra work other than mentioned in this Schedule.

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

SIGNED, SEALED AND DELIVERED
BY THE **OWNER** AT KOLKATA IN THE
PRESENCE OF :

1. *Sounil Kr. Dey,*
Sonarpur, Bose pura Kumra bud KOL-150

Somenath Dey

2. *Chanchal Santra*
Advocate

SIGNED, SEALED AND DELIVERED
BY THE **DEVELOPER** AT KOLKATA IN
THE PRESENCE OF :

1. *Sounil Kr. Dey*

M/s. R. S. R. ASSOCIATE
Rabindranath Patra
Partner

2. *Chanchal Santra*
Advocate

M/s. R. S. R. ASSOCIATE
Rajib Santra
Partner

M/s. R. S. R. ASSOCIATE
Santosh Das
Partner

Drafted by :

Chanchal Santra

(Chanchal Santra)

Advocate

Regn. No. WB/496/1984

Alipore Judges' Court

Typed by :

Sunil Kr. Dey

(Sunil Kr. Dey)

513, Chittaranjan Colony,

Baghajatin, Kolkata-700 092

Major Information of the Deed

Deed No.:	I-1603-08604/2022	Date of Registration	06/06/2022
Deed No / Year	1603-2001639636/2022	Office where deed is registered	
Deed Date	01/06/2022 2:46:21 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Chanchal Santra Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830031694, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 17,00,000/-	Rs. 1,13,76,258/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Kamrabad Main Road, Mouza: Kamrabad, , Ward No: 09, Holding No:540 JI No: 41, Pin Code : 700150

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-5105 (RS :-)	LR-22355	Bastu	Bastu	12 Katha 11 Chatak 13 Sq Ft	15,00,000/-	1,08,63,258/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
Grand Total :					20.9642Dec	15,00,000 /-	108,63,258 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	600 Sq Ft.	2,00,000/-	5,13,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		600 sq ft	2,00,000 /-	5,13,000 /-	