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Certified that the document is submitted to registration. The Signature Sheet and endorsement Sheets attached to the document are the part of the document.

Additional District Sub-Registrar  
Chandernagore Dum Dum, 2A-Pipra (Circular)

31 JUL 2024

**DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY is made of this 31<sup>st</sup> day of July, 2024 (Two Thousand Twenty Four) Christian Era

BETWEEN



(1) **SRI TIRTHANKAR DAS (PAN: ALHPD7961P) (D.O.B. 25.04.1973)**, son of Late Nitindra Nath Das, by occupation - Business, and (2) **SMT. DIPANWITA DAS (PAN : AHJPD8978Q) (D.O.B. 04.11.1972)**, wife of Sri Tirthankar Das, by occupation - Housewife, both are by faith - Hindu, by Nationality - Indian, presently residing at 111, Gopal Lal Thakur Road, P.O. - Alambazar, Police Station - Baranagar, Kolkata - 700035, District - North 24 Parganas, (**Mob: 9830221673**), hereinafter called and referred to as the "**OWNERS/PRINCIPALS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

**AND**

**"BABA BHOLANATH CONSTRUCTION" (PAN - AGEPD8198C)**, a Proprietorship Concern, having its Office at 111/B, Gopal Lal Thakur Road, P.O. Alambazar, Police Station - Baranagar, Kolkata - 700 035, District - North 24 Parganas, District North 24 Parganas, being represented by its Proprietor **SRI PRANAB DAS (PAN AGEPD8198C) (D.O.B. 28.08.1964)**, son of Late Prahlad Chandra Das, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 198/A, Gopal Lal Tagore Road, P.O. - Alambazar, P.S. Baranagar, Kolkata - 700 035, District - North 24 Parganas, (**Mob: 9836181977**), hereinafter called and referred to as the "**DEVELOPER /ATTORNEY**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, successors-in-interest, representatives and assigns) of the **SECOND PART.**

**WHEREAS** one Sri Binode Behari Das have purchased **ALL THAT** piece and parcel of land measuring **5 (five) Bighas 3 (three) Cottahs** more or less situated and lying at Mouza - Bonhooghly, J.L. No. 6, R.S. No. 5, Touzi No. 3027, Khatian No. 182, Dag No. 2132/2278, 2132, 2132/2279, 2132/2276, 2133, 2134, 2132/2277 under the limits of Baranagar Municipality, under Ward No. 13, Holding No. 456 within the jurisdiction of A.D.S.R. Cossipore Dum Dum, P.S. Baranagar, District - North 24 Parganas from one Sri Behari Lal Bandyopadhyay by virtue of one Bengali Deed of Sale (Kobala) dated 22.12.1919 registered in the office of the A.D.S.R. Kasipur and was recorded in **Book No. I, Volume No. 18, Pages from 157 to 163, being no. 1268 for the year 1919** and the said Sri Binode Behari Das became the absolute owner of the said property thereby purchased.



**AND WHEREAS** said Sri Benode Behari Das, after purchasing the aforesaid plot, had divided into several plots and the said plots had been numbered and known into several premises also. One of the said plots and/or premises, measuring **2 (two) Bighas 9 (nine) Cottahs 7 (seven) Chittacks** is lying and situated at Mouza - Bonhooghly, J.L. No. 6, R.S. No. 5, Touzi No. 3027, Khatian No. 182, Dag No. 2132/2278, 2132, 2132/2279, 2132/2276, 2133, 2134, 2132/2277, under the limits of Baranagar Municipality, under Ward No. 13, Holding No. 456, at premises No. **111, Gopal Lal Tagore Road, P.O. Alambazar, P.S. Baranagar, Kolkata - 700 035, District - North 24 Parganas** and after constructing a residential accommodation, had been enjoying the said property without any interruption from any corner. The property is free from all encumbrances.

**AND WHEREAS** during the enjoyment of the said property, the said Sri Benode Behari Das was died intestate on **06.01.1953** leaving behind his only son Sri Radha Gobinda Das as his only legal heir and successor. After the demise of the said Binode Behari Das, his said son namely Sri Radha Gobionda Das became the absolute owner of the said property by way of inheritance. The wife of the said Benode Behari Das was predeceased of him.

**AND WHEREAS** the said Sri Radha Gobinda Das also divided the said land measuring **2 (two) Bighas 9 (nine) Cottahs 7 (seven) Chittacks** is lying and situated at Mouza - Bonhooghly, J.L. No. 6, R.S. No. 5, Touzi No. 3027, Khatian No. 182, Dag No. 2132/2278, 2132, 2132/2279, 2132/2276, 2133, 2134, 2132/2277, under the limits of Baranagar Municipality, under Ward No. 13, Holding No. 456, at premises No. **111, Gopal Lal Tagore Road, P.O. Alambazar, P.S. Baranagar, Kolkata - 700 035, District - North 24 Parganas.**

**AND WHEREAS** after such division a new plot had been generated measuring **4531 decimal i.e. measuring 20 (twenty) Cottahs 14 (fourteen) Chittacks 38 (thirty eight) Sq.ft.** more or less which is situated and lying at Mouza - Bonhooghly, J.L. No. 6, R.S. No. 5, Touzi No. 3027, R.S. Khatian No. 1083 & 1084, R.S. Dag No. 2132, under the limits of Baranagar Municipality and the said property had been recorded and/or renumbered in the Baranagar Municipality as premises No. **111/1, Gopal Lal Thakur Road, P.S. Baranagar, Kolkata - 700035,** under the limits of Baranagar Municipality, Ward No. 13 (new), Holding No. 383, within the jurisdiction of A.D.S.R. Cossipore dum Dum,

District - North 24 Parganas which is morefully described in the Schedule - "A" written hereinafter, out of the aforesaid property measuring 2 (two) Bighas 9 (nine) Cottahs 7 (seven) Chittacks more or less.

**AND WHEREAS** the said Sri Radha Gobinda Das was died intestate on **04.08.1978** leaving behind his widow Smt. Bidyut Lata Das, four sons namely Sri Rabindra Nath Das, Sri Atindra Nath Das, Sri Sudhindra Das alias Sudhindra Nath Das and Sri Nitindra Nath Das, and three daughters namely Smt. Maya Das, Smt. Arati Bhattacharya and Smt. Arunima Roy as his legal heirs and successors. After the demise of the said Radha Gobinda Das, his said legal heirs and successors became the joint owners of the said property by way of inheritance.

**AND WHEREAS** the said Smt. Bidyut Lata Das was died intestate on **13.02.2003** leaving behind her said four sons and three daughters as her legal heirs successors. After the demise of the said Bidyut Lata Das, her said legal heirs and successors namely Sri Rabindra Nath Das, Sri Atindra Nath Das, Sri Sudhindra Das alias Sudhindra Nath Das, Sri Nitindra Nath Das, Smt. Maya Das, Smt. Arati Bhattacharya and Smt. Arunima Roy became the joint owners of her undivided share in the said property by way of inheritance. Each of the aforesaid owners was possessing undivided **1/7th share** of the said property.

**AND WHEREAS** the said Sri Rabindra Nath Das was died intestate on **12.03.2003** and Atindra Nath Das was died intestate on **01.10.2008**, both were the bachelors, leaving behind their two brothers namely Sri Sudhindra Das alias Sudhindra Nath Das and Nitindra Nath Das and three sisters namely Smt. Maya Das, Smt. Arati Bhattacharya and Smt. Arunima Roy as their legal heirs and successors. After the demise of the said Rabindra Nath Das & Atindra Nath Das, their said legal heirs and successors namely Sudhindra Nath Das and Nitindra Nath Das, Smt. Maya Das, Smt. Arati Bhattacharya and Smt. Arunima Roy became the joint owners of their undivided  $(1/7 + 1/7) = 2/7$ th share in the said property by way of inheritance as well as became the joint owners of the said property and as a result of which the aforesaid Sudhindra Nath Das , Nitindra Nath Das, Smt. Maya Das, Smt. Arati Bhattacharya and Smt. Arunima Roy became the absolute joint owners of the aforesaid property and each having undivided  $(1/7+2/35) = 1/5$ th share of the entire property.



**AND WHEREAS** the said Sri Nitindra Nath Das was died intestate on **23.12.2012** leaving behind his widow Smt. Shima Das, one son Sri Tirthankar Das and one daughter Smt. Dipanwita Chakrabarty as his legal heirs and successors. After the demise of the said Nitindra Nath Das, his said legal heirs and successors became the joint owners of his undivided **1/5th share** in the said property and each of the above became the owner of undivided **1/15th share** of the entire property.

**AND WHEREAS** the said Smt. Maya Das was died intestate on **06.12.2016** as issueless leaving behind her only living brother **Sri Sudhindra Das alias Sudhindra Nath Das** and two sisters **Smt. Arati Bhattacharya & Smt. Arunima Roy** became the absolute joint owners of undivided **1/5th share** of the property left by Maya Das. Each of them got undivided **1/15th share** of the said property left by Maya Das. And as a result of which the aforesaid Sri Sudhindra Das alias Sudhindra Nath Das, Smt. Arati Bhattacharya and Smt. Arunima Roy became the absolute joint owners of the aforesaid property and **each having undivided  $(1/7+2/35+1/15) = 4/15th$  share** of the entire property. Mention may be made that Jyotish Chandra Das, the husband of **Smt. Maya Das**, was predeceased on **05.07.2014**.

**AND WHEREAS** thus the aforesaid **Smt. Shima Das, Sri Tirthankar Das and Smt. Dipanwita Chakrabarty** became the joint owners of the undivided **1/5th share** of the entire property situated and lying at Premises No. **111, Gopal Lal Thakur Road, P.S. Baranagar, Kolkata - 700035, District - North 24 Pgs.** and each of the aforesaid singly/individually is possessing undivided **1/15th share of the entire property.**

**AND WHEREAS** the aforesaid Sudhindra Das alias Sudhindra Nath Das, as a bachelor one died intestate on **27.12.2018** leaving behind him his only two living sisters **Smt. Arati Bhattacharya and Smt. Arunima Roy** and as per Hindu Succession Act., 1956 the aforesaid undivided **4/15th share** of the entire property left by Sudhindra Das alias Sudhindra Nath Das, devolved upon the said two sisters **Smt. Arati Bhattacharya and Smt. Arunima Roy.**

**AND WHEREAS** thus the aforesaid **Smt. Arati Bhattacharya and Smt. Arunima Roy** became the joint owners of the undivided **4/5th share** of the aforesaid entire property. Each of above having the undivided **2/5th share** of the same.



AND WHEREAS by virtue of a registered Deed of Gift dated 14.02.2020 registered in the Office of the A.D.S.R. Cossipore Dum Dum, vide **Book No. I, Being No. 1825 for the year 2020**, the aforesaid **Smt. Arati Bhattacharya**, donated her rightful property **undivided 2/5<sup>th</sup> share**, in favour of her nephew & daughter-in-law (own Brother's son's wife) **SRI TIRTHANKAR DAS and SMT. DIPANWITA DAS and SMT. SHIMA DAS and SMT. DIPANWITA CHAKRABARTY** also donated their rightful property being **undivided 2/15<sup>th</sup> share** in favour of their Son & brother **SRI TIRTHANKAR DAS** out of the entire property **20 (twenty) Cottahs 14 (fourteen) Chittacks 38 (thirty eight) Sq.ft** more or less along with **R.T. Shed** structure measuring **9668 Sq.ft.** more or less situated and lying at Mouza - Bonhooghly, J.L. No. 6, R.S. No. 5, Touzi No. 3027, R.S. Khatian No. 1083 & 1084, R.S. Dag No. 2132, under the limits of Baranagar Municipality and the said property had been recorded and/or renumbered in the Baranagar Municipality as **premises No. 111/1, Gopal Lal Thakur Road, P.S. Baranagar, Kolkata - 700035**, under the limits of Baranagar Municipality, Ward No. 13 (new), Holding No. 383, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, District - North 24 Parganas.

AND WHEREAS by virtue of a registered Deed of Gift dated 24.07.2022 registered in the Office of the A.D.S.R. Cossipore Dum Dum, vide **Book No. I, Being No. 09652 for the year 2022**, the aforesaid **Smt. Arunima Roy**, donated her rightful property **undivided 1/5<sup>th</sup> share**, in favour of her nephew **SRI TIRTHANKAR DAS** out of the entire property measuring **4 (Four) Cottahs 2 (Two) Chittacks 43.5 (Forty Three Point Five) Sq.ft.** more or less along with **R.T. Shed** structure measuring **500 Sq.ft.** more or less situated and lying at Mouza - Bonhooghly, J.L. No. 6, R.S. No. 5, Touzi No. 3027, R.S. Khatian No. 1083 & 1084, R.S. Dag No. 2132, under the limits of Baranagar Municipality and the said property had been recorded and/or renumbered in the Baranagar Municipality as **premises No. 111/1, Gopal Lal Thakur Road, P.S. Baranagar, Kolkata - 700035**, under the limits of Baranagar Municipality, Ward No. 13 (new), Holding No. 383, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, District - North 24 Parganas.

AND WHEREAS by virtue of a registered Deed of Gift dated 24.07.2022 registered in the Office of the A.D.S.R. Cossipore Dum Dum, vide **Book No. I, Being No. 09653 for the year 2022**, the aforesaid **Smt. Arunima Roy**, donated her rightful property **undivided 1/5<sup>th</sup> share**, in favour of daughter-in-law (own



Brother's son's wife) **SMT. DIPANWITA DAS** out of the entire property measuring **4 (Four) Cottahs 2 (Two) Chittacks 43.5 (Forty Three Point Five) Sq.ft.** more or less along with **R.T. Shed** structure measuring **500 Sq.ft.** more or less situated and lying at Mouza - Bonhooghly, J.L. No. 6, R.S. No. 5, Touzi No. 3027, R.S. Khatian No. 1083 & 1084, R.S. Dag No. 2132, under the limits of Baranagar Municipality and the said property had been recorded and/or renumbered in the Baranagar Municipality as **premises No. 111/1, Gopal Lal Thakur Road, P.S. Baranagar, Kolkata - 700035**, under the limits of Baranagar Municipality, Ward No. 13 (new), Holding No. 383, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, District - North 24 Parganas.

**AND WHEREAS** thus the aforesaid **Sri Tirthankar Das and Smt Dipanwita Das** became the joint owners of the entire property and have been enjoying the same peacefully, freely, absolutely and forever without any interruptions demand or claim whatsoever from any corners along with rights to sell, convey, transfer and develop the same to any intending person or persons at any consideration and/or any terms and conditions they will think fit and proper.

**AND WHEREAS** the Owners herein, with a view to developing the said property by constructing a multi-storied building thereon searching a good person or company who could fulfill her dream.

**AND WHEREAS** the Developer, "**BABA BHOLANATH CONSTRUCTION**", a Proprietorship Concern having its Office at 111/B, Gopal Lal Thakur Road, P.O. - Alambazar, Police Station - Baranagar, Kolkata - 700035, District - North 24 Parganas, District North 24 Parganas, being represented by its Proprietor **SRI PRANAB DAS**, approached the said owners with a proposal for constructing a multi-storied building on the said property after demolishing the existing old structures at his own costs and the owners herein being interested to the proposal of the Developer have agreed to appoint the them for undertaking the Development of the said premises at the cost and expenses of the Developer.

**AND WHEREAS** the terms and conditions which have been agreed to by and between the parties hereto relating to such development verbally and herein below recorded in writing.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed upon by and between the parties herein.

In this Agreement the terms used herein shall unless be excluded or repugnant to the subject or context shall have the following meanings.

**Premises shall mean** and include **ALL THAT** piece and parcel of bastu land measuring **20 (twenty) Cottahs 14 (fourteen) Chittacks 38 (thirty eight) Sq.ft.** more or less but as per physical measurement 27 (Twenty Seven) Cottahs 7 (Seven) Chittacks more or less along with **R.T. Shed** structure measuring **9668 Sq.ft.** more or less situated and lying at Mouza - Bonhooghly, J.L. No. 6, R.S. No. 5, Touzi No. 3027, R.S. Khatian No. 1083 & 1084, R.S. Dag No. 2132, under the limits of Baranagar Municipality and the said property had been recorded and/or renumbered in the Baranagar Municipality as **premises No. 111/1, Gopal Lal Thakur Road, P.S. Baranagar, Kolkata - 700035**, under the limits of Baranagar Municipality, Ward No. 13 (new), Holding No. 383, within the jurisdiction of A.D.S.R. Cossipore Dum Dum, District - North 24 Parganas.

**Building shall mean** multi-storied building to be constructed in or upon the said premises in accordance with Plan to be sanctioned by the Baranagar Municipality and shall also include all other space and/or area intended or meant for the common enjoyment and facilities of the building.

**Saleable space** shall mean the space in the building available for independent use and occupation of the Developer.

The total project shall be completed with **36 (thirty six) months** from the date of sanction of building plan to be sanctioned by the Baranagar Municipality.

In lieu of consideration of Owners' land and property as described herein above, the Developer would allot to the Owners as under :-

**Owners' allocation shall mean** in consideration of the Owners permitting and granting right to the Developer to built upon the said Flat Building and to sell and transfer the flats and other portion partly (except owners' share) of proposed building and for which the Developer will pay and provide to the owners:-

(a) **ALL THAT one self contained residential flat measuring 1250 Sq.ft.** including super built up area be the same of a little more or less **on the 1<sup>st</sup> Floor, North - West Side within the building of the Block - "G" which will be constructed on the Eastern side of the land property.**



(b) **ALL THAT one self contained residential flat measuring 1250 Sq.ft. including super built up area be the same of a little more or less on the 1<sup>st</sup> Floor, South - West Side within the building of the Block - "G" which will be constructed on the Eastern side of the land property.**

(c) **ALL THAT one Godown measuring 2000 Sq.ft. including super built up area be the same of a little more or less on the Ground Floor, South - West Side within the building of the Block - "G" which will be constructed on the Eastern side of the land property.**

(d) Besides the above the owners will also get a total sum of Rs. 2,00,00,000/- (Rupees Two Crore) only out of which a sum of Rs. 2,00,000/- (Rupees Two Lakh) only will be paid to the owners at the time of execution of this agreement and the rest Rs. 1,98,00,000/- (Rupees One Crore Ninety Eight Lakh) only will be paid in several installments within possession of the newly built flats in favour of the owners.

The Developer has to complete the project within **36 (thirty six) months** from the date of sanction of the aforesaid Building Plan without any cost or without any type of Fees of without any monetary charges.

**Developer's allocation** shall mean the **entire constructed space from the new built Flat-building** in the said premises together with proportionate right, title and interest in the land in common facilities and amenities including right to use thereof of the aforesaid Premises.

That all cost of preparation and sanction of the building plan and all other necessary expenses spent therefore including the cost of construction shall be incurred or borne by the Developer. The cost of construction of the common areas and common facilities shall also be borne by the Developer.

The Owners are absolutely seized and possessed of otherwise well and sufficiently entitled to All That the said property free from all encumbrances and liens whatsoever. The Developer declares that they have entered into this Agreement after being fully satisfied about the title of the Owners.

That except the title to the said property the Owners shall not be liable in any way whatsoever. The Owners shall handover all xerox copy of Deed and papers



relating to the said property. The Owners must produce the original Deed and paper for inspection whenever necessary. The Developer alone shall be responsible for all losses, damages and expenses arising out of such construction or in course of such construction of the building. If any accident happens in making the construction the developer will also be responsible to indemnify the losses or damages arising therefrom.

The Owners will execute a registered Power of Attorney in favour of the Developer for purpose of constructing the building and of selling the flats of the Developer's allocation the terms and condition of which are subject to the approval of the Owners.

It is hereby agreed by and between the parties that the Developer shall have right to sell the entire constructed portion except the flats which are to be provided to the Owners as stated above and they will have right to enter into agreements with the intending purchaser/s to sell flats etc. of the newly built flat building and to take advance from such buyers.

As per the choice of Developer, the Architect, Engineer, Contractor etc. will be recruited and the Owners shall have no right to interfere in the same. The Developer shall hand over the Owners' allocation to the Owners first in the newly constructed building before entering into any Agreements or selling the Flats which is proposed to vest in the Developer's Allocation. The Owners shall have no liability for the money received by the Developer from the Intending Purchasers.

The total transaction to be completed within **36 (thirty six) months** (except facing the circumstances which is/are beyond the control of Developer) from the date of sanction of building plan from the Baranagar Municipality failing which the Developer would have to give accommodation charges for his temporary staying to the Owners till handing over the newly built flats in the said premises.

The Developer undertakes to keep the Owners indemnified against all third party claim and actions arising out of any sort of act of the Developer or in relation to the construction of the new building.

The Developer shall at his own cost and expenses construct and complete the building thereon in accordance with the building plan. The Developer shall be entitled to encumber or mortgage the land after demolition of existing structures



and obtain a loan from any bank or financial institution for the purpose of reimbursing expenses of constructing the proposed building.

That both the parties may agree in writing to alter and/or amend any of the aforesaid provisions if mutually agreed.

The Developer shall be entitled to prepare plan with the approval of the Owners and submit the same to the Baranagar Municipality in the name of the owners. The Owners shall also sign on the paper, plan, and affidavit as and when necessary.

The Developer shall indemnify and keep indemnified the Owners against all losses, damages, costs and expenses that will be incurred and suffered by the Owners on account of or arising out of breach of any of these terms or any law, rules or regulations and due to accident or mishap during construction or due to any claim made by any third party in respect of such construction or otherwise howsoever.

The Developer shall construct the multi-storied building on the said property after demolishing the existing structure thereon and debris will be sold and the amount accrued thereon will be possessed by the Developer.

The Developer shall pay for the mother meter of the aforesaid building (i.e. electrical connection from CESC). Three meters should be provided for the aforesaid Flats, which are possessed by the Owners as per this agreement without any charges or cost.

All the terms and conditions mentioned in this Agreement are bound to the Owners and Developer and their legal heirs of the Owners and Developer are bound to obey all terms and conditions in future.

We the aforesaid two parts (i.e. Owners & Developer) will must follow the terms and conditions mentioned hereinabove by generations and if any problem will be arisen in future then we will solve the same ourselves otherwise an Arbitrator will be appointed to solve the same.

**AND WHEREAS** We are sufficiently entitled to the said landed property as mentioned in the Schedule "A" hereunder as we have absolute right, title and



interest in the said property and also have absolute authority to appoint our constituted attorney to act on our behalf for development as aforesaid in respect of under mentioned Schedule "A" property.

**AND WHEREAS** we have no sufficient time to look after our aforesaid development of our property it become necessary for us to appoint the aforesaid Developer as our constituted Attorney to act on our behalf and to look after and control all affairs in respect of Schedule "A" land.

**NOW BY THESE PRESENTS** we are the aforesaid owners (1) **SRI TIRTHANKAR DAS** and (2) **SMT. DIPANWITA DAS**, do hereby nominate, constitute and appoint "**BABA BHOLANATH CONSTRUCTION**", a Proprietorship Concern having its Office at 111/B, Gopal Lal Thakur Road, P.O. - Alambazar, Police Station - Baranagar, Kolkata - 700035, District - North 24 Parganas, District North 24 Parganas, being represented by its Proprietor **SRI PRANAB DAS**, as our true and lawful Attorney to do interlay the following acts deeds and things in our name and on our behalf which shall be considered to have done by us. Hence we are the aforesaid Owners, appoint our aforesaid constitute attorney to look after the properties and manage all affair of the property as follows:-

(1) To manage, control and supervise in respect of our aforesaid property morefully mentioned in the Schedule "A" hereinafter.

(2) To appear, represent, sign, execute on our behalf before the Board of Revenue, Collector or any District Sub-Divisional Officer, Municipality, Improvement Trust, Electricity, Commissioners or any Divisions in all matters and things relating to our aforesaid property.

(3) To sign, execute and submit all sanction plans, documents, statements, papers, undertaking declarations as may be required for necessary sanction, modification and/or alteration of sanction plans by the **Baranagar Municipality** and other appropriate authorities.

(4) To appear for and represent us before any concerned authorities including the Fire Brigade, West Bengal Police, the competent authority under the Urban land (Ceiling and Regulation) Act, 1976 and Government of West Bengal in connection with the sanction, modification and/or alteration of sanction plan etc. of the aforesaid land as well as in all the Courts, Civil Criminal or Revenue, including labqour Tribunals, Original, Revisional or Appellate Jurisdiction in any Registration Offices, and to sign execute, verify and file plaints, written



statements and petitions and also to present appeals in any court and to accept services of all Summons, Notice and other process of Law.

(5) To apply for and obtain building materials from the concerning authorities for construction of the building on the said premises as aforesaid.

(6) To utilize or shift or have connected the existing electricity connection if any in the said premises in such manner as the said attorney may deem fit and proper.

(7) To appoint, engage for ourselves pleaders, Advocates or Solicitors whenever our said Attorney shall think proper to do so and to discharge and/or terminate his or their appointment.

(8) To negotiate on terms and conditions of Agreement for sell excluding our allotted portion of the aforesaid property having absolute ownership to any purchaser or purchasers at such price which our said Attorney in his absolute description thinks proper and to agree upon and to enter into any Agreement or Agreements for such sale or sales and/or to cancel and/or repudiate the same.

(9) To receive from the intending purchaser or purchasers any Earnest Money and/or Advance and also the balance of purchase money, and to give good, valid receipt thereof and discharge for the same which will protect the purchaser or purchasers on our behalf **except the portion of owners allocation.**

(10) To sign and execute all other deeds instruments 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 conveying the said property as we could do ourselves personally **except the portion of owners allocation.**

(11) To develop the said premises by raising construction of such type of building thereon as the said attorney may deem fit and proper and for that purpose to take down, demolish and/or remove any house, building and/or structure of whatsoever nature on the said premises, if any, our said attorney shall think fit and proper.

(12) To negotiate with **AGREEMENT FOR SALE** of the flat/flats floor/floors, in proposed building on the said premises along with proportionate share of land **except the proportionate share which will be kept reserved for us as per the agreement** at any terms and conditions as the said Attorney shall think fit and proper.



(13) To collect advance or part payment or full consideration from the intending purchaser of the flat/flats, EXCEPT THE PORTION WHICH WILL BE KEPT RESERVED FOR US AS OWNER'S ALLOCATION and the sale proceed will be kept at the custody of our said Attorney.

(14) To advertise different newspapers and display hoarding in different places, engages agency or agencies for selling of flats along with the proportionate share of and in the said premises as the said Attorney shall think fit and proper.

(15) To transfer, flat/flats of the proposed buildings along with the proportionate share of land which are to be the DEVELOPER'S ALLOCATED PORTION of our said premises or any part thereof on such terms and conditions as our said Attorney shall think fit and proper.

(16) To present any deed or deeds of sale, conveyances or conveyances of other documents for registration and when executed by them in our name and on our behalf before the Additional District Sub-Registrar, District Registrar and R.A. Kolkata having authority for and to have them registered according to law and to do all other acts and deeds in respect of the aforesaid property or portion of it which our said Attorney shall consider necessary for the transferring and/ or conveying the said property of **Developer's Allocated portion** of it so such purchaser or purchasers as fully and effectually in all respect as We could have been done by ourselves.

And we do hereby agree to ratify all acts deeds and things as may be carefully and legally done or performed by the said attorney such acts deeds and things of our attorney shall be decided to be the acts and things done executed and performed by the said attorney on our behalf and the said acts, deeds or things done by them to be treated as done by us personally.

#### SCHEDULE "A" ABOVE REFERRED TO

**ALL THAT** piece and parcel of bastu land measuring **20 (twenty) Cottahs 14 (fourteen) Chittacks 38 (thirty eight) Sq.ft.** more or less but as per physical measurement 27 (Twenty Seven) Cottahs 7 (Seven) Chittacks more or less along with **R.T. Shed** structure measuring **9668 Sq.ft.** more or less situated and lying at Mouza - Bonhooghly, J.L. No. 6, R.S. No. 5, Touzi No. 3027, R.S. Khatian No. 1083 & 1084, R.S. Dag No. 2132, at **premises No. 111/1, Gopal Lal Thakur Road, P.S. Baranagar, Kolkata - 700035**, under the limits of Baranagar Municipality, Ward No. 13 (new), Holding No. 383, within the jurisdiction of



A.D.S.R. Cossipore Dum Dum, District - North 24 Parganas and which is butted and bounded as follows :

- ON THE NORTH** : By others property;  
**ON THE EAST** : By Mullick Colony Road;  
**ON THE SOUTH** : By common passage & Pond then others Property;  
**ON THE WEST** : By others property;

**SCHEDULE "B" ABOVE REFERRED TO  
 (STRUCTURE & SPECIFICATION)**

1. **Foundation** : R.C.C.(1:2) in frame structure.
2. **External wall** : 8"/5" thick brick work with quality brick in cement 1:5
3. **Structural Frame** : R.C.C.(1:2:4) in column beam slabs.
4. **Partition Walls** : 5"/3" thick brick work with quality brick in cement mortar 1:4/1:3
5. **External/Internal** : External - 12 mm thick with cement 1:6 Plaster & Internal will be finished with paris.
6. **Door** : Main Door of the Flat will be of Segun wood & Sal Frame and other doors will be of Flush Door.
7. **Windows** : Alluminium Channel with glass fitting.
8. **Floor** : Full Marble finish.
9. **Water Supply** : By Sub-marsible pump 24 hours supply from overhead tank.
10. **Toilets** : 6 feet height coloured glazed tiles on walls and Marble/Floor Tiles/Mosaic finish on floors & plumbing materials will be of standard plastic all over pipe lines, 3 nos. Tap Water connection and one Shower & one basin (without stand) will be provided.
11. **Kitchen** : Gas Cylinder slab with black stone finish of 5' x 1½' with 3 (three) feet height coloured glazed tiles surrounding the slab & two tap water point and steel sink will be provided.
12. **Interior wall finish** : Plaster of Paris
13. **Electric** : Concealed wiring, Flat wise total 30 points will be provided.
14. **Lift** : 24 hours Self operated lift facility will be provided in the building

**N.B.** Plan design & specification may be changed if required.



IN WITNESS WHEREOF the parties 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 parties at Kolkata  
in the presence of :

(1) *Asim K. Ghosh*  
111, K.N.D. Lane,  
KOL - 700020.

(2) *Sujit D*  
156/3 R.P. Lane  
KOL-35.

*Lilaan*

*Dipanwita Das.*

\_\_\_\_\_  
SIGNATURE OF THE  
OWNERS/PRINCIPALS

Baba Bholanath Construction  
*Branab Das*  
Proprietor

\_\_\_\_\_  
SIGNATURE OF THE  
DEVELOPER/ATTORNEY

Drafted by me as per  
the information supplied  
by the parties.

*Subrata Mukherjee*  
*Barasat, Kolkata*

Advocate,

Enrollment No. *F31/31 of 1987*  
TARAKESHWAR CONSULTANCY  
Office at 42/9, N.C. Das Road,  
KOLKATA-700090  
Mobile No. 9804118770  
8013008820



## MEMO OF CONSIDERATION

Received from the DEVELOPER, as per the terms and conditions of this Agreement, adjustable the sum of Rs. 2,00,000/- (Rupees Two Lakh) only as stated earlier as per memo below:-

## MEMO

| Cheque/Draft/Cash | Date       | Bank & Branch | Amount         |
|-------------------|------------|---------------|----------------|
| Cheque No. 179959 | 31.07.2024 | Axis Bank     | Rs. 2,00,000/- |
|                   |            |               |                |
|                   |            |               |                |
|                   |            | Total         | Rs. 2,00,000/- |

(Rupees Two Lakh) only

WITNESS :

(1) *Ashim K. Ghosh*

(2) *Soumitra*

*Ushama*

*Debanita Das.*

\_\_\_\_\_  
SIGNATURE OF THE  
OWNERS

PAGE NO -  
SPECIMEN FORM FOR TEN FINGERPRINTS

SIGNATURE OF THE  
EXECUTANTS/ PRESENTANTS



*William...*

|        |              |        |      |        |
|--------|--------------|--------|------|--------|
| Little | Ring         | Middle | Fore | Thumb  |
|        | (Left Hand)  |        |      |        |
|        |              |        |      |        |
| Thumb  | Fore         | Middle | Ring | Little |
|        | (Right Hand) |        |      |        |
|        |              |        |      |        |



*Dipankita Das.*

|        |              |        |      |        |
|--------|--------------|--------|------|--------|
| Little | Ring         | Middle | Fore | Thumb  |
|        | (Left Hand)  |        |      |        |
|        |              |        |      |        |
| Thumb  | Fore         | Middle | Ring | Little |
|        | (Right Hand) |        |      |        |
|        |              |        |      |        |



*Pranab Das*

|        |              |        |      |        |
|--------|--------------|--------|------|--------|
| Little | Ring         | Middle | Fore | Thumb  |
|        | (Left Hand)  |        |      |        |
|        |              |        |      |        |
| Thumb  | Fore         | Middle | Ring | Little |
|        | (Right Hand) |        |      |        |
|        |              |        |      |        |



Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192024250143937338

GRN Details

GRN: 192024250143937338 Payment Mode: SBI Epay  
GRN Date: 30/07/2024 13:40:12 Bank/Gateway: SBICPay Payment Gateway  
BRN : 2414710898615 BRN Date: 30/07/2024 13:40:36  
Gateway Ref ID: IGARPRPNK2 Method: State Bank of India NB  
GRIPS Payment ID: 300720242014393732 Payment Init. Date: 30/07/2024 13:40:12  
Payment Status: Successful Payment Ref. No: 2002010059/2/2024  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Mr Sunil Guha  
Address: 42/9, Nabin Chandra Das Road  
Mobile: 9433245356  
EMail: tarakeshwarconsultancy@gmail.com  
Period From (dd/mm/yyyy): 30/07/2024  
Period To (dd/mm/yyyy): 30/07/2024  
Payment Ref ID: 2002010059/2/2024  
Dept Ref ID/DRN: 2002010059/2/2024

Payment Details

| Sl. No. | Payment Ref No    | Head of A/C<br>Description               | Head of A/C        | Amount (₹)   |
|---------|-------------------|--|--------------------|--------------|
| 1       | 2002010059/2/2024 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 70071        |
| 2       | 2002010059/2/2024 | Property Registration- Registration Fees | 0030-03-104-001-16 | 2028         |
|         |                   |  | <b>Total</b>       | <b>72099</b> |

IN WORDS: SEVENTY TWO THOUSAND NINETY NINE ONLY.

### Major Information of the Deed

|  |  |  |            |
|--|--|--|------------|
| Deed No :  | I-1506-07985/2024  | Date of Registration                                   | 31/07/2024 |
| Query No / Year  | 1506-2002010059/2024   | Office where deed is registered                        |            |
| Query Date   | 27/07/2024 5:23:36 PM  | A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas |            |
| Applicant Name, Address & Other Details                      | Tarakeshwar Consultancy<br>42/9 N C Das Road, Thana : Baranagar, District : North 24-Parganas, WEST BENGAL,<br>PIN - 700090, Mobile No. : 9433245356, Status : Solicitor firm                              |  |            |
| 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 : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-] |  |            |
| Set Forth value  | Market Value   |  |            |
| Rs. 2/-  | Rs. 4,46,59,680/-  |  |            |
| Stamp duty Paid(SD)  | Registration Fee Paid  |  |            |
| Rs. 75,071/- (Article:48(g))                                 | Rs. 2,028/- (Article:E, E, E,)   |  |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)   |  |            |

### Land Details :

District: North 24-Parganas, P.S:- Baranagar, Municipality: BARANAGAR, Road: Gopal Lal Thakur Road, Mouza: Bon-Hoogly, Premises No: 111/1, , Ward No: 13, Holding No:383 JI No: 0, Pin Code : 700035




| Sch No               | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land                | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|----------------------|-------------|----------------|---------------|---------|-----------------------------|-------------------------|-----------------------|---------------------|
| L1                   | RS-2132     | RS-1083        | Bastu         | Bastu   | 20 Katha 14 Chatak 38 Sq Ft | 1/-                     | 4,17,59,280/-         | Property is on Road |
| <b>Grand Total :</b> |             |                |               |         | <b>34.5308Dec</b>           | <b>1 /-</b>             | <b>417,59,280 /-</b>  |                     |

### Structure Details :



| Sch No  | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1  | On Land L1        | 9668 Sq Ft.       | 1/-                     | 29,00,400/-           | Structure Type: Structure |
| Gr. Floor, Area of floor : 9668 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>  |                   | <b>9668 sq ft</b> | <b>1 /-</b>             | <b>29,00,400 /-</b>   |                           |



**Representative Details :**

| Sl No  | Name   | Address, Photo, Finger print and Signature  |   |
|--|--|---|---|
| 1  | <b>Name</b><br><b>Shri PRANAB DAS</b><br><b>(Presentant)</b><br>Son of Late Prahlad Chandra Das<br>Date of Execution - 31/07/2024, , Admitted by: Self, Date of Admission: 31/07/2024, Place of Admission of Execution: Office | <br><br>Captured<br>Jul 31 2024 11:28AM<br>LT<br>31/07/2024 | <br>31/07/2024 |
| 198/A, Gopal Lal Tagore Road, City:- , P.O:- Alambazar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700035, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: AGxxxxxx8C,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Baba Bholanath Constrution (as Proprietor) |  |   |   |

**Identifier Details :**

| Name  | Photo   | Finger Print  | Signature   |
|---|---|---|---|
| <b>Shri Ashim Kumar Ghosh</b><br>Son of Shri Dillip Kumar Ghosh<br>11/1, Kedar Nath Das Lane, City:- , P.O:- Ghughu Danga, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700030 |  | <br>Captured |  |
|   | 31/07/2024  | 31/07/2024  | 31/07/2024  |
| Identifier Of Shri TIRTHANKAR DAS, Smt DIPANWITA DAS, Shri PRANAB DAS   |   |   |   |

**Transfer of property for L1**

| Sl.No | From                | To. with area (Name-Area)              |
|-------|---------------------|--|
| 1     | Shri TIRTHANKAR DAS | Baba Bholanath Constrution-17.2654 Dec |
| 2     | Smt DIPANWITA DAS   | Baba Bholanath Constrution-17.2654 Dec |

**Transfer of property for S1**

| Sl.No | From                | To. with area (Name-Area)                      |
|-------|---------------------|--|
| 1     | Shri TIRTHANKAR DAS | Baba Bholanath Constrution-4834.00000000 Sq Ft |
| 2     | Smt DIPANWITA DAS   | Baba Bholanath Constrution-4834.00000000 Sq Ft |



**Endorsement For Deed Number : I - 150607985 / 2024**

**On 31-07-2024**

**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 10:45 hrs on 31-07-2024, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Shri PRANAB 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 4,46,59,680/-

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

Execution is admitted on 31/07/2024 by 1. Shri TIRTHANKAR DAS, Son of Late Nitindra Nath Das, 111, Gopal Lal Thakur Road,, P.O: Alambazar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700035, by caste Hindu, by Profession Business, 2. Smt DIPANWITA DAS, Wife of Shri Tirthankar Das, 111, Gopal Lal Thakur Road,, P.O: Alambazar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700035, by caste Hindu, by Profession House wife

Indetified by Shri Ashim Kumar Ghosh, , Son of Shri Dilip Kumar Ghosh, 11/1, Kedar Nath Das Lane, P.O: Ghughu Danga, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Business

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

Execution is admitted on 31-07-2024 by Shri PRANAB DAS, Proprietor, Baba Bholanath Constrution (Sole Proprietoship), 111/B, Gopal Lal Thakur Road, City:- , P.O:- Alambazar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700035

Indetified by Shri Ashim Kumar Ghosh, , Son of Shri Dilip Kumar Ghosh, 11/1, Kedar Nath Das Lane, P.O: Ghughu Danga, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,028.00/- ( B = Rs 2,000.00/- ,E = Rs 28.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 2,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/07/2024 1:40PM with Govt. Ref. No: 192024250143937338 on 30-07-2024, Amount Rs: 2,028/-, Bank: SBI EPay ( SBlePay), Ref. No. 2414710898615 on 30-07-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1965, Amount: Rs.5,000.00/-, Date of Purchase: 23/07/2024, Vendor name: Subrata Paul

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/07/2024 1:40PM with Govt. Ref. No: 192024250143937338 on 30-07-2024, Amount Rs: 70,071/-, Bank: SBI EPay ( SBlePay), Ref. No. 2414710898615 on 30-07-2024, Head of Account 0030-02-103-003-02

*Kaustava Dey*

**Kaustava Dey**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE  
DUMDUM**

**North 24-Parganas, West Bengal**



Registration under section 60 and Rule 69.

in Book - I

number 1506-2024, Page from 236421 to 236445  
No 150607985 for the year 2024.



*Kaustava Dey*

Digitally signed by KAUSTAVA DEY  
Date: 2024.07.31 11:28:41 +05:30  
Reason: Digital Signing of Deed.

(Kaustava Dey) 31/07/2024

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM  
West Bengal.**