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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M 060315

Sno:- 2 - 1176494/22

যদিও এই স্বাক্ষরিত
সংক্রান্ত আনুষ্ঠানিক
সংক্রান্ত আনুষ্ঠানিক
সংক্রান্ত আনুষ্ঠানিক

DEVELOPMENT AGREEMENT

CUM

POWER OF ATTORNEY

Addl. Dist. Sub-Registrar
SERAMPORE, HOOGHLY

28 APR 2022

THE DEVELOPMENT AGREEMENT-CUM GENERAL POWER OF ATTORNEY is made on this 28th day of April, 2022.

BETWEEN

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M/S RAJ LAXMI CONSTRUCTION (Pan No. AAKFR2767D), A PARTNERSHIP Firm have its registered office at 27/1 K.L. Goswami Sarani, P.O. Mahesh, P.S. Serampore, District- Hooghly, Pin-712202, represented by its partners (1) **SRI SHYAMAL KUMAR BOSE**, S/o Lt. Makhan Lal Bose, (PAN NO. ADLPB9552A) by faith - Hindu, by occupation - Business, residing at. FL/204, Harinandan Rajlaxmi Complex, 450, G.T. road, P.O. Mahesh, P.S. Serampore, dist.- Hooghly, Pin-712202, (2) **SRI SAMIR DEY**, S/o Late Gour Mohan Dey, (PAN AGRPD3736H) by faith- Hindu, by occupation- Business, residing at 47 (G.T.Road, P.O. Mahesh, P.S. Serampore, dist.- Hooghly, Pin-712202, hereinafter referred to as the '**OWNERS**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to include there and each of their heirs, executors, administrators, representatives and /or assigns) of the OF THE FIRST PART

AND

M/S MAA DURGA CONSTRUCTION, a sole proprietorship concern represented by its sole proprietor **SRI DIBYENDU KOLEY** (BLHPK5978A) son of Late Samar Nath Koley, by faith- Hindu, by Occupation- Business, by citizen- Indian, residing at 82, A.P. Addya Lane P.O. Sheoraphuli, P.S. Serampore, dist.- Hooghly, Pin-712223 hereinafter referred to as the Developer's/Vendor (which expression shall unless excluded by or repugnant to the subject or context be deemed to include there and each of their heirs, executors, administrators, representatives and /or assigns) of the THIRD PART.

WHEREAS ALL THAT piece and parcel of Bastu land measuring an area about 0.0122 Acrea or 07 (Seven) kattah 05 (Five) Chittak 43 (Forty three) Sq. Ft "Bastu" land and old building lying thereon, lying and situated in Mouza Sheoraphuli, J.L. No. 06, comprised in the R.S. Dag nos. 4943 & 4944 L.R. Dag No. 8263 & 8264 under L.R. Khatian Nos. 4785 & 4794, under Municipal holding Nos. 17(24), G.T. Road, Sheoraphuli within the ambit of Baidayabati Municipality, under Police station and A.D.S.R. Serampore, dist Hooghly more fully and particularly described in the schedule a hereunder written and hereinafter referred to as the said property was originally owned and possessed by Sri Radha Gobinda Gangopadhyay along with other immovable property.

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AND WHEREAS said Sri Radha Gobinda Gangopadhyay while in khass possession of the property along with other property by exercising his right title interest on the same by paying tax to the municipality and ground rent to the govt. and tax to the concerned municipality, and handed over the possession of a property of an area about 0.0122 Acrea or 07 (Seven) kattah 05 (Five) Chittak 43 (Forty three) Sq. Ft in favour of Sri Sridhar Jew, Sri Sri Gopal Jiew and Sri Sri Radha Gobinda Jiew by virtue of a Deed of Settlement/Arpannama being No.471 for the year 1977, which is recorded in Book No. 1, volume No. 11 Pages from 47 to 53 Being No. 471 for the year 1953, duly registered in the of the office of the A.D.S.R. at Serampore, District- Hooghly.

AND WHEREAS said Sri Radha Gobinda Gangopadhyay appointed Sri Debdas Gangopadhyay and Sri Gurudas Gangopadhyay as the sebaitis and after the demise of Sri Gurudas Gangopadhyay, and Sri Debdas Gangopadhyay Sri Shyamal Kumar Ganguly and Sri Debdeep Gangopadhyay become the sebaitis of the said deities and to manage the expenses of the said deities, they decided to sale the schedule mentioned property of which they are in khass joint possession along with other immovable property and they decided to sale the schedule mentioned property to M/S RAJ LAXMI CONSTRUCTION with the order of the Ld. District Judge, Hooghly of a Misc Case No. 34 of 2015 and the order dated 06.04.2015 at a best and present market price for the betterment and to meet the expenses of the before mentioned deities.

AND WHEREAS by a registered deed of Conveyance dated 22/06/2015 the aforesaid SRI SHYAMAL GANGULY AND DEBDEEP GANGOPADHYAY sold and transferred more or less 0.0122 Acrea or 07 (Seven) kattah 05 (Five) Chittak 43 (Forty three) Sq. Ft "Bastu" land in favour of M/S RAJ LAXMI CONSTRUCTION represented by its partners (1) SRI SHYAMAL KUMAR BOSE, (2) SRI SAMIR DEY, by a registered Deed Of Conveyance which was registered in the office of The Additional District Sub- Registrar Serampore and recorded in Book No. 1, volume No. 0605-2015, Being No. 3817, Pages from 16872 to 16889, for the year 2015.

AND WHEEAS after purchasing the aforesaid property said M/S RAJ LAXMI CONSTRUCTION represented by its partners (1) SRI SHYAMAL KUMAR BOSE, (2) SRI SAMIR DEY, by a registered Deed Of Conveyance, got its name recorded in L.R. Record of Rights with new Khatian No. 10412 and in the concerned Municipal record also.

AND WHEREAS to exploit the said holding commercially by erecting a 5 (Five) (G +4) storied building plan to be sanctioned by the Baidayabati Municipality as the owner has no experience, and the developer has good experience in this regard, the owner herein have agreed to enter in to a Development Agreement being these presents in respect of the "A" schedule property more fully and particularly described in the schedule "A" herein with the Developer herein by a registered DEVELOPMENT AGREEMENT - CUM POWER OF ATTORNEY on the terms and conditions and covenants hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND
BETWEEN THE PARTIES as follows:**

DEFINATION

Unless there is anything repugnant to the subject or context the following terms will have meaning assigned to them.

- 1.1 **HOLDING** shall mean all that piece and parcel of total area of Bastu land measuring an area about 0.0122 Acre or 07 (Seven) kattah 05 (Five) Chittak 43 (Forty three) Sq. Ft more or less, and together with 600 Sq. Ft. old building lying thereon, lying and situated in Mouza Sheoraphuli, J.L. No. 06, comprised in the R.S. Dag no. 4943 & 4944 corresponding to L.R. Dag No. 8263 & 8264 under L.R. Khatian No. 10412, under Municipal holding No. 17/1, G.T. Road. Sheoraphuli within the ambit of Baidayabati Municipality, under Police station and A.D.S.R. Serampore, Dist Hooghly.
- 1.2 **OWNER** shall mean **M/S RAJ LAXMI CONSTRUCTION** represented by its partners **(1) SRI SHYAMAL KUMAR BOSE, (2) SRI SAMIR DEY**, and its successors and successor-in- office and assigns.
- 1.3 **DEVELOPER** shall mean **M/S MAA DURGA CONSTRUCTION**, represented by its sole proprietor **SRI DIBYENDU KOLEY**, and its successors and successor-in-office and assigns.
- 1.4 **BUILDING** shall mean proposed multi- storied building (Ground Plus four storied) to be constructed at the said Holding with necessary additional structures, in accordance with the plan/plans to be sanctioned by Baidayabati Municipality and other appropriate Authority or authorities for construction of residential flats/Shop on the said Holding which shall include shops in the building.
- 1.5 **ARCHITECT** shall mean any technically experience qualified person or persons of firm or firms to be appointed by the Developer as Architect of the said building to be constructed on the said Holding.
- 1.6 **TRANSFER** shall mean with its grammatical variations which include transfer by possession and/or by sale or any other means transfer of space/Flat in multi-storied building to proposed purchasers thereof.
- 1.7 **TRANSFEREE** shall mean a person, firm, limited company or association or persons to whom any space/Flat in the building has been transferred, sold either by the Vendors or by the Developer.
- 1.8 **BUILDING PLAN** shall mean the plan/drawings of the proposed Multi-storied building to be constructed on the said Subject Property to be prepared by the Architect and submitted to the Baidayabati Municipality for construction of the new Ground Plus Four Storied Building on the said Subject Property with such

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- other variation or modification and /or alteration as may be mutually agreed upon between parties and duly sanctioned by Authorities concerned.
- 1.9 **COMMON FACILITES/PORCTIONS** shall include paths passages, lift, stairways, pumps, stair, hall Roof and other spaces and facilities whatsoever required for establishment, location, common enjoyment, provision, management and/or maintenance of the buildings as shall be determined by the Developer and the owner of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or management committee is formed and take charge of the same.
- 1.10 **SALEABLE SPACE** shall mean the space and/or constructed area in the proposed building to be sold to the proposed buyers and/or available constructed area for independent use and occupation after making the due provision for common facilities required thereof.
- 1.11 **CONSTRUCTED SPACE** shall mean the space in the building available for independent use and the occupation including the space demarcated or common facilities and services which includes the space to be constructed for installation of lift subject to sanctioned plan.
- 1.12 **UNITS** shall mean and include -
- a) "Non Residential Units" meaning office spaces, shops, constructed/covered spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;
 - b) "Residential Units" meaning the flats for residential use in any building at the subject Property.
- 1.13 **AGREED RATIO** shall mean the ratio of sharing in several matters referred to herein between the Owners and the Developer which shall be **45% (Forty Five)** belonging to the Owner and **55% (Fifty Five)** belonging to the Developer.
- 1.3.1 **OWNERS' ALLOCATION** shall mean the 45% on all the floors of the said Multi - Storied (G+4) building (including super build-up area) to be constructed in the building and two residential flats of an area of 1000/- Sq. Ft. with super build-up area each on the second floor out of their 45% owners allocation of the said Multi - Storied (G+4) building to be allotted as part of the owners allocation in habitable condition and for enjoyment/use such other area/or facilities reserved for under the statute i.e. common areas, landing, staircase and 45% share of right in the roof the details of which more fully mentioned in the Schedule - B- hereunder.
1. **DEVELOPER'S ALLOCATION** shall mean who will construct the proposed building out of his own fund and shall get 55% of the constructed area or areas or balance area after owners' allocation to be constructed over the said premises up to ground

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plus four storied building only and to be allotted as part of the developer's allocation land for enjoyment/use such other areas or facilities reserved for under the statute i.e. common areas, landing, staircase and 55% share of right in the roof the details of which mentioned in the Schedule - C- hereunder

2. **COMPLETION OF THE PROJECT** shall strictly mean and binding upon the Developers as an essence of the contract i.e. construction of the project shall be completed by the Developer positively within 24 months from the date of sanction of the building plan out of their own fund.
3. **WARD IMPARTING** singular number shall mean plural number and vice versa.

TERMS & CONDITIONS

1. That the owner would hand over the copies of the Original Deed, Parcha, Tax Receipt, Ground Tax Receipt etc. only to the Developer.
2. That the owner shall make put good and marketable title to the "A" schedule Property free from all encumbrances up to the satisfaction of the Developer or their Advocate shall answer all questions which are to be made by Developer or his Advocate for investigation of the title of the Owner of the "A" schedule Property.
3. That the Developer shall at their own cost prepare building plan in the name of the owners for the purpose of construction of Multi-Storied building in the conformity with the provisions of the West Bengal Municipal (amendment) act, 1994 and the rules there under the building Regulations Act in respect of the "A" schedule Property and shall submit the same before the municipality for taking sanction of building plan regarding the same and the Developer also shall pay all costs, which will be required for the purpose of taking sanction, of building plan from Municipality and from the other concerned authority.
4. That the Owner shall sign the proposed building plan for submitting the same before the Municipality if the same be found lawfully/actually made and also shall swear Affidavit and indemnity Bond which will be required for the purpose of obtaining sanction of building plan from the Municipality and the Owner also shall sign all relevant papers, documents which will be required from time to time for completion of Multi Storied building (G+4) proposed construction (Residential + Commercial Building) over the "A" schedule Property. Be it mentioned that the Developer will carry out the said demolishing work without hampering the adjacent building/structure.
5. That the Developer shall make necessary lawfully arrangement to demolish the existing old building entirely at his own risk and responsibility and shall get all broken materials from the "A" schedule Property and make arrangement for sale of the same to the intending purchase and sale proceeds shall take by the Developer. Be it mentioned that the Developer will carry out the said demolishing work without hampering the adjacent building/structure.

6. That the Developer hereby agrees to develop or agrees to complete the construction work of the proposed building over the "A" schedule Property within 24 months from the date of sanction of the building plan by the Municipality with best and standard materials may be specified by architect from time to time entirely at his/their own cost, expense and their own finance and their own risk and responsibility. The parties hereto shall not be considered to be liable for any obligations prevented by the existence of the Force Major condition i.e. flood earthquake riot war storm tempest civil commission strike and/or any other act or commission beyond the control of the parties hereto.

7. In consideration of the owners allocation as stated hereinabove and more fully described here under the Land Lord/Owner having agreed to permit the Developer to construct, erect and complete the building on the said premises in accordance with the plan to be sanctioned by the Baidayabati Municipality, the Developer agreed to allocate to the owner the said 45% area including super build-up area i.e. on all the floors of the proposed building and two Residential flats of an area with 1000 Sq. Ft with super build up area each facing towards G. T. Road, said Multi - Storied (G+4) building according to suitability in complete condition as per specification in schedule - D in complete habitable condition to be constructed at the said premises as mentioned hereunder title space allocation (hereinafter called the Owners' allocation) and further agreed to make payment of a sum of Rs. 45,00,000.00 (Rupees Forty Five Lac) only to the Land Owners before starting construction of the project which will be adjusted to the Developer without interest in equal percentage of amount from the consideration money at the time of registration of each and every unit area/ Residential flat / Commercial Shop or Garage to the third Party by the Developer failing which the Land Owners shall hand over the constructed area equivalent to Rs. 45,00,000.00 (Rupees Forty Five Lac) only to the Developer.

a. It is being expressly agreed and declared that the right of the owner's allocation in the building to be constructed shall remain restricted to the said area and the balance area by extension of building plan if available for on the said building at the said premises shall be distributed @ 45% -55% ratio but construction to be made out of the fund of the Developer. For the purpose of calculation of the area of the owners' allocation the proportionate share of covered common area only will be taken into account and shall not include the open space.

b. All costs and expenses for construction, erection and completion of the said building shall be paid/ borne and discharged by the Developer. On completion of

construction of the building the Developer shall hand over the owners' allocation to the owners.

9. That the Owner will not claim or demand any further cash amount or any construction area of the "A" schedule property except the Owner allocation.

10. That the Developer for construction of Multi-Storied building over the "A" Schedule land shall get remaining total constructed area of the "A" Schedule property i.e. rest of the construction area or space in the said premises after deduction of the Owner allocation together with proportionate share of the land of "A" schedule for construction of multi-storied building particulars of which mentioned in the "C" schedule of the Developer's allocation.

11. The simultaneously with the execution of this development agreement the owners are executing and register one general power of attorney appointing (1) SRI DIBYENDU KOLEY, as their true and lawful attorney conferring all powers including the power of sale, mortgage, lease after the completion of work let out and any kind of work on Developer's allocation properties which will be constructed out of Developer's allocation except the Owner allocation or area in favor of the person company firm private or Govt. etc. together with proportionate share of land underneath and power of attorney shall be the part of sale-cum-development agreement. The owner herein further declare that the power of attorney to be given shall not be revoked in violation of the owner shall be bound to pay special damages to the developer. If in the meantime construction is done and power of attorney revoked shall not be binding on the attorney.

12. That the Developer shall construct the entire construction work of proposed multi-Storied.

13. Building as per plan to be sanctioned by the Baidayabati Municipality with standard quality materials.

14. That the Developer has every right to modify or alter the building plan with the consent of the Owners and also have right to submit supplementary building plan for the purpose of completion of construction of the multi-Storied building over the "A" Schedule Property and the Developer have every right to submit the plan to take delivery of the same from the Municipality and if in any case any consent in writing or signature of the owner shall be bound to sign the same and also co-operate in all matters in respect of getting supplementary sanction of building plan, plaints, written statement petition and all others documents which will be required for the court cases.

15. The Developer shall be entitled to enter into any agreement and any take advance consideration for any intending purchaser or purchasers and may enter into any package deal or arrangement in relation thereto in respect of the Developer's allocation but in any circumstances the Developer's cannot sell the Owner allocated Flat in the Ground floor and Second floor portion.

16. That the Developer for construction of building over the "A" schedule property shall have every right to appoint Architect, engineers, supervisors labors Construers Mason Electrician, Plumber or any person for the purpose of competition of construction

of the proposed building. In this regard it is settled by and between the owners that during construction work good quality of building materials will be used.

17. That during construction work neither the owner nor the Developer's or any person occupying any portion of the said building whether in the owner allocation or in the Developer's allocation shall or permit to be used his/her/their portion or space for carrying on any illegal or immoral trade or activity inside the building or outside the building.

18. That the owner shall always Co-operate to the Developer whenever any co-operation is to be required by the Developer. On the other hand the Developer will always Co-operate is to be required by the owner.

19. That the owner in no case shall be liable for the men appointed by the Developer for the purpose of construction of multi-storied building over the "A" schedule property.

20. That the owner shall pay all rent and taxes to the Govt. and Municipality of the "A" schedule property till handing over the possession and after the competition of flat and handing over the possession of flat the owner and the prospective purchaser shall pay rent and taxes jointly to the govt. and Municipality and shall mutated their names in the Municipality and shall pay the Taxes which are to be assessed by the Municipality.

21. That the Developer at their own cost and expenses shall develop the building by engaging own men and shall keep & stock building materials at the site of construction of the said building. The owner hereby authorized the Developer to do all acts deeds things according to law which will be necessary for the purpose of competition of development work and shall grant other power and authorities as may be reasonable required by the Developer or their agent or nominee.

22. That after completion of the said multi-storied building and after competition of sale of the said building any income tax is imposed upon the Owner said tax shall be paid by the Developer's and if any legal complications arises related to the tax refund during/after selling the flats/garage the Owner shall not be liable for the same.

23. That the owners after getting the residential flats jointly enjoy the common area together with the other occupiers with the same right and liabilities.

24. That if any dispute arises between the owner and Developer, it will be seteled amicably, if not possible it will be settled by any court of law under the jurisdiction of Serampore Court or High court at Calcutta.

25. That after completion of the proposed multi-storied building and handing over the same to the proposed purchaser by way of sell the flat owner including the owner will become the absolute owner of their respective flats and shops together with proportionate share of land underneath of "A" schedule land and shall be collectively liable to bear all costs of maintenance of building, rent and taxes and other incidental cost or cases.

26. That the Owners shall every right to sale, gift, and lease their flat/shop area together with proportionate land to any third party without the consent of other flat owner and Developers.

27. That if any accident occurred due to low grade materials or due to any negligent of Engineer or constructor or Developer for construction of multi-storied building in that case the Owner shall not be liable for the same and the unnatural accident during the construction period and the Owner also shall not be liable and/or responsible for any kind of dispute raised by the workers, labors and engineers.

28. That this agreement shall be registered and the original shall be retained by the Developer.

29. That the owner gives license and permission to the Developer to enter upon the said "A" schedule property with full right and authority to commence/carry on and complete the development work.

30. That the owner shall not be responsible in case there is any accident in the aforesaid construction area and the Developer shall be responsible for the consequences of the same under the workmen compensation Act or any other Act in force.

31. If until the completion of building any damage or harm occurs to the adjoining properties, neighbors' the Developer shall be fully responsible for all the consequences.

32. That if any legal litigation/objection be made by the adjacent plot Owner/holders in respect of any sort of construction work by the Developer in the event of Developer's will settle the matter by taking entire responsibility of the same.

33. That there is some shop rooms in the "A" schedule property, which has been running by the respective tenants. The owners shall hand over the "A" schedule property to the Developer along with the said tenants and the Developer has been responsible for settlement /negotiation with the tenants by giving them alternative accommodation or by paying the compensation for their tenanted space or by any other way and the owners shall have no responsibility or liability to negotiate with the tenants.

34. That the Developer will have to complete the proposed multi-storied building within the stipulated period i.e. 24 (Twenty four) months from the date of sanction of the building plan or to provide the owner allocation (mentioned in the schedule "B") within the stipulated period positively.

35. That this Development Agreement cum General Power of Attorney is valid till all the conditions of the Development Agreement is complied by both the parties.

36. That the construction of the proposed multi-storied building will be constructed by the Developer according to the sanctioned building plan which will be sanctioned by the chairman of Baidyabati Municipality. Be it mentioned that if any construction be made in the proposed building beyond the sanction building plan in that event Developer's will responsible for the consequence and cost but the Owner will not be responsible for the same at all.

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THAT THE OWNER HEREBY GIVEN THE FOLLOWING POWER TO

THE DEVELOPER

TO ALL TO WHOM THERE PRESENTS M/S **RAJ LAXMI CONSTRUCTION** (Pan No. AAKFR2767D), A PARTNERSHIP Firm have its registered office at 27/1 K.L. Goswami Sarani, P.O. Mahesh, P.S. Serampore, District- Hooghly, Pin-712202, represented by its partners (1) **SRI SHYAMAL KUMAR BOSE**, S/o Lt. Makhan Lal Bose, (PAN NO. ADLPB9552A) by faith - Hindu, by occupation - Business, residing at. FL/204, Harinandan Rajlaxmi Complex, 450, G.T. road, P.O. Mahesh, P.S. Serampore, dist.- Hooghly, Pin-712202, (2) **SRI SAMIR DEY**, S/o L.L. Gour Mohan Dey, (PAN AGRPD3736H) by faith- Hindu, by occupation- Business, residing at G.T.Road, P.O. Mahesh, P.S. Serampore, dist.- Hooghly, Pin-712202. WE SENT GREETINGS:-

NOW KNOWN ALL MEN BY THESE PRESENTS THAT we do hereby nominate, constitute and appointing

1. To appear and act in all the courts criminal civil revenue Office Block Land and land reform Office, District Register Office, Additional District Register Office, District Magistrate, Sub-Division Office, District Board, Municipal board or notified area or any other local authority.
2. To sign verify plaint written statements petitions objections memorandum of appeal and petitions objection and application of all kinds and to file it in any court of law such as any civil Court Criminal Court or any of the office or offices.
3. To appoint any Advocate, Barrister Revenue Agent or any other legal practitioner or any person legally authorized to do any fact.
4. To compromise compound or withdraw cases or to confess judgment and to refer case to arbitration.
5. To file and receive back any documents from Bank or financial institute to deposit money in our names or receipt from any office and to grant proper acknowledgement receipt.
6. To accept service of any summons notice writ issued by any court and office against me.
7. To obtain refund of stamp duty court fees repayment of stamp fee.
8. To execute the decree or any decrees up to the amount of the decree.
9. To file for damages and any kind of suit and to apply to court and offices for copies of documents and papers and to withdraw deeds, documents, papers from any court.
10. To file any application before the Municipal authority bank or any board and to appear and also to do all acts which will be necessary to protect the interest at the property and also take copies from the Municipal Authority or Bank.

11. To enter into an agreement for sale on our behalf and to do all acts which will be legal valid for completion of all agreement if required to appear before the registration authority and pressing the same & shall admit execution and registration.

12. To execute and register proper instrument of transfer or any kind of indenture like sale, lease etc in respect of the Developer's allocation on duly stamp conveyance on our behalf and shall present the same before the registration authority and shall admit execution and registration and also shall complete and observe all formalities in respect of our schedule property for competition of sale and shall deliver possession and shall complete and observe all formalities of sale and shall deliver possession and shall take all money and consideration to grant receipt for acknowledge of payment.

13. Generally to Act as my Attorneys or agents in relation to the matter aforesaid and all other matter in which I may be interested or concerned and on my behalf to do all acts or things as fully and effectual in all respect as myself to do if personally present.

14. AND Generally Act or Agents in relation to all matters I respect of ours schedule property which we are now or ours hereafter be interested or concerned and on our behalf to execute and to all instruments acts matters and things as fully and effectually as we could do if personally presents and we hereby agree to ratify and confirm whatsoever our said attorney shall lawfully do or purported to do by virtue of those presents.

15. AND GENERALLY to Act as our Attorneys or agent in relation to all matters in respect of our schedule property which we are now or may hereafter be interested or concerned and on our behalf to execute and do all instruments, acts, matters and things as fully and effectually as we could do if personally present and we hereby agree to ratify and confirm whatsoever our said Attorney shall lawfully do or purport to do by virtue of these persents.

"A" SCHEDULE ABOVE REFERRED TO:

1. **ALL THAT** piece and parcel of Bastu land measuring 0.076 Acres or 04 (Four) kattah 09 (Nine) Chittak 17 (Seventeen) Sq. Ft more or less comprised in R.S. Dag No.4943, corresponding to L.R. Dag No. 8263, under R.S. Khatian No. 1953 corresponding to L.R. Khatian No. 10412, Municipal holding No. 17/1, G.T. Road, Sheoraphuli within the ambit of Baidayabati Municipality, under Police station and A.D.S.R. Serampore, dist Hooghly.

2. **ALL THAT** piece and parcel of Bastu land measuring 0.046 Acres or 02 (Four) kattah 12 (Nine) Chittak 26 (Seventeen) Sq. Ft. more or less comprised in R.S. Dag

No.4944, corresponding to L.R. Dag No. 8264, under R.S. Khatian No. 1927 corresponding to L.R. Khatian No. 10412, Municipal holding No. 17/1, G.T. Road, Sheoraphuli within the ambit of Baidayabati Municipality, under Police station and A.D.S.R. Serampore, dist Hooghly. Therefore total land in two L.R. Dag Nos. as mentioned in Serial no 1 & 2 hereinbefore comes to 0.0122 Acrea or 07 (Seven) kattah 05 (Five) Chittak 43 (Forty three) Sq. Ft more or less in the said two plots, the same is butted and bounded as follows:

On the North: Sree Radha Gobinda Jew Mandir; On the south: Others' Property
On the East: G.T.Road; On the West: Others' Property

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SCHEDULE "B" ABOVE REFERRED TO:

(Owners' Allocation)

OWNERS' ALLOCATION shall mean the 45% area/areas Including super built - up area of the building and two Residential Flat of an area with 1000 Sq. ft. with super build up area each on the second floor out of their 45% owners allocation of the said and proposed Multi- storied building, facing towards G. T. Road to be constructed on the said Holding no. mentioned in the schedule A hereinbefore to be allotted as part of the owners allocation and for enjoyment/use such other area/or facilities reserved for under the statute i.e. common areas, landing, staircase and 45% share of right in the roof in the proposed building.

THE SCHEDULE "C" ABOVE REFERRED TO:

(Developer's Allocation)

DEVELOPER'S ALLOCATION shall mean who will construct the proposed building out of their fund and shall get 55% of the constructed area or areas to be constructed over the said Holding no. mentioned hereinbefore up to ground plus four storied building only and to be allotted as part of the developer's allocation land for enjoyment/use such other areas or facilities reserved for under the statute i.e. common areas, landing, staircase and 55% share of right on the roof in the proposed building.

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THE SCHEDULE "D" ABOVE REFERRED TO:
(Specification of flat to be allotted to Landlord)

1. Foundation Isolated/combine footing on hard strata
2. Super Structure: R.C.C. slab.
3. Floor/Roof R.C.C. slab.
4. Wall Brick walls plastered on both sides.
5. Wall external Brick work cemented sand plastered and snow seam paint.
6. Common 5" brick work finish with
7. Internal 3" brick work finish with plaster and Paris.
8. Window: Steel window fitted with M.S. Grill.
9. Doors: Flash doors shutter in wooden frame grilles fitted with door bolt and tower bolt. (Extra charges on covered- Grill and Collapsible gate.)
10. Flooring: Tiles flooring
11. Dedo/skirting: white ceramic tiles up to 5' height in toilets and 2" in kitchen
12. Sanitary & plumbing: PVC Soil and rain water pipes. All plumbing in bath room with P.V.C. pipes for water and drainage. Bath room door with P. V.C. local. Two water connection in kitchen with sink. All bathrooms provided Shower point commode adequate connection and basin outside.
13. Residential: 2 Nos of flats of an area about 1000 sq. ft. each (Including super build-up area) 30 pieces of basic electric points (Extra charges on Air condition Point and Geyser points).

IN WITNESS WHEREOF the parties put each of their hands and seal on the day month and year first above written.

For Rajlaxmi Construction
Shyamal Kumar Bose

Partner

SIGNED SEALED AND DELIVERED by the
OWNERS

For Rajlaxmi Construction
Somy Oj.

Partner

SIGNED SEALED AND DELIVERED by the
DEVELOPER

MAX BIRGA CONSTRUCTION

Dibyendee Koley
Proprietor

47

MEMO OF CONSIDERATION

Received a sum of Rs. 45,00,000/- (Rupees Forty Five Lac) only from the within mentioned Developer towards interest free advance which would be refunded to the Developer at the time of the Possession of constructed area in terms of this agreement as follows:

DATE	CHEQUE NO.	BANK	BRANCH	AMOUNT
18.04.2022	000001	Bank of boroda	Sheoraphuli	10,00,000.00/-
8.04.2022	000002	Bank of boroda	Sheoraphuli	05,00,000.00/-
16.04.2022	000003	Bank of boroda	Sheoraphuli	30,00,000.00/-
(Rupees Forty Five Lac)				45,00,000.00/-

WITNESSES:

1. Mihir Kaur
491/B, G.T. Road
Mahesh, Hooghly.

For Rajlaxmi Construction
Shamal Kumar Bose

Sumiy Ojha
Partner

SIGNATURE OF THE DEVELOPER

2. Subnagla Pandit
Snehasmita

Prepared in my office.

Dibyendu Koley
DIBYENDU KOLEY

ADVOCATE

HIGH COURT, CALCUTTA

Enrolment No. F/435/2012

**POWER OF ATTORNEY CUM DEVELOPMENT AGREEMENT
PLAN IN R. S. DAG NO. - 4943 & 4944 , R.S. KHATIAN
NO. - 1953 , 1927 , L.R. DAG NO.- 8263 , 8264 , L.R. KHATIAN
NO. - 10412 , MOUZA- SHEORAPHULI , J. L. NO.- 6 ,
P.S. - SERAMPORE , DIST. - HOOGHLY, IN MUNI.
HOLDING NO. - 17/1 , G.T. ROAD , WARD NO.- 10 , UNDER
BAIDYABATI MUNICIPALITY.**

<u>R.S. DAG NO.-</u>	<u>L.R. DAG NO. -</u>	<u>LAND ARYEA</u>	<u>COV. AREA</u>
4943 (P)	8263	04 KA. 09 CH. 17 SFT.	R.C.C. - 400 SFT. ✓
4944 (P)	8264	02 KA. 12 CH. 26 SFT.	R.C.C. - 200 SFT. ✓

TOTAL LAND AREA = 07 KA. 05 CH. 43 SFT. R.C.C. = 600 SFT.

BOUNDARY LINE SHOWN RED

SCALE :- 1" = 30' - 0"



NAME OF ATTORNEY & DEVELOPER = MAA DURGA CONSTRUCTION
PROPRIETOR = DIBYENDU KOLEY

NAME OF OWNER & PRINCIPAL = RAJLAXMI CONSTRUCTION
PARTNER OF = 1. SRI SHYAMAL KR. BOSE

2. SRI SAMIR DEY

For Rajlaxmi Construction

Shyamal Kumar Bose

1 :-

Partner

For Rajlaxmi Construction

2 :-

Samir De

Partner

SIG. OF OWNER & PRINCIPAL :-

MAA DURGA CONSTRUCTION

Dibyendu Koley

Proprietor

SIG. OF ATTORNEY & DEVELOPER :-

KAMAL KANTI GHOSH

(Licence Planner)

Baidyabati Municipality

Licence No. 28282/2017 Dt. 5.1.2021

Signature..... *K.K.G.*.....

Date..... 14.4.2022.....

TRACED BY :-

