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

  
District Sub-Register-II  
Alipore, South 24-pargana

09 JUN 2023

**DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY**

**THIS DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY** made this 9<sup>th</sup> day of June 2023 **BETWEEN P.S. REALTORS, (PAN AANFP0793Q)**, a partnership firm having its office at 16/2/S, Ballygunge Station Road, Ground floor (portion-A), Kolkata -700019, Police Station - Gariahat, represented by its partners **SRI SANDIP SINHA, (PAN ALPPS8206G, AADHAR 5159 2934 5559)**, Son of Late Dr. S.S Sinha, by faith Hindu, by profession business, by nationality Indian residing at 16/2/S Ballygunge

3696, 21 FEB 2023  
NO. DATE RS. 50

NAME.....

ADDRESS.....

Rita Sinha  
Advocate  
High Court, Calcutta

ALIPORE JUDGE'S COURT  
A. K. SAMASPATHI



SIGNATURE



Identified by me  
Rita Sinha  
Advocate

High Court, Calcutta  
resident of 16/2/3, Ballygunge Station Road  
Kolkata - 19

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Station Road, Kolkata-700019, P.S- Gariahat, **SRI PARTHA GHOSH, (PAN ABFPG2589), AADHAR 3483 6209 7248)**, Son of Late T.D. Ghosh, by faith Hindu, by profession business by nationality Indian, residing at 19, Dover Place, Kolkata-700019, P.S.-Gariahat, collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, successors, administrators, legal representatives and assigns) / **PARTY of the FIRST PART.**

**AND**

1). **MR. SATYAJIT BOSE (PAN-ADCPB8562H AADHAAR 7164 6099 5393)**, son of Late Sangit Kumar Bose, a Hindu adult, a citizen of India, by profession retired person, permanently residing at 12, Dover Lane, 1<sup>st</sup> Floor, Sarat Bose Road, P.S. Gariahat P.O.- Sarat Bose Road, Kolkata-700029 and 2) **MR. SUKALYAN BOSE, (PAN AFJPB7955D, AADHAAR 5170 5249 4490)**, son of Late Sarit Kumar Bose, a Hindu Adult, a citizen of India, by profession service, permanently residing at 45A, Kankulia Road, Kolkata – 700029, P.S- Gariahat, P.O- Ballygunge. 3) **MS SHARMISTHA BOSE (PAN AHUPB4568K AADHAAR 3106 6694 7127)** daughter of Late Sarit Kumar Bose, a Hindu adult, a citizen of India, by profession self employed, permanently residing at 45A, Kankulia Road, Kolkata – 700029, P.S- Gariahat, P.O- Ballygunge, hereinafter called the **OWNERS** (which expression shall unless repugnant to the meaning and context thereof include their legal heirs, assigns, successors) / **PARTY of the SECOND PART.**

**AND**



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**P.S. REALTORS, (PAN AANFP0793Q)**, a partnership firm having its office at 16/2/S, Ballygunge Station Road, Ground floor (portion-A), Kolkata -700019, Police Station - Gariahat, represented by its partners **SRI SANDIP SINHA, (PAN ALPPS8206G, AADHAR 5159 2934 5559)**, Son of Late Dr. S.S Sinha, by faith Hindu, by profession business, by nationality Indian residing at 16/2/S Ballygunge Station Road, Kolkata-700019, P.S-Gariahat, **SRI PARTHA GHOSH, (PAN ABFPG2589J, AADHAR 3483 6209 7248)**, Son of Late T.D. Ghosh, by faith Hindu, by profession business by nationality Indian, residing at 19,Dover Place, Kolkata-700019,P.S.-Gariahat, collectively referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, successors, administrators, legal representatives and assigns) / **PARTY of the THIRD PART.**

**WHEREAS** one 1) SRI. BHISMADEB MITRA 2. SMT SUKLA BASAK 3. SMT SIPRA MUKHERJEE 4. SMT GOURI MITRA 5. SRI SANJIB MITRA 6. PRATIMA MITRA alias KEKA MITRA 7. SMT. RADHA MITRA 8. SRI. RAJIB MITRA 9. SRI. RAJA MITRA 10. SRI. SUBHANKAR MITRA were the lawful owners of land measuring 2 (two) Cottahs 9 sq. ft (approx) be the same a little more or less along with a two storied dilapidated building together with right of way / passage measuring 8 feet wide Road along with underground drain, electric connection, underground water connection, lying and situated at Mouza Panchanna Gram, Division 5, District Collector Holding No. 102, previously known and numbered as 45B, Kankulia Road P.S- Gariahat, P.O.-Sarat Bose Road, Kolkata – 700029, under ward 90 under K.M.C. by virtue of the law of inheritance.



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**WHEREAS** all of them decided to sell off the same to P.S.REALTORS/OWNERS OF THE FIRST PART mentioned herein above against a consideration mutually decided upon by both the parties. Accordingly a sale deed was executed between all of them and M/S P.S.REALTORS on 23.12.2022 and registered in the office of D.S.R III Alipore 24 parganas South, vide being no. 160300217 for the year 2023, registered in book I, volume no. 1603-2023, pages from 9491 to 9524. By virtue of the execution of the aforementioned sale deed, M/S P.S.REALTORS/OWNERS OF THE FIRST PART thus became the owners of 2 (two) Cottahs 9 sq. ft (approx) be the same a little more or less along with a two storied dilapidated building together with right of way / passage measuring 8 feet wide Road. They have also got their names mutated in respect of the said land from the assessment dept. of the K.M.C.

**WHEREAS** one Subodh Laxmi Dasi alias Bose, by virtue of a registered sale deed executed on 30.09.1940 between Baburam Das, as the vendor and herself as the purchaser, registered in the office of the Sub- Registrar Sealdah, vide being no. 2175 of 1940, registered in Book no. 1, volume no 45, pages 153 to 162 had become the owner of 2 cottahs and 13 sq. ft. of land including the existing right, title and interest of a passage measuring 46 feet 1 inch long and 8 feet wide, making up a total area of 368 sq. ft. running along the southern end of the said piece and parcel of land at holding no. 102 within Dehi Panchannagram in premises, 4/2 Kankulia Road, presently numbered as 45A, Kankulia Road, under ward no. 090 of the Kolkata Municipal Corporation. Thereafter she constructed a two storied structure in the aforementioned premises.



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**AND WHEREAS** the said Subodh Laxmi Dasi alias Bose died testate on 03.01.1969 (husband being predeceased to her) leaving behind her two sons viz Sri Sachindra Nath Bose and Sri Samarendra Nath Bose. Her youngest son, Satyendra Nath Bose died during her lifetime. Before her death she prepared a Will (hereinafter referred to as the "**SAID WILL**") on 09.04.1963 in respect of her property at 4/2, Kankulia Road, presently 45A, Kankulia Road, consisting of 2 cottahs 13 sq. ft. of land including the existing right, title and interest of a passage measuring 46 feet 1 inch long and 8 feet wide running along the southern end of the said piece and parcel and a two storied structure standing thereon. The "**Said Will**" was probated on 26.07.1972 from the District Delegate, Alipore and by virtue of the probated "**SAID WILL**" of (Late Subodh Laxmi Dasi alias Bose) all her property mentioned herein above devolved upon her children and her grandchildren in the following manner.

- A) She had three sons, namely Sachindra Nath Bose, Samarendra Nath Bose and Satyendra Nath Bose and three daughters, Saraju Bala Mustafi, Sarasi Bala Ghosh and Sulekha Dey.
- B) Her eldest son, Sachindra Nath Bose had three sons and one daughter, namely Sangit Kumar Bose, Sarit Kumar Bose, Suhrid Kumar Bose and Sima Ghosh (nee Bose).
- C) Her second son, Samarendra Nath Bose was married but never had any children. Her youngest son, Satyendra Nath Bose had remained unmarried and died, on 12.08.1964.
- D) Her first daughter, Saraju Bala Mustafi, second daughter, Sarasi Bala Ghosh were married off and her youngest daughter, Sulekha Dey, came back to her (matrimonial home) widowed with a daughter. Subodh Laxmi Dasi had not bequeathed any portion of



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her property in favour of Saraju Bala Mustafi or Sarasi Bala Ghosh. She had given life time permission of staying in her property to her youngest widow daughter, Sulekha Dey. However, both Sulekha Dey and her daughter expired long back.

E) By virtue of the **SAID WILL** she had made her grandsons (from her eldest son) namely Sangit Kumar Bose, Suhrid Kumar Bose and Sarit Kumar Bose, the lawful owners of 1/3<sup>rd</sup> share of her property i.e., land with structure in premises no. 4/2, Kankulia Road, presently numbered as 45A, Kankulia Road. Since her youngest son, Satyendra Nath Bose remained a bachelor during the life time of Subodh Laxmi Dasi alias Bose, in her **SAID WILL**, she had expressed clearly that after the demise of her youngest son, Satyendra Nath Bose, his portion of 1/3<sup>rd</sup> share of the property would devolve on her second son, Samarendra Nath Bose and her grandsons, (from her eldest son, Sachindra Nath Bose) Sangit Kumar Bose, Suhrid Kumar Bose and Sarit Kumar Bose in equal shares (together getting 50% of 1/3<sup>rd</sup> share of Satyendra Nath Bose's property). Satyendra Nath Bose died on 12.08.1964. So his share of property was distributed in accordance with the **SAID WILL** of Late Subodh Laxmi Dasi alias Bose.

F) The rest 1/3<sup>rd</sup> share of Late Subodh Laxmi Dasi alias Bose's property went to her second son, Samarendra Nath Bose along with 50% of 1/3<sup>rd</sup> share of the property of his deceased younger brother, Satyendra Nath Bose in accordance with the probated "**SAID WILL**" of his late mother, Subodh Laxmi Dasi alias Bose.

G) Samarendra Nath Bose died intestate on 01.11.2003, his wife predeceasing him and the couple being childless, their legal heirs who survived them were Sangit Kumar Bose, Sarit Kumar Bose, Suhrid Kumar Bose (all nephews) and Srimati Sima Ghosh (only niece)



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to inherit their share of property i.e., 1399 sq. ft., be the same a little more or less along with proportionate share of land attributable to the said structure standing on premises no. 45A, Kankulia Road, Kolkata-29.

J) Thus, being guided by the provisions of the **HINDU SUCCESSION ACT, 1956** Suhrid Kumar Bose, Sarit Kumar Bose and Sangit Kumar Bose, each became the absolute owner of 816.65 sq. ft., be the same a little more or less along with proportionate share of land attributable to the said structure standing on premises no. 45A, Kankulia Road, Kolkata-700029 and Sima Ghosh, also became the absolute owner of 350 sq.ft. approx. be the same a little more or less along with proportionate share of land attributable to the said structure standing on premises no, 45A, Kankulia Road, Kolkata-700029.

Sangit Kumar Bose died (his wife predeceasing him) leaving behind his only legal heir, his son, Satyajit Bose, one of the Owners of the Second Part mentioned herein above.

Sarit Kumar Bose died, leaving behind his wife, Protiva Bose, son, Sukalyan Bose and daughter, Sharmistha Bose as his surviving legal heirs.

**AND WHEREAS** Suhrid Kumar Bose gifted his portion of the property to Satyajit Bose, the son of Late Sangit Bose by virtue of a registered gift deed vide deed no. 190101786 for the year 2017.

**AND WHEREAS** Sima Ghosh also gifted her portion of the property to Satyajit Bose ( $\frac{2}{3}$ <sup>rd</sup> portion of her property), Sharmistha Bose and Sukalyan Bose (the balance  $\frac{1}{3}$ <sup>rd</sup> portion of her property) by virtue of a registered gift deed 16031617 in the year 2023.



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**AND WHEREAS** Protiva Bose also gifted her portion of the property (272 sq. ft. approx.) to her son Sukalyan Bose by virtue of a registered gift deed 160304363 in the year 2023. Thus Sukalyan Bose and Sharmistha Bose had become the present owners of Sarit Kumar Bose's share of the property.

**AND WHEREAS** Satyajit Bose became the absolute owner of 2/3<sup>rd</sup> portion and Sukalyan Bose and Sharmistha Bose became the absolute owners of the balance 1/3<sup>rd</sup> portion of the property measuring 2 cottahs 13 sq.ft. approx including a passage, measuring 46 feet 1 inch long and 8 feet wide, making up a total area of 368 sq. ft., right on the southern side, be the same a little more or less together with a structure standing thereon at the previous premises no. 45A, Kankulia Road, coming under Gariahat Police station and within the ambit of Kolkata Municipal Corporation, Ward No. 90, being Premises No. 45A, Kankulia Road, P.O- Ballygunge, Kolkata-700029. They had applied to the assessment dept. K.M.C for mutation of their names in respect of the aforementioned property and got their property in their names.

**AND WHEREAS** both Owners of the First part and Owners of the Second part jointly decided to amalgamate their properties into one single premises and get the same developed into a multistoried building( G+4 ) . Accordingly, both Owners of the First part (Premises 45A, Kankulia Road) amalgamated with the Owners of the Second part (Premises 45B, Kankulia Road) by virtue of a registered deed executed on 03.02.2023 in the office of ADSR Alipore vide being no 160500141 for the year 2023. Thus the owners of



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*the first part and second part became the joint owners of the premises no.45 A & 45 B Kankulia Road , Kolkata -700029 and the amalgamated property got a new premises no. i.e. 45A, Kankulia Road, Kolkata - 700029. Since the OWNERS / PARTY OF THE FIRST PART are themselves developer and the OWNERS / PARTY OF THE SECOND PART have full faith and trust on the owners of the first part as developer, it has been decided by the parties that P.S. REALTORS/DEVELOPER / PARTY OF THE THIRD PART mentioned herein above will act as developer to construct a multistoried building ( G+4 ) in premises no. 45A Kankulia Road (new premises no. after amalgamation) and the owners of the second part will have no objection to the same. .*

*The premises at 45A, Kankulia Road, more fully described in schedule "A" provide herein after, shall be developed into a G+4 storied building in accordance with the sanctioned plan from the K.M.C.*

**AND WHEREAS** *it has been decided between the parties that OWNERS / PARTY OF THE FIRST PART shall not claim any allocation as owners since they have been entrusted with the development of the said premises. They shall only claim the Developers' allocation. The OWNERS / PARTY OF THE SECOND PART and The DEVELOPER / PARTY OF THE THIRD PART shall have their allocation of property in the (60:40 ratio of the previous 45A, Kankulia Road before amalgamation) said premises by virtue of this joint venture development agreement in the following manner:*



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***NOW THIS AGREEMENT WITNESSETH***

***ARTICLE I***

***ALLOCATION OF AREA BETWEEN DEVELOPER AND OWNERS***

***OWNERS/PARTY OF THE SECOND PART'S ALLOCATION***

*Total allotment is 2790 sq.ft. (approx.) S.B.A which would be distributed in the following manner :*

*4<sup>th</sup> floor – one flat measuring about 601 sq. ft. S.B.A*

*3<sup>rd</sup> floor – Where entitlement is 1860 sq.ft S.B.A but allotment of one flat measuring 1780 sq. ft. S.B.A, would be given and 2<sup>nd</sup> flat measuring 329 sq. ft. S.B.A. The payment of balance area of 80 sq. ft. approx. shall be paid by the DEVELOPER/PARTY OF THE THIRD PART to the OWNER / PARTY OF THE SECOND PART i.e. Satyajit Bose.*

*Ground floor – 3 nos. of covered Car parking spaces.*

***ARTICLE II***

***DEVELOPER' ALLOCATION***

*1<sup>st</sup> floor – entire 1<sup>st</sup> floor measuring 2109 sq. ft. S.B.A*

*2<sup>nd</sup> floor – entire 2<sup>nd</sup> floor measuring 2109 sq. ft. S.B.A*

*4<sup>th</sup> floor – one flat measuring 1508 sq. ft. S.B.A*

*ground floor – 5 nos. of covered Car parking spaces.*



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**ARTICLE III**

*Be it mentioned here that, in as much as, this instant development agreement is executed and registered before the sanctioning of the building plan, the parties to this agreement shall be entitled to pro rata increase in area pertaining to their respective flats if the Kolkata Municipal Corporation allows a fifth floor to be constructed. Be it further mentioned that if the Kolkata Municipal Corporation grants permission for construction of an additional floor, i.e., 5<sup>th</sup> floor or a part thereof in the new building, in such case the Owners of the Second Part shall be given proportionate shares on that as per their entitlement of their ownership in the previous premises no. 45A, Kankulia Road. However, before commencement of construction work for the 5<sup>th</sup> floor, the developers shall obtain written permission (within 15 days) from the owners / party of the second part, failing which the Developers/PARTY OF THE THIRD PART shall act in accordance with the power conferred on them by the OWNERS/PARTY OF THE SECOND PART through this joint venture development agreement and registered power of attorney.*



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**ARTICLE - IV**

**DEFINITIONS**

1. *PROPERTY shall mean ALL THAT piece and parcel of land measuring an area of 4 cottahs, 8 chittacks 28 sq.ft. be the same a little more or less, being Premises No. 45A, Kankulia Road, P.S- Rabindra Sarovar, P.O- Sarat Bose Road, Kolkata-700029.*
2. *OWNER/LANDLORD shall mean Satyajit Bose, Sukalyan Bose and Sharmistha Bose and P.S.Realtors, represented by partners Sandip Sinha and Partha Ghosh*
3. *DEVELOPER shall mean **P.S. REALTORS, (PAN AANFP0793Q)**, a registered partnership firm having its office at 16/2/S, Ballygunge Station Road, Ground floor (portion-A), Kolkata -700019, Police Station - Gariahat, represented by its partners **SRI SANDIP SINHA and SRI PARTHA GHOSH,***
4. *EXTENT OF CONSTRUCTION OF THE NEW BUILDING shall mean that the Developer shall construct the proposed new building only in accordance with the sanctioned building plan of the Kolkata Municipal Corporation, without any deviation and variation with full responsibility, liability at the cost of the Developer, in any manner whatsoever.*
5. *SANCTIONED PLAN shall mean only sanctioned plan issued by the Kolkata Municipal Corporation and other sanctioning Authorities for the new building and subsequent revision or regularization of the plan from the K.M.C of the new building .*



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6. *ROOF shall be common to all the owners of the residential building i.e. the top of the fourth floor or fifth floor (if sanctioned by Building Dept. K.M.C). Roof top shall be covered with Tata corrugated sheets based on the consent of all the occupiers and expenses of which shall be borne proportionately by all the occupiers of the newly proposed building .*

**ARTICLE-V**

**COMMENCEMENT OF NEW BUILDING**

1. *The Developer shall start and/or commence the work of construction of the building within fifteen working days from the date of obtaining sanctioned plan duly approved by K.M.C and obtaining peaceful vacant possession of the premises from the Owners whichever is later. The developer shall comply with all statutory provision in relation to such development and construction and for this purpose, expenses that might be incurred would be solely borne by the developer during the phase of construction.*
2. *The developer hereby agrees and undertakes to obtain necessary sanction and permissions for constructing multistoried building – G+4 on the “said premises” after demolishing the existing building.*



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**ARTICLE-VI**

**OWNER'S OBLIGATION AND REPRESENTATIONS**

1. That the OWNERS / THE PARTY OF THE SECOND PART shall co-operate with the DEVELOPER / PARTY OF THE THIRD PART in respect of any signature necessary for all official procedures, needed to be executed by the DEVELOPER / PARTY OF THE THIRD PART,
2. That for the purpose of any inspection needed to be done regarding the original title deeds, tax receipts or any other relevant papers or to produce the same for verification by any bank or financial institution the OWNERS / THE PARTY OF THE SECOND PART shall keep all the original documents with the Developer till the phase of construction if need be and also render utmost co-operation during the phase of construction.
3. That the Owners/ Party of the Second Part shall have the right to inspect the construction of the new building any time to check out the progress of the constructional work. The Owners/ Party of the Second Part shall not be responsible or liable in any manner whatsoever with regard to the loss of lives of any worker of the Developer and/or any kind of constructional damage during the phase of the construction work of the new building.
4. The Owners/ Party of the Second Part shall take possession of their allotted area within 15 days notice from the Developer, in writing for taking possession of the owners' allocation. If however they fail to take their



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*allocation within the stipulated time mentioned herein above, the Developer shall handover possession to the intending purchasers from the Developers' allocated area.*

5. *The Owners / PARTY OF THE SECOND PART will pay the GST and any other Govt. duties if applicable at the time of taking possession of their respective flats and car parking spaces.*
6. *That after the handover of possession of the OWNERS' ALLOCATION in favour of the OWNERS / PARTY OF THE SECOND PART, they will have to procure their individual electric meters and get their names mutated with the K.M.C. Assessment Dept., only after the execution of the partition deed amongst themselves. The DEVELOPER / THE PARTY OF THE THIRD PART shall have no responsibility in such affairs. THE OWNER / THE PARTY OF THE SECOND PART will also have to bear proportionate expenses of the common electric meter installed in the premises along with the other co-owners of the said building.*
7. *That by virtue of this development agreement with power of attorney, the Owners/ Party of the Second Part namely Satyajit Bose, Sukalyan Bose and Sharmistha Bose shall be executing a registered Power of Attorney in favour of the Developer / PARTY OF THE THIRD PART for construction & for selling Developer's allotted portion clearly mentioned in this agreement.*



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8. *The Owners/ Party of the Second Part or their constituted attorneys i.e. partners of M/S P.S.Realtors namely Sri Sandip Sinha and Sri Partha Ghosh shall execute the sale deed (deed of conveyance) of the flats and car parking space (ground floor) coming under the "Developer's Allocation" along with the proportionate share of land pertaining to the said flats and car parking space, morefully described in Schedule 'C' provided herein after, in favour of the intending purchasers to whom the Developer intends to sell their allocated areas and also to sign the Agreement for Sale of the same.*

#### **ARTICLE-VII**

##### **DEVELOPER'S OBLIGATION AND REPRESENTATIONS**

1. *That the Developer / PARTY OF THE THIRD PART do hereby agree to develop the schedule "A" property provided herein after, into a multistoried building i.e. G+4 storied in accordance with the sanction plan of the K.M.C. at their cost. They shall not violate and contravene any of the provisions of the Kolkata Municipal Corporation Building Rules, applicable for the construction of the building.*
2. *That the Developer / PARTY OF THE THIRD PART do hereby undertake to complete the project and/or construction of the new building, maintaining strictly all the specifications as per schedule hereunder written. It shall also be the responsibility of the Developer/PARTY OF THE THIRD PART to bear the registration fees and other incidental expenses required for the registration of this Agreement.*



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3. *That the Developer / PARTY OF THE THIRD PART shall demolish the existing structure standing on the premises, more fully described in Schedule "A" provided herein after, after obtaining sanctioned plan from the Building Dept of the KMC.*
4. *That the Developer/ PARTY OF THE THIRD PART shall at their cost provide alternative accommodation of two 3 BHK flats, one to Satyajit Bose and the other to SUKALYAN BOSE and SHARMISTHA BOSE in a nearby location and the rent for the same shall be provided to them till the handover of possession of their allotted flats in the new building, to their satisfaction in accordance with the specifications provided to them in this joint venture development agreement.*
5. *That the Developer / PARTY OF THE THIRD PART shall deliver possession of the Owners' allocation in favour of the Owners / THE PARTY OF THE SECOND PART within 24 months from the date of obtaining the sanction plan from KMC and vacant possession of the property from the Owners. A further grace period of 6 months for any other unforeseen circumstances is to be allowed to the DEVELOPER / PARTY OF THE THIRD PART for the completion of the project.*
6. *That the Developer/PARTY OF THE THIRD PART shall deliver possession of the Owners' allocated area first after obtaining completion certificate and house drainage observation from the K.M.C. A notice shall be served upon the Owners/PARTY OF THE SECOND PART to take possession of their allocated area. Such possession of ownership should be taken within 15 days from the date of*



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*receipt of such notice failing which the Developers shall handover possession to intending purchasers from the Developers' allocated area.*

- 7. That the Developer / PARTY OF THE THIRD PART shall be always faithful and honest in their work of the Project/New Building.*
- 8. That the Developer / PARTY OF THE THIRD PART shall not be allowed to cause any unauthorized and illegal construction in the Schedule 'A' property.*
- 9. That the Developer / PARTY OF THE THIRD PART shall be allowed and entitled to execute Agreement for Sale with the intending purchasers only, in respect of the Developer's Allocation and to execute the deed of conveyance to respective buyers strictly pertaining to developer's allotted area. The developer shall receive the consideration money for the same to which the owners shall have no claim whatsoever.*
- 10. In case the Owners /Party of the Second Part decide to sell their portion of the flat in the new building during the phase of construction, the developer will be present in the registration office personally and sign in the deed of conveyance as confirming party, if needed and requested by the OWNERS/PARTY OF THE SECOND PART .*
- 11. The DEVELOPER/PARTY OF THE THIRD PART shall be responsible for any loss or damage sustained to any person, material or property during the construction of the said building and the OWNERS/PARTY OF THE SECOND PART not be in any way responsible for the same .*



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12. *The DEVELOPER/PARTY OF THE THIRD PART shall be responsible to pay all municipal taxes inclusive of increase of tax that may be assessed after notifying the new construction to the Assessment department of Kolkata Municipal Corporation from the date of receipt of possession of the Schedule "A" property from the owners till delivery of possession of Owners' allocation to the OWNERS/PARTY OF THE SECOND PART.*
13. *The DEVELOPER/PARTY OF THE THIRD PART shall pay the cost of stamp, registration fees and other incidental expenses required to be made for the registration of this joint venture development agreement.*

#### **ARTICLE-VIII**

##### **INDEMNITY and CONSTRUCTION**

1. *The Developer / PARTY OF THE THIRD PART shall at their own cost raise, erect, build and construct the new building. They shall ensure and be responsible for the structural stability of the building. The OWNERS/PARTY OF THE SECOND PART shall in no way be responsible for the same.*
2. *Within 24 (Twenty Four) months from the date of obtaining the sanction plan, the developer shall erect and complete the building in all respect with all necessary electrical fittings in accordance with the direction of the Architect/LBS so appointed for the new construction of the building so as to be fit for occupation, subject however to force majeure, meaning "Unavoidable Accidents" for which further grace period of 6 months may be considered.*



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3. *The Developer / PARTY OF THE THIRD PART shall comply with all requirements from K.M.C. and other local authorities relating to the construction of the said building on the said property and shall obtain all necessary approval/s from the planning authorities as and when required at their own cost, in the name and on behalf of the Owners/PARTY OF THE SECOND PART. The DEVELOPER/PARTY OF THE THIRD PART, by virtue of the registered power of attorney conferred on them by the OWNERS/PARTY OF THE SECOND PART shall represent the OWNERS / PARTY OF THE SECOND PART before all statutory authorities including the Registrars and Sub-Registrars having jurisdiction over the said premises.*
4. *All costs, charges and expenses from the date of execution of this joint venture agreement namely architect fees (appointed by the Developer), other charges and expenses which may have to be paid, shall be paid, met and discharged by the Developer and the Developer, hereby agrees to keep the Owner / PARTY OF THE SECOND PART free from all actions, suits, proceedings costs, charges and demands and claims in respect of the construction work.*
5. *The Developer / PARTY OF THE THIRD PART shall be authorized by the Owner / PARTY OF THE SECOND PART to apply for and obtain temporary and/or permanent connection of water, electricity, lift and/or inputs and facilities required for the new building.*
6. *The OWNER / PARTY OF THE SECOND PART shall be indemnified by the developer from any harmful action, penalties, losses, damages, claims, charges*



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*and consequences direct or indirect in respect of this agreement or circumstances arising out of this agreement.*

7. *The OWNERS/PARTY OF THE SECOND PART hereby agree and covenant with the DEVELOPER/PARTY OF THE THIRD PART not to let out, grant, lease and mortgage and /or charged the said premises or any portion thereof without the consent of the Developer in writing during the period of construction.*
8. *That each of the clauses of this agreement is the consideration for the other and the parties hereto along with their respective legal heirs shall remain bound by the terms of this agreement.*

#### **ARTICLE-IX**

##### **SERVICE CHARGES OF THE OCCUPIERS IN THE NEW BUILDING**

1. *On completion of the new building, the parties shall be invited to take possession of their respective allocated areas as provided herein in the new building and parties shall be responsible to pay and bear the service charges according to the ratio of allocated areas (flats) for the common facilities of the new building (till date).*
2. *That service charges shall include utility charges, maintenance of mechanical, electrical, sanitary, lift and other equipment, maintenance and general management of the building as per bills raised by the C.E.S.C. and other recognized authorities.*
3. *The Developer, in consultation with all the Occupiers of the proposed new building, shall frame the scheme for the management, maintenance and*



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*administration of the building and all the parties shall abide by the rules and regulations of such management/administration for maintenance of the new building.*

4. *That on completion of the construction, the developer shall compulsorily obtain completion certificate from the K.M.C as required under section 403 of the K.M.C act 1982 before handing over possession to all the owners of the newly proposed building.*
5. *The Owners / occupiers of the proposed new building shall start bearing and paying their proportionate maintenance charges regularly from the date of handing over of the possession to them by the Developer/ PARTY OF THE THIRD PART. If the Developer fails to sell any flat from his allocation, he shall pay proportionate maintenance charges of the unsold flat from his allocation till he is able to sell off the same.*

#### **OWNERS' & DEVELOPERS' RESTRCITIONS**

1. *The developers shall not do any alteration and modification in the unit allocated to the owners without any consent of the owners. The cost of any internal change proposed to be done by the OWNERS/PARTY OF THE SECOND PART inside their allocated area shall be borne by them and they shall be required to pay necessary K.M.C fees for such alteration under Rule 25 of the K.M.C Building Rules.*
2. *The OWNERS/PARTY OF THE SECOND PART / DEVELOPER /PARTY OF THE THIRD PART shall not do any act deed or thing whereby either of the parties shall be prevented from enjoying, selling, transferring and/or disposing of their respective*



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*portion from their allocation in the proposed new building. Both the Developer/PARTY OF THE THIRD PART and the OWNERS/PARTY OF THE SECOND PART shall enjoy their respective allocation in the proposed new building with absolute right of alienation, transfer, gift etc. and such rights of parties would in no way be curtailed taken away or infringed by any one of them, under any circumstances.*

- 3. The DEVELOPER/PARTY OF THE THIRD PART shall not violate or contravene any of the provisions contained in this agreement nor should the OWNERS/PARTY OF THE SECOND PART request the DEVELOPER/PARTY OF THE THIRD PART for indulgence of even meagre violation of any provisions of this agreement.*
- 4. Both, the DEVELOPER/PARTY OF THE THIRD PART as well as the OWNERS/PARTY OF THE SECOND PART shall have full liberty to either retain or sell their allocated area to any person or persons according to their choice only. Neither of the parties should cause interference in this matter, unnecessarily.*
- 5. The OWNERS/PARTY OF THE SECOND PART for any income tax, wealth tax or any other taxes of Developers' allocation, and neither shall the Developer be held liable for the same in respect of the Owners' allocation.*
- 6. Both, The parties agree that before submitting the building plan to the Kolkata Municipal Corporation, the Developer shall seek consent for the same from the OWNERS/PARTY OF THE SECOND PART.*



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**ARTICLE-X**

**MISCELLANEOUS**

1. *The Owners / PARTY OF THE SECOND PART and the Developer / PARTY OF THE THIRD PART have entered into this agreement, purely as a contract and nothing contained herein shall be deemed or construed as a Partnership between the parties hereto in any manner nor shall the parties hereto constitute an Association of persons, nor shall this Agreement be construed to have affected any transfer of the said property from the Owners to the Developer.*
  
2. *It is understood that from time to time, to facilitate the construction of the building by the developer, various acts, deeds, matters and things not specified herein may be required to be done by the Developer for which the Developer may need the authority of the representatives of the Owners / PARTY OF THE SECOND PART and various applications and other documents, may be required to be signed by the Owners for the purpose of development of the new building. The Owners / PARTY OF THE SECOND PART hereby authorize the developer to do all such acts, deeds, materials and things that may be required to be done by the Developer and the Owners / PARTY OF THE SECOND PART undertake to execute a Power of Attorney as may be required by the Developer for the purposes mentioned hereinabove. The Owners / PARTY OF THE SECOND PART or their constituted attorney also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and*





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*things shall not in any way, infringe the right of the Owners and/or go against the spirit of this agreement.*

3. *The OWNERS/PARTY OF THE SECOND PART will pay municipal taxes and last electricity bill prior to vacant possession of the building (property to be developed) being handed over to the Developer/PARTY OF THE THIRD PART who shall be liable to pay all municipal taxes and other bills in respect thereof immediately from the time of handing over vacant possession of the property by the OWNERS/PARTY OF THE SECOND PART to the Developer/PARTY OF THE THIRD PART till the completion of project and handing over of the Owners' allocation to the PARTY OF THE SECOND PART. After handing over the Owners' allocation they shall be liable pay the same in respect of their allocations in terms of this agreement.*
4. *Neither party shall use or permit to use their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activities nor use the said allocation for any purposes which may cause any nuisance or hazards to the other occupiers of the building. The building will be used for residential purpose only.*



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***POSSESSION and PENALTY:***

*The developer undertakes and assures to complete the new proposed building within 24 months from the date of obtaining sanctioned plan from the K.M.C. A further grace period of 6 months for any other unforeseen circumstances is to be allowed to the DEVELOPER/ PARTY OF THE THIRD PART for the completion of the project and handing over the completion certificate of the K.M.C to the Owners. After completion of building in all respect the developer shall handover possession of the owners' allocation to the OWNERS / PARTY OF THE SECOND PART, on service of prior notice to them. In case the developer fails to handover possession to the owners of their allocated portion after the expiry of 42 months the developer shall pay Rs. 15,000/- (Rupees Fifteen Thousand only) per month as penalty to the OWNERS / PARTY OF THE SECOND PART till the completion of the building and handing over possession to them.*

**ARTICLE - XI**

**FORCE MAJEURE**

- 1. That parties hereto shall not be considered to be liable for any obligation hereunder to the extent the performance of the relative obligations is prevented by the existence of force majeure and shall be suspended from the obligation during the duration of the force majeure.*
- 2. Force majeure shall mean flood, earthquake, war, storm, tempest civil commotion, strike, lock-out and/or any other act or commission beyond the control of the parties.*



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**ARTICLE - XII**

**ARBITRATION**

*Disputes relating to this Agreement or its interpretation shall be solved under the provisions of the Arbitration and Conciliation Act 1996. Each Party shall be at liberty to appoint his /her Arbitrator. The Award of the Arbitrator shall be final and binding on the parties. The Arbitration proceedings shall held in Kolkata.*

**JURISDICTION**

*The Courts at District 24 Parganas (South), High Court, Calcutta alone shall have the competent jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.*

*Be it noted that by this Development Agreement and the related Power of Attorney, the developer shall only be entitled to receive consideration money by executing agreement/ final document for transfer of property as per provisions laid down in the said documents, without getting any Ownership of any part of the property mentioned in Schedule "A". This Development Agreement and the related power shall not be treated as the Agreement/ final document for transfer of property between the Owners and the Developer, anyway. This clause shall have overriding effect over anything written in this document in contrary to this clause.*



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**THE SCHEDULE "A"**

**PROPERTY ABOVE REFERRED TO :**


*All that piece and parcel of land, measuring 4 cottahs 8 chittacks 28 sq.ft. approx including 46 feet 1 inch x 8 feet passage right on the southern side of the said property i.e. 8 chittak 6 sq.ft. of land, right on the southern side be the same a little more or less together with a structure standing thereon, coming under Gariahat Police station and within the ambit of Kolkata Municipal Corporation, Ward No. 90, being Premises No. 45A, Kankulia Road, P.O- Ballygunge, Kolkata-700029.*

*North : 44, Kankulia Road  
East : 18/4G & 18/4F Kankulia Road  
South : 46 Kankulia Road  
West : 7687 mm wide Kankulia Road*


**SCHEDULE - 'B' OWNER'S ALLOCATIONS**

***It OWNERS/PARTY OF THE SECOND PART'S ALLOCATION***

*Total allotment is 2790 sq.ft. S.B.A which would be distributed in the following manner :*

*4<sup>th</sup> floor – one flat measuring about 601 sq. ft. S.B.A* 

*3<sup>rd</sup> floor – Where entitlement is 1860 sq.ft S.B.A but allotment of one flat measuring 1780 sq. ft. S.B.A, would be given and 2<sup>nd</sup> flat measuring 329 sq. ft. S.B.A. The payment of balance area of 80 sq. ft. approx. shall be paid by the DEVELOPER/PARTY OF THE THIRD PART to the OWNER / PARTY OF THE SECOND PART i.e. Satyajit Bose.*

*Ground floor – 3 nos. of covered Car parking spaces.* 



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**SCHEDULE - 'C'****DEVELOPER'S ALLOCATION****DEVELOPER' ALLOCATION**

*1<sup>st</sup> floor – entire 1<sup>st</sup> floor measuring 2109 sq. ft. S.B.A*

*2<sup>nd</sup> floor – entire 2<sup>nd</sup> floor measuring 2109 sq. ft. S.B.A*

*4<sup>th</sup> floor – one flat measuring 1508 sq. ft. S.B.A*

*ground floor – 5 nos. covered car parking spaces*

*If there is any permission given for a flat on the fifth floor by K.M.C then it will belong to the DEVELOPER / PARTY OF THE THIRD PART as they shall be bearing all the expenses for the sanction & construction of the newly proposed building.*

**SCHEDULE 'D'****COMMON AREAS**

- 1. Room at the roof top, staircase on all floors, staircase landing on all floors.*
- 2. Common passage for the main entrance to the ground floor staircase landing.*
- 3. Water pump, water tank underground and overhead and other plumbing installations and pump room.*
- 4. Electrical wiring, motors, electrical fittings (except those which are installed for any particular unit) electrical sub-station etc.*
- 5. Telephone point and box at the ground floor and other common areas.*
- 6. Drainage and sewers.*



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7. *Boundary wall and main gate.*
8. *Such other fittings, equipment and fixtures which are being used commonly either for the common purpose or needs for using the individual facilities / amenities.*
9. *Service areas i.e. toilet, pump room, electric meter room, lift room. Etc.*
10. *Caretaker's room.*

### **SCHEDULE - 'E'**

#### **COMMON EXPENSES**

##### **MAINTENANCE CHARGES**

1. *The expenses of maintaining, repairing, redecorating, renewing the main structure and in particular the drainage system, rain water discharge arrangements, lift, water, electricity supply system to all areas, mentioned in the Schedules hereinbefore.*
2. *The expenses of repairing, maintaining, white washing and colour washing the main structure, other walls and common areas of the building and pump.*
3. *The costs cleaning the entrance of the building, the passage and spaces around the building lobby, staircase and other common areas.*
4. *Salaries of all persons and other expenses for maintaining the said building i.e. caretaker, sweeper for cleaning common areas etc.*
5. *Corporation taxes, water taxes, insurance premium and other taxes and outgoing whatsoever as may be applicable and/or payable on account of the said premises.*



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6. *Such other expenses as may be necessary for or incidental to the maintenance and up keeping of the premises and the common areas and amenities.*

**SCHEDULE – "F"**

**BUILDING**

1. *The Building is R.C.C. frame (M-20 Grade) five storied building.*
2. *The foundation of the building in R.C.C. isolated footing/strip foundation as per report of soil investigation.*
3. *Roof Slab thickness is 110mm or more or as per structural design.*
4. *10" thick 5" thick and 3" thick brick work in walls using first class bricks with (1:6, 1:4 & 1:3) sand-cement mortar respectively.*
5. *temp core processed mild steel, impervious layer should be provided in deep pits to stop leakage from underground.*
6. **PLASTERING :**
  - a) *Outside ¾ " thick (1:5) sand, cement, mortar*
  - b) *Inside ½ " thick (1:5 sand, cement, mortar)*
  - c) *Ceiling and concrete surface ¼ " thick (1:4 sand, cement mortar)*
  - d) *Loft (R.C.C. slab) in bath room (maxm. 25% of floor area of bathroom) and corridor (full).*
7. **ROOF TREATMENT :** *R.C.C. with water proofing compound with extra casting on roof top with earthen tea small cup, citu mosaic to be laid to prevent seepage to leakage.*



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7. a) **FLOORING :**
- i) *All rooms, living, dining and verandah shall be finished with white vitrified tiles 2'x2' along with 4" high skirting (SOMANI or equivalent type).*
  - ii) *Cooking platform will be Granite finished.*
  - iii) *Bathroom and kitchen floor shall be of antiskid/vitrified tiles size of 1.5'x1.5'(SOMANI or equivalent type).*
  - iv) *In bathrooms glazed tiles of light colours shall be fixed upto door height (SOMANI or equivalent type).*
  - v) *In all common space such as stair-landing and entrance lobby shall be finished with white marble.*
  - vi) *Service areas such as pump room, garage space and other mandatory open space shall be of neat cement finish/mosaic.*
  - vii) *Balcony Steel Grill upto 3' height from floor level will be provided (10mm square bar).*
- b) **DOOR & WINDOWS :**
- i) *All doors will have sal wood frame (4"x2 1/2") with shutter of door panels should be single panel phenol bonded exterior grade factory made commercial flush door, 32 mm thick with followings.*
  - ii) *The main entrance solid Gamma door and finished with lacquer polish on both sides.*



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- iii) *All windows will be of standard quality sliding anodized Aluminum windows/open aluminum window will be provided with Grill of 18/5 Patti or square bar 10 mm (LYKO/ALOM or equivalent for Aluminum).*
- iv) *Main door shall be fitted with 'Night Latch' or with mortice lock (Godrej) or with mortise lock (Godrej).*
- v) *All other doors shall be fitted with modern heavy stainless Tower, bolt, mortice handle from outside and stopper & buffer (I.S.I make).*

**SANITARY AND PLUMBING (INTERNAL) :**

**BATH ROOMS :**

1. *White porcelain basin, 18" cera/parry/any standard brand.*
2. *One commode (cere/perry) or one Pan (cera/parry) white colour.*
3. *White colour low-down cistern P.V.C. for commode and Pan (Reliance/ Parry Wear) white colour.*
4. *One shower and one tap (Essco/Jaquar Brand).*
5. *All bib-cocks and taps will be of ISI Marks (Essco/Jaquar Brand).*
6. *Hot and cold concealed I.S.I, lines at one toilet of each flat.*
7. *One bib-cock near commode/Indian Pan.*
8. *Bathroom flooring and skirting will be of antiskid tiles of 1.5' x 1.5'.*
9. *all walls will be provided with glazed tiles up to door height (Arrow or similar make).*



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**KITCHEN :**

- a) *Kitchen sink of stainless steel (37" x 16" size) with or without drain board fitted with Bib- cock & one bib cock below the sink (Essco/Jaquar or similar make)*
- b) *Concealed pipe lines for only cold water will be provided.*
- d) *Provision for exhaust fan connection.*
- e) *Kitchen flooring and skirting will be of vitrified tiles.*
- f) *2-6" Glazed Tiles above kitchen table top (Light colour).*
- g) *Kitchen table will be of Granite.*

**SANITARY AND PLUMBING (OUTER) :**

- i) *All rainwater pipes, soil and waste water pipes shall be of high density P.V.C. pipe.*
- ii) *All underground sewer line, quality-pit etc. shall be of earthen-ware.*
- iii) *Distribution of water line from overhead reservoir shall be of G.I. Pipe (I.S.O. Brand).*
- iv) *Water tapping point for caretaker : water tapping point with some recessed area for washing utensils should be provided at a convenient location near the caretaker's room/ground floor toilet.*

**ELECTRICAL :**

*Concealed type point wiring with copper cable will be provided for entire flat with finolex or Havel make cable, electrical materials are of (ISI approved).*



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**BED ROOM :**

- i) Two three pin plug point (5 Amp.)
- ii) Two light points.
- iii) One/two fan point.
- iv) T.V. and A.C. Point in any 2 bedrooms for 3 bhk flat & one A.C Point at one bedroom for 2 bhk flats.

**LOFT :**

- i) One light point in each loft.

**KITCHEN :**

- i) One light point
- ii) One exhaust fan point
- iii) Two Power Point (15 Amp).
- iv) One three pin plug point (5 Amps.)
- v) One three pin plug point (5 Amps) water filter.

**TOILET :**

- i) One light point
- ii) One Power point for Geyser in each toilet.
- iii) One exhaust Fan point
- iv) One 5 Amp. Point near basin side.

**LIVING DINING :**

- i) Three light point
- ii) Two fan point



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- iii) *One power point (15 Amp) for Fridge.*
- iv) *Two pin plug point for T.V. and others.*
- v) *One washing machine point with water inlet and outlet facilities.*
- vi) *One A.C. Point*
- viii) *Two (5 amp) Power point.*

**VERANDAH :**

- i) *One light and one fan point*
- ii) *Call bell push at main door*

**COMMON SPACE :**

- i) *Light point on entrance lobby, landing and roof.*

**SWITCHES :**

*Modular type switches of Havel's, Roma or equivalent.*

**LIFT :**

- i) *A four passenger lift and standard make will be provided (Laser/Power Cab etc.)*

**WATER :**

- D) *K.M.C. Water will be provided and water pump of 2 H.P (Crompton Greaves etc. will be provided).*

**FINISHING :**

- a) *All outside surface of steel windows shall be painted according to elevation and choice of Architect (Berger, Asian etc).*
- b) *All interior surface shall have putty finish only.*



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- c) *All exterior surface walls shall be painted with snowcem primer of coatings to be followed by acrylic paint coatings ( weather coat ) of approval shade.*
- d) *Overhead Tank on roof as per sanctioned plan.*
- e) *Underground tank as per sanction plan.*
- f) *Compound walls and site Development as required.*

**NOTE :**

*Extra cost shall have to be paid against extra work..*



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**IN WITNESS WHEREOF** the parties hereto have herein to subscribed their hands and seals to these presents the day, month and year above written.

**SIGNED & DELIVERED**

**AT KOLKATA** in the presence

of :

P.S. REALTORS

*P. G. h*  
Partner

P.S. REALTORS

*Chanda*  
Partner

1. Satyrajit Bose
2. Sukalyan Bose
3. Sharmistha Bose

**SIGNATURE OF THE OWNERS**

P.S. REALTORS

*P. G. h*  
Partner

P.S. REALTORS

*Chanda*  
Partner

**SIGNATURE OF THE DEVELOPERS**

**WITNESS :**

1. Anup Paul  
151/21, Bosepukur Road  
Kolkata - 700039
2. Chandrasekar Samal  
8/77, Vidyasagar Colony  
Kolkata - 700047

Drafted and prepared  
in my office  
by  
Rita Sinha  
Advocate  
High Court, Calcutta  
Enroll No - F927 of 97



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**TO COMPLY ALL THE ABOVE MENTIONED TERMS AND CONDITIONS OF THIS AGREEMENT** in respect of the said property mentioned in the Schedule hereunder written the present Owners herein intend to nominate, appoint and constitute **SRI SANDIP SINHA** (PAN ALPPS8206G, AADHAR 5159 2934 5559), son of Late Dr. S.S.Sinha, by faith – Hindu, by profession- business, by nationality – Indian, residing at 16/2/S, Ballygunge station Road, Kolkata – 700019, P.S- Gariahat and **SRI PARTHA GHOSH** (PAN – ABFPG2589J, AADHAR 3483 6209 7248) son of Late T.D. Ghosh, by faith – Hindu, by profession- business, by nationality – Indian, residing at 19 Dover Place, Kolkata – 700019, P.S- Gariahat both being partners of **P.S.REALTORS** (PAN AANFP0793Q) a registered partnership firm having its office at 16/2/S, Ballygunge station Road, Ground floor (portion A), Kolkata – 700019, P.S- Gariahat as their true and lawful Constituted Attorneys to do any act solely on their behalf such acts, deeds, matters and things and for the purpose as hereinafter expressed.

**NOW KNOW YE BY THESE PRESENTS THAT WE, MR. SATYAJIT BOSE** (PAN-ADCPB8562H AADHAAR 7164 6099 5393), son of Late Sangit Kumar Bose, a Hindu adult, a citizen of India, by profession retired person, permanently residing at 12, Dover Lane, 1<sup>st</sup> Floor, Sarat Bose Road, P.S. Gariahat P.O.-Sarat Bose Road, Kolkata-700029 and  
**2) MR. SUKALYAN BOSE**, (PAN AFJPB7955D, AADHAAR 5170 5249 4490), son of Late Sarit Kumar Bose, a Hindu Adult, a citizen of India, by profession service, permanently residing at 45A, Kankulia Road, Kolkata – 700029, P.S- Gariahat, P.O- Ballygunge. **3) MS SARMISHTHA BOSE** (PAN AHUPB4568K AADHAAR 3106 6694 7127) daughter of Late Sarit Kumar Bose, a Hindu adult, a citizen of India, by profession self employed,



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permanently residing at 45A, Kankulia Road, Kolkata – 700029, P.S- Gariahat, P.O- Ballygunge, do hereby and hereunder nominate Constitute, authorize, empower and appoint **SRI SANDIP SINHA, (PAN ALPPS8206G, AADHAR 5159 2934 5559)**, Son of Late Dr. S.S Sinha, by faith Hindu, by profession business, by nationality Indian residing at 16/2/S Ballygunge Station Road, Kolkata-700019, P.S- Gariahat, **SRI PARTHA GHOSH, (PAN ABFPG2589J, AADHAR 3483 6209 7248)**, Son of Late T.D. Ghosh, by faith Hindu, by profession business by nationality Indian, residing at 19, Dover Place, Kolkata-700019, P.S.-Gariahat, both partners of **P.S. REALTORS, (PAN AANFP0793Q)**, a partnership firm having its office at 16/2/S, Ballygunge Station Road, Ground floor (portion-A), Kolkata - 700019, Police Station - Gariahat, to execute all or any of the following acts, deeds, things, and matter **JOINTLY OR SEVERALLY OR ANY OF THE PARTNER INDIVIDUALLY IN RESPECT OF OUR SAID PROPERTY, MOREFULLY MENTIONED IN THE Schedule** hereunder written that is to say.

- 1) To appoint engage on our behalf Advocate, Solicitors, whenever our said attorneys shall think fit and proper to do so for the purpose of management of the said property and to discharge and/or terminate his/their appointment.
- 2) To sign, execute, register, affirm and verify any petitions applications, affidavit, to K.M.C., Declarations to K.M.C. etc. and to sign on building Plan or Plans and other necessary documents of the K.M.C. and to obtain sanction building plan, regularize, revised sanction building plan, Completion Certificate of building and water, drainage, sanctions and bonds, indemnities etc. and such other papers and documents as may be necessary or required in respect of the said premises as our Attorney shall think fit and proper.
- 3) To settle, adjust, compound, compromise or submit to all complaint, actions, suits, accounts, complains and disputes between us and other person or persons to



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*compound or compromise the same, if any arising out of the said property or any agreement or deed relating to the same.*

- 4) *To appear for and represent us before all statutory bodies in the office of the C.E.S.C. Ltd./K.M.C. Government authorities for permission to transfer and all other purposes relating to the said premises and before any Magistrate and in all other Department or offices in connection with the said land/premises.*
- 5) *To apply for and obtain telephone, electricity, water sewerage, drainage Sanctioned Plan, completion Certificate of this property, gas and other public utility services in the said premises and for the said purpose to sign execute and submit all necessary applications, papers and documents and to do all acts, deeds, matters and thing as they shall think proper.*
- 6) *to appoint architect and sign plans and enter into any negotiations, contracts and/or agreement for sale etc.*
- 7) *to give valid and effective receipts and discharges for all payments as may be received and/or realized by the said Attorneys from any person and persons.*
- 8) *To sign on application to the Kolkata Municipal Corporation for mutation, affidavit etc. and to assets tax etc. on our behalf.*
- 9) *to sign, execute and enter into negotiations, contracts and/or Agreement for Sale, transfer, developer's portion or portions of the said building to any person or persons.*
- 10) *To develop the said premises by constructing multi storied building consisting of several independent flats and car parking spaces and others.*
- 11) *To obtain loan from the bank or any financial institution by creating mortgage in respect of Developer's Allocation only.*
- 12) *To enter into agreement for sale for Developer's allocation and to receive from the intending purchaser or purchasers any earnest money and the balance of the consideration money for completion of such sale or sales and to give good valid*



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS ALIPORE

09 JUN 2023

receipts and discharges for the same which will protect the purchaser or purchasers and to sign, execute and register the deed of conveyance in favour of the purchaser or purchasers in respect of developer's allocation mentioned in the Joint venture Development Agreement and to appear before the Registering Authorities, A.D.S.R, D.S.R Alipore, South 24 Parganas and A.R.A Kolkata and to sign on the receipts issued by the Registering Authority. Owners liability regarding sale or transfer to intending purchaser of developers allotted area will be nil.

**AND GENERALLY** to do, execute and perform any other act or acts, deeds, matter or thing whatsoever which in the opinion of our said Attorney ought to be done executed and performed in relation to our said property as fully and effectually as we could do the same as if personally present And we hereby agree and undertake to ratify and confirm all and whatsoever our said attorney under this power on our behalf hereinbefore contained shall lawfully do, execute or perform in exercise of the power, authorities and hereby conferred them any by virtue of this deed.

**THE SCHEDULE ABOVE REFERRED TO :**

All that piece and parcel of land, measuring 4 cottahs 8 chittacks 28 sq.ft. approx including 46 feet 1 inch x 8 feet passage right on the southern side of the said property i.e. 8 chittak 6 sq.ft. of land, right on the southern side be the same a little more or less together with a structure standing thereon, coming under Gariahat Police station and within the ambit of Kolkata Municipal Corporation, Ward No. 90, being Premises No. 45A, Kankulia Road, P.O- Ballygunge, Kolkata-700029,

North : 44, Kankulia Road  
 East : 18/4G & 18/4F Kankulia Road  
 South : 46 Kankulia Road  
 West : 7687 mm wide Kankulia Road



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS, ALIPORE  
**09 JUN 2023**

**IN WITNESS WHEREOF** the parties hereto have herein to subscribed their hands and seals to these presents the day, month and year above written.

**SIGNED & DELIVERED**

**AT KOLKATA** in the presence

of :

1. Satyajit Bose
2. Gukulayan Ban
3. Sharmistha Bose

**SIGNATURE OF THE EXECUTANTS**

P.S. REALTORS

*P. G. B.*  
Partner

P.S. REALTORS

*[Signature]*  
Partner

**SIGNATURE OF THE ATTORNEYS**

**WITNESS :**

1. Anup Kumar  
151/21, Bose Pukhura Road  
Kolkata - 700 029

2. Chandrasekhar Somya  
3/77, Wajrasagar Colony  
Kolkata - 700 047

*[Handwritten mark]*

Drafted and prepared  
in my office  
*[Signature]*  
Rita Sinha  
Advocate  
High Court, Kolkata  
Enroll No: - F 927 of 97














DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS. ALIPORE  
09 JUN 2023

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name SADDIP SINGH

Signature 

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name PARTHA GHOSH

Signature 

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PARG. ALIPORE  
09 JUN 2023



		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....



		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Name .....

Signature .....



		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

*Sukalyan Bose*

Name SUKALYAN BOSE

Signature *Sukalyan Bose*



		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

*Sharmistha Bose*

Name SHARMISTHA BOSE

Signature *Sharmistha Bose*



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PARGANAS, ALIPORE

09 JUN 2023



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
ভারত সরকার  
Unique Identification Authority of India  
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1040/19652/02483

To  
রীতা সিংহা  
Rita Sinha  
16/2/ S BALLYGUNGE STATION ROAD  
Ballygunge S.O  
Ballygunge  
Kolkata  
West Bengal 700019

21497982

MN214979821FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**9003 5266 2915**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



রীতা সিংহা  
Rita Sinha  
পিতা : তরুন কান্তি রায়  
Father : TARUN KANTI ROY  
জন্ম বর্ষ / Year of Birth : 1968  
লিঙ্গ / Female



**9003 5266 2915**

আধার - সাধারণ মানুষের অধিকার

*Self attested  
Rita Sinha*



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS. ALIPORE  
09 JUN 2023

### Major Information of the Deed

Deed No :	I-1603-08124/2023	Date of Registration	09/06/2023
Query No / Year	1603-2001273904/2023	Office where deed is registered	
Query Date	18/05/2023 12:39:37 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	RITA SINHA 16/2/S, BALLYGUNGE STATION ROAD,, Thana : Gariahat, District : South 24-Parganas, WEST BENGAL, PIN - 700019, Mobile No. : 9830096694, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 2,00,83,502/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,120/- (Article:48(g))	Rs. 60/- (Article:E, 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:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kankulia Road, Road Zone : (Moni Mukherjee Road Crossing – Jyoti Housing (Premises no. 41-59, 96-149)) , , Premises No: 45A, , Ward No: 090 Pin Code : 700029

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	4 Katha 8 Chatak 28 Sq Ft	1/-	1,83,82,502/-	Width of Approach Road: 25 Ft.,
<b>Grand Total :</b>				<b>7.4892Dec</b>	<b>1 /-</b>	<b>183,82,502 /-</b>	






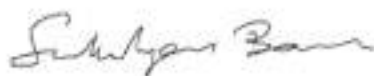


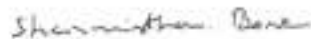
#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4200 Sq Ft.	1/-	17,01,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 2100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>4200 sq ft</b>	<b>1 /-</b>	<b>17,01,000 /-</b>	





**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>PS REALTORS</b> 16/2/S, BALLYGUNGE STATION ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx3Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			
2	<b>Name</b> <b>Mr SATYAJIT BOSE</b> Son of Late SANGIT KUMAR BOSE Executed by: Self, Date of Execution: 09/06/2023 , Admitted by: Self, Date of Admission: 09/06/2023 ,Place : Office	<b>Photo</b>  09/06/2023	<b>Finger Print</b>  LTI 09/06/2023	<b>Signature</b>  09/06/2023
	12 DOVER LANE, City:- , P.O:- SARAT BOSE ROAD, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx2H, Aadhaar No: 71xxxxxxxx5393, Status :Individual, Executed by: Self, Date of Execution: 09/06/2023 , Admitted by: Self, Date of Admission: 09/06/2023 ,Place : Office			
3	<b>Name</b> <b>Mr SUKALYAN BOSE</b> Son of Late SARIT KUMAR BOSE Executed by: Self, Date of Execution: 09/06/2023 , Admitted by: Self, Date of Admission: 09/06/2023 ,Place : Office	<b>Photo</b>  09/06/2023	<b>Finger Print</b>  LTI 09/06/2023	<b>Signature</b>  09/06/2023
	45A, KANKULIA ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AFxxxxxx5D, Aadhaar No: 51xxxxxxxx4490, Status :Individual, Executed by: Self, Date of Execution: 09/06/2023 , Admitted by: Self, Date of Admission: 09/06/2023 ,Place : Office			
4	<b>Name</b> <b>Mrs SHARMISTHA BOSE</b> Daughter of Late SARIT KUMAR BOSE Executed by: Self, Date of Execution: 09/06/2023 , Admitted by: Self, Date of Admission: 09/06/2023 ,Place : Office	<b>Photo</b>  09/06/2023	<b>Finger Print</b>  LTI 09/06/2023	<b>Signature</b>  09/06/2023
	45A, KANKULIA ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: AHxxxxxx8K, Aadhaar No: 31xxxxxxxx7127, Status :Individual, Executed by: Self, Date of Execution: 09/06/2023 , Admitted by: Self, Date of Admission: 09/06/2023 ,Place : Office			



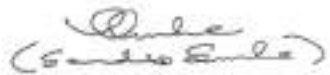


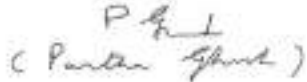




**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>PS REALTORS</b> 16/2/S, BALLYGUNGE STATION ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: AAxxxxxx3Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr SANDIP SINHA (Presentant)</b> Son of Late S S SINHA Date of Execution - 09/06/2023, , Admitted by: Self, Date of Admission: 09/06/2023, Place of Admission of Execution: Office	 <small>Jun 9 2023 11:57AM</small>	 <small>LTI 09/06/2023</small>	 <small>09/06/2023</small>
	16/2/S, BALLYGUNGE STATION ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx6G, Aadhaar No: 51xxxxxxxx5559 Status : Representative, Representative of : PS REALTORS (as PARTNER), PS REALTORS (as PARTNER)			
2	Name	Photo	Finger Print	Signature
	<b>Mr PARTHA GHOSH</b> Son of Late T D GHOSH Date of Execution - 09/06/2023, , Admitted by: Self, Date of Admission: 09/06/2023, Place of Admission of Execution: Office	 <small>Jun 9 2023 11:56AM</small>	 <small>LTI 09/06/2023</small>	 <small>09/06/2023</small>
	19 DOVER PLACE, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxx9J, Aadhaar No: 34xxxxxxxx7248 Status : Representative, Representative of : PS REALTORS (as PARTNER), PS REALTORS (as PARTNER)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mrs RITA SINHA</b> Wife of Mr SANDIP SINHA 16/2/S BALLYGUNGE STATION ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019	 <small>09/06/2023</small>	 <small>09/06/2023</small>	 <small>09/06/2023</small>
Identifier Of Mr SATYAJIT BOSE, Mr SUKALYAN BOSE, Mrs SHARMISTHA BOSE, Mr SANDIP SINHA, Mr PARTHA GHOSH			



**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	PS REALTORS	PS REALTORS-1.87229 Dec
2	Mr SATYAJIT BOSE	PS REALTORS-1.87229 Dec
3	Mr SUKALYAN BOSE	PS REALTORS-1.87229 Dec
4	Mrs SHARMISTHA BOSE	PS REALTORS-1.87229 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	PS REALTORS	PS REALTORS-1050.00000000 Sq Ft
2	Mr SATYAJIT BOSE	PS REALTORS-1050.00000000 Sq Ft
3	Mr SUKALYAN BOSE	PS REALTORS-1050.00000000 Sq Ft
4	Mrs SHARMISTHA BOSE	PS REALTORS-1050.00000000 Sq Ft





On 09-06-2023

**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 10:53 hrs on 09-06-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr SANDIP SINHA ,.

**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 2,00,83,502/-

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

Execution is admitted on 09/06/2023 by 1. Mr SATYAJIT BOSE, Son of Late SANGIT KUMAR BOSE, 12 DOVER LANE, P.O: SARAT BOSE ROAD, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Retired Person, 2. Mr SUKALYAN BOSE, Son of Late SARIT KUMAR BOSE, 45A, KANKULIA ROAD, P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Service, 3. Mrs SHARMISTHA BOSE, Daughter of Late SARIT KUMAR BOSE, 45A, KANKULIA ROAD, P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Professionals

Indetified by Mrs RITA SINHA, , Wife of Mr SANDIP SINHA, 16/2/S BALLYGUNGE STATION ROAD, P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by profession Advocate

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

Execution is admitted on 09-06-2023 by Mr SANDIP SINHA, PARTNER, PS REALTORS (Partnership Firm), 16/2/S, BALLYGUNGE STATION ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; PARTNER, PS REALTORS (Partnership Firm), 16/2/S, BALLYGUNGE STATION ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Mrs RITA SINHA, , Wife of Mr SANDIP SINHA, 16/2/S BALLYGUNGE STATION ROAD, P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by profession Advocate

Execution is admitted on 09-06-2023 by Mr PARTHA GHOSH, PARTNER, PS REALTORS (Partnership Firm), 16/2/S BALLYGUNGE STATION ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019; PARTNER, PS REALTORS (Partnership Firm), 16/2/S, BALLYGUNGE STATION ROAD, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Mrs RITA SINHA, , Wife of Mr SANDIP SINHA, 16/2/S BALLYGUNGE STATION ROAD, P.O: BALLYGUNGE, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 60.00/- ( E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/06/2023 11:34AM with Govt. Ref. No: 192023240089037268 on 08-06-2023, Amount Rs: 28/-, Bank: SE EPay ( SBlePay), Ref. No. 8425862955717 on 08-06-2023, Head of Account 0030-03-104-001-16



### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,070/- and Stamp Duty paid by Stamp Rs 50.00/- by online = Rs 40,070/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 3696, Amount: Rs.50.00/-, Date of Purchase: 21/02/2023, Vendor name: A K Samajpati

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/06/2023 11:34AM with Govt. Ref. No: 192023240089037268 on 08-06-2023, Amount Rs: 40,070/-, Bank: SBI EPay ( SBlePay), Ref. No. 8425862955717 on 08-06-2023, Head of Account 0030-02-103-003-02



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







Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 230886 to 230939

being No 160308124 for the year 2023.



*Dhar*

Digitally signed by Debasish Dhar  
Date: 2023.06.12 11:02:41 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/06/12 11:02:41 AM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)