

8479/18

T-8028/18



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Z 785560

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

Add. District Sub-Registrar  
Behala, South 24 Parganas

17 AUG 2018

10.50  
17/8/18  
1322515

JOINT DEVELOPMENT AGREEMENT WITH

POWER OF ATTORNEY

THIS DEED OF AGREEMENT made this the 17th day of August 2018 (Two Thousand Eighteen)

BETWEEN

For PRESIDENCY REAL ESTATE PVT. LTD.  
*[Signature]*  
Director.

Bhatta  
B/D  
M/E

CONSTITUTE POWER OF ATTORNEY OF BIMAL KUMAR BOSE



## Major Information of the Deed

Deed No :	I-1607-08028/2018	Date of Registration	17/08/2018
Query No / Year	1607-0001322515/2018	Office where deed is registered	
Query Date	16/08/2018 4:12:02 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	MD MAHSIN 63, PANCH MASJID ROAD,, Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700063, Mobile No. : 9831672757, Status : Solicitor firm		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-]		
Set Forth value:	Market Value		
Rs. 2/-	Rs. 1,15,70,709/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 20,120/- (Article:48(g))	Rs. 35/- (Article:E, 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:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Diamond Park (Joka), Road Zone : (Premises Not Located On D.H. Road - ) , , Premises No. 8/9, Ward No: 144

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In-Rs.)	Market Value (In-Rs.)	Other Details
L1			Bastu		5 Katha 15 Chatak 17 Sq Ft	1/-	1,15,40,709/-	Width of Approach Road: 24 Ft,
<b>Grand Total :</b>					<b>9.8358Dec</b>	<b>1/-</b>	<b>115,40,709 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>100 sq ft</b>	<b>1/-</b>	<b>30,000 /-</b>	

For PRESIDENCY REAL ESTATE PVT. LTD.  
  
 Director.

Major Information of the Deed :- I-1607-08028/2018-17/08/2018

**CONSTITUTE POWER  
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BIMAL KUMAR BOSE**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2018, Page from 257986 to 258037  
being No 160708028 for the year 2018.



Digitally signed by SANDIP BISWAS  
Date: 2018.08.21 16:20:27 +05:30  
Reason: Digital Signing of Deed.

*Sandip*

(Sandip Biswas) 8/21/2018 4:20:12 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

CONSTITUTE POWER  
OF ATTORNEY OF  
BIMAL KUMAR BOSE

*Amr*

(This document is digitally signed.)



BIMAL KUMAR BOSE, PAN NO. AFDPB8027N, Son of Late BibhutiRanjan Bose. by faith- Hindu, by Occupation- Business, Residing at 36C, Motilal Gupta Road, Police Station: Thakurpukur presently Haridevpur, Kolkata-700008, District South 24 Parganas. Hereinafter jointly called and referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include hisrespective heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

PRESIDENCY REAL ESTATE PVT LTD, PAN NO. AAEC7933N, a Private Limited Firm, registered under the Companies Act, 1956, having its registered office at A-17, Diamond Park, P.O. Joka, Pin 700 104, P.S. Thakurpukur, District South 24 Parganas, represented by its Director SRI SUVAJIT BISWAS, PAN NO: AFPPB1290K, son of Sri Kalyan Biswas, residing at A-17, Diamond Park, P.O. Joka, Pin 700 104, P.S. Thakurpukur, District South 24 Parganas,

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For PRESIDENCY REAL ESTATE PVT. LTD.

*Suvas*

Director.

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OF ATTORNEY OF  
BIMAL KUMAR BOSE

hereinafter called the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS by a registered deed of sale dated 23.08.2016 Mr. Bimal Kumar Bose purchased from Sri Neeraj Anand and Smt. Sunita Agarwal all that a piece or parcel of land measuring more or less 5 Cottahs 15 Chittacks 17 Square Feet of land with structure situated and lying at Mouza- Joka, J.L. No. 21, under R.S. Khatian No. 437, L.R. Khatian No. 2195, 2197 appertaining to R.S. Dag No. 722 appertaining to L.R. Dag No. 722 being Municipal Premises No.8/9, Diamond Park Police Station: Haridevpur, Kolkata-700104, under Ward No. 144, hereinafter called the said property and more fully described in the schedule "A" hereunder below. The said deed of sale was registered in the office of the A.D.S.R. Behala and recorded in Book No. I, Volume No. 1607-2016, Pages from 266473 to 266520 being no. 160708453 for the year 2016.

For PRESIDENCY REAL ESTATE PVT. LTD.

*[Signature]*  
Director.

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AND WHEREAS after acquiring right title and interest the party hereto of the one part is now in possession and enjoyment of the said property as absolute owner thereof.

AND WHEREAS being desirous of developing the said property the owner's while in search of a good developer came across with the developer herein and on being satisfied with the good reputation and credentiality and experienced of the developer herein the owners have finally decided to entrust upon the developer herein to do the development work by way of erecting constructing building thereon on the terms and conditions as mutually agreed between the parties.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS :-

1. OWNER: BIMAL KUMAR BOSE, Son of Late Bibhuti Ranjan Bose, by faith- Hindu, by Occupation-Business, Residing at 36C, Motilal Gupta Road, Police Station : Thakurpukur presently Haridevpur, Kolkata-700 008, District South 24 Parganas.

For PRESIDENCY REAL ESTATE PVT. LTD.  
  
 Director.

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**2. DEVELOPER:** PRESIDENCY REAL ESTATE PVT LTD, PAN NO. AAEC7933N, a Private Limited Firm, registered under the Companies Act, 1956, having its registered office at A-17, Diamond Park, P.O. Joka, Pin 700 104, P.S. Thakurpukur, District South 24 Parganas, represented by its Director SRI SUVAJIT BISWAS, PAN NO: AFPPB1290K, son of Sri Kalyan Biswas, residing at A-17, Diamond Park, P.O. Joka, Pin 700 104, P.S. Thakurpukur, District South 24 Parganas.

**3. THE SAID PROPERTY:** Shall mean **ALL THAT** a piece or parcel of land measuring more or less 5 Cottahs 15 Chittacks 17 Square Feet of land with structure situated and lying at Mouza- Joka, J.L. No. 21, under R.S. Khatian No. 437, L.R. Khatian No. 2195 & 2197 appertaining to R.S. Dag No. 722 appertaining to L.R. Dag No. 722, being Municipal Premises No. 8/9, Diamond Park Police Station: Haridevpur, Kolkata-700104, under Ward No. 144, as hereinafter called and referred to as the said property and morefully described in

For PRESIDENCY REAL ESTATE PVT. LTD.  
  
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the Schedule A hereunder below hereinafter called the "SAID PROPERTY" and morefully described in SCHEDULE-"A".

4. BUILDING: Shall mean and include the building to be constructed at the premises mentioned in earlier paragraphs.

5. COMMON FACILITIES: Shall mean and include main entrance gate, side spaces, back space, front space, common, lavatories, if is provided by the developer water facilities which will be provided by the developer in the new building.

6. SALEABLE SPACE: Shall mean the space in the new building available for independent use and occupation by the developer after making due provisions for common facilities and space required thereof.

7. OWNER' ALLOCATION: Shall mean that on completion of the entire building in all respects the Developer shall at the first instance provide to the Owner's 50% of the Sanctioned F.A.R. in Zigzak way from Ground Floor to the Top Floor of

For PRESIDENCY REAL ESTATE PVT. LTD.



Director.

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EMMAL KUMAR EOSE



the newly constructed building in complete condition out of 100% F.A.R. in the new building including common facilities, common area, service area and proportionate common area and undivided share of land of the aforesaid 50% share of F.A.R. The owner's said 50% allocation of the flat and car parking area will be demarcated on mutual settlement between the parties as per statement made above after getting the plan sanctioned.

8. DEVELOPER'S ALLOCATION: Shall mean remaining available F.A.R. in Zigzag way from Ground Floor to the Top Floor of the newly constructed building complete condition of the new building including the common facilities absolutely belonged to the Developer after handing over to the owner's allocation as aforesaid and together with the absolute right on the part of the Developer in dealing with the same with the prospective buyer/ buyers and intending transferee/transferees, in respect of their allocated area. The owner shall have no responsibility towards the amount

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*[Signature]*  
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received by the developer in their own account for sale of developer's allocation.

9. THE ARCHITECT: Shall mean such person or persons with requisite qualification who will be appointed by the Developer for designing and planning of the new building.

10. BUILDING PLAN: Will mean such plan that will be prepared by the Developer for the land described in SCHEDULE -"A" and shall be sanctioned by the K.M.C.

11. TRANSFER: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi storied building to purchase thereof although the same may not amount to a transfer in law without causing in any manner in convenience or disturbance to the owner.

For PRESIDENCY REAL ESTATE PVT. LTD.  
  
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12. **TRANSFEEE:** Shall mean a person firm limited company, association of persons to whom any space in the building will be transferred.

13. **TIME:** Shall mean the construction shall be completed positively within 24 months from the date of sanctioned of the building Plan and the Developer shall have to take all necessary steps to obtain the Plan Sanctioned within 5-6 months from the date of obtaining mutation from K.M.C. and B.L. and L.R.O by the developer and payment of all arrear khajna and tax by the owner.

14. **WORDS:** Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutergender shall include masculine and feminine genders.

**COMMENCEMENT:**

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

For PRESIDENCY REAL ESTATE PVT. LTD.  


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OWNERS' RIGHT AND REPRESENTATION:

1. The owners are absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said property.
2. None other than the owner has any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
3. There is no excess vacant land at the said property within the meaning of the Urban land (ceiling and regulation) Act, 1976.
4. Save and except the Owner, nobody else have any right, title interest claim and demand whatsoever or howsoever and in respect of the said premises.
5. The Owners have not old, entered into any Agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said premises prior to execution of this Agreement.
6. The said premises are not subject to any notice of acquisition or requisition.

For PRESIDENCY REAL ESTATE PVT. LTD.

  
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7. The Owners have also mutated their names in the records of the Kolkata Municipal Corporation and B.L. & L.R.O. and hand over original mutation certificate/s to the developer.

### DEVELOPER'S RIGHT

1. All application, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the owner at their own costs and expenses, and the Developer shall pay charges and bear all fees including architects fees required to be paid or deposited for exploitation of the said property provided, however that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer in connection therewith.

2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the said property or any part thereof to the Developer or as creating any right, title or interest in respect of the Developer other

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than an exclusive right and interest by the Developer to commercially exploit the same in terms hereof and to deal with the entire allocation in the new building in the manner herein after stated.

3. The Developer shall take all necessary steps to mutate the name of the Owner in respect of the **SCHEDULE "A"** land in the records of B.L. & L.R.O. and make necessary application to the B.L. & L.R. Office for conversion of the Land from shali to Bastu Land and also mutate the name of the Owner in the record of the Kolkata Municipal Corporation at the cost and expenses of the Owner. The Owner shall have to pay all arrear vacant khajna and taxes and shall have to sign and/or to be present as and when the Developer call for the Owner in this regard.

### CONSIDERATION

In consideration of the owners having agreed to permit the developer to commercially exploit the said property and to construct, erect and build a new building in accordance with the plan which will be sanctioned and in accordance with the

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specification and materials description of which are stated in details in **SCHEDULE-"C"** below, the Developer shall provide to the Owner's 50% of the Sanctioned F.A.R. in Zigzak way from Ground Floor to the Top Floor of the newly constructed building in complete condition out of 100% F.A.R. in the new building including common facilities, common area, service area and proportionate common area and undivided share of land of the aforesaid 50% share of F.A.R. The owner's said 50% allocation of the flat and car parking area will be demarcated by way of mutual from settlement between the parties after getting the plan sanctioned.

### **POSSESSION**

1. Simultaneously with this Agreement the Owners is hereby handing over vacant unencumbered possession of the said property to the Developer for proper implementation and fulfillment of the proposed project.
2. The Developer shall take all necessary steps to mutate the name of the Owner in respect of the **SCHEDULE "A"** land in the records of B.L. & L.R.O. and make necessary application.

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to the B.L. & L.R. Office for conversion of the Land from shali to Bastu Land and also mutate the name of the Owner in the record of the Kolkata Municipal Corporation at the cost and expenses of the Owner. The Owner shall have to pay all arrear vacant khajna and taxes and shall have to sign and/or to be present as and when the Developer call for the Owner in this regard.

3. The developer shall on completion of the new building put the owners in undisputed possession of the owners' allocation together with all rights in common to the common portion as absolute Owners thereof.
4. The Developer shall be exclusively entitled to the remaining available 50% of F.A.R. in Zigzak way from Ground Floor to the Top Floor of the newly constructed building in complete way including the common facilities in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affecting the owners and the owners shall not in any interfere with or disturb the quiet and peaceful possession of the Developer's allocation. The owners shall only transfer by way of proper deed of

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conveyance either in favour of the Developer or in favour of the nominee/nominees of the Developer, the undivided share of the land excepting the proportionate share of land of the owners.

5. In so far as necessary all dealing by the Developer in respect of the new building shall be in the name of the owner for which purpose the owner undertake to give the developer a registered power of attorney in a form and manner as will be required by the developer for proper implementation of this agreement the prospective buyers of the developer's allocation and for receiving all earnest money, booking money and for execution and registration of all deed of conveyances on receipt of the consideration money from the buyers of the developer's allocation and to do all allied jobs for registration but those sale deeds shall only be executed after handing over owner/s allocation. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the owner nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

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6. That the owners shall execute the deed of conveyance in favour of the Developer or its nominee in respect of the such part or parts of the developer's allocation in the new building as shall be required by the Developer all costs and all expenses in that behalf will be borne and paid by the Developer.

#### COMMON FACILITIES

i). The developer shall pay and bear all property taxes and other dues and outgoings in respect of the said building accruing due as and from the date of handing over vacant possession of the said property or part of its by the developer to the owner. If there are any dues of property taxes or any other taxes regarding the said property before the date handing over the same to the Developer that would be borne by the owner.

ii) As soon as new building is completed within the time hereinafter mentioned the Developer shall give written notice to the owner' for their allocation in the building and there being no dispute regarding the completion of the building in

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terms of this agreement and according to the specification and plan and after 24 days from the date of service of such notice and at all times thereafter the owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the Owner's allocation, the said rates to be apportioned if they are levied on the building as a whole.

iii) From the date of handing over the possession of the owner's allocation, the owner shall pay the developer or to the owner's association as the case may be the service charges for the common facilities in the new building.

iv) Any transfer of any part of the Owner's allocation in the new building shall be subject to the provisions hereof and the transferee shall thereafter be responsible in respect of the space transferred for payment of the said rate and service charges for the common facilities.

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v) The Owner shall not do any act, deed or thing whereby the Developer shall be prevented from construction and/or completion of the said building.

**COMMON RESTRICTION**

1. The Owner' allocation in the new building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the new building intended for common benefits of all occupiers of the new building which shall **include the followings :-**

a) The Owner shall not use or permit to be used of the Owner' s allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisances hazard to the Owner/Occupiers of the new building. The Developer and his nominee/ nominees shall also not use or permit to be used of the Developer's allocation in the new building or any portion thereof for carrying or any obnoxious, illegal and immoral trade or activity nor use

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*[Signature]*  
Director,



thereof for any purpose which may cause any nuisance hazards to the Owner of the new building.

b) Both the parties shall abide by the laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without invading the right of the Owners.

c) The respective allotted shall keep their respective allocation in the building in good working conditions and repairs.

d) Neither party shall throw accumulate any dirt rubbish waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound corridors any other portions of the new building.

**OWNER'S OBLIGATION;**

The owner hereby agrees and covenants with the developer not to cause any interference or hindrance in the construction of the building at the said property by the developer.

The owner hereby agrees and covenants with the developer not to do any act or deed or thing by which the developer may

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Director.

be prevented from selling, assigning and/or disposing of any portion or portions of the developer's allocation/ portion in the building or of the said property save and except the undivided share of land of the owner's allocation.

The Owner shall be liable to pay all taxes and outgoings in respect of his allocated area to the authority concerned from the date of delivery of the possession and or on expiry of the period of notice to take up possession of the owner allocation as will be served upon the owner by the developer.

The owner shall always without any delay and without receiving any consideration money put their signatures in the Deed of Agreements as Vendor in the final Deed of Conveyance for the allocation of the Developer regarding selling out undivided share of land of the said property.

The owner hereby agrees and covenants with the developer not to let out grant, lease, mortgage and/or charges the allocated portion of the Developer but shall have all right to let out grant, lease, mortgage and/or charges, their allocated portion to any person/persons, company/ companies.

The owner shall hand over to the Developer all original deeds and documents, monuments, papers etc. and the same will remain in the custody of the Developer till handing over possession of all the owners of the new building but

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*[Signature]*

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ultimately the original document shall be handed over to the owners' association of the proposed building for its protection preservation and for future reference.

**DEVELOPER'S OBLIGATION.**

**THE DEVELOPER HEREBY AGREES AND COVENANT WITH THE OWNER:-**

- a) The Developer shall take all necessary steps to mutate the name of the Owner in respect of the **SCHEDULE "A"** land in the records of B.L. & L.R.O. and make necessary application to the B.L. & L.R. Office for conversion of the Land from shali to Bastu Land and also mutate the name of the Owner in the record of the Kolkata Municipal Corporation at the cost and expenses of the Owner. The Owner shall have to pay all arrear vacant khajna and taxes and shall have to sign and/or to be present as and when the Developer call for the Owner in this regard.
- b) Not to violate or contravene any of the provisions or rules application for construction of the building.

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BIMAL KUMAR BOSE

For PRESIDENCY REAL ESTATE PVT. LTD.

*Arjun*

Director

**OWNERS' INDEMNITY** : The Owner hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy their allocated portion without any interference and/or disturbance provide the Developer performance and fulfills all and singular as the terms and conditions herein contained and/or its part to be observe and performed.

**DEVELOPERS INDEMNIFY:**

1. The Developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the developer in or in relation to the construction of the said new building strictly in terms of the plan to be sanctioned by the Kolkata Municipal Corporation on that behalf.
2. The Developer hereby undertakes to keep the owner indemnified against all action suits costs proceedings and claim that may arise out of the developer's allocation with regard to the development of the said premises and/or in the

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For PRESIDENCY REAL ESTATE PVT. LTD.

*Bimal*

Director



matter of construction of the building and/or any defect therein.

**MISCELLANEOUS:**

1. The Owners and the Developer have entered into the agreement surely as a contract and nothing contained herein shall be deemed to construe as partnership between the developer and the owner. The parties hereto can proceed with this agreement.

3 Nothing in these presents shall be constructed as a demise or assignment or conveyance in land by the owner of the said property or any part thereof to the developer or as creating any right title and interest in respect thereof in the developer other than an exclusive right to exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any bank or banks without depositing the Title Deed of the Owner in respect of the Schedule "A" Land and/or without creating any financial liability on the owner of effecting and his estate shall not be encumber and/or be liable for payment of any dues of such bank or

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*[Signature]*  
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banks and for that purpose the developer shall keep the owner's indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.

4. It is agreed by both the parties that the name of the building shall be .....and neither of the party shall change the name of the building.

**FORCE MAGURE:**

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended during the duration of such majeure, if any rules after utilizing the available F.A.R.

2. Force majeure shall mean floods, earth quake, riot, war, storm, tempest, civil commotion, strikes, lock-out and or any other act or commission beyond the control of the parties hereto.

For PRESIDENCY REAL ESTATE PVT. LTD.  


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**JOINT OBLIGATION :**

The Developer shall develop and construct a multi storied building on the said land as per Sanctioned Building Plan to be Sanctioned by the Corporation and/or as per present rules in vogue.

The Owner will lend his names and signatures in all papers, plans, documents and deeds those may come on the way of the developer for successful implementation of the project since the project will be promoted in the owner's name and under the owner's allocation.

If the project fails without creating any damages of the properties through for no fault of the developer the owner shall not be entitled to sue against the developer on any ground.

**GENERAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENT I **BIMAL KUMAR BOSE**, Son of Late Bibhuti Ranjan Bose. by faith- Hindu, by Occupation-Business, Residing at 36C, Motilal Gupta Road, Police Station : Thakurpukur presently Haridevpur, Kolkata-

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BIMAL KUMAR BOSE

For PRESIDENCY REAL ESTATE PVT. LTD.  
*Divan*  
Director.

700008, District South 24 Parganas (Hereinafter called and referred to as the "PRINCIPAL" of this Power of Attorney

**SEND GREETINGS:-**

**WHEREAS** the Owner of **ALL THAT** a piece or parcel of land measuring more or less 5 Cottahs 15 Chittacks 17 Square Feet of land with structure situated and lying at Mouza- Joka, J.L. No. 21, under R.S..Khatian No. 437, L.R. Khatian No. 2195 & 2197 appertaining to R.S. Dag No. 722 appertaining to L.R. Dag No. 722 being Municipal Premises No.8/9, Diamond Park Police Station: Thakurpukur presently Haridevpur, Kolkata-700104, under Ward No. 144, as hereinafter called and referred to as the said property and morefully described in SCHEDULE "A" hereunder below. Hereinafter called the "SAID PROPERTY" and morefully described in SCHEDULE-"A"

**AND WHEREAS** we along with joint Development Agreement executing and registering this Power of Attorney in favour of **PRESIDENCY REAL ESTATE PVT LTD,** PAN NO. **AAECP7933N,** a Private Limited Firm, registered under the

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BIMAL KUMAR BOSE

For PRESIDENCY REAL ESTATE PVT. LTD.  
*[Signature]*

*[Signature]*

Companies Act, 1956, having its registered office at A-17, Diamond Park, P.O. Joka, Pin 700 104, P.S. Thakurpukur, District South 24 Parganas.

**AND WHEREAS** for the proper implementation of the Development Job we do hereby nominate **SRI SUVAJIT BISWAS**, son of Sri Kalyan Biswas, by Creed - Christian, Indian by National, residing at A-17, Diamond Park, P.O. Joka, Police Station: Haridevpur, District: 24-Parganas, South, Kolkata - 700104, as our true and lawful attorney to act on our behalf and to do all or any of the following acts, deeds and things on our behalf.

1. To construct building/s in terms of this agreement dated 17.08.2018 upon our land morefully described in the schedule "A" below on the basis of the plan as will be sanctioned in my name upon the said land by the competent authority.

2. To execute conveyance/s in favor of intending purchaser/s for selling out the flat/s together with undivided proportionate share of land underneath the building and all other space/s

For PRESIDENCY REAL ESTATE PVT. LTD.  
  
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and to receive all consideration money/s either in cash or in cheque, bank draft, demand draft, pay order etc. from the intending purchaser/s and to grant necessary receipt/s and acknowledgement/s excluding owners' allocation.

3. To execute all such deed/s of agreement/s with the intending purchaser/s for selling out the flat along with proportionate lateral and vertical rights on the said land to sign those agreement all such papers receipts bills etc. and to receive money either in cash, cheque, bank draft. Demand draft, pay order etc. from the intending purchaser/purchasers and to grant necessary receipts and acknowledgement /s in respect of the developer's allocation.

4. To make such correspondences with the said intending purchaser/s and serve notice/s, take such legal steps through their appointed lawyer/s against those intending purchaser/s as and when he will fell necessary to receive all papers, letters notice etc. to sign vakalatnama/s and to file suit/s against any of the intending purchaser/s of the flat/s of the proposed multi storied building to depose in the suit/s that will be filed by him and to execute decree and to realize

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benefits and profits in accordance with the said decree/s to prefer appeal/s against all such decree/s to serve notice/s to the intending purchaser/s of the proposed multi storied building and to present all such deed of agreement/s before the registrar/ sub- registrar for admission and registration and to sign the receipts, notice etc.

5. To settle and/or fix the sale price of the flats and/or any portion of the developer's allocation in the multi-storied building along with proportionate lateral and vertical rights on the said land in accordance with their own will and calculation and to appoint architects, engineer, overseer, laborers etc, for the purpose of the said construction at their own costs.

6. To supervise, manage and conduct all sorts of administration in respect our said property hereinafter stated and to handle all sorts of matters, letters and correspondences arising in course of or in relation to matter concerning of my said premises.

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7. To plan design work manage control and supervise all sorts of the works of the said premises and to engage plan makers, designs architects, engineers for the said purpose.

8. To appear and represent ourselves before the fire briged authorities Calcutta Metropolitan Development authority and all other authorities concerned having jurisdiction over the said premises and sign, verify, affirm deposit submit as the case may be required from time to time for modification of building plan for and/or in respect of construction of multi storied building on the said land and for all or any of such purpose to sign and submit revised modified and/or fresh plan as has been sanctioned in our name as may from time to time required in connection therewith.

9. To apply for appear and represent us before the Government, Semi. Government and all appropriate and concerned authorities and/or agencies for allotment and/or grant and/or supply of quota and/or building materials of all and every description including cement, steel, bricks, stone, wood and to sign verify, affirm, deposit, submit all necessary, affidavit, declarations, letters, money, application as may be

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required from time to time for receiving the allotments and/or delivery orders of all or any of the building materials for construction of the multi storied building as herein mentioned.

10. To serve and accept service of summons, notices, warrants or other process of court and authorities concerned as aforesaid and to do all things necessary in connection therewith.

11. To compromise and settle all or any of the aforesaid matter, action, suits and/or other proceedings as the said attorney may deem fit and proper.

12. To effect insurance of the multi- storied building to be constructed as aforesaid either during or after completion of construction thereof and for such purpose to pay deposit insurance premium thereafter and also to sign all proposal forms and other documents as may be necessary.

**AND GENERALLY** to do all acts, deeds, matters and things and to exercise all such power of authority as may said attorney may deem fit and proper. The executants shall not to

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For PRESIDENCY REAL ESTATE PVT. LTD.

Director.

do anything contrary or inconsistent with the terms and condition embodied in the Agreement executed and registered along with this power by and between the executants and the Power of Attorney holder.

AND we do hereby agree to ratify and confirm all and whatsoever acts, deeds, matters, and things powers and authorities herein given shall lawfull do or purport to do or cause to be done by virtue of these presents.

**SCHEDULE -"A" ABOVE REFERRED TO**

**ALL THAT** a piece or parcel of land measuring more or less 5 Cottahs 15 Chittacks 17 Square Feet of land with structure situated and lying at Mouza- Joka, J.L. No. 21, under R.S..KhatianNo. 437, L.R. Khatian No. 2195 & 2197, appertaining to R.S. Dag No. 722 appertaining to L.R. Dag No. 722, being Municipal Premises No.8/9, Diamond Park Police

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*[Signature]*  
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Station: Haridevpur, Kolkata-700104, under Ward No. 144.

The said property is butted and bounded by :-

- ON THE NORTH** : Land under part of Dag No.722;
- ON THE SOUTH** : Genex Vally Apartment ;
- ON THE EAST** : 24' Wide Road;
- ON THE WEST** : Riddhi Siddhi Complex;

**SCHEDULE- "B" ABOVE REFERRED TO**

**(OWNERS ALLOCATION)**

Shall mean that on completion of the entire building in all respects the Developer shall at the first instance provide to the Owner's 50% of the Sanctioned F.A.R. in Zigzak way from Ground Floor to the Top Floor of the newly constructed building in complete condition out of 100%. F.A.R. in the new building including common facilities, common area, service area and proportionate common area and undivided share of land of the aforesaid 50% share of F.A.R. The owner's said 50% allocation of the flat and car parking area will be

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demarcated on mutual settlement between the parties as per statement made above after getting the plan sanctioned.

**THE SCHEDULE- "C" ABOVE REFERRED TO :**  
**SPECIFICATION**

1. **Structure:** R.C.C. (1:1-1/2:3) frame structure with isolated column footing foundation or as per design requirement.
2. **Brick work:** Brick work with good quality bricks. Outer wall 8" bricks work in C.M. (1:5). Inner partition wall 3" Brick in C.M. (1:4) with H.B. netting. Partition wall between two flats 5" Brick work in C.M. (1:5) with H.B. Netting.
3. **Flooring:** Drawing Room, Bed Room, Kitchen, toilets and balcony Good quality Floor Tiles. All window sills with marble.
4. **Door:** 5" x 2-1/2" sal wooden door frame for maindoor, 4" x 2"-1/2" sal wooden door frame for bed rooms, drawings cum dining, 4" x 2" wooden door frame for verandah, Toilet and Kitchen. 1-1/2" thick commercial flush door for all inside door and main door. PVC laminated door in toilets

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For PRESIDENCY REAL ESTATE PVT. LD.  
  
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5. **Windows:** Ornamental Grill with Good quality Aluminium sliding in all Bedrooms, Drawing- Dining Room & Kitchen. Integrated Steel window with grill in Toilets.

6. **Doors and windows fittings:** Good quality Aluminium Tower Bolts, Hedge bolts (Heavy) for all bed room doors & verandh doors. One No. godrej Night Latch & One No. ornamental Handel for main door.

7. **Wall finishing :** Cement plastered wall with plaster paris, finish inside plaster with cement mortar 1: 5 and outside plaster with cement mortar(1:5)

8. **Outside Paints:** Cement base paints for exterior walls.

9. **Electricals:** Concealed wiring with 2 lights, one point, one plug point for all rooms, 3 light, 2 fans, 2 plug points each of 15 amps for drawing cum dining hall one light point for main entry and one AC point for Master Bed Room.

10. **Toilet:** dado 6"-0" hight good quality white Glazed tiles, one white European commode/T.O.Pan, with white PVC cistern, one white wash basin, Two nos. C.P.Tap, one shower with Arm, one soap dish, one Towel rail etc. One no. Geizer point at Common Toilet only.

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11. **Kitchen:** One R.C. cooking platform with black stone finish upto 14 sq.ft. with one steel sink, two C.P. taps, plain white glazed tiles on dado over platform( upto 48").
12. **Water supply:** KMC / Deep tube well water will be arranged.
13. **Telephone:** Concealed wiring upto drawing room, getting telephone connection will be the Purchaser's responsibility.
14. **Power Supply:** Individual meter for each flat to be arranged by individual owner/purchaser the own cost.
15. **Changes:** No external changes are allowed internal changes may be allowed with prior approval and payment of additional cost before taking up the modifications.
16. **Stair case:** Marble steps and steel railing in one side, wooden top of railing, foot lights.
17. **Roof:** Water proofing (chemical) treatment on roof.
18. **Door And Window Painting:** 2 Coat wooden primer finish all the doors except Toilet. All the grills one coat primer & two coat enamel paint finish.
19. **LIFT:** Lift with all accessories.

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*[Signature]*  
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IN WITNESSES WHEREOF the parties have set and subscribed their respective hands on the day, month and year first above written.

SIGNED SEALED & DELIVERED

In presence of:-

1. *Sh. Md. Makin*  
*63, Park Masjid Road*  
*- No. 3*

*Bimal Kumar Bose.*  
Signature of the OWNER

2. *Sushant Jais*  
*Pasuni Kanchi Road*  
*No. 8*

For PRESIDENCY REAL ESTATE PVT. LTD.

*Luvrajit Bose*  
Director.

Signature of the DEVELOPER

Drafted by :

*Adv. Bimal Kumar Bose*  
*WB/589/73*  
Advocate

Alipore Judges' Court, Kol-27.

Computed Typed

*M. K. Bose*

Alipore Judges' Court, Kol-27.

For PRESIDENCY REAL ESTATE PVT. LTD.  
*Director*  
Director.

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Government of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Assessment Slip

Query No / Year	1607-0001322515/2018	Office where deed will be registered
Query Date	16/08/2018 4:12:02 PM	A.D.S.R. BEHALA, District: South 24-Parganas
Applicant Name, Address & Other Details	MD MAHSIN 63, PANCH MASJID ROAD,,Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700063, Mobile No. : 9831672757, Status :Solicitor firm	
Transaction	Additional Transaction	
[0139] Sale, Development Power of Attorney	[4002] General Power of Attorney [Rs : 1/-], [4305] Declaration [No of Declaration : 2], [4310] Security Bond [Rs : 1,00,000/-]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 1,15,70,709/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 20,120/- (Article:48(g))	Rs. 35/- (Article:E, E, E, E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

**Land Details :**

District: South 24-Parganas, Thana: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Diamond Park (Joka), Road Zone : (Premises Not Located On D.H. Road - ) , , Premises No. 8/9, Ward No: 144 Pin Code : 700104

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land ROR	Setforth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		1/-	1,15,40,709/-	Width of Approach Road: 24 Ft.,
Grand Total :				9.83583000Dec	1/-	1,15,40,709 /-	

**Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100.00000 sq ft	1/-	30,000 /-	

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Query No: 1607-0-001322515 of 2018