

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL ७-२ 1825655

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U 4 OCT 2021

# Development Agreement cum General Power Of Attorney

THIS DEED OF AGREEMENT CUM GENERAL POWER OF ATTORNEY is made on this And day of October two thousand twenty-one.

BETWEEN

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- Adw

1. SRI PROSENJIT MAJUMDAR, Son of Late Pradyot Kumar Mazumdar, PAN NO: ANAPM6649L, Aadhaar No.9697 0487 6827, by occupation-Service,. 2. SMT KAKOLI MAJUMDAR W/O Sri Prosenjit Majumdar PAN NO.AQJPM4898D Aadhaar No. 5348 9698 5716, by occupation-Housewife Both Residing at 79,Rammohan Place P.O.Konnagar, P.S. Uttarpara, Dist:HooghlyPin-712235, West-Bengal, hereinafter called and referred to as the OWNERS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and/or assigns) of the ONE PART.

AND

"AG CONSTRUCTION" PAN ABUFA9584G. in Principal place of business situated at 25/C/1, Bancharam Mitra Lane, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235 represented by its Partners namely-----

1. SHRI GOPAL AGARWAL, PAN: AVZPA0192R, Aadhaar No. 6700 3922 0663 son of Late Parameswar Lal Agarwal, by faith Hindu, by occupation-Business, residing Permanently---at "SHYAM-KUNJ" 5A on Fifth Floor, P.O.Barabahera, P.S Uttarpara, Dist: Hooghly Pin 712246, (W.B),

 SHRI NIKHILESH GHOSH, PAN — ADSPG6049E, Aadhaar No.ADSPG6049E, Son of Late Santosh Chandra Ghosh, by faith Hindu, by occupation-Business, residing Permanently at 23, Matilal Mukherjee Garden Lane, P.O. Konnagar, P.S. Uttarpara, Dist-Hooghly, Pin-712235, (W.B.),

3. SHRI DEEPAK KUMAR AGARWAL, PAN—BHCPA2931C, Aadhaar No. 4466 6850 9563 son of Shri Mahendra Kumar Agarwal, by faith Hindu, by occupation Business, residing Permanently at "SHYAM—KUNJ" 5A, on Fifth Floor, P.O. Barabahera, P.S.-Uttarpara, Dist: Hooghly Pin 712246, (W.B) ...., hereinafter called and referred to as the "DEVELO PER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-inoffice, administrators, legal representatives and/or assigns) of the OTHER PART

WHEREAS all that piece and parcel of Bastu land, hereditaments and premises measuring 02 Cottah 17 sft. along with other properties, together with all easement rights and ancient liberties thereto and right to use common paths and passages lying and situated at Mouja-Konnagar, J.L. No.7, comprised in C.S. & R.S. Dag No. 1850/2201 under C.S. Khatian No.3130/1, corresponding to R.S. Dag No.1851, under R.S. Khatian No.3130/1 ija 52 and eja 6/1 and thereafter R.S. Khatian No.4376, corresponding to L.R Dag 3453 & L.R Khatian No.4376, togii No.419 B1, being municipal holding no.78, Ram Mohan Place (Haran Banerjee Lane), Konnagar, Hooghly, within the ambit of

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Advo

Konnagar Municipality, free from all encumbrances, originally belonged to (1) Smt. Uma Devi, wife of **Sri Nilmani Banerjee** of Dakshineswar and **(2) Smt. Aparna Devi**, wife of late Tarakdas Gangopadhyay, of 108, G.T. Road, Salkia, Howrah and they had been possessing and enjoying the said property by paying relevant rents and taxes to the appropriate authorities in their names;

AND WHEREAS on 09.08.1968 the said Smt. Uma Devi and Smt. Aparna Devi sols, conveyed and transferred the said property unto and in favour of Smt. Renuka Sur, wife of Sri Jitendra Nath Sur, of Bhadrakali, P. S. Uttarpara, District-Hooghly, by virtue of a registered Deed of sale being No.7171 for the year 1968 of Sub-Registry office, Serampore, Hooghly and thus by virtue of purchase, as aforesaid, Smt. Renuka Sur became the absolute owner of the said property and during her khas possession she sold, conveyed and transferred the same unto and in favour of Sri Prodyut Kumar Majumdar, by virtue of a registered Deed of Sale, duly incorporated in Book No.I, volume no.42, pages from 177 to 181, being Deed No. 3172 for the year 1969 of the office of Sub-Registrar, Serampore, Hooghly on 13.06.1969 and thus by virtue of purchase as aforesaid, (i.e father of present owners No 1) herein became the absolute owner of the said property;

**ANDWHEREAS** all that piece and parcel of 08 Chittak 08 sft. of Danga land situated in Dag No. 2201, under Khatian No.4376, lying in Mouja-Konnagar, J.L. No.07, Touji No.419 B-1, Revenue Survey No.1759, originally belonged to Smt. Uma Devi and Smt. Aparna Devi, as aforesaid, who got the same by virtue of inheritance from their mother Smt. Usha Devi and during their joint possession they sold the same on 26.03.1982unto and in favour of the **father of present owners No 1, i.e.** Sri Prodyut Kumar Majumdar, by virtue of a registered Deed of Sale, duly recorded in Book No.I, volume no.42, pages from 296 to 307, being Deed No.1748 for the year 1982 of D.S.R. II, District-Hooghly;

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ANDWHEREAS the Prodyut Kumar Majumdar in the aforesaid manner became the absolute owner of the property mentioned hereinbefore and more fully described in the schedule hereunder written and he mutated his name in the L.R. Record of right and also in Konnagar Municipality and constructed a two storied building after obtaining sanctioned building plan dt. 06.12.1969 from Konnagar Municipality vide sanction No.03/11/1969 and thereafter he had been possessing and enjoying the said property by paying relevant rents and taxes to the appropriate authorities in his name and the said property is free from all encumbrances, having its good, valid and marketable title

**ANDWHEREAS** thereafter the said Prodyut Kumar Majumdar mortgaged his said property with the Central Board of Trustees, Employees Provident Fund on 24.12.1971 by virtue of a Deed of Mortgage, duly written in Book No. I, volume No.77, pages from 16 to 25, being Deed No.4837 for the year 1971 duly registered at Sub-Registry office, Serampore, Hooghly, for the year 1971 duly registered at Sub-Registry

office, Serampore, Hooghly;

released the said property on 28.09.1991 by virtue of a Deed of **Reconveyance**, duly recorded in Book No.I , volume no.97, pages from 371 to 376, being deed no.5951 for the year 1992 of Serampore Sub-Registry office, Dist. Hooghly and since then he had been possessing and enjoying the said property as mentioned hereinbefore and more fully described in the schedule hereunder in "A" schedule **after residing there** at for more than 35 years and also by paying relevant rent, rate, taxes, cess and other out-goings and statutory impositions thereof and the said property is free from all sorts of encumbrances, charges, liens, lispendences whatsoever, having its good valid and marketable title at present;

AND WHEREAS there after **Sri Prodyut Kumar Majumdar**, sold transferred and conveyed the **schedule mentioned A-1 Property**, ground floor i.e. as flat ownership basis Covered area of **650 Sq.ft or** 780 Sq.ft S.B. Areas (out of his entire Land of **2 Cottah 17 Sq.ft** & with a two storied building standing thereon) also **122 Sq.ft common areas** unto and in favour of **Smt Bani Mukherjee** W/o **Sri Pradip Kumar Mukherjee** of Jhuthika Plaza ,101/P, Haran Chandra Banerjee Lane P.O. Konnagar, P.S. Uttarpara, Dist-Hooghly, Pin-712235 (W.B.) by virtue of a **registered Deed of sale**, duly registered at A.D.S.R. Serampore, recorded in Book no **I**, CD Volume No **12**, Pages from **2626** to **2647**, Being no

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07694 for the year 2008, since purchase said Smt Bani Mukherjee mutate her name against holding No. N 79, Ram Mohan Place (Haran Banerjee Lane), Konnagar, Hooghly, with konnagar municipality, and Smt Bani Mukherjee during possessing in the schedule mentioned property

by exercising her absolute right, title and interest thereon.

AND WHEREAS the aforesaid Smt Bani Mukherjee during her possessing in the schedule mentioned property as the sole owner of the aforesaid property sold her schedule mentioned A-1 Property in favour of Sri Kamal kanti Dasgupta & Smt Kalpana Dasgupta by a registered Deed of Conveyance vide Deed no.062104022, dated 09-12-2016, recorded in Book no. 1, Volume no. 062104022, Pages 97634 to 97649, Being no. 062104022 for the year 2016 registered at the office of A.D.S.R. Serampore, Hooghly, & schedule mentioned A-2 Property in favour of Sri Kamal kanti Dasgupta & Smt Kalpana Dasgupta by a registered Deed of Conveyance vide Deed no.062104023, dated 09-12-2016,recorded in Book no.1,Volume no. 0621-2016, Pages 97650 to 97663, Being no. 062104023 for the year 2016 registered at the office of

AND WHEREAS the aforesaid Sri Kamal kanti Dasgupta & Smt for mutate their name for schedule Kalpana Dasgupta applied mentioned A-1, & A-2 Property and their name has been mutated by the konnagar municipality and allotted respectively holding no 79/A, Ram Mohan Place (Haran Banerjee Lane), Konnagar, Hooghly & holding no N-79/A, Ram

Mohan Place (Haran Banerjee Lane), Konnagar, Hooghly.

AND WHEREAS Whilst in absolute ownership and possession of the remaining Schedule (A-3), below property said Prodyut Kumar Majumdar paid the relevant rents & taxes, at B. L.& L. R.O, and Konnagar Municipality, on the above noted land and he had been living in his residential house up to his death.

Said, Prodyut Kumar Majumdar died in-tested on 29.12.2018 leaving behind him the following legal heirs and legal representatives in the manner as follows:-

- SMT ATREYEE CHAKRABORTY Married Daughter
- SRI PROSENJIT MAJUMDAR, Son

It may mention here that wife of Deceased Prodyut Kumar Majumdar i.e.Smt Priti Majumder died on 24.11.2007 prior to the death of Prodyut Kumar Majumdar s/o Sisir Kumar Majumdar.

SRI PROSENJIT MAJUMDAR, Son & SMT ATREYEE CHAKRABORTY Married Daughter, as his only legal heirs and successors and they jointly inherited the said property according to Hindu succession Act 1956.

AND WHEREAS, they mutate their name against Schedule (A-3), below property i.e remaining Portion of Property left by Deceased

Prodyut Kumar Majumdar.

AND WHEREAS, Smt Atrevee Chakraborty married daughter Of Prodyut Kumar Majumdar gifted her undivided share in favour of her brother Sri Prosenjit Majumdar, by a registered Deed of Gift vide Deed no.4056 dated 26-07-2021, recorded in Book no.1, Volume no. 0621-2021, Pages 160378 to 160403, Being no. 062104056 for the year 2021 registered at the office of A.D.S.R. Uttarpara, Hooghly

AND WHEREAS, Sri Kamal kanti Dasgupta & Smt Kalpana
Dasgupta gifted their schedule A1 & A2 Property in favour of their sister
Smt Kakoli Majumdar W/O Sri Prosenjit Majumdar, by a registered Deed of
Gift vide Deed no. 062103009, dated 26-07-2021, recorded in Book
no.1, Volume no. 0621-2021, Pages 126998 to 127019 Being no.
062103009 for the year 2021 registered at the office of A.D.S.R.
Uttarpara, Hooghly for schedule A1 Property & by a registered Deed of
Gift vide Deed No.062103010, dated 26-07-2021, recorded in Book
no.1, Volume no. 0621-2021 Pages 127067 to 127085, Being no.
062103010 for the year 2021 registered at the office of A.D.S.R.
Uttarpara, Hooghly for schedule A2 Property.

Now **The Owners no 1** mentioned herein above is enjoying the **schedule (A 3) property** also **Owners no 2**, mentioned herein above is enjoying the schedule **(A 1) & (A 2)** property and was in searched of a developer and the developer herein having come to know the desire of the owners approached to the development of the said land by demolishing the existing structure for which the parties hereto agreed on the terms and conditions here in after appearing.

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IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOW a) Owners: Owners shall mean I. SRI PROSENJIT MAJUMDAR, Son of Late Pradyot Kumar Mazumdar , PAN NO : ANAPM6649L, Aadhaar No.9697 0487 6827, by occupation-Service,. 2. SMT KAKOLI MAJUMDAR W/O Sri Prosenjit Majumdar PAN NO.AQJPM4898D Aadhaar No.5348 9698 5716, by occupation-Housewife Both Residing at 79,Rammohan Place P.O.Konnagar ,P.S. Uttarpara, Dist:HooghlyPin-712235

b) Premises: shall mean Property situated on 79,Rammohan Place P.O.Konnagar , P.S. Uttarpara, Dist:HooghlyPin-712235,79/A, Rammohan Place P.O.Konnagar ,P.S. Uttarpara, Dist:HooghlyPin-712235 & N79/A ,Rammohan Place P.O.Konnagar , P.S. Uttarpara, Dist: HooghlyPin-712235 within the ambit of the konnagar Municipality, P.O.-Konnagar, P.S.- Uttarpara, District

Hooghly, PIN - 712235.

C) Developer: shall mean the aforesaid "AG CONSTRUCTION" PAN ABUFA9584G. in Principal place of business situated at 25/C/I, Bancharam Mitra Lane ,P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235 legal representatives, successors-in-office, it's and administrators and assigns.

d) Building: shall mean the building (G+4) to be constructed at the aforesaid holding over the land mentioned in the Schedule 'A' herein tinder in accordance with the sanctioned plan from the appropriate

e) Common Facilities and Amenities: Corridor. Stairways, Passage and Pathways, Front Side and Back Open Space, Overhead Tank, Water Pump and Motor, drainage pipe lines, septic tank and other facilities which may be mutually agreed upon between the parties and required for establishment, maintenance.and/or management of the building.

f) Owners' Allocation: shall mean I (one) residential flats on the Third Floor (full floor ) within the proposed multi-storied building to be constructed over the Schedule 'A' mentioned land and monetary benefit of Rs. 18,50,000/-(Rupees Eighteen Lakhs Fifty Thousand )only out of which Rs 8,00,000/=at the time of Registered Development agreement Cum Power Registration ,next RS 4,00,000/ at the time of completion of Roof Casting, on completion of 4th floor structure, and final RS 6,50,000/ at the time of Possession

g.) Developer's Allocation: shall mean total constructed area of the Proposed multi-storied building upon the Schedule 'A' mentioned land except the Owners' allocated Third Floor full floor Super Built Up areas.

e) Time for Completion: will be for 36 (thirty six) months from the date of sanction of the building plan by the konnagar Municipality

or higher authority or further period mutually extended.

2) That this agreement shall be deemed to have commenced on with effect from the day of execution of this present agreement.

3) The Developer shall develop the said property more fully described in the Schedule 'A' hereunder written by constructing a multi-storied building on it as per the building plan to be sanctioned by the konnagar Municipality . appropriate authority or higher authority .

4) The Developer shall arrange for obtaination of necessary permissions as may be required - from time to time for development of the said property at the costs and expenses of the Developer and the Developer shall be at liberty to engage engineer, architect, masons, labours etc. at its own cost and the Owners shall have no liability in this regard but the Owner shall provide her

best co-operation to the Developer.

5) The Developer shall during the construction and development of the said properly follow the laws, rules and regulations of the Government, statutory or local bodies and other concerned authority in this regard and shall complete in all suitable manners needful taste of the land with modern outlook and ensure the safety and security of the construction of the

building proposed to be constructed thereon.

6) The Owner have absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property. The Owner declare that the said property is free from all sorts of encumbrances, charges, demands, liens, attachments and lispendences of whatsoever nature and the same is not affected by any scheme or proceedings or notice for acquisition or requisition by the Central or State Government or any local body or authorities or Municipal Authority.

There is no impediment of any nature whatsoever for the Owner to entrust to the Developer herein with the development of the said property in the manner herein agreed and/or the construction of the said building as per the building plan to be sanctioned by the konnagar Municipality

Authoruty.

8) The Owners hereby confirms that they are not presently binding into any Agreement for Sale and/or Development Agreement in respect of the said property or any part or portion thereof with any person or party.



9)The Owners after execution of this Agreement shall not in any manner encumber, mortgage, sell or transfer or let out or otherwise deal with or dispose of the said property or any part or portion thereof except in the manner as hereinafter expressly provided.

10) The Owners herein declares and confirms that there is no injunction in connection with any suit or other legal proceedings concerning or relating to the said property of the Owners pending or instituted in any Court of Law, which may prevent the Owners to execute this agreement with the present Developer.

II) That during demolition or construction, if any accident occurs, the Developer will be solely responsible for the same and the Owner shall not

have any responsibility in this regard.

12) That within 7 (seven) days from the date of execution of this Agreement the Owner shall give all facilities to the Developer for entry, peaceful and vacant possession of the said property for the purpose of carrying out demolition and/or implementation and/or construction of the building in the said property in terms of this Agreement.

13) The Owners herein empower and give absolute liberty to the Developer herein to demolish the existing structure in the said property at the costs and expenses of the Developer and the Owners shall never raise any objection thereto. The Developer shall have the right to receive the sale proceeds of the materials of the said demolished structure

14) The Owner shall not do or cause to be done any act, deed, thing or matter nor permit any one to do any act, deed or matter which may in any manner cause obstruction and/or interference in the development of the said property and/or construction of the said multi-storied building.

15)The Developer agrees to bear all Municipal and/or other rents and taxes along-with electricity charges from the date of possession of the said property till the transfer of the flats to the intending purchaser and the Owner herein in the proposed multi-storied building to be constructed on the said property and the Owner shall liable to pay the Municipal Tax and/or other rents and taxes, if any, for the period before handing over the pl6)The Developer shall subject to force majure complete the said development and construction of the building in all respects including the Owners' Allocated portion upon the said property as per the building plan to be sanctioned by the konnagar Municipality Authoruty within 36 (thirty six) months from the date of sanction of such building plan.

ossession of the said property in favour of the Developer.

- 17) That if required the Owner shall execute Deed of Conveyance / Conveyances in respect of the undivided proportionate and impartible share or interest in the said property in favour of the Developer and/or intending Purchaser/Purchasers to be nominated by the Developer of flat/flats, carparking space/spaces and shop/shops forming part or portion of the building attributable to and/or in relation to such flats or saleable space.
- 18) The Developer is 'hereby authorized and empowered by the Owner at all times during subsistence of this Agreement in relation to the said construction work so far as may be necessary to apply and obtain temporary and permanent connection of water, electricity and/or gas to the building and other facilities required for construction of the said proposed multistoried building.
- 19) The Owners shall not do any acts, deeds or things whereby the Developer shall be prevented from construction and completion .of the said building and shall render all co-operation and assistance to the Developer as may be required from time to time for the purpose of construction and completion of the building on the said property including sanction, extension and/or revised building plan of the local konnagar Municipality Authoruty.
- **20)That** all the original documents of title including Title Deeds, Porcha, **Municipal** Tax Receipt, Khajna receipt etc. in respect of the said property as described in the Schedule 'A' hereunder written shall always be kept harmless in the custody of the Developer.
- **21)The Developer** shall be entitled to put its Sign Board on the said property describing its name, address and other particulars and also shall have right to advertise in media for self-publicity and sale of flats, shops and car-parking spaces.
- 22) That after completion of the said proposed multi-storied building the Developer shall handover the Owners Allocated Flats within 36 (thirty six) months from the date of sanction of building plan by the Municipal Authority.
- 23) That the Developer shall at its own cost provide one tenanted residential accommodation in favour of the Owners herein from the date of vacating of the Schedule 'A' mentioned property till handling over possession of the Owners Allocated area.



24)To facilitate the uninterrupted construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need and seek the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been framed herein, the Owners hereby undertake to do all stick deeds, matters and things and the Owners shall execute any such additional authorization as may be required by the Developer for this purpose and the Owners also undertake to sign and execute all such additional applications and other documents.

25) It is to be mentioned that through this present agreement the Developer shall not obtain any title over the Schedule 'A' mentioned property but the Developer shall transfer the Developer's Allocation mentioned hereinabove through General Power of Attorney and in this respect the Owners shall not raise objection.

26) In the event of undivided and undemarcated property the property is amalgamated with other property entire over which the building would be built up, all the Owners shall have to partition their share by registering proper instrument to become the Owners of the separated property within the building to be built by this agreement.

27. That the Developer shall have no right to sell the Owners' Allocated area.

We, 1. SRI PROSENJIT MAJUMDAR, Son of Late Pradyot Kumar Mazumdar, PAN NO: ANAPM6649L, Aadhaar No.9697 0487 6827, by occupation-Service,. 2. SMT KAKOLI MAJUMDAR W/O Sri Prosenjit Majumdar PAN NO.AQJPM4898D Aadhaar No. 5348 9698 5716, by occupation-Housewife Both Residing at 79,Rammohan Place P.O.Konnagar, P.S. Uttarpara, Dist:HooghlyPin-712235, West-Bengal ......hereinafter called and referred to as the OWNERS SEND GREETINGS.

NOW KNOW BY THESE PRESENTS that We doth hereby nominate constitute and appoint "AG CONSTRUCTION" PAN ABUFA9584G. in Principal place of business situated at 25/C/1, Bancharam Mitra Lane, P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235 represented by its Partners namely-----



1. SHRI GOPAL AGARWAL, PAN: AVZPA0192R, Aadhaar No. 6700 3922 0663 son of Late Parameswar Lal Agarwal, by faith Hindu, by occupation-Business, residing Permanently---at "SHYAM-KUNJ" 5A ,on Fifth Floor, P.O.Barabahera, P.S. Uttarpara ,Dist: Hooghly Pin 712246,(W.B),

2. SHRI NIKHILESH GHOSH, PAN — ADSPG6049E, Aadhaar No.ADSPG6049E ,Son of Late Santosh Chandra Ghosh, by faith Hindu, by occupation-Business, residing Permanently at 23, Matilal Mukherjee Garden Lane,

P.O. Konnagar, P.S. Uttarpara, Dist-Hooghly, Pin-712235, (W.B.),

3. SHRI DEEPAK KUMAR AGARWAL, PAN — BHCPA2931C, Aadhaar No. 4466 6850 9563 son of Shri Mahendra Kumar Agarwal, by faith Hindu, by occupation Business, residing Permanently at "SHYAM -KUNJ" 5A, on Fifth Floor,, P.O. Barabahera, P.S.-Uttarpara, Dist: Hooghly Pin 712246,(W.B) ,hereinafter called and referred to as the "DEVELOPER" as OUR true and lawful Attorney and Agent for us, in our name and on our behalf, to execute and perform all or any of the following acts, deeds, matters and things as mentioned hereinafter.

A. To pay all rents, taxes, charges, expenses and other outgoings whatsoever 'payable for and on behalf of the said property or. any part thereof.

To appear and represent us before all authorities including those under the konnagar Municipality and Government Department and/or Officers and also all other State, Executive, Judicial or quasi-judicial authorities for having the mutation if necessary, effected in all public records and with all authorities and/or persons and for fixation and finalization of are annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents including building plan and to do all other acts, deeds and things as our said Attorney may deem it fit and proper.

B. To appear and to sign and represent me before any Notary Public, Registrar of Assurances, District Sub-Registrar, Additional District Sub-Registrar and other officer or officers or Authorities having jurisdiction and to execute, present for registration and to acknowledge and register or have registered and perfected all deeds, instruments and writings which shall be executed and signed by my said Attorney in any manner concerning different units of the Developer's Allocation of the proposed multi storied building to be constructed over the said property.

- C. To commence, prosecute, enforce, defend, answer and oppose all actions and other proceedings and demands touching any of the matters concerning the said property or any part thereof including those relating to acquisition and/or requisition and/or tenancies and if thought fit to compromise, settle, refer to arbitration, abandon, submit to judgement or in any such action, or proceeding as aforesaid before any Court, Civil .or .Criminal or Revenue, including the Rent
- D. To sign in any agreement for sale and in such other document relating to the said property and to take earnest money/advance and/or part or full consideration money and also to sign in the Sale Deed, Lease Deed or any other transfer documents on my behalf in respect of Developer's
- E. To sign, declare and/or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vakalatnama, warrant, Memorandum of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
- F. To pay all outgoings, including panchayet Tax, Urban Tax, Rent, Revenue, electricity and Other Charges whatsoever, payable tax and on account of the said property and receive refunds and other moneys.
- G. To receive or accept consideration money or sell proceeds as arising out of and/or in connection of disposal or transfer of Developer's Allocation of the proposed multi-storied building to be constructed over the said property mentioned in the Schedule 'A' written herein below.

AND WHEREAS the said Attorney shall have the power to do all such other acts, deeds and things relating to the said property, in all manners whatsoever, on our behalf as we could have lawfully done, if personally

We do hereby undertake and agree to ratify and confirm all acts, deeds things and matters and whatsoever and look after and the aforesaid acts for same immovable property my attorney shall lawfully do or purport to do or cause to be done or executed by virtue of the Deed of Power of Attorney

# SCHEDULE 'A' ABOVE REFERRED TO

(Description of the entire Property Purchase by deceased Prodyut Kumar Majumdar by two different deeds i.e. a registered Deed of Sale, duly incorporated in Book No.I, volume no.42, pages from 177 to 181, being Deed No. 3172 for the year 1969 of the office of Sub-Registrar, Serampore, Hooghly on 13.06.1969 area 2Katha 17 Sq.ft & a registered Deed of Sale, duly recorded in Book No. I, volume no.42, pages from 296 to 307, being Deed No.1748 for the year 1982 of D.S.R. II, District-Hooghly area OKatha8 Chittak 8 Sq.ft\_)



**ALL THAT** piece and portion. of Bastu Land measuring land area more or less 2 (two) Cottah OS (cight) Chittacks 25 (twenty five) Sq. Ft, together with building standing thereon, measuring1300 Sq.ft lying in Mouza Konnagar, J.L. No. 7, comprised in R.S. Dag No 1851 under R.S. Khatian No. 4376, corresponding to L.R. Dag 3453 & L.R Khatian 4533/1 being holding no. 79 Rammohan Place . within the ambit of the KONNAGAR MUNICIPALITY, P.O.Konnagar, P.S.-Uttarpara, A.D.S.R .Uttarpara , District -Hooghly, PIN - 712235, together with all easement rights attached thereto.

The property butted and bounded by

: Property of Amit Roy ON THE NORTH : Property of Sambhu Roy ON THE SOUTH : Land of Nemai Goswami . ON THE EAST : 12' Municipal Road ON THE WEST

THE SCHEDULE "A1" ABOVE REFERRED TO (Description of the entire Property of Smt Kakoli Majumdar

Ground floor as ownership )

ALL THAT piece and parcel of Bastu land (SCHEDULE A-1 PROPERTY) measuring land area more or less 02 Cottahs 00 Chattaks 017 sq. ft. more or less under which 650 Sq.ft Covered Area or 780 Sq.ft S.B. Areas or proportionate share of land on which building standing thereon )at Mouza -Konnagar, J.L. No. 7, in R.S. Dag No 1851 under R.S. Khatian No. 4376, corresponding to L.R Dag 3453 & L.R Khatian 4533/1 being holding no 79/A Rammohan Place within the ambit of the KONNAGAR MUNICIPALITY, P.O.KonnagarP.S.Uttarpara, District-Hooghly, Pin712 2 3 5, , within the ambit of Konnagar Municipality under P.S. Uttarpara, District -Hooghly, Pin-712235, together with all easement rights attached thereto, in the state of West-Bengal.

THE SCHEDULE "A2" ABOVE REFERRED TO (Description of the entire Property of Smt Kakoli Majumdar Ground floor vacant Land )

ALL THAT piece and parcel of Bastu Land (SCHEDULE A-2 PROPERTY) measuring more or less measuring about 00 Cottahs 04 Chattaks 04 sq. ft more or less along with 100 Sq.ft R.T.Shed Standing measuring lying at Mouza -Konnagar, J.L. No. 7, comprised in R.S. Dag Nos.2201 under R.S. Khatian No.4376, Corresponding to L.R. DagNo.4533/1, L.R.Khatian No.4533/1, being holding no N-79/A, Rammohan Place P.O. Konnagar P.S. Uttarpara, District-Hooghly, Pin-712235, within the ambit of Konnagar Municipality under P.S. Uttarpara, District - Hooghly, Pin-712235 together with all easement rights attached thereto, together with all easement rights attached thereto, in the state of West-Bengal.

(15)THE SCHEDULE "A3" ABOVE REFERRED TO

(Description of the entire Property of Sri Prosenjit Majumdar,) ALL THAT piece and parcel of Bastu Land (SCHEDULE A-2 PROPERTY) measuring more or less measuring about 2Katha 17 Sq.ft sq. ft more or less along with two storied R.C.C Construction Standing measuring 650 Sq. ft covered area on each in each floor standing there on, out of which first floor measuring 780 Sq.ft S.B. Areas with proportionate share of land on which building standing thereon lying at Mouza -Konnagar, J.L. No. 7, comprised in R.S. Dag No 1851 under R.S. Khatian No. 4376, corresponding to L.R Dag 3453 & L.R Khatian 4533/1 being holding 79 Rammohan Place Within the ambit of the KONNAGAR MUNICIPALITY P.O. Konnagar P.S. Uttarpara, District-Hooghly, Pin-712235, within the ambit of Konnagar Municipality under P.S. Uttarpara, District - Hooghly, Pin-712235 together with all easement rights attached thereto, together with all easement rights attached thereto, in the state of West-Bengal.

The Standard Specification for Flat is mentioned herein under:

: R.C.C. Foundation and Frame Structure from FOUNDATION

Ground to Top Floor

: 8" good quality brick walls in the external face. 5" 2. BRICKWORK

And 3" walls internally.

: Marble flooring with 6" skirting on all sides. FLOOR

: Finished with, Plaster of Paris. 4. WALLS : Main Door : Wooden, Toilet : PVC. 5. DOORS

Others: Commercial Flash Door.

: Aluminium sliding channel window fitted with glass 6. WINDOWS

and M.S. Grill.

: Kitchen will be provided with Marble flooring sand 7. KITCHEN

Black Stone Cooking Platform with Glazed tiles upto 2' height from the platform with stainless steel sink.

: Will be provided Marble flooring and Glazed tiles 8. TOILET

Upto 6' height with skating and Western commode.

: Total 20 Points (including A.C., Geyser, Chimney 9. ELECTRICITY

point).

: Twenty-four hours supply through 6 Nos. water 10. WATER SUPPLY

: One White Basin will be provided in the Dining. 11. BASIN

: One Common Lift shall be provided. 12. LIFT

Extra payment shall be paid in advance for any extra work other than standard specification mentioned hereinabove

	SIGNED,	ereto have set and subscribed ay, month and year first above  Pasky, /- Mydy
	In presence of :-	× .
	WITNESSES:	Kakoh Majimdar
	1. 1. 10/2/10 3	- sthe OWNER
	1. Vilushishekaria	AG CONSTRUCTION
102	Miller Sen Street	Contagoron
,	64 Kornagor	- MEGUSW.
	Hooging	Dupak Kumar Agawal
	2.	Signature of the DEVELOPERS
	Manalisa Chakratory	AG CONSTRUCTION
	Monalisa Chakraborty Konnagar	Com Agrison
		- MESMEN
		Dupak kuma Ajawal
		Dupak kuma my
	9	

Signature of the ATTORNEY HOLDER

Drafted by me

Debashish Chakraborty

64 Surya Sen Street, P.O. Konnagar

P.S.Uttarpara, Dist: Hooghly, M9830391556

Contd....P/17

Debashish Chakraborty

# **MEMO OF CONSIDERATION**

RECEIVED of and from the within named within Developer mentioned sum of

8,00,000/-(Rupees Eight Lakhs)) only being the consideration amount, in full as per Memo written herein

below.

(Rupees Eight Lakhs) only

Rs. 8,00,000/-

# **MEMO**

SI. No. Particulars  1. Paid by cheque No. 27. 894	
101111	,000/-
Idbi bank, Komagar,	

Prosigi + Anjuly

Kakali Majumdar

Drafted & Composed by ma

Debashish Chakraborty

ADVOCATE

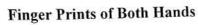
REGISTRATION NO.W.B.708/1999

Email I.D- advocatechakraborty.debasish@gmail.com 64 Surya Sen Street, P.O. Konnagar P.S. Uttarpara, Dist: Hooghly,

M9830391556& 8910638247

Debashish Chakraborty Reg. 1- 0 18.708/1999 Hoocato Color Surya Son Street .... Dist. - Hooghly in - 712235 : Candilo :- 9830391556

Debashish Chakraborty Reg. 1- 01.08. 708/1999 Hadrocato 64, Surya Son Strock P.O. - Konnagar, Dist. - Hospily Pin - 712235 Mobile 1- 9830391556







Kakoh Majumdan







# Major Information of the Deed

No I Year	I-0621-05779/2021	Date of Registration	00/44/000			
645	0621-2002261396/2021 30/10/2021 9:24:56 PM	Office where deed is registered				
other Details	other Details  DEBASHISH CHAKRABORTY		0621-2002261396/2021 Y			
Transaction	WEST BENGAL, PIN - 712235, M	lobile No. : 9830391556, Statu	arpara, District : Hooghly			
[0110] Sale, Development A	Agreement or Construction	Additional Transaction				
agreement Set Forth value	Section Construction	[4002] Power of Attorney, General Power of Attorney [Rs: 0/-1, [4311] Other than Improved				
Rs. 2/-		r toperty, Receipt [Rs : 3	,50,000/-]			
		Market Value				
Stampduty Paid(SD)	The state of the s	Rs. 21,56,874/-				
Rs. 5,051/- (Article:48(g))	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Registration Fee Paid				
Remarks	Received Rs. 50/- (FIFTY only)	Rs. 3,514/- (Article:E, E, B)  nly) from the applicant for issuing the assement slip.(Urba				

# Land Details:

District: Hooghly, P.S:- Uttarpara, Municipality: KONNAGAR, Road: Ram Mohan Place, Mouza: Konnagar, , Holding No:78 JI No: 7, Pin Code: 712235

Sch No	Number	Khatian Number	Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
	LR-3452 (RS :- )	LR-546/1	Bastu	Bastu	1 Katha 14 Chatak 20 Sq Ft	1/-	9,41,874/-	Property is on Road Adjacent to Metal Road.
	Grand	Total:			3.1396Dec	1/-	9,41,874 /-	

# Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	1800 Sq Ft.	1/-	description of the second	Structure Type: Structure

Gr. Floor, Area of floor: 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 850 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor: 250 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total:	1800 sq ft	1/-	42.45.000
			12.15.000 /-

address, Photo, Finger print and Signature

67/A/9, Haran Chandra Banerjee Lane, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx0C, Aadhaar No Not Provided by UIDAI, Status: Individual, Executed by: Self, Date of Execution: 02/11/2021

, Admitted by: Self, Date of Admission: 02/11/2021 ,Place: Office

## Developer Details :

Name, Address, Photo, Finger print and Signature

1 A G CONSTRUCTION

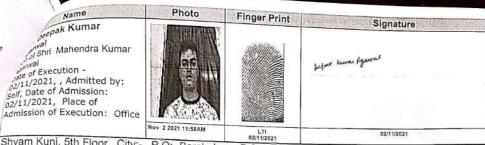
A G CONSTRUCTION

25/C/1 Bancharam Mitra Lane, City:- Konnagar, P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235, PAN No.:: ABxxxxxx4G,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

0	Name, Address, Photo, Finger print and Signature		Contract and the second second second	10 (a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c
1	Name	Photo	Finger Print	Signature
	Shri Gopal Agarwal Son of Late Parameswar Lal Agarwal Date of Execution - 02/11/2021, Admitted by: Self, Date of Admission: 02/11/2021, Place of Admission of Execution: Office			Configural
	Admission of Execution. Office	Nov 2 2021 11:56AM	LTI 02/11/2021	02/11/2021

Shyam Kunj, 5th Floor,, City:-, P.O:- Barabahera, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712246, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVxxxxxx2R, Aadhaar No: 67xxxxxxxx0663 Status: Representative, Representative of: A G CONSTRUCTION (as Partner)



Shyam Kunj, 5th Floor,, City:-, P.O:- Barabahera, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712246, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BHxxxxxxx1C, Aadhaar No: 44xxxxxxxx9563 Status: Representative, Representative of: A G

Name	Photo	Finger Print	Signature
Shri Nikhilesh Ghosh Son of Late Santosh Chandra Ghosh Date of Execution - 02/11/2021, Admitted by: Self, Date of Admission: 02/11/2021, Place of Admission of Execution: Office	J.B.		-Megwey-
	Nov 2 2021 11:57AM	LTI 02/11/2021	02/11/2021

23, Matilal Mukherjee Garden Lane, City:- , P.O:- Konnagar, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712235, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx9E, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: A G CONSTRUCTION (as Partner)

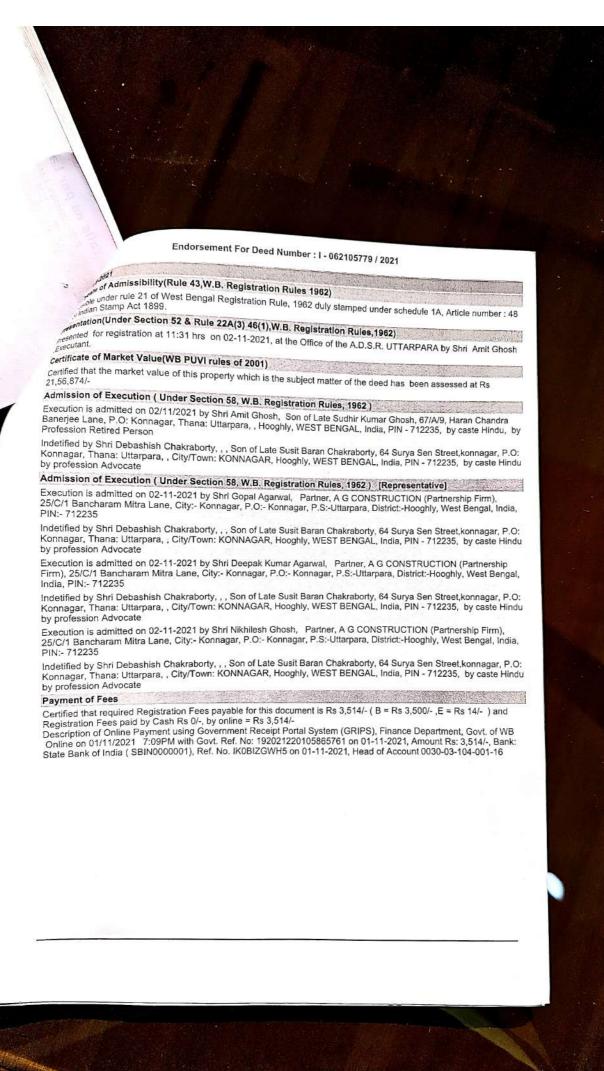
# Identifier Details: Name Shri Debashish Chakraborty Son of Late Susit Baran Chakraborty 64 Surya Sen Street, konnagar, P. O:- Konnagar, P. O

Trans	Transfer of property for L1					
SI.No	From	To. with area (Name-Area)				
1	Shri Amit Ghosh	A G CONSTRUCTION-3.13958 Dec				
Trans	fer of property for S	1				
SI.No	From	To. with area (Name-Area)				
1	Shri Amit Ghosh	A G CONSTRUCTION-1800.00000000 Sq Ft				

Ils as per Land Record

P.S.- Uttarpara, Municipality: KONNAGAR, Road: Ram Mohan Place, Mouza: Konnagar, , Holding

Owner name in English	Shri Amit Ghosh	
Details Of Land	Owner:অমিভ ঘোষ, Gurdian:সুধীর কুমার ঘোষ, Address:নিজ , Classification:বাজ, Area:0.03100000 Acre,	
Number	LR Plot No:- 3452, LR Khatian No:- 546/1	



stamp Duty

mal required Stamp Duty payable for this document is Rs. 5,051/- and Stamp Duty paid by Stamp Rs 500/-, by

Rs 4,551/
Manp: Type: Court Fees, Amount: Rs.10/
Stamp: Type: Impressed, Serial no L564527, Amount: Rs.500/-, Date of Purchase: 22/06/2021, Vendor name: A N

Janguly

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 01/11/2021 7:09PM with Govt. Ref. No: 192021220105865761 on 01-11-2021, Amount Rs: 4,551/-, Bank:

State Bank of India (SBIN0000001), Ref. No. IKOBIZGWH5 on 01-11-2021, Head of Account 0030-02-103-003-02

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. UTTARPARA

Hooghly, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0621-2021, Page from 209242 to 209278 being No 062105779 for the year 2021.

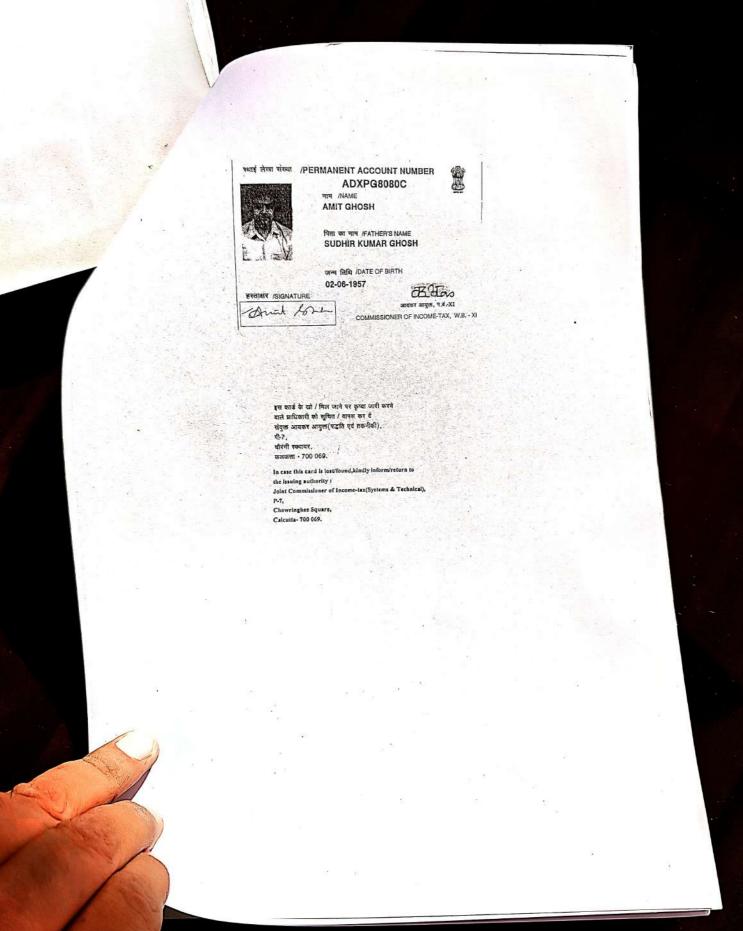


Digitally signed by Sraboni Bhattacharya Date: 2021.11.02 12:13:40 +05:30 Reason: Digital Signing of Deed.

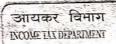
Chattacharya

(Sravani Bhattacharya) 2021/11/02 12:13:40 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. UTTARPARA West Bengal.

(This document is digitally signed.)







GOPAL AGARWAL

SUMITRA AGARWAL

09/08/1976

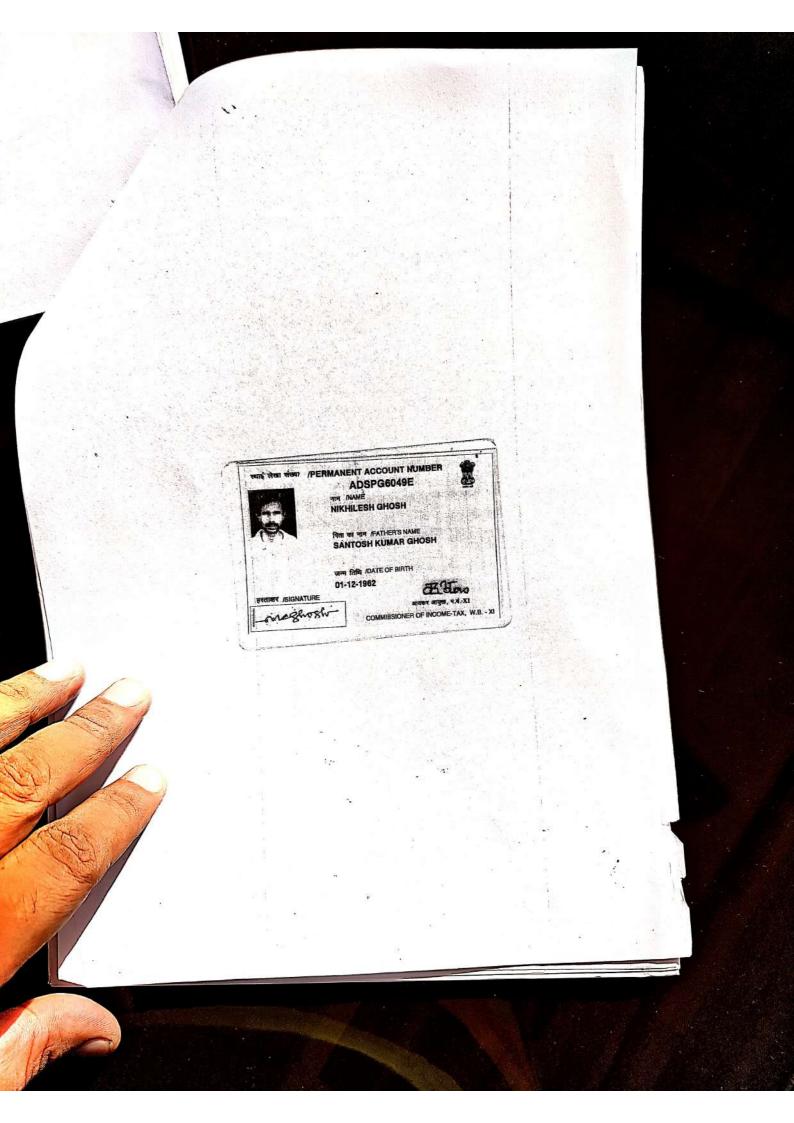
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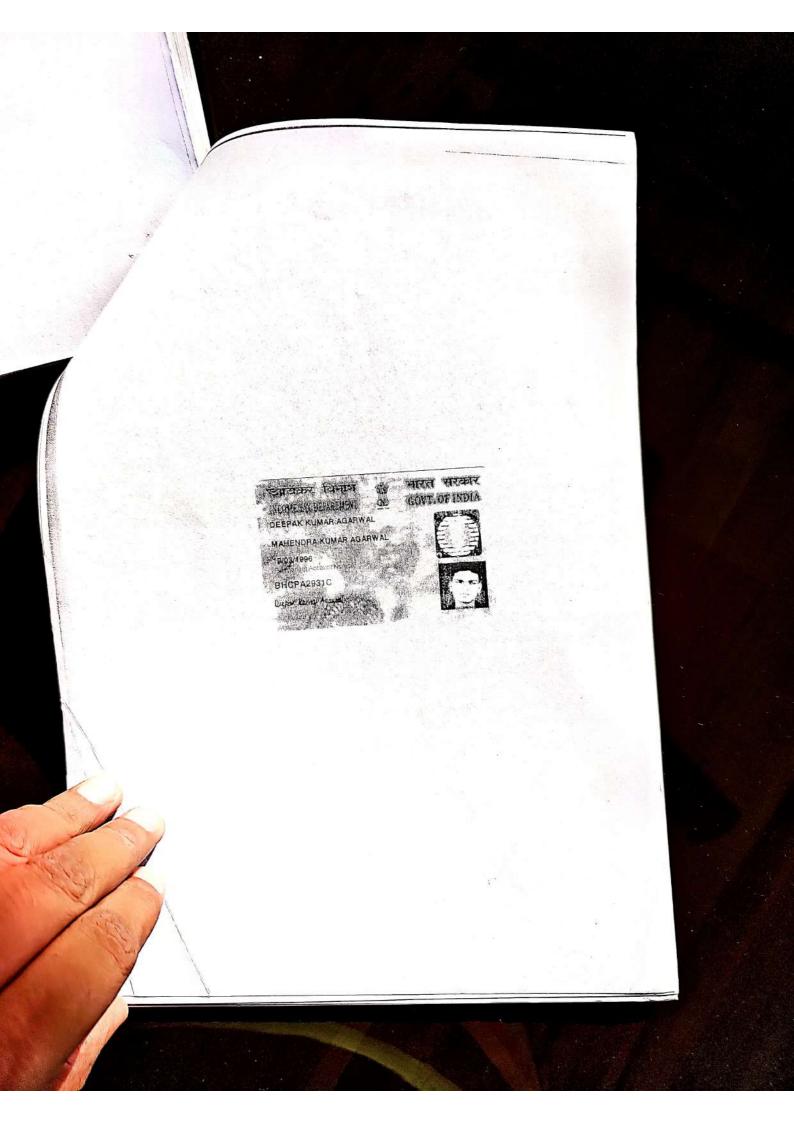
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भारत सरकार GOVI.OF,INDIA

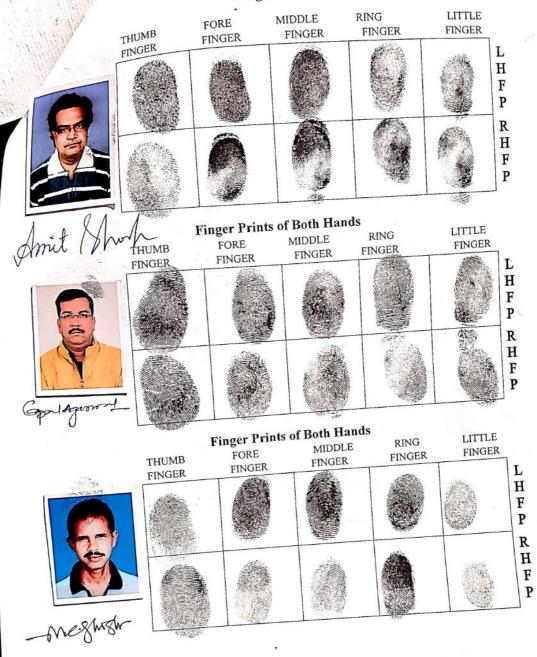








# Finger Prints of Both Hands



		Finge	er Prints of	Both Hands		
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
	FINGER					L H F P
	Vinas de la companya					R H F P
awal l	100	Finger Prin	its of Both Hai	nds	LITTLE	
	THUMB	FORE	MIDDLE FINGER	RING FINGER	FINGER	
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(19)
THE FOURTH SCHEDULE ABOVE REFFERED TO
(COMMON AREAS AND FACILITIES)

- 1. Path passages and drive ways in the premises other than those reserved by the owners for his any purpose and those meant or earmarked or intended to be reserved for parking or marked by the owner for use of any co-owner.
- 2. Staircase, lobby, roof and landings, lift.
- 3. Room and the bathroom for darwan.
- 4. Electrical installations with main switch and meter and space required therefore.
- 5. Overhead water tank and water reservoir with submarshall distribution pipes therefrom connection to different apartments/ units and from the underground water or to the building.
- 6. Water waste and sewage evacuation pipes from the apartments/ units to drain and sewers common to the building.
- 7. Drains and sewers from the building to the municipality drain.
- 8. Main gate for entrance to the premises.
- 9. Boundary wall to the premises.
- 10. Such other common areas and facilities as may be made for common purposes.

THE FIFTH SCHEDULE ABOVE REFFERED TO:-(COMMON EXPENSES)

**MAINTENANCE:** All costs and expenses for maintaining, whitewashing, pointing, repairing, repairing, renovating and replacing the common areas, machineries, equipments installations and accessories for common service, utilities and facilities (including the outside walls of the building).

**OPERATIONS:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including water pump with motor etc).

ASSOCIATION: Establishment and all other expenses of the association (including its formation) and also similar expenses of the owner or any agency looking after the common purpose until handing over the same to the association.

TAXES: Municipal and other rates , taxes and levies and all other outgoings in respect of the premises ( save those assessed separately in respect of any unit).

Continue .....p/20

Adw Adw

(20)

common utilities: Expenses for savings/supply of common facilities and utilities (including electricity, water etc.) and all charges incidental thereto.

**RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

OTHER: All other expenses and/or the Association for the common purpose.

# "SIXTH SCHEDULE" SPECIFICATION ABOVE REFERRED TO:

# The Standard Specification for Flat is mentioned herein under:

- 1. FOUNDATION : R.C.C. Foundation and Frame Structure from
- Ground to Top Floor

  2. BRICKWORK : 8" good quality brick walls in the external face. 5"
- And 3" walls internally.

  3. FLOOR : Marble flooring with 6" skirting on all sides.
- 4. WALLS : Finished with, Plaster of Paris.5. DOORS : Main Door : Wooden, Toilet : PVC.
  - Others: Commercial Flash Door. Main Door: for
- Commercial area : One Sutter.

  6. WINDOWS : Aluminium sliding channel window fitted with glass
- and M.S. Grill.

  7. KITCHEN: Kitchen will be provided with Marble flooring sand
  - Black Stone Cooking Platform with Glazed tiles upto 2' height from the platform with stainless steel sink.
- 8. **TOILET** : Will be provided Marble flooring and Glazed tiles
  Upto 6' height with skating and Western commode.
- 9. ELECTRICITY : Total 20 Points (including A.C., Geyser, Chimney
- 10. WATER SUPPLY : Twenty-four hours supply through 6 Nos. water
- 11.BASIN : One White Basin will be provided in the Dining.
- 12.LIFT : One Common Lift shall be provided.

Extra payment shall be paid in advance for any extra work other than standard specification mentioned hereinabove

Continue .....p/21

2 mil

(21)IN WITNESS WHEREOF we have set and subscribed our hand, seal and signature on this the 2 Ad day of November two thousand Twenty one (2021). SIGNED, SEALED AND DELIVERED :-In presence of: WITNESSES :-AG CONSTRUCTION Signature of the DEVELOPERS 2. Lebestgha Chakraborg 2. Konnagar Hoogly AG CONSTRUCTION Signature of the constituted Attorney bashish Chakraborty ADVOCATE REGISTRATION NO.W.B.708/1999 Email I.D. advocatechakraborty.debasish@gmail.com 64 Surya Sen Street, P.O.Konnagar, P.S.Uttarpara, MOB: 98303915568 8910638247 Debashish Chakraborty Continue ......p/22 Reg.:- W. 96: 708/1999 Hadvocato 64. Surya Son Sweet O.O. - Hongar, Dist. - Hooghly 7. - Jonnayar, 2000. - 500. Fin - 712235 Mobile :- 9830391556

(22)

# MEMO OF CONSIDERATION

RECEIVED of and from the within named within Developer mentioned sum of Rs 3,50,000/-(Rupees Three Lakhs fifty Thousand ) only being the consideration amount, in full as per Memo written herein below. Rs. 3,50,000/-(Rupees Three Lakhs fifty Thousand) only **MEMO** 

Sl. No.	Particulars		Amount
1.	Paid by cheque 135200 dated 31.10.2021 Of I.D.B.I Bank Konnagar Branch	Rs.	3,50,000/-
	TOT	AL=	3,50,000/-

Amit Much

ADVOCATE

REGISTRATION NO.W.B.708/1999

Email I.D- advocatechakraborty.debasish@gmail.com

64 Surya Sen Street, P.O. Konnagar P.S. Uttarpara, Dist: Hooghly,

M9830391556& 8910638247

Debashish Chakrabort ADVOCATE

Reg. No. W.B. 708199