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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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The signature sheets and the endorsement paper attached with this document are the part of this document.

District Sub-Registrar  
Alipore, South 24 Parganas

20/05/22

DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT FOR DEVELOPMENT made on this the 17th day of May Two Thousand and Twenty Two

*[Handwritten signature]*

BETWEEN

(1) **TAPAN GHOSH, (APN BCLPG5163J)** son of Late Maniklal Ghosh, by faith Hindu, by occupation Business, residing at 12/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, (2) **NITA DAS, (PANBCCPD6504P)** wife of Gouranga Chandra Das, by faith Hindu, by occupation Housewife, residing at 4/155, Paschim Putiyari Colony, Police Station Haridevpur, Kolkata-700041, (3) **MANJU GHOSH (PAN AYWPG4466A)** wife of Samir Ghosh, by faith Hindu, by occupation housewife, residing at 23, Chanditala Main Road, Police Station, Behala, Kolkata-700053, (4) **SAMBHIK GHOSH (PAN CNQPG1902G)** son of Late Mohit Kumar Ghosh, by faith Hindu, by occupation Service, residing at 192/13, Raybhadur Road, Police Station New Alipore, Kolkata-700053, (5) **SANDIP GHOSH (PAN BIHPG8207K)** son of Late Mohit Kumar Ghosh, by faith Hindu, by occupation Service, residing at 192/13, Raybhadur Road, Police Station New Alipore, Kolkata-700053, (6) **MADHABI GHOSH (PAN AGIPG6177C)**, daughter of Late jitendra Nath Ghosh, by faith Hindu, by occupation Housewife, residing at 20, Raicharan Ghosh Lane, Police Station Tiljala, Kolkata-700039, (7) **SOMNATH GHOSH (PANBVUPG7504H)** son of Late Anil Ghosh, by faith Hindu, by occupation Business, residing at 12/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, (8) **MINATI SINHA (EYZPS0299J)** wife of Bikash Sinha, by faith Hindu, by occupation Housewife, residing at 1025, C-7, Rabindra Abasan, Ostad Amirkhan Sarani, Police Station Haridev Pur, Kolkata-700082, (9) **SMRITIKANA GHOSH (PAN CDVPG0854B)** wife of Late Jaganath Ghosh, by faith Hindu, by occupation Housewife, residing at 6/2C, Kali Lane, Police Station Kalighat, Kolkata-700026, (10) **PAYEL GHOSH, (PAN BYUPG2551F)** daughter of Jaganath Ghosh, by faith Hindu, by occupation service residing at 6/2C, Kali Lane, Police Station Kalighat, Kolkata-700026, (11) **SUBIR KUMAR GHOSH (PANBYWPG4318L)**, son of Late Sudhir Chandra Ghosh, by faith Hindu, by occupation business, residing at 6/2C, Kali Lane, Police Station Kalighat, Kolkata-700026, (12) **PRABIR KUMAR GHOSH (PAN BBTPG5042F)** son of Late Sudhir Chandra Ghosh, by faith Hindu, by occupation business, residing at 6/2C, Kali Lane, Police Station Kalighat, Kolkata-700026, (13) **SANDHYA DEY (PAN HLRPD9583E)** wife of Sanat Dey, by faith Hindu, by occupation, residing at 25/1B, Gurupada Halder Road, Police Station Kalighat,

P.O. Kalighat, Kolkata 700026, (14) **APARNA GHOSH(PAN CFNPG1661K)** wife of Late Haru Ghosh, by faith Hindu, by occupation housewife, residing at Mahesh Tola, Bidhan Nagar, 24, Pgs(s), Pin.700066, (15) **UTTAM KUMAR GHOSH(PAN ALKPG6263C)** son of Late Rabindranath Ghosh, by faith hindu, by occupation Business, residing at 8/A, Birchand Goswami Lane,. Police Station Hatkhola, Kolkata-700005, (16) **MADHUMALA BHORE(PAN ALOPB9063H)** wife of Silendra Nath Bhore, by faith Hindu, by occupation housewife 38, Amherst street, Police Station Amherst Street, Kolkata-700006,(17) **MAMATA GHOSH(PAN ALHPG7633H)** daughter of Late Rabindranath Ghosh, by faith Hindu, by occupation spinster, residing at 8/A, Birchand Goswami Lane,. Police Station Hatkhola, Kolkata-700005, (18) **MANJU GHOSH(PAN AOSPG7904F)**,wife of Late Rabindranath Ghosh, by faith Hindu, by occupation housewife, residing at 8/A, Birchand Goswami Lane,. Police Station Hatkhola, Kolkata-700005, (19) **KABERI GHOSH(PAN ARQPG8181K)** Late Rabindranath Ghosh, by faith Hindu, by occupation housewife, residing at 10/2, Goaltali Lane, Police Station New Market, Koklkata-700013 (20) **MALA NANDI (PAN AJYPN0664J)** Late Rabindranath Ghosh, by faith Hindu, by occupation housewife, residing at 241, B.B. Ganguly street, Police Station Bowbazar, Kolkata-700012, hereinafter jointly referred to as "**OWNERS/FIRST PART**" which unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the "**ONE PART.**"

**AND**

**OMM DEVELOPERS (PAN AAHFO9245N)** a partnership firm having its registered office at 49/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, represented by its partners namely **SOUMYAJEET BOSE (PAN EEIPB 3549B)**, son of Sashi Sekhar Saha, by faith Hindu, by occupation Housewife, residing at 34, Sadananda Road, Police Station Kalighat, Kolkata-700026 **GOPA BOSE (PAN ALCPB2684A)** wife of Prasanta Bose, by faith Hindu, by occupation Business, by Nationality Indian, residing at 49/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, hereinafter called and referred to as "**DEVELOPER/SECOND PART**" which unless excluded by or repugnant to the context be deemed to mean and include her

heirs , executors, administrators, legal representatives and assigns) of the "**OTHER PART**".

**WHEREAS** said Atoremoni Ghosh became the owners by the virtue of the Bengali Sale Deed which was registered at Sub-Registrar , Alipore, 24, Parganas, recorded in Book No. I, Volume No.8, Page No.54 to 60, Being No. 411 for the year of 1947 from Annapurna Devi and Charu Chandra Chottapadhyay **ALL THAT** piece and parcel of land measuring about 2 Cottahs 12 Chittacks a little more or less which is lying and situated at 12/1, Gurupada Halder Road, Police Station Kalighat, Kolkata-700026 thereof.

**AND WHEREAS** Atoremoni Ghosh died intestate and her husband namely Bhutnath Ghosh predeceased leaving behind surviving their as follows:

- 1) Prafulla Chandra Ghosh since deceased
- 2) Bhotonath Ghosh since deceased
- 3) Santosh Ghosh since deceased
- 4) Manick Lal Ghosh since deceased
- 5) Indra Bhushab Ghosh since deceased
- 6) Jitendra Nath Ghosh since deceased
- 7) Anil Kumar Ghosh since deceased

**Two daughters**

- 1) Durga Rani Ghosh
- 2) Megha Mala Ghosh

as the legal heirs, successor and representative and joint owners of Late Atoremoni Ghosh and Bhutnath Ghosh in respect **ALL THAT** piece and parcel of land measuring about 2 Cottahs 12 Chittacks a little more or less which is lying and situated at 12/1, Gurupada Halder Road, Police Station Kalighat, within the limits of the Kolkata municipal Corporation under Ward No. 083 Kolkata-700026 thereof.

**AND WHEREAS** Prafulla Chandra Ghosh died intestate with two marriage first wife Sunanda Ghosh and second wife Ranubala Ghosh died intestate leaving behind surviving their five sons as follows:

- 1) Bila Ghosh since deceased as bachelor
- 2) Anath Ghosh since deceased
- 3) **Ajit Ghosh**
- 4) **Tarak Ghosh**
- 5) **Amit Ghosh**

Three daughters

- 1) **Mukti Ghosh**
- 2) **Ila Ghosh**
- 3) Krishna Ghosh since deceased as the legal heirs, successor and joint owners representative of Late Prafulla Chandra Ghosh and Sunanda Ghosh in respect **ALL THAT** piece and parcel of land

measuring about 2 Cottahs 12 Chittacks a little more or less which is lying and situated at 12/1, Gurupada Halder Road, Police Station Kalighat, within the limits of the Kolkata municipal Corporation under Ward No. 083 Kolkata-700026 thereof.

**AND WHEREAS** Bila Ghosh died intestate as bachelor leaving behind surviving his legal heirs as follows:

Four brathers:

- 1) Anath Ghosh since deceased
- 2) **Ajit Ghosh**
- 3) **Tarak Ghosh**
- 4) **Amit Ghosh**

Three sisters

- 4) **Mukti Ghosh**
- 5) **Ila Ghosh**
- 6) Krishna Ghosh since deceased

as the legal heirs, successor and joint owners representative of Late Bila Ghosh in respect **ALL THAT** piece and parcel of land measuring about 2 Cottahs 12 Chittacks a little more or less which is lying and situated at 12/1, Gurupada Halder Road, Police Station Kalighat, within the limits of the Kolkata municipal Corporation under Ward No. 083 Kolkata-700026 thereof.

**AND WHEREAS** Anath Ghosh died intestate and his wife Sunanda Ghosh died intestate leaving behind surviving their only daughter as the as the legal heirs, successor and joint owners representative of Late 'Anath Ghosh and Sunanda Ghosh in respect **ALL THAT** piece and parcel of land measuring about 2 Cottahs 12 Chittacks a little more or less which is lying and situated at 12/1, Gurupada Halder Road, Police Station Kalighat, within the limits of the Kolkata municipal Corporation under Ward No. 083 Kolkata-700026 thereof.

**AND WHEREAS** Krishna Ghosh died intestate and her husband Anil Ghosh died intestate leaving behind surviving their legal heirs as follows:

And son and daughter

- 1) **Atanu Ghosh**
- 2) **Antara Ghosh**

as the legal heirs, successor and joint owners representative of Late Krishna Ghosh and Late Anil Ghosh in respect **ALL THAT** piece and parcel of land measuring about 2 Cottahs 12 Chittacks a little more or less which is lying and situated at 12/1, Gurupada Halder Road, Police Station Kalighat, within the limits of the Kolkata municipal Corporation under Ward No. 083 Kolkata-700026 thereof.

**AND WHEREAS** Santosh Ghosh died intestate on and his wife Bimala Ghosh died intestate leaving surviving their one sons Malay Ghosh and one daughters Mridula Ghosh legalheirs as the legal heirs, successor and joint owners representative of Late Santosh Ghosh and Bimala Ghosh in respect **ALL THAT** piece and parcel of land measuring about 2 Cottahs 12 Chittacks a little more or less which is lying and situated at 12/1, Gurupada Halder Road, Police Station Kalighat, within the limits of the Kolkata municipal Corporation under Ward No. 083 Kolkata-700026 thereof

**AND WHEREAS** Malay Ghosh died intestate leaving behind surviving his legal heirs as follows:-

- 1) **Chhabi Ghosh (wife)**
- 2) **Mohua Ghosh (daughter)**

as the legal heirs, successor and joint owners representative of Late Santosh Ghosh and Bimala Ghosh in respect **ALL THAT** piece and parcel of land measuring about 2 Cottahs 12 Chittacks a little more or less which is lying and situated at 12/1, Gurupada Halder Road, Police Station Kalighat, within the limits of the Kolkata municipal Corporation under Ward No. 083 Kolkata-700026 thereof.

**AND WHEREAS** Mridula Ghosh died intestate and her husband Sibrabata Ghosh predeceased leaving behind surviving their only one son **Saptarshi Ghosh** as the as the legal heirs, successor and joint owners representative of Late Mridula Ghosh and Sibrabata Ghosh.

**AND WHEREAS** Manicklal Ghosh died intestate on and his wife Fullara Ghosh died intestate leaving behind surviving theirs one son **Tapan Ghosh** and one daughter **Nita Das** as the legalheirs, successor and representative of Late legalheirs Manicklal Ghosh and Fullara Ghosh.

**AND WHEREAS** Indu Bhushan Ghosh died intestate and his wife Tarulata Ghosh died intestate leaving behind surviving their only one son Samir Ghosh as the legal heirs, successor and joint owners representative of Late Indu Bhushan Ghosh and Tarulata Ghosh.

**AND WHEREAS** said Samir Ghosh died intestate as issue less leaving behind surviving his wife **Manju Ghosh** as the legal heirs, successor and joint owners representative of Late Samir Ghosh.

**AND WHEREAS** Jitendra Ghosh died intestate and his wife Kanaklata Ghosh died intestate leaving behind surviving their only one son Mohit Ghosh as the legal heirs, successor and joint owners representative of Late Jitendra Ghosh and Kanaklata Ghosh.

**AND WHEREAS** said Mohit Ghosh died intestate and his wife Satarupa Ghosh died intestate leaving behind surviving their legal heirs as follows:-

- 1) **Sandeep Ghosh (son)**
- 2) **Sambiak Ghosh (son)**
- 3) **Madhabi Ghosh(daughter)**

as the legal heirs, successor and joint owners representative of Late Mohit Ghosh and Late Satarupa Ghosh.

**AND WHEREAS** Anil Kumar Ghosh died intestate and his wife Rekha Ghosh died intestate behind surviving theirs one son **Somnath Ghosh** and one daughter **Minati Ghosh** as the legal heirs, successor and joint owners representative of Late Anil Kumar Ghosh and Late Rekha Ghosh.

**AND WHEREAS** Durga Moni Ghosh died intestate and her husband Sudhir Chandra Ghosh died intestate leaving behind surviving their legalheirs as follows:-

- 1) Jagannath Ghosh (son)
- 2) **Subir Kumar Ghosh**(son)
- 3) **Prabir Kumar Ghosh** (son)
- 4) **Jharna Ghosh**(daughter)
- 5) **Shanti Ghosh**(daughter)
- 6) **Sandhya Ghosh**(daughter)
- 7) **Aparna Ghosh**(daughter)

as the legal heirs, successor and joint owners representative of Late Durga Moni Ghosh and Late Sudhir Chandra Ghosh.

- 8) **AND WHEREAS** Jharna Ghosh died intestate as bachelor and Shanti Ghosh died intestate as bachelor leaving behind surviving their three brothers Jagannath Ghosh, Subir Kumar Ghosh, Prabir Kumar Ghosh and two sisters Sandhya Ghosh, Aparna Ghosh as the legalheirs, successor of Late Jharna Ghosh and Shanti Ghosh.

**AND WHEREAS** Jaganath Ghosh died intestate leaving behind surviving his wife **Smiritikana Ghosh** and one daughter **Payel Ghosh** as the legal heirs, successor and joint owners representative of Late Jaganath Ghosh

**AND WHEREAS** Meghamala Ghosh died intestate and her husband Rabindra Nath Ghosh died intestate leaving behind surviving theirs legalheirs as follows:-

- 1) **Uttam Kumar Ghosh**(son)
- 2) **Madhumala Bhore**(daughter)
- 3) **Mamata Ghosh**(daughter)
- 4) **Manju Ghosh**(daughter)
- 5) **Mala Nandi**(daughter)
- 6) **Kabari Ghoah**(daughter)

as the legal heirs, successor and joint owners representative of Late Meghamala Ghosh and Late Rabindra Nath Ghosh.

**AND WHEREAS** by the virtue of the Deed of conveyance which was registered at D.S.R. IV recorded in Book No. I, Volume No/603 Being ..... for the year of 2022 said Ila Ghosh has already sold out her undivided 1/56<sup>th</sup> share i.e 36.16sq.ft. more or less in favour SASHI SEKHAR SAHA thereof.

**AND WHEREAS** the owners/first part herein with a view to exploit the said land and structure in profitable manner made a proposal to the Developer for formulating a scheme for development of the said HOLDING described in the SCHEDULE A herein under written and construct a multi storied residential building consisting several self contained ownership flats, and after demolishing the existing old structures thereon and after careful consideration of the owners and the developers have become satisfy about the benefits and advantages arising out of the said construction the developer has agreed to construct the said new building on the said premises of the owners in pursuance of this agreement on certain terms and conditions mentioned hereunder.

#### **ARTICLE-1 DEFINITION**

- A. IN THIS AGREEMENT** unless it be contrary or repugnant to the subject or context the words and expression shall mean:
1. **Owners shall mean:** the owners namely above mentioned named and their legal heirs, executors, administrators, administrators, legal representatives and / or assigns.
  2. **Developer shall mean:** the developer above named **OMM DEVELOPER** a partnership firm having its registered office at having office at 49/1 Gurupada Halder Road, Kolkata 700026.
  3. **SAID PREMISES:** shall mean the Premises No. 12/1, Gurupada Halder Road, Kolkata- 700026, within the local limits of K.M.C. being Ward No. 83 under the jurisdiction of Kalighat P.S. under ADSR and DSR 1 at Alipore measuring 2 Cottah 12 Chittaks 00 sq. ft. together with structure and other which is morefully and particularly described as SCHEDULE A in the district of south 24 Parganas.
  4. **THE PROPOSED BUILDING** shall mean the building proposed to be constructed at the said premises of the Owner/First part of the concerning Authority of the said jurisdiction.



5. **OWNERS ALLOCATION:** Shall mean undivided 3/4<sup>th</sup> share i.e.857.25 out of 1143sq.ft. of the said proposed newly constructed building **Rs.60,00,000/-(Rupees Sixty Lakhs)** only as the refundable money together with undivided proportionate share of land of the proposed multi storied building at the said scheduled land will be allocated share proportionately at the time of the execution of this agreement Developer shall pay Rs. 6, 00,000/-(Rupees Six Lakhs) only.
6. **DEVELOPERS ALLOCATION:** Shall mean remaining portion of the said proposed newly constructed building after delivering the owners allocation of the said Premises in respectively and the proportionate common spaces.
7. **PROVISION :** Shall mean that the owners of the said premises in above mentioned hereby give their consent to construct a good looking building therein.
8. **ARCHITECT/LICENSED BUILDING SURVEYOR:** shall mean any such qualified architect or architects/building surveyor as may be appointed/nominated by the developer from time to time for the project at the said premises.
9. **TIME:** The building shall be constructed and to be completed within 18<sup>th</sup> months + 6 months extension(race period) from the date of obtaining sanctioned building plan from the Kolkata Municipal Corporation of the said land and premises subject to any delay due to force majeure.
10. **FORCE MAJEURE:** shall mean and include an event preventing either party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control

of either Party) or any relevant Government or Court orders.

11. **TRANSFER:** with its grammatical variation shall include transfer by a possession and by any other means adopted for effecting what is understood as a transferred of space in the newly constructed building to the intending purchaser(s) thereof.
12. **TRANSFeree:** Shall mean a person, persons firm, association to whom can space in the said newly proposed building at the said newly proposed building at the said premises to be transferred by virtue of these presents.
13. **THE OWNERS ALLOCATION OF THE PROPOSED BUILDING:** shall mean and include **ALL THAT** piece and parcel of undivided 3/4<sup>th</sup> share i.e.857.25 out of 1143sq.ft. of flat super built up together with undivided proportionate share of land of the proposed G+4 building at the said scheduled land **Rs.60,00,000/- (Rupees Sixty Lakhs)** only as the refundable money together with undivided proportionate share of land of the proposed multi storied building at the said scheduled land will be allocated share proportionately at the time of the execution of this agreement Developer shall pay Rs. 6, 00,000/- (Rupees Six Lakhs) only.
14. **THE DEVELOPERS ALLOCATION:** of the proposed building shall mean and include the rest of the remaining portion ( after delivery of owners allocation) from total F.A.R. of the said proposed building plan to be sanctioned by the concerning authority of Kolkata Municipal Corporation.
15. **COMMON PORTION:** shall mean and include roof terrace passage corridors, staircase, common lavatories, pump room, over head tank, water and other facilities which will be provided by the Developer which have been set out in the Schedule Premises hereunder written and the area required for establishment, location, enjoyment provisions and / or management of the building.
16. **SALABLE SPACE:** shall mean and include the space of the developers allocation in the newly proposed building which is available for independent use and occupation after making due provisions for common facilities and the space required therefore.

**COMMENCEMEN**

The agreement shall be in force from the date of signing this agreement and shall remain in force for a period of 24 months plus grace period from the date of obtaining sanctioned building plan by the owners to the Developer but time may be extended in case of the force major. Time in respect shall be the essence of contract.

This agreement shall cease to operate earlier than the aforesaid period in the event of complete transfer of all the allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the owners allocations.

**THE OWNERS RIGHT & REPRESENTATION:-**

- A. That the owner is/are the full and absolute joint owners of the said Premises free from all encumbrances as free simple in possession.
- B. Save and except as herein before mentioned, the said premises is free from all encumbrances and the owners have a marketable title in respect of the said premises.
- C. The owner shall deliver or hand over all original documents relating to the said property which are in possession and control of the owner at the time of execution of these presents to the developer herein and the Developer shall return the said documents after completion of building and after transferring possessions to the owner and also after registering of documents registering of documents in favour of intending purchaser/purchasers.
- D. The developer will share and discuss the proposed building plan with the owners for a better suggestion and planning.

**THE DEVELOPERS RIGHT & REPRESENTATION:**

- a. That the owners hereby grant subject to what has been herein under provided exclusive right to the developer to develop and construct building at the said premises with or without any amendment and /or modification. If there is any violation, Developer will be responsible and the owners will not be liable to the Kolkata Municipal Corporation or any other authority for work of construction by the developer.
- b. All application and other documents as may be required by the developer shall be prepared and submitted by the developer on behalf of the owner at the cost and expenses of the developer and the owner shall sign and execute all such papers and documents as and when

- necessary and the developer shall pay and bear all costs charges and expenses for the development of the said premises and the owner shall have no responsibility to bear any cost whatsoever.
- c. That except the owner's allocation or owners allotted portion in the said premises, the developer has full right to execute any agreement for sale, transfer and convey from the Developers Allocation to his/her choice.
  - d. The developer shall be at liberty to enter into any agreement to sell their allotted portion in the said building to be constructed except the owners allocation as defined hereinabove and to give possession to the Purchaser/Purchasers and to enter into any agreement with them or execute conveyances in accordance with the statutory provisions applicable to such building in consultation/ informed consent of the owners.
  - e. The Developer shall have the liberty to enter into any agreement for sale with individual owner to purchased their respective share of allocation and hence have the full right to execute to any agreement for sale, transfer and convey the owners allocation and gives possession to the purchaser or purchasers in accordance with the statutory profession as applicable to such building.

#### **DEVELOPERS OBLIGATIONS:**

- A) The Developer shall use and cause to be used such standard building materials as shall be specified by the licensed building surveyor of the building provided however proportion and quality of such materials shall confirm to the specification as herein stated below.
- B) The building shall be created, constructed and completed by the developer shall consist of the specification provided in schedule of specification hereunder written and all flats as well as common areas and facilities shall consist of and be provided with materials, fixture, fitting and facilities. Under no circumstances the Developer shall be entitled to claim or demand any payment of whatsoever nature from the owner in respect of erection, construction and completion of the said Owners allocated portion, complete in all respect.
- C) All costs charges, fees, taxes and expenses of whatsoever nature called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect including temporary and residential

connection of water , sewerage, electricity and other amenities for the building shall be paid and borne by the Developer and the Owners have no responsibility and/or liability towards payment of any dues , liabilities , cost charges and expenses of whatsoever nature relating to and / or arising there from any manner whatsoever.

- D) The developer shall be responsible and liable for payment and/or meeting all costs, charges fees and expenses of the said building materials, all permission and other requirements for erections, constructions and completion of the building in totality. Under no circumstances the Owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other person or otherwise for erections, construction and completion of the said proposed new building or any part thereof or any other amount or account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the developer. The Developer shall at own costs and expenses cause to be required for supply of standard materials so as to ensure the progress of erection, construction and ultimate completion of building within the time frame specified herein.
- E) While dealing with and/or entering into any agreement and/or dealing with commitment relating to the Developers Allocation, ( as defined hereinafter) or any part thereof, the developer shall fully comply with observe, fulfill and perform the requirement under the law and while incorporation and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter , the owners shall not be responsible or liable for any commitments that may be made by the developer.

#### **OWNERS OBLIGATION:**

- a) That the owners hereby grant subject to what has been herein under provided exclusive right to the developer to develop and construct building at the said premises with or without amendment and /or modification. If there is any violation, Developer will be responsible and the owners will not be liable to the Kolkata Municipal Corporation or any other authority for work of construction by the developer.

- b) All application and other documents as may be required by the developer shall be prepared and submitted by the developer on behalf of the owner at the cost and expenses of the developer and the owner shall sign and execute all such papers and documents as and when necessary and the developer shall pay and bear all costs charges and expenses for the development of the said premises and the owner shall have no responsibility to bear any cost whatsoever.
- c) That except the owners' allocation or owners allotted portion in the said premises, the developer has full right to execute any agreement for sale, transfer and convey from the Developers Allocation to his/her choice.

The developer shall be at liberty to enter into any agreement to sell their allotted portion in the said building to be constructed except the owners allocation as defined hereinabove and to give possession to the Purchaser/Purchasers and to enter into any agreement with them or execute conveyances in accordance with the statutory provisions applicable to such building.

**CONSIDERATION:**

1. The Land upon which the said building shall be erected and constructed and the apartment thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indefeasible and undivided whereas the owner/s shall be at liberty to deal with their allocated portions together with the undivided proportionate share or interest in the land as well as the common areas and facilities. The Developer shall similarly be entitled to deal with his allocated portion together with the undivided proportionate share or part of the said land as well as common areas and facilities in accordance with law.
2. The format of Draft indenture of Conveyance that may be required to be executed and registered by the said Owner/s unto and in favour of the Purchaser(s) in respect of the Developers allocation shall be prepared by the developer and the owners shall only execute indenture of conveyance(s) in respect of undivided proportionate share of land underneath attributable to the developer s allocated portion unto and in favour of the Purchaser(s) subject to the terms and conditions provided herein.
3. Subject to the above conditions contained herein the developer shall be entitled to enter into any agreement

relating to his allocated portions or any part thereof on such terms and conditions and stipulations as he may deem fit and the owner /owners shall execute indenture in respect of undivided proportionate share of land attributable to the Developers allocation unto and in favour of the Purchaser(s), all costs charges and expenses of the required value of stamp duty, registration costs, or incidental thereto shall be borne by the purchaser(s).

**MISCELLANEOUS :**

- 1) **THIS** Agreement shall always be treated as an agreement by and between Principle to the Owner/s and the Developer have entered into the Agreement purely as a contract and nothing contained herein shall be deemed to construe or constitute as partnership between the owner(s) and the Developer or an Association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the developer by the Owners or as creating any right title or interest in respect thereof in favour of the developer other than an exclusive permission and right in favour of the developer to develop the same object to the terms and conditions of these presents.
- 2) All the old building materials or debris as comes out of the said demolition of the existing structure shall go to the custody of the developer and developer shall have every right to use the same at his own choice and discretion.

**JURISDICTION:**

**THE HIGH COURT OF CALCUTTA** and its subordinate courts of south 24 parganas at Alipore shall have the actual Jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the Parties hereto.

**FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** premises No. 12/1, Gurupada Halder Road, Kolkata 700026, within the local limits of K.M.C. being Ward No. 83 under jurisdiction of Kalighat Police Station, under District Registrar Alipore measuring undivided 3/4<sup>th</sup> share i.e.2 Cottahs 1 Chittacks out of 2 Cottah 12 Chittaks 00 sq. ft. together with the old dilapidate 100 years three storied building each floor undivided 3/4<sup>th</sup> share i.e.525 sq.ft. out of

700sq.ft. total 1575 out of 2100sq.ft. more or less standing thereon which is lying and situated at Premises 12/1, Gurupada Halder Road, Kolkata 700026 And the property is butted and bounded by as follows:

**On The North :** Premises No. 20, Fakir Halder Lane,

**On The East :** Fakir Halder Lane,

**On The South:** Halder Para Road now Gurupada Halder Road,

**On The West :** Premises No. 12B, Gurupada Halder Road,

**SECOND SCHEDULE ABOVE REFERRED TO  
(Owners Allocation)**

**ALL THAT** piece and parcel of one self contained flat measuring about undivided 3/4<sup>th</sup> share i.e.857.25 out of 1143sq.ft. of more or less super built up area and **Rs.60,00,000/- (Rupees Sixty Lakhs)** only as the refundable money together with undivided proportionate share of land of the proposed multi storied building at the said scheduled land will be allocated share proportionately at the time of the execution of this agreement Developer shall pay Rs. 6, 00,000/- (Rupees Six Lakhs) only.

**THIRD SCHEDULE ABOVE REFERRED TO  
(Developers Allocation)**

**ALL THAT** the newly constructed area except owner allocation mentioned Second Schedule herein after remaining portion out of total F.A.R. Together with proportionate share of land of the said Premise of the Owners and other facilities and amenities of the proposed building to be constructed at the said premises described in First Schedule herein above.

**FOURTH SCHEDULE ABOVE REFERRED TO  
( COMMON PORTION)**

1. Common parts, passages and main entrances to the Premises and the building.
2. Common Durwans living area (if any).
3. Common boundary walls and main gates.
4. Drainage and sewerage and all pipes and other installed for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use)
5. Electrical installations and its room and/or meter room (if any) transformer and electrical wiring and other



- fittings (excluding only those are installed within the exclusive area of any unit and/or exclusively for its use).
6. Staircase, Staircase landing and/or mid landings on all floors in the building.
  7. Lobbies on all floors of the building( if permitted)
  8. Water pump, water pump room, water reservoir, water tank and all common plumbing installation for carriages of water.
  9. Such other common parts, areas, equipments, installations, fittings, fixtures of premises and the building as are necessary for passage to and/or user of the units in common by co-owners but expressly excluding the and the parapet walls of the building as may be demarcated by the Developer/Confirming Party herein from time to time if any of the open land of the premises from exclusive use of any owners or occupier.

**FIFTH SCHEDULE ABOVE REFERRED TO  
(COMMON EXPENSES)**

1. ALL costs of maintenance, operation, replacing, repairing, painting, lighting the common portion in the building including their common outer walls and stair case and landing.
2. The salary/wages of all persons employed for the common purposes including Durwans, security, sweeper, plumber, electrician etc.
3. All charges and deposit for supplies of common utilities to the co-owner in common.
4. Corporation tax, water tax and other levies in respect of the premises and the building have those separately assessed.
5. Costs of formation and operation of the association.
6. Costs of running maintenance, repair and replacement of pumps/motor and other common installations.
7. Electricity charges for the electrical energy consumed for the operation of the common services.
8. Any matter excluding this specification will be charged extra one main meter will be given by the Developer.
9. External painting of the building will be made at the last phase of the construction of the building.

**SIXTH SCHEDULE ABOVE REFERRED TO  
(SPECIFICATION OF THE CONSTRUCTION)**

**SPECIFICATION OF CONSTRUCTION**

(ALL STANDING BUILDING MATERIALS WILL BE USED)

<b>STRUCTURE &amp; FOUNDATION</b>	:	R.C.C Column foundation with super structure.
<b>WALLS</b>	:	All the external walls shall be 200 mm thick brick wall with cement plaster. All internal partition walls shall be 125mm & 75 mm thick brick wall with both side cement plaster, roof treatment with net cement finish.
<b>WINDOW</b>	:	All windows shall be sliding aluminum window with 3mm thick glass in M.S. Section integrated Grill and handles with two coat of synthetic enamel paint over a coat of RED oxide paint.
<b>DOOR</b>	:	All doors frame shall be 100/62 mm main Door and 75/62 mm internal doors one coat wood primer with

		<p>synthetic enamel paint all shutter shall be 32 mm thick flash type doors would be out of flash type Door fitted with Play Balcony doors will be fitted with one side commercial water proof. M.S. Hinges, handle aluminum Tower Bolt, shall be provided to main door.</p>
<b>KITCHEN</b>	:	<p>Floor marble and Black stone kitchen platform with a cylinder space, sink, tap water connection and 3' ft. height glazed tiles.</p>
<b>TOILET</b>	:	<p>Floor tiles and Wall 6' ft. height Glazed Tiles.</p>
<b>FLOORING</b>	:	<p>All the flooring shall be done by Floor Tiles and kitchen and bath room floors will be finished with skirting in 100 mm high.</p>

		<p>the Toilet and W/C shall have 6ft. height glazed tiles</p> <p>kitchen shall have .75 mm high glazed tiles on the top of the Table of 4' X 18"</p> <p>Granite top along with stainless steel sink.</p>
<b>INTERNAL FINISH OF WALLS</b>	:	<p>All internal walls and ceiling of living room bed rooms kitchen, toilet &amp; verandah shall be finished in Plaster of Paris.</p>
<b>EXTERNAL WALLS</b>	:	<p>Painting of all external Walls will be painted with coated of sniwsem paint of standard quality.</p>
<b>SANITARY &amp; PLUMBING</b>	:	<p>All the internal horizontal solid and waste water line pipe shall be 50mm &amp; 100 mm dia polythene pipes joint if cement mortar and exposed to wall. All the Rain Water pipes shall be</p>

	<p>100 mm dia in good quality polythene. All the water supply pipes line shall be exposed to wall Toilets and W/C of 1 No. each White European Commode with Cistern, shower with cold water provision all bath rooms fittings such as stopcock, bib cock, pillar cock etc. with Essco made will be in Nickelling steel.</p>
<p><b>ELECTRICALS</b></p>	<p>: Wiring will be casing with standard wire high power voltage in polythene conduit all wires shall be of copper of standard quality. All switch board of M.S. Flush with Walls with Acrylic cover and Swtch of Priti Brand. All rooms will be provided commonly applicable</p>

		Electrical points therein each stair landing with switch separate meter for Pump on the Staircase.
<b>ROOF TREATMENT</b>	:	Finished with net Cement.
<b>WATER SUPPLY</b>	:	Each flat will be provided water supply from line from over head PVC water tank over head water tank shall be fitted and filled up by water from underground reservoir for all the flats as available from the K.M.C. water supply line.
<b>GENERAL</b>	:	All the internal approach roads shall be cement concrete and on edge of 75 mm brick point brick boundary wall upto height of 5' ft. with both side plaster and paint. One Main gate, Each shall be separate meter and the cost

	will be borne by the  Owners.
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**DEVELOPMENT POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS** that (1)**TAPAN GHOSH, (APN BCLPG5163J)** son of Late Maniklal Ghosh, by faith Hindu, by occupation Business, residing at 12/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026(2)**NITA DAS,(PANBCCPD6504P)** wife of Gouranga Chandra Das, by faith Hindu, by occupation Housewife, residing at 4/155, Paschim Putiyari Colony, Police Station Haridevpur, Kolkata-700041, (3)**MANJU GHOSH(PAN AYWPG4466A)** wife of Samir Ghosh, by faith Hindu, by occupation housewife, residing at 23, Chanditala Main Road, Police Station, Behala, Kolkata-700053,(4) **SAMBHIK GHOSH(PAN CNQPG1902G)** son of Late Mohit Kumar Ghosh, by faith Hindu, by occupation Service, residing at 192/13, Raybhadur Road, Police Station New Alipore, Kolkata-700053, (5) **SANDIP GHOSH(PAN BIHPG8207K)** son of Late Mohit Kumar Ghosh, by faith Hindu, by occupation Service, residing at 192/13, Raybhadur Road, Police Station New Alipore, Kolkata-700053, (6) **MADHABI GHOSH(PAN AGIPG6177C)**, daughter of Late jitendra Nath Ghosh, by faith Hindu, by occupation Housewife, residing at 20, Raicharan Ghosh Lane, Police Station Tiljala, Kolkata-700039,(7)**SOMNATH GHOSH(PANBVUPG7504H)** son of Late Anil Ghosh, by faith Hindu, by occupation Business, residing at 12/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, (8) **MINATI SINHA(EYZPS0299J)** wife of Bikash Sinha, by faith Hindu, by occupation Housewife, residing at 1025,C-7, Rabindra Abasan, Ostad Amirkhan Sarani, Police Station Haridev Pur, Kolkata-700082, (9)**SMRITIKANA GHOSH(PAN CDVPG0854B)**wife of Late Jaganath Ghosh, by faith Hindu, by occupation Housewife, residing at 6/2C, Kali Lane, Police Station Kalighat, Kolkata-700026,(10)**PAYEL GHOSH, (PAN BYUPG2551F)** daughter Jaganath Ghosh, by faith Hindu, by occupation service residing at 6/2C, Kali Lane, Police Station Kalighat, Kolkata-700026,(11)**SUBIR KUMAR GHOSH (PANBYWPG4318L)**, son of Late Sudhir Chandra Ghosh, by faith Hindu, by occupation business, residing at 6/2C, Kali Lane, Police Station Kalighat, Kolkata-700026, (12) **PRABIR KUMAR GHOSH (PAN BBTPG5042F)** son of Late Sudhir Chandra Ghosh, by faith Hindu, by occupation business, residing at 6/2C, Kali Lane, Police

Station Kalighat, Kolkata-700026, (13) **SANDHYA DEY(PAN HLRPD9583E)** wife of Sanat Dey, by faith Hindu, by occupation, residing at 25/1B, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, (14) **APARNA GHOSH(PAN CFNPG1661K)** wife of Late Haru Ghosh, by faith Hindu, by occupation housewife, residing at Mahesh Tola, Bidhan Nagar, 24, Pgs(s), Pin.700066, (15) **UTTAM KUMAR GHOSH(PAN ALKPG6263C)** son of Late Rabindranath Ghosh, by faith hindu, by occupation Business, residing at 8/A, Birchand Goswami Lane,. Police Station Hatkhola, Kolkata-700005, (16)**MADHUMALA BHORE(PAN ALOPB9063H)** wife of Silendra Nath Bhore, by faith Hindu, by occupation housewife 38, Amherst street, Police Station Amherst Street, Kolkata-700006,(17) **MAMATA GHOSH(PAN ALHPG7633H)** daughter of Late Rabindranath Ghosh, by faith Hindu, by occupation spinster, residing at 8/A, Birchand Goswami Lane,. Police Station Hatkhola, Kolkata-700005, (18) **MANJU GHOSH(PAN AOSPG7904F)**,wife of Late Rabindranath Ghosh, by faith Hindu, by occupation housewife, residing at 8/A, Birchand Goswami Lane,. Police Station Hatkhola, Kolkata-700005, (19) **KABERI GHOSH(PAN ARQPG8181K)** Late Rabindranath Ghosh, by faith Hindu, by occupation housewife, residing at 10/2, Goaltali Lane, Police Station New Market, Koklkata-700013 (20) **MALA NANDI (PAN AJYPN0664J)** Late Rabindranath Ghosh, by faith Hindu, by occupation housewife, residing at 241, B.B. Ganguly street, Police Station Bowbazar, Kolkata-700012, hereinafter called the "**GRANTOR**" **SEND GREETINGS:**

**We** the owners of **ALL THAT** premises No. 12/1, Gurupada Halder Road, Kolkata 700026, within the local limits of K.M.C. being Ward No. 83 under jurisdiction of Kalighat Police Station, under District Registrar Alipore measuring undivided 3/4<sup>th</sup> share i.e. 2 Cottahs 1 Chittack out of 2 Cottahs 12 Chittaks together with the old dilapidate 100 years three storied building each floor undivided 3/4<sup>th</sup> share i.e. 525 sq.ft out of 700sq.ft. total 2100sq.ft. more or less standing thereon which is lying and situated at Premises 12/1, Gurupada Halder Road, Kolkata 700026 And the property is butted and bounded by as follows:

Morefully described in the **SCHEDULE** hereunder written and hereinafter called "**SAID PREMISES**".

**AND WHEREAS** the Grantor herein have entered into a Development Agreement with **OMM DEVELOPERS (PAN AAHFO9245N)** a partnership firm having its registered office



at 49/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, represented by its partners namely **SOUMYAJEET BOSE (PAN EEIPB 3549B)**, son of Sashi Sekhar Saha, by faith Hindu, by occupation Housewife, residing at 34, Sadananda Road, Police Station Kalighat, Kolkata-700026 **GOPA BOSE (PAN ALCPB2684A)** wife of Prasanta Bose, by faith Hindu, by occupation Business, by Nationality Indian, residing at 49/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, for developing and commercially exploiting the Schedule Property by constructing a new building in the said premises. The said Development Agreement along with Development Power.

**NOW YE KNOW ALL MEN BY THESE PRESENTS** that as our true and lawful Attorney and Agent for me in my name and on my behalf to do, execute and perform all acts, deeds, things and matters as mentioned below at the cost of the Developer in respect of the said premises: -

1. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said premises or any part thereof and to mutate the name of the present owners, amalgamate and/or separate the two or more premises in the Assessment records of the Kolkata Municipal Corporation and to sign and execute all deeds, documents etc.
2. To appoint architects, contractors, sub-contractors and surveyors as may be required for the preparation of the building plan and to supervise the development and construction work of the said building on the said premises.
3. To enter upon the Said Premises with men and material as may be required for the purpose of development work and erect the said Building as per the Building Plan to be sanctioned by the Kolkata Municipal Corporation.
4. To apply for and obtain sanction of a building plan from the Kolkata Municipal Corporation in respect of the Said Promises and to further apply for and obtain any modification and/or additions and/or alterations thereto from time to time and at all times hereafter in terms of the said Development Agreement at their own costs and expenses.
5. To sign and execute all plans, sketches, maps, declarations, including Boundary Declaration, forms, petitions, letters or any other documents relating to or in

- connection with the applying for and obtaining sanction of plan in respect of the development of the Said Premises.
6. To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the Said Building on the Said Premises and to claim refunds of such deposits and to give valid and effectual receipt and discharge for the same.
  7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions and/or licence and/or no objection from any statutory authority including the Kolkata Municipal Corporation (K.M.C.), Kolkata Metropolitan Development Authority (K.M.D.A.), Kolkata Improvement Trust (K.I.T.), CESC, WBFES, Kolkata Police, West Bengal Pollution Control Board, Environment Department. Microwave tower. Solar Power installations, or any Competent Authority under the West Bengal Apartment Ownership Act, 1972 and all other licensing and statutory authorities for obtaining no objection, approvals, permission, sanction, modification and/or alteration of plans for the Said Building.
  8. To pay fees for obtaining sanction and such other orders and permissions from the necessary authorities as be expedient for modification and/or alteration of the sanctioned plans and also to submit and take delivery of title deeds concerning the Said Premises and also other papers and documents as may be required by the necessary authorities and to appoint Architects and other Agents for the aforesaid purposes as the said Attorney shall think, fit and proper.
  9. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the plans to any authority or authorities.
  10. To obtain delivery of the sanction plan and the completion certificate of the building from the Kolkata Municipal Corporation or any other authority or authorities.
  11. To apply for and obtain electricity, water, sewerage, drainage, telephone or other connections of any other utility to the Said Premises and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorney.
  12. To appear and represent us before all authorities including the Kolkata Municipal Corporation for fixation and/or finalization of the annual valuation of the Said Premises and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts,

- deeds and things as the said Attorney may deem fit and proper.
13. To commence prosecute enforce, defend, answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning the Said Premises or any part thereof including relating to acquisition and/or requisition in respect of the Said Premises or any part thereof and if think fit to compromise settle, refer to arbitration, abandon, any such action or proceeding as aforesaid before any Court, Civil or Criminal or Revenue.
  14. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, Vakalatnama, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected with the Said Premises or part thereof.
  15. To deposit and withdraw fees, documents and moneys in and from any Court or Courts and/or any other person or authority and give valid receipts and discharges therefore.
  16. To accept any service of writ of summons or other legal process and to appear in any court of authority as our Attorney deems appropriate and to commence any action or legal proceedings in any court or before any authority and to prosecute, discontinue or become non-suited and to settle, compromise or refer any dispute to arbitration as our Attorney may think fit and proper and for such purpose to appoint any Solicitor, Advocate and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, and warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.
  17. To make, sign and submit applications and Petitions, letters and other documents to the appropriate Government (State and Central) Departments, Local Authorities or other competent or Appropriate Authorities or bodies for all and any licenses, permissions, consents, approvals, no objection certificates and clearances as may be required by any Central or State legislation for the time being in force, in connection with the Said Premises for construction of buildings and structures thereon and pay such fees, charges, deposits and give security that be required in respect thereof and for that purpose to give all necessary writings, instruments, affidavits, declarations, indemnities, undertakings, as may be required to be given to the various authorities concerned.
  18. After completion of the construction of the Said Building, to apply for and obtain part occupation and completion

- certificate in respect of the Said Building or parts thereof from the Planning Authorities.
19. To negotiate for sale/transfer in respect of the saleable spaces of the Developer's Allocation in the Said Building as defined in the said Agreement to be constructed on the Said Premises or part thereof.
  20. To enter into agreement for sale, transfer, lease out, let out or to grant any other right in respect of various portions of saleable spaces of the Developer's Allocation as mentioned in the said Agreement on agreed terms and conditions with the Intending Purchaser or Transferee in respect thereof and to receive earnest money or consideration from time to time and to sign and give valid and effectual receipts or discharges thereof.
  21. To execute and register from time to time Agreement for Sale, Deed/s of Gift for amalgamation of two premises. Lease or any other document in connection with the transfer of the undivided proportionate share in the land comprised in the Said Premises in respect of the of saleable spaces of the Developer's Allocation and to receive consideration therefore and present the above documents for registration and admit the execution of such documents before the appropriate authorities registration authority/ies and/or other authorities having jurisdiction in the matter.
  22. To execute conveyance/conveyances in respect of the saleable spaces of the Developer's Allocation of the Said Building to be constructed on the Said Premises or part thereof either in favour of the Purchaser or its nominee or nominees in such part or parts as the Purchaser may desire and to receive consideration money and sign and give valid and effectual receipts or discharges thereof and to present such conveyance or conveyances for registration before the registering authority and admit execution thereof.
  23. To present such conveyance or conveyances in respect of the Developer's Allocation of the said building to be constructed on the said premises or part thereof for registration before the registering authority and to admit execution thereof.
  24. To insure the said building and fittings and fixtures against damages, fire, temper, riots, civil commotion, floods, earthquakes, malicious damage or destruction and against other risks as our Attorney may think sufficient to protect the interests of all concerned therein.
  25. To ask for, receive and recover consideration, charges, service charges and other charges and sums of moneys in respect of transfer of the saleable spaces in the said building comprised in the said Development Agreement and the spaces to be constructed thereon, in any manner

- whatsoever and also on non-payment thereof to enter upon and restrain and/or and take legal steps for the recovery thereof as our Attorney may think fit.
26. To hand over and deliver possession of the saleable spaces including units, parking spaces, etc. of the Said Building at the Said Premises to such person or persons including the nominee/s and/or assign/s of the Attorney as it may in its absolute discretion think fit and proper *provided however* that the Grantor shall be handed over possession of their share in the new building first and thereafter possession will be handed over to any third party or parties.
27. To make necessary representations including filing of complaints and appeals before the Assessor & Collector, Kolkata Municipal Corporation and other concerned authorities including the Court of Competent Jurisdiction or Forum in regard the fixation of rateable value of buildings (Said Building) under construction on the Said Premises by the Assessor and Collector and to file Appeals applications and other proceedings in any Court, forum or Tribunal.
28. To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as we could do in person.

**AND GENERALLY** to act as the Attorney in relation to the Said Premises for and on behalf of me and to do and execute all instruments, acts, deeds, matters and things as fully and effectually as we ourselves could have done if personally present AND we, do hereby agree to ratify and confirm whatever said Attorney shall do or purport to be done by virtue of these presents in or about the Said Premises as aforesaid.

#### SCHEDULE ABOVE REFEREED TO

**ALL THAT** premises No. 12/1, Gurupada Halder Road, Kolkata 700026, within the local limits of K.M.C. being Ward No. 83 under jurisdiction of Kalighat Police Station, under District Registrar Alipore measuring undivided 3/4<sup>th</sup> share i.e. 2 Cottahs 1 chittack out of 2 Cottah 12 Chittaks 00 sq. ft. together with the old dilapidate 100 years three storied building each floor undivided 523sq out of 700sq.ft. total 1575 sq.ft. out of 2100sq.ft. more or less standing thereon which is lying and situated at Premises 12/1, Gurupada Halder Road, Kolkata 700026 And the property is butted and bounded by as follows:

**On The North** : Premises No. 20, Fakir Halder Lane,  
**On The East** : Fakir Halder Lane,

**On The South:** Halder Para Road now Gurupada Halder Road,

**On The West :** Premises No. 12B, Gurupada Halder Road,  
**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**IN WITNESS WHEREOF** we hereby execute this General Power of Attorney on this the 17<sup>th</sup> day of May 2022.

**SIGNED, SEALED AND DELIVERED** by the **GRANTOR** herein at Kolkata in the presence of:

1. Mukha Pathak,  
Case, Kol-152

Nita Das

Somnath Ghosh

Tapan Ghosh

Madhavi Ghosh

Minati Saha

Subir Kumar Ghosh

Sandip Chakraborty

Jayshik Ghosh

Probin Kumar Ghosh

Sandhya Das

Manjil Ghosh

Mala Nandi

Smiti Kana Ghosh

Madhumala Bhose

*Shyam Kumar Das*  
17/1A K.P. Lane Kol-26

স্বাক্ষরিত  
কর্তৃক

Kalessi Ghosh  
Mamata Ghosh.  
Uttam Kumar Ghosh



L.I.D. of APORNA  
GHOSH of the  
Pen of *ASHOK DAS*

**SIGNATURE OF THE  
PRINCIPALS**

OMM DEVELOPERS

*Sangeet Bhowmik*  
Partners

OMM DEVELOPERS

*Gayatri Bhowmik*  
Partners

2.

**SIGNATURE OF THE ATTORNEY**

Drafted and prepared by:

*Ashok Das*  
Ashok Das Advocate

Alipore Police Court  
Kolkata-700027  
F-663/09

MEMO OF CONSIDERATION

**RECEIVED** the sum of **Rs. 6,00,000/- (Rupees Six Lakhs)** only as refundable money money from the Developer in the following :

Date	Cheque No./Cash	Bank & Branch	Amount
13.5.22	022650	UCO Bank	Rs. 1,66,666/-
"	" 022657	"	Rs. 50,000/-
"	" 022647	"	Rs. 16,667/-
"	" 022645	"	Rs. 16,667/-
"	" 022663	"	Rs. 50,000/-
"	" 022652	"	Rs. 20,000/-
"	" 022656	"	Rs. 10,000/-
"	" 022659	"	Rs. 1,00,000/-
"	" 022649	"	Rs. 16,667/-
"	" 022664	"	Rs. 50,000/-
"	" 022660	"	Rs. 25,000/-
"	" 022655	"	Rs. 10,000/-
"	" 022654	"	Rs. 20,000/-
"	" 022651	"	Rs. 20,000/-
"	" 022653	"	Rs. 16,666.66/-
"	" 022646,48	"	Rs. 16,666.66/-
"	" 022662	"	Rs. 50,000/-
"	" 022658	"	Rs. 50,000/-
"	" 022662	"	Rs. 50,000/-

Rs. 6,00,000/- (Rupees Six Lakhs) only

WITNESSES:

(1) Shyam K. P. Diji

17/1A K. P. Lane

KOL-26

(2) Shubho Pathak  
Cario, KOL-152

Tapan Ghosh

Somnath Ghosh

Madhavi Ghosh

Minati Sina

Subir Kumar Ghosh

Nita Das

Sandip Ghosh

Jyoti Ghosh



Prabir Kumar Ghosh  
Sandra Day

Manju Ghosh  
Mala Nandi

Smritikana Ghosh  
Madhumala Ghosh

স্মৃতি কানা,  
মধুমলা

Kaewari Ghosh

Mameta Ghosh.  
Uttam Kumar Ghosh

Payal Ghosh.



LIT. D. OF APARNA  
GHOSH of the part  
Aditya Das

SIGNATURE OF THE OWNERS

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 300469 to 300522  
being No 160308234 for the year 2022.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2022.06.06 14:14:32 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/06/06 02:14:32 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)