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

*[Signature]*  
District Sub-Register-II  
Alipore, South 24-Parganas

20 APR 2023

DEVELOPMENT AGREEMENT ALONG WITH

DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT ALONG WITH DEVELOPMENT POWER

OF ATTORNEY is made on this 20<sup>th</sup> day of April

Two Thousand Twenty Three (2023) BETWEEN

Kalal Mond Mali,



**SRI KALA CHAND MALI, PAN : ADM5712A, Aadhaar No. 6186 0144 0969,** son of Late Monaranjan Mali, by Nationality – Indian, by faith - Hindu, by occupation – Retired Person, residing at 20, Ashutosh Pally, P.O. Garia, P.S. Patuli, Kolkata – 700084, hereinafter called and referred to as the **OWNER/LAND OWNER/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives and assigns), the Party of the **ONE PART.**

**A N D**

**M/S. R.M. CONSTRUCTION, PAN : ABGFR6620N,** a partnership firm and its place of business at 14, Ashutosh Pally, P.O. Garia, P.S. Patuli, Kolkata – 700084 and duly represented by its partners namely **(1) SRI RAHUL CHOWDHURY, PAN : BBWPC8943C, Aadhaar No. 2033 9937 4840,** son of Sri Mintu Chowdhury, by Nationality – Indian, by faith – Hindu, by occupation – Business, residing at 14, Ashutosh Pally, P.O. Garia, P.S. Patuli, Kolkata – 700084, **AND (2) SRI MINTU CHOWDHURY, PAN : ACSPC6100D, Aadhaar No. 5859 2137 5313,** son of Late Moti Lal Chowdhury, by Nationality – Indian, by faith – Hindu, by occupation – Business, residing at 14, Ashutosh Pally, P.O. Garia, P.S. Patuli, Kolkata – 700084, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said Partners and each of their respective legal heirs, successors, executors, agents, administrators, legal representatives, successors-in-interest and assigns and partner or partners for the time being of the said firm) of the **OTHER PART.**

**WHEREAS** after the partition of India, a large number of residents of former East Pakistan, now Bangladesh crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control;

**AND WHEREAS** the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal. A considerable number of such people was compelled by circumstances to use vacant land in the urban area for homestead purposes;

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**AND WHEREAS** one **Sri Kala Chand Mali**, son of Late Monaranjan Mali, of 20, Ashutosh Pally, P.O. Garia, Kolkata - 700084, was one of such refugee persons, displaced from East Pakistan now Bangladesh who had come to use and occupy a piece and parcel of homestead land measuring 03 (three) Cottahs 10 (ten) Chittaks 17 (seventeen) Sq.ft. more or less in E.P. No. 20, S.P. No. 20, in C.S. Plot Nos. 891(P) & 892(P), Mouza - Baishnabghata, J.L. No. 28, Sub-Registration Office at Alipore, Police Station - Jadavpur, District : South 24-Parganas and he approached the Government of West Bengal for a plot of land for his rehabilitation;

**AND WHEREAS** the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan now Bangladesh acquired land in C.S. Plot Nos. 891(P) & 892(P), of Mouza : Baishnabghata, P.S. - Jadavpur, District : South 24-Parganas, in the Urban area under the provision of L.D.P. Act, 1948 / L.A. Act 1 of 1894 including the plot under the occupied of the said Sri Kala Chand Mali;

**AND WHEREAS** the State of West Bengal decided to make a gift of the aforesaid plot of land in occupied of said Sri Kala Chand Mali, so as to confer absolute right, title and interest to said Sri Kala Chand Mali in the said land;

**AND WHEREAS** in pursuance of the said decision, the Governor of the State of West Bengal by a registered Deed of Gift dated **01<sup>st</sup> day of September, 1993** gave, granted and transferred absolutely **ALL THAT** the plot of land measuring 03 (three) Cottahs 10 (ten) Chittaks 17 (seventeen) Sq.ft. more or less in E.P. No. 20, S.P. No. 20, in C.S. Plot Nos. 891(P) & 892(P), Mouza - Baishnabghata, J.L. No. 28, Sub-Registration Office at Alipore, Police Station - Jadavpur, District : South 24-Parganas unto said Sri Kala Chand Mali. The said deed was registered in the Office of the Additional District Registrar at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 6, Pages from 93 to 96, being **No. 0399, for the year 1993**;

**AND WHEREAS** after accepting the said gift, Sri Kala Chand Mali, constructed a tin shed structure on his said land;

**AND WHEREAS** thereafter Sri Kala Chand Mali, as such owner of the aforesaid property duly **mutated** his name with the Kolkata Municipal Corporation (K.M.C.) and said property subsequently came to be known and numbered as the

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K.M.C. Premises No. 29, Ashutosh Pally, Assessee No. 31-101-03-0029-4, in the K.M.C. Ward No. 101, P.S. Jadavpur now Patuli, Kolkata – 700084;

**AND WHEREAS** Sri Kala Chand Mali, the Land Owner herein, became absolute sole lawful owner, seize and possess of a plot of homestead land measuring about 03 (three) Cottahs 10 (ten) Chittaks 17 (seventeen) Sq.ft. more or less and one tin shed structure standing thereon, lying and situated in E.P. No. 20, S.P. No. 20, in C.S. Plot Nos. 891(P) & 892(P), Mouza - Baishnabghata, J.L. No. 28, Sub-Registration Office at Alipore, Police Station – Patuli, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), in the K.M.C. Ward No. 101, being the K.M.C. Premises No. 29, Ashutosh Pally, Assessee No. 31-101-03-0029-4, and postal address 20, Ashutosh Pally, P.O. Garia, Kolkata – 700084, and entire this property hereinafter collectively called and referred to as the **said land/said premises** which is morefully described in the **Schedule "A"** hereunder written, on which the Land Owner has free clear and marketable title free from all encumbrances;

**AND WHEREAS** the Land Owner herein is very much desirous to construct a straight three storied building on his **said land** but the Land Owner has no such fund as well as experience in this matter and so the Land Owner approached the Developer herein to make construction of a new straight three storied building on the **said land/said premises**; relying on the aforesaid representation of the Land Owner herein, the Developer herein agrees to develop the **said land/said premises**.

**NOW THIS AGREEMENT WITNESSETH** and the terms and conditions as contained hereinafter hereby agreed by and between the parties hereto as follows :

**ARTICLE – I**  
**DEFINITIONS**

A. In this agreement unless it be contrary or repugnant to the subject or context be following words and/or expressions shall mean as follows :-

- i) "The OWNER" shall mean the Land Owner above named and his legal heirs, successors, executors, administrators, legal representatives and assigns.

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- ii) "The DEVELOPER" shall mean the Developer above named and the said Partners and each of their respective legal heirs, successors, executors, agents, administrators, legal representatives, successors-in-interest and assigns and partner or partners for the time being of the said firm.
- iii) "The LAND/PREMISES" as specified in the **Schedule 'A'** hereunder written.
- iv) "The BUILDING PLAN" shall mean the map or plan in respect of the **said land** for proposed building.
- v) "The NEW BUILDING" shall mean the building to be constructed by the Developer in pursuance hereof on the **said land** described hereinabove.
- vi) "The CONSTRUCTIONAL HABITABLE AREA" herein shall mean the habitable and/or saleable areas of the proposed building.
- vii) "The OWNER'S ALLOCATION" as specified in the **Schedule 'B'** hereunder written.
- viii) "The DEVELOPER'S ALLOCATION" as specified in the **Schedule 'C'** hereunder written.
- ix) "The COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit Owners for the management and maintenance of the building and the premises after obtaining peaceful possession of the proposed building by the individual units owners.
- x) "The COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas and installations to comprise in the new building and the premises, after the development, including staircase, lobbies, the ultimate roof, passage, facilities which may be mutually agreed upon and between the parties as required for the enjoyment of the building.
- xi) "The PROJECT" shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the development of the premises to be

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completed and possession of the completed units are taken over by the units owners.

xii) "The PROPORTIONATE SHARE" with all its cognate variations shall mean such ratio the covered area of any unit or units be in relation to the covered area of all the units in the new building.

xiii) "The UNIT" shall mean any flat or other area in the new building, which is capable of being exclusively owned used and/or enjoyed by any unit owner and which is not the common portions.

xiv) "The UNIT OWNER" shall mean any person who acquires, holds and/or owner any unit in the new building and shall include the Land Owner and the Developer, for the units held by them from time to time.

xv) "The TIME" shall mean the building shall be completed within 24 (twenty four) months from the date of execution of this agreement in respect of the **said land** and/or from the date of clear vacant peaceful possession of the **said land/said premises** free from all encumbrances to be given by the Owner to the Developer whichever is earlier. If the proposed building shall not be completed within aforesaid 24 (twenty four) months then the Developer shall get further 12 (twelve) months for completion of the proposed building. Time only be extended due to any exception such as natural calamities like earth quake, riot, flood, lockdown, etc. for further period of 12 (twelve) months after 24 (twenty four) months from the date of signing of this indenture; if the Developer herein shall not handed over the owner's allocation to the Land Owner 24 (twenty four) months from the date of signing of this indenture, in that situation the Developer shall pay Rs.15,000/- (Rupees Fifteen Thousand) only per month for the compensation to the Land Owner for another 12 (twelve) months i.e. the proposed building will be completed within maximum 36 (thirty six) months. Within that 36 (thirty six) months if the Developer not to handover the owner's allocation in that case this Development Agreement and also Power of Attorney will be cancelled automatically.

xvi) "The SOCIETY/ASSOCIATION" shall mean the Society or Association to be formed for the purpose of maintenance of the proposed building and the premises and for collecting and defraying the common expenses provided, that until such

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Association is formed the Developer would be entitled to collect the common expenses.

xvii) "The SPECIFICATIONS" shall mean the specifications for proposed building as stated hereinafter below.

xviii) "The TITLE DEED" shall mean all the deeds and documents referred hereinabove in the recital in respect of the **said land/said premises**, fully described in the Schedule 'A' below.

**B. THE OWNER HAS REPRESENTED TO THE DEVELOPER AS FOLLOWS:-**

- i) That the Owner is absolutely seize and possess of and/or otherwise well and sufficiently lawfully entitled to the **said premises** mentioned hereinabove. The said premises is free from all encumbrances and the Owner has a clear marketable right, title and interest in the **said premises**.
- ii) That the right title and interest of the Owner in the said premises mentioned hereinabove is free from all encumbrances and Owner has a clear marketable title to the same.
- iii) That the Owner has not received any notice for acquisition or requisition of the said premises mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
- iv) That the entirety of the said premises mentioned hereinabove saves is in actual, have well demarcated physical possession of the Owner.
- v) Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other public demand.
- vi) That the Owner has not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said premises mentioned hereinabove or any part or portion thereof in favour of anyone other than in favour of the Developer herein.

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vii) That the Owner is not aware of any impediment affecting the premises mentioned hereinabove whereby he is in any way barred from entering into this agreement.

viii) That the Owner is fully and sufficiently entitled to deal with, develop and/or dispose off the said premises mentioned hereinabove and thus enter into this Agreement.

ix) The Owner shall hand over or deliver to the Developer all original title deeds and all other documents relating to the said premises which are in possession of the Owner, at the time of signing/execution of these presents or thereafter.

**ARTICLE – II**  
**COMMENCEMENT**

2.1 This agreement shall be enforce from the date hereof and subsequently time may be extended during the duration of flood, earth quick, or covid situation.

2.2 This Agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in new proposed building by the Developer in the manner as provided herein.

**ARTICLE – III**  
**DEVELOPER'S OBLIGATION**

3.1 The building shall be created, constructed and completed by the Developer under its supervision and control.

3.2 All costs, charges, fees, statutory payments, taxes and expenses of whatsoever name called for erection, construction and completion of the said building its materials fittings and fixtures in all respect, including temporary and permanent connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be the responsibility and/or liability towards

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payment of any dues, liabilities costs, charges and expenses of the Developer. However to avoid any future doubts it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective Flat/Unit shall be borne by the concerned Unit Owner including the Land Owner herein and the Developer shall have no responsibility for the same.

3.3 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatsoever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions to them and the Land Owner will have no concern with them and not be responsible or liable to pay wages and / or salary.

**ARTICLE - IV**  
**OWNER'S OBLIGATION**

4.1 On behalf of the Owner herein, the Developer shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavit and declaration as may be required from time to time for all or any permission consent, sanction or licence required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.

4.2 The Developer shall sell the Developer's allocation at the said premises to any intending purchaser/purchasers and at such price which the Developer in own discretion thinks fit and proper and to agree upon and to enter into any agreement and/or agreements and/or sale deed and/or deed of conveyance for such sale or sales in respect of the Developer's allocation and/or any other agreements and/or to cancel and/or repudiate the same and to sign, execute and registry all the Deeds and appear before the registry office and receive the earnest money and/or consideration money according to own choice.

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**ARTICLE - V**  
**COMMON OBLIGATION**

5.1 On and from the date of completion of the building, the Owner as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default.

a. To pay punctually and regularly for their respective allocations' all rates, taxes, K.M.C. taxes, electric charges, levies, fees, charges, impositions and outgoings to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective owners and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.

b. To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities.

**ARTICLE - VI**  
**MISCELLANEOUS**

6.1 This Agreement shall always be treated as an Agreement by and between "Principal" to "Principal". The Owner and the Developer have entered into the Agreement purely as a Contract and nothing contained herein shall be deemed to constructed or constitute as Partnership between the Owner and the Developer or an Association of 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 Owner 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 there under subject to the terms and conditions of these presents.

6.2 Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration

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money by executing agreement/final document for transfer of property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the property under mentioned schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the agreement/final document for transfer of the property between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

6.3 From the date of delivery of possession of the said premises by the Owner in favour of the Developer, the possession of the said premises along with the rights of the develop in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owner to the Developer in terms of this agreement and the Owner shall not interfere about the constructional work about the proposed building to be constructed.

6.4 All the dues, arrears of outstanding in respect of the said premises on account of the Kolkata Municipal Corporation and any other Competent Authority Taxes, levies whatsoever before signing of this Agreement, it shall be to the account of the Owner and the Owner bear all such expenses at first just after signing of this Agreement.

6.5 In future any defect or lacuna in the title of the Land Owner is found or any outstanding or liability in respect of the **said premises** is found in such event, and/or if any liability against the property is detected, then same shall be removed by the Land Owner at his own risk, cost and responsibility.

6.6 From the date of service of notice of completion of the Owner's allocation as per terms of this agreement from the Developer delivery of possession thereof to the Owner, then the Owner shall pay the Municipal taxes and other liabilities in respect of the Owner's allocation.

6.7 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.

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6.8 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owner to his last known address or addresses intimating that the Owner's allocation area is completed. After expiry of 7 (seven) days from the date when the Developer service to the Owner a notice of completion of the Owner's allocation, it will be treated that the Owner has taken his possession in the Owner's allocation in the proposed building.

6.9 The Developer will demolish existing construction of the Owner herein, on the said land at the Developer's own cost and the Developer has sole right on the said demolishing/broken materials of the existing construction and on the said materials the Owner shall have no right or claim on the same. After demolish the said existing construction, the Developer shall have to pay the total rent of Rs.9,000/- (Rupees Nine Thousand) only per month to the Owner for the rental accommodation elsewhere during the construction work of the building till possession of the Owner's allocation on the new building is delivered, it is pertinent to mention that the Owner shall have to vacate the said premises within a fortnight from the date of vacate notice from the Developer.

6.10 That after execution of this Agreement, the Owner shall not enter into any Agreement or transfer or charge or liens or assign the said land or any part or share of it which is fully mentioned and described in the Schedule 'A' hereunder written with/to any person(s) except the Developer herein.

6.11 Any disputes relating to this Agreement or its interpretation shall be referred to the Court.

**ARTICLE – VII**  
**FORCE MAJEURE**

7.1 The parties hereto shall not be liable for any obligation herein under to the extent the performance of the relative obligations, prevented by the existence of the 'FORCE MAJEURE' which shall mean and include flood, earth quake, pandemic situation, storm, tempest, civil commotion, as well as also non availability of essential materials, litigation problem and/or any other acts or commission beyond the control

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of the Developer affected thereby then the Developer shall be suspended from the obligation during the duration of the 'FOURCE MAJEURE'.

**DEVELOPMENT POWER OF ATTORNEY**

**THE OWNER HEREBY EMPOWERS AND AUTHORISES AND APPOINTS THE DEVELOPER HEREIN AS HIS ATTORNEYS TO DO FOLLOWING ACTS :**

BE IT KNOWN TO ALL MEN BY THESE PRESENTS that I, SRI KALA CHAND MALI, PAN : ADMPM5712A, Aadhaar No. 6186 0144 0969, son of Late Monaranjan Mali, by Nationality – Indian, by faith - Hindu, by occupation – Retired Person, residing at 20, Ashutosh Pally, P.O. Garia, P.S. Patuli, Kolkata – 700084, hereinafter called and referred to as the PRINCIPAL/EXECUTANT, to nominate, constitute and appoint (1) SRI RAHUL CHOWDHURY, PAN : BBWPC8943C, Aadhaar No. 2033 9937 4840, son of Sri Mintu Chowdhury, by Nationality – Indian, by faith – Hindu, by occupation – Business, residing at 14, Ashutosh Pally, P.O. Garia, P.S. Patuli, Kolkata – 700084, AND (2) SRI MINTU CHOWDHURY, PAN : ACSPC6100D, Aadhaar No. 5859 2137 5313, son of Late Moti Lal Chowdhury, by Nationality – Indian, by faith – Hindu, by occupation – Business, residing at 14, Ashutosh Pally, P.O. Garia, P.S. Patuli, Kolkata – 700084, both are partners of the M/S. R.M. CONSTRUCTION, PAN : ABGFR6620N, a partnership firm and it place of business at 14, Ashutosh Pally, P.O. Garia, P.S. Patuli, Kolkata – 700084, as my true and lawful Attorneys to look after and perform all necessary works for dealing with my property mentioned in the Schedule 'A' hereunder written and accordingly I authorise them to act in my name and on my behalf to execute and perform all or any of the following acts, deeds, matters and things for the purpose enumerated below :

1. To develop, construct, manage and look after, control and supervise the management, development and construction work and also to administer the said premises in my name and on my behalf in all respects.
2. To sign, execute, verify and to file complaints, written statements and objection and all other petitions and also to present appeals and to file new cases, in future in

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any courts, tribunals, forums, offices, competent authorities, if required and to accept services of all letters, summons, notices and other process of law, in my name and on my behalf regarding the **said premises**.

3. To appear in all cases, pending and to be filed in future, in connection with the **said premises** on my behalf and represent me in all cases in all courts, tribunals, forums, offices, competent authorities for doing all the necessary works as and when required under law.

4. To appear and represent me in all Courts, Civil, Criminal, Revenue, Original, Revisional or Appellate or Writ jurisdiction of the concerned High Court, B.L.&L.R. Office, D.L.R. Office, Land Acquisition Department, Urban Land Ceiling Department, Kolkata Municipal Corporation Office, Electric Supply Authority or Office, Rent Control Office, CESC, and any other competent authority or authorities for the **said premises**.

5. To execute, carry into effect and perform all works on my behalf in respect of the **said premises** as well as to make necessary representations including filing of applications and appear before the B.L.&L.R. Office, D.L.R. Office, Land Acquisition Department, Urban Land Ceiling Department, and any competent authority or authorities for mutation and conversion of the **said premises** and/or any portion thereof by the Assessor and Collector of the Corporation.

6. To execute, carry into effect and perform all works on my behalf in respect of the **said premises** as well as to make necessary representations including filing of applications and appear before Assessors and Collectors of the K.M.C. and other concerned authorities in regard to mutation and fixation of ratable value in respect of the **said premises** and/or any portion thereof by the Assessor and Collector of the Corporation.

7. To sign, execute, registry, notary and prepare all papers, documents, deeds, indemnity bonds, declarations, affidavits, undertaking, applications and plans required for approval of building plan, revised building plan, modify building plan, regularise building plan, completion plan, drainage/sewerage connection from the Kolkata Municipal Corporation (K.M.C.) authority and other competent authorities

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and for that above said purpose my Constituted Attorneys shall appear before the Court, the Kolkata Municipal Corporation, Registry Offices, Notary Publics and other competent authorities.

8. To sign, execute, registry, notary and prepare all papers, documents, deeds, indemnity bonds, declarations, affidavits, undertaking, applications, plans and registered deed/documents including declaration, boundary declaration, gift deed to the K.M.C., strip of land, gift deed of corner plot to the K.M.C., etc. for sanction building plan, revised building plan, modify building plan, regularise building plan, any type of deviation occur, before starting and/or during construction of the proposed building in the **said premises** and to appear before the Kolkata Municipal Corporation for further approval from the Kolkata Municipal Corporation authority and do all signature for getting approval of completion certificate from the Kolkata Municipal Corporation.

9. To sign all papers, documents, undertaking, application, indemnity bonds, declarations, affidavits, plans, etc. required for obtain water connection from the Kolkata Municipal Corporation at the **said premises**.

10. To sign all papers, documents, undertaking, application, indemnity bonds, declarations, affidavits, plans, etc. required for inside and outside drainage and sewerage system and connection with the Kolkata Municipal Corporation drainage and sewerage system for the **said premises**.

11. To make necessary representations to the C.E.S.C. and other concerned authorities for obtaining electric power/connection for the proposed building at the **said premises**.

12. To perform all formalities and necessary works and sign and execute all things, instruments, applications, affidavits, undertakings, bonds, declarations, etc. for the **said premises** as and when required.

13. To sign, registry and execute all deeds, things, instruments, applications, affidavits, declarations which my said Attorneys consider necessary for fully and

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effectually dispose of the rights and interest of the said premises only in respect of the Developer's Allocation.

14. To do and take every acts and legal steps for maintain peace keeping and to ensure no breach of peace at over and around the **said premises.**

15. To appoint and engage Advocate, LBS, Engineer, Architect, specialised persons, etc. on my behalf, whenever my said Attorneys shall think fit and proper, in respect of the **said premises.**

16. To make General Dairy, F.I.R, Complaint to Police Authority and/or Administrative Authority or Authorities or any Competent Authority for secures my legal rights on the **said premises.**

17. To negotiate all such terms and to agree to sell the Developer's Allocation or any part of it to any intending purchaser/purchasers and at such price which my said Attorneys in their discretion thinks fit and proper and to agree upon and to enter into any agreement and/or agreements and/or sale deed(s) and/or deed(s) of conveyance, deeds of mortgage, deeds of lease for such sale, transfer or sales and/or any transfer deed(s) and/or any other agreements and/or to cancel and/or repudiate the same and to sign, execute and registry all agreements, agreement for sale and/or agreements for sale and/or sale deed(s) and/or deed(s) of conveyance, deeds of mortgage, deeds of lease, etc. in respect of the said **Developer's Allocation** and appear before the registry office(s) and present the same and receive the earnest money and/or consideration money for the said **Developer's Allocation** or any part of it.

**AND GENERALLY** to do all other acts and also to conduct all matters which may arise in near future in respect of the **said premises** mentioned above.

**AND I** do hereby agree to ratify and confirm all acts, deeds, matters, steps, petitions, applications and things lawfully done by my said Attorneys which shall be constructed as acts, deeds, matters, steps, petitions, applications and things, done to all intents and purposes which I could do if I personally present.

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AND I the Principal do hereby agree to ratify and confirm all acts and whatever my said Attorneys shall do, execute or perform or cause to be done, executed and performed in exercise of the Power of Attorney hereunder conferred upon or otherwise expressed or intended.

**SCHEDULE "A" REFERRED TO ABOVE**

(Description of the said premises)

ALL THAT piece and parcel of one plot of homestead land measuring about 03 (three) Cottahs 10 (ten) Chittaks 17 (seventeen) Sq.ft. more or less and one tin shed structure measuring about 500 Sq.ft. more or less standing thereon, whereon proposed straight three storied building shall be erected, lying and situated in E.P. No. 20, S.P. No. 20, in C.S. Plot Nos. 891(P) & 892(P), Mouza - Baishnabghata, J.L. No. 28, Sub-Registration Office at Alipore, Police Station - Patuli, District : South 24-Parganas, also within jurisdiction of the Kolkata Municipal Corporation (K.M.C.), in the K.M.C. Ward No. 101, being the K.M.C. Premises No. 29, Ashutosh Pally, Assessee No. 31-101-03-0029-4, and postal address 20, Ashutosh Pally, P.O. Garia, Kolkata - 700084, together with all easement rights including free right of egress and ingress and right to take water connection, sewer and drainage connection, electric, gas, telephone line connection, etc. over and beneath the adjacent road and the entire property is butted and bounded by as follows :

ON THE NORTH : 12'-0" wide Black Top Road;

ON THE SOUTH : E.P. No. 21;

ON THE EAST : E.P. No. 19;

ON THE WEST : Tank.

**SCHEDULE "B" REFERRED TO ABOVE**

(OWNER'S ALLOCATION)

The Owner will get (i) 50% flat area on the ground floor at the Western side, (ii) 50% flat area on the first floor at the Eastern side, and (iii) 50% flat area on the second floor at the Western side, of the proposed building TOGETHERWITH

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undivided proportionate share in the said land and the common portions of the proposed building in accordance with the terms and conditions of these presents. The Developer will also pay to the Land Owner herein Rs.12,00,000/- (Rupees Twelve Lakh) only as follows : (i) at the time of signing of this agreement : Rs.2,00,000/- (Rupees Two Lakh) only; (ii) on possession handover of the said land by the Landowner to the Developer : Rs.4,00,000/- (Rupees Four Lakh) only; (iii) after first roof casting of the proposed building : Rs.2,00,000/- (Rupees Two Lakh) only; (iv) after second roof casting of the proposed building : Rs.2,00,000/- (Rupees Two Lakh) only; and (v) after third roof casting of the proposed building : Rs.2,00,000/- (Rupees Two Lakh) only.

**SCHEDULE "C" REFERRED TO ABOVE**  
(DEVELOPER'S ALLOCATION)

The Developer will get remaining area of the proposed building including (i) 50% flat area on the ground floor at the Eastern side, (ii) 50% flat area on the first floor at the Western side, and (iii) 50% flat area on the second floor at the Eastern side, of the proposed building **TOGETHERWITH** undivided proportionate share in the said land and the common portions of the proposed building in accordance with the terms and conditions of these presents, at the said premises, save and except the Owner's Allocation mentioned hereinabove.

**SCHEDULE "D" REFERRED TO ABOVE**  
(Common area, facilities and services)

1. The foundation columns, beams, supports, stair, staircase landings, stairways, corridors in between the stair-case and the flat, entrance, top roof, side space, back space, front spaces, horizontal & vertical support of the building.
2. Electrical fittings in the common area, electrical meter board place, electric in the common area and in the main gate and main electric lines, electrical fittings in the common staircases.
3. Common passage, water pump, overhead water tank, underground water reservoir, common water pipe line, outside plumbing installations.

Kalachand Mali.



4. Drainage and sewerage system, rain water pipes, all sewerage lines and soil lines septic chamber and underground sewerage line and soil line and drainage out left from the building to the main duct.

5. Such other common parts, areas, equipments, installations fittings, fixtures, covered and open space, used as common in the said building as are necessary for the passages or to the use of the occupancy of the flat in common and/or are easements of the building and the premises.

**SCHEDULE "E" REFERRED TO ABOVE**

(Common Expenses)

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the gutter fresh, rain water pipes, drains and sewerage and water storage tanks and electric wires, motors and other appliances.

2. The costs of cleaning and lighting the passage, landing staircase and other parts of the building as enjoyed or used by the unit owners in common with the other occupiers of the apartments as aforesaid.

3. The cost of maintaining and decorating the exterior of the building.

4. The cost of the salaries/wages of clerks, chowkidars, sweepers and caretakers etc. to be maintained by the Flats Owners Association.

5. Common rates and Taxes.

6. Such other or further expenses as may be necessary or incidental for the proper maintenance and/or upkeep of the said building, decided by the Flats Owners Association time to time.

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**SCHEDULE OF WORK**

**(SPECIFICATION OF THE BUILDING CONSTRUCTION)**

**All Civil Work as per I.S.I. standard.**

Floors. : Marble (2' X 2') / vitrified Tiles Flooring all over the over with window seals.



- Doors** : Frame of good quality Sal wood. Leaf of 1<sup>st</sup> class flush type door with necessary accessories, painted with synthetic paints. Main door will be polished, in toilet PVC door shall be provided.
- Kitchen** : Blackstone cooking platform fitted with steel sink, alongwith work self and Tiles up to 2'-6" height and marble flooring.
- Toilet** : Wall tiles up to 6'-0" in W.C. and toilet. Floor tiles in floor and two bib-cocks and commode in toilet & W.C., one basin in dining and one number geyser point in toilet, one shower point in each toilet & W.C.
- Electrical** : Concealed wiring with copper wires,  
 (i) Bed Room : 2 light points, 1 fan point, 1 decorative light point, 2 charger point, 3 AC points in owner's allocation any one flat, TV point (3 points), 1 night lamp point.  
 (ii) Kitchen : 1 light point, 1 mixer grinder point, 1 (15 AMPS/5 AMPS) chimney point, 1 toaster point, 1 aquaguard point, 1 fridge point.  
 (iii) Drawing/Dining : 2 light points, 1 fan point.  
 (iv) 1 light point, 1 exhaust fan point in toilet, W.C.  
 (v) 1 light point in veranda. One bell point at entrance door.
- Water** : PVC pipes with standard fittings in kitchen and toilet, water will be supplied by corporation to ground water reservoir and distributed through overhead reservoir.
- Windows** : Aluminum sliding window fitted with smoke glass (one way glass) and necessary accessories. Steel railing in Balcony upto 4' feet height.
- Plaster** : All wall surface (inside) will be finished by Putty and weather coat in out surface of wall.
- Roof** : Roof mosaic for treatment (latex).
- Compound Wall** : Compound Wall with gate to be provided.

Kalachand Mali.



N.B: All other works beyond work schedule will be treated as extra work. If any extra work is done separate charge have to be paid by the Owner to the Developer and it shall be fixed up after discussion and the payment to be made before commencement of such extra work.

IN WITNESSES WHEREOF the parties hereto set, sealed and subscribed their respective hands and seals on this day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the **PARTIES** herein in Kolkata in  
presence of following **WITNESSES** :

1. Rupa Das ..  
58/37, Pallisree, Kolkata-700022

Kalachand Mali  
Signature of the Land Owner  
/ Principal / Executant

2. Bram Krishna Das  
23 Khampur Sahid  
Niger  
Kat-47

**RM CONSTRUCTION**  
Rahul Chowdhury  
**RM CONSTRUCTION**

Ninli Chowdhury  
Partner  
Signature of the Developer  
/ Attorneys

Prepared as per instruction by  
the parties herein & Drafted by:

Surya Prasad Datta Roy  
WB/753/2022

**Surya Prasad Datta Roy**  
Advocate  
Alipore Judges' Court,  
Kolkata - 700027.



MEMO OF MONEY RECEIPT

RECEIVED Rs.2,00,000/- (Rupees Two Lakh) only by the Land Owner from the Developer herein as per terms of this Agreement mentioned hereinabove as following manner :

Date	Bank Name & Branch	Cheque No.	Amount
20/04/2023	Bank of Baroda, Baishnabghata, Kolkata.	000038	Rs.2,00,000/-
		<b>TOTAL :</b>	<b>Rs.2,00,000/-</b>

(Rupees Two Lakh only)

WITNESSES :

1. Pupa Das .  
28/37, Pallisree, Kolkata-70002.

Kalchand Mali  
Signature of the Land Owner

2. Bran Krishnadas  
23 Khanpur Sahid  
Nagar  
Kolkata-47





Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192023240020031741

GRN Details

GRN: 192023240020031741 Payment Mode: Online Payment  
GRN Date: 19/04/2023 23:10:07 Bank/Gateway: State Bank of India  
BRN: IK0CFAUPL1 BRN Date: 19/04/2023 23:11:49  
GRIPS Payment ID: 190420232002003173 Payment Init. Date: 19/04/2023 23:10:07  
Payment Status: Successful Payment Ref. No: 2000996296/2/2023  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: SURYA PRASAD DATTA ROY  
Address: 63 E Block East Baghajatin Station Road Kolkata 86  
Mobile: 9831832151  
Depositor Status: Advocate  
Query No: 2000996296  
Applicant's Name: Mr SURYA PRASAD DATTA ROY  
Identification No: 2000996296/2/2023  
Remarks: Sale, Development Agreement or Construction agreement  
Period From (dd/mm/yyyy): 19/04/2023  
Period To (dd/mm/yyyy): 19/04/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000996296/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	4971
2	2000996296/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	2028
<b>Total</b>				<b>6999</b>

IN WORDS: SIX THOUSAND NINE HUNDRED NINETY NINE ONLY.



## Major Information of the Deed

Deed No.:	I-1602-05452/2023	Date of Registration	20/04/2023
Query No / Year	1602-2000996296/2023	Office where deed is registered	
Query Date	19/04/2023 2:20:21 PM	D.S.R. - I   SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SURYA PRASAD DATTA ROY Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831832151, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 29,42,608/-		
Stampduty Paid(SD)	Registration Fee/Paid		
Rs. 5,071/- (Article:48(g))	Rs. 2,060/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :



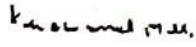
District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ashutosh Pally, Premises No: 29, , Ward No: 101 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	3 Katha 10 Chatak 17 Sq Ft	1/-	28,07,608/-	Width of Approach Road: 12 Ft.,
<b>Grand Total :</b>				6.0202Dec	1 /-	28,07,608 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	1/-	1,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
<b>Total :</b>		500 sq ft	1 /-	1,35,000 /-	






Sl No	Name	Photo	Finger Print	Signature
1	<b>Shri KALA CHAND MALI</b> Son of Late MONARANJAN MALI Executed by: Self, Date of Execution: 20/04/2023 , Admitted by: Self, Date of Admission: 20/04/2023 ,Place : Office	 <small>20/04/2023</small>	 <small>LTI 20/04/2023</small>	 <small>20/04/2023</small>
20, ASHUTOSH PALLY, City:- , P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx2A, Aadhaar No: 61xxxxxxxx0969, Status :Individual, Executed by: Self, Date of Execution: 20/04/2023 , Admitted by: Self, Date of Admision: 20/04/2023 ,Place : Office				



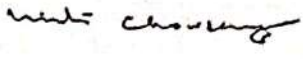
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>R M CONSTRUCTION</b> 14, ASHUTOSH PALLY, City:- , P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: ABxxxxxx0N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



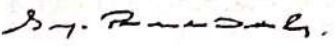
**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
Sl No	Name	Photo	Finger Print	Signature
1	<b>Shri RAHUL CHOWDHURY (Presentant)</b> Son of Shri MINTU CHOWDHURY Date of Execution - 20/04/2023, , Admitted by: Self, Date of Admission: 20/04/2023, Place of Admission of Execution: Office	 <small>Apr 20 2023 12:02PM</small>	 <small>LTI 20/04/2023</small>	 <small>20/04/2023</small>
14, ASHUTOSH PALLY, City:- , P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BBxxxxxx3C, Aadhaar No: 20xxxxxxxx4840 Status : Representative, Representative of : R M CONSTRUCTION (as Partner)				



Name	Photo	Finger Print	Signature
<b>Shri MINTU CHOWDHURY</b> Son of Late MOTILAL CHOWDHURY Date of Execution - 20/04/2023, , Admitted by: Self, Date of Admission: 20/04/2023, Place of Admission of Execution: Office	 <small>Apr 20 2023 12:01PM</small>	 <small>LTI 20/04/2023</small>	
<b>14. ASHUTOSH PALLY, City:- , P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx0D, Aadhaar No: 58xxxxxxxx5313 Status : Representative, Representative of : R M CONSTRUCTION (as Partner)</b>			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SURYA PRASAD DATTA ROY</b> Son of Late S K DATTA ROY ALIPORE JUDGES COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027	 <small>20/04/2023</small>	 <small>20/04/2023</small>	
Identifier Of Shri KALA CHAND MALI, Shri RAHUL CHOWDHURY, Shri MINTU CHOWDHURY			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri KALA CHAND MALI	R M CONSTRUCTION-6.02021 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Shri KALA CHAND MALI	R M CONSTRUCTION-500.00000000 Sq Ft



Endorsement For Deed Number : I - 160205452 / 2023

On 20-04-2023

**Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (9) of Indian Stamp Act 1899.

**Presentation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules 1962)**

Presented for registration at 11:43 hrs on 20-04-2023, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Shri RAHUL CHOWDHURY ..

**Certificate of Market Value (WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 29,42,608/-

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

Execution is admitted on 20/04/2023 by Shri KALA CHAND MALI, Son of Late MONARANJAN MALI, 20, ASHUTOSH PALLY, P.O: GARIA, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Retired Person

Identified by Mr SURYA PRASAD DATTA ROY, , , Son of Late S K DATTA ROY, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 20-04-2023 by Shri RAHUL CHOWDHURY, Partner, R M CONSTRUCTION (Partnership Firm), 14, ASHUTOSH PALLY, City:- , P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr SURYA PRASAD DATTA ROY, , , Son of Late S K DATTA ROY, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 20-04-2023 by Shri MINTU CHOWDHURY, Partner, R M CONSTRUCTION (Partnership Firm), 14, ASHUTOSH PALLY, City:- , P.O:- GARIA, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr SURYA PRASAD DATTA ROY, , , Son of Late S K DATTA ROY, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,060.00/- ( B = Rs 2,000.00/- , E = Rs 28.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 2,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/04/2023 11:11PM with Govt. Ref. No: 192023240020031741 on 19-04-2023, Amount Rs: 2,028/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0CFAUPL1 on 19-04-2023, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,071/- and Stamp Duty paid by Stamp Rs 100.00/-  
by online = Rs 4,971/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 217402, Amount: Rs.100.00/-, Date of Purchase: 13/04/2023, Vendor name:  
Samiran Das

**Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB**  
Online on 19/04/2023 11:11PM with Govt. Ref. No: 192023240020031741 on 19-04-2023, Amount Rs: 4,971/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. IK0CFAUPL1 on 19-04-2023, Head of Account 0030-02-103-003-02



**Suman Basu**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. -II SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1602-2023, Page from 177756 to 177787  
being No 160205452 for the year 2023.



Digitally signed by Suman Basu  
Date: 2023.04.20 13:25:26 -07:00  
Reason: Digital Signing of Deed.

*Suman*

(Suman Basu) 2023/04/20 01:25:26 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)