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Certified that this document is admitted to Registration. The sign is checked the document and sheet attached to the document are part of this document.

Additional Dist. Sub Registrar  
Sealdah  
11-10-23

# DEVELOPMENT AGREEMENT

## CUM DEVELOPMENT POWER OF ATTORNEY

THIS DEED OF AGREEMENT is made on this the 10<sup>th</sup> day of October  
Two Thousand Twenty Three (2023).

### BETWEEN

**(1) SRI GOUTAM MITRA**, (PAN. CGAPM3061R, Aadhaar No. 9682 2791 9740, Mob No. 9836768026), son of Late Arun Kumar Mitra, by faith Hindu, by Occupation Business, by nationality Indian, residing at 72, Paikpara Row, P.O. Belgachia, P.S. Chitpore, Kolkata – 700 037, **(2) SRI SAIKAT MONDAL** (PAN. BLQPM9139L, Aadhaar No. 7634 3096 3837, Mob No. 9330957686), **(3) SRI PRITHWISH MONDAL** (PAN. ERQPM0657C, Aadhaar No. 8188 0234 0767, Mob No. 8777844815), both are sons of Late Rama Prosad Mondal, both are by faith Hindu, by Occupation Service, by nationality Indian, residing at 49C, Paikpara Row, P.O. Belgachia, P.S. Chitpore, Kolkata – 700 037, **(4) SMT. INDRANI GHOSH**, (PAN. AVFPG1106M, Aadhaar No. 8088 7320 8129, Mob No. 9903435585), wife of Sri Hiranmoy Ghosh, and daughter of Late Amiya Kumar Mitra, by faith Hindu, by Occupation Housewife, by nationality Indian, residing at 40A/2, J. K. Mitra Road, P.O. Belgachia, P.S. Chitpore, Kolkata – 700 037, **(5) SRI SANJAY MITRA** (PAN. AEEPM6628N, Aadhaar No. 9531 1084 8247, Mob No. 8910880588), son of Late Ashoke Kumar Mitra, by faith Hindu, by Occupation Service, by nationality Indian, residing at P- 19, Motijheel Avenue, Flat No. 1/6, Asirbad Apartment, P.O. Motijheel, P.S. Dumdum, Kolkata – 700 074, **(6) SMT. SWAPNA GHOSH** (PAN. BCHPG9527Q, Aadhaar No. 7065 5931 0956, Mob No. 9330022366) wife of Sri Rabindra Nath Ghosh and daughter of Late Ashoke Kumar Mitra, by faith Hindu, by Occupation Housewife, by nationality Indian, residing at P – 252A/1, C. I. T. Road, Scheme – IV M, P.O. Beliaghata, P.S. Beliaghata, Kolkata – 700 010, **(7) SMT. SANTA MITRA** (PAN. CGAPM3058E, Aadhaar No. 8077 1031 6352, Mob No. 9830627807), wife of Late Amal Kumar Mitra, by faith Hindu, by Occupation Housewife, **(8) SRI ATANU MITRA** (PAN. ALAPM1471G, Aadhaar No. 7636 7832 4970, Mob No. 9674207412) son of Late Amal Kumar Mitra by faith Hindu, by Occupation Service, both by nationality Indian, both are residing at 72, Paikpara Row, P.O. Belgachia, P.S. Chitpore, Kolkata – 700 037, **(9) SMT. BAISALI SEN** (PAN. HBOPS4867R, Aadhaar No. 5631 7739 4707, Mob No. 9051311237), wife of Sri Kunal Sen and daughter of Late Amal Kumar Mitra by faith Hindu, by Occupation Housewife, by nationality Indian, residing at 60/67, B. T. Road, P.O. and



P.S. Cossipore, Kolkata – 700002, hereinafter jointly called and referred to as the **“LAND OWNERS”** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **ONE PART**.

**A N D**

**DEBANGAN ESTATE PRIVATE LIMITED**, having (PAN NO. AAGCD3122P) a partnership firm having its office at 18/1B, Northern Avenue, P.O. Belgachia, P.S. Chitpore, Kolkata – 700 037, represented by its Director namely **DEBABRATA CHAKRABORTY**, (PAN-ACIPC5882E, Aadhaar No. 5490 1068 5133, MOB. NO. – 8240052597) son of Late Amal Bikash Chakraborty, by faith Hindu, by occupation Business, by nationality Indian, residing at 56/1C, Anath Nath Deb Lane, Kolkata, Police Station - Tala, Kolkata - 700,037, hereinafter called and referred to as the **“DEVELOPER”** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representatives, administrators and assigns) of the **OTHER PART**.

**WHEREAS** the Board are now absolutely seized and possessed of or otherwise well and sufficiently entitled free from encumbrances to the land hereditaments and premises in the Schedule hereto more particularly mentioned and described and intended to be hereby granted conveyed transferred and assured and have contracted with the purchaser for the absolute sale thereof to him at or for the price of Rs. 3495/- (Three Thousand Four Hundred Ninety Five) only.

**AND WHEREAS** said **THE TRUSTEES FOR THE IMPROVEMENT OF CALCUTTA** transferred of the said property by way of Sale unto and in favour of Sri Krishna Chandra Mitra by virtue of a Deed Of Conveyance dated 24<sup>th</sup> day of March 1927, registered in the office of the Sub Registrar of Katigarah and recorded in Book No.I, Volume No. 8, Page from 228 to 230, Being No.655 for the year 1927. Said Sri

Krishna Chandra Mitra became the owner of the said property mentioned in First Schedule.

**AND WHEREAS** by an Indenture of even date with but executed prior to these presents and made between the Board of the one part and the Owner of the other part **ALL AND SINGULAR** the hereditaments and premises described in the Schedule hereto were transferred and conveyed to the Owner by the Board and by the Indenture now in recital it was provided that the payment of a moiety of the purchase money namely the sum of Rs. 1747 – 8 – 0 (One Thousand Seven Hundred Fourty Seven and Eight Annas) only owing by the Owner to the Board should be secured by an Indenture of even date (being these presents) to be executed by the Owner immediately after the execution of the conveyance before mentioned.

**AND WHEREAS** transferred of the said property by way of Security unto and in favour of **THE TRUSTEES FOR THE IMPROVEMENT OF CALCUTTA** by virtue of a Deed Of Security dated 24<sup>th</sup> day of March 1927, registered in the office of the Sub Registrar of Katigarah and recorded in Book No.I, Volume No. 13, Page from 186 to 191, Being No.656 for the year 1927.

**AND WHEREAS** thereafter Sri Krishna Chandra Mitra was the absolutely seized and possessed of or otherwise became entitled to all that the piece and parcel of land measuring 4 Cottahs 5 Chittack 20 sq. ft. more or less lying and situated at 72, Paikpara Row, Kolkata – 700037, P. S. Chitpore, in the District of South 24-Parganas, being Assessee No. 11-004-10-0143-4, morefully and particularly described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the Said Land free from all encumbrances / charges / liens and despondences whatsoever.

**AND WHEREAS** the said Krishna Chandra Mitra died intestate on 03.08.1947 leaving him surviving his 5 sons namely 1) Arun Kumar Mitra, 2) Amiya Kumar

Mitra, 3) Ashoke Kumar Mitra, 4) Alope Kumar Mitra and 5) Amal Kumar Mitra, and wife namely Smt. Abani Bala Mitra.

**AND WHEREAS** said Abani Bala Mitra died intestate on 15.03.1955 leaving him surviving her 5 sons namely 1) Arun Kumar Mitra, 2) Amiya Kumar Mitra, 3) Ashoke Kumar Mitra, 4) Alope Kumar Mitra and 5) Amal Kumar Mitra.

**AND WHEREAS** on the happening of the above events said 1) Arun Kumar Mitra, 2) Amiya Kumar Mitra, 3) Ashoke Kumar Mitra, 4) Alope Kumar Mitra and 5) Amal Kumar Mitra have mutated their names in the records of Kolkata municipal Corporation and have become the joint owners of the said Premises No. 72, Paikpara Row, Kolkata – 700037, P. S. Chitpore, in the District of South 24-Parganas, being Assessee No. 11-004-10-0143-4, having an area of land measuring 4 Cottahs 5 Chittack 20 sq. ft. more or less together with two storied building standing thereon, free from all encumbrances.

**AND WHEREAS** the said Arun Kumar Mitra died intestate on 27.10.2001 leaving him surviving his 1 son namely Goutam Mitra, and 1 married daughter namely Ratna Mondal, and wife namely Smt. Sabita Mitra.

**AND WHEREAS** the said Sabita Mitra died intestate on 12.02.2005 leaving him surviving her 1 son namely Goutam Mitra, and 1 married daughter namely Ratna Mondal.

**AND WHEREAS** the said Ratna Mondal died intestate on 17.08.2007 leaving him surviving her husband namely Rama Prosad Mondal and 2 sons namely 1) Saikat Mondal and 2) Prithwish Mondal.



**AND WHEREAS** the said Rama Prosad Mondal died intestate on 28.12.2022 leaving him surviving his 2 sons namely 1) Saikat Mondal and 2) Prithwish Mondal.

**AND WHEREAS** the said Amiya Kumar Mitra died intestate on 21.04.1990 leaving him surviving his 1 daughter namely Indrani Ghosh and wife namely Smt Sarbani Mitra.

**AND WHEREAS** the said Sarbani Mitra died intestate on 02.08.2017 leaving him surviving her 1 daughter namely Indrani Ghosh.

**AND WHEREAS** the said Ashoke Kumar Mitra died intestate on 21.03.1999 leaving him surviving his 1 son namely Sanjay Mitra and 1 married daughter namely Swapna Ghosh and his wife namely Late Mira Mitra previously died intestate on 10.04.1989.

**AND WHEREAS** the said Alope Kumar Mitra died intestate on 19.06.2002 he is unmarried so no other legal heirs leaving him except us.

**AND WHEREAS** the said Amal Kumar Mitra died intestate on 13.11.2000 leaving him surviving his 1 son namely Atanu Mitra and 1 married daughter namely Baisali Sen and wife namely Smt. Santa Mitra.

**AND WHEREAS** the said 1. Goutam Mitra, 2. Saikat Mondal, 3. Prithwish Mondal, 4. Indrani Ghosh, 5. Sanjay Mitra, 6. Swapna Ghosh, 7. Santa Mitra, 8. Atanu Mitra and 9. Baisali Sen after become the joint owners of the said Premises No. 72, Paikpara Row, Kolkata – 700037, P. S. Chitpore, in the District of South 24-Parganas, being Assessee No. 11-004-10-0143-4, having an area of land measuring 4 Cottahs 5 Chittack 20 sq. ft. more or less together with two storied building standing thereon, free from all encumbrances.

AND WHEREAS for better use and enjoyment of the said property the Owners herein have decided to make substantial modification, renovation and / or reconstruction of the existing two storied building at the said Premises but due to lack of time, scope, expertise and paucity of sufficient fund have decided to engage, appoint and entrust the said work to a capable and reputed Developer who could skillfully do the said job at its costs and responsibilities and having so decided offered the Developer to undertake the said project and the Developer has agreed to take up the project and upon such agreement the parties hereto entered into this Joint Venture Agreement under mutual terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. This agreement shall be deemed to have commenced with effect from the date of execution of this presents.
2. The Owners are jointly seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land measuring 4 Cottahs 5 Chittack 20 sq. ft. more or less together with two storied dilapidated old building standing thereon morefully and particularly mentioned and declared in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the **“SAID PROPERTY”** and that the Said Property is free from all encumbrances, charges, liens, attachments, trust, lispensens, mortgages and there is no defect in title and the Said Property is not subject to any order of compulsory acquisitions or requisition whatsoever from any corner and / or under any law for the time being in force. The Developer has entered into this Agreement relying on the aforesaid representation and / or assurances of the Owners and is acting on good faith thereof.
3. i. The Owners declare that they are entitled to enter into this agreement with the Developer and they have full right and absolute authority to sign and execute the same.



ii. That the Owners have not agreed, committed or contracted or entered into any agreement for sale or Lease or Development of the Said Property or any part thereof with any person or persons prior to this agreement and they have not created any mortgage, charge or any other encumbrances on the Said Property as mentioned herein.

iii. That the Owners have not done any act, deed, matter or thing whereby or by reasons whereof, the modification, renovation and / or reconstruction of the existing two storied damaged building at the said Premises may be prevented or affected in any manner whatsoever.

iv. The Owners will clear all municipal arrears taxes in respect of the said property upto the date of execution of this agreement. The Developer will bear the municipal tax from the date of mutation of the property till delivery of the possession of the Owners' allocation. The mutation in the names of the present owners is yet to be done and it will be done by the Developer at its cost.

4. The Owners and the Developer have entered into this agreement purely as a contract and under no circumstances this shall be treated as partnership as between the parties and / or be treated as association of persons.
5. That in pursuance of the aforesaid intention the Owners shall deliver or cause to be delivered the free, vacant and khas possession of the said premises along with the building as it stands for renovation and modification and thereby grant, subject to what has been hereunder provided, exclusive right to the Developer to enter into the Said Property and to make substantial modification, renovation and / or reconstruction of the existing two storied building at the said Premises and to make provision for several flats, units and spaces in accordance with the proposed building plan / revised building plan to be approved / sanctioned by the



Kolkata Municipal Corporation with or without such amendment with / or modification that may be advised by the Architect / Engineer and thereafter sell the flats, units and spaces etc. of the Developer's allocation to the intending Purchasers after handing over the Owners' allocation in the new building as per the terms of the Development Agreement.

6. Upon taking possession of the Said Property or part thereof the Developer shall measure and survey the Said Property and prepare or cause to be prepared feasible building plan, specifications, sections, elevations of the Said Property and get the same approved and sanctioned from the Kolkata Municipal Corporation.
7. All application, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners and at the Developer's responsibilities and the Developer shall pay and bear all fees including fees of the Architects / Engineers / L.B.S. and charges and expenses required to be paid or deposited for the purpose of sanction / development of the Said Property. The Developer shall be at liberty to make necessary application for the purpose to the authorities concerned at its costs and expenses in the name of the Owners and the Owners shall, if necessary, join in such application.
8. Soon after obtaining the approval / sanction of the building plan / construction plan in the names of the Owners, the Developer will give necessary intimation to the Owners for their shifting and the Developer will arrange for and shift to alternative accommodation of the Owners within December 2023. Owners will be vacant and khas possession thereof unto the Developer for conducting its works, within one month from the date of such approval / sanction from the KMC,

provided the Developer as the Shifting charges negotiable to the Owners at the time of vacating the Premises.

9. The Developer shall commence the construction of the existing two storied building at the said Premises in accordance with the approved plan and shall complete the same in all respect within 24 (Twenty Four) months from the date of such approval or from getting the vacant possession ( Premises no. 72, Paikpara Row, Kolkata – 700037, P. S. Chitpore, in the District of South 24-Parganas, being Assessee No. 11-004-10-0143-4) of the property, whichever happens later, subject to force majeure (i.e. flood, earth-quake, riot, war, storm, tempest, epidemy, lock-down, civil commotion, strike or any prohibitory order from any court, Kolkata Municipal Corporation or any other authority / authorities and / or other act or commission may happen which are beyond the control of the Developer such as non availability of cement, steel and other building materials statutes and ordinances or orders of the Government).
10. That the Developer will obtain the approval / sanction of the building plan for the proposed building within 06 months from the date of execution of the agreement and power of attorney.
11. That the Developer will pay of Rs. 2,000/- (Rupees two thousand) only per day as penalty to the Owners if the Developer fails to complete the proposed building within the stipulated period of 24 (twenty four) months.
12. If the Developer construct additional construction in future beyond the sanction building plan with the approval of the appropriate Authority then the extra construction area be divided between the Developer and Owners equally or @ 50% - 50% ratio.



13. The Developer shall at its costs complete the renovation works with good and standard quality of materials and with such specification as are mentioned in the specification of the building as per Second Schedule and as may be recommended by the Architect / Engineer from time to time.
14. The Developer shall install erect in the said building at the Developer's costs standard pump, motor etc. overhead tanks, common electric wiring and installations and other facilities as are required to be provided in a residential building / Commercial having self contained apartments and other units and constructed for sale of such flats, units and spaces on Ownership basis and also for hand over the Owners' allocation area in the constructed building.
15. The Developer shall at its costs and expenses and without creating any financial or other liabilities on the Owners, complete the said construction works and all costs, charges and expenses in relation thereto shall be discharged and paid by the Developer.
16. The Developer shall use best quality of materials and the same shall not be inferior to the standard as mentioned in the building laws / rules of the Kolkata Municipal Corporation.
17. The Developer shall upon execution of this agreement be at liberty to advertise, fix hoarding or sign board of any kind relating to the publicity for and / or inviting the intending purchasers for the sale of the Developer's allocation with exclusive right and authority to negotiate for the sale of the flats and spaces together with proportionate share of land to any prospective buyers at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the entire consideration money for such transfer or transfer of the Developer's allocation

including advance money or part payments thereof shall be received by the Developer. The Owners herein will have no right and share and will not be entitled to any portions thereof, as well as the Owners shall have no liability and responsibility in respect of Developer's allocation.

18. **ALLOCATION** : The Owners will get the 50% of the ultimate roof. The Developer's allocation. The Developer will have 50% of the ultimate roof (as per demarcated allocation to be supplied). The passage and stair case to move to ultimate terrace will be left open for common use purpose.
- a. The Owners shall get the 50% of the total constructed area of the constructed building i.e. except the Developer's Allocation in the building and The Developer will get the 50% of the total Constructed area of the proposed newly constructed G+4 Storied building i.e. except the Owner's Allocation in the building.
  - b. The Developer will give a sum of Rs.6,00,000/- (Rupees six lakh) only to the Owners as non refundable deposit at the time of executing this agreement and development power of attorney.
19. The Developer as lawful owner of the Developer's allocation will have every right to sell its allocation. However, the Developer shall not part with possession of any portion of the Developer's allocation to any of its transferees until and unless the Developer shall make possession of the Owners' allocation to the Owners and comply with all other obligations of the Developer to the Owners under this agreement.
20. The Owners hereby authorize the Developer to lawfully do, execute and perform all acts, deeds, matters and things for the purpose of or relating to the construction of the said building.



21. The Developer will compulsorily install a lift in the said building as per the approval from Kolkata Municipal Corporation at own cost.
22. The Owners shall not do any act or thing whereby the Developer shall be prevented from constructing and completing and / or doing any other act relating to the said building and selling, assigning and / or disposing of the Developer's allocation in the said building to the intending buyers / transferees, provided all the terms and conditions of this agreement are fulfilled.
23. The Owners above-named shall always co-operate the Developer for effecting the said construction works and at the request of the Developer shall at all times sign necessary plans, applications in CESC, KMC, KMDA, Police Station etc., affidavits, documents, deeds and agreements and shall at the like request of the Developer appear in all such office or offices as may be required for the said purpose. The Owners will also shift all their household materials, furniture etc. from the house for carrying smooth construction of the building, after receiving the rent and shifting charges from the Developer.
24. The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds and other original papers whichever necessary of the Said Premises / land and deposit those originals unto the custody of the Developer till completion of the project for inspection by authority or any portion thereof at any time during the subsistence of this agreement nor shall let out, lease out, mortgage, charge or deliver possession of the Said Premises or any portion thereof to any third party without the consent in writing of the Developer on and from the date of execution of this agreement. The Owners shall provide all other original documents for inspection within one day written notice from the Developer.

25. The Owners shall keep the Developer indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by the Owners in respect of the Said Property or for the act and conduct of the Owners or otherwise. Similarly the Developer shall indemnify and always keep the Owners indemnified against any loss, damages or consequences, if suffered by the Owners. The original Deeds, papers etc. of the said premises will be returned by the Developer to the Owners at the time of handing over their peaceful possession.
26. That the Owners by separate registered Development Power of Attorney, shall appoint, nominate and constitute the Developer as their Attorney to do all acts, deeds and things as required for the purpose of commercial exploitation of the Said Premises including the authority to enter into agreement for sale of flats, garages and units of the Developer's allocated share and receive the advance money, part payment and the entire consideration thereto and completion of the Developer's allocated portion without creating charge over the Owners' allocated portion. The Owners shall furnish all relevant papers and documents and all necessary information in respect of the Said Property.
27. The Owners will give original papers and documents and title deeds in respect of the Said property / Premises to the Developer at the time of execution of this agreement. Original papers and documents and the sanctioned building plans during the period of construction shall be kept with the Developer so that interested persons / intending buyers shall be entitled to have inspection and upon completion of the constructional works the same shall be handed over to the Owners.
28. That the Developer will issue a received and or or acknowledge the receiving of all Original documents from the Owners as and when ever required after or on the date of execution of this present.



29. That the Developer will first handover the possession of agreed Owner's allocation of the newly constructed building to the Owners and then they will handover the possession of the flats to intending Purchasers.
30. The Developer shall put the Owners or their nominated person/s all the possession of the Owners' allocation together with common rights, facilities and amenities relating to the building and premises. The Owners will be entitled to transfer or otherwise deal with the Owners' allocation as per their absolute discretion.
31. That as from the date of taking possession of the Owners' allocation in complete habitable condition, the Owners shall be responsible to pay proportionate share of all common expenses.
32. That if any of the Owners intends to sell his/her/there share from the agreed Owner's allocation then the said Owner will expressly and or or in writing in form the other Owners.
33. That the Owners and the Developer shall be exclusively entitled to their respective share of allocation in the new building with right to transfer or otherwise deal with or dispose of the same without any right or claim of others or interest therein whatsoever of the other and shall pay the municipal rates and taxes and all statutory outgoings as payable in respect of their respective allocation.
34. That the death of any party shall not have the effect of termination of this agreement but in such case the nominees of the parties shall automatically step into the bindings and shares of the respective side to all intent and purpose.

35. Any notices required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand duly acknowledge or sent by prepaid registered post with acknowledgement due to address given above and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the address of the Developer herein.
36. The Court having jurisdiction will have due authority to try and determine any dispute / differences between the parties hereof out of the terms of the present Agreement.
37. Owners have free access for inspection to the said property during the construction process in respect of the Owners' allocation.
38. That after the sanction building plan, Demarcation of the Owner's Allocation and Developer's Allocation be made by execution of a Registered documents to that effect.
39. In the event of any dispute, difference or question arise vout of or in respect of this agreement or the subject matter thereof which may at any time arise between the parties hereto or any person claiming under them, shall be adjudicated by the competent Court of law, having jurisdiction to entertain the same.

**AND WHEREAS** for the interest of timely completion of entire project work WE the Owners herein doth hereby nominate, constitute, appoinet and authorize the Developer herein i.e. **DEBANGAN ESTATE PRIVATE LIMITED**, having (PAN NO. AAGCD3122P) a partnership firm having its office at 18/1B, Northern Avenue, P.O. Belgachia, P.S. Chitpore, Kolkata – 700 037, represented by its Director namely **DEBABRATA CHAKRABORTY**, (PAN-ACIPC5882E, Aadhaar No. 5490 1068



**5133, MOB. NO. – 8240052597)** son of Late Amal Bikash Chakraborty, by faith Hindu, by occupation Business, by nationality Indian, residing at 56/1C, Anath Nath Deb Lane, Kolkata, Police Station - Tala, Kolkata - 700,037, as our true and lawful Attorney to do all or any of the following acts deeds and things for the purpose of the said development work.

1. To look after, manage and maintain our Said Property during the course of the said construction.
2. To enter into the Said property for the purpose of the said constructional works and for such purpose to make feasible building plan / revised building plan, modified building plan or reconstruction plan etc. duly signed by him or by us and submit the same along with relevant forms, declarations etc. on our behalf and get those approved / sanctioned from the Kolkata Municipal Corporation and other relevant and appropriate authorities at its costs and responsibilities and execute the construction at the said premises according to the said approved plans of the Kolkata Municipal Corporation.
3. To appoint Engineer, L.B.S, Contractor and labour for construction of the said building and to make payments to them. To apply for survey and inspection of the property and cause the survey and inspection by the KMC, CIT, CESC, Water Supply and appropriate authorities, submit relevant fees and applications.
4. To supervise the construction work and to carry on and / or to get carried out through contractors, sub-contractors, Architects and Surveyors as may be required by the said Attorney, the construction as per the sanctioned plan.
5. To carry on correspondence with and represent us before all concerned authorities in connection with the construction at the Said Property.

6. To pay various deposits to the Kolkata Municipal Corporation and other concerned authorities as may be necessary for the purpose of carrying out the construction work on the Said Property and to claim refund of such deposits so paid by our said Attorney and to give valid and effectual receipt in our name and on our behalf in connection with the refund of such deposits.
7. To approach and apply to the different authorities and offices for the purpose of obtaining various permissions and sanctions and other service connections including water and electricity for carrying out and completing the construction.
8. To apply and obtain electricity, water, sewerage, drainage, telephone or any other utility / services to the Said Premises and to close down and / or connect or disconnect the same and for those purpose to sign, execute and submit all papers, applications, documents before the concerned authorities and to prove all other acts, deeds and things as may deem fit and proper by the said Attorney.
9. To file and receive back any documents, to deposit money by challan or receipt and to withdraw money from any suit, cases or from any office or offices and to grant proper acknowledgement receipt.
10. To obtain refund of Stamp duty, Court fees or repayment of Stamp duty or Court fees.
11. To apply to Court, all Banks, financial institutions, govt. and non govt. offices for copies of documents and papers and to withdraw deeds, documents, papers from any Court.
12. To apply for the inspection and / or to inspect judicial records and any records of any office or offices either Central or State or local Govt.



13. To negotiate with any person / Officer or any authority relating to the affairs of the Schedule property.
14. To pay Municipal taxes regularly before the Kolkata Municipal Corporation and rent to the Government on our behalf and to do all necessary act or acts which may be necessary relating to the Schedule Property.
15. To sign and apply from time to time for modification of the building plans, revised plan, reconstruction plan etc. in respect of the constructed building at the Said Property, and to apply for Completion / Occupation Certificate of the said building and to collect those documents from the KMC and elsewhere.
16. To collect different building materials at its costs expenses risks and responsibilities for such construction.
17. To do all other acts deeds matters and things in respect of the Said Property for the purpose of the said construction work thereupon including mutation etc.
18. To enter into agreements for sale or transfer of the different portions excepting Owners' allocation of the said building at any stage of construction with such persons and on such terms and conditions and at such consideration / price as the Said Attorney may in his / its absolute discretion think fit and proper as per the Agreement concluded in writing between the Principal and the Attorney.
19. To sell, transfer, demise all or any of the flats, garage spaces, units etc. together with proportionate share or interest in the land comprising the Premises on which the said building is built excepting the Owners' allocation to different persons on ownership basis and / or in any other manner as might be thought fit by the said Attorney and to collect and receive of and from the prospective buyers / transferees

of such flats, units, spaces the price or rent or premium of such flats or spaces that will be paid by such persons and for that act or purpose to make sign and execute and / or give proper and lawful discharge for the same.

20. To appear for us and on our behalf in all courts, L. A. Collector, Board of Revenue, CESC, K.M.D.A, K.I.T, P.W.D., Kolkata Municipal Corporation, Tribunals, Public Bodies, Competent Authorities under U.L.C. and State Government, Land Department, Civil Administration / Police Authorities, Airport Authority etc. and to submit forms and documents, tender fees and deposits and withdraw such deposits.
21. To make, sign, execute, verify, present and file all applications, plaints, petitions, written statements, vakalatnamas or other documents as deemed statements, or any other documents as deemed necessary in the opinion of the Attorney or be made, signed, executed, presented or filed on our behalf any court of law or elsewhere in connection with any proceedings in respect of the Said Property or the construction works therein.
22. To give such letters and writings and / or undertakings as may be required to be given on our behalf from time to time by the Kolkata Municipal Corporation and / or concerned authorities for the purpose of carrying out the construction works at the Said Property.
23. To sign, execute and admit any documents, statements, papers, undertakings, declarations, plans as may be required for obtaining necessary permission by the Kolkata Municipal Corporation and other appropriate authorities.
24. To pay Municipal taxes regularly before the Kolkata Municipal Corporation on our behalf and to do all necessary act or acts which may be necessary relating to the Scheduled Property.



25. To swear any affidavits, declarations and Indemnity Bond etc. for the purpose of our Said Property as mentioned herein below, if required, in future as our lawful Attorney shall deem fit without making us liable in any way, before any Judicial, Executive and Notary Public, Registrar.
26. To represent us before the Kolkata Municipal Corporation, Registrar, Registrar of Assurances or any office, authority, in respect of the under mentioned property as our lawful Attorney.
27. To receive every sum of money whatsoever which may become due and payable to us upon or by virtue of any agreement, charges or other security and on receipt thereof to make, sign, execute and give sufficient releases or other discharges for the same, for fulfillment of the terms of the said agreement, and pay and deposit to us our entitlement therefrom in terms thereof.
28. To execute from time to time agreements for sale or conveyances of such flats and units comprised in the Developer's Allocation.
29. To insure the Said Property against damages, fire, tempest, riot, civil commotion, flood, earthquake etc. as our said Attorney may think fit and proper at its cost.
30. To appoint Pleaders, Solicitors, Advocate or Attorney or Lawyer on our behalf and to appear in any court or before Revenue or other Officer or Officers of any state or Local Authority and to revoke such appointment and to substitute any others in their place and stead.
31. For us and in our names to accept service of any writ of summons or other legal process and to appear in any court and before all courts, Magistrates or Judicial or other officers whatsoever as our said Attorney shall think advisable and to

commence any action or other proceedings in any court or authority and to prosecute or discontinue or become non-suited therein and to settle, compromise or refer to Arbitration any suit, action or proceedings as the said Attorney shall think fit and also to appoint any Solicitor and / or Advocate or Lawyer to prosecute, defend in the premises aforesaid or any of them as occasion may arise either in our names or in the name of it.

32. To sign and present the deeds of gifts to authorities, agreement for sale, sale, conveyance or conveyances, assignments, affidavits, declarations, boundary declarations, deed of rectification, mortgages, release, lease, sub-lease or other document or documents for registration and to admit thereof and receipt of consideration on our behalf before any Registrar of Assurances or Registrars having authority for and to have the same registered according to law and to do all other acts, deeds and things which our Attorney shall consider necessary for the transferring and / or conveying the Developer's allocation only and not the Owners' allocation to the intending Purchaser or Purchasers or any other person as our lawful and effectual Attorney.

**GENERALLY** to do and perform all acts deeds matters and things necessary and convenient for all or any of the purpose aforesaid and for giving full effect to the authorities hereinbefore contained as fully and effectually as we could do.

**AND** we agree to ratify and confirm whatsoever the said Attorney shall do in the premises by virtue of these presents.

**AND GENERALLY** to perform all other acts, deeds and things which would be necessary from time to time for the said construction and for the transfer of or otherwise dealing with the flats and spaces comprising the Developer's allocation and all acts, deeds or things lawfully done by our Attorney shall be construed as acts done by us and we shall ratify and agree to ratify and confirm the same.



**THE FIRST SCHEDULE**  
**(Description of the entire Property)**

**ALL THAT** piece and parcel of homestead land measuring 4 Cottahs 5 Chittack 20 sq. ft. more or less together with two storied dilapidated 100 years old building standing thereon all with cemented floor, lying and situate at and being Premises No. 72, Paikpara Row, Kolkata – 700037, P. S. Chitpore, in the District of South 24-Parganas, being Assessee No. 11-004-10-0143-4, within the limit of Kolkata Municipal Corporation Under Ward No. 004, which is butted and bounded :

**ON THE NORTH** : Paikpara Row ;  
**ON THE SOUTH** : 25A, Raja Manindra Road ;  
**ON THE EAST** : 71B, Paikpara Row ;  
**ON THE WEST** : 73, Paikpara Row ;

**THE SECOND SCHEDULE**  
**(OWNER'S ALLOCATION)**

**ALL THAT** piece or parcel of Owners' Allocation shall mean and include 50% constructed area of the building as per the said sanctioned building plan allocable to the owners in a good finished and habitable condition and constructed as per specification mentioned in the Fourth Schedule hereunder for their exclusive use and enjoyment together with undivided proportionate common rights in common portions and common amenities as per Fifth Schedule hereunder written together with undivided impartible proportionate share of land of premises No. 72, Paikpara Row, Kolkata – 700037, P. S. Chitpore, in the District of South 24-Parganas, being Assessee No. 11-004-10-0143-4, under Ward No. 004, written hereunder and the said owners' allocation will be allotted to the owners in following manner :-

- a) 50% area of the Garage of ground floor of new building.
- b) 1<sup>st</sup> floor Back side of the new building.

- c) 2nd floor Front side and Back side of the new building.
- d) 4<sup>th</sup> floor Front side of the new building.

**THE THIRD SCHEDULE**  
**(DEVELOPER'S ALLOCATION)**

**ALL THAT** piece or parcel of a Developer's Allocation shall mean and include rest of the constructed area (save and except owners' allocation) i.e. 50% constructed area together with undivided impartible proportionate share of the land of premises No. 72, Paikpara Row, Kolkata – 700037, P. S. Chitpore, in the District of South 24-Parganas, being Assessee No. 11-004-10-0143-4, under Ward No. 004, including proportionate common rights in all common portions, common areas, common amenities and facilities which shall belong to the Developer and/or its nominee/s or assigns and/or transferee/s and the said developer's allocation.

**THE FOURTH SCHEDULE**  
**(Specification)**

- a. All walls will be 12 inch, 14 inch or sizeable width having 1 inch plaster on both sides.
- b. Windows will be aluminium shutters fitted with transparent / frosted glass.
- c. All door frames will be wooden and doors will be flush door fitted with hatch bolt.
- d. Floors will be vitrified and R.C.C. finished. Toilet wall will be finished by wall tiles upto 6 ft. high all sides. Toilet floor will be finished by marble
- e. Internal walls will be finished with wall putty and outer walls will be finished with weather coat colour.
- f. Electrical wiring will be Pritam, Finolex and other standard make.



- g. All plumbing lines will be concealed and plumbing taps and fittings will be ESSCO, Hindusthan, Parryware or standard make.
- h. Electricity will be supplied by CESC.
- i. One underground reservoir and overhead tank will be provided in the building. The water will be supplied by KMC.
- j. **ELECTRICAL POINTS** : in Bed rooms 03 nos. of light points, 01 Fan point, 01(one) 15Amp power plug, 01 A/C. point, In drawing or dining room 02 light point, 01 fan point, 01 power plug point, one 15 Amp. Fridge point. In balcony 01 light point, 01 Washing Machine (15 Amp), In toilet 01 light point, 01 exhaust point, one 15 Amp for geyser, one fan point, Outside main gate one light point and one calling bell point, In kitchen one light point, one exhaust point, one Chimney point, one aquaguard point, one 15 Amp. Point, One MCB will be fitted (Havel's) within each flat of the Owners.
- k. **PLUMBING POINT**
- l. In toilet one mixer point, 01 basin point (out side), one shower, one commode, one tap, one commode shower point, 1 Geyser point (toilet) + 1 WM point (balcony)
- m. In kitchen one tap for sink, one aquaguard point, one tap under sink.
- n. Kitchen top will be granite finished, 1 Kitchen sink (steel). Wall tiles will be fixed upto 2 ft. height above the cooking slab.

IN WITNESS WHEREOF the parties hereto put their respective sign, seal and signature hereunto on the day, month and year first above written.

WITNESSES:

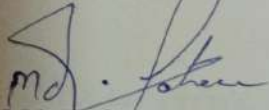
1. Subashish Bose  
10/A, K.M. Lane  
KOL-37.

2. Soukhan Dutta  
6/2D Uma Kanta Sen  
KALB KOL - 37

1. Goutam Mitra
2. Saikat Mondal
3. Prithwish Mondal
4. Indrani Ghosh
5. Sanjay Mitra
6. Swapna Ghosh.
7. Santa Mitra
8. Alami Mitra
9. Baisali Sen

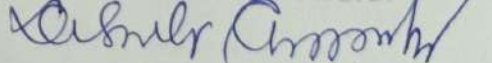
Signature of the Land Owners

Drafted and prepared by:

  
Md. Faheem,  
(Advocate)

Sealdah Court,  
Kolkata - 700 014.  
En. No. F-1384/1428/2016.

DEBANGAN ESTATE PVT. LTD.

  
Director

Signature of the Developer



**MEMO OF ADVANCE DEPOSIT**

RECEIVED from the within named Developer the sum of **Rs.6,00,000/- (Rupees six lakh)** only in the following manner:

<b><u>M E M O</u></b>			
<b>Ch. No.</b>	<b>Date</b>	<b>Banker's Name</b>	<b>Amount (Rs.)</b>
001102	10/10/2023	Bank of Baroda,	Rs. 1,50,000.00
001104	-Do-	Tatapark Bx.	
001105	-Do-	-Do-	Rs. 75,000.00
001106	-Do-	-Do-	Rs. 37,500.00
001109	-Do-	-Do-	Rs. 37,500.00
			Rs. 50,000.00
001108	-Do-	-Do-	Rs. 50,000.00
001101	-Do-	-Do-	Rs. 75,000.00
001103	-Do-	-Do-	Rs. 75,000.00
<b>TOTAL :</b>			<b><u>Rs. 6,00,000.00</u></b>

(Rupees six lakh) only

**WITNESSES:**

1. Debasis Bose

2. Subar Datta

1. Goutam Mitra
2. Saikat Mondal
3. Prituwin Mondal
4. Indira Ghosh
5. Sanjay Mitra
6. Swapna Ghosh
7. Samla Mitra
8. Alim Mili
9. Baisali Sen

Signature of the Land Owners

# TEN FINGER PRINT



Gowdane Mehera

	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				



Saikat Mondal

	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				



Anirban Mondal

	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				



# TEN FINGER PRINT



Indani Shishu

Little	Ring	Middle	Fore	Thumb
<b>Left Hand</b>				
Thumb	Fore	Middle	Ring	Little
<b>Right Hand</b>				



Sanjay Mitra

Little	Ring	Middle	Fore	Thumb
<b>Left Hand</b>				
Thumb	Fore	Middle	Ring	Little
<b>Right Hand</b>				



Swapna Ghosh

Little	Ring	Middle	Fore	Thumb
<b>Left Hand</b>				
Thumb	Fore	Middle	Ring	Little
<b>Right Hand</b>				

# TEN FINGER PRINT



*Santa Mitra*

Little	Ring	Middle	Fore	Thumb
<b>Left Hand</b>				
Thumb	Fore	Middle	Ring	Little
<b>Right Hand</b>				



*Anam Mitra*

Little	Ring	Middle	Fore	Thumb
<b>Left Hand</b>				
Thumb	Fore	Middle	Ring	Little
<b>Right Hand</b>				



*Baisali Sen*

Little	Ring	Middle	Fore	Thumb
<b>Left Hand</b>				
Thumb	Fore	Middle	Ring	Little
<b>Right Hand</b>				



# TEN FINGER PRINT



*Subir Choudhary*

	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				



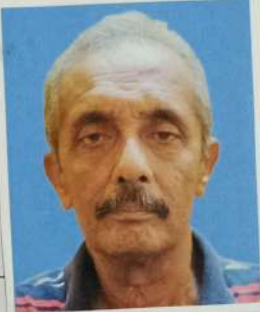





Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. SEALDAH, District Name :South 24-Parganas







Signature / LTI Sheet of Query No/Year 16062002582021/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.









SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr GOUTAM MITRA 72, Paik Para Row, City:- Not Specified, P.O:- Belgachia, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700037	Land Lord			Goutam Mitra 10-10-23
2	Mr SAIKAT MONDAL 49C, Paik Para Row, City:- Not Specified, P.O:- Belgachia, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700037	Land Lord			Saikat Mondal 10/10/23
3	Mr PRITHWISH MONDAL 49C, Paik Para Row, City:- Not Specified, P.O:- Belgachia, P.S:-Chitpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700037	Land Lord			Prithwish Mondal 10/10/2023



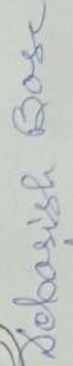


I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mrs INDRANI GHOSH 40A/2, Jibankrishna Mitra Road, City:- Not Specified, P.O:- Belgachia, P.S:-Chitpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700037	Land Lord			Indrani Ghosh 10.10.2023
5	Mr SANJAY MITRA Motijheel Avenue, P-19, City:- Not Specified, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074	Land Lord			Sanjay Mitra 10.10.2023
6	Mrs SWAPNA GHOSH P- 252A/1, C.i.t.road, 72, City:- Not Specified, P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Land Lord			Swapna Ghosh 10.10.2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7	Mrs SANTA MITRA 72, Paik Para Row, City:- Not Specified, P.O:- Belgachia, P.S:-Chitpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700037	Land Lord			<i>Santa Mitra</i> 10/10/23
8	Mr ATANU MITRA 72, Paik Para Row, City:- Not Specified, P.O:- Belgachia, P.S:-Chitpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700037	Land Lord			<i>Atanu Mitra</i> 10/10/2023
9	Mrs BAISALI SEN 60/67, B.t.road, City:- Not Specified, P.O:- Cossipore, P.S:- Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002	Land Lord			<i>Baisali Sen</i> 10/10/23
10	Mr DEBABRATA CHAKRABORTY 56/1C, Anath Nath Deb Lane, City:- Not Specified, P.O:- Belgachia, P.S:- Tala, District:-South 24- Parganas, West Bengal, India, PIN:- 700037	Represent ative of Developer [DEBANG AN ESTATE PRIVATE LIMITED ]			<i>Debabrata Chakraborty</i> 10/10/2023

Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
Mr DEBASISH BOSE Son of Mr GANESH BOSE 10/A, Krishna Mullick Lane, City:- Not Specified, P.O:- Belgachia, P.S:- Ultadanga, District:- South 24-Parganas, West Bengal, India, PIN:- 700037	Mr GOUTAM MITRA, Mr SAIKAT MONDAL, Mr PRITHWISH MONDAL, Mrs INDRANI GHOSH, Mr SANJAY MITRA, Mrs SWAPNA GHOSH, Mrs SANTA MITRA, Mr ATANU MITRA, Mrs BAISALI SEN			 10/10/2023

(Amitaka Ghosal)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R.  
 SEALDAH  
 South 24-Parganas, West  
 Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2023, Page from 117074 to 117120

being No 160604174 for the year 2023.



*Amitava Ghosal.*

Digitally signed by AMITAVA GHOSAL  
Date: 2023.10.17 11:56:56 +05:30  
Reason: Digital Signing of Deed.

**(Amitava Ghosal) 17/10/2023**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SEALDAH**  
**West Bengal.**