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

  
 District Sub-Registrar-II  
 Alipore, South 24 Parganas

19 JUL 2019

DEVELOPMENT AGREEMENT FOR CONSTRUCTION ALONGWITH

POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT FOR CONSTRUCTION

ALONGWITH POWER OF ATTORNEY made on this

18<sup>th</sup> day of July, 2019 (Two Thousand Nineteen)

BETWEEN

1) **SRI TAPAN KUMAR MITRA**, (PAN- ATIPM0924G) son of Late Subodh Chandro Mitra, by faith-Hindu, by Nationality-Indian, by occupation - Retired, residing at 135, Netaji Subhas Road (Bakshi Bagan), being Premises No. 97, Netaji Subhas Road, P.S. Behala now Parnasree, P.O. Parnasree, under KMC Ward No.130, Kolkata-700034, District South 24 Parganas, 2) **SMT. JUTHIKA ROY** (PAN - AWSPR4297A) wife of Gobinda Roy, by faith Hindu, by nationality Indian, by Occupation Housewife, residing at 135A, Netaji Subhas Road (Bakshi Bagan), being premises No. 97A, Netaji Subhas Road, P.S. Behala now Parnasree, P.O. Parnasree, under KMC Ward No. 130, Kolkata - 700034, District South 24 Parganas, 3) **SRI DEBJYOTI BHATTACHARJEE**(PAN - A.JQPB9775Q) son of Late Shiba Prasad Bhattacharjee, by faith Hindu, by occupation Business, residing at 327, Diamond harbor Road, P.O. & P.S. Behala, Kolkata - 700034, hereinafter referred to as the "**OWNERS**" (which term or expression shall unless repugnant to the context either expressly or impliedly shall deem to mean and include their heirs, legal representatives, successors in interest and assigns) of the **FIRST PART**.

**AND**

**M/S MITRA CONSTRUCTION**, a sole proprietorship firm, represented by its proprietor namely **SRI KANCHAN MITRA**, (PAN-AFLPM8620A), son of late Ajit Kumar Mitra, by faith Hindu, by occupation Business,

by Nationality Indian, residing at 197, Pathak Para Road, P.O. & P.S. Parnasree, Kolkata-700060, having its office at 1, Pathak Para Road, P.O. & P.S. Parnasree, KMC Ward No. 132, Kolkata 700060, District South 24 Parganas, 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 its successor-in-office, successor-in-interest, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** one Mahendra Nath Mitra, since deceased, had purchased a piece and parcel of Bastu Land, measuring a bit more or less 05 Cottahs 09 Chittaks 07 Square Feet from one Bhuban Mohan Das, by way of Deed of Conveyance, duly registered on 08.02.1924 at the office of the then Joint Sub-Registrar Alipore and recorded there in Book No. 1, Volume No. 6, Pages 240 to 244, Being Deed No. 382 for the year 1924.

**AND WHEREAS** said Mahendra Nath Mitra while possessed and enjoying the same by way of mutated his name in all respect died intestate leaving behind his two sons namely Probodh Chandra Mitra and Subodh Chandra Mitra as his only legal heirs and successor to inherit the said property to the interest of the undivided and un-

**AND WHEREAS** said Subodh Chandra Mitra, since deceased, during his life time had transferred his undivided un-demarcated  $\frac{1}{2}$  share over the said property to his nephew Amal Kumar Roy, by way of execution of Settlement Deed, on 12.08.74, duly registered at the office of Sub-Registrar, Assurance of Calcutta and recorded in Book No. III, Volume No. 2, Pages 245 to 250, being Deed No. 284 and said Amal Kumar Roy on being obtaining the right, title and interest over the said property having undivided and un-demarcated  $\frac{1}{2}$  share was possessed and enjoyed the same with said Subodh Chandra Mitra jointly.

**AND WHEREAS** afterwards said Subodh Chandra Mitra and Amal Kumar Roy, during possession of the said undivided and undemarcated property, decided to demarcated the same by way of partition of their allocated  $\frac{1}{2}$  share each and with the intervention of their well wishers amicably partitioned and demarcated their respective plot to the extend of half share each by way of writings, wherein said Subodh Chandra Mitra was allotted and demarcated his property measuring 05 Cottahs 10 Chittaks land together with one storied structure thereon specified with A-Plot marked with RED colour ink in the Map attached there to after being payment of Rs.25,000/-towards owelty money to the said Amal Kumar Roy for

extra possession of land measuring 03 Cottahs 08 Chittaks 11 square feet together with structure thereon and the said Deed of Partition and/or Deed of Settlement in between said Subodh Chandra Mitra and said Anand Kumar Roy was duly registered on 29.12.81 at the office of the Behala Sub-Registrar at Alipore vide Deed No. 1096 for the year 1981.

**AND WHEREAS** after attainment of sole ownership in respect of the property measuring 05 Cottahs 10 Chittaks bastu land together with structure thereon, particularly and specifically mentioned in the Schedule hereunder, said Subodh Chandra Mitra mutated his name with the record of the KMC Authority and possessed and/or enjoyed the same with his family members peacefully.

**AND WHEREAS** during life time said Subodh Chandra Mitra with his own volition had transferred, conveyed his sole right, title and interest of the said as well as Schedule mentioned property in favour of his second son Tapan Kumar Mitra, the present owner/first party herein, by way of execution of Deed of Gift, dated 14.12.88 and recorded therein Book No. 1, Volume No. 77, Pages 493 to 504, Vide Deed No. 5081 for the year 1988.

**ANDWHEREAS** the present owner herein on being attainment of sole ownership on the strength of the said Deed of Gift, being No.5081/88 have mutated his name with the record of the KMC Assessee Roll with Assessee No. 411300900980, and has been possessing and enjoying the said as well as schedule mentioned property by paying regularly rates and taxes thereof before the appropriate authority.

**AND WHEREAS** the first party hereof, during possession of the said as well as SCHEDULE A property afterwards, owing to urgent need of money had transferred, conveyed a small piece of land out of the SCHEDULE A property measuring 10 chittak a bit more or less together with two rooms made of brick built with tile shed to one Smt. Juthika Roy, the tenant out of the SCHEDULE A property, by way of execution of a Deed of conveyance duly registered at the office of A.D.S.R. Behaia and recorded in Book No. 1, volume No. 2, Pages 179 to 188, Being No. 1068 for the year 2001.

**AND WHEREAS** the first party/owner herein also for his urgent need of money conveyed another small piece of land out of the SCHEDULE A property measuring 09 Chittaks 26 Square Feet a bit more or less together with structure to one Sri Nemaï Chakraborty by way of execution of a Deed of Conveyance duly registered at the office of the

DSR - 2. Alipore recorded in Book No. 1, Volume No.17Pages840  
857being Deed No.3676 for the year 2005.

AND WHEREAS after sold out aforesaid two portions, the herein mentioned owner presently possessing and enjoying the land measuring 04 Cottahs 06 Chittaks 19 square Feet a bit more or less together with one old structured building thereon having with dilapidated condition with the status of a sole ownership and paying taxes regularly to the appropriate authority and also paying rates and kajna to the appropriate authority and has been absolutely enjoying the property free from all encumbrances.

AND WHEREAS the Owner No.2 i.e. Juthika Roy after purchase the portion of aforesaid property measuring about 10 Chittak a bit more or less together with two rooms with brick built with tile shed mutated her name in the record of K.M.C. vide Assessee No. 411300904997 and paid rent, rates and taxes accordingly.

AND WHEREAS said Nemai Chakraborty after purchasing the aforesaid portion of aforesaid property measuring about 9 Chittak 26 Sq.ft. together with 200 Sq.ft. brick built structure with common right of passage and user of drainage declared to sell and transfer the said property of his own allocation and as such one Debajyoti Bhattacharjee the Owner No.3 herein purchased the aforesaid property by virtue of a Deed of Conveyance which was duly registered

at the office of D.S.R. - II, Alipore and recorded in Book No.I, Volume No. 1602-2018, pages from 309514 to 309540. Being No. 160209285 for the year 2018.

**AND WHEREAS** said Debajyoti Bhattacharjee by dint of purchase Deed aforesaid became the absolute owner of land and building measuring about 9 Chittak 26 Sq.ft. together with 200 Sq.ft. brick built structure and duly mutated his name in the record of Kolkata Municipal Corporation vide Assessee No. 411300905886 and enjoying the property without any hindrance from any corner.

**AND WHEREAS** While separately enjoying the above said owners in their respective plots in terms of their aforesaid purchase deeds and being adjacent to each other having common boundary and on amalgamation of the aforesaid three adjacent plots/properties into a single plot by way of two Deeds of Amalgamation, one between Tapan Kumar Mitra and Debjyoti Bhattacharjee which was registered before the office of D.S.R. II, Alipore and recorded in Book No. 1, Volume No. 1602-2019, pages from 25454 to 25480, Being No. 160200679 for the year 2019, and another two Deed of Gift which was also registered between Tapan Kumar Mitra, Debjyoti Bhattacharjee and Juthika Mitra which were registered before the office of A.D.S.R. Behala, and recorded in Book No. 1, Volume No. 1607-2019, pages from 20415 to 204178 Being No. 160706453 for the year 2019 and another Deed recorded in Book No. I, Volume No.1607 of 2019, pages from 204179



to 204205, being No. 160706452 for the year 2019 for their beneficial use and commercial exploitation and the properties become single unit/single plot which is morefully and particularly mentioned in the Schedule "A" hereunder and decided to construct multistoried building over the said property in accordance with sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation.

**AND WHEREAS** the owners herein jointly applied before Kolkata Municipal Corporation for mutation and the said property/single plot mutated in the name of three owners vide Assessee No. 411300900980 and the premises name and numbered as 97, Netaji Subhas Road, Kolkata - 700034 within K.M.C. Ward No. 130.

**AND WHEREAS** the owners herein thus acquired the absolute right, title, interest and possession in respect of the aforesaid premises which is morefully and elaborately described in the Schedule "A" premises and hereinafter be referred to as the "Said Premises" and it has a good marketable title and in free from all encumbrances, liens, dispendens, attachments and trust whatsoever and the owners hereof are well seized and possessed of or otherwise well and sufficiently entitled to all that the said premises.

**AND WHEREAS** now the owners of the First Part is desirous of developing the said premises by construction of new building for Residential purpose but due to insufficient of fund and lack of knowledge, the owner herein while searching a Developer for

construction of a new building, the other Part herein being informed about the intention of the owners and have approached the Owners to construct a new building and the owner being convinced with the said approach accepted the Developer's proposal.

**AND WHEREAS** the said property is absolute free from all Encumbrances attachment, lien impendence, debattor, pirrattor, trust, vest, no Notice of Requisition and Acquisition have been served upon the owner and/or the said property have not been affected by way of order of any court for selling and/or alienating the same, the owner has been absolute authority to deal with the said property and the owner hereby declare that they have full power and absolute authority to enter into this Agreement.

**AND WHEREAS** it has been agreed and settled by and between the parties herein that the said proprietorship firm M/S Mitra Construction would construct a new multi storied building, as per the building plan to be sanctioned by the Kolkata Municipal Corporation at the cost and expenses of the developer herein with the object of handing over owner's allocation and/or selling units or flats in the proposed multistoried building to be constructed on the SCHEDULE A property with the following terms and conditions as are mentioned hereinafter.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed and declared by and between the PARTIES as follows:

**ARTICLE-1**

**DEFINITIONS**

1. Unless in these presents, it is repugnant to or inconsistent with the context:-

1.01. **OWNERS**

Shall mean **1) SRI TAPAN KUMAR MITRA**, (PAN- ATIPM0924G) son of Late Subodh Chandra Mitra, by faith-Hindu, by Nationality-Indian, by occupation - Retired, residing at 135, Netaji Subhas Road (Bakshi Bagan), being Premises No. 97, Netaji Subhas Road, P.S.Behala now Parnasree, P.O.Parnasree, under KMC Ward No.130, Kolkata-700034, District South 24 Parganas, **2) SMT. JUTHIKA ROY**(PAN - AWSPR4297A) wife of Gobinda Roy, by faith Hindu, by nationality Indian, by Occupation Housewife, residing at 135A, Netaji Subhas Road (Bakshi Bagan), being premises No. 97A, Netaji Subhas Road, P.S. Behala now Parnasree, P.O. Parnasree, under KMC Ward No. 130, Kolkata - 700034, District South 24 Parganes, **3) SRI DEBJYOTI BHATTACHARJEE**(PAN - AJQPB9775Q) son of Late Shiba Prasad Bhattacharjee, by faith Hindu, by occupation Business, residing at 327, Diamond Harbor Road, P.O. & P.S. Behala, Kolkata - 70054, the Party of the **FIRSTPART** and shall include his heirs and assigns.

### 1.02. DEVELOPER

Shall **M/S MITRA CONSTRUCTION**, a sole proprietorship firm, represented by its proprietor namely **SRI KANCHAN MITRA**, (PAN-AFLPM8020A), son of late Ajit Kumar Mitra, by faith Hindu, by occupation Business, by Nationality Indian, residing at 197, Pathak Para Road, P.O. & P.S. Behala, Kolkata-700060, having its office at 1, Pathak Para Road, P.O. & P.S. Parnasree, KMC Ward No. 132, Kolkata 700060, District South 24 Parganas, the Party of the **SECONDPART** and shall include his representative their and assigns.

### 1.03. SAID PREMISES

shall mean the premises, morefully described in the **SCHEDULE "A"** written herein below,

### 1.04. BUILDING

Shall mean a multi storied building or ground plus three storied building as the case may be to be constructed in the said premises described in **SCHEDULEA** in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation.

### 1.05. BUILDING PLAN

Shall mean the plan for the construction of the building as per plan sanctioned by the Kolkata Municipal Corporation and shall include any renewal or amendments thereto and/or modifications thereof made or caused by the developer.

**1.06. COMMON AREAS**

Shall include the roof, terrace, passage, ways, stairways, drive ways, gates, all rain water pipes, sewerage, fittings, fixtures, manholes, pit, gullies, municipality filtered water connection and pipe lines, water pump and overhead tank, underground water reservoir, boundary wall, courtyard, CESC electric connection, electric supply to common areas and facilities, electric fixtures in the common areas, main switch, electric meter rooms, interior walls, other facilities which will be provided by the development from time to time. The common areas are impartible.

**1.07. OWNERS' ALLOCATION**

The Owner No. 1 shall get one 3BHK Flat measuring about 1170 Sq.ft. at First Floor front side i.e. South Eastern side, one 2BHK Flat, measuring about 594 Sq.ft. at Second Floor North Eastern side and one Car parking space measuring about 120 Sq.ft. at Ground floor along with Rs. 20,00,000/- (Rupees Twenty Lacs) only as per schedule "E" hereunder for his respective allocation.

The owner No. 2 shall get one 2BHK Flat measuring about 594 Sq.ft. at Ground floor along with a sum of Rs. 10,000/- (Rupees Ten Thousand) only as per schedule "F" hereunder for her respective allocation.

The Owner No.3 shall get one 1BHK Flat measuring about 300 Sq.ft. at Second Floor, North Western side for his respective allocation.

#### 1.14 **DEVELOPER'S ALLOCATION**

Developer shall get remaining portion i.e. after handing over the owner allocation to the owner together with proportionate share of land and common area, facilities and amenities including the open spaces of the premises, which shall be ultimately conveyed by Owner **FIRST PARTY** to the Developer's nominated person or persons.

#### 1.15. **TRANSFEROR**

Shall mean the owner for the land and the developer for the construction part.

#### 1.16. **TRANSFeree**

shall mean the person, firm, company, Association of persons or co-operative society to whom any flat/unit and other constructed space in the Building is intended to be transferred by the owner and/or Developer.

### **ARTICLE II**

#### **OWNER'S RIGHTS & REPRESENTATIONS**

2.01. That the total area comprised in the said premises in 05 Cottahs 10 Chittaks 19 square feet more or less, more fully described in the SCHEDULE "A" written herein below,

2.02. The owner will furnish all original documents to the Developer in respect of the SCHEDULE "A" property, but the Developer have no right to mortgage the same before any financial institution. After

completion of the project, the developer will return back the said original document to the owner or the family of the owner.

2.03. Only after peaceful shifting of the owner, the owner shall put the Developer in possession of the said premises with full power and right to commence carry on and complete development thereof in terms of the building sanctioned plan to be sanctioned by the K.M.C.

2.04. The developer will be deemed to be in possession of the said premises and will be free to do all acts, deeds and things required for the development of the said premises as per sanctioned plan at its own costs, expenses and risks. The name of the complex or building therein shall be such as may be mutually decided by the developer and the owner and no personal name will be entertained.

2.05. The owner will convey and/or transfer the proportionate share in the total land appertaining to the Developer's allocation, free from all encumbrances to the developer or the persons nominated by the developer after handed over the owner's allocation to the owner by the developer.

2.06. The owner shall become absolutely entitled to deal with their allocation as and when required from time to time and in such

manner as it may find necessary and deemed fit and proper but not inconsistent with the terms and conditions herein.

### **ARTICLE-III**

#### **DEVELOPER'S RIGHT & REPRESENTATIONS**

3.1. The owners hereby grant, subject to what have been hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the Building at the said premises.

3.2. The Developer shall be entitled to prepare modify and/or alter the Building plans in consultation with the owners and to submit the same to concerned authority in the name of the owner at the costs and expenses of the Developer and the Developer shall pay and bear all fees including Architect's Fees, charges and expenses required to be paid or deposited for obtaining the sanction from the concerned authority for construction of Building on the said premises. However if on the request of any Prospective purchaser, any particular internal modification/alteration is made in that event the purchaser of that Unit/Flat shall bear and pay all the fees and deposits including Architect fees for such modification/alteration to the concerned authority.



3.3. The Building will be constructed with new First Class Building materials and good workmanship and with such specifications more fully described/mentioned in the SCHEDULE "D" hereunder written and strictly in accordance with Building Plans with such internal additions, modifications and alterations therein as be designed with the consultant and approval of the owner and with such amendment thereto and modification thereof only with the approval and sanction of concerned offices or other necessary Body or Authorities.

3.4. Both party hereby agreed that the owner win be fully entitled to enjoy the owner's allocation and entitled to sale, convey, gift or otherwise alienate and/or transfer his interest in any manner to any person, Association of Persons, firm, companies, body-corporate, co-operative societies, Government Agencies etc. and the Developer also entitled to sale, convey, gift or otherwise alienate and/or transfer its interest in any manner to any person, Association of persons, firm, companies, body corporate, co-operate societies, government agencies etc. after taking written consent power of Attorney of the owners

3.5. The Developer shall complete the project of development of the said premises including all facilities and amenities within 30 months from the date of sanction plan. If the developer fails and neglects to perform the covenant i.e. to complete the building in accordance with

the specification in the SCHEDULE 'D' and fully completed with all common facilities, enjoyments and amenities within the period mentioned above provided that if any time is lost due to FORCE MAJEURE then so much of the time, as is so lost, will be further added to the period of another 6 (Six) months. Time is the essence of this agreement.

3.6. If it is found that any area out of the sanctioned area by the Kolkata Municipal Corporation remains unconstructed on the expiry of total 36 months, as mentioned hereinbefore and the developer fails and neglects to hand over the complete allocation of the owner including proportionate common facilities enjoyment and amenities the developer shall pay damages/compensation Rs.500/- (Rupees Five Hundred) only per day till completion.

3.7. In case of any amendment and/or changes by the concerned offices present rules and regulations and conditions and/or provisions under any statute for carrying out the construction work mentioned hereinabove it would be the responsibility of the developer to comply therewith at its own costs and expenses and the owner will extend all possible discussion and render all assistance, if necessary to the developer in complying therewith.

3.8. The Developer shall remain responsible to clear all the outgoings, statutory dues of concerned offices and all other rates and taxes in respect of the said premises from the date of handing over

possession to the developer by the owner till the date of handing over owner's allocation completed in all respects as per specification of construction work mentioned in the SCHEDULE 'D' written to the owner. Thereafter the parties hereto shall bear and pay all outgoings in respect of their respective allocation/areas in the proposed building and each party shall keep the other served harmless and indemnified in respect thereof.

3.9. The owner will not be in any way responsible for the construction of the units/flats comprised in the developer's allocation and/or regarding delivery of units/flats, nor the owner will be liable for any claims, losses and/or damages arising out of the terms of the proposed Agreement between the developer and intending purchasers.

3.10. The developer hereby indemnify and keep indemnified the owner against all losses, compensations, damages, costs, charges, expenses, liabilities etc. that will be incurred or suffered by the owner on account of arising out of any breach of any of these terms or any laws including labour law, Rules or Regulations or due to accident or any mishap during construction or due to any claim made by any Third Party in respect of such construction or otherwise however.

**ARTICLE IV**  
**MISCELLANEOUS**

4.1. The owner immediately after signing of this agreement shall execute a General Power of Attorney in favour of the developer for manage, control and supervise the project. After handed over the owner's allocation to the owner, the developer will have the right to sell developer's allocation after satisfactory handing over of the owner's allocation only. Be it mentioned here specifically before handing over the owner's allocation satisfactorily, the developer will not sale register deed of conveyance or handing over possession in respect of developer's allocation in favour of any third party or any prospective buyer/purchaser, but the developer shall have right to enter into any agreement, agreement for sale with any person or concern in respect of it's allocation by taking part consideration or full consideration.

4.2. The developer at the time of development shall be entitled to construct Godown and put up sign Boards and Hoardings, on the said premises on temporary basis and shall be entitled to advertise in the Daily News Papers for Sale of Developer's allocation after execution of these presents for the purpose of this agreement. Similarly the owner may be entitled to advertise in the daily news papers for sale of owner's allocation.

4.3. The owner will join as the party in any Agreement where the Developer may enter any Agreement with the purchaser/purchasers in respect of any Unit/Flats along with common facilities of the Developer's allocation in the building, but the owner need not sign the Memo of Consideration part thereof. Similarly, if required by the owners, the developer will join as confirming party in respect of any agreement of owner's allocation in the proposed building.

4.4. If the owner after accepting the possession of the owner's allocation from the developer as per agreement if the developer takes proper written consent to sale any particular person from owner fail and/or neglect to execute and register the Sale Deeds then the developer will have all rights to get the sale deeds executed and registered through proper Court of Law.

4.5. It is agreed by both the parties that the owner shall have all rights to inspect the day to day progress of the construction of the Building and their suggestions should be regarded by the Developer and its Engineer with regard to the construction.

4.6. The developer will bear and pay all the outstanding charges and dues of whatsoever nature due and payable in respect of the said

premises including rent, property taxes, water and electricity charges, municipal dues, taxes and other outgoings to the date of handing over possession to the developer for construction. After hand over possession to the developer by the owners, the developer will bear all rates and taxes etc. till completion of project and thereafter the developer and the owner shall bear all the costs in proportion to their respective shares.

4.7. During the period of construction shall take the responsibility of the shifting charges of the owner a near locality till possession of the building, in lieu of that the developer shall demolish the existing structure at their cost and risk and the collected debris shall be utilized by the developer.

#### **ARTICLE V**

#### **FORCE MAJEURE**

**FORCE MAJEURE** Shall mean flood, earth quake, riot, war, storm  
Tempest

#### **ARTICLE-VI**

#### **JURISDICTION**

Only the court within the ordinary original civil jurisdiction have jurisdiction to try, entertain and determine all proceedings arising out of this agreement and/or development agreement.

**KNOW ALL MEN BY THESE PRESENTS** we, **1) SRI TAPAN KUMAR MITRA**, (PAN- ATIPM0924G) son of Late Subodh Chandra Mitra, by faith-Hindu, by Nationality-Indian, by occupation - Retired, residing at 135, Netaji Subhas Road (Bakshi Bagan), being Premises No. 97, Netaji Subhas Road, P.S.Behala now Parnasree, P.O.Parnasree, under KMC Ward No.130, Kolkata-700034, District South 24 Parganas, **2) SMT. JUTHIKA ROY**(PAN – AWPSP4297A) wife of Gobinda Roy, by faith Hindu, by nationality Indian, by Occupation Housewife, residing at 135A, Netaji Subhas Road (Bakshi Bagan), being premises No. 97A, Netaji Subhas Road, P.S. Behala now Parnasree, P.o. Parnasree, under KMC Ward No. 130, Kolkata – 700034, District South 24 Parganas, **3) SRI DEBJYOTI BHATTACHARJEE**(PAN – AJQPB9775Q) son of Late Shiba Prosad Bhattacharjee, by faith Hindu, by occupation Business, residing at 327, Diamond harbor Road, P.O. & P.S. Behala, Kolkata – 70034, **SEND GREETINGS.**

**AND WHEREAS** We owners/appointers herein as a owner of the Schedule property has entrusted the Development in respect of the said property under construction of building through developer **M/S MITRA CONSTRUCTION**, a sole proprietorship firm, represented by its proprietor namely **SRI KANCHAN MITRA**. (PAN-AFLPM8620A), son of late Ajit Kumar Mitra, by faith Hindu, by occupation Business, by Nationality Indian, residing at 197, Pathak Para Road, P.O. &P.S.

Behala, Kolkata-700060, having its office at 1, Pathak Para Road, P.O. & P.S. Parnasree, KMC Ward No. 132, Kolkata 700060, District South 24 Parganas, for the consideration and other terms and conditions therein contained.

**NOW KNOW WE ALL MEN BY THESE PRESENTS** that we the appointer above named doth hereby make, nominate, constitute, appoint and has made nominated, constituted, retained and appointed the **M/S MITRA CONSTRUCTION**, a sole proprietorship firm, represented by its proprietor namely **SRI KANCHAN MITRA**, (PAN-AFLPM8620A), son of late Ajit Kumar Mitra, by faith Hindu, by occupation Business, by Nationality Indian, residing at 197, Pathak Para Road, P.O. & P.S. Behala, Kolkata-700060, having its office at 1, Pathak Para Road, P.O. & P.S. Parnasree, KMC Ward No. 132, Kolkata 700060, District South 24 Parganas, to act in our names and on our behalf and to do all or any of the Acts, Deeds, matters and things as follows:-

1. To enter upon, hold, occupy and possess the said schedule land hereunder written (hereinafter referred as the "Said Property/Premises") and for the said purpose to do all acts deeds matters and things as the said Attorney shall think proper.



2. To take charge or look after, manage, supervise and administer the said property/premises or portion thereof as the said attorney shall think proper.
3. To appear and represent the Appointers before the Kolkata Municipal Corporation, authorities Police authorities, Fire Brigade Authority, C.E.S.C. Authorities, Urban land ceiling Authorities and other Government Authorities and/or departments. Central or State in connection with the development of the said premises and/or construction of the proposed new building and further to sign execute and deliver all necessary letters, statements, applications, declaration and other papers and documents and to do all acts deeds matters and things as the said Attorney shall think proper.
4. To demolish or cause to be demolished the existing structure and/or sheds, and other structure whatsoever laying erected at the said premises or portions thereof.
5. To apply for and obtain all necessary sanctions, permissions. No objection and clearances from the KMC or any appropriate Government Authorities and/or departments including necessary sanction of plan from the Kolkata Municipal Corporation, authorities for development of the said premises

and/or construction of the new building in or upon the land comprised in the said premises or portion thereof and for the said purpose to do all acts deeds matter and things as the said Attorney shall think proper.

- b. To apply for and obtain all necessary maps, plans, sketches, diagrams, elevations and other specifications duly sanctioned and/or approved by the Kolkata Municipal Corporation, authorities and other Government authorities, Fire Brigade Authorities, Police Authorities, and/or departments as any from time to time be necessary or required for the development of the said premises and/or demolition of the existing structures comprised in the said premises and/or construction of the new buildings or other structures in or upon the land comprised in the said premises and for the said purpose to sign execute and deliver all applications, maps, plans or other papers and documents as also to do all acts deeds matters and things as the said Attorney shall think and proper.
7. To apply for and obtain water, drainage, sewerage, telephone, telex, electricity, gas and other public utility services, in or upon the said premises and/or the new building and other structures that may hereafter be created and the same in such more or

names is the said Attorneys shall think proper and for the said purpose to sign execute and deliver necessary applications, papers, letters, documents, declarations, undertakings and bonds also to do all acts deed matters and things as the said Attorney shall think proper.

8. To apply for and obtain necessary permissions and/or no objection certificates from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 and/or to obtain necessary Income Tax clearance certificate under the provisions of Section 130A(1) of the Income Tax Act 1961, and/or no objection certificate under the provisions of chapter XXC of the Income Tax Act 1961 and for the said the purpose to sign execute and deliver all papers application and documents and to do all acts, deeds matters and things as the said Attorney shall think proper.
9. To undertake and carry out the development of the said premises and/or construction of the proposed building and other structures in or upon the land comprised in the said premises after<sup>1</sup> demolishing the existing structures comprised therein as per the plan as may be sanctioned by the Kolkata Municipal Corporation, and for the said purpose to sign execute

and deliver all papers and documents as also to do all acts deeds matters and things.

10. To appear/represent and/or prosecute all or any suits, appeals, revisions, writ petition or any other petition/s before the Hon'ble High Court, Calcutta and other legal proceedings or litigations civil or criminal in the appropriate courts of law in connection with the said property/premises and / or the development thereof and/or construction of the proposed new buildings and other structures in or upon the land comprised in the said premises as per the plan to be sanctioned by the Kolkata Municipal Corporation, and for the said purpose to do all acts deed matters and things as the said Attorney shall think proper.
11. To defend and/or contest all or any suits, appeals, revisions, applications and other litigations and legal proceedings civil or criminal in any court of law concerning or relation to the said premises and/or the land comprised therein and/or construction of the proposed new building and for the said purpose to do all deeds matters and things as the said Attorney shall think proper.
12. To sign execute affirm and verify all complaints, written statements, affidavits, application, writ petition and other papers and

documents as may from time to time be necessary or required for prosecuting and/or defending all or any legal proceedings and/or litigations on the said Attorney shall think proper.

13. To settle and/or compromise all or any disputes or differences and/or suits or litigations and the legal proceedings concerning relating to the said premises or portions thereof and/or the construction of the proposed new buildings and the same on such terms and condition and for such consideration as the said Attorney shall think proper.
14. To refer all or any disputes concerning or relating to the said premises or portions thereof and/or the development thereof and/or construction of the proposed new buildings to arbitration on such terms as the said attorney shall think proper.
15. To retain and appoint advocates and lawyers for prosecuting and/or defending all or any legal proceedings and / or litigations and for the said purpose to sign execute and deliver Vakalatnama and other papers or letters and further to revoke such appointment as the said attorney think proper.
16. To retain and appoint architects, engineers, contractor, Masons, Mistries, Electricians, Plumbers and Security Guard and other

employees or staff for carrying out the development of the by said premises and the same for such salaries or remuneration and on such terms and conditions as the said Attorney shall think proper.

17. From time to time to apply for and have the sanctioned plan modified, renewed, varied and/or rectified by the Kolkata Municipal Corporation and for the said purpose to pay necessary charges as also to do all acts deeds matters and things as the said attorney shall think proper.
18. Save and except the Owner's Allocation portion the said attorney enter into negotiation as also agreements and contracts for sale on ownership basis or otherwise the flats shops, showrooms, garage and other spaces of the developer's allocated portion which has mentioned in the said Development Agreement only of the proposed new building to be erected in or upon the land comprised in the said premises. Be it mentioned that the said attorney/ developer sale and execute Deed of Conveyance in favour of the intending purchaser/s from his allocation portion only.
19. To receive, realize and recover the amount/s of earnest money and/or part payments and/or consideration money for and on

account of sale of flats of the Developer's allocation and issue valid and effective receipts and discharges for the same and for the said purpose to do all acts deeds matters and things as the said Attorney shall think proper and the said attorneys/developers have right to take money from any bank or financial institution by way of mortgage/ lien from developer's allocation only of the said proposed building owners have no objection for the same.

20. To sign and execute Agreement for Sale, Deed of Conveyance documents and papers for sale on ownership basis or otherwise transfer or disposal of the several flats of the developer's allocated portion of the proposed buildings and for the said purpose to do all acts deeds matters and things for only Developer's allocation.
21. To appear before the appropriate registration authority and to present the agreements for sale, sale deeds, transfer deeds and other deeds, documents and papers concerning or relating to the flats of the proposed buildings and to admit the execution thereof and to do all acts deeds matters and things as may be necessary or required for the completion of registration there for only Developer's Allocation for and on our behalves.

22. To retain and appoint one or more labor contractor & suppliers to carry out all or any of the acts deeds matters and things as hereinbefore stated and further to revoke and cancel such appointment as the said attorney shall think proper.

**AND GENERALLY** to do all that is or any is necessary for carrying out all or any of the above mentioned acts concerning or relating to the said premises and as the said attorney shall think proper.

**AND** we the said APPOINTERS above named do hereby ratify and confirm and agree to ratify and confirm all and whatsoever the said ATTORNEY or any of them acting as aforesaid lawfully do.

**THE SCHEDULE "A" ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land measuring about **05 Cottahs 10 Chittaks 19 square Feet**, a little more or less together with a building standing thereon lying and situate under Mouza - Behala, J.L. No. 2, R.S. No. 83, under C.S. Khatian No. 1855, R.S. Khatian No. 5198, R.S. Dag No. 3884, in the Kolkata Municipal Corporation **Premises No.97, Netaji Subhas Road**, (mailing address 135, Netaji Subhas Road), under KMC ward No. 130, **vide Assessee No.411300900980**, P.S. Behala now Parnasree, Kolkata 700034, District South 24 Parganas, which is butted and bounded in the manner as follows:-



The Owner No.3 shall get one 1BHK Flat measuring about 300 Sq.ft. on Second Floor, North Western side for his respective allocation.

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

**(Developer Allocation)**

The DEVELOPER get the remaining portion of the constructed area as per sanction plan together with proportionate share of land and common area, facilities and amenities including the open spaces of the new proposed building which shall be ultimately conveyed by owner FIRSTPARTY to the Developer nominated person or persons.

**THE SCHEDULE "D" ABOVE REFERRED TO**

**(Job Specification)**

1. **General:** The Building shall be of R.C.C. framed structure as per design of the Architect.
2. **Brick Wall:** All exterior brick wall shall be 8"/10" thick with bricks of Approved quality in cement sand mortar (1:6). All partitions shall be 3" or 5" thick with brick of approved quality in Cement sand mortar (1:4).
3. **Flooring, Skirting & Dado:**
  - a) All rooms and drawing/dining and verandah are laid with Marble.

ON THE NORTH :	House of Manindra Nath Kanji.
ON THE SOUTH :	House of Smt. Juthika Roy & Puspen Pandit.
ON THE EAST :	18 ft. Netaji Subhash Road & house of K.D. Banerjee
ON THE WEST :	6 ft. 6 inch. Common Passage.

**THE SCHEDULE "B" ABOVE REFERRED TO**

**(Owners' Allocation)**

The Owner No. 1 shall get one 3BHK Flat measuring about 1130 Sq.ft. at First Floor front side i.e. South Eastern side, one 2BHK Flat, measuring about 581 Sq.ft. at Second Floor North Eastern side and one Car parking space measuring about 120 Sq.ft. at Ground floor along with Rs. 20,00,000/- (Rupees Twenty Lacs) only as per schedule "E" hereunder for his respective allocation.

The owner No. 2 shall get one 2BHK Flat measuring about 595 Sq.ft. at Ground floor along with a sum of Rs. 10,000/- (Rupees Ten Thousand) only at the time of initiation of this agreement for her respective allocation.

b) In Toilets marble with 7 height with glazed tiles shall be provided.

4. **Interior Finishing and Ceiling:** Cement sand plaster (1:6) will be provided on the walls, Surface to require thickness over which the coats of white Wash will be applied (total inside paris finish). The Ceiling will Be cement sand plastered (1:4) with three coats of white Wash finish.

5. **Exterior Finishing of Plastering, Walls Chajjas Etc:**

a) Cement sand (1:6) plaster will be provided on the walls surface over which accorative cement paid will be applied.

b) Cement sand (1:4) plaster will be provided to Projections line as hand, cornice etc. over which Decorative cement paint will be applied.

6. **Doors:**

**Main Entrance Door:**

1. Wood door frame. (SAL)
2. Factory made pancled shutters made of seasoned wood.
3. (Outside/Inside Brass Hande: Na dAll Bed room Door  
aluminumiam Hase Belt: Inside Brass Citkini;)
4. 8" long aluminium tower bolt from inside.
5. Telescopic peep hole (main door flat entrance).
6. All bed room and main door/door stopper and buffer.

7. Brass handle and godrej lock from outside; and inside brass handle.

**Toilet Doors:**

1. P.V.C. door.
2. 6" long aluminium tower bolt from inside.

**Windows:-**

1. Aluminium window.
2. 4 mm thick smoke glass panes.
3. All windows shall be provided with integrated M.S. Grills.

**Toilets:**

1. One Anglo Indian type water closet with G.I. cistern or 2<sup>nd</sup> Anglo Indian type water closet. (I.S.I. Mark)
2. Shower (ISI Mark)
3. 22" x 16" wash hand basin (white glazed), (I.S.I. Mark)
4. One brass tap (ISI Mark) will Mixer (I.S.I. Marked)

**Kitchen:**

1. Work top. Cooking platform. (top of the cooking platform 2"  $\frac{1}{2}$  height glazed tiles).
2. Steel sink (20"16")
3. One tap Essco/Raunak/or Pariwar equivalent tap. (I.S.I. Mark).

**Staircase:**

1. Flooring: Marble floor and skirting of 4" high.

2. Staircase room will be provided with M.S. window for Light and ventilation as per design.
3. Suitable rain water pipe for proper drainage of water from Roof (P.V.C.)
7. **Water Supply:** Overhead masonry reservoir will be provided suitable electric Submersible pump will be installed on ground to deliver water to overhead tank from ground reservoir connected to municipal water Supply through K.M.C. connection.
8. **Electrical Installation:**
  1. Separate wiring of each flat or separate meter.
  2. Three light points, one fan points and one 15 AMP; Plug point in drawing and living space (one amp, plug point) T.V. Point, Fridge point.
  3. One fan point, three light points and one 5 AMP plug point in Each bed room.
  4. One light point and one plug point in kitchen one exhaust Fan point. 15 AMP plug point, Aquaguard point.
  5. Two light point in each one toilet (one geyser point), 15 AMP.
  6. One light point in each floor in staircase room. 5 AMP plug point.
  7. A.C. point (one master bed room) purchaser own cost. @ 9,000/- (Nine thousand only)

