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Certified that the document is submitted to registration. The Signature Sheet and endorsement Sheets attached to the document are the part of the document.

Additional District Sub-Registrar
Chandpur, Dum Dum, 24-Pgs. (North)

24 MAR 2022

DEVELOPMENT AGREEMENT WITH DEVELOPMENT
POWER OF ATTORNEY

THIS DEED OF DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER
OF ATTORNEY made this 23rd day of March Two Thousand Twenty
Two (2022)

BETWEEN

(1) SMT. NIVEDITA GUHA (PAN – CULPG4622B, Aadhaar No. 780716328996), daughter of Late Ashok Kumar Guha, by Occupation – Household duties, (2) SMT. SUCHISMITA GUHA (PAN – BOC PG3631J, Aadhaar No. 654953383402), daughter of Late Ashok Kumar Guha, by Occupation - Service, (3) SRI DEBABRATA GUHA (PAN – ADSPG0820B, Aadhaar No. 245698893997), son of Late Bidhan Chandra Guha, by Occupation - Business, (4) SRI SUBIR GUHA (PAN – ADVPG7906P, Aadhaar No. 671380787660), son of Late Bansadhar Guha and (5) SRI PRANAB GUHA (PAN – ADNPG9210E, Aadhaar No. 902519437187), son of Late Bansadhar Guha, by Occupation – Retired, all are by faith – Hindu, by Nationality – Indian, all are residing at 42/100, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, Dist. North 24-Parganas, hereinafter referred to as the "OWNERS/FIRST PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

- A N D -

M/S. AD AND AD CON (having Pan AAIFA8383L), a Partnership firm, having its registered Office at 51/83, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, District North 24-Parganas, represented by its Partners viz. (1) SRI AMIT DAS (having Pan AHQPD3515N), son of Late B. N. Das, residing at 42/112, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, District North 24-Parganas and (2) SRI AMIT KUMAR DEY (having Pan AEWPD5692M, Aadhaar No.491970529116), son of Late N. C. Dey, residing at 51/83, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, District North 24-Parganas, both by faith – Hindu, by occupation – Business, by Nationality – Indian, hereinafter referred to and called as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to include its successors, successors in office and and assigns) of the OTHER PART.

WHEREAS after the partition of India a large number of residents crossed over and came from formerly of East Pakistan now Bangladesh and came to territory of the State of West Bengal and started to reside in different areas within the territory of State of West Bengal as refugees and Sri Ashoke Kumar Guha (since deceased), Sri Bidhan Chandra Guha (since deceased), Sri Prabir Guha (since deceased), Sri Subir Guha & Sri Pranab Guha as refugee along with other refugees squatted upon some portion of the lands and started

to reside over the land situated at Mouza – Kalidaha under P.S. Dum Dum, District 24-Parganas now North 24-Parganas.

AND WHEREAS the Governor of State of West Bengal for the purpose of rehabilitation also to render all reasonable facilities to such persons and / or refugees and to provide residence to those homeless people framed a scheme and after passing of the Estate Acquisition Act, 1954, under the Provisions of the aforesaid Act, some portion of the land situated at Mouza – Kalidaha, under P.S. Dum Dum, District 24-Parganas now North 24-Parganas, become vested to the Government of State of West Bengal.

AND WHEREAS the said Sri Ashoke Kumar Guha (since deceased), Sri Bidhan Chandra Guha (since deceased), Sri Prabir Guha (since deceased), Sri Subir Guha & Sri Pranab Guha while possessing a plot of land at Mouza – Kalidaha, under P.S. Dum Dum, District North 24-Parganas, being a Refugee displaced from the East Pakistan now Bangladesh, approached to the Government of West Bengal for a plot of land for rehabilitation purpose.

AND WHEREAS the Government of West Bengal decided to confer absolute right, title, interest in favour of the occupant residing on the vested land at Mouza – Kalidaha, under P.S. Dum Dum, District North 24-Parganas, and framed a scheme through its Refugees Relief & Rehabilitation Department and as per such scheme, Sri Ashoke Kumar Guha (since deceased), Sri Bidhan Chandra Guha (since deceased), Sri Prabir Guha (since deceased), Sri Subir Guha & Sri Pranab Guha, through Colony Committee of such locality made an application before the Refugees Relief & Rehabilitation Department of the Government of West Bengal for allotment a plot of land in the said Mouza – Kalidaha and the Government of West Bengal through its official accepted the application of the said Sri Ashoke Kumar Guha (since deceased), Sri Bidhan Chandra Guha (since deceased), Sri Prabir Guha (since deceased), Sri Subir Guha & Sri Pranab Guha and the Government of West Bengal also agreed to allot a plot of land on the basis of the absolute Ownership with some other terms and conditions as per scheme adopted by the Government of West Bengal.

AND WHEREAS the Governor of State of West Bengal through the Officials of the State of West Bengal executed a Registered Deed of Gift in favour of Sri Ashoke Kumar Guha (since deceased), Sri Bidhan Chandra Guha (since deceased), Sri Prabir Guha (since deceased), Sri Subir Guha & Sri Pranab Guha in respect of ALL THAT piece and parcel of

land measuring about 2 (two) Cottahs 9 (Nine) Chittacks more or less lying and situated at Mouza – Kalidaha, J.L. No. 23, having E.P. No. 104, S.P. No. 101, under C.S./R.S./L.R. Plot/Dag No. 136(P) & 140(P) under C.S./R.S./L.R. Khatian No. 2189, under P.S. Dum Dum, District North 24-Parganas, which was duly executed and registered on 29th day of July, 1988 in the office of the Additional District Registrar, North 24-Parganas at Barasat and recorded in Book No. I, Volume No. 33, Pages 161 to 164, Being No. 2516 for the year 1988.

AND WHEREAS the said Sri Ashoke Kumar Guha (since deceased), Sri Bidhan Chandra Guha (since deceased), Sri Prabir Guha (since deceased), Sri Subir Guha & Sri Pranab Guha, by virtue of the aforesaid Deed of gift got possession of the aforesaid land measuring about 2 (two) Cottahs 9 (Nine) Chittacks more or less lying and situated at Mouza – Kalidaha, J.L. No. 23, having E.P. No. 104, S.P. No. 101, under C.S./R.S./L.R. Plot/Dag No. 136(P) & 140(P), under C.S./R.S./L.R. Khatian No. 2189, under P.S. Dum Dum, District North 24-Parganas and also mutated their names in the record of the South Dum Dum Municipality as Owners of Holding No. 42/100, Dum Dum Road, Daga Colony, Kolkata – 700 074 under Ward No. 15, District North 24-Parganas and paid relevant taxes regularly and also constructed structure thereon at their own costs and expenses.

AND WHEREAS while enjoying the said Property the said Prabir Guha died intestate as a bachelor on 21.05.2006 leaving behind his brothers namely Sri Ashoke Kumar Guha (since deceased), Sri Bidhan Chandra Guha (since deceased), Sri Subir Guha & Sri Pranab Guha, as his only legal heirs and successors upon the demise of the undivided 1/5th share of the aforesaid property as per Hindu Succession Act. 1956.

AND WHEREAS while enjoying the said Property, the said Ashoke Kumar Guha died intestate on 27.07.1998 leaving behind his surviving wife Smt. Bela Guha and two daughters namely Smt. Nibedita Guha and Smt. Suchismita Guha as his only legal heirs and successors upon the demise of the undivided 1/5th share of the aforesaid property as per Hindu Succession Act. 1956.

AND WHEREAS thereafter the said Bidhan Chandra Guha died intestate on 14.05.1999 leaving behind his surviving wife Smt. Dipti Guha and only son Sri Debabrata Guha as his only legal heirs and successors upon the demise of the undivided 1/5th share of the aforesaid property as per Hindu Succession Act. 1956. Be it noted that the wife of Bidhan

Chandra Guha namely the said Dipti Guha also died on 23.09.2019 leaving behind her only son Sri Debabrata Guha.

AND WHEREAS by virtue of a Deed of Gift and by way of inheritance the said SMT. BELA GUHA, SMT. NIVEDITA GUHA, SMT. SUCHISMITA GUHA, SRI DEBABRATA GUHA, SRI SUBIR GUHA and SRI PRANAB GUHA became the absolute Owners of ALL THAT piece or parcel of homestead land measuring an area of 2 (two) Cottahs 9 (Nine) Chittacks be th same a little more or less together with a structure thereon, lying and situated at Mouza – Kalidaha, J.L. No. 23, having E.P. No. 104, S.P. No. 101, under C.S./R.S./L.R. Plot/Dag No. 136(P) & 140(P), under C.S./R.S./L.R. Khatian No. 2189, being Municipal Holding No. 42/100, Dum Dum Road, Daga Colony, Kolkata – 700 074, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under Ward No. 15, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas and at the time of enjoying the same they jointly divided and demarcated the said property, by virtue of a One Bengali Deed of Partition dated 5th October, 2007, duly registered in the office of the Additional District Sub-Registration Office at Cossipore Dum Dum and recorded therein Book No. I, as Being No. 6242 for the year 2007.

AND WHEREAS at the time of enjoying the same the said Smt. Bela Guha died intestate on 19.09.2020 leaving behind her two daughters namely Smt. Nivedita Guha and Smt. Suchismita Guha as her only legal heirs and successors to her estate in terms of Hindu Succession Act. 1956.

AND WHEREAS with a view to develop the aforesaid land by constructing a multi storied building the Owners herein have amicably amalgamated the said land and converted into a single holding.

AND WHEREAS in that circumstances, the Owners herein became the joint Owners of ALL THAT piece or parcel of homestead land measuring an area of 2 (two) Cottahs 9 (Nine) Chittacks be th same a little more or less together with a structure thereon, lying and situated at Mouza – Kalidaha, J.L. No. 23, having E.P. No. 104, S.P. No. 101, under C.S./R.S./L.R. Plot/Dag No. 136(P) & 140(P), under C.S./R.S./L.R. Khatian No. 2189, being Municipal Holding No. No. 69 at Premises No. 42/100, Dum Dum Road, Daga Colony, Kolkata – 700 074, within the jurisdiction of Dum Dum Police Station within the

local limits of South Dum Dum Municipality under Ward No. 15, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, particularly mentioned and described in the First Schedule hereunder written and are paying municipal taxes upto date against their names as absolute owners and occupiers thereof and are now fully seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same to others at any consideration or under any terms and conditions as they shall think fit and proper.

AND WHEREAS now the Owners herein have decided to develop the said property and have searched a reputed Developer who will be taken the responsibility of developing the said property and on hearing **their** such intention the Developer herein has approached to the Owners herein that they will develop the said property by raising construction of a **multi** storied building consisting of flats, garage and shops on the said land to which the Owners has agreed to such proposal on the terms and conditions appearing hereunder.

THIS AGREEMENT is drawn up in writing with details of such terms and conditions mutually agreed to by the parties herein.

1. The First Party doth hereby authorised and empower the Second Party to construct a **multi** storied building as per Sanction Building Plan as aforesaid on the said plot of land at the costs and expenses of Second Party and for the aforesaid purpose the First Party will deliver full vacant possession of the said land and also make over the original deeds and documents unto the Second Party and these documents will remain in custody and possession of the second party till performance of the agreed terms and conditions by and between the parties hereto and the First Party or any of **their** heirs, successors or assigns or any person claiming through or in trust shall not interfere during the construction period in any manner whatsoever except their allocation of this Agreement.
2. The Second Party will obtain Sanction Plan, Revised Plan, Modified Plan etc. for construction of **multi** storied building on the said land at its own costs and in that connection the First Party will sign on all applications as required for getting the Plan sanctioned from the **South Dum Dum Municipality**.
3. That on construction of the building in the manner as stated hereinabove with qualitative materials the land Owners jointly entitled to get 4 (four) Flats as follows :

(a) Two Flats on the First Floor, each measuring super built up area 625 Sq.ft. more or less

(b) Two Flats on the Third Floor, each measuring super built up area 625 Sq.ft. more or less

The said Allocation in the proposed multi storeyed building under the project lying and situated at Mouza – Kalidaha, J.L. No. 23, having E.P. No. 104, S.P. No. 101, under C.S./R.S./L.R. Plot/Dag No. 136(P) & 140(P), under C.S./R.S./L.R. Khatian No. 2189, being Municipal Holding No. No. 69 at Premises No. 42/100, Dum Dum Road, Daga Colony, Kolkata – 700 074, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under Ward No. 15, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, together with undivided proportionate share relating to the Owners' Allocation in the said lands whereon the said building shall be constructed as well as that of all common areas and facilities together with common expenses and maintenance together with guidance and restriction of the said building.

(c) In addition to that the Developer paid a non-refundable amount of **Rs. 20,000/- (Rupees Twenty Thousand)** only to the Owners at the time of execution of this Development Agreement.

4. All applications, plans and other papers and documents, as may be required by the Developer the Second Party hereto for the purpose of obtaining necessary sanction on and from the appropriate authorities, shall be prepared and submitted by the Second Party, Developer on behalf of the First Party. The Second Party shall pay and bear all fees including Architect's fees, charges, surcharges and every expenses required to be paid or deposited to the Municipality or any other authorities for the purpose of making the plan sanctioned for construction build up of the said building on the said plot of land.

5. The Owners hereby executed a Development Agreement with Development Power of Attorney for construction or as may be required for the purpose of obtaining Sanction Plan and all necessary permission and Sanction from different appropriate authorities from time to time in connection with the construction of the building and also for pursuing and following up the matters with the **South Dum Dum Municipality** and other authorities and for sell of flats (except Owners' Allocation) in that connection only together with the right to sewer affidavit.

6. That the Developer shall be entitled to hang any signboard or make any publicity towards booking of flat in the proposed building without any objection demand or claim from the land Owners.
7. The Party of the Second Part shall pay the Municipal and other Government rents and taxes from the date of getting possession from the First Party, it is made clear that only for land the first party shall be bound to pay the said outstanding dues till the date of making over possession in favour of the Developer.
8. All other flats, units, shop room and Garages of the proposed building to be constructed by the Second Party save and except the Owners' Allocation mentioned in the para No. 3 shall be disposed off by the Second Party to the prospective buyers at any consideration or price which shall be at the sole discretion of the Second Party to which the First Party shall not be liable for payment in any manner whatsoever. The First Party shall co-operate in selling the Developer's Allocation in each and every manner the Second Party shall desire from time to time and all times till disposal of flats, units, shop room and Garages.
9. The Second Party and / or prospective buyer shall bear all statutory liabilities required handing over possession of the other flats as shall be payable to the Government and First Part shall not be responsible for the same in any way manner whatsoever.
10. The Second Party shall be at liberty to negotiate for sale the balance portion excluding Owners' Allocation as above, of the proposed building to be constructed upon the said land with any prospective buyer or buyers before or in course of construction together with proportionate share of land on which the said multi storeyed building will be constructed as such consideration and on such terms and conditions and with such person or persons as the Second Party shall think fit and proper and the First Party, shall at the request of the Second Party, execute and register the Deed of Conveyances in respect of the proportionate share of the said land only to and in favour of the person or persons or the nominee or nominees of the Second Party. It is clearly agreed and declared that consideration money for such transfers, as aforesaid including earnest money or initial payments or part payments thereof shall be received by and belong absolutely to the Second Party which will be solely declared by the Developer.
11. The Second Party shall be entitled to enter into and sign all agreements and documents as may be required for the purpose of the proposed building including flats, spaces, units or apartments save and except of First Parties allocated portion mentioned in Clause 3 or for sale of the same on such terms and conditions and for such consideration as the Second Party shall think fit and proper.

12. Be it provided however that the costs of the conveyance or conveyances including non judicial stamps and registration expenses and all other legal expenses shall be borne exclusively and paid by the Second Party, their nominee or nominees and / or prospective buyers.
13. The Second Party shall at it's own costs construct, erect and complete the building with qualitative materials at the place mentioned above after obtaining the sanctions plan with such materials and with such specifications as may be recommended by the technical person from time to time.
14. The Second Party shall install, erect in the said building at it's own costs like as pump sets, tubewell water storage tanks, overhead reservoirs, electric wiring fittings and installations and other facilities as are required to be provided in a residential building having self contained apartment and constructed for sale of flats therein on Ownership basis as mutually agreed.
15. The Second Party shall be authorised by the Owners for the construction of the building and to apply for and obtain temporary and permanent connection of water, drainage, sewerage and / or other facilities if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.
16. In case of any dispute the Owners shall approach an Arbitrator to be appointed jointly.
17. All costs, charges and expenses including fees of the technical person shall be discharged and paid by the Second Party, the First Party hereto shall have no liability or responsibility in this context in any manner whatsoever.
18. As soon as the building is habitable the Second party shall handover the Owners' Allocation mentioned in the Schedule 'B' hereunder written. The Owners shall be exclusively responsible for punctually and regularly payment of all taxes rates duties as per their proportionate share. The prospective buyers shall pay their proportionate share of the said rates from the date of possession and / or registration whichever is earlier to the Developer herein with proper receipt.
19. As and from the date of service of notice of possession of the Owners' Allocation, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Second Party its nominee, assignee or prospective buyers the proportionate service charges for the common facilities in the newly constructed building payable in respect of the Owners' Allocation, such charges are to include proportionate share of premises for the insurance of the building, water, fire and scavenging charges, lights sanitary and maintaining, occasional repair of the portion to be used in common and its renovation,

replacement, repair and maintenance charges and expenses for the building to be used in common and of all common wiring, pipes, electrical and equipments, stairways, corridors, halls, passage, ways, parkways and other facilities whatsoever as may be mutually agreed from time to time.

20. The Developer herein shall demolish the existing structure at it's own cost and the materials of the said demolished building shall be taken by the developer.

21. The Owners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership between the Developer and the Owners or as a joint Venture between the parties hereto constituted an Association of persons.

22.. It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein, the Owners doth hereby undertake further that they will do all such acts, deeds, matters and things and shall execute any such additional Power of Attorney and / or authorisation as may be required by the Developer for the purpose and the Owners also undertake to sign, execute all such additional development agreement, additional Power of Attorney, applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and / or go against the sprit of the presents.

23. In the event of the Owners committing breach of any of the terms and conditions herein contained or making willful delay in allowing the developer to develop the said premises as hereinbefore stated, the developer shall be entitled to get payments for damages and compensation from the Owners and the Owners shall be liable to pay such losses and compensation as shall be determined by the Arbitrator provided however if such delay shall continue for a period of **6 (six) months** then in that event in addition to any other right which the developer shall be entitled to sue the Owners for specific performance of this Agreement or to rescind or cancel this agreement and claim refund of all the moneys paid and spent by the developer for employing its obligations under these Agreement and also such losses and damages which the developer may suffer and / or incur for entering into this Agreement.

24. The construction of the proposed building should be Certified by the Structural Engineer in question of fitness of the proposed building.

25. That the covered area means including flat area, proportionate staircase and lift area. The Super built up area shall be of 25% of the covered area. The staircase area and lift area shall be distributed proportionately with the flat area of the each floor.

- COMMON RESTRICTIONS -

The Owners' Allocation in the proposed building be subject to the same restrictions and use as are applicable to the Second Parties allocation in the building intended for common benefits of all occupiers of the building which shall including the following : -

26. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
27. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the occupants in this behalf.
28. Both parties shall abide by all laws, bye-laws, rules and regulations of the Government, Statutory bodies and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations.
29. The said properties have not been subject to any notice of attachment under public demands recovery act or for payment of Income Tax.
30. The Second Party hereby agrees and covenants with the Owners to complete the construction of the building within **24 (Twenty Four)** months from the date of **obtaining the Building Sanctioned Plan** which the construction work is to be completed may be extended such further period of **6 (six) months**.
31. The Developer and the Owners doth hereby agrees that in case of any unforeseen happenings such as non-availability of basic raw materials for the constructions work non-availability to masons and labourers, strikes local and national disturbances, riots, natural calamities like flood earthquakes etc. and for any other such types of reasons which are not under the control of the Developer herein, the period of **24 (Twenty Four)** months from the date of **obtaining the Building Sanctioned Plan** which the construction work is to be completed may be extended such further period of **6 (six) months**.
32. Immediately upon the Second Party obtaining possession of the said land and building plan the Second Party shall be entitled to start construction of the said building at the said premises and the First Party shall not prevent the Second Party from making construction of the proposed multi storied building and completion thereof.

33. The Developer before such hand over / transfer by registration of the Developer's Allocation the entire allocation of the Owners must be complete in all respects and Possession Letter and Completion Certificate must to be handed over to the Owners without any abatement whatsoever.

34. The Developer herein shall have every right to amalgamate the said plot to any other plot or plots for construction of the proposed building in that case the Owners shall have no right to create any objection.

35. The name of the building shall be given by the Second Party in the due course in its absolute discretion and the Owners will not raise any objection thereof.

36. That in case variation arise to the measurement of the said flat area in that event Owners and / or Developer shall pay / get the price on marketable rate per sq. ft. of such variation.

37. That the Developer shall have no ultimate roof right of the proposed building after completion of the proposed building.

38. That the Developer shall arrange the **one** no. alternative accommodation to the Land Owners namely **Smt. Nivedita Guha and Smt. Suchismita Guha jointly** and **One** No. alternative accommodation to the Land Owners namely **Sri Subir Guha** from the date of taking over the possession of the Schedule mentioned property till the date of handing over the possession of Owners' Allocation.

39. If the Second Party shall not pass the building sanction plan from the **South Dum Dum Municipality** within the period of **6 (Six) months** from the date of registration then the First Party / Owner has right to cancel the agreement without consent from the Developer / Second Party.

40. The Second Party shall not claim any damages from the First Party for the construction of the said multi storied building.

41. : **DEVELOPMENT POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that the Owners / Executants do hereby nominate appoint and constituted **M/S. AD AND AD CON** (having Pan AAIFA8383L), a Partnership firm, having its registered Office at 51/83, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, District North 24-Parganas, represented by its Partners viz. (1) **SRI AMIT DAS** (having Pan AHQPD3515N), son of Late B. N. Das, residing at 42/112, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, District North 24-Parganas and (2) **SRI AMIT KUMAR DEY** (having Pan AEWPD5692M), son of Late N. C. Dey, residing at 51/83, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, District North 24-Parganas, both by faith – Hindu, by occupation – Business, by Nationality – Indian, as our true and lawful Constituted Attorney in our names on our behalf to do execute and perform all

acts, deeds and things in terms of this Development Agreement in respect of our said plot of land measuring an area of 2 (two) Cottahs 9 (Nine) Chittacks be th same a little more or less together with a structure thereon, lying and situated at Mouza – Kalidaha, J.L. No. 23, having E.P. No. 104, S.P. No. 101, under C.S./R.S./L.R. Plot/Dag No. 136(P) & 140(P), under C.S./R.S./L.R. Khatian No. 2189, being Municipal Holding No. No. 69 at Premises No. 42/100, Dum Dum Road, Daga Colony, Kolkata – 700 074, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under Ward No. 15, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, morefully and particularly described in the **Schedule – A** hereunder written and to do the acts, deeds and things as follows-

- a. To lookafter and maintain the **Schedule - A** mentioned property.
- b. To construct a **multi** storied building upon the said land mentioned in the **Schedule – A** hereinbelow in accordance with the Building Plan in **our** names and to sign on **our** behalf in the proposed Site Plan, Building Plan, Revised Plan and / or any modifications plan or plans and to renew the Plan if required and to file and obtain the same from the **South Dum Dum Municipality**.
- c. To negotiate on terms and to agree and to enter into and conclude any Agreement for Sale and sale in respect of Developer's Allocation only of the said building consisting of different flats, garages, shops, spaces, units etc. and the part thereof mentioned in the **Schedule** hereunder written to any intending Purchaser or Purchasers at such price which agreed upon and / or cancel or repudiate the same in the manner it deems fit and proper.
- d. To allow the intending Purchaser or Purchasers to inspect the documents relating to the said property.
- e. To receive from the intending Purchaser or Purchasers any earnest money and / or advances and also the balance of purchase money and to give good valid receipt and discharge for the same in respect of Developer's Allocation only.
- f. Upon such receipt as aforesaid to sign, execute and deliver in **our** names and as **our** acts and deeds in any agreement for sale, conveyance or conveyances, mortgage Deeds, Lease Deeds or any kind of declaration of the said property in favour of the Purchaser or purchasers, Lessees, mortgagees or their nominees in respect of Developer's Allocation after handing over Owners' Allocation.
- g. To receive and accept any consideration against aforesaid by cash or bank drafts, pay orders, cheques or in any other form whatsoever in its own name and to give receipt thereof in full or partial discharges of the receipt of such consideration and to negotiate, endorse, discount or otherwise in any manner whatsoever for the purpose of

collection or realisation of the money in respect of such instrument regarding Developer's Allocation only.

- h. To do all acts, deeds, things and execute all deeds or assurances as may be necessary in order to effectuate the aforesaid purpose and which our Constituted Attorney shall think best fit and proper in respect of Developer's Allocation.
- i. To institute, commence, prosecute, carry on or defend or resist of all suits and other actions and proceedings to be added as a party or to be non-suited or withdraw the same concerning the said property or any part thereof or concerning anything in which We may be parties in any court in Civil, Criminal, Revenue or Revisional Jurisdiction of the High Court, under Article 226 of the Constitution of India, etc. before Income Tax Authorities and to sign and verify all complaints, written statements, Accounts, Inventories to accept service of all Summons, Notice and Other Judicial process to execute any Judgement, Decree or Order and to appoint and engage any Solicitor, Advocate and to sign and execute any Vakalatnama or any kind of Affidavit.
- j. To settle, adjust, compound, compromise or submit to arbitration all actions, suits, accounts, claims and disputes relating to the said property between ourselves and any other person or persons and compounds or compromise the same.
- k. To sign and execute any deed or deeds, deed of amalgamation, declaration for amalgamation or any declarations, instruments and assurances which our said Attorney shall consider necessary and to enter into such covenants as may be required for fully and effectually conveying the said property as We could do ourselves, if personally present in respect of Developer's Allocation.
- l. To present any such agreement for sale, conveyance or conveyances, Mortgage Deed, Lease Deed, Deed of Amalgamation or any kind of declarations for registration before the Additional District Sub-Registrar, District Sub-Registrar or Registrar of Assurances in Kolkata having authority for unto have the said Conveyance registered and to do all acts, deed and things which our said Attorney shall consider necessary for conveying the said property to the said purchaser or purchasers as fully and effectually in all respects as We could do the same ourselves save and except our (owners') Allocation.
- m. To attend any Court of Law either Civil or Criminal and to represent us in all Government Offices on our behalf in connection with the construction of the proposed building upon the said property mentioned in Schedule below.

n To appoint Architect, Civil Engineer, Structural Engineer, labour, labour contractor (Rajmistri), Carpenter, Electric Contractor, Plumbing and Sanitary Contractor or other person or persons as may be require for the construction of the said proposed building.

o. To appear in any suit, proceedings, motion, L. A. Office, I. T. Office etc. on our behalf and to represent us before the B. L. & L. R. O. for mutation, conversion etc. and to file the statement or objection, affidavit-in-opposition etc. if required, in connection with the land mentioned in the Schedule hereinbelow.

p. To call the tender, quotation etc. from the supplier for supply cement, iron rod, sand, wood, iron grill etc. and to appoint them as our Constituted Attorney shall think fit and proper.

q. To ask for demand, recover receive and collect all money due and payable in connection with the said proposed building or construction and to settle, compromise or compound any debt or claim whatsoever in respect of Developer's Allocation.

r. To deliver possession of flat / flats, Shops, Units, Spaces, garages etc. except **Owners' Allocation** as per said Development Agreement with undivided proportionate share of land along with other amenities relating thereto either in complete or incomplete, finished or semi-finished condition which our Constituted Attorney shall think best, fit and proper in respect of Developer's Allocation.

s. To represent us before the concerned Municipality for building plan sanction and for mutation and to sign Site Plan, Building Plan, Revised Plan and / or any modifications plan or plans and to renew the Plan if required and to file and obtain the same from the concerned Municipality and to apply for Completion Certificate of the Building and to collect the said Completion Certificate on our behalf and to deposit money, fees, taxes, A.D.C. or other requisite fee or fees etc. on our behalf as our Constituted Attorney shall think fit and proper.

t. To represent us before the C.E.S.C. Authority for connection of transformer, electric meter and for any other work or works and deposit money to the said Authority on our behalf and collect all receivables, vouchers etc. from it.

AND We do hereby agree to ratify and confirm whatsoever all acts, deeds and things lawfully and bonafide done by our said Attorney which shall be construed as our acts, deeds and things done by us to all intents and purpose and if We personally present even not withstanding the facts that no special power in that behalf is contained in these presents.

- SCHEDULE 'A' ABOVE REFERRED TO -

ALL THAT piece or parcel of homestead land measuring an area of 2 (two) Cottahs 9 (Nine) Chittacks be th same a little more or less together with 200 Sq.ft. R.T. structure thereon, lying and situated at Mouza – Kalidaha, J.L. No. 23, having E.P. No. 104, S.P. No. 101, under C.S./R.S./L.R. Plot/Dag No. 136(P) & 140(P), under C.S./R.S./L.R. Khatian No. 2189, being Municipal Holding No. No. 69 at Premises No. 42/100, Dum Dum Road, Daga Colony, Kolkata – 700 074, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under Ward No. 15, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, which is butted and bounded as follows-

<u>ON THE NORTH</u>	:	E.P. No. 107, Sankar Chakraborty
<u>ON THE SOUTH</u>	:	Colony Road
<u>ON THE EAST</u>	:	Colony Road
<u>ON THE WEST</u>	:	E.P. No. 102, Mohit Chatterjee.

THE SCHEDULE 'B' ABOVE REFERRED TO -

(OWNERS' ALLOCATION)

That on construction of the building in the manner as stated hereinabove with qualitative materials the land Owners jointly entitled to get 4 (four) Flats as follows :

- (a) Two Flats on the First Floor, each measuring super built up area 625 Sq.ft. more or less
- (b) Two Flats on the Third Floor, each measuring super built up area 625 Sq.ft. more or less

The said Allocation in the proposed multi storeyed building under the project lying and situated at Mouza – Kalidaha, J.L. No. 23, having E.P. No. 104, S.P. No. 101, under C.S./R.S./L.R. Plot/Dag No. 136(P) & 140(P), under C.S./R.S./L.R. Khatian No. 2189, being Municipal Holding No. No. 69 at Premises No. 42/100, Dum Dum Road, Daga Colony, Kolkata – 700 074, within the jurisdiction of Dum Dum Police Station within the local limits of South Dum Dum Municipality under Ward No. 15, Additional District Sub-Registration Office at Cossipore Dum Dum in the District of North 24-Parganas, together with undivided proportionate share relating to the Owners' Allocation in the said lands whereon the said building shall be constructed as well as that of all common areas and facilities together with common expenses and maintenance together with guidance and restriction of the said building.

(c) In addition to that the Developer paid a non-refundable amount of Rs. 20,000/- (Rupees Twenty Thousand) only to the Owners at the time of execution of this Development Agreement.

- SCHEDULE 'C' : SPECIFICATION -

1. **FOUNDATION** : R.C.C. Column Foundation.
2. **NATURE OF CONSTRUCTION** : R.C.C. framed column structure.
3. **ROOF FINISH** : R.C.C. Roof, Slab.
4. **BRICK WALL** : Outer Wall – 5" inside partition wall – 5" and 3"
5. **DOORS AND WINDOWS** : All door frames would be made of Sal wood, doors, shutter would be flushes, doors made of commercial ply fitted with stand and mortice lock and eye piece on the main door, toilets and kitchen would be P.V.C. door, there would not have any mortice. All windows would be made of minimum with grill and fitting with glass panels.
6. **FLOORING** : All bed rooms, dining and drawing would be furnished with Marble / Vitrified Tiles and 6" skirting with marble / tiles / vitrified tiles. Toilets and kitchen would be finished with Marble / Vitrified tiles and walls of the toilets would have 60" high glazed tiles dadó over the skirting and choice of the colour of the Marble / Vitrified Tiles will be made by the Owner.
7. **SANITARY AND PLUMBING** : All toilet would be of matching size shower, two bib cock and would be fitted with one Western Type Commode (white standard quality) with low P.V.C. Cistern (white) all inside plumbing lines are P.V.C, outside P.V.C. & W.C. with one Indian Type white commode of Low P.V.C. (white) cistern two bib cocks, one standard size white basin in dining or bathroom, two bib cocks in the kitchen.
8. **KITCHEN** : One Black stone platform with cylinder space on bottom one Black stone sink 2'-0" skirting made of white glazed tiles on the bank of the cooking platform to protect the oil spots.

9. **ELECTRICAL WIRING** :

Concealed wiring in all flats (copper electrical wiring). Each flat will be provided with the following electrical points with good quality switch.

Bed Room : 3 light points, 1 fan point, 2 plug points (5 Amp.) and 1 plug point (15 Amp.)

Dining / Drawing – 3 light points, 2 fan points, 1 plug point (15 Amp.), 2 Plug points (5 Amp.)

Kitchen – 1 light point, 1 Exhaust fan point, 1 plug point (15 Amp).

Toilet & W.C. – 1 light point each, 1 Exhaust fan point each, 1 plug point (15 Amp) for Geyser.

Verandah – 1 light point, 1 Plug point.

Entrance – Door Bell point.

10. **WATER** : Overhead and underground Reservoir attach with connection of Deep Tube well (P.V.C.) with Sub-Marshable pump or from the connection of the Municipality, which will be available.

11. **PAINTING** : Plaster of Paris.
Colour wash in outside wall and white wash in all common areas of the building.

12. **VERANDAH** : 2'-6" Brick Railing will be provided in verandah.

13. **LIFT** : Lift will be provided of standard Company.

EXTRA WORK : For all extra works and fittings as desired, party shall have to bear the cost as per out calculation and 50% of the calculated costs have to be deposited before start of the work.

IN WITNESS WHEREOF both the parties hereto have hereunto set and subscribed their respective hands, seals and signature on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of :-

WITNESSES :-

1. Moithun DAS
Nilachal Birata
Kod- 51

2. Santosh Kumar Mandal
Advocate High Court, Calcutta

Subir Guha

Pranab Guha

Debabrata Guha
Suchismita Guha

L.T. 18 Nivedita
Guha
by the Pen of
Moithun Das

SIGNATURE OF THE OWNERS/
PRICIPALS

Drafted by :-

Santosh Kumar Mandal
F1629/618/92

Mr. Santosh Kumar Mandal,
Advocate
High Court, Calcutta

AD & AD CON

Armit Kumar
Partner

AD & AD CON

Armit Kumar
Partner

SIGNATURE OF THE DEVELOPER/
ATTORNEY

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 20,000/- (Rupees Twenty Thousand) only as non-refundable amount as per Memo given below :-

MEMO OF CONSIDERATION

Cash/ Cheque No.	Date	Bank & Branch	Amount (Rs)
By cash	23/03/2022		Rs 20,000/-

Dehadev Gaba

WITNESSES :

1. *Meethun DAS*

Subir Senka

Pranab Gaba

Dehadev Gaba
Subir Senka

2. *Imran Hussain Meethun*
Sohn Tale Chitra Court, Cal

T. I. S. Nivedita Gaba
by the hand Meethun DAS

SIGNATURE OF THE OWNERS

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