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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL AP 076989

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

District Sub-Register-II
Alipore, South 24-Parganas

23 FEB 2023 / 20 FEB 2023

DEVELOPMENT AGREEMENT AND DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT AND DEVELOPMENT POWER OF ATTORNEY is made on 16th day of February Two Thousand Twenty Three (2023) on Christian Era.

BETWEEN

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SMT. SANTOSHI ROY, PAN : DZZPR1252Q, wife of Late Niranjan Roy, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, residing at A/8, Nayabad Main Road, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700099, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, successors, administrators, legal, representatives and assigns) of the **ONE PART**.

A N D

U.V. CONSTRUCTION, a Partnership firm having registerd at Office of 55, Dr. Suresh Sarkar Road, Post Office and Police Station - Entally, Kolkata - 700 014 being its partner (1) **SRI UDAY CHAND DUTTA**, PAN : AHYPD0082A, Aadhaar No. 7989 2393 2618, Mobile No. 8910359226, son of Late Samar Dutta, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 55, Dr. Suresh Sarkar Road, Post Office and Police Station - Entally, Kolkata - 700014, District - 24 Parganas (South) and (2) **SRI SHANKAR GHARAMI**, PAN : AKGPG1828G, Aadhaar No. 7861 5018 9492, son of late Manoranjan Gharami, residing at P-1/1, Surabardi Avenue, Circus Avenue, Police Station - Park Circus, Kolkata - 700 017, hereinafter called and referred to as the "**SECOND PARTIES/DEVELOPERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in office, executors, successors, administrators, legal representatives and assigns) of the **OTHER PART**.

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WHEREAS one Hara Lal Roy, son of Late Satish Chandra Roy became the sole and absolute Owner in respect of ALL THAT a piece and parcel of land measuring 1 (one) Cottah more or less comprised in Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S. Dag No. 133, lying under Police Station - Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, it's Ward No. 109, Borough No. XII, District - South 24-Parganas, which he purchased from Sri Panchu Bag, son of Sri Sridhar Bag by way of a Registered Bengali Saf Bikroy Kobala dated 20.02.1980, which was executed and registered before the Office of the District Sub-Registrar, Alipore, 24-Parganas and duly recorded in Book No. I, Volume No. 48, pages 75 to 78, being No. 1063 for the year 1980.

AND WHEREAS thereafter said Haralal Roy sold, transferred and conveyed ALL THAT the said piece and parcel of land measuring 1 (one) Cottah more or less comprised in Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S. Dag No. 133, lying under Police Station - Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, in its Ward No. 109, Borough No. XII, District - South 24-Parganas, unto and in favour Sri Suren Roy, son of Late Niranjan Roy, the Owner No. 2 herein, by way of a Registered Bengali Saf Bikroy Kobala dated 22.12.1999, which was executed and registered before the Office of the District Sub-Registrar, Alipore, 24-Parganas and duly recorded in Book No. I, Volume No. 58, Pages 283 to 292, Being No. 2358 for the year 2001.

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AND WHEREAS one Smt. Santoshi Roy became the sole and absolute owner in respect of ALL THAT piece and parcel of land measuring 2 (two) Cottahs more or less comprised in Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, Collectorate Touzi No. 56, under R.S. Khatian No. 69, R.S. Dag No. 133, lying and situated at and being Premises No. 278, Hederhat, Police Station - Purba Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation Ward No. 109, Borough - XII, in the District of 24-Parganas (South), which he purchased from Sri Panchu Bag son of Sri Sridhar Bag, by way of a Registered Bengali Saf Bikroy Kobala dated 20.02.1980, which was executed and registered before the Office of the District Sub-Registrar, Alipore, 24-Parganas and duly recorded in Book No. I, Volume No. 48, Pages from 71 to 74, being No. 1062 for the year 1980.

AND WHEREAS the Owner herein mutated their names in the records of the Kolkata Municipal Corporation vide Assessee No. 311090502789 and Assessee No. 31-109-05-0278-9.

AND WHEREAS Suren Ray, son of late Niranjan Ray hereby gifted his share in respect of all that piece and parcel of bastu land measuring about 1 (one) Cottah more or less togtherwith 100 Sq.ft. R.T. Shed structure at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S. Dag No. 133, being 278, Hederhat, Police Station Purba Jadavpur, Kolkata -700099, within the limits of the Kolkata Municipal

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Corporation, in its Ward No. 109, Borough No. XII, District - South 24-Parganas (South) in favour of his mother namely Santoshi Ray by way of registered Deed of Gift recorded in Book No. I, Volume No. 1606-2021, Pages 251079 to 251100, Being No. 160605941 for the year 2021 duly registered in the Office of ADSR Sealdah.

AND WHEREAS being desirous to construct a new building upon demolition of the existing one at the aforesaid premises, the Owner duly approached the party of the second part to develop the said immovable property and, *inter alia* represented to the party of second part that the Owner is the joint Owner of the said property which is free from all encumbrances, lien, lispendens, attachment of any defect in title and the said property or any portion thereof is not affected by any acquisition or requisition and the said Owner is having good marketable title thereon to transfer and alienate the same at a valuable consideration.

AND WHEREAS believing the aforesaid representation as true and correct and wholly relying thereon the party of the second part has agreed to act as Developers to develop the said property as per the plan as may be sanctioned by Kolkata Municipal Corporation upon demolition of the existing structure standing thereon at its own cost and expenses on such terms, conditions and consideration as morefully and particularly mentioned and described hereunder.

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AND WHEREAS it is desire of the parties hereto to the first and second part to reduce their agreement in writing, hence this agreement.

AND WHEREAS in view of revocation of the said trust, the Owner has mutated his name in the records of Kolkata Municipal Corporation in respect of the said immovable property and are regularly and punctually making payment of all municipal rates, taxes and outgoings in respect thereof without committing any default whatsoever.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

ARTICLE-I- COMMENCEMENT

1.1 This Agreement shall be deemed to have commenced on and with effect from the day, month and year first above written and shall remain in force till completion of the building as specified hereinafter.

ARTICLE - II - DEFINITIONS

2.1 **OWNER** : shall mean **SMT. SANTOSHI ROY**, PAN : DZZPR1252Q, wife of Late Niranjan Roy, by occupation - Housewife, by faith - Hindu, by Nationality - Indian, residing at A/8, Nayabad Main Road, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700099 and her, heirs, executors, successors, administrators, representatives and assigns as the case may be.

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2.2 **DEVELOPER** : shall mean **U.V. CONSTRUCTION**, a Partnership firm having registerd at Office of 55, Dr. Suresh Sarkar Road, Post Office and Police Station - Entally, Kolkata - 700 014 being its partner (1) **SRI UDAY CHAND DUTTA**, PAN : AHYPD0082A, Aadhaar No. 7989 2393 2618, Mobile No. 8910359226, son of Late Samar Dutta, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 55, Dr. Suresh Sarkar Road, Post Office and Police Station - Entally, Kolkata - 700014, District - 24 Parganas (South) and (2) **SRI SHANKAR GHARAMI**, PAN : AKGPG1828G, Aadhaar No. 7861 5018 9492, son of late Manoranjan Gharami, residing at P-1/1, Surabardi Avenue, Circus Avenue, Police Station - Park Circus, Kolkata - 700 017 and its successor-in-office, heirs, executors, administrators, representatives, nominees and assigns, as the case may be having all permission, license and credentials as per West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and any other applicable law of the land.

2.3 **SAID PREMISES** : shall mean 3 (three) Cottahs more or less comprised in 3813, Nayabad, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099 at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S. Dag No. 133, lying under Police Station - Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, its Ward No. 109,

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Borough No. XII, District - South 24-Parganas, Assessee No. 311090895945 morefully and particularly mentioned and described on the **FIRST SCHEDULE** hereunder written.

2.4 **NEW BUILDING** : shall mean a multi-storied building to be constructed at the said premises as per building plan to be prepared by the Architect and sanctioned by KMC.

2.5 **COMMON FACILITIES AND AMENITIES** : shall mean and include ways, stairways, passage, roof, overhead water tank, water pump, motor and other facilities shall have to be provided by the Developer for enjoyment and maintenance and/or management of the building.

2.6 **OWNERS' ALLOCATION** : shall mean Owner shall get 50% of the total constructed area i.e. 4 (four) shop rooms & 4 flats as per the KMC sanction plan in respect of the multi-storied building having premises No. 3813, Nayabad, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099 at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S. Dag No. 133, lying under Police Station - Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, its Ward No. 109, Borough No. XII, District - South 24-Parganas, Assessee No. 311090895945 and also received Rs. 2,00,000/- (Rupees Two Lac) only from the Developers which will be forfeited.

2.7 **DEVELOPER'S ALLOCATION** : shall mean the Developer shall

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get remaining portion of the F.A.R. of the total sanctioned area i.e. 50% constructed area (except Owner's Allocation) in respect of Multi-storied Building with proportionate share of ownership in the land attributable to the said portions alongwith common facilities, utilities, use of roof, civic amenities as to be provided in the newly constructed building at the aforesaid Premises no. 3813, Nayabad, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099 at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S. Dag No. 133, lying under Police Station - Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, its Ward No. 109, Borough No. XII, District - South 24-Parganas, Assessee No. 311090895945 after handing covers Owner/Owners' Allocation to the Owner.

2.8 **SALEABLE SPACE** : shall mean the constructional built up area in the building which is the Developer's Allocation alongwith proportionate undivided share in the land and proportionate common areas and facilities attributed to the same in the said multi-storied building at Premises no. 3813, Nayabad, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700099 at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S. Dag No. 133, lying under Police Station - Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation,

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its Ward No. 109, Borough No. XII, District - South 24-Parganas, Assessee No. 311090895945.

2.9 **TIME** : The building shall be completed and/or to be constructed by the Developer within 24 (twenty four) months from the date of sanction of the building plan and on getting vacant possession of the said premises which is earlier within six months grace period if the Owner the party of the First Part think it necessary to give extra time for completion of such construction.

2.10 **SPECIFICATION** : shall mean the specification and materials for the erection and completion of the said building by the Developer as morefully described in the **FOURTH SCHEDULE** hereunder written.

ARTICLE - III OWNERS' RIGHTS AND REPRESENTATIONS

3.1 The Owner shall deliver or hand over all the copies of the documents relating to the title of the said property at the time of execution of these presents to the Developer which are in possession and control of the Owner.

3.2 The names of the Owner to be mutated with Kolkata Municipal Corporation whereupon Kolkata Municipal Corporation will issue the current tax bill in the name of the Owner and only after issuance of the said tax bill and sanction of the new building plan by KMC the Owner shall have an obligation to make over

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possession of the land comprised within said premises to the Developer for the purpose demolition of the existing structure and to construct the new building. The Owner shall have no objection in any manner if the Developer acquires the right of development in respect of the adjacent premises and get the said adjacent premises No. 3813, Nayabad, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099 at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S. Dag No. 133, lying under Police Station - Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, its Ward No. 109, Borough No. XII, District - South 24-Parganas, Assessee No. 311090895945 by an order of Kolkata Municipal Corporation and after such amalgamation the owners' consideration under this agreement as mentioned in Owners' Allocation will not be enhanced or will be changed in any manner whatsoever.

3.3 The Owner hereby undertake that the Owner shall not interfere in any manner with the possession of the developer of Premises No. 3813, Nayabad, Post Office - Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700 099 at Mouza - Nayabad, Pargana - Khaspur, J.L. No. 25, R.S. No. 3, District Collectorate Touzi No. 56 under R.S. Khatian No. 69, R.S. Dag No. 133, lying under Police Station - Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, its Ward No. 109, Borough No. XII, District - South 24-Parganas, Assessee No. 311090895945.

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3.4 As and when the Owner shall be called upon by the developer the Owner shall have an obligation to execute and register the necessary Deed of Conveyance or Conveyances in favour of the flat purchasers or nominee of the developer in respect of the portions fails under the Developer's Allocation without raising any objection and without asking for any further consideration in respect thereof and if the Owner executed the Power Of Attorney in favour of the Developer in that event the Owner have no liabilities to execute those document as detailed above.

3.5 Subject to the provisions as mentioned herein before the Owner shall sign applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions or consent(s) for construction and completion of the said building or as may be required from time to time in accordance with law in future.

3.6 To provide the Developer with appropriate power of attorney immediately with the signing of this agreement in connection with submission of the building plan to KMC, construction, erection, completion of the newly proposed building and to appear for and represent the Owner before all concerned authorities and to make sign and execute the applications, declarations, other relevant papers and documents to appropriate authorities for temporary and permanent connections of water, sewerage and

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electricity or as may be required from time to time in accordance with law and/or otherwise concerning negotiations for transfer of flats to the intending purchaser(s) thereof and all costs and expenses in that respect this POWER OF ATTORNEY shall remain valid till completion of the newly proposed multi-storied building with transfer of respective allocation to the ultimate transfer at the aforesaid premises.

3.7 The land upon which the said building shall be erected and/or to be constructed and appurtenant thereto and also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indefeasible and undivided whereas the Owner shall be at absolute authority and liberty and to deal with their allocated portion together with the undivided proportionate part or share of the land as well as the common areas and facilities and the Developer shall similarly be entitled to deal with its allocated portion togetherwith the undivided proportionate part or share of the land as well as the common areas and facilities.

3.8 Subject to the above conditions the Developer shall be entitled to enter into any contract or agreement relating to its allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper and the Owner shall of execute required Indenture as above specified, unto and in favour

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of the said nominee or nominees of the Developer and cause the same I registered in accordance with law and admit such execution registration provided, however, all costs charges and expenses of the required value of stamp duty, registration costs or incidental thereto and paid and borne by the Developer and/or its nominee or nominees, as the case may be.

ARTICLE-IV DEVELOPER'S RIGHTS AND OBLIGATIONS

4.1 After entering into this Agreement, the Developer shall appoint an architect and shall at his own cost prepare the building plan and upon approval of the Owner will submit the said building plan with Kolkata Municipal Corporation for sanction. The costs and expenses of such sanction to be borne by the Developer.

4.2 After sanction of the said building plan, the Developer shall intimate the same to the owner and hand over a copy of the said building Plan to the Owner for his satisfaction and there upon the developer shall take the peaceful vacant khas possession of the premises in question from the Owner for the purpose of demolition of the existing building.

4.3 The temporary Accommodation of the Owner during the period of construction from the date of handing over possession shall be arranged by the Developer and the cost/months @ Rs. 18,000/- only per month rent of such temporary accommodation also to be borne by the Developer till

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the completion of the said proposed building and till the date of handing my possession to the Owner.

4.4 Upon getting vacant possession of the premises in question, the developer shall start demolition the existing structure and such demolition shall be completed within a period of thirty six months from the date of taking possession of the premises. The building materials upon such demolition to be appropriated by the developer as his consideration to which the owner shall have not any claim whatsoever.

4.5 Within six months from the date of this agreement the developer shall get the said building plan sanctioned by Kolkata Municipal Corporation at his cost and expenses and shall accordingly inform the Owner that such plan has duly been sanctioned and deliver the copy of the said sanction plan to the Owner.

4.6 Upon getting sanction of the said building plan, the developer shall start construction of the proposed new building as per the said plan or in terms of any modification made thereunder with the approval of the Owner. Such construction to be completed by the Developer within 30 months from the date of sanction of the building plan.

4.7 After completion of the construction the developer shall have an obligation to obtain the necessary completion certificate from

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