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JONAKI APARTMENT-II

Addl. Dist. Sub-Registrar  
Sodepur, North 24 Parganas

**DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY**

07 DEC 2023

**THIS DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY** made this the 7<sup>th</sup> day of December, Two Thousand Twent Three (2023);

Notarizing that the document is admitted to registration. The signature sheet / sheet's and the endorsement sheet/sheet's attached with this document's are the part of this document

Happy Developer

Partner

Sanjay Mukherjee

Addl. Dist. Sub-Registrar  
Sodepur, North 24 Parganas

07 DEC 2023

**BETWEEN**

(1) **SRI PRAMOD KUMAR SHAW**, (PAN BJVPS3427C), (Aadhaar No. 706766927052), by occupation service, (2) **SRI BINOD KUMAR SHAW**, (PAN LGNPS9643F), (Aadhaar No. 901905377087), by occupation business, both are sons of Baijnath Shaw, both are by faith Hindu, by Nationality Indian, both are residing at 242/2E/H/15, A.P.C. Road, Nandan Bagan, P.O. Shyam bazaar, P.S. Burtola, Kolkata-700004, (3) **SRI AJAY SHAW @ SRI AJAY KUMAR SHAW** (PAN BNAPS0828L), (Aadhaar No. 396347179372) son of Sri Jahar Shaw, by occupation business, (4) **SMT. SHARMILA SHAW** (PAN BPWPS5450J), (Aadhaar No. 428746075232) wife of Sri Ajay Kumar Shaw; by occupation- house wife, both are by faith Hindu, by Nationality Indian, both are residing at 2, Raja Naba Krishna Street, Sova Bazar, P.O. Hatkhola, P.S. Shyam Pukur, Kolkata-700005 hereinafter jointly referred to as the **LAND OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs/heirss, executors, legal representatives and assigns) of the **ONE PART**

**AND**

**"HAPPY DEVELOPER"** (PAN AANFH3959G) a Partnership firm having its principal place of business at Ram Krishna Apartment, Flat No. D, on the Ground Floor, 24/1/C, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas being represented by its partners (1) **SMT. SIMA CHAKRABORTY**, (PAN AZQPC7385M) (Mobile No. 9123998505) widow of late Asim Chakraborty, by religion Hindu, by Nationality Indian, by occupation Business, residing at 3 No. Deshbandhu Nagar, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas & (2) **SRI CHANCHAL MUKHERJEE** (PAN BEIPM3414D) (Mobile No. 8961611732) son of Sri Nemai Chandra Mukherjee, by faith Hindu, by Nationality Indian, by occupation business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Kolkata- 700115, District North 24 Parganas, hereinafter 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

*Happy Developer*

*chanchal mukherjee*

*Partner*



successor or successors in office their heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**

**WHEREAS** by a Bengali Deed of Saaf Bikroy Kobala dated 14<sup>th</sup> day of December, 2010 made by and between the Smt. Sipra Das, wife of late Rabindra Bhusan Das & Sri Sandipan Das, son of late Rabindra Bhusan Das thereafter jointly referred to as the vendor of the one part and Sri Pramod Kumar Shaw, & Sri Binod Kumar Shaw, both are sons of Baijnath Shaw thereafter jointly referred to as the purchasers of the other part and registered at the office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas, in Book No. I, CD Volume No. 45, Pages from 1548 to 1562, Being No. 12964 for the year 2010 wherein the said vendors jointly sold, transferred and conveyed their respective right, title and interest of ALL THAT land measuring an area of 2 (two) chhattacks 20 (twenty) square feet be the same a little more or less in R.S. Dag No. 3253 & land measuring an area of 1 (one) cottah 13 (thirteen) chhattacks 10 (ten) square feet be the same a little more or less in R.S. Dag No. 3254 totaling to 1 (one) cottah 15 (fifteen) chhattacks 30 (thirty) square feet be the same a little more or less in two dags along with construction standing thereon appertaining to Mouza Sukchar, J.L. No. 9, R.S. No. 14, Touzi No. 156, R.S. Khatian No. 690, P.S. Khardah, District North 24 Parganas unto and in favour of the said Sri Pramod Kumar Shaw & Sri Binod Kumar Shaw

**AND WHEREAS** having been owner of the said land with structure the said Sri Pramod Kumar Shaw & Sri Binod Kumar Shaw duly mutated their names in the concerned B.L. & L.R.O. as well as assessment record of office of the Panihati Municipality and presently the said property has been reassessed and renumbered as appertaining to Mouza Sukchar, J.L. No. 9, R.S. No. 14, Touzi No. 156, R.S. Dag Nos. 3253 & 3254, L.R. Dag No. 7230, R.S. Khatian No. 690, Modified Khatian No. 503, L.R. Khatian Nos. 5337 & 5338, lying and situated at Holding No. 286 (old) & 334 (New), T.N. Banerjee Road, under Panihati Municipality, Ward No. 2, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas fully

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*Charanlal Mukherjee*

Partner

mentioned in the **First Schedule Part-I** hereunder written

**AND WHEREAS** by another Bengali Deed of Saaf Bikroy Kobala dated 14<sup>th</sup> day of December, 2010 made by and between the Smt. Sipra Das, wife of late Rabindra Bhusan Das thereafter referred to as the vendor of the one part and Sri Ajay Kumar Shaw, son of late Jahar Shaw & Smt. Sharmila Shaw wife of Sri Ajay Kumar Shaw thereafter jointly referred to as the purchasers of the other part and registered at the office of the Additional District Sub Registrar, Barrackpore, North 24 Parganas, in Book No. I, CD Volume No. 45, Pages from 1563 to 1577, Being No. 12965 for the year 2010 wherein the said vendor sold, transferred and conveyed their respective right, title and interest of ALL THAT land measuring an area of 8 (eight) chhattacks be the same a little more or less in R.S. Dag No. 3253 & land measuring an area of 1 (one) cottah 7 (seven) chhattacks 30 (thirty) square feet be the same a little more or less in R.S. Dag No. 3254 totaling to 1 (one) cottah 15 (fifteen) chhattacks 30 (thirty) square feet be the same a little more or less in two dags along with construction standing thereon appertaining to Mouza Sukchar, J.L. No. 9, R.S. No. 14, Touzi No. 156, R.S. Khatian No. 690, P.S. Khardah, District North 24 Parganas unto and in favour of the said Sri Ajay Kumar Shaw & Smt. Sharmila Shaw

**AND WHEREAS** having been owner of the said land with structure the said Sri Ajay Kumar Shaw & Smt. Sharmila Shaw duly mutated their names in the concerned B.L. & L.R.O as well as assessment record of office of the Panihati Municipality and presently the said property has been reassessed and renumbered as appertaining to Mouza Sukchar, J.L. No. 9, R.S. No. 14, Touzi No. 156, R.S. Dag Nos. 3253 & 3254, L.R. Dag No. 7230, R.S. Khatian No. 690, Modified Khatian No. 503, L.R. Khatian Nos. 5339 & 5340, lying and situated at Holding No. 287 (old) & 335 (New), T.N. Banerjee Road, under Panihati Municipality, Ward No. 2, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas fully mentioned in the **First Schedule Part-II** hereunder written

Happy Developer,  
*Chanchal Mukherjee*

Partner



more or less together with one storied building having an area of 700 square feet standing on the said land appertaining to Mouza Sukchar, J.L. No. 9, R.S. No. 14, Touzi No. 156, R.S. Dag Nos. 3253 & 3254, L.R. Dag No. 7230, R.S. Khatian No. 690, Modified Khatian No. 503, L.R. Khatian Nos. 5337; 5338; 5339 & 5340, lying and situated at 334, T.N. Banerjee Road, under Panihati Municipality, Ward No. 2, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas (hereinafter referred to as the said Property) fully mentioned in the **First Schedule Part-III** hereunder written

**AND WHEREAS** the said (1) Sri Pramod Kumar Shaw; (2) Sri Binod Kumar Shaw; (3) Sri Ajay Kumar Shaw & (4) Smt. Sharmila Shaw having decided to develop the "said property" and to erect a **Multi** Storied commercial cum residential building thereat duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new **Multi** Storied residential-cum-commercial building thereon comprising of self-contained residential flats/units/shops/garages etc. on ownership basis according to the sanctioned building plan to be duly sanctioned by the **Panihati** Municipality

**NOW THIS AGREEMENT WITNESSETH** that in pursuance of this Agreement, the parties hereto have agreed for development and for constructing a **Multi** storied residential cum commercial building on the said plot of land and it is hereby agreed to and declared by and between the parties hereto as follows: -

#### **ARTICLE - I: DEFINITIONS:**

Unless the context or subject otherwise, requires, words or expression contained in this agreement shall have the following meaning.

I. **THE SAID PROPERTY/PREMISES** belongs to (1) Sri Pramod Kumar Shaw; (2) Sri Binod Kumar Shaw; (3) Sri Ajay Kumar Shaw & (4) Smt. Sharmila Shaw shall mean and include the land measuring an area of 3(three) cottahs 15 (fifteen) chhattack 15 (fifteen) square feet be the

Happy Developer  
*danchal mukherjee*

same a little more or less together with one storied building having an area of 700 square feet standing on the said land appertaining to Mouza Sukchar, J.L. No. 9, R.S. No. 14, Touzi No. 156, R.S. Dag Nos. 3253 & 3254, L.R. Dag No. 7230, R.S. Khatian No. 690, Modified Khatian No. 503, L.R. Khatian Nos. 5337; 5338; 5339 & 5340, lying and situated at 334, T.N. Banerjee Road, under Panihati Municipality, Ward No. 2, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas more fully described in the **First Schedule Part- III** hereunder written.

II. **THE NEW BUILDING:** shall mean and include the new proposed storied residential -cum- commercial building comprising of self-contained residential flats/units / shops / garages/ office spaces on Ownership basis and other structures to be constructed on the said property according to the building plan to be sanctioned by the **Panihati** Municipality building department after demolition of the existing structure standing thereon.

III. **LAND SHALL MEAN:** the total land contained in "THE SAID PROPERTY" i.e. 3(three) cottahs 15 (fifteen) chhattack 15 (fifteen) square feet be the same a little more or less.

IV. **SANCTIONED BUILDING PLAN:** shall mean and include the plan for construction of the proposed **Multi** storied new building and/or other structures as may be sanctioned by the **Panihati** Municipality and/or other appropriate authority or authorities on the maximum permissible floor area ratio available under the building rules and laws and shall include any amendments thereto and/or modification, elevations, designs, maps, drawing and other specification thereof as may be made from time to time for construction of the proposed **Multi** Storied building of flats and spaces of the building as described in the **SECOND SCHEDULE** hereunder written;

V. **FLAT/UNIT:** shall mean any self-contained space/unit/office space/garage apartment in the premises including all fittings and fixtures

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*chanchal mukherjee*  
 Partner

therein and/or appurtenant thereto agreed to be constructed.

VI. **CONSTRUCTION AREA:** shall mean the total constructive areas as may be sanctioned by the **Panihati Municipality**.

VIII. **OWNERS:** shall mean the owners named above including their respective legal heirs, legal heiresses, legal representatives, executors, administrators and assigns.

IX. **OWNERS ALLOCATION:** Shall mean 3300 square feet covered area out of which 5 (five) nos. of self contained residential flats and 1 (one) number of shop in the following manner;

- a) One residential flat on the **ground floor** having covered area of **525 square feet** be the same a little more or less including lift, stair & lobby.
- b) One residential flat on the **ground floor** having covered area of **609 square feet** be the same a little more or less including lift, stair & lobby.
- c) One residential flat on the **first floor** having covered area of **641 square feet** be the same a little more or less including lift, stair & lobby.
- d) One residential flat on the **first floor** having covered area of **403 square feet** be the same a little more or less including lift, stair & lobby.
- e) One residential flat on the **first floor** having covered area of **992 square feet** be the same a little more or less including lift, stair & lobby.
- f) One **shop** on the **South-West** facing on the **ground floor** having covered area of **121 square feet** be the same a little more or less.
- g) It is made clear that if it is found at the time of final joint measurement that 3300 square feet of super built up area of

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*Chanchal Kumar*

Partner



owner's allocation increased after deducting the above referred allocated area in that case the balance area shall be calculated @ Rs. 2,500/- (rupees two thousand five hundred) only per square feet which will be paid by the Developer to the land Owners and vice versa.

X. **DEVELOPER/PROMOTER:** shall mean the Developer named above and include its/their legal heirs, legal heiresses, legal representatives, executors, administrators and assigns.

XI. **PURCHASER:** shall mean and include any person, persons individual, company, partnership firm etc. interested in purchasing unit or units in the proposed new building at the said premises.

XII. **DEVELOPER'S ALLOCATION:** Shall mean remaining portion of the total constructed floor area of the building along with proportionate area of land and common spaces and others facilities after provisions of Owner allocation in terms of clause IX and all the sell proceed of the Developer allocation shall be received by the Developers i.e. **HAPPY DEVELOPER** and registered the Deed of conveyance/conveyances in favour the intended purchaser/purchasers.

XIII. **ARCHITECT:** shall mean any experienced and qualified person or persons; firm or firms or a limited company having the proper, requisite and valid license as Building Architect from the **Panihati** Municipality to be appointed and/or nominated by the Developer as the Architect or Architects of the proposed building to be constructed on the said premises.

XIV. **FLOOR AREA RATIO:** shall mean the floor area ratio available for construction in "the said Premises" according to the prevalent Municipal Law.

XV. **ROOF:** shall mean and include the entire open space of the roof and/or top of the Building, excluding, the space required for the installation of the overhead brick Water Tank, T.V. Antena, Staircase

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*Chandab mukherjee*

Partner



cover and other facilities.

XV. The Developer at their own costs and expenses shall bring the main electric line in the premises and the landowner shall install his own meter at his costs.

XVI. **ENCUMBRANCES**: shall mean charges, liens, lispendens, claims, liabilities, trusts, demands, acquisitions or requisitions of Government and Public Authorities.

XVII. **SINGULAR NUMBER**: shall include the plural and vice-versa.

XVIII. **MASCULINE**: shall mean and include feminine and vice versa.

**ARTICLE II: OWNER'S REPRESENTATION & INDEMNITY ON TITLE:**

- i) The Owner hereby declares that they are the sole and absolute joint Owners of the said property mentioned in the **First Schedule Part-III** hereunder written and the same are free from all encumbrances and the Owners have a good and marketable title in respect thereof and there is no impediment to the development of the said property and/or entrusting the work of the construction of the building to the Developer in the manner as herein agreed upon. Furthermore Owners also declare that the said property is in their physical possession and occupation.
- ii) All original documents i.e. Deeds, Parcha if any rent receipts etc. shall be handed over by the Owners to the developer at the time of execution of this Agreement and registered a Development Power of Attorney in favour of partners of the **HAPPY DEVELOPER** the Developer herein.
- iii) The Owners agrees that after the execution of this Agreement the Owners shall not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the said

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 Partner

property or portion thereof except in the manner as herein expressly provided.

- iv) The Owners hereby also undertakes that the Developer shall have the right to amalgamation with the adjacent plot in to a single plot and shall be entitled to construct and complete the new **Multi** Storied building on the said property as per the plan to be sanctioned by the Municipality and to retain and enjoy the Developer's portion therein without any interruption or interference from the Owners or any person or persons lawfully claiming through or under the Owners and the Owners hereby undertake to indemnify and keep the Developer indemnified against all losses, damage, costs charges and expenses incurred as a result of any breach of this undertaking.

#### **ARTICLE - III: DEVELOPER'S REPRESENTATION**

- i) The Developer also hereby undertakes to construct the new **Multi** Storied building in accordance with the sanction plan at its own costs.
- ii) In carrying out the said development work and/or construction of the new building the Developer shall keep the Owner indemnified from and against all third party claims or compensations and actions due to any act of omission, commission or technical defect of the contractor or any accident in or related to the construction of the building for which the entire legal responsibility shall be of the Developer.

#### **ARTICLE IV: EXPLOITATION RIGHT:**

- i) The Developer shall get the Building Plan prepared by a duly licensed building Architect as stated hereinabove for the construction of the building and submit the same to the **Panihati** Municipality for necessary sanction and/or permission and/or clearance and/or approval as may or shall be required for the construction of the new building in the said property and also to get the same duly sanctioned and/or approved. The Developer shall be entitled to take all such change or modifications in the plan or plans

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from time to time as may be required by the Municipality or the Government or any other authority or to comply with such sanction, permission, clearance and approval as aforesaid. All costs, expenses and payments required for the preparation and sanction of the plan and all other incidental expenses for the above noted purposes stated hereinabove shall be paid and borne by the Developer herein. Provided always that the Developer shall be entitled to all refunds of payments and/or deposits made by the Developer to any authority firm or person(s).

- ii) The said Owners shall sign all papers, which may be required for the sanction of the plan.
- iii) The Developer at its own costs and expenses shall demolish the existing structure standing on the said land and shall be entitled to sell or otherwise utilize the entire demolished structures for its personal gain.

#### **ARTICLE: V: BUILDING**

- i) The Developer shall at its own cost construct the building in or upon the said property in accordance with the sanctioned plans which will be constructed by the Developer without any hindrance or disturbance by or on behalf of the Owner or any person claiming under them.
- ii) The Developer shall be entitled to apply for in the name of the Owner and obtain quota, entitlement and other allocation of or for cement, steel, bricks and other materials as may be allowable for the construction of the building.
- iii) The Developer shall be entitled at its own cost to apply for and obtain temporary and/or permanent connection of water, sewage, electricity power, telex, telephone and/or gas to the building and other public utilities and facilities to the said property during the period of construction. The Owner or their legal heirs or assigns shall sign, execute and deliver all papers and applications signifying their consent and approval to enable the Contractor to obtain such public utility service and facilities.

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Partner

- iv) The Developer hereby undertakes to prepare the new Building plan and keep it ready for submission before the authorities concerned for the sanction thereof immediately after execution of the instant Development Agreement with Development Power of Attorney and start construction within six months from the receipt of the sanctioned plan from the **Panihati** Municipality and to complete the construction of the building diligently and expeditiously and shall offer the Owner's allocated portion to the Owner within **24 months** from the date of sanction of the building plan unless prevented by circumstances beyond its control. In such eventualities the time shall be reasonably extended by the Owner but not exceeding more than six months.
- v) That the Owner hereby also execute Development Power of Attorney in favour of the Developer authorizing them to represent the Owner before the **Panihati** Municipality, or any other authority or authorities including registration office for registration the developers allocation to the intending purchaser or purchasers and to sign any application, Scheme, map, drawing or any other writing in this behalf and to appear before the authority or authorities and to do all acts authorized by the said power of authority which shall remain operative till the construction of the building and sale of the developer's allocation.
- vi) That the Developer shall be at liberty to enter into agreement with prospective buyers of the several flats/office space/garage, excepting the Owner's portion at the proposed building with proportionate undivided share or interest in the land of the proposed building will be constructed by the Developer to receive all the sale proceeds thereof and Owner shall not have any claim whatsoever on the same or any part thereof. The Developer shall have the authority or be entitled to deliver khas possession to the said prospective purchasers from the Developers allocation.
- vii) The Developer shall be entitled to give possession and shall execute and register the requisite deed of conveyance or conveyances in favour of each of the intending Purchaser/ Purchasers as per agreement for sale

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*haridhat mukherjee*

**Partner**



which is to be entered in between the Developer and the intending Purchaser or Purchasers and the Owner shall be debarred from demand or claiming for any consideration money or value in respect of the land or any thing attached thereto from the Developer and/or from the intending Purchaser/ Purchasers.

viii) The Owner shall pay all outstanding arrears of Municipal Taxes and other out goings if any in respect of the said land. The Developer shall pay the Municipal and other Government rents and taxes from the date of handing over possession of the said plot of land by the Landowner and the Landowner shall be liable for proportionate taxes and rents to the Government only in respect of their share as mentioned above as Owner's Allocation upon getting physical possession along with possession letter duly signed by the parties of his/their share of allocation of the building.

ix) The Developer shall be at liberty to negotiate for and finalize sale/lease/mortgage/transfer on or in any manner of the total area excluding the reserved areas for the Land Owner fully mentioned in the Article-I, Clause-IX with any prospective buyer or buyers or financier before or in course of construction or after the construction together with undivided proportionate share of land on which the said multistoried building will be constructed and common passage, space and all other common facilities and amenities of such consideration and on such terms and conditions and with such person or persons as the developer shall think fit and proper. It is clearly agreed and declared that consideration money for such transfer as aforesaid including earnest money or initial payments or part payments, full payment thereof shall be received by and belong absolutely to the Developer and the Owner shall not be entitled to any portion thereof.

x) The Developer shall be entitled to put their sign boards on the said land stating the name of the developer, their address and other particulars as may be required from the date of execution of this agreement. The Developer has the sole right to advertise in the daily news papers, magazines, radio, T. V. or any manner whatsoever in the name of

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*chanchal mukherjee*

Partner

the firm or self for publicity and sale of flats or shops which shall within the Developers allocation.

xi) Be it specifically mentioned herein that the legal heirs and successors of the present Owner and his/her/their heirs, executors, administrators, legal representatives should remain bound to abide by all the terms and conditions mentioned in this agreement if the Owner expire during the completion of the construction of the proposed new building.

xii) It is further specifically agreed that a notice addressed to either party by a registered post with A/D shall be deemed to be a valid notice duly served upon the parties.

#### **ARTICLE - VI: CONSIDERATION & SPACE ALLOCATION:**

i) Upon completion of the construction of the new building the Owner shall be allotted the Owner's portion in terms of Article I, Clause IX with the proportionate share or interest in the land, common areas including common roof right and other facilities. Also upon completion of construction of the new building the Developer's portion shall belong to the Developer exclusively and the developer shall be entitled to deal with and dispose of its portion together with the undivided proportionate share or interest in the land, common areas including common roof right and other facilities.

ii) The Owner shall be entitled to transfer or dispose of the Owner's portion of the building with right to use the common areas and facilities situated thereon without any rights, claim demand, interest and whatsoever or howsoever of the Developer and any person or persons lawfully claiming on its behalf shall not in any way interfere with and disturb the quiet and peaceful possession of their portion.

iii) The Developer shall also be similarly exclusively entitled to the Developer's portion in the Building same as Owner and in the common area and facilities situated thereon with the exclusive right to deal with enter into agreement, sell the same and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Owner or

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*chanchal mukherjee*

*Partner*



any other person or persons lawfully claiming through them and shall not in anyway interfere with or disturb the quiet and peaceful possession of the developer's portion. Provided always that after the commencement of construction of the Building the Developer shall be entitled at all times to enter into agreement or agreements or contracts for transfer and/or dispose of the area of the Developer's portion on its responsibility and to receive earnest money and payments for the sale of the area of the Developer's portion for which the Owner shall in no way be responsible. Similarly after the commencement of construction of the Building the Owner shall be entitled at all times to enter into agreement or agreements or contracts for transfer and/or dispose of the area of their portion on their responsibility and to receive earnest money and payments for the sale of the area of the Owner's portion for which the Developer shall in no way be responsible.

#### **ARTICLE: VII: COMMON FACILITIES**

- i) The Owner shall bear and pay all rates and taxes and all other outgoings in respect of the said premises till the end of last quarter immediately preceding the execution of the Agreement. Thereafter the developer shall bear and pay all rates and taxes and other outgoings in respect of the said premises till the Owner are provided with the Owner's portion of the new Building.

#### **ARTICLE - VIII: MISCELLANEOUS**

- i) The Owner and the Developer have executed this Agreement purely on Principal to principal basis and nothing stated herein shall be deemed or constructed as a Joint Venture or Joint Adventure between the Owner and the Developer, nor shall the Developer and Owner in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.
- ii) The Owner or the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of Force Majeure with a view that obligation of the

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*chanchal mukherjee*

Partner

party affected by the Force Majeure shall be suspended for the duration of the Force Majeure.

### **ARTICLE VIII - JURISDICTION**

Only Courts in the competent jurisdiction in the District of North 24 Parganas and/or Hon'ble High Court, Calcutta shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties;

### **ARTICLE IX- POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS WE, SRI PRAMOD KUMAR SHAW**, (PAN BJVPS3427C), (Aadhaar No. 706766927052), by occupation service, **(2) SRI BINOD KUMAR SHAW**, (PAN LGNPS9643F), (Aadhaar No. 901905377087), by occupation business, both are sons of Baijnath Shaw, both are by faith Hindu, by Nationality Indian, both are residing at 242/2E/H/15, A.P.C. Road, Nandan Bagan, P.O. Shyam bazaar, P.S. Burtola, Kolkata-700004, **(3) SRI AJAY SHAW @ SRI AJAY KUMAR SHAW** (PAN BNAPS0828L), (Aadhaar No. 396347179372) son of Sri Jahar Shaw, by occupation business, **(4) SMT. SHARMILA SHAW** (PAN BPWPS5450J), (Aadhaar No. 428746075232) wife of Sri Ajay Kumar Shaw, by occupation- house wife, both are by faith Hindu, by Nationality Indian, both are residing at 2, Raja Naba Krishna Street, Sova Bazar, P.O. Hatkhola, P.S. Shyam Pukur, Kolkata-700005 being the owner of all that mentioned below **First Schedule Part- III** property, do hereby nominate constitute appoint **"HAPPY DEVELOPER"** (PAN AANFH3959G) a Partnership firm having its principal place of business at Ram Krishna Apartment, Flat No. D, on the Ground Floor, 24/1/C, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas being represented by its partners **(1) SMT. SIMA CHAKRABORTY**, (PAN AZQPC7385M) (Mobile No. 9123998505) widow of late Asim Chakraborty, by religion Hindu, by Nationality Indian, by occupation Business, residing at 3 No. Deshbandhu Nagar, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas & **(2) SRI CHANCHAL MUKHERJEE** (PAN BEIPM3414D) (Mobile No. 8961611732)

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*chanchal mukherjee*

Partner



son of Sri Nemai Chandra Mukherjee, by faith Hindu, by Nationality Indian, by occupation business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Kotkata- 700115, District North 24 Parganas, as **our** true and lawful attorney to do execute and perform the following acts deeds and things for **ourselves** in **our** names and on **our** behalf.

**WHEREAS** with an intention to develop my aforementioned property by raising **Multi** storied building upon the said land after demolishing the existing old structure by the developer herein the terms and conditions fully mentioned herein above written and "**HAPPY DEVELOPER**" (PAN AANFH3959G) a Partnership firm having its principal place of business at Ram Krishna Apartment, Flat No. D, on the Ground Floor, 24/1/C, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S.Khardah, Kolkata-700115, District North 24 Parganas being represented by its partners **(1) SMT. SIMA CHAKRABORTY**, (PAN AZQPC7385M)(Mobile No. 9123998505) widow of late Asim Chakraborty, by religion Hindu, by Nationality Indian, by occupation Business, residing at 3 No. Deshbandhu Nagar, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas & **(2) SRI CHANCHAL MUKHERJEE** (PAN BEIPM3414D) (Mobile No. 8961611732) son of Sri Nemai Chandra Mukherjee, by faith Hindu, by Nationality Indian, by occupation business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Kotkata- 700115, District North 24 Parganas, represent **ourselves** as and when required looking after or arranging or managing or taking necessary steps for Develop the said property and sale the developers allocation keeping intact our allocation of the said property

**AND WHEREAS** in view of the circumstances as aforesaid we are desirous of appointing Attorney in our names and on our behalf to look after and take necessary steps for Develop the said property by raising **multi** storied building after demolishing the old structure and sale the developers allocation keeping intact our allocation in terms of Development Agreement of the said property more fully and particularly described in the **First Schedule Part- III** hereunder written.

Happy Developer  
chanchal mukherjee

Partner



**NOW KNOW ALL MEN BY THESE PRESENTS** that **WE, (1) SRI PRAMOD KUMAR SHAW, (2) SRI BINOD KUMAR SHAW, (3) SRI AJAY SHAW @ SRI AJAY KUMAR SHAW & (4) SMT. SHARMILA SHAW** do hereby appoint "**HAPPY DEVELOPER**" (PAN AANFH3959G) a Partnership firm, constituted under Indian Partnership Act, 1932 having its principal place of business at Ram Krishna Apartment, Flat No. D, on the Ground Floor, 24/1/C, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S.Khardah, Kolkata-700115, District North 24 Parganas being represented by its partners **(1) SMT. SIMA CHAKRABORTY**, (PAN AZQPC7385M)(Mobile No. 9123998505) widow of late Asim Chakraborty, by religion Hindu, by Nationality Indian, by occupation Business, residing at 3 No. Deshbandhu Nagar, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas **& (2) SRI CHANCHAL MUKHERJEE** (PAN BEIPM3414D) (Mobile No. 8961611732) son of Sri Nema Chandra Mukherjee, by faith Hindu, by Nationality Indian, by occupation business, residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Kolkata- 700115, District North 24 Parganas as **our** true and lawful Attorney for **ourselves** and in our names and on our behalf to do, execute and perform or cause to be done deeds and things that is to say.

1. To look after manage and deal with the said property and to do or cause to be done all acts deeds matters and things in respect of Agreement for sale, Deed of Conveyance, any other agreement of the said property including amalgamation with adjacent property if require excluding owners allocation.
2. To cause prepare necessary new building plan, revised plan of our said property for construction **multi** storied building thereat and to sign on the said plan and receive the said plan after sanction by the **Panihati** Municipality on our behalf.
3. To appear, for and represent us and to sign letters, sanction the building plan necessary documents before the **Panihati** Municipality, B.L. & L.R.O. Treasury, Revenue offices, electricity office before any Magistrate and in all Court have Civil, Criminal,

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Partner

Original or Appellate Revisional Jurisdiction Including High Court any Tribunals and/or Income Tax, Gift Tax or Wealth Tax Offices and in all other Government or Semi-Government offices in respect of the said property in **our** names and in **our** behalf.

4. To negotiate the terms and conditions for enter into and conclude any Agreement for sale, Deed of Conveyance and any other agreement of **our** said Property excluding owners allocation in terms of Development Agreement mentioned above more fully and particularly described in the Schedule hereunder written, to any Purchaser or Purchasers at such price which **our** said Attorney, in their absolute discretion things fit and proper and / or to cancel and / or repudiate the same in **our** names and on **our** behalf.
5. To receive from the intending Purchaser or Purchasers, Tenant, Licensee and other Agreement holder any earnest money and / or advance or advances and also the balance of Purchase money or any other agreement on completion of such sale of flat, units, garage, shop etc along with proportionate share of land of the said **multi** storied building from the developers allocation fully mentioned in the schedule hereunder written and/ or other agreement and to give good, valid receipt thereof at their own risk,
6. Upon such receipt as aforesaid in our names on our behalf and as **our** act and deed, to sign execute and deliver any deed or deeds, of conveyance or conveyances, Agreement for sale, Sale Deed and any others agreement of **our** said property more fully and particularly described in the **First Schedule Part- III** hereunder written in favour of such Purchaser or Purchasers or other agreement holder or their nominee or nominees or assignee excluding owners allocation.
7. To sign and execute all other deeds instruments that they shall consider necessary and to enter into and / or agree to such covenants as may be required for fully and effectually in all respect to the said property.

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*chanchal mukherjee*  
 Partner

8. To present and sign any such sale deed or deed of conveyance or conveyances or other document or documents like Agreement for Sale, Deed of Gift, Deed of Conveyance and any other Deed or Documents etc. Excluding owner's allocation in terms of Development Agreement mentioned above for registration when executed by their to admit execution thereof and receipt of consideration and appear before the appropriate Registering Authority for Registration the said property according to law and to do all other acts deeds and things which my attorney shall consider necessary for the transferring and/or conveying the said property to such Purchaser or Purchasers, or any other agreement as fully and effectually in all respects.
9. To ask, demand, receive and to appoint lawyers, solicitors, advocates on our behalf and to defend suits against me in any Court of law, execution proceeding or otherwise all moneys payments etc in of any transaction related to and/or connected with any dues claims and demands arising from the dealings, including the sale of the said property stated herein below.
10. To institute any suit content, compromise, withdraw submit to arbitration any suit proceeding claims demand etc. and to all reasonable matters and things as may appear to **our** said Attorney necessary for such sale or any other purpose.
11. To commence prosecute enforce defend answer and oppose and actions and other legal proceedings and demands touching any of the matters concerning the said Property or any part thereof.
12. To sign any correspondence declare and / or affirm any plaint written statement petition affidavit verification Vakalatnama memo of appeal Registered undertaking declaration etc. or any other documents or papers in any proceedings or in any way connected therewith.
13. To appoint engineers, architects, surveyors supervisors, caretakers, masons, carpenters, electricians, plumber etc. and all

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*Charishat Sunkharia*

Partner



other persons require for during construction and completion of the said **multi** storied building at their own costs.

14. It is hereby declared that all costs & expenses to be spent and incurred in performance of the powers and authorities hereby conferred shall be borne by the my said attorney as the costs of the construction of the said **multi** storied building fully mentioned in the **First Schedule Part- III** hereunder written.

**AND WE**, the undersigned Executant, do hereby agree and undertake to ratify and confirm all and whatsoever other act or acts, deeds or proceedings that may be done by the said Attorney on **our** behalf and in our names by virtue of this Development Power of Attorney and same shall be binding on me and be of full force and effect.

**THE FIRST SCHEDULE PART- I ABOVE REFERRED TO**

**ALL THAT** land measuring an area of 2 (two) chhattacks 20 (twenty) square feet be the same a little more or less in R.S. Dag No. 3253 & land measuring an area of 1 (one) cottah 13 (thirteen) chhattacks 10 (ten) square feet be the same a little more or less in R.S. Dag No. 3254 totaling to 1 (one) cottah 15 (fifteen) chhattacks 30 (thirty) square feet be the same a little more or less in two dags along with construction standing thereon appertaining to Mouza Sukchar, J.L. No. 9, R.S. No. 14, Touzi No. 156, R.S. Dag Nos. 3253 & 3254, L.R. Dag No. 7230, R.S. Khatian No. 690, Modified Khatian No. 503, L.R. Khatian Nos. 5337 & 5338, lying and situated at Holding No. 286 (old) & 334 (New), T.N. Banerjee Road, under Panihati Municipality, Ward No. 2. P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas and the same is butted and bounded as follows:

**ON THE NORTH :** House of Arabinda Singha & Dhananjoy Mullick;

**ON THE SOUTH :** House of Kamana Mandal;

**ON THE EAST :** House of Samir Biswas ;

**ON THE WEST :** Partly House of Ajoy Kumar Shaw & Anr.& partly 4'-00"

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*chanchal mukherjee*

Partner

wide common passage thereafter 16'-00" wide T.N. Banerjee Road.

**THE FIRST SCHEDULE PART- II ABOVE REFERRED TO**

**ALL THAT** land measuring an area of 8 (eight) chhattacks be the same a little more or less in R.S. Dag No. 3253 & land measuring an area of 1 (one) cottah 7 (seven) chhattacks 30 (thirty) square feet be the same a little more or less in R.S. Dag No. 3254 totaling to 1 (one) cottah 15 (fifteen) chhattacks 30 (thirty) square feet be the same a little more or less in two dags along with construction standing thereon appertaining to Mouza Sukchar, J.L. No. 9, R.S. No. 14, Touzi No. 156, R.S. Dag Nos. 3253 & 3254, L.R. Dag No. 7230, R.S. Khatian No. 690, Modified Khatian No. 503, L.R. Khatian Nos. 5339 & 5340, lying and situated at Holding No. 287 (old) & 335 (New), T.N. Banerjee Road, under Panihati Municipality, Ward No. 2, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas and the same is butted and bounded as follows:

**ON THE NORTH :** House of Abani Ghosal & Ors.;

**ON THE SOUTH :** 4'-00" wide common passage thereafter House of Kamana Mandal;

**ON THE EAST :** House of Pramod Kumar Shaw & Anr.;

**ON THE WEST :** 16'-00" wide T.N. Banerjee Road.

**THE FIRST SCHEDULE PART- III ABOVE REFERRED TO**  
**(AMALGAMATED PROPERTY)**

**ALL THAT** land measuring an area of 3(three) cottahs 15 (fifteen) chhattack 15 (fifteen) square feet be the same a little more or less together with one storied building having an area of 700 square feet standing on the said land appertaining to Mouza Sukchar, J.L. No. 9, R.S. No. 14, Touzi No. 156, R.S. Dag Nos. 3253 & 3254, L.R. Dag No. 7230, R.S. Khatian No. 690, Modified Khatian No. 503, L.R. Khatian Nos. 5337; 5338; 5339 & 5340, lying and situated at 334, T.N. Banerjee Road, under

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*Chanchal Mukherjee*

Partner

Panihati Municipality, Ward No. 2, P.O. Sukchar, P.S. Khardah, Kolkata-700115, District North 24 Parganas and the same is butted and bounded as follows:

**ON THE NORTH:** Partly house of Abani Ghosal & Ors. & partly house of Arabinda Singha & Dhananjoy Mullick;

**ON THE SOUTH:** House of Kamana Mandal;

**ON THE EAST :** House of Samir Biswas;

**ON THE WEST :** 16'-00" wide T.N. Banerjee Road

### **THE SECOND SCHEDULE ABOVE REFERRED TO**

#### **Common Area**

- a) Land Mentioned in the First Schedule.
- b) The beam, supports, main walls, corridors, lobbies, stairs, landings, stairway, electric meter space, entrance to and exit from the building, and other area and space of the Building intended for common use.
- c) Installation of common services such as water, sewerage etc.
- d) Pumps, motors, pipes, ducts and all apparatus and installations in the said building for common use.
- e) Overhead water tanks and reservoir &
- f) The Lift & roof of the building.

### **THE THIRD SCHEDULE ABOVE REFERRED TO;**

#### **SPECIFICATIONS:-**

**R.C.C :** R.C.C. Foundation with R.C.C. frame structure made with good quality materials, approved and designed by reputed structure engineer.

**Brick Work :** 125/75 mm Thick first class bricks/block wall in cement Mortar.

**Flooring :** Tiles flooring in all Bed room, balcony and drawing cum dining room and all common areas with 100 mm. skirting.

**Plastering :** All walls will be plastered with (1:6) cement sand mortar and ceiling with (1:4) cement: sand mortar. The interior plastered surfaces will be finished by approved quality POP. The exterior plastered surfaces will

**Happy Developer**

*Chandhat Sinha*

Partner



be finished by approved quality cement based paint.

**Frame :** Wooden frame will be provided.

**Doors :** All doors will be commercial flush door except toilet.

**Windows :** Aluminum sliding window will be provided in all bed rooms & dining rooms with ornamental Grill for protection, Steel window with glass will be provided at kitchen and toilet.

**Kitchen :** Black stone kitchen top and 600 mm. High tiled will be provided above the platform. A steel sink will be furnished with :1 no. C.P. Bib-cock and 1 No. C.P. Bibcock will also be provided below the sink

**W.C. & Toilet :** Tiles floor finish with 1800 mm (including skirting) high dado of glazed tiles on all around bath area at toilet and one white commode and the area around W.C. will have 1500 mm high glazed tiled dado. Fully concealed pipe line fittings for water, White commode with cover to be provided at toilets and W.C. along with 1 cistern & 2 bib cock & 1 shower (overhead) also is provided in common bathroom only

**Plumbing :** All plumbing connections will be concealed and will comprise of good quality fittings for water.

**Electricity :** All the electric connections will be done by casing/concealed conduits as suitable with copper wire.

**Bedroom** will be provided with 4 light points, 1 fan point & 1 five ampere plug point.

**Drawing/Dining** will be provided with 4 light points, 1 fan point, 1 five ampere & 1 fifteen ampere plug point.

**Kitchen** will be provided with 1 light point, 1 exhaust fan point & 1 five ampere plug point.

**Toilet** will be provided with 1 light point, 1 exhaust fan point.

**Balcony** will be provided with 2 light point.

All common lobby and stair will be floored by marbles with 100mm high skirting. A beautiful hand railing will be provided in the staircase.

Lift : for vertical transport (24 hrs).

1 AC point & 1 geyser point in each flat.

Happy Developer

*Chanchal Kumar Singh*

Partner

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

**SIGNED SEALED AND DELIVERED**

by the **LANDOWNERS** at Kolkata

in the presence of :

1. Kaberaj Dey  
D/O - Ge. Dey  
Of - Sutchar

2. Anil Ray  
Agarwala  
Kol - 700109

1. Promod Kumar Shaw

2. Binod Kumar Shaw

3. Ajay Shaw

4. Sharmila Shaw

**SIGNED SEALED AND DELIVERED**

by the **DEVELOPERS** at Kolkata

in the presence of:

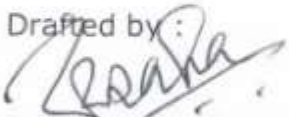
1. Kaberaj Dey

2. Anil Ray

Happy Developer  
Sima Chakraborty  
Partner

Happy Developer  
Chanchal Mukherjee  
Partner

Drafted by :

  
**Dilip Kumar Saha**

Advocate

High Court, Calcutta

WB/1426/1995

Happy Developer  
Chanchal Mukherjee  
Partner

# SPECIMEN FORM FOR TEN FINGERPRINTS

Prasad Kumar Shaw



Prasad Kumar Shaw	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Bamod Kumar Shaw



Bamod Kumar Shaw	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Ajay Shaw



Ajay Shaw	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Sharmila Shaw



Sharmila Shaw	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



# SPECIMEN FORM FOR TEN FINGERPRINTS

Sima



Sima Chakraborty

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

Chandral Mukherjee



Chandral Mukherjee

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

PHOTO

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

PHOTO

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