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District Sub-Registrar-IV
 Registrar U/S 7 (2) of
 Registration-1908
 Alipore, South 24 Parganas
 15 MAY 2024

DEVELOPMENT AGREEMENT ALONG WITH DEVELOPER POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT ALONG WITH POWER OF ATTORNEY is made this the 15th day of May Two Thousand and Twenty Four (2024)

[Signature]
 Advocate

3491

09 MAY 2024

09 MAY 2024

DEBES KUMAR MISRA
ADVOCATE
CALCUTTA HIGH COURT
KOLKATA - 700 001

Sr. No. Date

Rs.

Name

Address

SMRITI EIKASH DAS
Govt. Licence Stamp Vendor
Alipore Police Court
KOL-27



Identified by:
Abhijit Kumar Mishra
son of Late Nriparajan Mishra
vill - Nij Matara
P.O. Battala
Dist - Purba Midnapur
Pin Code 721433
Law Clerk

District Sub-Registrar-IV
Registrar U/S 140 of
Registration Act
Alipore, South 26 Purba
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1(a) SMT. SHANTI PATWARI, (PAN- DIUPP2894A) (Aadhaar No.4713 1006 9128), wife of Late Bishnupada Patwari, by faith- Hindu, by Occupation- Housewife, by Nationality- Indian, 1(b) SRI SUDIPTA PATWARI, (PAN-DUWPP9891M) (Aadhaar No.7173 8508 0911), son of Late Bishnupada Patwari, by faith- Hindu, by Occupation- Business, by Nationality- Indian, 1(c) SRI SUSHANTA PATWARI, (PAN-DISPP2066Q) (Aadhaar No.9302 4591 8303), son of Late Bishnupada Patwari, by faith- Hindu, by Occupation- Business, by Nationality- Indian, all 1(a) to 1(c) are all residing at Garfa Patwari Para, P.O. Haltu, P.S. Survey Park, Kolkata- 700078, 2 SRI BASUDEB PATWARY, (PAN-BGPPP6194L) (Aadhaar No.8053 4729 7745), son of Late Sailendra Nath Patwari, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Garfa Patwari Para, P.O. Haltu, P.S. Survey Park, Kolkata- 700078, hereinafter jointly called and referred to as the "OWNERS/FIRST PARTY" (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heir/heirs, executor /executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the FIRST PART

AND

"M/S. A.D. REALTORS", a Proprietorship Concern having its registered Office at 18/2, Kalikapur, Kalikapur Road, Mukundapur, P.O. Mukundapur, P.S. Survey Park, Kolkata - 700 099, represented by its Sole Proprietor, SMT. ANUPAMA DWARIK, (PAN - BFZPD1188K), (Aadhaar No. 2659 0017 3303), wife of Late Kanai Dwarik, by Religion - Hindu, by Occupation - Business, by Nationality- Indian, residing at 18/2, Kalikapur, Kalikapur Road, Mukundapur, P.O. Mukundapur, P.S. Survey Park, Kolkata - 700 099, hereinafter called and referred to the "DEVELOPER/SECOND PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heir/ heirs, executor/ executors, administrator/ administrators, assign/ assigns, representative/





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representatives, successors-in-office and successors-in-interest) of the **SECOND PART.**

WHEREAS by virtue of a registered Deed of Sale dated 06.05.1977, registered in the office of District Sub- Registrar, Alipore and entered into Book No.1, Volume No. 96, at pages 183 to 187, Deed No. 2787 for the year 1977, one **Bishnupada Patwari**, deceased husband of the **OWNER No. 1(a)** herein and deceased father of the **OWNERS No. 1(b) and 1(c)** herein and **Sri Basudeb Patwary** the **OWNER No. 2** herein jointly purchased a demarcated plot of gross land measuring an area of **500 Sq.Mt. equivalent to 7 (Seven) Cottahs 7 (Seven) Chittaks 27 (Twenty Seven) Sq.ft.** situated in **Mouza- Santoshpur, J.L. No. 22, R.S. No. 12, Touzi No. 151,** comprising in **R.S. Dag No. 789, under R.S. Khatian No. 501,** under presently Police Station – Survey Park, formerly Police Station – Purba Jadavpur, for a valuable consideration as mentioned therein from one recorded land owner namely Sri Subal Chandra Naskar, son of Late Ram Chandra Naskar of Patwari Para, Garfa, whose name was published in the Revisional Record of Right.

AND WHEREAS after purchase the said Bishnupada Patwari since deceased and Sri Basudeb Patwary, both sons of Late Sailendra Nath Patwari acquired the ownership of the purchased land each having undivided half share of the total purchased land and enjoyed their purchased property without any interruption and hindrances from anybody else.

AND WHEREAS both **Bishnupada Patwari** since deceased and **Sri Basudeb Patwary** have separately recorded their names in the record of B.L. & L.R.O. in respect of their purchased land vide Mutation Case Nos.2825/2004 and 2826/2004 respectively and after mutation their total land comes into **7 (Seven) Cottahs 7 (Seven) Chittaks 11 (Eleven) Sq.ft.** as per said registered Deed of Conveyance.





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AND WHEREAS said Bishnupada Patwari died intestate on 25.11.2020 leaving behind his widow wife and two sons namely **Smt. Shanti Patwari, Sri Sudipta Patwari and Sri Sushanta Patwari**, the **OWNERS No. 1(a) to 1(c)** herein who have jointly inherited the undivided half share of the total property as mentioned in the **SCHEDULE-A** below.

AND WHEREAS the **OWNERS** herein have been jointly enjoying the property without any hindrances and interruption.

AND WHEREAS in this stage the **OWNERS** are very much desirous to develop the property by constructing a **Ground plus three storied building with lift facility** on the said property upon knowledge of such desire of the **OWNERS**, the **DEVELOPER** has approached the **OWNERS**, for development of the said property and the **OWNERS** herein have agreed to do so as per the terms and conditions as mentioned hereinafter.

AND WHEREAS the **DEVELOPER** has agreed to make the construction of the proposed Ground plus three storied building with lift facility as **45% : 55% ratio** i.e.

CONSTRUCTION AREA :- The **OWNERS** shall jointly get 45% of the total complete sanction Flat area of the proposed building. Accordingly the **OWNERS** shall get entire First Floor flat area as per sanction building plan consisting of three flats and remaining flat area from Third Floor North-East side of the proposed building as per sanction building plan and 45% of the Car Parking Space on ground floor as per Developer's choice.

Besides, the **OWNERS** have also jointly received the sum of **Rs.8,00,000/- (Rupees Eight Lac)** only as non refundable advance from the **DEVELOPER** for Development Agreement as described in the memo below.





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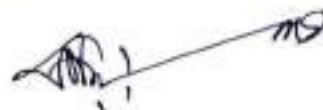
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The **OWNERS** shall also enjoy the proportionate share of land together with the right of enjoyment of all the common amenities/facilities of the proposed building.

This is called the "**OWNERS' ALLOCATION**" as described in the **SCHEDULE – B** below.

AND WHEREAS the **DEVELOPER** herein shall get the rest 55% (Fifty five percent) sale proceeds i.e. on 55% of the sanction Flat area i.e. **entire Second Floor flat area and remaining flat area on Third Floor flats on front side i.e. South-East side of the proposed building and also remaining 55% area of the ground floor excluding the owners' allocated 45% of Car Parking area on ground floor** and the **DEVELOPER** shall enjoy the entire sale proceeds thereto hereinafter referred to as the "**DEVELOPER'S ALLOCATION**". The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The **DEVELOPER** shall erect the entire proposed Ground Plus three storied building with lift at its cost and its supervision and labour to be erected as per annexed Specification as well as the said sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats etc.

AND WHEREAS the **OWNERS** and the **DEVELOPER** have mutually entered into a Memorandum of Understanding i.e. M.O.U. on 16.08.2021 and thereafter the **DEVELOPER** at her cost completed the K.M.C. Mutation and cleared up all the outstanding K.M.C. taxes vide K.M.C. Premises No. 382, Patwari Para, K.M.C. Ward No. 104 and the **DEVELOPER** has also completed at her cost all the individual L.R. Mutation of the **OWNERS** under the B.L. & L.R.O. and complete the Conversion of the land nature as "Bastu" and the separate





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L.R. Khatian Nos. of the **OWNERS** i.e. **Smt. Shanti Patwari, Sri Sudipta Patwari, Sri Sushanta Patwari and Sri Basudeb Patwary** have been published as **1862, 1858, 1859 and 1143** respectfully and the present land area is **494.46 Sq.Mt.** as per present physical measurement. All the **OWNERS** have been enjoying their said land and property without any interruption. As per said M.O.U. dated **16.08.2021** both the **OWNERS** and the **DEVELOPER** herein entered into fresh **Development Agreement alongwith Power of Attorney.**

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNERS** : shall mean the Parties of the **FIRST PART** herein namely **SMT. SHANTI PATWARI, SRI SUDIPTA PATWARI, SRI SUSHANTA PATWARI and SRI BASUDEB PATWARY** all residing at **Garfa Patwari Para, P.O. Haltu, P.S. Survey Park, Kolkata- 700078**, and their legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.
 - (b) **DEVELOPER** : shall mean the Party of the **SECOND PART** herein namely **M/S. A.D. REALTORS** having its registered Office at **18/2, Kalikapur, Kalikapur Road, Mukundapur, P.O. Mukundapur, P.S. Survey Park, Kolkata - 700 099**, represented by its Sole Proprietor, **SMT. ANUPAMA DWARIK**, for the time being and its respective heirs, successors or successors-in-interest, legal heirs, representatives, administrators and assigns.
 - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.





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- (d) **PREMISES** : shall mean the Property measuring net land area of 494.46 (Four hundred Ninety four point four six) Sq.Mt. equivalent to 7 (Seven) Cottahs 6 (Six) Chittaks 12 (Twelve) Sq.ft. as per present physical measurement corresponding to gross land area of 500 (Five hundred) Sq.Mt. situated in Mouza - Santoshpur, J.L. No.22, Touzi No. 151, R.S. No. 12, comprising in R.S. Dag 789, under R.S. Khatian No. 501, L.R. Khatian Nos. 1862, 1858, 1859 and 1143, K.M.C. Premises No. 382, Patwari Para, Ward No. 104, Assessee No.31-104-32-0717-2, presently P.S. Survey Park, formerly P.S. Purba Jadavpur, Kolkata - 700 075, District-South 24 Parganas, as mentioned and described in the **SCHEDULE 'A'** hereunder written.
- (e) **BUILDING** : shall mean the proposed **Ground plus Three storied building with lift facility** to be constructed on the said premises as per sanctioned residential ground plus three storied building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XI at their cost of the **DEVELOPER**.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, landings, stair ways, passages ways, driveways, pump room, entire roof, Lift, Lift room & Lift Lobby meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.
- (g) **OWNERS' ALLOCATION** : The **OWNERS** shall get their **ALLOCATION** from the **DEVELOPER** as morefully mentioned above and also mentioned in the **SCHEDULE-B** below.





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- (h) **DEVELOPER'S ALLOCATION** : It has been described above and also in the **SCHEDULE-D** below
- (i) **THE ARCHITECT** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.
- (j) **BUILDING PLAN** : would mean such Ground plus Three storied building plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation Borough Office XI at the cost of the **DEVELOPER**.
- (k) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
3. **THE OWNERS DECLARE** as follows:
- (a) **That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to the said property as described in the SCHEDULE 'A' below.**
- (b) **That the said property is free from all encumbrances and the OWNERS have a good marketable title in respect of the said property as described in the SCHEDULE 'A' below.**





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(c) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:

(a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** after completion of the Mutation of B.L. & L.R.O., Conversion and Mutation of K.M.C. at the cost of the **DEVELOPER**. For the same the **DEVELOPER** herein has completed the L.R. Mutation under B.L. & L.R.O. and also completed the mutation of K.M.C. and Conversion of land nature as "Bastu" as her cost and efforts for the proposed construction work.

(b)(i) **OWNERS' ALLOCATION** : The **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** as fully described in the **SCHEDULE 'B'** hereunder written.

(ii) **DEVELOPER'S ALLOCATION**: The **DEVELOPER'S ALLOCATION** has been vividly described in the **SCHEDULE-'D'** below.

(c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval and sanction of the building plan and its alternation/modification/verification of the sanctioned building plan from the appropriate authorities to be prepared signed and submitted by the **DEVELOPER** for and in the names of the **OWNERS** at the cost of the **DEVELOPER** and if any alteration/modification of making further plans except **Owners' Allocation**

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for proposed construction are required the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption.

- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project. That no unauthorised construction shall not be made by the **DEVELOPER**, if any unauthorised construction is made by the **DEVELOPER** then the total penalty and liability shall be borne by the **DEVELOPER** and after completion of the entire building the **DEVELOPER** shall hand over the **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE-B** below. For the same the **OWNERS** shall complete the **DEVELOPER** for the promotion work of the proposed building.
- (e) That the **DEVELOPER** Firm shall erect the building in the said premises as per said sanctioned building plan and for the same the **OWNERS** shall put their signatures as and when necessary and the during construction or after construction the **DEVELOPER** shall sell only the **Developer's Allocation** together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** as per her choice by fixing up the consideration money of her allocation as mentioned in the **SCHEDULE-D** below.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary





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for the purpose of developing the said property in order to make it perfect in all respects for construction of a **Ground Plus three storied building thereon** in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** who shall be empowered by the **OWNERS**.

- (g) The **DEVELOPER** shall make, building construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by it for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement and in case the **DEVELOPER** shall not transfer the project to any Third Party.
- (h) That the **DEVELOPER** shall be exclusively entitled to her respective share of the **DEVELOPER'S ALLOCATION (excluding the Owners' Allocation)** with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the names of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations to the **DEVELOPER** for doing the proposed project to be done in the **SCHEDULE-A** property.

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- (j) That the **DEVELOPER** shall at her own costs construct and complete the proposed ground plus three storied building at the said premises in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building **within 24 (Twenty Four) months from the date of sanction of building plan and also from the date of taking over possession of the SCHEDULE 'A' mentioned property whichever is later but the DEVELOPER shall take the sanction of the building plan from the K.M.C.** The **LAND OWNERS** have hand over the original title Deed relating to the property by the **LAND OWNERS** to the **DEVELOPER** for sanction of the building plan from K.M.C. and if the K.M.C. is not sanction the building plan within a short period due to any shortage of papers relating to the property from the end of the **OWNERS**, in that case the aforesaid stipulated period for sanctioning the building plan shall be extended. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot crisis of raw materials any prevailing rule, cyclone or tempest any pandemic situation if the such or construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time as per its requirement.
- (k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats etc. therein on Ownership basis and as mutually agreed upon.





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5. **THE OWNERS HEREBY AGREE AND CONVENANT WITH THE DEVELOPER** as follows:-

- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises to be done by the **DEVELOPER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein as per annexed specification.
- (iii) The **OWNERS** positively give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** as early as possible after sanction of the building plan as per requirement of the **DEVELOPER** for erecting the new building thereon.
- (iv) The **DEVELOPER** shall sell all the flats and garage portion of the proposed building of it's **DEVELOPER'S ALLOCATION** as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said premises and the common portions, proportionate roof right of the building and proportionate services of common places. The **DEVELOPER** shall have right to receive the advance and advances or part or full i.e. entire consideration money from the intending purchasers of the respective flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** as per the terms and conditions of this agreement and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.

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- (v) The **OWNERS** shall empower and authorize the **DEVELOPER** to do this project in connection with the said property as described in the schedule hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint labour and/or contractor for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men such as engineer, Architect, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNERS** shall execute and register a separate Power of Attorney in favour of the **DEVELOPER**.

6. **THE DEVELOPER HEREBY AGREES AND COVENANT WITH THE OWNERS** as follows :-

- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost and all the fees and expenses shall borne by the **DEVELOPER**.
- (ii) To complete the construction of the building **within 24 (Twenty four) months from the date of sanctioning the building plan as well as from the date of taking over vacant possession of the SCHEDULE 'A' mentioned property whichever is later.**
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or

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disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.

- (v) K.M.C. tax with arrears, if any, upto the date of signing the agreement, shall be paid by the **DEVELOPER**.
- (vi) Thereafter such tax upto the period of handing over of **OWNERS' ALLOCATION** shall be paid by the **DEVELOPER**.
- (vii) The annexed-specification of the building shall be part of the agreement.

7. **MUTUAL COVENANT AND INDEMNITIES** :-

- (i) The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the rest proposed construction excluding the **Owners' Allocation** and shall enjoy her Allocation without interference or disturbances from its end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The **OWNERS** have executed and registered a Development Power of Attorney within these presents in favour of the **DEVELOPER** to complete the project and also register conveyance Deeds in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** and if required the **Owner** may join in the same when they shall be called for by the **DEVELOPER**.
- (iii) The **OWNERS** shall strictly handover the original Title Deed, Mutation Certificates of B.L. & L.R.O., R.S. Parcha, land tax receipt (khajna) and other original papers in respect of the property to the **DEVELOPER** at the time of execution of this Development Agreement alongwith Power of Attorney for the **Development** of this property and the **DEVELOPER** shall grant receipt





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