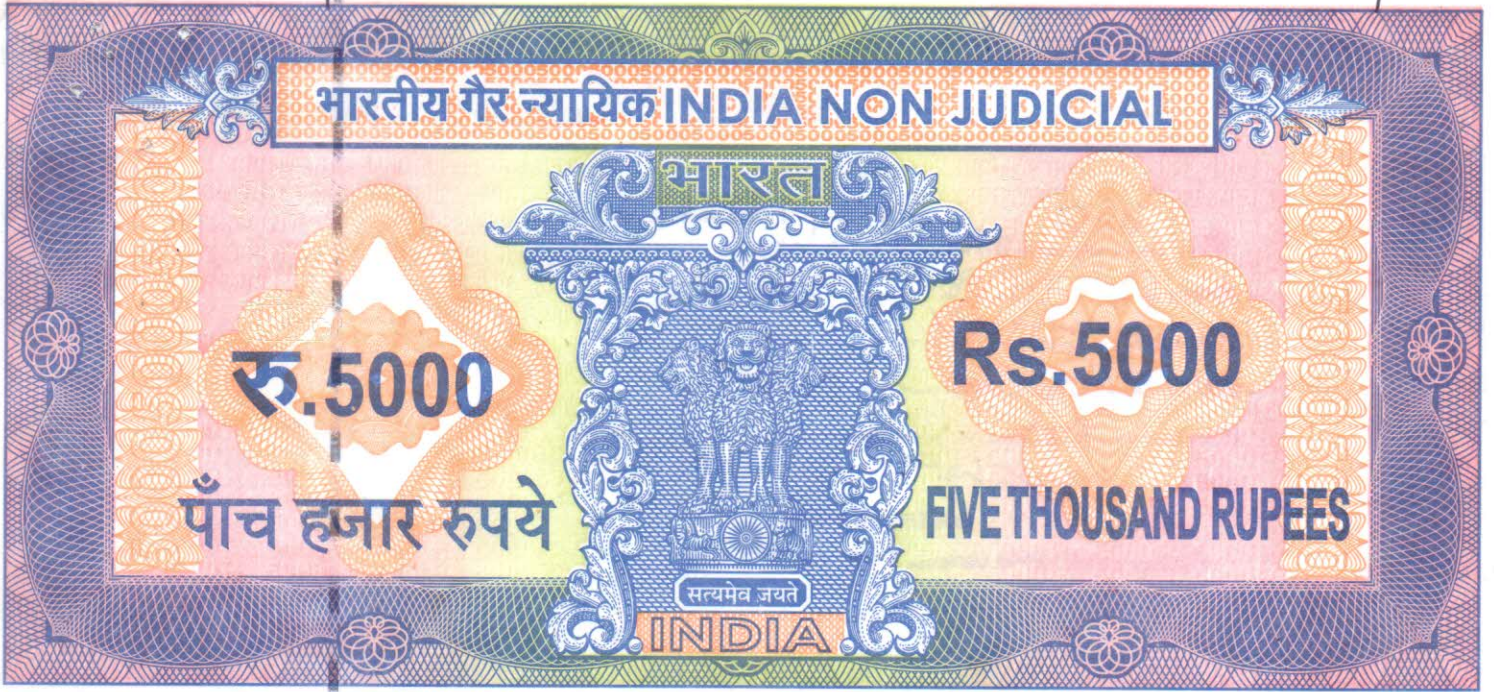


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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F 862519

Certified that Signature Sheet  
Attached herewith are part  
of the documents.

*Shattadhamy*  
Addl. Dist. Sub-Registrar  
UTTARPARA, HOOGHLY

07 JUL 2021

## DEVELOPMENT AGREEMENT

## WITH GENERAL POWER OF

## ATTORNEY

THIS DEVELOPMENT AGREEMENT WITH GENERAL

POWER OF ATTORNEY is made on this 7th day of

July 2021

## BETWEEN

Contd.....2

JUDICIAL

00/09/2022



Handwritten signatures and text in blue ink, including a signature that appears to be 'S. S. Saha' and another that appears to be 'S. S. Saha'.

DEVELOPMENT AGREEMENT  
WITH GENERAL POWER OF  
ATTORNEY



Adch. Dist. Sub-Registra  
UTTARPARA, HOOGHLY

07 JUL 2022

(2)

**SRI AMIT ROY CHOWDHURY**, (PAN-BIQPR6716P) son of Late Tarak Brambha Roy Chowdhury, by faith Hindu, by occupation- Service, by nationality Indian, residing at 122/1, Kabi Kirandhan Road, P.O. Bhadrakali P.S. Uttarpara, District- Hooghly, Pin- 712232, hereinafter called the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE - PART**.

**A N D**

**M/S. MAHA NEER NIRMAN** (PAN-AAVFM4039L) a Partnership firm having its office at 158, K.K.D. Road, P.O. Bhadrakali P.S. Uttarpara, Dist. Hooghly, Pin 712 232 , represented by its Partners namely (1) **SRI MITHUN BANDYOPADHYAY** (PAN-AGVPB3851B)son of Sri Dhrubesh Banerjee , by faith Hindu, by occupation Business, by nationality Indian residing at 11, K.C.M. Sarani, residing at P.O. Bhadrakali P.S. Uttarpara, Dist. Hoo ghly, Pin 712 232, (2) **SRI PULAK ROY**, (PAN-AVXPR4456K) son of Late Basudeb Roy , by faith Hindu, by occupation Business, by nationality Indian residing at 158, K.K.D. Road, P.O. Bhadrakali P.S. Uttarpara, Dist. Hooghly, Pin 712 232,, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, successors, administrators, legal representatives and assigns)of the **OTHER - PART**.

**WHEREAS ALL THAT** piece and portion of Bastu land Measuring more or less 01 Cottah 06 Chittacks 28 sq. ft. along with Structure standing thereon, comprised in R.S. Dag No. 2700 under Khatian No. 1858 corresponding to L.R. Dag No. 4734 under L.R. Khatian No. 10458, in Mouza Bhadrakali, J.L. No. 9, being municipal holding No. 122/1, Kabi

Contd....3

SRI AMIT ROY CHOWDHRY (PAN-BIGPR6716P) son of Late Tarak  
Bramha Roy Chowdhury, by faith Hindu, by occupation - Service, by  
nationality Indian, residing at 122\1, Kabi Kirtanjan Road, P.O.  
Bhadrauli P.S. Uttarpara, District - Hooghly, Pin- 712332, hereinafter  
called the OWNER (which expression shall unless excluded by or  
inferred to the context be deemed to mean and include the legal heirs,  
executors, successors, administrators, legal representatives and assigns  
of the ONE PART

A N D

MRS. MAHA NEER NIRMAN (PAN-AAVPM4039J) a partnership firm  
having its office at 158, K.K.D. Road, P.O. Bhadrakali P.S. Uttarpara, Dist.  
Hooghly, Pin 712 332, represented by its Partners, namely (1) SRI  
NITHIN BANDYOPADHYAY (PAN-ACVFB3851B) son of Sri Bhabish  
Chandra, by faith Hindu, by occupation Business, by nationality Indian,  
residing at 11, K.L.M. Sarani, residing at P.O. Bhadrakali P.S. Uttarpara,  
Dist. Hooghly, Pin 712 332, (2) SRI PULAK ROY (PAN-AVXP4426K) son  
of Late Basudev Roy, by faith Hindu, by occupation Business, by  
nationality Indian, residing at 136, K.K.D. Road, P.O. Bhadrakali P.S.  
Uttarpara, Dist. Hooghly, Pin 712 332, hereinafter called and referred to  
as the OTHER PART (which term or expression shall unless  
excluded by or inferred to the context be deemed to mean  
and include the legal heirs, executors, successors, administrators, legal  
representatives and assigns of the OTHER PART



1858  
UTTARPARA, HOOGHLY  
07 JUL 2021

Kirandhan Road, P.O. Bhadrakali P.S. Uttarpara, District- Hooghly, Pin- 712232 under Uttarpara-Kotrung Municipality .A.D.S.RO., Uttarpara free from all encumbrances, originally belonged to Smt. Menoka Rani Roy Chowdhury, wife of Tarak Brambha Roy Chowdhury of Bhadrakali, Hooghly.

**AND WHEREAS** on 9<sup>th</sup> February, 2001 said Smt. Menoka Rani Roy Chowdhury had gifted the said property to her son Sri Amit Roy Chowdhury i.e. owner herein by virtue of a registered Deed of Gift, duly registered at Sub-Registry office Serampore, , entered into Book No. 1, Volume No. 15, pages from 59 to 66, vide Deed No. 596 for the year 2001 and his name duly recorded in the L.R. Settlement records as well as in the assessment records of Uttarpara-Kotrung Municipality in respect of the said property.

**AND WHEREAS** said Smt. Menoka Rani Roy Chowdhury alias Menoka Roy Chowdhury had also gifted her respective lands to her other sons by different deeds and possessed remaining land measuring more or less 01 Cottah which is lying in the L.R. Settlement records and said Menika Rani Roy Chowdhury alias Menoka Rani Roy Chowdhury died intestate on 15.02.2011 leaving behind four sons namely Utpal Roy Chowdhury, Shymal Roy Chowdhury, Asit Roy Chowdhury and Amit Roy Roy Chowdhury as her only legal heirs and successors who jointly inherited the said land as per provision of Hindu Succession Act., 1956 and each having undivided 1/4<sup>th</sup> share, morefully described in the schedule "B" hereunder written

**AND WHEREAS** the party of the first part decided to develop his property, as described in the schedule A & B hereunder through the developer who at its own cost and expenses shall develop the same and

...wife of Tarku Bhabani Roy Chowdhury of Bhadrakul  
...originally belonged to late Menaka Ran Roy  
...under Uttarpara-Koynig Municipality A.D. No. 113232  
...P.O. Bhadrakul P.S. Uttarpara District Hooghly Pin-  
712232

AND WHEREAS on 9th February 2001 said Smt Menaka Ran Roy  
Chowdhury had gifted the said property to her son Sri Anil Roy  
Chowdhury i.e. owner herein by virtue of a registered deed as duly  
registered at Sub-Registry office, Hooghly, entered into Book No. 1,  
Volume No. 15, pages from 59 to 66, vide Deed No. 596 for the year 2001  
and his name duly recorded in the L.R. Settlement records as well as in  
the settlement records of Uttarpara-Koynig Municipality in respect of  
the said property.

AND WHEREAS the party on the first part decided to develop his  
land in the schedule A & B hereunder through the  
developer in its own cost and expenses shall develop the same and



07 JUL 2021  
Addl. Dist. Sub-Registrar  
UTTARPARA, HOOGHLY

(4)

the second party after getting the said information has agreed to develop the said property and **both the parties do hereby agree on the following terms and conditions:-**

1) That the owner has handed over all documents such as copy of title deeds, copy of records of rights, up to date municipal tax receipt, up to date khajna (land tax) in respect of A & B Schedule property to the Developer at the time of execution of the agreement.

2) That the Owner hereby declare that he is the absolute owner of the said property in Schedule " A " hereunder and the owner of undivided 1/4<sup>th</sup> share of schedule "B" and has good, valid and marketable title and not subject matter of any mortgage, line, surety, attachment and not involved with any pending litigation and the property or any part of it has not been affected by any acquisition or requisition and the property is free from all encumbrances whatsoever. The owner further declare that if any statement is found to be false subsequently he will be liable under the law and also liable to pay damages.

3) That in consideration of allowing the Developer to raise construction over the Schedule properties the Developer shall hand over two flats out of which one flat measuring more or less 800 sq.ft. (Super built-up area) on the Ground floor and another flat measuring more or less 1000 sq.ft. (Super built-up area) on the First floor .

4) That the owner shall deliver possession of schedule properties as is where basis to the Developer within 30 days from the date of execution of this agreement and the developer shall make alternative accommodation for the owner at its own costs and expenses.

5) That the building plan for construction of the proposed building shall be prepared by the Developer's appointed architect, engineer, in conformity with the building regulation of the West Bengal Municipal Act,

the second party after getting the said information has agreed to develop

the said property and both the parties do hereby agree on the

following terms and conditions:-

1) That the owner has handed over all the documents such as copy of title deeds copy of records of rights up to date municipal tax receipt up to the present (land tax) in respect of A & B Schedule property to the developer at the time of execution of the agreement.

2) That the Owner hereby declares that he is the absolute owner of the said property in Schedule "A" hereunder and the owner of undivided 1/4th share of schedule "B" and has good, valid and marketable title and not subject matter of any mortgage, lien, surety, attachment and not involved with any pending litigation and the property or any part of it has not been affected by any acquisition or requisition and the property is free from all encumbrances whatsoever. The owner further declares that if any statement is found to be false subsequently he will be liable under the law and also liable to pay damages.

3) That in consideration of allowing the Developer to raise construction over the schedule properties the Developer shall hand over two flats out of which one flat or more than one or less 800 sq.ft. (Super built-up area) on the ground floor and another flat measuring more or less 1000 sq.ft. (Super built-up area).

4) The Developer shall complete the construction of schedule properties as is shown in the plan within 30 days from the date of execution of this agreement. The developer shall make alternative accommodation for the owner at its own cost and expenses.

5) The plan for construction of the proposed building shall be prepared by the Developer's appointed architect, engineer, in accordance with the building regulation of the West Bengal Municipal Act.



Adul. Dist. Super Registrar  
UTTARPARA, HOOGHLY  
07 JUL 2021

1993 and the existing bye-laws, if any of the local Municipality.

6) That the Developer shall bear all costs for preparation of building Plan and also shall deposit all costs and charges which will be required for the purpose of getting sanction of building plan or any supplementary plan or revised plan in accordance with the provision of West Bengal Building Rules.

7) That the Owner shall sign the building plan and shall observe all formalities which will be required for getting sanction of the same and shall also co-operate with the Developer for obtaining the sanctioned building plan.

8) That the developer will be entitled to remove and/or demolish all the construction and/or erections, if any, standing thereon and all such materials/scrap the reform will be the assets of the developer without any objection whatsoever therefore from the Owner.

9) That the Developer shall complete the entire construction of the proposed multi-storied building on the schedule mentioned properties within 36 months from the date of getting sanctioned plan at its costs shall complete the construction of the proposed building together with common facilities in conformity with the sanctioned plan.

10) That the Developer shall have all rights to enter into agreement for sale, mortgage, lease out any purchaser/ person / company/ partnership firm out of the Developer's allocated constructed area and portion together with proportionate share of land of schedule mentioned property and have the right to accept all consideration money either advance or full consideration money either full advance or full consideration and have the right to give consent to the purchaser/s for taking loan from any authorized financial institution.



11) That the Developer shall have all right to deliver possession of its allocated area in the proposed building together with proportionate share of land except the owner's allocated area as mentioned hereinbefore and also shall have right to give common area, facilities to the prospective purchaser/s entirely at its own risk and responsibility.

12) That the Owner shall have no claim, demand from the Developer whatsoever except as mentioned hereinbefore in the clause 3 and Developer will hand over the owner's allocated area within -36- months from the date of getting sanctioned building plan or from the date getting vacant possession of the schedule property from the owners, whichever is later.

11) That the Developer shall have all right to deliver possession of its allocated area in the proposed building together with proportionate share