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Certified that the Endorsement Sheet's and the Signature Sheet's attached to this documents are part of the Document.

*Signature of District Sub-Registrar-I*

District Sub-Registrar-I  
 Purba Bardhaman

15 JUL 2024

**DEED OF DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY** is made this on the 20th day of June 2024.

BETWEEN

1. **SRI SAMIR CHAKRABORTY (PAN - BGDPC0184M)**, Son of Late Ananta Chakraborty @ Ananta Kumar Chakraborty, by Nationality - Indian, by faith- Hindu, by occupation - Business, residing at - Baranilpur Bazar, P.O. - Sripally, Thana- Burdwan Sadar, Dist. Purba Bardhaman, Pin - 713103,
2. **SRI TAPAN KUMAR CHAKRABORTY (PAN - APEPC5343R)**, Son of Late Ananta Kumar Chakraborty, by Nationality - Indian, by faith- Hindu, by occupation - Business, residing at - Bagtikra, Dainhat, P.O. - Islampur, Thana- Katwa, Dist. Purba Bardhaman, Pin - 713502,
3. **SMT. JHARNA CHAKRABORTY (PAN - BFSPC4437B)**, Daughter of Late Ananta Chakraborty @ Ananta Kumar Chakraborty , by Nationality - Indian, by faith- Hindu, by occupation - House Wife, residing at - Baranilpur, Nutanpara P.O. - Sripally, Thana- Burdwan Sadar, Dist. Purba Bardhaman, Pin - 713103,
4. **SMT. MIRA BHATTACHARYA (PAN - CZYPB9768D)**, Wife of - Late Satindra Bhattacharya, by Nationality - Indian, by faith- Hindu, by occupation - House Wife, residing at - Shyamlal Colony, P.O. - Rajbati, Thana- Burdwan Sadar, Dist. Purba Bardhaman, Pin - 713104,
5. **SMT. SABITA BHATTACHARYA (PAN - BEIPB4047P)**, Wife of - Nirmal Chandra Bhattacharya, by Nationality - Indian, by faith- Hindu, by occupation - House Wife, residing at - Shyamlal Colony, P.O. - Rajbati, Thana- Burdwan Sadar, Dist. Purba Bardhaman, Pin - 713104, hereinafter called as the '**OWNERS**' (which expression shal unless excluded by or repugnant to the context be deemed and mean to Include each of their heirs, legal representatives, administrators, executors and assigns) of the **ONE PART**.

**AND**

**C.D. DEVELOPERS (PAN - AANFC7647Q)** a partnership firm having its registered office at - 10, Ramthakur Sarani, Baranilpur, Meghnath Colony, P.O. - Sripally, Burdwan, Pin- 713103, represented by its partners :-

**(1) SMT. DURGA BHATTACHARJEE (PAN - EAGPB6850K)** , wife of Sri Gauri Sankar Bhattacharjee, by Nationality - Indian, by faith- Hindu, by occupation - House Wife, residing at - Balidnga Colony, P.O. - Sripally, Thana- Burdwan Sadar, Dist. Purba Bardhaman, Pin - 713103, W.B.

**(2) SRI CHANDRA SEKHAR PRASAD CHOURASIA (PAN - ABAPC8076F)** , son of Late Jagdish prasad Chourasia, by Nationality - Indian, by faith- Hindu, by occupation - Business, residing at - Baranilpur, Nutan Para, Near Chowrangee Club, P.O. - Sripally, P.S.- Burdwan Sadar, Dist- Purba Burdwan, Pin- 713103, W.B.,

**(3) SRI SAMIR DUTTA (PAN - CEMPD9552G)**, son of Late Nalini Dutta , by Nationality - Indian, by faith- Hindu, by occupation - Business, residing at - Baranilpur, Meghnath Colony, P.O. - Sripally, P.S.- Burdwan Sadar, Dist- Purba Burdwan, Pin- 713103, W.B.,

**4) SRI ARUP DEY (PAN - AKKPD2547B)**, son of Late Paresh chandra Dey , by Nationality - Indian, by faith- Hindu, by occupation - Business, residing at - Baranilpur, Meghnath Colony, P.O. - Sripally, P.S.- Burdwan Sadar, Dist- Purba Burdwan, Pin- 713103, W.B., hereinafter called the '**DEVELOPER**' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include its successors-in-interest and office, administrators, executors and assigns) of the **OTHER PART**.

**WHEREAS** ALL THAT Piece and Parcel of defined and demarcated 17.7 decimal being part of C.S. Plot no. 1039 of Mouza- Balidanga, J.L. No.35 under Burdwan Municipality, P.S. & A.D.S.R. Office, Burdwan, District - Burdwan, originaly belonged to Basanta Kumar Chakraborty and Ananta Kumar Chakraborty, they were taken possession from the Re-habiliation department, state of W.B. alorted the same by dint of a deed of indenture being No.- 5333, dated- 03.06.1976, of D.SR. Burdwan & being no.- 265, dated 16.05.1988, of A.D.S.R. Burdwan,

**AND WHEREAS** while said Basanta Kumar Chakraborty enjoying the same and he died as unmarried leaving behind the following legal heir and successor as per Hindu Law of Inheritance and Hindu Succession Act only brother Ananta Kumar Chakraborty , son of Late.Srinath Chakraborty . Since then he was in peaceful possession of the under schedule property and enjoying the same.

**AND WHEREAS** while said Ananta Kumar Chakraborty S/o Late Srinath Chakraborty enjoiing the under schedule property without any interruption, thereafter he expired leaving behind the following legal heirs and successors as per Hindu Law of Inheritance and Hindu Succession Act to his sons namely Samir Chakraborty, Swapan Kumar Chakraborty, Tapan Kumar Chakraborty and daughters namely Archana Chakraborty, Jharna Chakraborty, Mira Bhattacharya, Sabita Bhattacharya and his wife namely Gopa Chakraborty according to their share devolved upon them as his successors and legal heirs of late Ananta Kumar Chakraborty of the under schedule property and while they were enjoying and possessing the said Landed Proparty.

**AND WHEREAS** said Archana Chakraborty transfer her share by virtue of a registered deed of gift being no 47 dated 06.01.2014,

registered before A.D.S.R Burdwan to her brother namely Swapan Kumar Chakraborty.

**AND WHEREAS** said Gopa Chakraborty transfer her share by virtue of a registered deed of gift being no 94 dated 07.01.2014, registered before A.D.S.R Burdwan to her son namely Tapan kumar Chakraborty, Swapan Kumar Chakraborty & Samir Chakraborty.

**AND WHEREAS** said Swapan Kumar Chakraborty transfer his share vide L.R Plot No 2511, by virtue of a registered deed of gift being no 7139 of the year 2019, registered before A.D.S.R Burdwan to her son namely Somnath Chakraborty.

**AND WHEREAS** said Sri Swapan Kumar Chakraborty became absolute owner of his share and also acquired an independent right title and interest over the Property in question and while he was enjoying and possessing the said Landed Property, he expired leaving behind his Wife namely Mira Chakraborty, only Son namely Somnath Chakraborty and two Married Daughter namely Mandira Chakraborty & Krishna Mukherjee, as his legal heirs and Successors according to the provisions of Hindu Succession Act, 1956 and also acquired an independent right, title and Interest over the Property in question and while they were enjoying and possessing the said Landed Property.

**AND WHEREAS** said Mira Chakraborty, Mandira Chakraborty and Krishna Mukherjee transfer their share by virtue of a registered deed of gift being no 2281 dated 22.03.2023, registered before A.D.S.R Burdwan to her son/Brother namely Somnath Chakraborty.

**AND WHEREAS** said Samir Chakraborty, Tapan Kumar Chakraborty, Jharna Chakraborty, Mira Bhattacharya, Sabita Bhattacharya and Somnath Chakraborty got their names duly recorded in the Present

L.R. Records of Rights and Late Swapn Kumar Chakraborty's name is still recorded in the present L.R settlement record of rights.

**AND WHEREAS** (1) Samir Chakraborty, (2) Tapan Kumar Chakraborty, (3)Jharna Chakraborty, ( 4) Mira Bhattacharya,(5) Sabita Bhattacharya and (6)Somnath Bhattacharya, became the absolute owner of a plot of land measuring 17.7 decimal by way of Partition being No 020101686, dated 28.02.2024 in the year 2024, registered in book No-1, Volume No 0201-2024 , pages from 34670 to 34711 registered at the office of the D.S.R -1 PurbaBardhaman.

**AND WHEREAS** the Owner is in exclusive possession of land fully mentioned in schedule-A, exercising his right, title, interest by paying tax to the Municipality and rent to the Govt, as owner for more than 12 years without any disturbance from others.

**AND WHEREAS** the OWNER herein considering the lack of experience for making construction as well as due to paucity of fund, decided to make development of the property fully mentioned in schedule-A constructing multi-storeyed building, by appointing one suitable DEVELOPER with sufficient knowledge, experience & financial capability of making construction, subject to condition that the DEVELOPER shall give and handover the total 1350 sqft super builtup area and 210 sqft shop/ garage (which is written detail in CL.No 1.3) of constructed area, proposed to be constructed on the property fully mentioned in schedule-A and the remaining constructed area shall be kept by the **DEVELOPER**.

**AND WHEREAS** the DEVELOPER herein coming to know the intention of the Owner herein, made approach for making development of the property fully mentioned in schedule-A with some terms and conditions and the Owner herein considering the bonafide approach and also considering the fame & goodwill of the

DEVELOPER herein, agreed to appoint the DEVELOPER for constructing the proposed multi-storied building and also conveyed some terms and conditions to the DEVELOPER herein and the DEVELOPER considering the bonafide terms, also agreed to accept the same.

**AND WHEREAS** the parties herein considering each of their proposal have now agreed to accept the same and the parties herein for avoiding all legal complications, future disputes and for maintaining good relation do hereby agree on the following terms and conditions:-

**NOW THIS DEED WITNESSETH AS FOLLOWS**

1. DEFINATION: Unless there is anything repugnant to the subject or context.

1.1. LAND DEVELOPMENT: Shall mean the building or buildings to be constructed on the SAID LAND mentioned in SCHEDULE-A in accordance with sanctioned building Plan.

1.2. COMMON FACILITIES & AMENITIES: Shall mean and Include corridors, staircase, passages, ways, overhead common water tank, water pump and Motor, ultimate floor of the said building and other facilities, which has been mentioned in the schedule-C hereunder and which may be mutually agreed upon between the parties and as required for the purpose of establishment location, enjoyment, provision, maintenance and/or management of the said building.

1.3. OWNER'S ALLOCATION shall mean the absolute right of the OWNER in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNER No 1. Sri Samir Chakraborty will get 700 sqft super builtup area and one shop/garage of 60 Sq.Ft. the multi storied building and and OWNER No. 2. Sri Tapan Kumar Chakraborty will not get any flat. He will get Rs 9,00,000/- (Nine

Lacks) paid at the time of signature of development agreement and OWNER No.3 Smt. Jharna Chakraborty will get 650 Sq.ft super built up flat area and 150 Sq. ft. super builtup Shop/garage area and OWNER NO.4 Smt. Sabita Bhattacharya will not get any flat . She will get Rs 9,00,000/- (Nine Lacks) paid at the time of sanction of plan and OWNER No.5 Smt Mira Bhattacharya will not get any flat. She will get Rs 9,00,000/- (Nine Lacks) paid at the time of sanction of plan. The full details of how each owner receives it are Written in the supplementary agreement. Buildings in relation to the construction according to the sanctioned plan of the Burdwan Municipality in order to construct Multi- Storied Building comprised with Flats, Parking Spaces, etc., as per their respective share over land more specifically mentioned in the Schedule -A including Parking space and Flats/Residential Units and Parking Spaces.

1.4. DEVELOPER'S ALLOCATION: Shall mean all the areas remaining after allocating Owner's allocation in the said land and/ building to be constructed on the said land including proportionate share in the common facilities and amenities entire property mentioned in Schedule-A including Parking space and Flats/Residential Units and Parking Spaces in all the floors EXCEPT the portion defined in the OWNER'S ALLOCATION.

1.5. CONSTRUCTED SPACE: shall mean the space in the Building available for Independent use and the occupation including the space demarcated for common facilities.

1.6 SALEABLE SPACE: means, except OWNER'S ALLOCATION the space in the Building which will be available for Independent use and occupation after making due provision for common facilities and the spaces required thereof.

1.7 THE ARCHITECT ENGINEER: Shall mean such person or persons who may be appointed by the DEVELOPER with proper qualification for both designing and planning of the building on the said land.



1.8. BUILDING: shall be constructed multi storied building as per plan at Holding No 82 & 81 Ward No. 12, B.N Natun Colony Mahalla, under the Burdwan Municipality more fully and particularly described in the Schedule -A hereunder written.

1.9. FLAT /UNIT: shall mean the Unit /flat and/or other space or spaces intended to be built and or constructed and for the covered area capable of being occupied. It shall also mean that according to the context, mean all Purchaser(s) and/or intending Purchaser(s) of different Units/Flats in the Building /s and shall also include the DEVELOPER herein and the owner herein in respect of such Units/ Flats which are retained and/or not alienated and/or not agreed to be alienated of the time being.

1.10. PLAN: Would mean such plan to be prepared by the Architect for the construction of the building of buildings on the said land as has been sanctioned by the Burdwan Municipality and/or any other competent authorities as the case may be or any other subsequent amendment or alteration of plan.

1.11. DEVELOPER'S DEED WRITER: Shall mean Sri Hara Kumar Bhattacharyya of A.D.S.R. Bardhaman, Purbabardhaman -713101, who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s Flats therein, including the Deed of Conveyance/s thereof.

1.12.. SAID PROPERTY: shall mean and include the land and structure described in the Schedule -A hereunder written.

1.13.THE PURCHASER / BUYER: Shall mean a person or body or institution or authority to whom any space flat or flats being portion

of DEVELOPER's allocation in the building, may be agreed to be transferred by the DEVELOPER, along with the OWNER.

1.14. CONSTRUCTED SPACE: shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities and amenities.

1.16. CARPET AREA: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

1.17. COVERED AREA: shall mean the Plinth area of the said Unit/ Shop/Flat/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between Two Unit / Shop/ Flats / Parking Space then one half of the area under such wall shall be included in each Unit/Flat.

1.18. SUPER BUILT UP AREA: Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of 25% (Twenty Five Percent) over the built-up and/or the covered area of the Unit/Flat. Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.

**2. LAND OWNER'S RIGHTS, OBLIGATION & REPRESENTATION:**

2.1. The Owner is absolutely seized and possessed of and/or well and sufficiently entitled to the "Said Property".

2.2. The said land is free from all encumbrances and OWNER have clear irrevocable exclusive marketable title in respect of her respective share of land and the said land is free from all charges, liens, lispendences, attachments, trust, acquisition, requisition whatsoever or however.

2.3. OWNER has no land beyond the ceiling limit within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

2.4. There is no legal impediment or bar on behalf of the OWNER in getting certificate under the provisions of the Indian Income Tax Act.

2.5. Nothing in these presents shall be construed as a device or assignment or a conveyance in law by the OWNER of the said land or any part thereof to the DEVELOPER or creating any right, title and interest in favour of the DEVELOPER other than granting license to the DEVELOPER for exploration of the said property commercially by raising building thereon as per building plan and to deal with the DEVELOPER's allocation in the building in the manner hereinafter stated.

2.6. The OWNER shall not do any act or deed or things illegally and unlawfully whereby the DEVELOPER shall be prevented from completing the construction of the building.

2.7. After receiving OWNER'S Allocation the OWNER shall not do any act or thing whereby the DEVELOPER may be prevented from selling assigning and/or disposing the DEVELOPERS allocated portion. The OWNER shall extend all necessary assistance and shall

perform all such act including execution of any document or being present before any person or authority so that the DEVELOPER may deal with the DEVELOPER's allocation in any manner the DEVELOPER pleases.

2.8. The OWNER may advise the DEVELOPER regarding the qualitative perfection of the construction work. In the event the OWNER has any allegations / complaints about the quality of the construction he will immediately lodged such complaint in writing before the Arbitrator nominated on consent of both the parties whose decision shall be final and binding upon both the parties. At no stage the OWNER shall have any right to direct for stopping the construction or interfering into the construction work in any manner. If the OWNER have no complaint at the initial stage of construction it will be presumed that all construction up to such have been done satisfactorily and owner shall have no right to complain at the subsequent stage. The OWNER shall also be bound to certify the DEVELOPER for having made construction at per the declared quality and approved plan from the Burdwan Municipality. If any construction work is hampered due to intervention of OWNER, such intervention shall be deemed to be motivated and malafide and the OWNER shall be liable to compensate the DEVELOPER with interest for ail the loss and damages.

2.9. Unless otherwise mutually agreed by the OWNER and DEVELOPER, the owner shall not transfer OWNER'S allocation by virtue of any deed of transfer without making the DEVELOPER an executing confirming party to the said deed of transfer. The present OWNER admit and agree and declare not to raise any objection whatsoever in this regard in future.

2.10. OWNER shall deliver all original documents of title and right of the OWNER to the DEVELOPER as and when required.

3. DEVELOPER'S RIGHT & OBLIGATION & REPRESENTATION:

3.1. The OWNER hereby grant, subject to that has been stated hereunder, provide, exclusive right to the DEVELOPER to build upon and to explore commercially the land mentioned in schedule -A and the DEVELOPER shall be able to construct the New Building thereon in accordance with the plan sanction or to be sanctioned by the Burdwan Municipality and/or competent authority with or without any amendment and/or modification thereto made or caused to be made by the parties hereto and also hand over all Original Deed and Documents in the custody of the DEVELOPER.

3.2. All application, plans and other papers and documents as may be required by the DEVELOPER for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the DEVELOPER on behalf of the OWNER at its own costs and expenses and the DEVELOPER shall pay charges and bear all fees including architect's fees required to be paid or deposited for exploration of the said property. Provided, however that the DEVELOPER shall be exclusively entitled to all refunds of any payments and/or deposits made by the DEVELOPER to the Burdwan Municipality and competent authority or any other institution in connection with sanction of building or construction of building.

3.3. The DEVELOPER shall bear all costs, charges and expenses for getting sanctioned plan from the Burdwan Municipality and competent authority for the construction of building and also the DEVELOPER shall be bound to bear cost towards dealing with all concern for smooth completion of the project. The DEVELOPER shall be bound to make construction of the building at its own cost. In no way or manner the OWNER is liable to bear any cost.

3.4. The DEVELOPER shall complete the construction of the building positively within 24 Months from the date of the passing of municipal sanctioned plan and shall handover the Owner's allocation with all amenities and fittings and fixtures as per specification given in details in the Schedule-B hereunder.

3.5. The DEVELOPER shall on or before completion of building internally and in a habitable condition hand over the OWNER the OWNER'S allocation in the property or project. After that DEVELOPER shall be exclusively entitled to deal with the DEVELOPER's allocation in the said Building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affecting the interest of the OWNER. All costs and all expenses towards stamp duty to be levied by the Registration Office or subsequent charges on Stamp duty and Registration cost and all other cost for getting the Deed Registered including Income Tax Clearance certificate in that behalf will not be borne and paid by the OWNER.

3.6. The DEVELOPER shall pay and bear all property taxes and other Govt, dues and Govt, outgoing in respect of the said building accruing due as and from the date of taking the possession of the said property upon execution of these presents. If there be any dues of taxes regarding the said property accrued before the date of transfer of possession of the said land, then that would be borne by the OWNER and DEVELOPER will have no liability for that.

3.7. As soon as the building will be completed within the stipulated time hereinbefore mentioned the DEVELOPER will give written notice to the OWNER and there being no dispute regarding the completion of the building in terms of this Agreement and accordingly to the specification and plan thereof and certificate of the Architect being produced to the effect then after 30 days from the date of service of

such notice and at all times thereafter the OWNER will be exclusively responsible for payment of all Municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the unsold portion of OWNER'S allocation, the said rates to be apportioned pro-rata basis if they are levied on the building as a whole.

3.8. The DEVELOPER shall continue in maintaining the building on receiving service charges at the rate as will be settled mutually prior to handing over possession of the flats by the DEVELOPER to the intended buyers till Formation of Association as per Apartment Ownership Act.

3.9. The DEVELOPER shall complete the construction of the building within 24 months positively from the date of execution of this Agreement.

3.10. The DEVELOPER shall not violate or contravene any of the provisions or rules applicable to construction of the building.

3.11. The DEVELOPER shall develop and construct multistoried building on the said property as per Municipality Rules after utilizing the available FAR, as per present Rules in force.

3.12. DEVELOPER shall no right to transfer and/or assign the benefit of this Agreement or any portion thereof to any persons company or concern. The DEVELOPER shall not violate or contravene any of the provisions of rules applicable to construction of building.

3.13. That the DEVELOPER shall construct and complete the building on the said land in accordance with the sanctioned plan or amended sanctioned plan and as may be recommended by, the Architect from time to time appointed for the purpose. Provided further that the

OWNER will be bound to give consent if amendment and alteration is necessitated by Burdwan Municipality.

3.14. That the DEVELOPER shall install in the said building at its own costs underground safety tank, overhead reservoirs, electric wiring and other facilities as are required to be provided in the buildings for comfortable enjoyment of the Flats of the building.

3.15. That the DEVELOPER shall be authorized in the name of the OWNER in so far as is necessary to apply for and obtain temporary and permanent connection of water, drainage, sewerage, electricity and/or facilities if any required for the construction or enjoyment to the building.

3.16. That the DEVELOPER shall at its own costs and expenses and without creating any financial or other liability on the OWNER, construct and complete the said building.

3.17. That from the date of execution of Agreement the Municipal Taxes as also other outgoings in respect of the said land and building and till such time as the possession of the said OWNER'S allocation is made, shall be borne and paid by the DEVELOPER.

3.18. The DEVELOPER shall be bound to finish the building in all respect within 24 Months from the date of execution of this Agreement.

3.19. The DEVELOPER shall be liable to both civil and criminal breach in case any kind of mishap or accident or casualty occur in connection with construction of building or any time in course of completion of the project and in no case the OWNER shall be responsible for the same in any manner whatsoever.

3.20. The DEVELOPER shall maintain the quality with regards to fixture and fittings in respect of the flats as stipulated in schedule-B hereunder.



3.21. The DEVELOPER shall have right to advertise or fix hoardings or signboards of any kind for the purpose of sale of DEVELOPER's allocation and after completion of sale the DEVELOPER shall be liable to remove the hoardings or signboards. The hoardings or signboards shall be placed in such portion of the building which may not cause obstruction of air, light and visibility of the OWNER of the flat of the building.

3.22. That the vacant possession of the said land has been handed over today to the DEVELOPER by the OWNER.

3.23. The DEVELOPER shall have right to construct Generator Room, Security Room etc. on the open space in the ground floor, without any permission from the OWNER. Such space may also be used by the DEVELOPER for any other purpose as and when necessity arises. The OWNER shall not interfere or raise any objection or make any claim over such left over space or any construction made thereon by the DEVELOPER.

3.24. In case of any dispute in connection with the proposed construction work or about meaning, interpretation etc. of the terms of this agreement or any sentence or word used in this agreement such dispute shall be referred to a person duly appointed by the OWNER as also the DEVELOPER. All the legal matter will be handled by the Advocate of the DEVELOPER.

**4. THE LAND OWNER AND THE DEVELOPER DO HEREBY DECLARE & COVENANT as follows:-**

4.1. The DEVELOPER shall not use their respective allocated portion of building or any portion thereof for carrying on any obnoxious, illegal and immoral, trade or activities nor use the roof for any purpose which may cause any nuisance, hazard to the other co flat owner/s.

4.2. Both the parties shall abide by all law, byelaws Rules and Regulations of the Government, Local bodies and Association when formed in future at the case may be.

4.3. The allottees, shall keep their respective allocation in the building in good working conditions and repairs.

4.4. DEVELOPER & other OWNER of the flats shall neither throw/ accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in & around the new building nor In the compound, corridors or any other portion of the building.

4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the OWNER of the said property or any part thereof to the DEVELOPER or as creating any right, title and Interest In respect thereof In DEVELOPER. The DEVELOPER shall exclusively explore the same in terms therein contained provided however the DEVELOPER shall be entitled to borrow money from any bank or banks without creating and encumber in respect of the said land or building. The OWNER shall not be liable for payment of any dues of such bank or banks and for that purpose the DEVELOPER shall keep the Owner indemnified against all actions, suits, proceedings and cost, charges and expenses in respect thereof.

4.6. That the OWNER hereby grant exclusive right to the DEVELOPER to undertake new construction on the land of the said property in accordance with the sanctioned building plan.

4.7. All applications, plans, other papers and documents as may be required by the DEVELOPER for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the DEVELOPER on behalf of the OWNER at the

DEVELOPER's own cost and expenses. The OWNER shall be bound to put signature on the said papers and documents, which are required for the purpose of construction of building.

4.8. That the OWNER authorize the DEVELOPER to all acts and deeds as may be required for the purpose of construction & development of the said property mentioned in schedule-A.

4.9. That the DEVELOPER will allocate the other OWNER'S allocation in the building after getting the sanction plan from the Burdwan Municipality and competent authority and the DEVELOPER portion would be demarcated only after allocating the other Owner's portion.

4.10. The DEVELOPER shall be exclusively entitled to their respective share of allocation in the building with exclusive right of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the other and the OWNER shall not in any way interfere with or disturb the quiet and peaceful possession of the DEVELOPER'S allocation.

4.11. In case of Registration of deed of conveyance or any other kind of deed for the purpose of transfer of Ownership to the intended buyer in respect of the DEVELOPER's allocation of the building all costs shall be borne by the intended buyers and in no case the OWNER shall be held responsible or liable. Provided that if any transfer is made in the said property in favour of OWNER or DEVELOPER in that case the cost of registration or any other cost relating to the said transfer should be carried out by the respective parties i.e., OWNER/ DEVELOPER as the case may be.

4.12. All notices required to be given by the DEVELOPER to the OWNER or vice- verse shall be at the address mentioned in this Agreement and the same must be sent with registered cover with A/ D.

4.13. All the terms and conditions of this agreement shall be binding upon the legal heirs, executors, assigns, nominees, representatives of the respective parties.

4.14. That the name of the building "PARAMANANDA TOWER" shall not be changed in any way.

**5. INDEMNITY:**

5.1. The DEVELOPER hereby undertakes to keep the OWNER indemnified against all third party claims and actions arising out of any sort of act or omissions or/Commissions of the DEVELOPER in or in relation to the construction of the building strictly in terms of the plan to be sanctioned by the Burdwan Municipality on that behalf or any modification alteration etc. thereof approved by the Burdwan Municipality.

5.2. The DEVELOPER hereby undertake to keep the OWNER indemnified against all kinds of suits, proceedings and claim that may arise out of the DEVELOPER's allocation with regard to the development of the said property and/or in the matter of construction of the building and/or defect therein.

5.3. The DEVELOPER hereby undertakes to maintain quality with regard to construction of building.

**6. LIQUIDATED DAMAGES AND PENALTY:**

6.1. If the DEVELOPER even fails to complete the construction work & pay the entire monetary value to the OWNER thereof on the expiry of the 24 Months as per terms, an additional period of 6 (six) months shall be given to the DEVELOPER.

**7. FORCE MAJEURE:**

7.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of relative obligation prevented by any force majeure conditions, ie, flood, earthquake, riot, storm, civil commotion war, and/or any other Acts of God, and this contract or Agreement shall remain suspended during the existence of such unforeseen eventualities.

#### **8. GENERAL POWER OF ATTORNEY**

That the OWNER herein for avoiding unnecessary troubles and for smooth completion of the project, has decided to execute Power of Attorney, conferring all powers to the proprietor of the DEVELOPER firm herein and have conveyed to them for acting as Attorney on their behalf. So know all men by these presents, the OWNER herein do hereby nominate, constitute and appoint said **C.D. DEVELOPERS** a partnership firm having its registered office at - 10, Ramthakur Sarani, Baranilpur, Meghnadh Colony, P.O. - Sripally, Burdwan, Pin- 713103, represented by its partners :- **(1) SMT. DURGA BHATTACHARJEE**, wife of Sri Gauri Sankar Bhattacharjee, by Nationality - Indian, by faith- Hindu, by occupation - House Wife, residing at - Balidnga, P.O. - Sripally, Thana- Burdwan Sadar, Dist. Purba Bardhaman, Pin - 713103, **(2) SRI CHANDRA SEKHAR PRASAD CHOURASIA**, son of Late Jagdish prasad Chourasia, by Nationality - Indian, by faith- Hindu, by occupation - Business, residing at - Baranilpur, Nutan Para, Near Chowrangee Club, P.O. - Sripally, P.S.- Burdwan Sadar, Dist- Purba Burdwan, Pin- 713103, W.B., **(3) SRI SAMIR DUTTA** son of Late Nalini Dutta , by Nationality - Indian, by faith- Hindu, by occupation - Business, residing at - Baranilpur, Meghnath Colony, P.O. - Sripally, P.S.- Burdwan Sadar, Dist- Purba Burdwan, Pin- 713103, W.B., **4) SRI ARUP DEY** son of Late Paresh chandra Dey , by Nationality - Indian, by faith- Hindu, by occupation - Business, residing at -

Baranilpur, Meghnath Colony, P.O. - Sripally, P.S.- Burdwan Sadar, Dist- Purba Burdwan, Pin- 713103, W.B., as their true and lawful attorney, who shall do, execute and perform all acts, deeds and things in respect to property fully mentioned in schedule-A, as their true and lawful Constituted Attorney in their name and on their behalf, hereinafter mentioned that is to say :-

- 1) To appear and act in all the courts, civil, criminal, whether Revision or appellate, tribunal, revenue office, settlement office, Registration office, certificate office and in any office or offices either Central Government or State Government, District Magistrate Board, Municipal Board or Notified area or any other local authority.
- 2) To appoint any Advocate, Deed Writer, Barrister, Revenue Agent or any other legal practitioner or any person legally authorized to do any act.
- 3) To sign and verify plaint, written statement, memorandum of appeal, revision, writ application, objection, cross objection, affidavit and all applications, petitions which will be necessary for conducting case, appeal, revision, writ or any other case or cases.
- 4) To compromise, compound or withdraw cases, and to pray any relief and to refer cases to arbitration.
- 5) To file caveat and to file and receive back any documents, to deposit money by challan, or receipt and to withdraw money from any suit, cases or from any office or offices and to grant proper acknowledgement receipt.
- 6) To accept service of any summons, notice, writ issued by any Court and office against them in respect of the schedule-A property.
- 7) To obtain, refund of stamp duty, court fees or repayment of stamp duty or court fees.

8) To execute any order or any decree and to take delivery of possession in respect of the Schedule-A property in execution of any decree and to take payment of execution of money decree and to apply Court for full satisfaction of decree, to acknowledge possession and payment by making endorsement on the required papers.

9) To apply to Court and offices for copies of documents and papers and to withdraw deeds, documents, papers from any Court.

10) To apply for the inspection and/or to inspect judicial records and any record of any office or offices either Central or State or local Govt.

11) To negotiate with any person/officer or any authority relating to the affairs of the Schedule-A property and to take decision.

12) To cause prepare necessary building plans and specifications to be prepared for construction of multistoried on the Schedule-A property as well as for the revised or new plans in respect of such construction and to sign such building plans and specification including revised or new plans and to submit the same to the Burdwan Municipality or any other competent authority empowered to sanction such Building Plan for sanction and to observe and perform all the formalities and obligation in connection with the sanction of the said building and specifications and to receive all sanctioned building plans and specifications from the Burdwan Municipality or any other competent authority upon giving proper acknowledgement and/or receipts for the same.

13) To demolish the existing structure standing on the Schedule-A property and to make construction of new multi-storied building thereon as per sanctioned plan.

14) To accept the consideration money against the DEVELOPER's allocated Schedule-A area either in part or in full from any person and/or the intending purchaser(s) and/or the Financial Institution and/or Bank in respect of the flats, parking spaces, etc. to be constructed on the Schedule-A property, except the OWNER'S allocation.

15) To execute and register Proper Instrument of any Transfer Deed in respect of the DEVELOPERS' Allocation out of schedule-A property in favour of the intending purchasers, accepting the entire consideration on duly stamped conveyance as well as in favour of any nominated person and shall present the same before any registering authority and to admit execution and registration after accepting the consideration, shall deliver possession of the same to the intending purchasers and to do all acts which will be required for completion of sale, under the Provisions of Transfer of Property Act as well as the Indian Registration Act or any act or acts for the time being in force,

16) To give consent of mutation of names to the proposed purchasers, i.e., flat, parking space or any other OWNER and to give consent in any manner which may require to the Purchasers on their behalf.

17) Generally to do all necessary act or acts as their Attorney in respect of the matter aforesaid and all other matters in which they may be interested or concerned and on their behalf to execute and to do all acts, deeds or things as fully and effectually in all respect as themselves to do if personally being present.

AND the OWNER herein do hereby agree that all acts, deeds and things lawfully done or to be done by their said Attorney shall be construed as acts, deeds and things done by them and also the OWNER undertake to ratify and confirm all whatsoever that their



said Attorney shall lawfully do or cause to be done for them by virtue of the power hereby given in this agreement.

IN WITNESSES WHEREOF the parties herein put each of their signatures, the day month and the year above written.

**THE SCHEDULE-A (ABOVE REFEREED TO)**

**DESCRIPTION OF THE ENTIRE PROPERTY AS TO BE DELIVERED**

**PART :-I** ALL THAT PIECE AND PARCEL OF THE LAND appertaining to C.S Plot No. 1039, R.S Plot No. 1039/2312, LOP no. 285, presently appertaining to L.R. Plot No. 2510, Class of Land Bastu, comprising in L.R. Khatian Nos.-8831, measuring an area of 560 (five hundred sixty) Sq.ft. or 1.285 decimal (a little more or less), and comprising in L.R. Khatian Nos.-8827, measuring an area of 559 (five hundred fifty nine) Sq.ft. or 1.283 decimal (a little more or less) and comprising in L.R. Khatian Nos.-8830, measuring an area of 419 (four hundred ninety) Sq.ft. or 0.961 decimal (a little more or less) and comprising in L.R. Khatian Nos.-8828, measuring an area of 419 (four hundred ninety) Sq.ft. or 0.961 decimal (a little more or less) and comprising in L.R. Khatian Nos.-8829, measuring an area of 419 (four hundred ninety) Sq.ft. or 0.961 decimal (a little more or less), situated within Mouza Balidanga , J.L. No. 35, within P.S. - Burdwan, Dist. Purba Bardhaman, PIN-713101.

**Butted and bounded of L.R Plot Nos 2510 :-**

on the North : L.R Plot no-2511,  
on the South : Sarisha danga Road  
on the East : Sub Plot No-A And Badal pal.  
on the West : 14' wide Municipal Road.