

02217/21 NC-520/21

I 02376/2021

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

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23 MAR 2021

DEVELOPMENT AGREEMENT CUM POWER OF ATTORNEY

This Development Agreement cum Power of Attorney is made on this

14th day of March, 2021.

BETWEEN

SRI NIRMAL DAS (PAN: AVEPD4079P, Adhaar no. 2118 6574 8146) son of late Nitya Gopal Das, by nationality – Indian, by occupation – Business, By faith – Hindu, residing at J- 17, sreenagar Main Road, Chak garia, , Post Office Panchasayar, P.S at present Purba Jadavpur formerly Jadavpur, Kolkata 700094 hereafter called and referred to as **LAND OWNER** (which expression shall unless excluded by or repugnant, to the context be deemed to mean and include his respective heirs, executors, administrators, representatives and assigns) of the parties of the **FIRST PART**.

AND

B.B.S. DEVELOPER (PAN: AAVFB0910H) a Partnership firm having its registered Office at 29, Shib Das Bhaduri Street, P.O. - Shyambazar, P.S. Shyampukur, Kolkata - 700004, being represented by its partners (1) **SRI BAPPA SADHUKHAN (PAN: ALTPS5409F) (Aadhaar No. 3143 6025 0420)** son of Late Gabinda Sadhukhan, by faith Hindu, by Nationality Indian, by occupation Business, residing at 1/1A, Shib Das Bhaduri Street, P.O. Shyambazar, P.S. shyampukur, Kolkata - 700004, and (2) **SRI BISWAJIT PAUL (PAN: AQOPP4639A) (Aadhaar No. 8426 8160 8195)** son of Late Sambhu Nath Paul, by faith Hindu, by Nationality Indian, by occupation Business, residing at 16/1, Nandalal Bose Lane, P.O. Bagbazar, P.S. Shyampukur, Kolakata - 700003, (3) **SRI SUBRATA PAUL, (PAN: ALWPP7473M) (Aadhaar No. 8627 0145 1085)** son of Rabindra Nath Paul, by faith Hindu, by Nationality Indian, by occupation Business, residing at

16/1, Nandalal Bose Lane, P.O. Bagbazar, P.S. Shyampukur, Kolakata - 700003, hereinafter called and referred to as the **DEVELOPER/PROMOTERS** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, successor-in-Office, legal representatives and/or assigns) of the Party of the **SECOND PART**;

WHEREAS one Bijoy krishna Mondal, son of Ramnarayan Mondal was the original recorded owner of ALL THAT piece and parcel of land measuring 15 Decimals of land be the same a little more or less, lying and situated at Mouza - Chakgaria, J.L. No. 26, under C.S. Khatian no. 83 and R.S. Khatian no. 75 and comprising in C.S. Dag no.130/204, R.S. Dag no. 160, District - South 24 Parganas, P.S. - Previously Purba Jadavpur now Panchasayar and he sold, transferred and conveyed to Nitya Goapl Das, son of Rajendra Kumar Das, by virtue of a registered suf bikroy kobala written in Bengali registered at D.S.R. Alipore vide Book No. 1, Volume No. 160, Pages 153 to 155, Deed No. 8877 in the year 1967.

AND WHEREAS thereafter said Nitya Goapl Das possessed the same by mutating his name in the record of the Kasba B.L. & L.R.O. and Kolkata Municipai Corporation, known and numbered as K.M.C. Premises No. 423, Chakgaria, Kolkata - 700094. Thereafter he constructed a 540 Sq.ft with brick wall Asbester shed building thereon.

AND WHEREAS said Nitya Gopal das died intested on 03/12/2008, leaving behind his Smt. Bishnupriya das(Wife), three daughter namely Smt. Kajal Dey(Das), Smt. Mamata Bhattacharjee (Das) and Smt. Mithu Dutta (Das) and one Son namely Sri Nirmal das as legal heirs and successors.

AND WHEREAS said Smt. Bishnupriya das, Smt. Kajal Dey(Das), Smt. Mamata Bhattacharjee (Das) and Smt. Mithu Dutta(Das) gifted their 4/5th undivided share to their brother Sri Nirmal Das measuring about 5 (Five) kothas 4 (Four) chataks 32 (Thirty Two) sq.ft land along with 432 sq. ft Asbesters shed building thereon lying and situated at Mouza – Chakgaria, J.L. No. 26, under C.S. Khatian no. 83 and R.S. Khatian no. 75 and comprising in C.S. Dag no.130/204, R.S. Dag no. 160, District – South 24 Parganas, P.S. – Previously Purba Jadavpur now Panchasayar and K.M.C. premises no. 423, chakgaria, Kolkata 700094, ward no. 109 by virtue of a Deed of Gift registered in D.S.R. III, alipore recorded in Book no. 1, Volume No 8. pages from 7031 to 7043 being No. 03433 for the year 2015.

AND WHEREAS said Nirmai Das mutating his name in the record of the Kolkata Municipal Corporation vide Assessee No. 311090337390, Premises No 423, chak garia, ward No 109 and in the record of the B.L. & L.R.O. Kasba

AND WHEREAS while the Owner herein seized and possessed the First Schedule property mentioned below herein and the Owner herein intends to

develop the First Schedule property and knowing such intention of the Owner, the Developer herein intends to develop the First Schedule property under the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows.

ARTICLE - I - DEFINITIONS & INTERPRETATIONS

(Unless in these presents there is something in the subject or context inconsistent with)

PREMISES shall mean **ALL THAT** piece and parcel of Bastu Land measuring an area of 6 (Six) Kathas 9 (Nine) Chottaks 40 (Fourty) Sq.ft. equivalent to 10.92 decemals be the same a little more or less, together with a 540 square feet pacca structure with asbestor Shed standing thereon, lying and situated at Mouza - Chakgaria, J.L. No. 26, under C.S. Khatian no. 83 and R.S. Khatian no. 75 and comprising in C.S. Dag no.130/204, R.S. Dag no. 160, District - South 24 Parganas, P.S. - Previously Kasba then PurbaJadavpur now Panchasayar and k.m.C. premises no. 423, chak garia, Kolkata 700094, within the limits of Ward no 109 under Kolkata Municipal Corporation being Assessee No. 311090337390.

1. Which is more fully and particularly described in the **First Schedule** hereunder written.

- 2 **NEW BUILDING** shall mean the proposed multistoried building to be constructed at the said Premises in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation and other appropriate authority or authorities for construction on the said Premises.
- 3 **OWNER** shall mean **SRI NIRMAL DAS (PAN: AVEPD4079P, Adhaar No. 2118 6574 8146)** son of late Nitya Gopal Das, residing at J - 17, sreenagar Main Road, Chak garia, Post Office: Panchasayar, P.S. Panchasayar, Kolkata 700094, West Bengal and his respective heirs, executors, administrators, legal representatives and assigns.
- 4 **DEVELOPER** shall mean **B.B.S. DEVELOPER (PAN: AAVFB0910H, a** Partnership firm having its registered Office at 29, Shib Das Bhaduri Street, P.O. - Shyambazar, P.S. Shyampukur, Kolkata - 700004, being represented by its partners (1) **SRI BAPPA SADHUKHAN (PAN: ALTPS5409F) (Aadhaar No. 3143 6025 0420)** son of Late Gabinda Sadhukhan. by faith Hindu, by Nationality Indian, by occupation Business, residing at 1/1A, Shib Das bhaduri Street, P.O. Shyambazar, P.S. shyampukur, Kolkata - 700004, and (2) **SRI BISWAJIT PAUL (PAN: AQOPP4639A) (Aadhaar No. 8426 8160 8195)** son of Late Sambhu Nath Paul, by faith Hindu, by Nationality Indian, by occupation Business, residing at 16/1, Nandalal Bose Lane, P.O. Bagbazar, P.S. Shyampukur, Kolakata - 700003, (3) **SRI SUBRATA PAUL (PAN: ALWPP7473M) (Aadhaar No. 8627 0145 1085)** son of

Rabindra Nath Paul, by faith Hindu, by Nationality Indian, by occupation Business, residing at 16/1, Nandalal Bose Lane, P.O. Bagbazar, P.S. Shyampukur, Kolakata - 700003 and their respective heirs, executors, administrators, legal representatives and assigns.

5. **CONSTRUCTED SPACE** shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services as per sanctioned plan.
6. **ARCHITECT** shall mean and include any Architect(s) or such person or firm who may be appointed by the Developer for drawing up the plan of the proposed building.
7. **PLAN** shall mean the map or plan to be submitted to the Kolkata Municipal Corporation for construction of the said New Building at the said Premises with such other variation of modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.
8. **OWNER ALLOCATION** shall get 50% of total F.A.R. (i.e. entire Ground floor and two flats i.e. 50% F.A.R. on top floor South East side) in the new proposed building after providing the common parts and portions together with undivided proportionate share in the land comprised in the said premises together with undivided proportionate share in the

common parts and facilities details of all are more fully and particularly mentioned and described in the **Second Schedule** hereunder written. The Developer shall also pay a forfit amount a sum of Rs.12,00,000/- (Rupees Twelves Lakhs) only, as per the **Seventh Schedule** hereunder written to the Owner.

That the developer will provide two shifting in standard accommodation and/or **Rs.16,000/- (Rupees Sixteen Thousand) only** per month for the said two shifting to the land owner.

9 **DEVELOPER'S ALLOCATION** shall mean and include 50% of total F.A.R. (i.e. entire First floor and two flats i.e. 50% F.A.R. on top floor Back side) in the new proposed building and other saleable spaces in the said new proposed building, save and except the Owner's allocation, as per the sanction plan after providing for the common parts and portions together with undivided proportionate share in the land comprised in the said Premises together with undivided proportionate share in the common parts and facilities details of which are more fully and particularly mentioned and described in **Third Schedule** hereunder written.

10 **COMMON AREAS & FACILITIES:** shall include ,pathways, Lift, passages, staircases, landings, ultimate roof, entrance, pump room, meter room, sewerage lines, underground reservoir, overhand tank, all

pipelines, common electric lines, all sanitary lines and other spaces and facilities whatsoever expressly specified by the Developer upon completion of the building for the establishment location enjoyment provision maintenance and/or management of the building, which is more fully and particularly described in the **Fourth Schedule** hereunder written.

11 **COMMON EXPENSES:** Shall mean and include expenses for repairing, maintenance upkeep, save, protect of common areas, common facilities, utilities, amenities of the building, which is more fully and particularly described in the **Fifth Schedule** hereunder written.

12 **COMMON RESPONSIBILITY:** upon completion of construction of the new proposed building and after taking possession of the owner's allocation and as well as the developer's allocation, the Owner and the Developer and their respective nominated persons shall be responsible to mutate their names with the record of the Assessment Roll of Kolkata Municipal Corporation at their own capacity and shall be liable to pay taxes and all other outgoings according to their respective shares.

13 **FORCE MAJEURE:** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, Lock down, strike, go-slow, riots, civil disturbances,

insurgency, enemy action war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government /civic bodies/Kolkata Municipal Corporation or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner.

14. **NOTICE** shall mean and include all notices to be served on the 7th day of the date of the same has been delivered for dispatch to the Postal authority by registered post with acknowledgement due at the last known address of the parties hereto.
15. **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchases thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act. In the interpretation of this Agreement unless the context otherwise requires.
16. A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
17. Words denoting one gender include all other genders.

- 18 Words denoting singular include the plural and vice versa. Words denoting persons include firms and corporations and vice versa and also include their respective heirs personal representatives successors in title or permitted assigns as the case may be. Where a word or phrase is defined, other parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.
- 19 Any reference to an Article, Appendix, Clause, Sub-Clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, appendix, clause, sub-clause, paragraph, sub-paragraph, schedule or recital of this Agreement.
- 20 Any reference to this agreement or any of the provisions thereof includes all amendments, and modifications made to this agreement from time to time in force.
- 21 Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or negated from time to time.
- 22 If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day, if any time limit pursuant to the provisions of this agreement falls on a day that is not a

business day (i.e. a day on which licensed banks are not open for business) then that time limit is deemed to only expire on the next business day. The schedules shall have effect and be construed as an integral part of this agreement.

23. The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
24. Any reference to writing shall include printing, typing, lithography and other means of reproducing words in visible form.
25. The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and
26. The terms "including" shall mean "including without limitation".

ARTICLE - II - EXPLORTATION RIGHT

1. After execution of this Development Agreement the Owner herein shall execute a Registered General Power of Attorney in favour of the Developer herein, for proper implementation of this Development Agreement and on the strength of such Power of Attorney the Developer shall prepare a Building Plan through its appointed Architect / L.B.S. and file the same before the Kolkata Municipal Corporation for getting sanction thereof after obtaining proper signature of Owner herein.

- 2 That on execution of this Development Agreement the Owner shall deliver peaceful vacant Khas possession of the First Schedule property to the Developer and shall grant exclusive right to the Developer to make such construction in pursuance of such building plan at Developer's own costs and responsibilities.
- 3 That the owner submitted the building plan before the concern authority for sanction with the help of Developer herein and the Developer will proceed the same after execution of this developer Agreement and General Power of Attorney before the concern authority.
- 4 That during construction of such building, the Developer herein shall abide by all the laws, bye-laws, rules, regulations of the Govt., Semi-Govt., Local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and breach of any of the said laws, rules, bye-laws, and regulations.
- 5 That the Developer herein shall complete the construction of the said proposed building **within 24 months** from the date of obtaining the sanction plan in connection of the First Schedule property. The said period may be extended further in case of any natural calamity such as heavy rain flood, earthquake, shortage of raw material in open market, riot and other unavoidable circumstances which are beyond control of human beings

ARTICLE - III - HOLDING ORGANISATION

Upon completion of construction of the proposed building and formation of holding organization of Association of the Owner of the existing flats of the said proposed building the management and maintenance of the building shall be vested upon such holding organization or association to be formed by such flat Owner of the building. Until such holding organization or association is formed, the building shall be managed and maintained by the Developer and the costs of maintenance and other expenses relation thereto shall be payable by all the flat Owner proportionately.

ARTICLE - IV - REPRESENTATIONS & WARRANTIES

At or before the execution of this agreement the Owner have assured and represented to the Developer as follows which has been relied upon fully by the Developer and the Developer has entered into this Development Agreement upon the representations made by the Owner:

- a) The Owner are seized and possessed of or otherwise well and sufficiently entitled to the said Premises as the absolute Owner with a marketable title in respect thereof.
- b) The Owner undertakes to settle with the existing tenants, if any and arrange to vacant the same, on or before start of the construction work and all liabilities of the tenant shall be borne by the Owner at his own risk, cost and responsibilities.

- c) The said Premises is free of all encumbrances liens, lispendens, attachments, trusts, mortgages whatsoever and/or howsoever.
- d) The Owner undertakes to settle all legal disputes, if any and also obtain all necessary court orders as required for clearance of the said Premises.
- e) The said Premises is not subject to any notice of attachment under the Income Tax Act or under Public Demands Recovery Act or under any other Act or Statute or Rules and Regulations;
- f) No Notice of Acquisition and/or Requisition affects the said Premises nor is there any bar legal or otherwise to develop the said Premises.
- g) There is no road alignment and/or acquisition and/or attachment proceedings pending in respect of the said Premises or any part thereof.
- h) The freehold interest and/or Ownership interest of the Owner in the said Premises as on date does not stand mortgaged or encumbered or agreed to be mortgaged by the Owner by way of security or additional security and/or otherwise in favour of any Bank, Financial institution or any person, firm, company or government undertaking or anybody else whomsoever to secure repayment of any loan taken or to be taken by the Owner for any purpose whatsoever or howsoever and that all the

original deeds are in the custody and/or possession of the Owner herself.

- i) The Owner have not entered into any agreement for sale and/or transfer in respect of the said Premises nor have entered into any agreement for development in respect of the said Premises or any part thereof.
- j) All municipal rates taxes and outgoing payable in respect of the said Premises upto the date of execution of these presents have been duly paid and discharged by the Owner and in respect of any outstanding rates taxes and outgoing the Owner shall keep the Developer indemnified against all actions suits proceedings and costs charges and expenses in respect of the said Premises upto the date of execution of these present.
- k) The Owner do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- l) The Owner is competent enough to enter into this Development Agreement and power of Attorney to carry out his obligations, as amended herein;
- m) The recitals to the title and other facts relating to and in respect of the said Premises herein mentioned are true and factual and the Owner

have not suppressed and/or obscured anything relating to and in respect of the said Premises to the Developer and as mentioned herein.

ARTICLE - IV - PERMISSION TO CONSTRUCT

That in pursuance of the said Development Agreement and subject to the mutual obligations as are hereinafter stated between the parties hereto the Owner do hereby collectively and severally appoint the Developer as the exclusive Developer for undertaking the development of the said Premises.

ARTICLE - VI - PLANS & OTHERS

1. The Developer shall at its own costs cause a map or plan to be sanctioned by the Kolkata Municipal Corporation for the purpose of construction, erection and/or completion of the said New Building on the said Premises howsoever the Developer shall be entitled to modify, change and/or alter the same and/or cause the same to be modified or altered at their own costs if so desired by the Kolkata Municipal Corporation or any other statutory body in the interest of the project.
2. The Owner shall sign all maps and/or plans and/or specifications and other declarations and applications as may be necessary for sanction of the plan by the Kolkata Municipal Corporation and the said plan shall also include amendment or alteration or modification which may be made therein from time to time.

3. The Developer acting on behalf of and as such the Attorney of the Owner shall from time to time submit all further plans and/or applications and other documents and papers on the advice of the Architect and do all further acts, deeds, things as may be required or otherwise relevant for the purpose, and/or otherwise to obtain all such clearance, sanctions, permission and/or authorities as shall be necessary for the construction of the building on the said Premises expeditiously and without delay.
4. The Developer shall submit in the name of the Owner all application, plan and other papers and documents referred to hereinabove. All fees and other expenses incurred and/or to be incurred relating to preparation of the plans by the Architect, sanction fee to be charged by the Kolkata Municipal Corporation and supervision fees in the course of construction of the building by the Architect shall be borne and paid by the Developer. All other costs and charges and expenses related to construction of the building shall also be borne and paid by the Developer exclusively and the Owner shall not be required to contribute any amount in this regard.
5. The said New Building will be constructed erected and completed in accordance with the specification detailed out in **Sixth Schedule** hereunder written **HOWEVER** in the event the Developer deciding to change the specifications the Developer shall be entitled to do so but in

the event of such change, the value of such replacement or substitution will not be of lesser value as what have been detailed out hereunder.

5. The Owner shall be liable to and agrees to pay all charges for providing any additional work in or relating to the Owner Allocation.

ARTICLE - VII - COST OF CONSTRUCTION/ COMPLETION

The entire cost of construction of the said New Building of whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all services, amenities fittings, fixtures, all overheads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers for the purpose of obtaining all permissions, approvals, sanctions, modifications, supervision etc.

ARTICLE - VIII - SPACE ALLOCATION AND PAYMENTS

1. The Owner Allocation is detailed out in **Second Schedule** hereunder written and the Developer's Allocation is detailed out in **Third Schedule** hereunder written.
2. Both the Owner and the Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of their respective allocations and to receive realize and collect all sale proceeds, rents,

issues and profits arising there from and for which no further consent of the other party shall be required.

ARTICLE - IX - DELIVERY OF POSSESSION

1. On execution of this Development Agreement Owner shall completely vacate the said Premises and handover the vacant khas possession of the said Premises within 30 days to the Developer.
2. The Owner Allocation will not be considered complete unless the Developer has given notice to this effect to the Kolkata Municipal Corporation, that the building is completed and then the said building shall be deemed to be complete in all regards and it would also be obligatory on the part of the Developer to obtain the Completion Certificate from the Kolkata Municipal Corporation, after completion of the new proposed building.
3. The Developer hereby agrees to complete the construction of the building within 30 months from the date of obtaining the sanction plan in respect of the said Premises, the Developer shall not incur any liability for any delay in the delivery of the possession by reasons of genuine **FORCE MAJEURE**. In any of the events of the **FORCE MAJEURE**, the Developer shall be entitled to corresponding extension of time for delivery of the said Owner's Allocation.

- 4 *The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the Owner' Allocation or any part thereof is delivered and/or caused to be delivered upon completion of the same aforesaid. However it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers, if the Owner fails and/or neglects take possession of the Owner' Allocation within 15 (fifteen) days from the date of issue of notice.*
5. *Immediately after the completion of the new building and delivery of the possession of the Owner' Allocation that shall remain after the Owner shall execute and/or cause to execute the Deed of Conveyance or Deeds of Conveyances in respect of the undivided share or interest in the land in such part or parts as shall be required by the Developer in favour of the Developer or their prospective buyers as nominated by the Developer in respect of the Developer's Allocation, at the cost and expenses of the Developer or their nominee/s.*
- 6 *The Owner shall sing and execute the Deed of Conveyance or Deeds of Conveyances in favour of the nominee or nominees of the Developer at the cost of the nominee/s of the Developer.*

ARTICLE - X - ARCHITECTS, ENGINEERS, ETC.

For the purpose of development of the said Premises the Developer alone shall be responsible to appoint Architect for the said New Building and the certificate given by the Architect regarding the materials for the purpose of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the said New Building shall be final conclusive and binding on the parties.

The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.

ARTICLE - XI - INDEMNITY

1. The Owner shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the Owner and shall always keep the Developer indemnified against all actions suits proceedings, damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Premises.
2. The Developer shall be fully responsible for any deviation or unauthorized construction or accident or mishap while making any

construction and in no event the Owner shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owner against all losses liabilities costs or claims actions or proceedings thus arising.

3. The Owner will not be liable to pay any K.M.C. tax in respect of the Developer's Allocation and likewise the Developer will not be liable to pay any K.M.C. Tax in respect of the Owner' Allocation, after getting possession in the new proposed building.

4. The Owner doth hereby as and by way of negative covenants undertake to the Developer:

a. Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said Premises, save and except the said Owner' Allocation or any part thereof, without the consent in writing of the Developer.

b. Not to induct any person as a tenant or otherwise into or upon the said Premises.

Immediately after signing this Development Agreement the Developer will get the possession in the Owner occupying area of the said Premises.

ARTICLE - XII - TAXES, MAINTENANCES, ETC.

1. The Developer shall pay of all rates and taxes on and from the date of taking the vacant khas possession of the said Premises, and before that and/or prior to that the Owner shall be responsible for payment and discharge of all rates, taxes and outing in respect of the said Premises.
2. The respective parties shall be liable to pay and bear all taxes rates and other services and other outgoing payable in respect of their respective Allocations from the said Date of Possession.
3. The Owner and the Developer shall from the Date of Possession of the Owner' Allocation maintain their respective portions at their own costs in a good and tenable repair and shall not do or suffer to be done anything in or to the said Premises and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the user of such common area.
4. After the said building is completed and the Owner' Allocation is delivered by the Developer and the Flat Owners of the said building shall form an Owner Association for the maintenance and up keeping of the said building and premises.
5. Until such Owner Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the Owner making payment of the proportionate share of the maintenance charges and all other outgoing

payable in respect thereof and unless the said maintenance charges are paid by the Owner, the Owner shall not be entitled and hereby agrees not to avail of any of the services.

- 6 The Owner shall be liable to pay charges for electricity in or relating to the Owner Allocation wholly and proportionately relating to the common parts.

ARTICLE - XIII - OBLIGATION OF THE OWNER

- 1 The Owner shall grant a Power of Attorney in favour of the Developer or its nominee or nominees to enable and to proceed with the obtaining license and sanction of plans in respects of the building to be constructed on the said Premises and authorizing the Developer to represent the Owner before the Kolkata Municipal Corporation, CMDA, CESC Ltd and other statutory authorities. The said Power of Attorney shall continue to be in force so long as this Development Agreement subsists and till the completion of the project.
- 2 The Owner shall sign and execute necessary application papers documents and do all acts deeds and things as may be required in order to legally and effectively vest in the Developer or its nominee title to the Developer's Allocation in the said Premises and for completing the construction of the building.

3. The Owner undertakes that if any earlier Agreement / Agreements, Development Agreement / Agreements, Agreement / Agreements for Sale, or any other documents relating to the said Premises be found after execution of this Development Agreement, the same shall be cancelled and/ settled by the Owner at her own cost, risk and responsibility and also to ensure the Developer that the said Premises have good marketable title and is free from all encumbrances, whatsoever.
4. The Owner shall grant a registered Power of Attorney in favour of the said Developer or their nominated person or persons, so as to enable it to severally sign execute and register all Deed of Conveyance and Deeds of Conveyances in respect of the Developer's Allocation in favour of the intending purchaser / purchasers or their nominee/s in such terms and conditions as the Developer may at their absolute discretion think fit and proper.

ARTICLE - XIV - MUTUAL OBLIGATION

1. The Owner and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises.

2. The Owner and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.
3. The Owner and the Developer hereby agreed and covenants with each other to join and confirm all documents of transfer relating to sale of each other's allocation in the said New Building at the said Premises.
4. The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this Development Agreement or any portion thereof, without prior permission of the Owner.
5. The Developer will put up their signboard and/or will be eligible to make any advertisement in the said Premises after the signing of this Development Agreement.
6. The Owner undertakes to collateral mortgage of the Third Floor proportionate area of the new proposed building to the Developer till the date of refunding the entire advance adjustable amount.
7. That the developer will provide the Shifting expenditure to the Owner with the choice of the developer from the handing over the vacant peaceful khas possession of first schedule property and unless and until the hand over the complete habitual condition propose new constructing building/Flats.

ARTICLE - XV - BREACH AND CONSEQUENCES

In the event of either party to this Development Agreement committing breach of any of their obligations under this Development Agreement the aggrieved party shall be entitled to specific performance and also to recover damages compensation to make good the loss sustained by the aggrieved party on account of such breach from the party committing the breach.

ARTICLE - XVI - JURISDICTION

High Court at Kolkata and District Courts at Alipore alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Development Agreement.

GENERAL POWER OF ATTORNEY WITH DEVELOPMENT AGREEMENT

BE IT KNOWN TO ALL CONCERNED SRI NIRMAL DAS (PAN: AVEPD4079P, Adhaar no 2118 6574 8146), son of late Nitya Gopal Das, by nationality - Indian by occupation - Business, By faith - Hindu, residing at J- 17, sreenagar Main Road, Chak garia, . P.O. Panchasayar, P.S. Panchasayar, Kolkata 700094, hereinafter known as the "**PRINCIPAL**" send the following greetings -

By way of inheritance I am the principals herein the absolute owners and possessors of **ALL THAT** piece and parcel of Bastu Land measuring an area of 6 (Six) Kathas 9 (Nine) Chottaks 40 (Fourty) Sq.ft. equivalent to 10.92 decemals be the same a little more or less, together with a 540 square feet pacca structure with asbestor Shed standing thereon, lying and situated at Mouza - Chakgaria, J.L. No. 26, Re.Sa. No. 148, Touzi - 259, under C.S. Khatian No. 83 and R.S. Khatian No. 75 and comprising in C.S. Dag No.130/204, R.S. Dag No. 160, District - South 24 Parganas, P.S. - Previously Kasba then PurbaJadavpur now Panchasayar and k.m.C. premises no. 423, chak garia, Kolkata 700094, within the limits of Ward no 109 under Kolkata Municipal Corporation being Assessee No 311090337390, in the District South 24 Parganas.

- v) Since then the Principal herein is seized and possessed of and/or otherwise well and sufficiently entitled to the said property and enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and/or transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Principal shall think fit and proper.
- 18) Now I am decided to develop the aforesaid and below schedule land through a Developer by making construction of a straight straight Three building thereon at the cost of the Developer for which I have entered into a Development Agreement with **B.B.S. DEVELOPER (PAN: AAVFB0910H)**, a Partnership firm having its registered Office at 29, Shib Das Bhaduri Street, P.O. - Shyambazar, P.S. Shyampukur, Kolkata - 700004, being represented by its partners (1) **SRI BAPPA SADHUKHAN (PAN: ALTPS5409F) (Aadhaar No. 3143 6025 0420)** son of Late Gabinda Sadhukhan, by faith Hindu, by Nationality Indian, by occupation Business, residing at 1/1A, Shib Das bhaduri Street, P.O. Shyambazar, P.S. shyampukur, Kolkata - 700004, and 2. **SRI BISWAJIT PAUL (PAN: AQOPP4639A) (Aadhaar No. 8426 8160 8195)** son of Late Sambhu Nath Paul, by faith Hindu, by Nationality Indian, by occupation Business, residing at 16/1, Nandalal Bose Lane, P.O. Bagbazar, P.S. Shyampukur, Kolakata - 700003, 3. **SRI SUBRATA PAUL, (PAN: ALWPP7473M) (Aadhaar No. 8627 0145 1085)** son of

summons sub-peons notice and other legal processes and generally to completely represent us and our person before all Courts, Magistrates, and other Judicial Criminal and revenues authorities in and outside the union of India.

20. To adjust, settle, compromise or refer to arbitration all disputes, accounts or reckonings pending or which may rise hereafter between me and any other person, firm or company as such as our said attorney may think fit and proper with prior written approval from us.
21. To appear before the income tax wealth tax sales tax, G.S.T. or any other authorities and in all courts and offices in all matters concerning the said property' and to sign file and verify natures, to proper appeals and to apply for revised and Revisions as and when necessary and to produce and explain books of accounts and other banks to furnish any particulars or explanation required of me to pay income tax, wealth tax and other taxes and to do all other acts deeds and things in connection therewith and generally to completely represent me before Income Tax, wealth tax and other taxes and to do all other acts deeds and things in connection therewith and generally to completely represent us before income Tax, Wealth Tax, Sales and other petitions, to apply for certified copies or orders and assessments and for inspection etc., and to appoint Vakile, Advocate, pleaders and other legal agents and to sign Vakalatnama for that purpose.

22. To represent us before State Government, HIRA registration, Kolkata Municipal Corporation, Airport Authority, and other authorities, Central provincial of local in civil Criminal or Revenue jurisdiction or Judicial Official Officers regarding the said property.
23. To execute and registrar necessary' Agreements in -favour of the intending Purchasing or purchasers on my behalf and to present any such Agreement or Agreements for registration to admit, execute before the Registrar and to do all acts, deeds and things which our said Attorney shall consider necessary for conveying the said allocation save and except our allocation in favour of the intending purchaser or purchasers fully and effectually in all respect as we could do the same by ourselves but the same will not create of the Owner's Allocation.
24. Generally to do all other acts, deeds, matters and things whatsoever in and about the said properly and the affairs relating thereto as a effectually as we could to personally.
25. For the better doing performing and executing the acts, deeds, matters and things aforesaid we do hereby further grant unto or in favour of our said Attorney full power and absolute authority to substitute and appoint in its place on such terms as we will think fit and proper or all the powers and authorities hereby confirmed and to **revoke** any such appointments from time to time and to substitute or appoint other or others in place of such person, representatives, agents as our said attorney shall from time to time think fit and proper.

26. It is hereby expressly declared that all costs charges and expenses to be spent and incurred in performance of the powers and authorities hereby conferred shall be paid and born by our said attorney and shall be treated as the costs of construction of the said multi-storied building in the said property.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(PREMISES)

ALL THAT piece and parcel of Bastu Land measuring an area of 6 (Six) Kathas 9 (Nine) Chottaks 40 (Fourty) Sq.ft. equivalent to 10.92 decemals be the same a little more or less, together with a 540 square feet pacca structure with asbestor Shed standing thereon, lying and situated at Mouza - Chakgaria, J.L. No. 26, Re.Sa. No. 148, Touzi - 259, under C.S. Khatian No. 83 and R.S. Khatian No. 75 and comprising in C.S. Dag No.130/204, R.S. Dag No. 160, District - South 24 Parganas, P.S. - Previously Kasba then PurbaJadavpur now Panchasayar and k.m.C. premises no. 423, chak garia, kolkata 700094, within the limits of Ward no 109 under Kolkata Municipal Corporation being Assessee No. 31 1090337390 and bounded as follows :-

On the North : Land of R.S. Dag 162 and land of Dulal Kanti Mondai;

On the South : 12 feet wide Road,
On the East : 12 feet wide Road,
On the West : Land of R S. Dag No. 160 & Land of Naren Kumar Das.

THE SECOND SCHEDULE ABOVE REFERRED TO :

OWNER'S ALLOCATION

Owner shall get 50% of total F.A.R. (i.e. entire Ground floor and two flats i.e. 50% F.A.R. on top floor South East side) in the new proposed building, after providing the common parts and portions together with undivided proportionate share in the land comprised in the said premises together with undivided proportionate share in the common parts and facilities of the said new proposed building upon the First Schedule property. The Developer shall also pay forfit amount a sum of Rs.12,00,000/- (Rupees Twelve Lakhs) only, as per the **Seventh Schedule** hereunder written to the Owner. If any additional floor/portion gain/sanction by the K.M.C. owner will get his 50% F.A.R. from additional floor/portion.

THE THIRD SCHEDULE ABOVE REFERRED TO :**DEVELOPER'S ALLOCATION**

DEVELOPER'S ALLOCATION shall mean and include 50% of total F.A.R. (i.e. entire First floor and two flats i.e. 50% F.A.R. on top floor Back side) in the new proposed building as per the sanction plan after providing for the common parts and portions together with undivided proportionate share in the land comprised in the said First Schedule hereinabove written together with undivided proportionate share in the common parts and facilities. If any additional floor/portion gain/sanction by the K.M.C. owner will get his 50% F A.R. from additional floor/portion.

THE FOURTH SCHEDULE ABOVE REFERRED TO :**COMMON PARTS & FACILITIES**

1. Corridors, staircases, landings, pathways, passages, drive-ways, etc.
2. Lift.
3. Septic tank, underground and overhead water reservoir, etc.
4. Pump room, Electric meter room, shafts, etc.
5. Roof and other space/ facilities whatsoever required for the establishment, location enjoyment, provisions and / or management of the Building.

6. Ultimate roof.
7. Sewerage lines. all pipelines, common electric lines, all sanitary lines and water supply lines, etc.
8. Main entrance and surrounding spaces of the said building, etc.
9. All other spaces, facilities, amenities, etc., of the said building.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

COMMON EXPENSES

1. Expenses for repairing, maintenance, upkeep, save, protect or common areas, common facilities, utilities, amenities of the said building and the said premises.
2. Expenses for electrician, masons, carpenter etc for maintenance of the said building and the said premises.
3. All costs of maintenance operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, reconstruction, lighting of the common portion and the common areas of the said building, including the out walls and up keeping of the said building at the said premises.
4. The salary of all persons employed, if any for the common purpose including durwans, security, personal sweepers, plumbers.

electricians, etc., for the purpose of the maintenance of the common portions

- 5 Insurance Premium for insuring the said building, if any.
- 6 Municipal tax, building tax, water tax and other levies in respect of the said building, save and except those the separately assessed on the Purchaser.
- 7 Cost of running maintenance, repairs and replacement of electrical instruments, lift, electric motor pump, water pump and other common installations including their license fee, taxes and other levies.
- 8 Electricity charges for the electricity consumed for the operation of the common services.
- 9 All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
- 10 All expenses of common services.
- 11 Such other expenses as are necessary for or incidental to the said maintenance and upkeep of the said building and the said premises and or the common areas, facilities and amenities.

THE SIXTH SCHEDULE ABOVE REFERRED TO

SPECIFICATION OF CONSTRUCTION WORK

- Type of construction : R.C.C. Frame Structure as per sanction plan.
- Construction of wall : 8 inch thick Masonry outside Walls.
- Partition wall : 5 inch and/or 3 inch Partition walls as per Engineer's direction.
- Finishing : Cement Plaster in inside & Outside of the building, inside walls will be finished with plaster of paris or putty.
- Floor : The common floors of the entire building, lobby, stair case, landings will be finished with Marble or Tiles.
- Stair case : Stair Case railing with iron rods and handle top.
- Doors : Wooden 4 inch x 2 inch frame and hot pressed solid core flush door and all doors will have suitable handle and aluminum latches, bolts for locking the main door of each flat and the main door will be fitted with night latch.

Windows

All windows would be of Aluminum frames with plane frosted glass and grill fitted.

Toilets

: Glazed tiles, dado up to 6 feet height, concealed cold water supply line, 1 gizer point, European style W.C. elegant C.P. fittings with ISI Mark with fully Marble or Tile flooring.

Sanitary installation :

Soil Pipe and all other installations as required.

Water supply :

PVC Pipe will be used for water supply, Semi underground water reservoir and overhead water tank till be installed as per K.M.C. Rules & Supply for Municipal Water Line will be provided, Water Pump with adequate H.P. Electric Motor.

Electricals

ISI Marked copper wiring in concealed conditions and sufficient light, fan, plug points to be provided with modular switches.

Bedroom - 3 light point, 1 fan point, 1 5A plug point.

Drawing / Dining - 1 fan point, 2 light point, 1 5A socket, 1 15A Socket, provision for T.V. Antenna point,

Kitchen – 1 light point, 1 exhaust fan point, 1 15A plug point, floor Marble or tiles.

Bathroom – 1 light point, 1 plug point.

Kitchen : Black stone top and ceramic tiles 3 feet above working platform with stainless steel sink and Tile flooring.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

PAYMENT SCHEDULE

| <u>Particulars</u> | <u>Amount</u> |
|--|--|
| 1. On execution and registration of this Development Agreement. | Rs.12,00,000/- _____ _____ |

IN WITNESS WHEREOF the parties hereto have hereunto and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED
by the **OWNER** and the **DEVELOPER**
at Kolkata in the presence of:
WITNESSES:

1. Krishna Mallick
Sreenagar
Kolkata - 700094

Nirmal Das

Signature of the **OWNER/PRINCIPAL**

2. Dipankar Mandal
Baria. Kal-94

B.B.S. DEVELOPER

Rajendra Saha

Partner

B.B.S. DEVELOPER

Biswasit Paul

Partner

B.B.S. DEVELOPER

Subrata Paul

Partner

Signature of the **DEVELOPER/**

accepted by the **ATTORNEY**

Drafted, prepared in my
office in my office

Koushik Maity

MR. KOUSHIK MAITI

Advocate

Alipore Judges Court

Kolkata 700027

Enrl. No. F/535/2014.

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.12,00,000/- (Rupees Twelve Lakh) only, by the Owner from the Developer in terms of this Development Agreement, as per the MEMO below:-

MEMO

| <u>Particulars</u> | <u>Amount</u> |
|---|----------------|
| 1 By cheque No. "059305", dated 14/03/2021, Drawn on Allahabad (Indian) Bank, Hatibagan Branch | Rs.12,00,000/- |

WITNESSES:

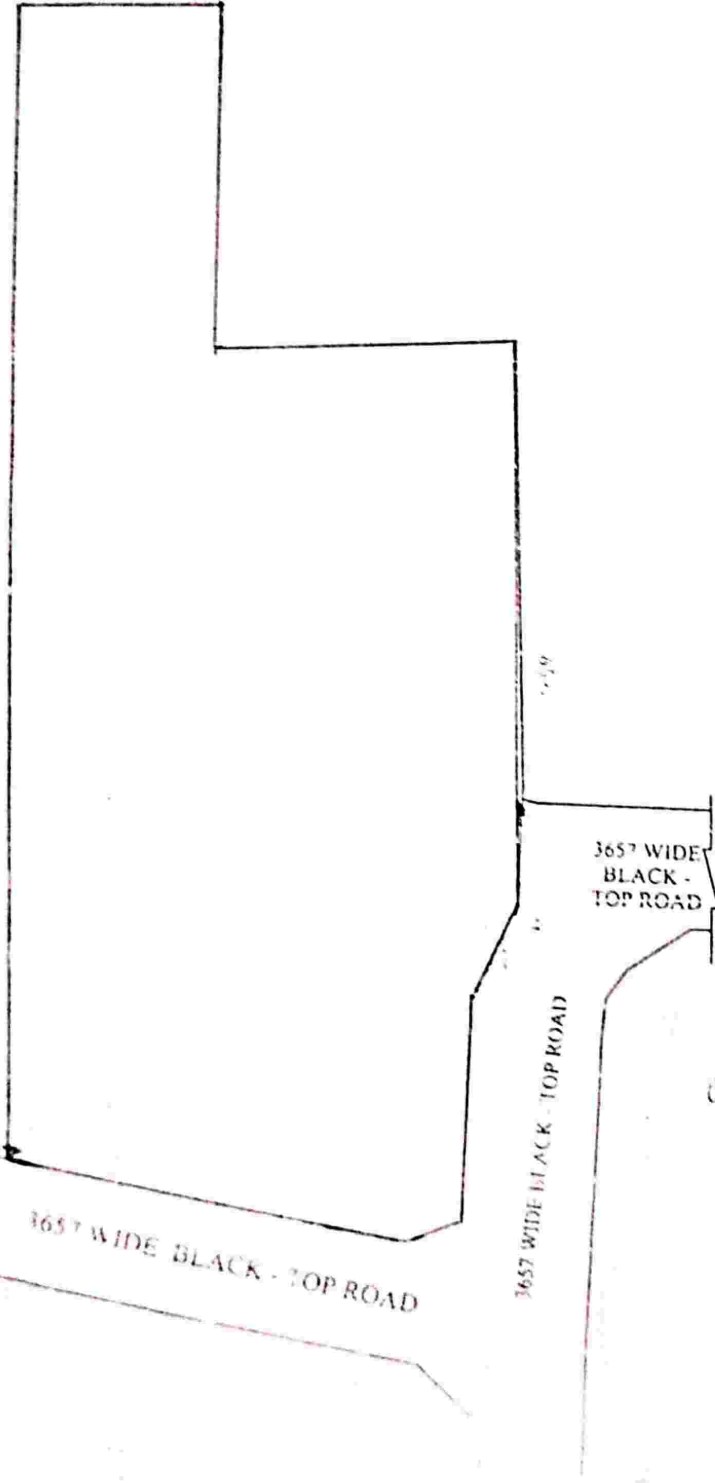
- 1 *Krishna Malik*
- 2 *Dipankar Mandal*

Krishna Malik
Signature of the OWNER

PLAN SHOWING THE BOUNDARY OF PREMISES NO. -
CHAK GARIA, UNDER K M C. WARD - 109, BOROUGH -
S - PANCHASAYAR

AREA OF LAND: - 442 433 SQM. - 06 K - 09 CH. - 37 349 SFT.
(SHOWN IN RED BORDER)

SCALE - 1:200



B.B.S. DEVELOPER

Bappa Sallubha
Partner

Biswasit Paul
B.B.S. DEVELOPER
Suvodh
Partner

Verma


3657 WIDE BLACK - TOP ROAD

3657 WIDE
BLACK -
TOP ROAD

3657 WIDE BLACK - TOP ROAD



Thumb 1st finger Middle Finger Ring Finger Small Finger

| | | | | | |
|-------|---|--|--|--|--|
| left |  | | | | |
| right | | | | | |

KOUSHIK MAITRA
Koushik Maity

Thumb 1st finger Middle Finger Ring Finger Small Finger

| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

Thumb 1st finger Middle Finger Ring Finger Small Finger

| | | | | | |
|------------|--|--|--|--|--|
| left hand | | | | | |
| right hand | | | | | |

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 60253 to 60319

being No 160302376 for the year 2021.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2021.03.23 18:37:39 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/03/23 06:37:39 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)