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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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Central Government is authorized to register the instruments and documents in the territories of West Bengal, Alipore, South 24-parganas.

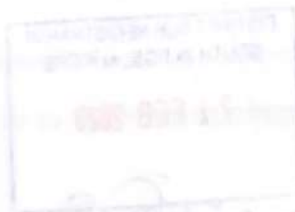
*[Signature]*  
District Sub-Registrar-II  
Alipore, South 24-parganas

DEVELOPMENT AGREEMENT

22 FEB 2023

TOGETHER WITH POWER OF ATTORNEY

THIS DEED OF AGREEMENT FOR DEVELOPMENT is made on this the 22<sup>nd</sup> day of February, Two Thousand Twenty Three (2023) BETWEEN



*[Faint handwritten signatures and text in Bengali]*

**SRI SAMIR KUMAR DAS**, PAN NO. AFYPD5629K, AADHAAR NO. 599420258914, **2**.  
**MANINDRANATH DAS**, PAN NO. CAJPD8284L, AADHAAR NO. 299015030026, **3**.  
**DEBENDRANATH DAS**, PAN NO. BLHPD6200N, AADHAAR NO. 693612060851, **4**.  
**SHAMBHUNATH DAS @ SAMBHUNATH DAS** PAN NO. CFRPD9786E, AADHAAR NO. 889835500471, all are s/o Late Nishakar Das, all are residing at Mahamayatala, Garia Main Road, P.O.- Garia, P.S.- Narendrapur, Kolkata - 700084, District - South 24 Paraganas, hereinafter called and referred to as "**OWNERS/FIRST PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**ANJANEYA BUILDERS AND PROMOTERS PRIVATE LIMITED** PAN NO. AAECA5645E, having its registered office at 53, Garfa Main Road, P.O.- Santoshpur, P.S.- Purba Jadavpur, Kolkata- 700075, represented by one of its directors Mr. Kailash Chand Agarwal, s/o Late Sukh Ram Agarwal, PAN NO. ACLPA2104N, AADHAAR NO. 385398680029, by faith -Hindu, by Nationality - Indian, by occupation - Business, residing at 3 no. Vidyasagar Sarani, Santoshpur, P.O.- Santoshpur, P.S. - Garfa, Kolkata - 700075, District: 24 Parganas (South), hereinafter called and referred to as the "**DEVELOPER/SECOND PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said company and its executors, representatives, administrators and permitted assigns) of the **OTHER PART** and herein after to as the "**DEVELOPER**".

**WHEREAS** one Smt. Ila Rani Das, wife of Late Nishankar Das, was the owner of All that piece and parcel of land measuring about **7 (Seven) decimal** situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, R.S. Dag No. 1520, R.S. Khatian No. 1806,



under Rajpur Sonarpar Municipality by virtue of a registered Bengali Kobala which is registered in District Registrar 24 paraganas (south), recorded in Book No. I, Volume No.72, Page No. 36 to 37, Being No. 2711, in the year of 1951 and All that piece and parcel of land measuring about **3 (three) decimals** at Mouza Barhans Fartabad, J.L. No. 47, Touzi No. 109, R.S. Dag No. 1516, R.S. Khatian No.738, under Rajpur Sonarpar, Municipality which wads registered in A.D.S.R Sonarpar, and recorded in Book No. I, Volume No.165, page No. 44 to 47, Being No. 4220, for the year 1977 both plots are recorded in Rajpur Sonarpar Municipality as Holding No. 389, in street Mahamayatala. District - South 24 Paraganas.

**AND WHEREAS** Smt. Ila Das died intestate on 22.12.2012 and her husband namely Late Nishakar Das predeceased her on 23.08.1986, leaving behind them six son namely i) Rabindranath Das ii) Manindranath Das iii) Sachindranath Das iv) Shambhunath Das v) Debendranath Das and vi) Samir Kumar Das to inherit All that piece and parcel of land measuring about **7 (Seven) decimal** situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, R.S. Dag No. 1520, R.S. Khatian No. 1806, and All that piece and parcel of land measuring about **3 (three) decimals** at Mouza Barhans Fartabad, J.L. No. 47, Touzi No. 109, R.S. Dag No. 1516, R.S. Khatian No.738, both plots are recorded in Rajpur Sonarpar Municipality as Holding No. 389, in street Mahamayatala, District - South 24 Paraganas.

**AND WHEREAS** during enjoyment over the All that piece and parcel of **7 (Seven) decimal** land situated under R.S. Dag No. 1520, R.S. Khatian No. 1806 and **3 (three) decimal** land situated under R.S. Dag No. 1516, R.S. Khatian No.738, both the lands are situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, under Rajpur Sonarpar Municipality having holding no. 389, in street Mahamayatala jointly by

abindranath Das, Manindranath Das, Sachindranath Das, Shambhunath Das, Samir Kumar Das and Debendranath Das, the elder son of Late Ila Das and Late Nishakar Das namely Rabindranath Das died intestate on 01.01.1998, leaving behind his wife namely Sandhya Das and two married daughter namely Srabani Das and Srabanty Mitra as his legal heirs and successors to inherit his undivided 1/6<sup>th</sup> portion of All that piece and parcel **of 7 (Seven) decimal** land situated under R.S. Dag No. 1520, R.S. Khatian No. 737 and **3 (three) decimal land** situated under R.S. Dag No. 1516, R.S. Khatian No.738, both the lands are situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, under Rajpur Sonarpar Municipality having holding no. 389, in street Mahamayatala, District – South 24 Paraganas.

**AND WHEREAS** during enjoyment over All that piece and parcel **of 7 (Seven) decimal** land situated under R.S. Dag No. 1520, R.S. Khatian No. 1806 and **3 (three) decimal** land situated under R.S. Dag No. 1516, R.S. Khatian No.738, both the lands are situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, under Rajpur Sonarpar Municipality having holding no. 389, in street Mahamayatala jointly by Sandhya Das, Srabani Das, Srabanty Mitra, Manindranath Das, Sachindranath Das, Shambhunath Das, Samir Kumar Das and Debendranath Das said Sandhya Das died intestate leaving behind Srabani Das and Srabanty Mitra to inherit jointly her undivided 1/6<sup>th</sup> portion of All that piece and parcel **of 7 (Seven) decimal** land situated under R.S. Dag No. 1520, R.S. Khatian No. 1806 and **3 (three) decimal land** situated under R.S. Dag No. 1516, R.S. Khatian No.738, both the lands are situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, under Rajpur Sonarpar Municipality having holding no. 389, in street Mahamayatala, District – South 24 Paraganas.

**AND WHEREAS** during enjoyment over the All that piece and parcel of **7 (Seven) decimal** land situated under R.S. Dag No. 1520, R.S. Khatian No. 1806 and **3 (three) decimal** land situated under R.S. Dag No. 1516, R.S. Khatian No.738, both the lands being situated under Mouza - Barhans Fartabad, J.L. No. 47, Touzi No. 109, under Rajpur Sonarpar Municipality having holding no. 389, in street Mahamayatala jointly by Srabani Das, Srabanty Mitra, Manindranath Das, Sachindranath Das, Shambhunath Das, Samir Kumar Das and Debendranath Das, said Sachindranath Das died intestate on 17.03.2019 leaving behind his wife Archana Das, and two married daughter namely Ranusree Das nee Poddar w/o Manash Poddar, Rupasree Das nee Gomes and one son Subhadeep Das to inherit his undivided 1/6<sup>th</sup> portion of All that piece and parcel of **7 (Seven) decimal** land situated under R.S. Dag No. 1520, R.S. Khatian No. 1806 and **3 (three) decimal land** situated under R.S. Dag No. 1516, R.S. Khatian No.738, both the lands are situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, under Rajpur Sonarpar Municipality having holding no. 389, in street Mahamayatala, District - South 24 Paraganas.

**AND WHEREAS** during enjoyment over her undivided 1/12<sup>th</sup> share of land i.e. 7 chittacks 41.13 sq.ft land said Srabani Das gifted her total share to Sri Samir Kumar Das being the owner no.1 herein and the said Deed of Gift were registered in the Office of the D.S.R. IV on 29.5.2014 and recorded in Book No. - I, Volume No. - 21, page from 3065 to 3081 being no. 03905 for the year 2014, a Bengali Danpatro registered in the Office of the D.S.R. IV on 24.5.2019 and recorded in Book No. - I, Volume No. - 1604-2019, page from 109084 to 109102 being no. 160403006 for the year 2019 and Bengali Danpatro registered in the Office of the D.S.R. IV on 14.11.2019 and recorded in Book No. - I, Volume No. - 1629-2019, page from 169906 to 169924 being no. 162905163 for the year 2019.



**AND WHEREAS** during enjoyment over her share of land said Srabanty Mitra she sold her undivided 1/12<sup>th</sup> share i.e. 7 chittacks 41.13 sq.ft. land to Sri Samir Kumar Das being the owner no.1 herein and the Deed of Conveyance was registered in the Office of the A.R.A. III on 18.12.2021 and recorded in Book No. - I, being no. 190315257 for the year 2021. A Deed of declaration was registered on 4.2.2022 in the office of the A.R.A.III, and recorded in Book No. IV, Volume no. 1903-2022, page from 8399 to 8418 Being no. 190300125 for the year 2022 after taking delivery of the Deed of conveyance for rectifying the R.S. Khatian No. From 737/1806 to 1806.

**AND WHEREAS** during enjoyment over their share of land **the legal heirs of Sachindra Nath Das namely Archana Das, Subhodeep Das, Ranusree Das Poddar and Rupasree Gomes** jointly sold their undivided 1/6<sup>th</sup> share i.e. 1 cottah 5 sq.ft. land to Sri Samir Kumar Das being the owner no.1 herein and the Deed of Conveyance was registered in the Office of the A.R.A. III on 18.12.2021 and recorded in Book No. - I, being no. 190315258 for the year 2021. A Deed of declaration was registered on 4.2.2022 in the office of the A.R.A.III, and recorded in Book No. IV, Volume no. 1903-2022, page from 9491 to 9507 Being no. 190300126 for the year 2022 after taking delivery of the Deed of conveyance for rectifying the R.S. Khatian No. From 737/1806 to 1806.

**AND WHEREAS** the owner no. 1 Sri Samir Kumar Das became the owner of ½ share of All that piece and parcel of **4 cottah 3 chittack 37 sq.ft. land** with structure situated under **R.S. Dag No. 1520**, R.S. Khatian No. 737 and **1 cottah 13 chittack 3 sq.ft. land** with structure situated under **R.S. Dag No. 1516**, R.S. Khatian No.738, both the lands are situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, under Rajpur Sonarpar Municipality Ward no. 28, having holding no. 389, in

street Mahamayatala, Kolkata - 700084, P.S.- Sonarpur, District- South 24 Paraganas apart from the land that was received from Ila Das .

**AND WHEREAS** apart from the undivided half share of All that piece and parcel of **4 cottah 3 chittack 37 sq.ft. land** with structure situated under **R.S. Dag No. 1520**, R.S. Khatian No. 1806 and **1 cottah 13 chittack 3 sq.ft. land** with structure situated under **R.S. Dag No. 1516**, R.S. Khatian No.738, both the lands are situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, under Rajpur Sonarpur Municipality Ward no. 28, having holding no. 389, in street Mahamayatala, Kolkata - 700084, P.S.- Sonarpur, District- South 24 Paraganas, Sri Samir Kumar Das the owner no.1 became the owner of All that piece and parcel of land measuring **1 cottah 5 chittack 42.4 sq.ft.** (more or less) situated at Mouza - Barhans Fartabad, J.L. No. 47, Touzi No. 109, **R.S. Dag no. 1519/1785**, R.S. Khatian no. 519, Pargana - Madanmolla, under Rajpur Sonarpur Municipality out of which All that piece and parcel of land measuring (1.5 satak) land i.e. **14 chittack 23.4 sq.ft.** land was received vide Bengali Danpatro dated 15.11.89 registered in the office of the A.D.S.R Sonarpur recorded in Book No. - I, Volume No. -127, pages 12-15, Being no. 6444, for the year 1989 and All that piece and parcel of land measuring **7 chittack 19 sq.ft.** only was received Vide Bengali Kobala Dated 29.08.1989 Registered in the Office of the A.D.S.R Sonarpur and recorded in Book No. - I, Volume No. -112, pages 112-118, Being No. 5680 for the year 1989, which is also recorded and mutated in the name of Samir Kumar Das in the records of Rajpur Sonarpur Municipality as holding No. 281, in street of Mahamayatala, Kolkata - 700084, P.S.- Sonarpur, District- South 24 Paraganas.

**AND WHEREAS** thus **Sri Sambhunath Das, Debendranath Das and Manindranath Das** each became the owner of undivided  $1/6^{\text{th}}$  portion of **6 cottah 40 sq.ft. land** with





structure i.e. each of them being entitled to All that piece and parcel of 1 cottah 6.6 sq.ft. land along with structure situated under **R.S. Dag No. 1516 and 1520**, R.S. Khatian No.738 and 1806 both the lands are situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, under Rajpur Sonarpar Municipality having holding no. 389, in street Mahamayatala.

**AND WHEREAS** thus Sri **Sambhunath Das, Debendranath Das and Manindranath Das** being the owner of their respective share of land i.e. each being entitled to All that piece and parcel of 1 cottah 6.6 sq.ft. land totalling **3 cottah 20 sq.ft. land** along with 500 sq.ft. structure situated under **R.S. Dag No. 1516 and 1520** R.S. Khatian No.738 and 1806 both the lands being situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, under Rajpur Sonarpar Municipality having holding no. 389, in street Mahamayatala and **Samir Kumar Das** being the owner of **3 cottah 20 sq.ft. land** with structure out of All that piece and parcel of 6 cottah 40 sq.ft. land along with 500 sq.ft. structure situated under **R.S. Dag No. 1516 and 1520** R.S. Khatian No.738 and 1806 both the lands are situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, under Rajpur Sonarpar Municipality having holding no. 389, in street Mahamayatala and the owner of All that piece and parcel of land measuring **1 cottah 5 chittack 42.4 sq.ft.** (more or less) along with 500 sq.ft. structure situated at Mouza - Barhans Fartabad, J.L. No. 47, Touzi No. 109, **R.S. Dag no. 1519/1785**, R.S. Khatian no. 519, Pargana - Madanmolla, under Rajpur Sonarpur Municipality as holding No. 281, in street of Mahamayatala decided to erect a structure over the said land after demolishing the old structure and amalgamating the said properties, but due to paucity of money and their inexperience they were in search of a Developer.

**AND WHEREAS** knowing the said intention of the owners herein and their inability to

specific allocation of the parties herein and also the new holding number of the entire property and as such the Developer herein and the Owners herein have entered into this Development Agreement and power of attorney.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows :-

**ARTICLE - I, DEFINITION**

**OWNERS** - shall mean **1. SRI SAMIR KUMAR DAS**, PAN NO. AFYPD5629K, AADHAAR NO. 599420258914, **2. MANINDRANATH DAS**, PAN NO. CAJPD8284L, AADHAAR NO. 299015030026, **3. DEBENDRANATH DAS**, PAN NO. BLHPD6200N, AADHAAR NO. 693612060851, **4. SHAMBHUNATH DAS** PAN NO. CFRPD9786E, AADHAAR NO. 889835500471, all are s/o Late Nishakar Das, all are residing at Mahamayatala, Garia Main Road, P.O.- Garia, P.S.- Sonarpur now Anandapore, Kolkata - 700084, District - South 24 Paraganas, and their respective heirs, executors, administrators, legal representatives and assigns.

**2. DEVELOPER** - shall mean **ANJANEYA BUILDERS AND PROMOTERS PRIVATE LIMITED** PAN NO. AAECA5645E, having it's registered office at 53, Garfa Main Road, P.O.- Santoshpur, P.S.- Purba Jadavpur, Kolkata- 700075, represented by one of it's directors Mr. Kailash Chand Agarwal, PAN NO. AAGPI6934F, AADHAAR NO. 66612445, residing at 3 no. Vidyasagar Sarani, Santoshpur, Kolkata - 700075 District: 24 Parganas (South) (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said company and it's executors, representatives, administrators and permitted assigns).

**3. THE SAID PROPERTY** - Shall mean All that piece and parcel of **4 cottah 3 chittack 37 sq.ft. land** with structure situated under **R.S. Dag No. 1520**, R.S. Khatian No. 1806 and **1 cottah 13 chittack 3 sq.ft. land** with structure situated under **R.S. Dag No. 1516**, R.S. Khatian No.738, both the lands are situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, having holding no. 389, in street Mahamayatala, Kolkata - 700084, P.O.- Garia, P.S.- Sonarpur now Anandapore, under Rajpur Sonarpar Municipality Ward no. 28, District- South 24 and All that piece and parcel of land measuring **1 cottah 5 chittack 42.4 sq.ft.** (more or less)



located at Mouza - Barhans Fartabad, J.L. No. 47, Touzi No. 109, **R.S. Dag no. 1519/1785**, R.S. Khatian no. 519, Pargana - Madanmolla, having holding no. 389, in street Mahamayatala, Kolkata - 700084, P.S.- Sonarpur, under Rajpur Sonarpur Municipality Ward no. 28, District- South 24.

4. **OWNER'S ALLOCATION** - The Developer shall allot the Owner's area in the new building in the following manner :

- a) 50% of the commercial area in the Ground floor,
- b) Total 2<sup>nd</sup> floor,
- c) 50% of the garage portion,

A separate non refundable amount of Rs. 7,50,000/- will be paid to Samir Kumar Das and another separate non refundable amount of Rs. 7,50,000/- will be paid jointly to the rest of the owners on completion of the 1<sup>st</sup> floor casting of the new building.

The Developer will provide 3 shifting @ Rs. 7000/- per shifting till the new flat is handed over by the Developer. Be it mentioned that the owners have agreed to sell four garage portion to the Developer or it's nominated persons at the then market value.

5. **DEVELOPER'S ALLOCATION** : Shall mean that the Developer will take

- a) 50% of the commercial area in the Ground floor
- b) Total 1<sup>st</sup> floor, 3<sup>rd</sup> floor and 4<sup>th</sup> floor
- c) 50% of the garage portion.

6. **ENGINEER/ARCHITECT** : Shall mean such person or persons who shall be appointed by the Developer for supervising the construction of the building.

7. **BUILDING PLAN** - Building plan drawn by the Architect.

8. **COMMON EXPENSES** - shall mean and include proportionate share of the cost, fees, charges and other outgoings, charges and expenses for working, maintenance upkeep, repair and replacement of the common parts, common amenities in the new building from the date of possession thereof.

9. **SALEABLE SPACE** : shall mean the space developers allocation of the sanctioned area including stairs, lift, and passage in the new Building available for independent use and occupation by the Developer after making due provisions for common facilities and



space required thereof and after providing the Owner's allocation in a habitable manner.

10. **COMMON AREAS AND COMMON FACILITIES** - Shall include stairways, passageways, on the Ground Floor, roof, water, pump and motor and other facilities which may be mutually agreed upon between the parties hereto and required for the establishment, location, enjoyment provision, maintenance and/or management of the new building which shall always remain as joint property of the Owners and/or their nominee or nominees or legal heirs and the Developer and/or its respective nominee or nominees.
11. **OLD BUILDING** : shall mean the said old structure standing at the said property.
12. **NEW BUILDING** : shall mean the proposed **multistoried building** consisting of several flats/spaces and other structures which the parties hereto propose to erect in or upon the said property.
13. **TIME** : Shall mean the completion of the construction work i.e.36 **months** from the date of obtaining sanction plan and the same may be extended for more 6 months as per consent of both the parties.
14. **ROOF** : shall mean and include the entire open space of the ultimate roof and/or top of the new building, excluding the space required for installation of the overhead tank, T.V. Antenna/satellite disk, stair-case cover and other facilities.
15. **TRANSFeree** : shall mean the person or persons to whom any space in the building has been agreed to be transferred.
16. **ENCUMBRANCES** : shall mean charges, liens, lispence, claims, liabilities trusts, demands, acquisitions and requisitions of Government and public authorities.
17. **FORCE MAJURE** : shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike lock out etc.
18. **SUPER BUILT UP AREA** : shall mean and include total constructed flat area along with proportionate common passage, stair cases and landings etc.
19. **SINGULAR NUMBER** : shall include the plural and vice-versa.

#### **ARTICLE - II, COMMENCEMENT**

This agreement shall be effective from the date hereof.

#### **ARTICLE - III, OWNERS RIGHTS AND REPRESENTATION**

The Owners are solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said premises and have agreed to make over and deliver to the Developer the possession of the said premises for the purpose of the development (including Preliminary work) on the terms and conditions hereinafter stated.

2. The Owners have a good, clear absolute marketable title to enter into this Agreement with the Developer.
3. None else other than the owners have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
4. No notice of acquisition or requisition have been received or has been served upon the Owners nor the Owners are aware of any such notice or order of acquisition or requisition in respect of the said premises or property or any part thereof.
5. That there is no suit or proceedings pending regarding the title in respect of the said property or any part thereof before any Court within the jurisdiction or any court within the territory of India.
6. That the Owners are solely responsible for handing over the amalgamated vacant possession of the said Premises to the Developer for construction purpose i.e. construction of the Building on the said premises.
7. That the Owners shall have every right to inspect the progress of construction work time to time without disturbing the construction work in any manner whatsoever.

#### **ARTICLE - IV, DEVELOPER'S RIGHTS**

1. The Owners hereby grant subject to what has been hereunder provided exclusive right to the Developer to construct the New Building thereon in accordance with the building plan with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.
2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said premises or any part thereof to the Developer or creating any right title or interest in respect thereof to the Developer other than an exclusive license for the purpose of development of the said premises in terms hereof and to deal with it's allocation after providing the Owner's allocation as per the terms of these presents.

#### **ARTICLE - V, POSSESSION**

1. Possession of the said premises will be handed over by the Owners on the date of



gning this Development Agreement to the Developer for construction purpose on the said plot of land as per the terms of this Development Agreement.

2. The Developer after obtaining the possession of the said premises from the Owners shall issue a letter for possession of the said premises to the Owners.

#### **ARTICLE - VI, PROCEDURE**

1. Development Power of Attorney : The Owners shall grant proper authority to the Developer by executing a Development Power of Attorney duly registered as may be required by the Developer for the purpose of the construction of the new building on the said premises and represent the Owners for all purpose in connection with the construction work of the said building before the appropriate authorities along with execution of and registration of Agreement for Sale and Deed of Conveyance of Flats and other spaces within the Developer's allocation of the said Building provided the same shall not create any financial liabilities upon the Owners for construction of the New building in any manner whatsoever.

2. Further Acts : Notwithstanding grant of the aforesaid Power of Attorney the Owners hereby undertakes that the Owners will sign all papers, documents, plans, modified plans, deeds etc. required for the construction of the New building at the Developer's cost as per requisitions of the Developer.

#### **ARTICLE - VII, BUILDING**

1. The Developer shall at its own cost and expenses construct erect and complete the building at the said premises in accordance with the Building Plan, modified building plan and in conformity with such specifications, with the best basic materials with an intent that the said building will be a decent and strong residential building with fittings and fixtures as are mentioned in the FIFTH SCHEDULE hereunder written.

2. Subject to the aforesaid the decision of the Architect engaged in the said project appointed by the Developer regarding the quality of the basic building materials shall be final and binding on the parties hereto.

3. The Developer at its own cost and expenses shall be authorized in the name of the Owners to apply and obtain quotas, and other allocations for cement, steel, bricks and other building materials, allocable to the Owners for the construction of the building and similarly apply to obtain temporary and permanent connection of water, electricity, gas, power if necessary and permanent drainage and sewerage connection to newly built up



building and other inputs and facilities required for the construction and enjoyment of the building.

4. The Developer at its own cost, fees, charges and expenses construct and complete the said new building and various units and/or apartments therein provided the Developer shall get the vacant possession of the said premises from the Owners.

#### **ARTICLE - VIII, DEALING OF SPACE IN THE BUILDING**

1. The Developer shall on completion of the new building put the Owners into undisputed possession of the Owners allocation **TOGETHER WITH** the rights in proportionate share of land, common areas, facilities and amenities. The Owners' Allocation shall be completed in all respects and shall be provided with the fixture & fittings and all amenities as set out in the **FIFTH SCHEDULE** hereinafter stated.

2. The Owners shall be entitled to transfer or otherwise deal with the Owners allocation in the new building to be constructed by the Developer after getting the Owners allocation from the Developer.

3. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to alter, reshape, remodel, transfer or otherwise deal with or dispose of the same to a good person without any prior information to the Owners herein and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.

4. After completion of the building in all respect and after handing over the Owner's allocation in the Building by the Developer the Owners or their Constituted Attorney shall execute the Deed of Conveyance or Conveyances as Vendor in favour of the Developer or its nominee or nominees in such part as shall be required for the Developer's allocation PROVIDED HOWEVER the cost of such conveyance or conveyances, including stamp duties and registration fees and expenses and all other legal expenses shall be borne and paid by the Developer or it's nominee or nominees.

5. That the Developer shall deal with the local hazard, fire, any accidents, hospitalization and medical etc. and take appropriate insurance coverage as warranted or essential.

#### **ARTICLE - IX, COMMON FACILITIES**

1. After completion of the new building as per Building Plan and specification, the Developer shall handover the allocation to the Owners as mentioned in the Second

schedule hereto and the remaining portion of the Building shall be the exclusive right of the Developer. The Owners and the Developer shall punctually and regularly pay the rates and taxes for his respective portion to the appropriate authorities and both of them shall keep each other indemnified against all claim, action, demand, cost, charges, expenses whatsoever.

2. Any transfer of any part of the Owners allocation in the new building shall be subject to the provisions hereof and the party of the Owners thereafter be responsible to pay the said rates and service charges for the common facilities in respect of the space transferred to him/them.

#### **ARTICLE - X - COMMON RESTRICTION**

1. The Owners' Allocation in the building shall be subject to the same restrictions and use as applicable to the Developer's allocation in the building intending for common benefits of all the occupiers of the building, which shall include the following.
2. Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity or not to use for any purposes which may cause any nuisance or hazard to the other occupiers of the building.
3. Neither party shall demolish or permit to be demolished any wall or any structure in their respective allocation or any portion thereof or make any structural alteration either major or minor therein which will affect the other owner/owner without the written consent of Owner/owners and others.
4. Neither party shall transfer or permit to be transferred of his/her/their respective allocation or any portion thereof unless.
  - a) Such party shall observe and perform all terms and conditions on their respective parts to be observed and/or performed.
  - b) The proposed transferee shall give a written undertaking to that effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in respect to area in his/her/their possession.
5. Both the parties shall abide by all laws, bye-laws, rules and regulations of the government, local bodies as the case may be and shall attend to answer and be responsible for any deviation/ violation and/or breach of any of the said laws, bye-laws, rules and regulations.



The respective allottee shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances, floor and ceiling etc. of their respective allocations in the building in good working condition and repair and in particular not to cause any damage to the building or any other space or accommodation therein.

7. Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

8. No goods or items shall be kept by any party for display or otherwise in the corridor or at any other place of common use and enjoyment in the building and no hindrance shall be caused in any manner in the free movement of the users in the corridors and other places of common use and enjoyment in the building.

9. Neither party shall throw or accumulate any dirt, rubbish or refuse or permit the same to be thrown or accumulate in or about in the Building or in the compound, corridors or any other portion of the building.

#### **ARTICLE - XI - OWNERS OBLIGATION**

1. The Owners doth hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from making Agreement for Sale and /or disposing its part (Developer's allocation) of the building or at the said Premises.

2. The Owners doth agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises to be constructed by the Developer subject to the condition that owner has every right to inspect the construction time to time progress of construction.

3. The Owners doth agree and covenant with the Developer not to let out, lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction and till the date of completion of the total transaction in pursuance of these presents.

4. The Developer will not be liable for any financial obligation of the owners towards any bank/financial institution or any individual in any manner whatsoever and if any third party has any claim or demand in the suit property then the same should be immediately resolved by the owners or else if the Developer feels it can stop the construction and thereby sell the land with the then construction and recover it's money spent till that day for the property and the money paid to the owners.



**ARTICLE - XII, DEVELOPER'S OBLIGATION**

1. The Developer hereby agrees and covenants with the Owners to complete the construction work of the Building on the said premises within 36 months from the date of obtaining the sanctioned building plan. If the said project is not completed within the aforesaid stipulated time in that case the owners shall extend the said period for another 6 months after 36 months for completion of the total project and after the completion of the 42 months from the date of sanction of the plan if the construction is not completed by the Developer then the Developer will pay Rs. 20,000/- per month jointly to the owners for each months delay.

2. The Developer shall not have any right, title and interest in the Owners allocation together, with the proportionate share of land, facilities and amenities which shall solely and exclusively belong and continue to belong to the Owners.

3. That firstly the Developer will have to deliver the entire completed possession of the Owner's allocation in the Building then the Developer will be entitled to deliver the possession of the Flats and other spaces within the Developer's allocation in the Building to third party but the Developer will be entitled to enter into any Agreement for Sale of Flats and other spaces within the Developer's allocation with any Intending Purchaser or Purchasers and to receive the advance / booking money and/or consideration money for the sale of the same within the Developer's allocation prior to handing over owners allocation.

The Developer shall not be entitled to deal with the Owners allocation of the Building to be constructed on the said premises and it is within the discretion of the Owner.

4. The Developer shall assign the benefits of this agreement to any person/body/firm but the Developer shall execute the construction work of the new building to be constructed on the said premises by appointing Engineer, Architect, Supervisor and workmen for completion of all works of the building to be constructed on the said premises.

5. After completion of construction, in accordance with the building plan the Developer is bound to deliver the owner' allocation first, then the Purchasers/Intending Buyers or other from the developer's Allocation.

**ARTICLE - XIII, OWNER'S INDEMNITY**

The Owners doth hereby undertake that the Developer shall be entitled to the said

construction and shall enjoy its allocated space without any interference or disturbance from the Owners, provided the Developer shall perform and fulfill all the terms and conditions herein contained and/or their part to be observed and performed.

#### **ARTICLE - XIV, DEVELOPER'S INDEMNITY**

The Developer doth hereby undertake to keep the Owners and their legal heirs and nominees indemnified against all actions cost suits and proceedings and claim that may arise out of the Developer's acts, deeds, matters, things, affairs, commission or otherwise with regard to the development of the premises and/or in the matter of construction of the said building and/or defect therein.

#### **ARTICLE - XV, MISCELLANEOUS**

1. The Owners and the Developer have entered into this Development Agreement purely as Joint Venture basis.
2. It is understood from time to time to facilitate uninterrupted Construction of the building by the Developer various deeds, documents, matters and things not herein specified may be required to be done and various application and other documents may be required to be signed by the Owners relating to which specific provision may not have been mentioned herein the Owners hereby undertakes to do all such acts, deeds, matters and things and the Owners hereby undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe on the rights of the Owners and/or against the spirits of these presents.
3. The Owners shall not be liable for any Income-tax, property Tax or any other taxes in respect of the Developer's allocation which is the sole responsibility of the Developer but the owners will be liable to pay the GST imposed upon their allocation and the Developer shall always keep the Owners indemnified against all actions/claims, suits proceedings, cost, charges and expenses in respect thereof.
4. Any notice required to be given by the Developer to the Owners shall without prejudice to any other mode of service available be deemed to have served on the Owners if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due to the last known address of the Owners and vice-versa. ✓
5. From the date of handing over possession of the new building each party shall be liable to pay and bear proportionate share of rates and taxes in respect of each respective



aces.

5. As soon as the building is completed in accordance with the building plan within the time herein above mentioned the Developer shall give Possession Letter to the Owners regarding handing over of the Owners allocation in the new building and simultaneously hand over the Owner's allocation in the new Building.
7. The building proposed to be constructed by the Developer shall be made at its own cost and expenses fully in accordance with the specification as mentioned and described in the Fifth Schedule hereunder written.
8. During the period of construction of the proposed multi storied Building, if any local disturbances arises, the Developer is responsible to clear up the litigation at their own cost and expense, the owner shall extend all possible co-operation for clearing up the litigation.
9. The Owners shall pay the rates and taxes in respect of the said property upto the date of execution of this Development Agreement and the Developer shall be liable and responsible to pay the rates and taxes in respect of the said property from the date of taking over the possession of the said premises from the Owners till the date of handover of Owner's allocation in the Building to the Owners and the Owners are liable to pay the rent and taxes in respect of the Owner's allocation of the Building from the date of taking over the said allocation. After allotment of Owner's allocation to the Owners, the Developer shall be responsible and liable for payment of rates and taxes in respect of the Developer's allocation in the Building.
10. The original title deeds, Tax Receipts of the Rajpur Sonarpur Municipality including Mutation Certificate, receipt and other related deeds and documents in respect of the said property shall be delivered by the owners to the Developer at the time of execution of this Development Agreement and the Developer shall return the said original documents after completion of the said project to the Owners Association.

**ARTICLE XVI - ARBITRATION :**

- I. Save and except what has been specifically stated hereunder all disputes and differences between the parties hereto arising out of this agreement shall be adjudicated by reference to arbitration appointed by appointing Arbitrator by both the sides herein and this clause shall be deemed to be a submission within the meaning of the Arbitration and conciliation act, 1996 and its statutory modification and/or reenactments thereof from time to time.



Notwithstanding the arbitration clause as referred to hereinabove the right to use for specific performance of this contract by one party against the other shall remain unaltered.

#### **ARTICLE - XVII, JURISDICTION**

For adjudication of dispute and differences between the parties hereto in any manner relating to or arising out of these presents or in any way connected with the land and/or building the Ld. Court having jurisdiction over the said property will be the actual forum.

#### **ARTICLE - XVIII, FORCE MAJEURE**

1. The parties hereto shall not be considered to be liable for any obligations hereunder written to the extent in respect of existence of 'Force Majeure'.
2. Force Majeure shall mean flood, earthquake, Labour Strike, local problem, tempest and/or other act or commission beyond the control of the parties hereto.
3. In case of Force Majeure, the time for completion of the construction of the new building shall be extended mutually in writing.
4. Time is the essence of contract herein.

#### **DEVELOPEMENT POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS** that **We, 1. SRI SAMIR KUMAR DAS**, PAN NO. AFYPD5629K, AADHAAR NO. 599420258914, **2. MANINDRANATH DAS**, PAN NO. CAJPD8284L, AADHAAR NO. 299015030026, **3. DEBENDRANATH DAS**, PAN NO. BLHPD6200N, AADHAAR NO. 693612060851, **4. SHAMBHUNATH DAS** PAN NO. CFRPD9786E, AADHAAR NO. 889835500471, all are s/o Late Nishakar Das, all are residing at Mahamayatala, Garia Main Road, P.O.- Garia, P.S.- Sonarpur now Anandapore, Kolkata - 700084, District - South 24 Paraganas, (S)hereinafter called and referred to as "the PRINCIPALS" **SEND GREETINGS** ::-

**WHEREAS** the Principals herein are the sole and absolute joint Owners of All that piece and parcel of **4 cottah 3 chittack 37 sq.ft. land** with structure situated under **R.S. Dag No. 1520**, R.S. Khatian No. 1806 and **1 cottah 13 chittack 3 sq.ft. land** with structure situated under **R.S. Dag No. 1516**, R.S. Khatian No.738, both the lands are situated under Mouza - Barhans Fartabad, J.L. No.47, Touzi No.109, having

holding no. 389, in street Mahamayatala, Kolkata - 700084, P.S.- Sonarpur now Anandapore, under Rajpur Sonarpar Municipality Ward no. 28, District- South 24 and All that piece and parcel of land measuring **1 cottah 5 chittack 42.4 sq.ft.** (more or less) situated at Mouza - Barhans Fartabad, J.L. No. 47, Touzi No. 109, **R.S. Dag no. 1519/1785**, R.S. Khatian no. 519, Pargana - Madanmolla, having holding no. 389, in street Mahamayatala, Kolkata - 700084, Sonarpur now Anandapore, under Rajpur Sonarpar Municipality Ward no. 28, District- South 24, which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written, and entered into this registered Development Agreement along with Power of Attorney with **ANJANEYA BUILDERS AND PROMOTERS PRIVATE LIMITED** PAN NO. AAECA5645E, having it's registered office at 53, Garfa Main Road, P.O.- Santoshpur, P.S.- Purba Jadavpur, Kolkata- 700075, represented by one of it's directors Mr. Kailash Chand Agarwal, residing at 3 no. Vidyasagar Sarani, Santoshpur, Kolkata - 700075 PAN NO. AAGPI6934F, AADHAAR NO. 66612445, P.O.- Santoshpur, P.S. - Garfa, Kolkata-700053, District: 24 Parganas (South), on the terms and conditions contained herein, hereinafter referred to as "the **DEVELOPMENT AGREEMENT TOGETHER WITH POWER OF ATTORNEY**".

**AND WHEREAS** in the Development Agreement it was/is interalia stated that the Developer shall allot the Owner's area in the new building in the following manner :

- a) 50% of the commercial area in the Ground floor,
- b) Total 2<sup>nd</sup> floor,
- c) 50% of the garage portion,

A separate non refundable amount of Rs. 7,50,000/- will be paid to Samir Kumar Das and another separate non refundable amount of Rs. 7,50,000/- will be paid jointly to the rest of the owners on completion of the 1<sup>st</sup> floor casting of the new building.

The Developer will provide 3 shifting @ Rs. 7000/- per shifting till the new flat is handed over by the Developer. Be it mentioned that the owners have agreed to sell four garage portion to the Developer or their nominated persons at the then market value.

**AND WHEREAS** in pursuance of the Development Agreement entered between ourselves and the Developer and in pursuance of understanding between the Parties it is necessary and also expedient for us to appoint to look after all our said property affairs during our absence.

**NOW KNOW ALL BY THESE PRESENTS** we, the above named Principals do hereby and



we under nominate, constitute and appoint **ANJANEYA BUILDERS AND PROMOTERS PRIVATE LIMITED** PAN NO. AAECA5645E, having it's registered office at 53, Garfa Main Road, P.O.- Santoshpur, P.S.- Purba Jadavpur, Kolkata- 700075, represented by one of it's directors Mr. Kailash Chand Agarwal, residing at 3 no. Vidyasagar Sarani, Santoshpur, Kolkata - 700075 PAN NO. AAGPI6934F, AADHAAR NO. 66612445, P.O.- Santoshpur, P.S. - Garfa, Kolkata- 700053, District: 24 Parganas (South), as our true and lawful Attorney in our name and on our behalf to do and execute and perform or caused to be done and executed and performed all or any of the following acts, deeds and things

1. To develop our said property and to construct a multistoried Building at the said property.
2. To sign, apply for and obtain on our behalf any Building Plan, for the construction of the said Building for us and on our behalf.
3. To sign, execute and register any Deed of Exchange, Gift, Declaration, Affidavit in respect of our said property for the purpose of amalgamation, mutation and other related works to complete the proposed Building smoothly.
4. To engage Masons and Labours, Engineers, Supervisors, Surveyors and to purchase necessary Building materials for us and on our behalf.
5. To appear for us and on our behalf before the Rajpur Sonarpur Municipality, B.L. & L.R.O, and other local and/or statutory Authorities and all Government or Semi-Government Offices and to apply for obtaining sanctioned permit, license, water supply, drainage, electric supply and all services etc. as may be required for the construction of the said Building at the said property.
6. To deposit all fees, charges, money before the Authorities concerned in our name and on our behalf.
7. To issue forms, brochures, designs, plan and booklets and to invite intending Purchaser/s of the Flat/s and other spaces in Developer's allocation to any Purchaser/s at such prices as our said Attorney in their absolute discretion, thinks fit and proper and to agree upon and to enter into Agreement/s for Sale and/or to repudiate the same.
8. To sign and execute any Agreement/s etc. in respect of the Developer's allocation



together with undivided proportionate share of land and common areas and facilities according to the terms and conditions of the said Development Agreement regarding Flats to be constructed in favour of any person, association of persons, company both private limited and public limited and to any other business and partnership firm and to receive from them any earnest money in their name and/or in the name of the Firm and to give or issue valid receipt for the same.

9. In case of sale, to execute, sign proper Conveyances for the different saleable Flat/s in favour of the intending Purchaser/s and to give possession of the Flat/s to present before the Registrar of appropriate jurisdiction, all Deed/s of Conveyance for registration in our name and on our behalf and to receive consideration money either in cash or by cheque from the intending Purchaser/s either in their name and to be credited in their account and to give proper receipt and discharge for the same only for the Developer's allocation after making delivery of possession of the Owner's allocation as per Developer's Agreement.

10. To apply for and obtain Income Tax Clearance Certificate and/or certificate under Section 230A (I) and/or under the Urban Land Ceiling and Regulations Act, 1976 and other laws relating to the revenue and/or land and/or Building in Urban land as may be required for execution and/or registration of any sale deed, lease deed and other documents of transfer as per Transfer of Properties Act, 1882, regarding Developer's allocation in the said premises and Building and also to appear before and sign and submits all papers and documents and make representation to the appropriate authority/ies for getting such certificate and/or permission.

11. To apply for and obtain temporary and permanent connection of Kolkata Municipal Corporation water supply, electricity, drainage, sewerage, gas and/or power for the said Building required for the construction, use and enjoyment of the Building, to sign all such applications, forms and documents as shall be required for the said development project.

12. To supervise, manage and conduct all sorts of administration in respect of the demised plot of land which we now have to handle all sorts of official matters, letters arisen in course of concerned matters with our said property/premises and to sign,