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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

S-2/22 61396 L 564527

11-10 am
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Certified that Signature Sheet
Attached herewith are part
of the documents.

Signature

Adl. Dist Sub-Registrar
UTTARPARA, HOOGHLY

02 NOV 2021

DEVELOPMENT AGREEMENT CUM POWER OF ATTORNEY

This is made on this the 02nd day of November, 2021
(Two Thousand and Twenty One);

BETWEEN

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(2)

SRI AMIT GHOSH (PAN-ADXP8080C) Son of Late sudhir Kumar Ghosh , by faith-Hindu, By Nationality - Indian, by occupation- Retired ,, residing at Present- 67/A/9 Haran Chandra Banerjee Lane P.O- Konnagar, P. S- Uttarpara, Hooghly, West Bengal- 712235, hereinafter called and referred to as the **OWNER**(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

"AG CONSTRUCTION" PAN **ABUFA9584G.** in Principal place of business situated at **25/C/1, Bancharam Mitra Lane ,P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235** represented by its Partners namely-----

1. SHRI GOPAL AGARWAL, PAN: **AVZPA0192R,** Aadhaar No. **6700**

3922 0663 son of Late Parameswar Lal Agarwal, by faith Hindu, by occupation- Business, residing Permanently---at "SHYAM-KUNJ" 5A ,on Fifth Floor, P.O.Barabahera, P.S Uttarpara ,Dist: Hooghly Pin 712246,(W.B),

2. SHRI NIKHILESH GHOSH, PAN — ADSPG6049E, Aadhaar

No.**ADSPG6049E** ,Son of Late Santosh Chandra Ghosh, by faith Hindu, by occupation-Business, residing Permanently at 23, Matilal Mukherjee Garden Lane, P.O. Konnagar, P.S. Uttarpara, Dist-Hooghly, Pin-712235 , (W.B.),

3. SHRI DEEPAK KUMAR AGARWAL, PAN —

BHCPA2931C, Aadhaar No. **4466 6850 9563** son of Shri Mahendra Kumar Agarwal, by faith Hindu, by occupation Business, residing Permanently at "SHYAM - KUNJ" 5A, on Fifth Floor,, P.O. Barabahera, -P.S.-Uttarpara, Dist: Hooghly Pin 712246,(W.B), hereinafter called and referred to as the **"DEVEL**

OPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) of the

SECOND PART.

WHEREAS all that piece and parcel of Bastu land measuring **01 (One) Katha 14 (Fourteen) Chatak 20 Sq. ft.** OR .031 Saharangsha be the same or little more or less alongwith Pucca structure measuring covered area along with structure measuring 700 Sq.ft on ground floor 850 Sq.ft on first floor and also 250 Sq.ft on second floor constructed thereon, lying and situate at Mouza Konnagar, J.L. No. 7, Touzi No 409 B-1 comprised in R.S. Dag No. 1850/2201, under R.S. Khatian No.3130/1 Eja -4376 corresponding to L.R. Dag No. 3452 under L.R. Khatian No.546/1, being Municipal Holding No. 78, Rammohan Place, P.O. Konnagar, P.S.Uttarpara, District Hooghly, Pin - 712235 under Konnagar Municipality, Ward No. 17 and within the precinct of the A.D.S.R. Office, Uttarpara, Hooghly, (hereinafter called and referred to as the said property) more fully and particularly mentioned in the **FIRST SCHEDULE** written hereunder, is the property which is the subject matter of this Development Agreement with General Power Attorney.

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WHEREAS one **Sri Amit Ghosh** absolutely seized and possessed of the said property alongwith other properties which he purchased from sudhir Kumar Ghosh, by virtue of a Sale Deed registered on 7th day of January, 1985 and registered in the office of the Sub-Registrar, Serampore, Hooghly and recorded therein in Book No. 1, Volume No. 2, Pages 205 to 213 being No. 92 for the year 1985 and since then he has possessed and enjoyed the same and started paying rent and taxes to the appropriate authorities in respect of the same free from all sorts of encumbrances without any interruption from whomsoever.

WHEREAS Now The Owner mentioned herein above are enjoying the first schedule property and was in searched of a developer and the developer herein having come to know the desire of the owners approached to the development of the said land by demolishing the existing structure for which the parties hereto agreed on the terms and conditions here in after appearing.

NOW THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:-

In this presents unless it is repugnant to or inconsistent with the context, the words or expressions mentioned above and also those mentioned below shall have the meaning as assigned to it respectively.

COMMENCEMENT OF THE AGREEMENT:-

This agreement shall come into force with immediate effect from the date of execution of this agreement.

DEFINITIONS:-That in this agreement unless otherwise agreed upon the following expressions will have the following meaning.

PROPERTY/ PREMISES shall mean the property of Bastu land measuring about more or. less **01 (One) Katha 14 (Fourteen) Chatak 20 Sq. ft. OR .031** Saharangsha along with structure measuring 700 Sq.ft on ground floor 850 Sq.ft on first floor and also 250 Sq.ft on second floor comprised in R.S. Dag No. 1850/2201, under R.S. Khatian No.3130/1 Eja -4376 corresponding to L.R. Dag No. 3452 under L.R. Khatian No.546/1, being Municipal Holding No. **78, Rammohan Place**, P.O. Konnagar, P.S.Uttarpara, District Hooghly, Pin - 712235 under Konnagar Municipality, Pin Code - 712235.

BUILDING DESCRIPTION: Sanctioned plan shall mean the plans which also includes all modifications, revisions and/ or amendments thereto for construction of new building at the said land to be sanctioned by Konnagar Municipality and also includes additions, alterations, modifications to be made by the developer.

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New building shall mean the blocks or buildings constructed and/ or being constructed and/ or to be constructed at the said land.

The building or buildings shall also includes residential, semi commercial building or buildings to be constructed on the said land by the developer or with such modifications as may be decided by the developer and the owner on the said property/ premises.

OWNER :

Owner Shall mean **Sri Amit Ghosh** (PAN-ADXP8080C) Son of Late sudhir Kumar Ghosh , by faith-Hindu, By Nationality - Indian, by occupation- Retired ,, residing at Present- 67/A/9 Haran Chandra Banerjee Lane P.O- Konnagar, P. S- Uttarpara, Hooghly, West Bengal- 712235,.

DEVELOPERS shall mean "**AG CONSTRUCTION**" PAN **ABUFA9584G**. a partnership firm in Principal place of business situated at **25/C/1, Bancharam Mitra Lane ,P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235** represented by its Partners namely-----

- 1. SHRI GOPAL AGARWAL**, PAN: **AVZPA0192R**, Aadhaar No. **6700 3922 0663** son of Late Parameswar Lal Agarwal, by faith Hindu, by occupation- Business, residing Permanently---at "SHYAM-KUNJ" 5A ,on Fifth Floor, P.O.Barabahera, P.S Uttarpara ,Dist: Hooghly Pin 712246,(W.B),
 - 2. SHRI NIKHILESH GHOSH**, PAN — **ADSPG6049E**, Aadhaar No. **ADSPG6049E** ,Son of Late Santosh Chandra Ghosh, by faith Hindu, by occupation-Business, residing Permanently at 23, Matilal Mukherjee Garden Lane, P.O. Konnagar, P.S. Uttarpara, Dist-Hooghly, Pin-712235 , (W.B.),
- SHRI DEEPAK KUMAR AGARWAL**, PAN — **BHCPA2931C**, Aadhaar No. **4466 6850 9563** son of Shri Mahendra Kumar Agarwal, by faith Hindu, by occupation Business, residing Permanently at "SHYAM -KUNJ" 5A, on Fifth Floor,, P.O. Barabahera, P.S.-Uttarpara, Dist: Hooghly Pin 712246,(W.B), hereinafter called and referred to as the "**DEVELOPER**"

OWNER ALLOCATION shall means **ALL THAT** the Owner namely- **Sri Amit Ghosh** is provided at time of registration Rs.3,50,000.00/- (Three Lakhs Fifty Thousand Only) and at the time of his Possession of his portion he will get Rs.2,75,000.00/- (two lakhs seventy five thousand) And one commercial space more or less 850 sft, covered aera in ground floor & one BHK FLAT Approx 500 Sq.ft S.B in second or third floor of this said building which is delivered **within 36** (thirty six) **months** from the date of sanction of building plan by the **Municipal Authority**.

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THE DEVELOPERS ALLOCATION mean and include ALL THAT total of covered area of total constructed area of sanctioned plan to be sanctioned by the Konnagar Municipality which will be provided. **TOGETHER WITH** impartible proportionate share in the land **TOGETHER WITH** the rights to use and enjoy all common areas and facilities of the land and the proposed building more particularly mentioned in the second schedule hereunder written.

MATERIALS TO BE USED FOR CONSTRUCTION OF THE BUILDING shall mean those materials which will be used for construction of the building.

COMMON AREAS INSTALLATIONS AND FACILITIES shall mean and include corridors, stairways, lobbies, passage ways, pump room, overhead water pump and motor, reservoir, underground tank, main gate, main entrance to be constructed on the proposed building, lifts and other facilities which are more particularly mentioned in the forth schedule hereunder written.

CO-OWNERS according to context shall mean all the persons who purchaser or agree to purchase or own unites / car parking space or any portion in the said building.

COMMON PURPOSES shall mean and include the purposes of managing maintain and up keeping the building to be constructed on the said premises (and in particular the common areas installations and facilities), rendering of common service in common expenses and dealing with the disbursement of the common expenses dealing with the matters of common interest of the co-owner and relating to their manual rights an obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas installatinalons and facilities in common.

PLANS shall mean Sanctioned plan and shall also mean the plans which also includes all modifications, revisions and/ or amendments thereto for construction of new building at the said land to be sanctioned by Konnagar Municipality and also includes additions, alterations, modifications to be made by the developer.

TITLE DEED shall mean all original documents and all papers of title of the said land which shall remain under the custody and control of developers and shall be produced as and when necessary to fulfill the object of this agreement and shall not be parted, dealt with any manner and after completion of the project the same to be handed over to the owners association and inspection by the developer, its intending purchasers, owners, their representatives and their intending purchaser and shall be allowed and also to make copies of the same.

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ARCHITECT shall mean such architect/ engineer who being appointed by the developer and who will design and plan, prepare modification of plan, alterations of the plan of the building on the said premises and obtained the required sanction for construction of such building from the appropriate authority.

ASSOCAITON: Establishment and all other expenses of the committee including its formation, office, establishment and miscellaneous expenses.

SUPER BUILT UP AREA according to the context shall mean (i) the plinth area of the said unit which includes inter alia the area of the covered balconies and servants quarter, if any attached thereto and also the thickness of the external and internal walls thereof and pillars and columns therein provided that if any wall pillar or column be common between two units then the one- half of the area under such wall or pillar shall be included in each such unit(ii) such proportionate share of the area of the common areas.

PROPORTIONATE OR PROPORTIONATELY according to the context Shall mean the proportion in which the super built- up area of the Units/portions in the building. PROVIDED THAT where it refers to the share of any rents and/or taxes amongst the common expenses , that such share of the whole shall be determined on the basis of such rates and/or taxes that are being respectively levied [i.e. in case the basis of any levy be area/rental income of user of the respective units by the co-owners respectively].

ARTICLE-II THE DEVELOPER'S OBLIGATION AND RIGHT:-

1. The Developer shall prepare the plan and submit the same to the owners as mentioned herein above for their approval and signature and after obtaining the approval of the "OWNERS" as mentioned hereinabove and their signatures on the plan shall submit to Konnagar Municipality as well as appropriate department for obtaining the sanction at the cost .and expenses of the developers. The developer will be at liberty to have the said land surveyed and/or measured at its own costs.
2. The developer will be at liberty to have the soil of the said land appropriately tested at its own costs.

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3. The developer shall ensure that the residential building to be erected on the said land shall be habitable with adequate electrical, telephone and domestic water supply connection, drainage and sewerage and obtained all necessary permission from the competent authority regarding completion of the building.
4. That Developer shall not discontinue or abandon the construction of the proposed building except the suspension of the work or due to force majeure event.
5. That developer shall pay all taxes outgoing payable of the said premises on and from the date of execution of this agreement of the entire property and up to the date of handing over possession of the owner's allocation or intimation to the owners as mentioned herein above in writing whichever is the earlier.
6. **PROVIDED HOWEVER** the developer shall be liable to pay taxes outgoing in respect of the developer's allocation even after completion of the building but the owners as mentioned herein above shall have to pay arrear rent/taxes or other outgoing (if any).
7. If required, the developer will be at liberty to modify after and amend the plan to be sanctioned by Konnagar Municipality or appropriate authority as the case may be in respect of the said land with the written consent of the owner as mentioned herein above.
8. The developer shall commence construction within one months from date of obtaining sanction plan and shall complete the construction within 36 months from the date of the areement. If due to force majeure or strike then in such event the period of construction will be extended until such situation become normal and further reasonable period will be given to the developer for completion of the building.
9. The developer hereby undertake to keep the "OWNERS" as mentioned herein above indemnified against all third party claims and action arising out of any sort of act or omission or commission of the developer in relation to the making of construction of the said building.
10. After obtaining the plan sanctioned and subject to the terms and conditions Herein after appearing, the developer shall be at liberty with exclusive right and authority to negotiate for the sale, lease, deal with dispose of the developer's allocation in respect of the floor / flat together with proportionate share of land excluding space provided

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under owner's allocation as mentioned herein before of the said proposed building of the said premises with any prospective buyers before or in course of the construction work of the said building at such consideration and on such terms and conditions as the developer shall think fit and proper. It is clearly agreed and declared by the party herein that the consideration money for such transfer as aforesaid including earnest money or initial payment or part payment received by the developer and the owners as mentioned herein above shall not have any right, share and will not be entitled to any portion thereof.

11. After obtaining the plan sanctioned and subject to the terms and conditions hereinafter appearing, the developer shall be entitled to enter into agreement for sale, lease or transfer in respect of developer's allocation on basis of the General Power of Attorney in the name of the developer and entitled to sign all necessary documents on behalf of the owners, however, that such dealings shall not in any manner fasten or create any financial and legal liability upon the owner as mentioned herein above.
12. The developer shall execute the deed of conveyance or conveyances in favour of the intending purchaser or purchasers of the developer's allocation of the building on behalf of the "OWNER" as mentioned herein above on the strength of the General Power of Attorney to be executed simultaneously in favour of the developer by the "Owner" as mentioned herein above **PROVIDED HOWEVER** the costs of conveyance or conveyances including stamp, registration charges and all other expenses including legal expenses shall be borne and paid by the intending purchaser or purchaser thereof. **PROVIDED FURTHER** it will not prevent the developer to get the deed of conveyance of the intending purchaser of the developer or it intending Purchasers.
13. All cost, charges, and expenses for obtaining plan sanction, construction of the building on the land including architects fees shall be discharged and paid by the developer and the "OWNER" as mentioned herein above shall not be liable in this regard in any manner what so ever.
14. On and from the date of obtaining possession of the new building, the owners as mentioned herein above and the developer shall be liable to pay all outgoing, maintenance charges, electricity charges, proportionate of their share within such time as may be agreed by and between the parties mutually.

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15. The developer shall complete the building in this respect in terms of this development agreement and shall obtain the completion certificate as early as possible.
16. The original title deed of the said premises which will - be handed over to the developer at the time of execution of this agreement which will be produced by the developer as and when the same is required by the "OWNER" as mentioned herein above.
17. Every flat including the flat allocated for the owner as mentioned herein above will have the same quality.
18. That the developer shall provide alternative accommodation to OWNER till the possession of owner's allocation handed over to the owners and developer shall bear all cost for such accommodation. In any manner whatsoever and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.
19. That it is further agreed that during the period of demolition and construction, if any accident occurs of whatsoever nature, the Developers will solely responsible for that and the Owner shall not have any kind of responsibility in this regard. It is further mentioned that the developers shall be solely responsible and liable for the construction work of the said building in this respect the owner shall not have any sort or kind of responsibility.

ARTICLE - III

OWNERS REPRESENTATION AND ASSURANCES :-

Prior to entering into this agreement, the owners both hereby assure, represent and confirm that

1. The said land is free from all encumbrances, liens, lis pendens, charges, acquisitions, requisitions, attachments whatsoever and howsoever.
2. Save and except the "OWNER" as mentioned herein above, nobody has any right, title and or interest or claim in respect of the said land in any manner whatsoever.

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3. There is no legal bar or impediment to develop the said land in any manner whatsoever.
4. The owner **is** in khas possession of the said land.
5. The owners have a marketable title of the said land and is otherwise entitled to enter into this agreement with the developer for development of the said land.
6. The said land is not subject to any acquisition, requisitions whatsoever by statutory authority or by public body.
7. There is no attachment either under Public Demand Recovery Act or under the Income Tax Act or under Wealth Tax Act or under Wealth Tax Act or under any other acts or statutes in respect of the said land.
8. The owner have not entered into any agreement for sell, encumbering dealing with, disposing of, parting with or development of the said land or any portion thereof in any manner whatsoever except owners allocation.
9. The Owners will not part with the said land or any portion thereof in any manner whatsoever and the said land is fit for equitable mortgage.
10. The said land is not under any charge or attachment for payment of alimony pendente lite or maintenance by an order of any court of law.
11. The said land is not under either Debutter or private or any wakf.
12. There is no bar or restriction of conversion of the said land.

ARTICLE IV

OWNERS RIGHTS AND OBLIGATIONS :-

1. Simultaneously at the time of execution of this agreement the owners shall hand over to the developer all original documents, title deeds of the said land.
2. Simultaneously at time of execution of this agreement the owners shall execute and register Power of Attorney in favour of the developer or its nominee or nominees for obtaining the plan sanctioned and construction of the building on the said premises.
3. The owners shall apply and obtain all necessary permission and certificate as may be required for development of the said premises and also to sell the developer's allocation.

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4. The owners do hereby grant exclusive right of development of the said premises unto and in favour of the developer with the intent and object that the developer shall have the necessary maps or plans prepared by a duly authorized architect for being submitted to the Konnagar Municipality or appropriate authority as the case may be or other authorities concerned for sanction and shall construct, erect and complete the multistoried building or buildings on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said authorities concerned or with such modifications as may be decided by the developer.
5. The Owner shall execute necessary deed of conveyance in respect of the proportionate share of the land attributable to the developers allocation in the proposed building in favour of the developer or the nominee or nominees of the developer.
6. The Owners and the developer shall co-operate with each other in every possible manner and the owner shall sign plan and execute all conveyances, transfers, agreements, authorities, powers, declarations, applications, notices and other papers and documents as may be required of them by the developer for fulfillment of the objects and the intentions of this agreement.
7. The owner shall cause all necessary parties to join in the deed of conveyance.
8. The owner and the developer shall take steps for formation of association for maintenance and management of the building.
9. The owner agree to join as parties in respect of the respective deed of conveyances to be executed in favour of the prospective purchasers of the developer's allocation in the proposed building.

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10. The Owners do hereby covenant with the developer not to do any act deed or thing whereby the developer may be prevented from selling, lease out let out or assigning and/or disposing of any of the developer's allocated portion in the building at the said premises in favour of the intending buyers of flats/apartments/portions in the said building and also undertake to assist the developer at the costs and expenses of the developer to allow the developer to deal with dispose of the developer's allocation.
11. The owners shall have no right, authority and power to terminate and/or determine this agreement within the stipulated period of Construction and sale of developer's share of the said building subject to the terms and conditions mentioned under this agreement is/are not violated.
12. Also the developer shall have no right, authority and power to sale owners' share hereinabove mentioned as "OWNER" of the said building subject to the terms and conditions mentioned under this agreement.
13. The owners shall settle any disputes with neighbors which may hinder the construction of a building on the said premises with the developer.
14. The owners will sign all papers and documents as may be required for obtaining plan sanctioned, modification of the plan, construction and development of the said premises and assist the developer for construction of the building in terms of this agreement.,
15. That if any accident occur due to low grade materials or due to any negligence of engineer, contractor or developer for construction of multistoried building, in that case the owners hereinabove mentioned as " OWNER" shall not be liable for the same.
16. In the event of undivided and un demarcated property or the property is amalgamated with other properties entire over which the building would be built, The Owner shall have to partition their share by executing proper instrument to become the owner of the separated unit.

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ARTICLE-V MISCELLANEOUS I

1. In the circumstances and in consideration of the terms and conditions contained herein above and the obligation to be performed, fulfilled and observed the owner and the developer, the owner having agreed to grant the exclusive right of development of the said premises to the developer.
2. The respective allocations shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particular so as not cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupiers of the building indemnified from and against the consequence of any breach.
3. No goods or other items shall be kept by the respective parties for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building
4. Neither party shall throw or accumulate any dirt, rubbish, waste or permit the same to be' thrown or accumulated in or around the building or in the compounds, corridors or any other portion or portions of the building.
5. Neither of the party shall permit other's agents with or without workmen and others at all reasonable times to enter into and upon each party's allocation and each party thereof for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting , and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing, and testing drains, gas and water pipes, and electric wires and for any similar purpose.
6. Both the developer and the owners shall enjoy their respective allocations /portions in the said building under their occupation forever with absolute right of alienation, transfer, lift, deal with, dispose of any manner whatsoever and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

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7. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal, and immoral trade or activity, nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
8. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.

Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless:-

- I] Such party shall have observed and performed by a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in each of their respective possessions.
- II] Both parties shall abide by all law, by-laws, rules and regulations of the Government, statutory bodies, and/or local bodies as the case may be and shall be bound to answer and be responsible for any deviation and/or breach of any of the said laws, by-laws, rules and regulations.

ARTICLE-VI FORCE MEJURE

The developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the developer to be performed and observed if it is prevented by any of the conditions herein below:-

- i] Fire
- ii] Natural Calamity
- iii] Tempest
- iv] Any prohibitory order from the court, Konnagar Municipality and other authorities.

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ARTICLE- VII(NEGOTIATION AND AMICABLE SETTLEMENT)

All dispute and differences arising out of the agreement in relation to the determination of any liability of the parties hereto or the construction of interruption of any of the terms and/or meaning thereof the parties shall make best and honest efforts to settle the dispute amicably and if they failed then the matter will be referred to the Arbitration in a bid or to avoid litigation.

ARTICLE - VIII ARBITRATION

At any time any dispute shall arise between the parties hereto regarding the construction of interruption of any of the terms and conditions herein contained or touching these presents or determinations of any liability of any of the parties under this agreement, the same shall be referred to the arbitrator and their joint decision shall be deemed to be a reference within the meaning of the Arbitration and Reconciliation Act, 1996, or any statutory enactment or modification there under and the said arbitrator will be nominate jointly by the developer and the owners. In case of differences with the reference of the arbitrator to be appointed by the respective parties, the arbitrator will appoint an umpire and his decision is final and binding upon the respective parties but on no event none of the parties shall be entitled to stop the progress of construction or development of the said premises until such time and the award is given by the arbitrators or the umpire, as the case may be.

THE FOLLOWING POWERS IS GIVEN TO THE DEVELOPER AS FOLLOWS:- NOW KNOW ALL MEN BY THESE PRESENTS THAT

Owner Shall mean **Sri Amit Ghosh** (PAN-ADXP8080C) Son of Late sudhir Kumar Ghosh , by faith-Hindu, By Nationality - Indian, by occupation- Retired , residing at Present- 67/A/9 Haran Chandra Banerjee Lane P.O- Konnagar, P. S- Uttarpara, Hooghly, West Bengal- 712235, do hereby authorized, nominate and appoint **"AG CONSTRUCTION"**

PAN **ABUFA9584G**. a partnership firm in Principal place of business situated at **25/C/1, Bancharam Mitra Lane ,P.O. Konnagar, P.S. Uttarpara, Dist: Hooghly Pin-712235** represented by its Partners namely-----

I. SHRI GOPAL AGARWAL, PAN: **AVZPA0192R**, Aadhaar No. **6700 3922 0663** son of Late Parameswar Lal Agarwal, by faith Hindu, by occupation- Business, residing Permanently---at "SHYAM-KUNJ" 5A ,on Fifth Floor, P.O.Barabahera, P.S Uttarpara ,Dist: Hooghly Pin 712246,(W.B),

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2. **SHRI NIKHILESH GHOSH, PAN — ADSPG6049E**, Aadhaar No. **ADSPG6049E**, Son of Late Santosh Chandra Ghosh, by faith Hindu, by occupation-Business, residing Permanently at 23, Matilal Mukherjee Garden Lane, P.O. Konnagar, P.S. Uttarpara, Dist-Hooghly, Pin-712235, (W.B.), & 3. **SHRI DEEPAK KUMAR AGARWAL, PAN — BHCPA2931C**, Aadhaar No. **4466 6850 9563** son of Shri Mahendra Kumar Agarwal, by faith Hindu, by occupation Business, residing Permanently at "SHYAM - KUNJ" 5A, on Fifth Floor,, P.O. Barabahera, P.S.-Uttarpara, Dist: Hooghly Pin 712246,(W.B), **partners only for the matter related to this project work and to do the following as detailed hereunder:-**

- 1) To appear and act in all the courts, Criminal, Civil, Revenue office, Block Land and Land Reform Office, District registrar office, additional District-Sub-Registrar office, District Magistrate & sub-Divisional office, District Board, Municipal Board of Notified area CESC office or any other local authority.
- 2) To, sign, revise plans, to verify plaints, written statements, petitions, objections, memorandum of appeal and petitions, objection and application of all kinds and to file it in any court of law such as civil court, criminal court, or any of the office or offices.
- 3) To appoint any Advocate, Barrister, Revenue Agent or any other legal practitioner or any person legally authorized to do any act.
- 4) To compromise, compound or withdraw cases or to confess judgment and to refer case to arbitration.
- 5) To file and receive back any documents to deposit money by challan or receipt and to withdraw money from any court cases or from any office or offices and to grant proper acknowledgement receipt.
- 6) To accept service of any summons, notice, writ issued by any court and office against us.
- 7) To obtain, refund of stamp duty, court fees. To execute the decree or any decrees up to the amount of the decree.
- 8) To file suits, for damages and any kind of suit.
- 9) To apply to courts and offices for copies of documents and papers and to withdraw deeds, documents, papers from any court.

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- 10) To apply for the Inspection of and to inspect any judicial records any records of any office or offices.
- 11) To file any application before the municipal authority or any board and to appear and also to do all acts which will be necessary to protect the interest at the property and also take any copies from the municipality.
- 12) To carry on correspondence with all concerned authorities and bodies including the Government of West Bengal and all its departments, police authorities, CESC for the time being in connection with the schedule property, and any other matters pertaining to the said property subject to the terms & conditions of this agreement entered into by the owners with the developer.
- 13) To deal and correspond with municipality and all its departments or officers or any officers or authorities in connection with or relating to the said property hereunder and in particular to do the aforesaid acts. Deeds, matters etc.
- 14) To deal with the CESC for obtaining electric connection over the schedule property and to put up an erect an electric substation for the supply of electric to the schedule property and for the purpose to sign all letter, applications, undertaking, terms & conditions as may from time to time be thought necessary as may be required by concerned authorities.
- 15) To enter into an agreement for sale of owners share on behalf and to do all acts which will be legal valid for completion of all agreement if required to appear before registering authority and presenting the same and shall admit execution and registration.
- 16) To execute and register proper instrument of transfer on our behalf on duly stamp conveyance and any other kind of indenture like gift, sale, mortgage or any things be likes and shall present the same before the registering authority and shall admit execution and registration and also shall complete the observe all formalities for completion of sale and shall delivery of possession except owners allocation mentioned it herein above as "OWNER" and shall take all money and consideration and to grant receipt for acknowledge of payment except owners allocation.

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A. K. M.

(18)

- 17) **And generally** to act as our attorney of agent in relation to all matters in respect of your scheduled property which we are now or may hereafter be interested or concerned and on our behalf to execute and do all instrument, acts ,matter and things as fully and effectually as we could do it personally present and we do here by agree to rectify and confirm whatsoever our side.

ARTICLE - IX JURISDICTION

Serampore Judge's court shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these present.

THE FIRST SCHEDULE ABOVE REFERRED TO (PROPERTY TO BE DEVELOPED)

ALL THAT an area of Bastu land measuring about more or less **01 (One) Katha 14 (Fourteen) Chatak 20 Sq. ft. OR .031** Saharangsha along with structure measuring 700 Sq.ft on ground floor 850 Sq.ft on first floor and also 250 Sq.ft on second floor comprised in R.S. Dag No. 1850/2201, under R.S. Khatian No.3130/1 Eja -4376 corresponding to L.R. Dag No. 3452 under L.R. Khatian No.546/1, being Municipal Holding No. **78, Rammohan Place, P.O. Konnagar, P.S.Uttarpara, District Hooghly, Pin -712235** under Konnagar Municipality.

. The property is butted and bounded by:-

On the North: Property of Kaushik Chowdhury

On the South: Property of Mazumder Family

On the East : Property of Adhar Kumar Deb & Ajit Kumar Halder

On the West : 15' wide Municipal Road

THE SECOND SCHEDULE ABOVE REFERRED TO OWNERS ALLOCATION

ALL THAT the **OWNER ALLOCATION** shall means **ALL THAT** the Owner namely- **Sri Amit Ghosh** is provided at time of registration Rs.3,50,000.00/- (Three Lakhs Fifty Thousand Only) and at the time of his Possession of his portion he will get Rs.2,75,000.00/- (two lakhs seventy five thousand) And one commercial space more or less 850 sft, covered aera in ground floor & one BHK FLAT Approx 500 Sq.ft S.B in second or third floor of this said building which is delivered **within 36** (thirty six) **months** from the date of sanction of building plan by the **Municipal Authority.**

THE THIRD SCHEDULE ABOVE REFERRED TO DEVELOPERS ALLOCATION

ALL THAT total covered area of constructed area of sanctioned plan to be sanctioned by the Konnagar Municipality which will be provided **TOGETHER WITH** impartible proportionate share in the land **TOGETHER WITH** the rights to use and enjoy all common areas and facilities of the land and the proposed building.

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