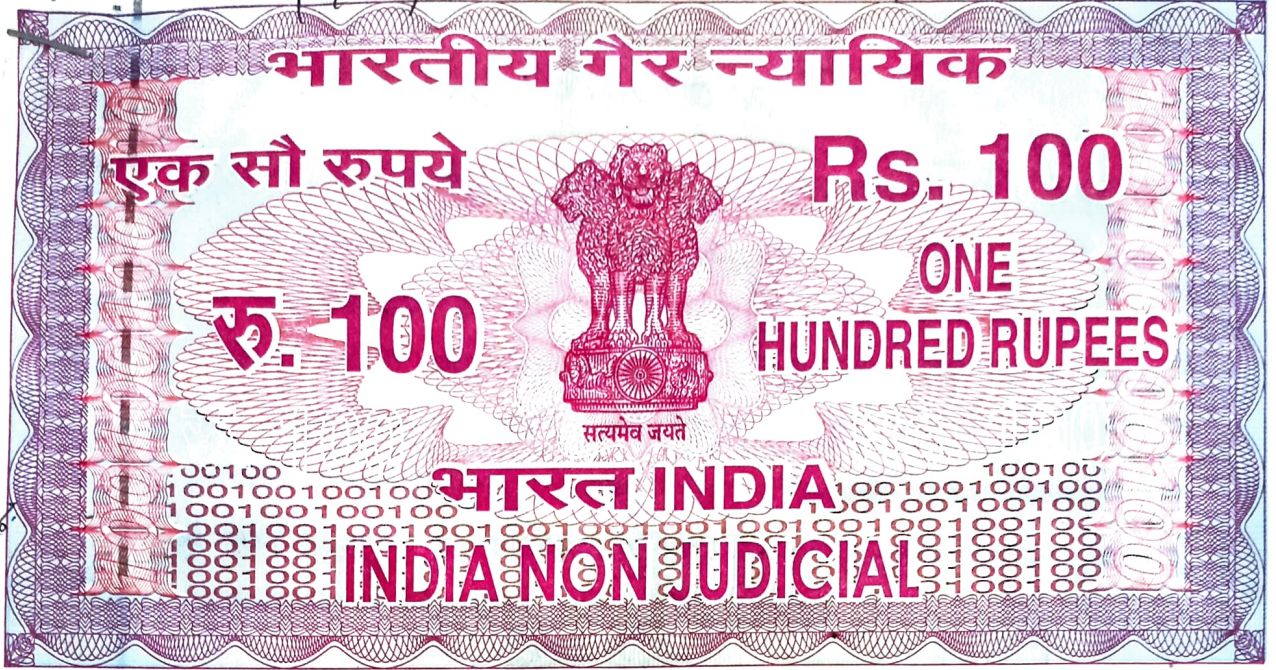


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certified that the document is admitted to registration, the signature sheets and the endorsement sheets attached with this document are part of this document

District Sub-Registrar-IV
 Alipore South 24 Pgs.

2 JUL 2020

17 JUL 2020

AGREEMENT FOR DEVELOPMENT
CUM
DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT FOR DEVELOPMENT-CUM-DEVELOPMENT POWER OF ATTORNEY is made on this the 02nd day of July, 2020 **BETWEEN**

02-07-2020

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Date
Soni to
of
Rupees 100

ALOK SAFUI
Advocate, Alipore Police Court
Kolkata - 27

Das
Sudhar Das
Senior Counselor
Alipore Police Court
South 24 Pgs., Kolkata

Kuti Safui



Verd



D.S. CONSTRICTION

Kuti Safui



Verd 1130

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D.S. CONSTRICTION

Reeti Safui

- 2 JUL 2020



Verd 1131

Hare Krishna Nayak

Alok Safui
Alipore police
court

SRI HAREKRISHNA NANDI Alias **HEREKRISHNA NANDY** (PAN- ABQPN5351A & Aadhar No. 9524-7791-1736) son of Late Heramba Chanda Nandy, by faith - Hindu, Indian, by occupation-Retired, residing at 123, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, hereinafter referred to as the '**OWNER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the **ONE PART**:

AND

R.S. CONSTRUCTION, a Partnership firm, having its office at 210, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, represented by its Partners namely (1) **MISS KRITI SAFUI**, (PAN-ERYPS3339M & Aadhar No.4153 9728 9840), daughter of Late Rana Safui, by faith-Hindu, Nationality-Indian,by occupation-Business, and (2) **MISS REETI SAFUI** (PAN-JKLPS3714P & Aadhar No.24662972 3566), daughter of Late Rana Safui, by faith Hindu, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in Office, executors, administrator, legal representatives and assigns)of the **OTHER PART**:

WHEREAS Owner herein namely Sri Harekrishna Nandy is the owner land measuring about 4 (four) Cottahs 7 (Seven) Chittak 18 (Eighteen) sq.ft. of land pertaining to Mouza-Garfa, R.S.Dag no.714, R.S. Khatian No.1421, J.L. No.19, P.S. Purba Jadavpur now Survey Park, Kolkata - 700075, under K.M.C Ward No.104, being K.M.C. Premises No.161,



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Garfa Main Road, Kolkata -700075, Assessee no.31-104-12-0161-0, by a way of Partition Deed dated 29.01.2003, which was duly registered in the Office of D.S.R. -III, Alipore and recorded in Book No. I, vide deed no.4760 for year 2003.

AND WHEREAS the owner is in desire to develop the said premises by constructing a Residential flat system Building thereon through an efficient Developer who has sufficient resources to do the same and knowing the intention of the owner herein, the developer herein has approached himself to appoint him as Developer to construct the said building and the Owner have accepted his proposal and both the owner and the developer herein have discussed between themselves regarding the terms and conditions on which this agreement can be executed and both the parties have agreed with the following term and conditions set out below.

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

ARTICLE - I DEFINITIONS

1. **LAND WITH BUILDING** - The land with Building shall mean the land measuring 4 (Four) Cottahs 7 (Seven) Chittak 18 (Eighteen) Sq. ft. be the same a little more or less comprised in R.S. Dag No. 714 and R.S. Khatain No. 1431 of Mouja - Garfa, J.L. No. 19, being its K.M.C, premises No. 161, Garfa Main Road, Kolkata -700075 and under K.M.C, ward no 104.
2. **BUILDING** : Building shall mean the new authorized constructions thereon for Residential purpose and garage spaces with the all necessary fittings and fixtures and common spaces to be constructed buy the



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Developer in accordance with the Building Plan and specifications to be sanctioned by the appropriate authority of the Kolkata Municipal Corporation.

3. **OWNER & DEVELOPER** : Owner and Developer shall include the Owner and the Developer and also include their respective Heirs, successors, transferees/ nominees and their respective liabilities that-is Owner' liability for land title and Developer's liability for total construction thereon.
4. **COMMON FACILITIES**: Common facilities shall mean the space to be left open for common use of the intending purchases/ purchasers or occupier and/ or Owner' allotted flat and Developer's allotted flats of the newly constructed building and shall include stair-case, landings, open space in or around the building, roof, and other common facilities whatsoever required or necessary for the establishment occasion, enjoyment, provisions, maintenance and/or management of the Building and / or the common facilities or any of them as the case may be and the applicable.
5. **SALEABLE SPACES**: Saleable spaces shall mean the space, in the Building which would be made for independent use and occupation except the owner's allocation as made herein and after making due provisions for common facilities and the spaces required therefore in all cases.
6. **OWNER'S ALLOCATION**: Owner's allocation shall mean the flats & garage space agreed to be allotted in accordance with the provisions hereunder stated, to the owner.



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7. **DEVELOPER'S ALLOCATION**: Developer's Allocation shall mean the balance flats and / or any other covered spaces of the said Building save except owner's allocation and as per K.M.C, plan after providing for the owners allocation.

8. **ARCHITECT**- Architect shall mean a qualified person/ persons or firm/ firms appointed by the Developer as Architect of the Building to be constructed on the land of the owner.

9. **BUILDING PLAN**: Building plan shall mean the plan for the construction of The Housing Complex to be submitted before the Kolkata Municipal Corporation for sanction and shall include any amendments there to and improvement thereon and/ or modification thereof -

ARTICLE – II TITLE AND INDEMNITIES INCLUDING CONSTRUCTIONAL OBLIGATIONS

1. The owner declared and represents that he/ she has a good and absolute right, title to the said property and he/ she has a marketable title to enter into this agreement with the Developer. He declares that the original title deeds and relevant documents are lying with him and the Developer or its prospective buyers shall have right to inspect the title deeds and relevant documents as and when required.

2. That the Developer After signing of this Agreement shall prepare Building plan through its Architect and submit, the said Building Plan before the appropriate authority of the Kolkata Municipal Corporation All the expenses for obtaining sanction thereof including all other incidental expenses shall be borne by the Developer.



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3. The all the expenses and liabilities for construction which are to be constructed in the said premises according to the K.M.C, plan shall be borne by the Developer and the owner shall not be liable to bear any expenses and constructional liabilities thereof including i.e costs and expenses relating to sanction of plans and other proposed necessary preliminary costs and expenses relation to full or phase wise process of construction.

4. That the Developer under taken to construct the Building in accordance with the Building in accordance with the Building plan to be sanctioned by the appropriate authority of the K.M.C, and also undertakes to pay any damages, penalties and/ or compounding fees payable to the authority.

5. That the owner herein shall handover the vacant possession of the said premises to the Developer after obtaining written notice from the Developer.

6. That the developer shall act as an independent contractor in the matter of construction of the Building and also undertakes to keep the owner indentified from and against all third party claims or compensation and actives arising out of any act or relation to the if the proposed building to be constructed in the said land of the said pre of the owner.

ARTICLE - III EXPLOITATION RIGHT

1. After execution of his agreement, made in terms hereof the Owner shall grant exclusive right to the Developer to build upon and to commercially exploit the said plot of land on the basis of the layout plan approved by the owner by constructing there on residential flat system building.



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2. That the owner shall execute a General Power of Attorney in favour of the Developer so that the Developer shall have authority to appear before any authority/ authorities for getting sanction, to deposit fees and other necessary papers for such sanction, to construct such flat system building thereon, to negotiate with the intending purchaser/ purchasers of flat/ flats to fix up the price of the flat/ flats at its, own discretion and receives the booking money or moneys or advance payment / fidl consideration of the flat/ flats in respect of the Developer's Allocation. To appear before any registration authority/ authorities for registration of the said flat/ flats together with the undivided proportionate share of the land after completion of the said building in favour of the nominee/ nominees or respective buyer/ buyers in respect of the Developer's allocation.

3. All applications, plans and other papers and documents referred to herein above shall be submitted by or in the name of the owner or otherwise at the costs of the Developer, and the Developer shall pay and bear all submission and other like fees, charges and expenses required to be paid or deposited for such sanction of the Building plan or otherwise to obtain sanction for the construction of the said building on the said premises.

4! That the Developer shall abide by all the laws, by - laws 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 each of any of the said laws, by -laws, rules and regulations.



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ARTICLE - IV BUILDING

1. The Name of building will be SRI KRISHNA.
2. The Developer shall have exclusive right to construct the Building on the said premises; in accordance with the plan to be sanctioned by the K.M.C. Authority without any hindrances or obstruction from the Owner or of any person claiming through them. The type of construction, specification of materials to be used and the detailed design of the Building shall be as per the choice of the Developer and the Developer shall ensure that the Building shall be constructed with the class -I, standard Building materials & specifications. I, standard building materials & specifications.
3. That after signing of this agreement, the Developer shall prepare Building plan and deposit the same before the K.M.C. Authority. It is here by noted that after obtaining sanction of the said Building plan, the Developer shall issue written notice to the owner to vacate the said premises and after receiving the said notice the owner herein shall deliver peaceful possession of the said premises and the Developer shall get the symbolic possession of the said premises and getting possession of the said premises, the Developer shall demolish the existing structure of the said premises at its own costs. It is hereby noted that the Developer shall take all responsibilities for the demolition of the existing structure of the said premises and the total old broken building materials shall be disposed of by the Developer at its discretion. The owner will have proceeding of broken building materials of the said premises. The total works of demolition must be completed with the costs and responsibilities of the Developer.



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4. That the Developer shall commence the constructional work immediately after obtaining sanction of the Building plan of the said premises and complete the construction within 24 month from the date of such sanction. It is hereby further noted that the said period may be extended for a period of further six months in case of natural calamity such as heavy rain, floods, earth-quake, shortage of raw materials in the open market, riot and other unavoidable circumstances.

5. Time limit of completions is 24 months from the date of sanction plan.

The promoter shall report the progress of construction quarterly to the owner so that delivery of possession to owner may be within time.

ARTICLE - V: CONSIDERATION AND SPACE ALLOCATION

1. (a). In consideration of the owner having agreed to grant exclusive right to the Developer to commercially exploit the said premises by constructing Building thereon as per the sanctioned Building plan to be sanctioned by the K.M.C. Authority, the Owner, Sri Harekrishna Nandy shall ^{get} ~~be~~ **ENTIRE FIRST FLOOR** and **ENTIRE THIRD FLOOR** and **50% of car parking space, being No. 01**, in the ground floor of the said building.

2. **Developer's Allocation** - Developer shall be **ENTIRE SECOND FLOOR** and **ENTIRE FOURTH FLOOR** and rest shop and 50% Car parking space being No. 2.

3. All liability of rehabilitation of tenant and shop will be borne by the Develop.

Harekrishna Nandy

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That the owner shall be entitled to transfer or dispose of the owner's allocation to his/ her nominees without in any way disturbing the Developer's allocation situated thereon with the exclusive right to deal with or to enter into agreement for sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of howsoever of the Developer and the Developer or any person/ persons lawfully claiming through shall not in any way interfere with or disturb the quiet and peaceful possession of the owner's allocation or any person or persons claiming through or the nominee or nominees of the Owner.

4. That the Developer shall be exclusively entitled to the Developer's allocation in the said Building without in any way disturbing the common facilities situated there on with the exclusives right to deal with, enter into any agreement for sale and transfer the same without any right, claim, demand, interest, whatsoever or howsoever of the owner and the owner or any person or persons claiming through him/ her shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation or any person or persons claiming through or the nominee or nominees of the Developer.

5. The Developer will give a sum of Rs. 1,00,000/- (Rupees One Lakh only) as non-refundable amount to Sri. Harekrishna Nandi.

6. All the pending, Kolkata Municipal Corporation tax along with G.R. arrears if any will be borne by the Developer for this premises.

7. The Developer will arrange for shifting to the Owner in a two bedroom flat in Garfa area. The Developer will bear the cost fill in handover of the flat.



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