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23 DEC 2021

**JOINT VENTURE**  
**DEVELOPMENT AGREEMENT**  
 AND  
**POWER OF ATTORNEY**

**THIS AGREEMENT** made this the 23<sup>rd</sup> day of December

in the year Two Thousand & Twenty One (2021) **BETWEEN**

Case No. 1452 Date 22/12/2021

Plaintiff URDUT

Address 92/A, Ben Bahari Post Rd, Haveli-91101

STAMP VENUE - SOUMYA BANERJEE  
CIVIL COURT, HONNAR

*[Handwritten signature]*

Tribhuvan Sahas



14106

Chitamban Sahas



14107

Nishat Salari



14108



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20 DEC 2021

Amreen Salari

20 DEC 2021

- 1) **NISHAT SALAM** (PAN: AXTP56869A; AADHAAR: 352581512924), widow of Late Abdul Salam Khan, by occupation business woman;
- 2) **AMREEN SALAM** (PAN: BTOPK24T0M; AADHAAR: 732909122482), wife of Mohammad Amir Khan and daughter of Late Abdul Salam Khan, by occupation housewife;
- 3) **SIMRAN SALAM** (PAN: QVTP50745Q; AADHAAR: 494283456678), daughter of Late Abdul Salam Khan, by occupation student;
- 4) **MUBASHIR SALAM KHAN** (PAN: DNAPK1644C; AADHAAR: 942432229424), son of Late Abdul Salam Khan, by faith Muslim, by nationality Indian, by occupation business, residing at premises No. 59, Ben Behari Bose Road, Police Station Howrah, Post Office Ramkrishnapur, District Howrah - 711 101.

All under Sl. Nos. 1 to 4 hereinafter jointly called and referred to as the **OWNERS**, which term or expression shall unless excluded by or made repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**.

**AND**

**M/S. UBOOJ** a proprietorship concern having its office and principal place of business at premises No. 72/11, Ben Behari Bose Road, Saltgur, Police Station Howrah, Post Office Ramkrishnapur, District Howrah - 711 101 represented by its sole proprietor **MD. AZAM KHAN** (PAN: DUHPK5768K, AADHAAR No. : 262102502101) son of Saidu Rahman Khan, by faith Muslim, by nationality Indian, by occupation business, residing at premises No. 59, Ben Behari Bose Road, Police Station Howrah, Post Office Ramkrishnapur, District Howrah - 711 101 hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or made repugnant to the subject or context be deemed to mean and include its sole proprietor and his heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**.



14109

Almanak Salim



14110

For UROOD  
Nadim Uta  
Proprietor



14111

Rangit Mawlat  
35. Bisyoy Mawlat  
59. Kambalan caru karu  
Keruh-71101  
Keruh



Director General of the National Library  
Jakarta

23 DEC 2024

**WHEREAS** one Amritlal Mukhopadhyay while fully seized and possessed of or otherwise well and sufficiently entitled to as the sole and absolute owner and occupier of **ALL THAT** Mokarari Mourashi Bastu land measuring 12 Cottahs 07 Chatacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 sold, transferred and conveyed the same for valuable consideration to Krishnadhari Bandopadhyay by virtue of a Deed of Sale registered on 13.10.1923.

**AND WHEREAS** the said Krishnadhari Bandopadhyay while fully seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** Mokarari Mourashi Bastu land measuring 12 Cottahs 07 Chatacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 died intestate prior to the year 1956 leaving behind him surviving his five sons namely Sri Baruneshwar Bandopadhyay, Sri Bhubaneswar Bandopadhyay, Sri Bisewar Bandopadhyay, Sri Kashiwar Bandopadhyay and Sri Tarakeswar Bandopadhyay as his only 5 (five) heirs and/or successors upon intestacy in accordance with the then Hindu Law of succession.

**AND WHEREAS** one of the above named 5 (five) brothers, namely, Sri Tarakeswar Bandopadhyay, while fully seized and possessed of or otherwise well and sufficiently entitled to his undivided share or interest in **ALL THAT** Mokarari Mourashi Bastu land measuring 12 Cottahs 07 Chatacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 died intestate leaving behind him surviving his wife Smt. Anila Devi (having then a widow's life interest) and 3 (three) minor sons namely Sri Pabun Kumar Bandopadhyay, Sri Tapan Kumar Bandopadhyay and Sri Khola Bandopadhyay.

**AND WHEREAS** one of the above named 5 (five) brothers, namely, Sri Bisewar Bandopadhyay, filed a Partition Suit being Title No. 55 of 1946 in the court of Learned District Judge at Howrah and

by a Final Partition Decree of Compromise passed in the said suit the aforesaid property being **ALL THAT** Mokarari Mourashi Basti land measuring 12 Cottahs 07 Chittacks 33 Square feet more or less with structure standing thereon including all easement rights being the then Holding No. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 was allotted in favour of Sri Baguneshwar Bandopadhyay absolutely and forever.

**AND WHEREAS** by virtue of the aforesaid Final Partition Decree of Compromise the said Sri Baguneshwar Bandopadhyay became the sole and absolute owner of **ALL THAT** Mokarari Mourashi Basti land measuring 10 Cottahs 12 Chittacks 27 Square feet more or less together with structure standing thereon including all easement rights situated lying at and being Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 as more fully and particularly described in "KA" schedule of the said Final Partition Decree of Compromise as well as **ALL THAT** Mokarari Mourashi Basti land measuring about 1 Cottahs 7 chittacks 33 Square feet more or less together with structure standing thereon including all easement rights situated lying at and being Holding No. 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 as more fully and particularly described in "KBA" schedule of the said Final Partition Decree of Compromise and exercised his right of absolute ownership in respect thereof without any let hindrance claim question or demand from any quarter.

**AND WHEREAS** the said Sri Baguneshwar Bandopadhyay while fully seized and possessed of or otherwise well and sufficiently entitled to the aforesaid two properties mentioned in "KA" and "KBA" schedule of the said Final Partition Decree of Compromise containing a total land area of about 12 Cottahs 07 Chittacks 33 Square feet be the same a little more or less with structure standing thereon including all easement rights and comprised in Holding Nos. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711 102 sold, transferred and conveyed the same for valuable consideration to Sri Harivindas Krishna Das by virtue of a Deed of Sale executed and registered on 30.01.1948 in the office of the Additional District Sub-Registrar at Calcutta vide Book No. 1, Volume No. 20, at Pages 192 to 198, being Deed No. 330, for the year 1948.

**AND WHEREAS** by virtue of transfer inter vivos in the manner aforesaid the said Harendra Krishna Das became the sole and absolute owner of the aforesaid two properties mentioned in "KA" and "KHA" schedule of the said Final Partition Decree of Compromise containing a total land area of 12 Cottaks 07 Chhattacks 33 Square feet more or less with structure standing thereon including all easement rights and comprised in Holding Nos. 222 and 222/1, G.T. Road (South), Police Station Shibpur, District Howrah, Pin 711 102 and exercised his right of absolute ownership in respect thereof and applied before the then Howrah Municipality for amalgamation of the aforesaid two properties and in pursuance thereof the aforesaid two properties being Holding No. 222/1, G.T. Road (South) and Holding No. 222, G.T. Road (South) were amalgamated into one Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin - 711102 and the name of Harendra Krishna Das was mutated in the assessment records of then Howrah Municipality as the sole and absolute owner thereof.

**AND WHEREAS** the said Harendra Krishna Das while fully seized and possessed of or otherwise well and sufficiently entitled to the amalgamated Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin 711 102 as more fully and particularly described in the **FIRST SCHEDULE** hereinafter written and in short hereinafter referred to as the **SCHEDULE PROPERTY** died sometime in the year 1960 leaving behind his wife Smt. Nikunja Bala Das and four sons, namely, Prosvata Kumar Das, Arun Kumar Das, Prasanna Kumar Das and Provat Kumar Das and one daughter, namely, Smt Namita Das (two of his minor and unmarried daughters having predeceased him) as his only six heirs and/or successors upon intestacy to inherit all his right, title and interest in the schedule property in equal 1/6<sup>th</sup> share each in accordance with Hindu Law of Succession.

**AND WHEREAS** the said Smt. Nikunja Bala Das while fully seized and possessed of or otherwise well and sufficiently entitled to her undivided 1/6<sup>th</sup> share or interest in the schedule property died intestate sometime in the year 1971 and her undivided 1/6<sup>th</sup> share or interest in the schedule property devolved upon her above named said 4 (four) sons and 1 (one) daughter, namely, Prasanna Kumar Das,

Amit Kumar Das, Prasanta Kumar Das, Provat Kumar Das and Smt Namita Das in equal shares in accordance with Hindu Law of Succession.

**AND WHEREAS** the above named Prosonna Kumar Das while fully seized and possessed or otherwise well and sufficiently entitled to his undivided  $1/5^{\text{th}}$  share or interest in the schedule property died intestate as a bachelor immediately after the death of his mother in the year 1971, as aforesaid, and upon his death his undivided  $1/5^{\text{th}}$  share or interest in the schedule property devolved upon his 3 (three) surviving brothers, namely, Amit Kumar Das, Prasanta Kumar Das, Provat Kumar Das and 1 (one) surviving sister, namely, Smt. Namita Das as his only heirs and/or successors upon intestacy to inherit his undivided  $1/5^{\text{th}}$  right, title and interest in the schedule property in equal  $1/4^{\text{th}}$  Share each in accordance with Hindu Law of Succession.

**AND WHEREAS** the said Prasanta Kumar Das died intestate on 21.12.2010 leaving behind him surviving his widow Smt. Gayatri Das, and 2 (two) married daughters, namely, Smt. Madhu Chanda Ghosh and Smt. Sharmistha Biswas as his only 3 (three) heirs and/or successors upon intestacy under the Hindu Succession Act, 1956, who jointly inherited the undivided  $1/4^{\text{th}}$  share of the said Prasanta Kumar Das, since deceased, in the schedule property in equal shares.

**AND WHEREAS** the said Provat Kumar Das died intestate on 19.04.2006 leaving behind him surviving his one son, namely, Sri Amit Das and one married daughter, namely, Smt. Rita Roy, as his only two heirs and/or successors upon intestacy under the Hindu Succession Act, 1956 (his wife, Smt. Ratna Das having predeceased him on 06.01.2006), who jointly inherited the undivided  $1/4^{\text{th}}$  share of the said Provat Kumar Das, since deceased, in the schedule property in equal shares.

**WHEREAS** the said Smt. Gayatri Das, Smt. Madhu Chanda Ghosh and Smt. Sharmistha Biswas gifted their joint undivided  $1/4^{\text{th}}$  share in the schedule property to Sri Amit Das, son of Late Provat Kumar Das, by jointly executing a Deed of Gift on 01.08.2014 in favour of Sri Amit Das which was registered in the Office of Additional Registrar of Assurance-I, Kolkata in Book No. 1, Volume No. 1901-



2019, pages from 115415 to 115441, Being No. 190102262 for the year 2019 and pursuant to such Gift the said Sri Amit Das who already had  $1/8^{\text{th}}$  share in the schedule property by virtue of inheritance from his father, Pravat Kumar Das, since deceased, acquired further  $1/4^{\text{th}}$  share or interest in the schedule property from the above named heirs of Pravat Kumar Das, since deceased, and thus became entitled to an undivided  $3/8^{\text{th}}$  (37.5%) share or interest in the schedule property.

**AND WHEREAS** the above named Arun Kumar Das, son of Late Harendra Krishna Das, who fully seized and possessed of or otherwise well and sufficiently entitled to an undivided  $1/4^{\text{th}}$  (25%) share or interest of the schedule property died intestate in the year 2013 leaving behind him his wife Smt. Pashpe Das and two sons, namely, Sri Anjan Das and Sri Anirban Das as his only three heirs and/or successors upon intestacy who jointly inherited the said undivided  $1/4^{\text{th}}$  (25%) share of Late Arun Kumar Das in the schedule property in equal shares in accordance with the provisions of The Hindu Succession Act, 1956.

**AND WHEREAS** the said SMT. NAMITA DAS, wife of Mihir Das and daughter of Late Harendra Krishna Das gifted her  $1/4^{\text{th}}$  (25%) share or interest in the schedule property to SHRI AMIT DAS, son of Late Pravat Kumar Das by executing a Deed of Gift on 10.05.2019 in favour of Sri Amit Das, which was Registered in the office of Additional District Sub-Registrar Howrah in Book No. 1, Volume No. 0502-2019, Pages from 110482 to 110511, Being No. 050203306, for the year 2019 and after such gift the said AMIT DAS became the owner of 62.5% share in the property (his personal  $1/8^{\text{th}}$  (12.5%) share +  $1/4^{\text{th}}$  (25%) gifted share of Smt. Gayatri Das, Smt. Madhu Chanda Ghosh and Smt. Sharmistha Biswas +  $1/4^{\text{th}}$  (25%) gifted share of Smt. Namita Das).

**AND WHEREAS** the said SMT. RITA ROY wife of Anish Kumar Roy and daughter of Late Pravat Kumar Das gifted her undivided  $1/8^{\text{th}}$  (12.5%) share or interest in the schedule property to her brother, SHRI AMIT DAS, son of Late Pravat Kumar Das by executing a Deed of Gift on 10.05.2019 in favour of the said Sri Amit Das, which was registered in the office of Additional District Sub-Registrar

Howrah in Book No. 1, Volume No. 0502-2019, pages from 110451 to 110481, Being No. 050203307, for the year 2019 and after such gift the said AMIT DAS became the owner of  $3/4^{\text{th}}$  (75%) share or interest in the schedule property (his personal  $1/8^{\text{th}}$  (12.5%) share +  $1/4^{\text{th}}$  (25%) gifted share of Smt. Gayatri Das and others +  $1/4^{\text{th}}$  (25%) share of Smt. Namita Das +  $1/8^{\text{th}}$  (12.5%) share of Smt. Rita Roy).

**AND WHEREAS** by virtue of a Deed of Conveyance executed on 20<sup>th</sup> day of May 2019 and registered in the office of Additional District Sub-Registrar Howrah in Book No. 1, Volume No. 0502-2019, pages from 112553 to 112597, Being No. 050203376 for the year 2019 the said Sm. Pushpa Das, Sri Anjan Das and Sri Anirban Das sold, transferred and conveyed for valuable consideration their undivided  $1/4^{\text{th}}$  (25%) share or interest in the schedule property free from all encumbrances unto and in favour of Abdul Salam Khan, the predecessor-in-title of the owners herein.

**AND WHEREAS** by virtue of a Deed of Conveyance executed on 27<sup>th</sup> day of May 2019 and registered in the office of Additional District Sub-Registrar Howrah in Book No. 1, Volume No. 0502-2019, pages from 113646 to 113685, Being No. 050203418 for the year 2019 the said Sri Amit Das, son of Late Pravat Kumar Das sold, transferred and conveyed for valuable consideration his undivided  $3/4^{\text{th}}$  (75%) share or interest in the schedule property free from all encumbrances unto and in favour of Abdul Salam Khan, the predecessor-in-title of the owners herein.

**AND WHEREAS** by virtue of the transfer inter vivos through two several conveyances conveying  $1/4^{\text{th}}$  (25%) share and  $3/4^{\text{th}}$  (75%) share respectively of the schedule property in favour of Abdul Salam Khan in the manner aforesaid the said Abdul Salam Khan became the sole and absolute owner of the schedule property being **ALL THAT** piece or parcel of land measuring 12 Cottaks 07 Chatacks 33 Square feet more or less together with structure standing thereon including all easement rights situate lying at and being amalgamated Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pst: 711 102 as more fully and particularly described in the **FIRST SCHEDULE** hereinafter written and exercised his right of absolute ownership in respect thereof without any let, hindrance, claim.

question or demand being raised by anybody and sustained his names in the land records as well as in the assessment records of Howrah Municipal Corporation and paid rates and taxes in respect of the schedule property.

**AND WHEREAS** the said Abdul Salam Khan died in testate on 23.11.2020 leaving behind him surviving the present owners as his only legal surviving legal heirs and/or successors upon intestacy to inherit all his right, title and interest over and in respect of the schedule property in accordance with Islamic Shariah Law of Inheritance.

**AND WHEREAS** by virtue of intestate succession in the manner aforesaid the Owners are thus the joint absolute owners of the schedule property being **ALL THAT** piece or parcel of land measuring 12 Cotaha 07 Chhatra 23 Square feet more or less together with structure standing thereon including all easement rights situate lying at and being amalgamated Holding No. 222, G.T. Road (South), Police Station Shidpur, District Howrah, Pin: 711102 within Municipal limits of the Howrah Municipal Corporation Ward No. 34 having Assesse No. 12240 as more fully and particularly described in the **FIRST SCHEDULE** hereinafter written with all right title and interest appertaining thereto and have been exercising their right as the joint absolute owners in respect thereof without any let hindrance claim question or demand from any quarter.

**AND WHEREAS** the Owners have jointly and voluntarily decided to develop the schedule property by constructing a multi storied building thereat in accordance with the Building Plan to be sanctioned by the competent authorities of the Howrah Municipal Corporation.

**AND WHEREAS** the Owners being jointly desirous to develop the schedule property have decided to enter into a joint venture agreement with the Developer for construction of the proposed building over the schedule property in accordance with the building plan to be sanctioned by Howrah Municipal Corporation subject to certain terms and conditions hereinafter appearing.

**AND WHEREAS** the Developer has also agreed to undertake the job of development of the schedule property in joint venture and has accepted the offer of the Owners and has expressed his willingness to construct a multi storied building over the Scheduled Property by investing its own fund, labour and material in accordance with the Building Plan to be sanctioned by the competent authorities of Howrah Municipal Corporation subject to certain terms and conditions agreed between the parties and recorded hereinafter.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

**ARTICLE - I**  
**DEFINITION**

- 1.1 **OWNERS** shall mean and include (1) **NISHAT SALAM**, (2) **AMREEN SALAM**, (3) **SIMRAN SALAM** and (4) **MURASSHIR SALAM KHAN** and their respective heirs, executors, administrators, legal representatives and/or assigns;
- 1.2 **DEVELOPER** shall mean and include **M/S. UROOJ** and its Sole proprietor **MD. AZAM KHAN** and his heirs, executors, administrators, legal representatives and/or assigns;
- 1.3 **SCHEDULE PROPERTY** shall mean and include **ALL THAT** piece or parcel of land measuring **12 Cottaks 07 Chatacks 33 Square feet** more or less together with structure standing thereon including all easement rights situate lying at and being amalgamated Holding No. **222, G.T. Road (South), Police Station Shilpur, District Howrah, Pin: 711102** within Municipal limits of the Howrah Municipal Corporation **Ward No. 34** having **Assesse No. 32240** as more fully and particularly described in the **FIRST SCHEDULE** hereunder written:

- 1.4 **BUILDING PLAN** shall mean and include necessary maps or plans and drawings submitted by the owners before the competent authorities of Howrah Municipal Corporation in accordance with the Howrah Municipal Corporation Act, 1980 and/or the Rules and Regulations framed there under, as amended up-to-date, for the construction of a several storied building at the Schedule Property and awaiting sanction by the competent authorities of the Howrah Municipal Corporation.
- 1.5 **ARCHITECT** shall mean and include the competent Civil Engineer/LRS responsible for drawing plan, obtaining sanction of the Building Plan and supervision of the construction of the proposed multi storied building at the schedule property upon payment of their fee and charges.
- 1.6 **NEW BUILDING** shall mean and include a several storied Building or blocks of Building or other structure of Ground floor plus upper floors proposed to be constructed by the Developer in or upon the Schedule Property as per building plan awaiting sanction by the competent authorities of the Howrah Municipal Corporation.
- 1.7 **COMMON AREAS & FACILITIES** shall mean and include corridors, stair case, passage, drive way, common latrine on the ground floor, pump room, underground water reservoir, overhead water tank, electric meter board/room, water pump, plumbing for supply and circulation of water throughout the buildings, main entrance, boundary walls electrical cables from main electricity service from the main road up to the Meter room of the building, water connection from municipal water supply on the main road up to the underground reservoir of the proposed new building and the drainage service from Howrah Municipal Corporation mains on the main road up to the building pits and services.
- 1.8 **OWNERS' ALLOCATION** shall mean and include 45% (forty five percent) of the total sale consideration from sale, transfer, alienation, assignment, gift and/or mortgage of residential units/flats/apartments/commercial units/covered areas/car

parking spaces in the proposed new building together with proportionate impartible share in the land as more fully and particularly described under **SECOND SCHEDULE** hereinafter written to be realized by the developer and transferred to the account of the owners.

- 1.9 **DEVELOPER'S ALLOCATION** shall mean and include remaining 55% (fifty five percent) of the total sale consideration from sale, transfer, alienation, assignment, gift and/or mortgage of residential units/flats/ apartments/ commercial units/covered areas/car parking spaces in the proposed new building together with proportionate impartible share in the land as more fully and particularly described under **THIRD SCHEDULE** hereinafter written to be realized by the developer for meeting its costs, expenditure and profits.
- 1.10 **SPECIFICATION OF WORKS** shall mean and include the building works to be carried out by the developer with the help of Architect, Civil Engineer, LBS, Labourers, contractors, sub-contractors to be engaged by the Developer upon payment of fees, charges and costs for construction and completion of the proposed new building and the interior and outer works/plaster and painting as more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.
- 1.11 **TRANSFEREE/BUYERS/PURCHASERS** shall mean and include person or persons to whom the residential units/flats/apartments/commercial units/covered areas/car parking spaces in the new building together with proportionate impartible share in the land may hereafter be transferred or agreed to be transferred by the developer for itself or for and on behalf of the owners.
- 1.12 **TRANSFERABLE AREA/UNITS** shall mean and include the independent residential units/flats/apartments/commercial units/covered areas/car parking spaces **TOGETHER WITH** proportionate and impartible share/right in the land appertaining to the schedule property in absolute ownership **TOGETHER WITH** proportionate impartible right to use

common portions, common facilities, common amenities and services in the proposed new building to be constructed at the schedule property.

- 1.13 **POWER OF ATTORNEY** shall mean and include power and authority conferred upon the Developer by the owners for the purpose of development of the schedule property and for transfer of residential units/flats/apartments/commercial units/covered areas/car parking spaces in the proposed new building.
- 1.14 **PROJECT TIME SCHEDULE** shall mean and include the time limits, durations and/or periods as may fully and particularly described under **FIFTH SCHEDULE** hereinafter written.
- 1.15 **FORCE MAJEURE** shall mean and include Riot, war, strike, change of enactment, supervening impossibility and/or events beyond human control.
- 1.16 **OWNERS' ASSOCIATION** shall mean and include the Owners Association to be formed and/or constituted by the Developer for the maintenance of the services and repairing of the new building by making the purchasers or flat/unit owners compulsory members of the association on payment of membership fee and/or monthly contribution towards maintenance of the new building at the schedule property as may be decided by the Owner's Association in proportion to the area in possession of the respective owners/purchasers.
- 1.17 **MUNICIPAL TAX AND OTHER STATUTORY DEMANDS** shall mean and include the Municipal Tax and other lawful demands on the residential units/flats/apartments/commercial units/covered areas/car parking spaces to be payable and discharged by the holders of such residential units/ flats/ apartments / commercial units/covered areas/car parking spaces either proportionately or against issuance of separate tax bill to the Howrah Municipal Corporation.

- 1.10 **WORDS** imparting singular shall mean and include plural and vice-versa. The words imparting masculine gender shall mean and include feminine and transgender and vice-versa.

## ARTICLE - II COMMENCEMENT

- 2.1 This Development Agreement shall commence or be deemed to have commenced on and from the date of execution of this development agreement by the parties;

## ARTICLE - III OWNERS' REPRESENTATION

- 3.1 The owners are the recorded owners of Schedule Property and are well and sufficiently notified thereof;
- 3.2 There is no impediment or bar of any nature whatsoever for the owners to enter into this agreement and to entrust the work of development of the schedule property unto and in favour of the developer in terms of this Agreement;
- 3.3 The owners are fully entitled to convey, assign and transfer various portions of the proposed new building to the prospective buyers and purchasers against valuable consideration or by way of gift or otherwise;
- 3.5 The owners are fully entitled to get their names mutated in the assessment records of Howrah Municipal Corporation as joint absolute owners of the schedule property;
- 3.6 There is no excess vacant land at the schedule property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976;



**ARTICLE - IV**  
**DEVELOPER'S REPRESENTATION**

- 4.1 The Developer has knowledge and experience in the matter of development of immovable properties and construction of new buildings and has also arrangement of sufficient funds for carrying out the work of development of the schedule property and the construction of the new building thereon.
- 4.2 The Developer has agreed to undertake the work of development of the schedule property and construction of the new building thereon in accordance with the building plan to be sanctioned by Haverah Municipal Corporation on the terms and conditions recorded in this development agreement.
- 4.3 The Developer shall carry out the work of development of the schedule property at its own costs and expenses in accordance with the Building Plan to be sanctioned by the Haverah Municipal Corporation in accordance with the provisions of the Haverah Municipal Corporation Act, 1990 and/or Rules and Regulations framed there under as amended up-to-date and as per the terms and conditions as contained in this Agreement.
- 4.4 The developer shall be entitled to engage labour contractors or sub-contractors for the purpose of construction of the new building at the schedule property on the same terms and conditions without any reference to the owners.

**ARTICLE - V**  
**OWNERS' COVENANTS**

- 5.1 The owners hereby appoint the Developer as the Builder and/or the Developer and/or Promoter for the purpose of Development of the schedule property and/or construction of the New Building thereon as per the scheme of development expressly contained in this Agreement.

- 5.2 The Owners have delivered the peaceful physical possession of the schedule property to the Developer on the date or simultaneously with the execution of these presents for undertaking the development work and for performance of other necessary and statutory obligations;
- 5.3 The owners have delivered to the developer original of all relevant documents relating to the schedule property simultaneously with the execution of these presents;
- 5.4 The owners shall sign, execute and deliver all declarations, applications, letters and other papers and documents as may be necessary or required for obtaining sanctioned plan, mutation, electricity, water, drainage, sewerage and other essential services in or upon the said new building or portion thereof either in the name of the developer or the transferee or buyers of various portions of the new buildings) at the schedule property;
- 5.5 The owners hereby also authorize and empower the developer to do various acts, deeds, and things necessary for development of the schedule property and/or demolition of the existing structure standing thereon and/or construction of the proposed new Building and/or for dealing with or disposing of or entering into agreement for sale in respect of residential units/flats/apartments/commercial units/covered areas/car parking spaces in the proposed new building and for realization of entire sale consideration for itself and on account of the owners;
- 5.6 The owners shall not in any manner object or obstruct in the carrying-out of the development of the schedule property and/or the construction of the new buildings) by the developer thereat and shall not do or permit any one to do any act, deed, matter or things which may in any manner cause hindrance or obstruction in the development of the schedule property and/or construction of the new building or blocks of the buildings by the Developer thereat;

- 5.7. The Owners shall not during the currency of this Agreement and/or pending completion of the project and/or execution and registration of the instruments of transfers in respect of residential units/flats/apartments/commercial units/covered areas/ car parking spaces in the proposed new building, in any manner encumber, mortgage, charge, let-out or otherwise deal with, dispose of or enter into agreement in respect of the scheduled property or any portion thereof in any manner, whatsoever;
- 5.8. The Developer shall be entitled to represent the interests before the Howrah Municipal Corporation authorities, Howrah Police, ULC authorities and all other Government authorities and/or departments as may from time to time be necessary or required for the purpose of obtaining sanctioned Building Plan and/or for carrying out the Development work and/or construction of the proposed new building;
- 5.9. The Developer shall be entitled to apply for and obtain all necessary sanctions, permissions and/or clearance certificates from the appropriate Government authorities and/or departments as may from time to time be necessary or required;
- 5.10. The Developer shall be entitled to at his discretion to retain, appoint and employ such means, officers, Architects, Engineers, Labour Contractors, Managers, Supervisors, Durwan and other employees for the purpose of carrying out the work of development of the schedule property or construction of new building thereat as the Developers shall think proper;
- 5.11. The Developer shall be entitled to seek necessary modification and/or revocation of the building plan and/or have the re-made or modified building plan sanctioned from the Howrah Municipal Corporation authorities or other appropriate Government authorities and/or Departments before or after the completion of the Development work or construction of the new building at the schedule property, as the case may be;

- 5.12 The Developer shall dismantle old structure at the schedule property at its own cost and risk and all the old building materials shall be appropriated exclusively by the Developer.
- 5.13 The owners shall be liable and responsible for making boundary declarations and execute registered undertakings as the present owners of the schedule property, if necessary, or if called upon to do so by the developer.
- 5.14 The Developer shall be entitled to erect and/or build residential units/flats/apartments/commercial units/covered areas/car parking spaces in the proposed new building on account of owners or on behalf of the intending buyers and/or transferees or on his own account in accordance with the building plan to be sanctioned by the Howrah Municipal Corporation.
- 5.15 The intending buyers and/or transferees of the residential units/flats/apartments/ commercial units/covered areas/car parking spaces in the proposed new building shall be entitled to proportionate equitable share and/or interest in the land.
- 5.16 The Developer shall be at liberty, at its discretion, to negotiate with the intending buyers/transferees and to enter into agreement for sale of the residential units/flats/apartments/ commercial units/covered areas/car parking spaces in the proposed new building and to receive and/or realize the earnest moneys, part payments and other consideration money and appropriate such earnest moneys, part payments and other consideration money and use, utilize and appropriate 55% of the sale consideration for meeting its own costs, expenditure and profits and deposit/transfer 45% of the earnest moneys, part payments and other consideration money to the owners.
- 5.17 The Owners shall be entitled to the owners' allocation in the new building in the manner as more fully and particularly described in the Second Schedule hereinafter written;

- 5.18 The Developer shall be entitled to sell, transfer, convey, alienate, assign, gift, mortgage, let out or lease out residential units/flats/ apartments/commercial units/covered areas/car parking spaces, etc. together with the undivided proportionate impartible share and/or interest in the land under the new building by executing and presenting for registration necessary instruments of transfer as the constituted attorney of the owners;
- 5.19 The buyers and/or purchasers shall proportionately pay or reimburse towards the amount of security deposit or cable charges or any additional charges levied or realized by the electricity utility for installation of meter, metering installations, transformers, gadgets to enjoy supply of electricity in respect of their units/flat/covered spaces;
- 5.20 The Developer shall bear and/or reimburse the owners all costs and charges towards sanction fees and other amounts of money incurred in sanction of the building plan by the concerned authorities of Howrah Municipal Corporation in the name of the owners;
- 5.21 The Developer shall construct and complete the new building or buildings at the schedule property within a period of 36 (thirty six months) from the date of execution and registration of this development agreement and the said time shall be extended by the owners and the developer on mutual terms and conditions;
- 5.22 The Developer shall remain in exclusive charge of proposed new building or blocks of building to be constructed on the schedule property till completion of the construction work and disposal of residential units/flats/ apartments/commercial units/covered areas/car parking spaces, etc. together with the undivided proportionate impartible share and/or interest in the land under the new building until realization of entire sale consideration and satisfaction of all terms contained in this Joint Venture Agreement.

**ARTICLE - VI**  
**DEVELOPER'S COVENANTS**

- 6.1 In consideration of the owners permitting and/or allowing the Developer to develop the schedule property in the manner and upon the terms and conditions recorded in this Agreement the developer hereby accepts and confirms his appointment as Developer and agrees to develop the schedule property at his own risk and responsibility and at his own cost and expenses after demolishing the existing structure and erecting and/or constructing a several storied building thereon in accordance with the building plan and/or plans to be sanctioned by the Howrah Municipal Corporation in terms of the Howrah Municipal Corporation Act, 1980 and the Building Rules and Regulations framed there under as amended up-to-date;
- 6.2 The Developer shall keep the owners indemnified against all actions, suits, proceeding, claims, demands, costs, charges and expenses arising out of the development work and/or demolition and/or construction of new building over the schedule property, in any manner, whatsoever;
- 6.3 The owners herein shall not in any manner be liable and/or responsible for the costs, charges and expenses of any sort or nature incurred in the development of the schedule property and/or the construction of the proposed new building or blocks of building and the developer firmly undertakes to keep the owners absolutely indemnified and harmless from any local issues, police complaints, accidents, municipal action, whatsoever;
- 6.4 The Developer specifically and firmly undertakes that the electricity connection, water connections, drainage connection and all other amenities and essential supplies necessary for maintenance of the residential units/flats/ apartments/ commercial units/covered areas/car parking spaces, etc. in the new building or blocks of building at the schedule property shall be provided by the Developer;

- 6.5 The Developer shall be solely responsible and/or liable for the payment of salaries, wages, charges and remuneration of all masons, masons, supervisors, architect, contractors, engineers, security guards and other employees and staff as may be appointed and/or employed by the Developer for the purpose of development and construction of the new building(s) at the schedule property.
- 6.6 The Developer shall be entitled to have free access to the schedule property throughout day and night after taking possession of the schedule property in terms of this agreement.
- 6.7 The Developer shall be entitled to execute from time to time any document or documents in respect of the booking or sale of the constructed area along with undivided proportionate variable impartible share in the land and/or structure comprised in the schedule property as the Developer may think fit and proper and present those documents for registration in the Office of the Registrar or Additional Registrar or Sub-Registrar having jurisdiction over the schedule property and also admit execution of such agreement for sale or instruments in the Office of the aforesaid authority/authorities and generally to do all things necessary and expedient as fully and effectually as the owners themselves could do if personally present.
- 6.8 The Developer shall be liable to refund the amount of advances, if any to the buyers, if it fails to construct and/or deliver the residential units/flats/ apartments/commercial units/covered areas/car parking spaces, etc. booked by such buyers in the proposed new building at the schedule property and shall be solely and exclusively liable and responsible for all obligations and liabilities, either financial, civil and/or criminal arising there from save and except any dispute regarding title.
- 6.9 The Developer shall have the absolute right to invite offers and make publicity by way of advertisement or otherwise for sale of residential units/flats/ apartments/commercial units/covered areas/car parking spaces, etc. in the new building and also to fix and settle the price of such residential units/flats/

apartments/commercial units/covered areas/car parking spaces, etc. with the prospective buyers and/or purchasers and in this behalf the developer shall have the exclusive right to name the project and name the proposed new building.

- 6.10 The Developer shall have the absolute and exclusive right to put the prospective buyers of the residential units/flats/apartments/commercial units/covered areas/car parking spaces, etc. in the new building in possession of their respective residential units/flats/apartments/commercial units/covered areas/car parking spaces, etc. and the owners shall not be entitled to raise any objection in this behalf.

#### **ARTICLE - VII** **MUNICIPAL RATES AND TAXES**

- 7.1 The Developer hereby agrees and undertakes to pay all outstanding and current rates and taxes and other dues payable to the Howrah Municipal Corporation or to any Government or Semi-Government authority or to any statutory body or any local authority in respect of the schedule property till completion of the development project at the schedule property.
- 7.2 The Developers and/or buyers and/or transferee of the residential units/flats/apartments/commercial units/covered areas/car parking spaces in the new Building shall bear and pay the proportionate amount of Municipal rates and taxes pertaining to their respective floor area from the date of taking possession of their respective residential units/flats/apartments/commercial units/covered areas/car parking spaces together with the undivided proportionate impartible share and/or interest in the land.



**ARTICLE - VIII**  
**MISCELLANEOUS PROVISIONS**

- 8.1 The Developer, in consultation with flat owners/occupiers of the new building shall be responsible to frame scheme for proper management, maintenance and administration of the new building as regards common areas and common essential services and shall make Rules and Regulations for the same.
- 8.2 The letters, receipts and/or notices issued by a party and served upon the other party by registered post to the addresses shown in these presents will be sufficient proof of service of the same upon each other.

**ARTICLE - IX**  
**COMMON PORTIONS**

- 9.1 The main entrance, site open space, corridor, passage, drainage, pits, stair case, lift, lobby, pump room, electric meter board/room underground water reservoir, overhead water tank, main electric meter and the boundary wall of the schedule property shall remain in common for the use of unit holders.
- 9.2 None of the occupiers/flat owner shall claim for partition of flat/unit and/or land of the schedule property or common facilities available at the schedule property.
- 9.3 The flat and unit owners shall constitute a Flat Owners Association for maintenance of the schedule property.
- 9.4 The Association shall maintain and repair the schedule property including painting of the outer walls, repairing of the roof and maintenance of common portions of the building and essential services and supplies at the schedule property.

**ARTICLE - X**  
**ARBITRATION**

- 10.1 In case any dispute or differences crops-up between the parties to this agreement then the same shall be referred to the sole arbitration of Mr. Javed K. Sanwarwala, Advocate of 8/2, Kiran Shankar Roy Road, Room No. 5, first floor, Kolkata - 700 001 in accordance with the provisions of Arbitration and Conciliation Act, 1996 whose decision shall be final and binding upon the parties.
- 10.2 The reference shall be adjudicated and the proceedings shall be finalized and an award shall be passed by the Sole Arbitrator within a period of Six (6) months reckoned from the 1<sup>st</sup> date of hearing fixed for the purpose.
- 10.3 The cost, remuneration and other expenses of the Arbitrator shall be borne in equal shares by the owners and the developer.

**ARTICLE - XI**  
**POWER OF ATTORNEY**

**NOW KNOW ALL THAT WE** the **OWNERS** herein as the **PRINCIPALS**, in accordance with the terms and conditions of the development agreement, hereby constitute, designate and appoint **MD. AZAM KHAN (PAN: DQHPK5768K AADHAAR No. 1262102802101)** son of Sanfar Rahman Khan, by faith Muslim, by nationality Indian, by occupation business, residing at premises No. 59, Bon Behari Bose Road, Shibpur, Police Station Howrah, Post Office Ramkrishnapur, District Howrah - 711 101 the sole proprietor of **M/S. UROOJ** a proprietorship concern having its office and principal place of business at premises No. 72/11, Bon Behari Bose Road, Shibpur, Police Station Howrah, Post Office Ramkrishnapur, District Howrah - 711 101 as our lawful **ATTORNEY** to act for us and on our behalf to do execute and perform all or any of the following acts, deeds and things in respect of the schedule property:-

1. To appoint Architect(s), Engineer(s), Surveyor(s), staff(s), if required, for the development work at the schedule property;
2. To sign, execute and submit all papers, applications, documents, statements, undertakings, declarations and map(s) or plan(s) as may be required before the Haryana Municipal Corporation, U.L.C. Department, H.T. and/or at any other concerned authority or authorities in connection with the sanction of the building plan and/or its modification, variation, addition and/or alteration and regularization in connection with development of the Schedule property as the said Attorney in his absolute discretion think fit and proper;
3. To file and submit Declarations, Affidavit(s), statements, application(s) and/or returns before relevant authority or authorities in connection with the development work at the schedule property;
4. To receive any letter, registered letter, parcel or any other postal articles and document(s) in respect of the development work at the schedule property or in connection with any proceedings in respect of the Schedule property;
5. To apply before the Haryana Municipal Corporation, H.T., U.L.C. and/or any other authority or authorities for variation, alteration or modification or revalidation of the plan or plans to be sanctioned by the concerned authority or authorities and for that purpose to sign and execute such undertaking application(s), map(s), plan(s) or for any other purposes with respect to the Schedule property and make such representation as may be necessary as the said Attorney shall in his absolute discretion think fit and proper for the above purposes;
6. To develop and/or construct multi-storied buildings consisting of residential units/flats/apartments/commercial units/covered areas/car parking spaces for residential and/or commercial purposes and/or for any other purposes after demolishing the existing Structure of the Schedule property;

7. To apply for permission or exemption from the Competent Authority of the State of West Bengal and/or any other Urban Land (Ceiling and Regulations) Act, 1976 for sanction of building plan or its modification, revalidation, alteration in respect of the Schedule property and to obtain permission of land ceiling and for that purpose to make any declarations in our names and on our behalf as our Attorney shall deem fit and proper and also to appear before appellate authorities or any concerned authority of State Government in connection with the permission for new construction and for transfer of the Schedule property as aforesaid and generally to do various acts, deeds, matters and things our said Attorney in our behalf may deem fit and proper;
8. To take delivery of the sanctioned plan from the concerned authorities and pay such fee or demand as may be made or raised by the Howrah Municipal Corporation or such other authority for sanction of such building plan and to sign and execute documents and papers of all sorts and nature for the purpose of taking delivery of the Building plan from the concerned office of the Howrah Municipal corporation;
9. To pay and discharge all taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings, whatsoever, which are due and payable or which may hereinafter become due and payable for or on account of the Schedule property;
10. To commence, carry out and complete and/or cause to be commenced and completed, construction work at its entire cost on the schedule property as per specifications envisaged by the concerned authority or authorities including the Howrah Municipal Corporation;
11. To carry on correspondence with all concerned authorities and bodies including the Government of West Bengal and all its departments, the Howrah Municipal Corporation and/or local body or authorities or before any other concerned authorities for the time being in connection with modification, addition and

alteration of the sanctioned building plan, and to obtain floor space index for the construction proposed to be carried out on the schedule property and any other matters pertaining to the schedule property;

12. To enter upon the Schedule property at any time to affix any sign board regarding construction;
13. To represent us before the public, local and/or private authorities in respect of the construction at the schedule property and to take such actions and steps as may be necessary for effectually commencing the development work at the schedule property and completing the same;
14. To approach the Water Works Engineers, City Architects, other Engineers and all competent and concerned authorities/officers of the Howrah Municipal Corporation and other statutory and non-statutory body/bodies for the purpose of obtaining various permissions, water connection and service connection of all kind and nature and execute and sign all documents to the said effect;
15. To give necessary letters, writings and undertakings on our behalf and under his signature to the Howrah Municipal Corporation, Fire Brigade Departments, Police Departments and other department for obtaining necessary No-Objection or other certificates from the said departments and any other department of any statutory body or non-statutory body/bodies;
16. To carry on correspondence, finalise all deals and execute documents of all sorts with all concerned authorities or bodies including Government of West Bengal, Howrah Municipal Corporation, and other office/Department of all the relevant and concerned authorities;
17. To make necessary applications on our behalf under his signature to the CESC Ltd. or the relevant electricity utility and other concerned authorities for obtaining electric power and for any other purpose, whatsoever;

18. To execute Sale Deeds, conveyances, Gift Deeds, Mortgage Deeds, Lease Deeds or any other deed or documents in respect of any portion of the schedule property in favour of Howrah Municipal Corporation or for the purpose of enabling the CESC to put up an electric sub-station for the supply of electricity to the proposed new building on the Schedule property and for the purpose sign all letters, applications, undertakings terms and conditions as may from time to time be required by the concerned authorities;
19. To sell, transfer, alienate, gift, mortgage, lease out and/or let-out under any guise, mode and manner, whatsoever, the residential units/flats/apartments/commercial units/covered areas/car parking spaces for residential and/or commercial purposes in the proposed new building at the schedule property together with undivided impartible share of land and structure comprised in the schedule property or any portion thereof which includes owner's allocation to any of the intending purchaser/Third party and/or to any other person or persons or body/bodies either statutory or non-statutory against valuable consideration or otherwise and execute agreements, undertakings, instruments, Deeds, conveyances and documents /papers of all sorts and nature to the aforesaid and other effect and register the said Agreement, undertakings, instruments, Deeds, conveyances and Documents/papers in the office of the Additional Registrar of Assurances, Kolkata, District Registrar or Additional District Sub-Registrar at Howrah and/or at any other place in the State of West Bengal and Union of India and present such document or instrument on our behalf before the concerned Registrar for admission and registration;
20. To render account and transfer to us 45% of the total sale consideration to be realized by the Attorney on our account from transfer of residential units/flats/apartments/commercial units /covered areas/car parking spaces for residential and/or commercial purposes in the proposed new building at the schedule property and/or deposit the said 45% of the total sale consideration in our Bank Account;

21. To accept service of any writ of summons or other legal process and to appear before all Courts, Magistrates, Judicial or other officers, whatsoever, and to commence any action or other proceedings in any Court of Justice or Authority and to prosecute, discontinue settle, compromise and/or refer to Arbitration any suit, action or proceedings;
22. To appoint Pleaders, Advocates or Attorneys or Lawyers to appear and act in any Court of Justice or before any other office of any Central, State or local authority and to revoke such appointment and substitute any other in their place and stead;
23. To sign, verify and execute documents and papers of any description including plaints, written statements, counter claims, appeals, revisions and reviews, applications, affidavits and submit the same in the statutory and/or non-statutory office, courts, magistrates and any other legal and non legal forum;
24. To act on our behalf and in our names before the City Survey Authorities, Land Record Authorities, Collector of Land Revenue, and Assessors of Municipal Rates and Taxes, Town Planning Authorities, Commissioner of Police and Municipal Commissioner/Chairman and other Offices for the grant of Licenses or permits or for any other purpose as may be necessary under any local Acts, Rules or Regulations and also appear before such authorities on our behalf;
25. To make applications for water connections, electric supply and other incidental requirements that may be necessary and essential for the purpose of construction of the proposed building on the schedule property;
26. To apply for refund of deposits made or to be made with the Howrah Municipal Corporation, CESC Limited and other concerned authorities and receive such refunds;
27. To nominate, appoint or engage Solicitor, Advocates, Chartered Accountants Architects, Surveyors, Engineers Contractor/s and other professional Agents and to sign and give warrants or

Vakalatnama or other necessary authorities in their favour from time to time and to revoke their appointments and pay their remuneration including special fees and charges and to obtain necessary permission from the income tax department and other Departments to transfer the proposed building or any part thereof and to pay necessary revenue and tax in connection therewith;

28. To take any action against person/persons, occupier/occupiers etc. if any, in any court, and to represent us in any Court of Law and to sign all applications, plaints, written statements, applications, affidavits, review, appeal, petitions, on our behalf from time to time and/or enter into any agreement relating thereto and to negotiate with any trespasser or occupier of the schedule property or to refer the same to Arbitration or enter into any out of Court Settlement or otherwise deal with the same as effectively to all intents and purposes aforesaid;
29. To make applications to the Government or Semi-Government authorities for sanction of cement, sand steel and/or other building materials as may be required for the said development work and for that purpose to execute necessary letters and undertakings and furnish bonds including deposit;
30. To advertise in the newspapers for the transfer of residential units/flats/apartments/commercial units/covered areas/car parking spaces for residential and/or commercial purposes in the proposed new building at the schedule property and to enter into any agreement or Deed for transfer by way of Sale Deed, lease deed, conveyance, Gift Deed, Mortgage Deed or any other Deed of any nature or any other permissible means of transfer of such residential units/flats/apartments/commercial units / covered areas/car parking spaces for residential and/or commercial purposes in the proposed new building at the schedule property and receive all the advances or earnest money or any consideration money or premium money or any consideration amount from the intending transferee(s) or lessee(s) or purchasers upon such terms and conditions as our said Attorney shall deem fit and proper and to execute all such



agreements and Deeds for transferring or selling or gifting or leasing out the residential units/flats/apartments/commercial units/covered areas/car parking spaces for residential and/or commercial purposes in the proposed new building at the schedule property and to do all such necessary acts and things as may be necessary or proper in that behalf in accordance with the terms and conditions of this Agreement;

31. To do everything whatever our said Attorney deem fit and proper to expedite development of schedule property and/or construction of the new building at the Schedule property in accordance with the terms of this agreement;
32. And to do and cause to be done all acts, deeds, matters and things as our said Attorney shall think fit and proper in respect of the development of the schedule property and transfer of residential units/flats/apartments/commercial units/covered areas/car parking spaces for residential and/or commercial purposes in the proposed new building at the schedule property;
33. Upon our death or incapacity, it shall be the responsibility of the other surviving heirs to grant additional Power of Attorney, without any further demands or claims;
34. AND GENERALLY to do all the above acts, deeds, matters and things in respect of the schedule property as our said Attorney in his absolute discretion think fit and proper which we could have ourselves done, if present personally;
35. AND we ratify and confirm and agree to ratify and confirm all the aforesaid acts, deeds and things which our said Attorney shall lawfully do or execute or cause to be done or executed by him as if we were personally present notwithstanding the fact that no special power in that behalf is contained in these presents;

36. Be it specifically stated that we are the joint absolute owners of the schedule mentioned property free from all encumbrances and have the right to transfer the property by appointing such Attorney, to do that acts in our names and on our behalf and schedule mentioned property is not situated within the notified area, cantonment area and is not a leasehold property and Thika tenancy property and no embargo and/or restriction have been imposed by any competent authority/Government Authority/ Any Honourable Court, and there exists no litigation over the property and if such statements are found to be false, the principals shall be solely responsible for that.

**FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece or parcel of land measuring **12 Cottaks 07 Chattaaks 33 Square feet** more or less together with **1000 sq.ft. R.T.Shed structure** standing thereon including all easement rights situate lying at and being amalgamated **Holding No. 222, G.T. Road (South), Police Station Shibpur, District Howrah, Pin: 711102** within Municipal limits of the Howrah Municipal Corporation **Ward No. 34** having **Assesse No. 32240** together with all easements attaches thereto and butted and bounded as follows:-

- On the North by : Holding No. 221, G.T. Road (South), Howrah .  
 On the South by : 223, G.T. Road (South), Howrah (Petrol Pump)  
 On the East by : G. T. Road (South), Howrah.  
 On the West by : Lokenath Chatterjee Lane.

**OR HOWSOEVER** the schedule property is butted bounded called known numbered demarcated and distinguished.

**SECOND SCHEDULE ABOVE REFERRED TO  
OWNERS' ALLOCATION**

The owners shall be entitled to 45% (forty five percent) of the total sale consideration from sale, transfer, alienation, assignment, gift and/or mortgage of residential units/flats/apartments/commercial units/covered areas /car parking spaces in the proposed new building together with proportionate impartible share in the land to be realized by the developer and transferred to the account of the owners.

**THIRD SCHEDULE AS REFERRED TO ABOVE  
(DEVELOPER'S ALLOCATION)**

The developer shall be entitled to remaining 55% (fifty five percent) of the total sale consideration from sale, transfer, alienation, assignment, gift and/or mortgage of residential units/flats/apartments/commercial units/covered areas/car parking spaces in the proposed new building together with proportionate impartible share in the land to be realized by the developer for meeting its costs, expenditure and profits.

**FOURTH SCHEDULE ABOVE REFERRED TO  
PROJECT TIME SCHEDULE**

1. The date of execution of this agreement will be the date of its commencement and this agreement shall come into force on and from the date of its execution.
2. The time for completion of the construction work of the proposed new building complete in its entirety shall be 36 (thirty six months) from the date of this development agreement extendable by mutual consent of the owners and developer.
3. The time limit fixed herein shall stand extended if the Developer is unable to complete the development project within the stipulated or extended period due to any Act of God or legal bar.

**FIFTH SCHEDULE ABOVE REFERRED TO  
SPECIFICATION OF WORK**

Type of construction	:	R.C.C. frame structure. Foundation and super structure will be as per sanctioned plan.
R.C.C. & Foundation	:	TMT Bars (30), Binding Wire 0.6 mm, Cement 53 Grade, Full course sand/ Medium coarse sand, Stone chips 5/8 down and ¼ pure.
Construction of walls	:	200 mm or 250 mm thick masonry walls.
Partition walls	:	125 mm and 75 mm thick masonry walls. Cement Plastering inside and outside walls of the building. Inside walls will be finished with plaster of Paris. Outside walls will be finished with weather coat with 2 coat color paint.
Plaster Work	:	(Wall, floor ceiling) with sand and cement mortar including rounding off or chamfering corners and raking out joints, roughening of concrete surface including throating, nosing and drip course, where necessary in the following ratio:- 1:6 Cement mortar 20 mm thick external 1:4 Cement mortar 15 mm thick internal 1:3 Cement mortar 10 mm thick ceiling
Flooring	:	All floors of rooms, common space of entire building, stair-case, verandah, kitchen, toilets will be finished with standard size Marble with skirting.

- Doors** :
- a. Sal wood Frame & flush Doors,
  - b. Collapsible gate at the main entrance.
- Windows** :
- Iron grill with aluminum sliding window.
- Toilet** :
- (concealed water connections)
- a) Premium marble flooring
  - b) Wall tiles up to the door frame height,
  - c) O.T. pan or western commode as per requirement,
  - d) Three point water connection,
  - e) Corner wash basin with tap
  - f) Flushing cistern,
  - g) P.V.C. door with frame, and
  - h) Wash basin in the drawing/living room
- Kitchen** :
- (concealed water connections)
- a) Premium marble flooring
  - b) Cooking platform of granite,
  - c) Steel sink
  - d) Wall tiles up to door frame height,
  - e) Two water connections with tap, for timely Corporation water and for 24x7 boring water supply.
- Electrification** :
- (Concealed wiring)
- a) **Rooms** (in each room)
    - 4 point of 5 Amp,
    - A.C. point,
    - 1 plug point,
    - 1 point for T.V.
  - b) **Drawing/Living Room**
    - 4 point of 5 Amp,
    - A.C. Point,
    - 1 plug point,

- 1 point for T.V
- 1 point for doorbell,
- 1 point for refrigerator of 15 Amp.

c) Toilet :

- 1 point for Light,
- 1 point for geyser of 15 Amp.

d) Kitchen :

- 1 point for light,
- 1 point for exhaust fan,
- 1 plug point.

<b>Roof</b>	:	3'x3' height parapet wall and plastering with chipping and finished with tiles. Setting waste clearing pipe / rain pipe.
<b>Overhead Tank</b>	:	R.C.C. Tank or G.I./C.I. Tank of sufficient capacity
<b>Reservoir</b>	:	R.C.C. Tank of sufficient capacity, One motor with pump, Reservoir to Overhead tank main Pipe.
<b>Boundary Wall</b>	±	Brick work and plastering
<b>Main Gate</b>	±	Iron Main Gate with fittings.
<b>Lift</b>	:	Standard size and quality

**Note** All interior decoration and electrical fittings is to be done by the flat owners/purchasers of the flat on their own expenses.

IN WITNESS WHEREOF the Parties hereto put their respective hands/ signatures on the day, month and year first above written.

- 1. Nethal Salam
- 2. Amran Salam
- 3. Afroz Salam
- 4. Rubana Zahid Khan

SIGNATURE OF THE OWNERS/PRINCIPALS

Witnesses:

1. Farhat Mondal.  
 59 Amrullah Ave  
 East Wash. 71101

For UROOJ

MD. Azam Khan  
 Proprietor

SIGNATURE OF THE DEVELOPER/ATTORNEY  
(MD. AZAM KHAN)

2. Genarib Sala  
 119 R.B. Avenue  
 Madinet Nasr, Highty-715704

Prepared and Drafted by me  
in my capacity

*[Signature]*  
 Advocate  
 M. F375/355/78

## FORM FOR TEN FINGER IMPRESSION

	<b>Left Hand</b>	Little	Ring	Middle	Fore	Thumb
						
	<b>Right Hand</b>	Thumb	Fore	Middle	Ring	Little
						

Signature Nehal Padam

	<b>Left Hand</b>	Little	Ring	Middle	Fore	Thumb
						
	<b>Right Hand</b>	Thumb	Fore	Middle	Ring	Little
						

Signature Amreen Salari

	<b>Left Hand</b>	Little	Ring	Middle	Fore	Thumb
						
	<b>Right Hand</b>	Thumb	Fore	Middle	Ring	Little
						












Signature Amreen Salari



## FORM FOR TEN FINGER IMPRESSION

	<b>Left Hand</b>	Little	Ring	Middle	Fore	Thumb	
							
		<b>Right Hand</b>	Thumb	Fore	Middle	Ring	Little
							

Signature Muhammad Soham Khan

	<b>Left Hand</b>	Little	Ring	Middle	Fore	Thumb	
							
		<b>Right Hand</b>	Thumb	Fore	Middle	Ring	Little
							

Signature Md. Anwar Ullah

	<b>Left Hand</b>	Little	Ring	Middle	Fore	Thumb	
		<b>Right Hand</b>	Thumb	Fore	Middle	Ring	Little

Signature \_\_\_\_\_

Certificate of Registration under section 60 and Rule 69.

Registered in Book - 1

Volume number 0502-2022, Page from 5199 to 5261  
being No 050213460 for the year 2021.



Digitally signed by KAUSTAVA DEY  
Date: 2022.01.05 15:03:54 +05:30  
Reason: Digital Signing of Deed.

*Kaustava Dey*

(Kaustava Dey) 2022/01/05 03:03:54 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. HOWRAH  
West Bengal.

(This document is digitally signed.)