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Certified that the document is admitted for registration. The signature sheets and the endowments attached with the document are the part of this document.

[Signature]
 District Sub-Registrar
 Alipore, Sub-24-paranas

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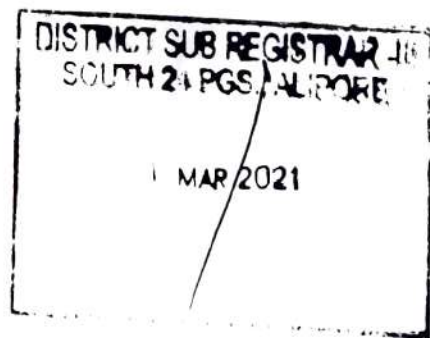
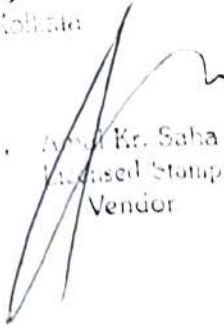
AGREEMENT FOR DEVELOPMENT WITH DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT FOR DEVELOPMENT & DEVELOPMENT POWER OF ATTORNEY is made this the 01st day of March Two Thousand Twenty One (2021) **BETWEEN**

Sl. No.
Name : **P. DAS**, Advocate
Address : High Court, Kolkata

Rs.
Kolkata College of Law,
11, Netaji Subhas Road, **Amal Kr. Saha**
Kolkata - 1. Licensed Stamp
Date..... Vendor

21 JAN 2021



Alipore Office
Alipore Office
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SRI TUSHAR KANTI GHOSH, (PAN-ADYPG1418P & Aadhaar No. 4115-3879-1791), son of Late Haripada Ghosh, by faith Hindu, Nationality-Indian, by occupation-Service, residing at 334, Santi Pally, P.S. - Kasba, P.O. -Anandapur, E.K.T.P., Kolkata 700 107, 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, administrators, legal representatives and assigns) of the **FIRST PART**:

AND

"SWASTIK ABASAN" a sole proprietor -ship firm having its registered office at 647, Kalikapur Road, Kolkata -70078, represented by its sole proprietress namely **SMT. INDRANI GHOSH**, (PAN: **AIHPG7655A & Aadhaar No. - 347141875489**) wife of Sri. Tushar Ghosh, residing at 334, Santi Pally, P.S. - Kasba, P.O. -Anandapur, E.K.T.P., Kolkata 700 107, hereinafter referred to as the '**DEVELOPER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**:

WHEREAS one Yachin Sardar, Azid Sardar and Mazid Sardar and others were the lawful owners of ALL THAT a piece and parcel of land measuring 24 Decimals more or less together with the dwelling structure standing thereon, situated at Mouza-Garfa, J.L. No.19, Pargana-Khaspur, R.S. No.2, Touzi No.10,12, comprised in C.S. Dag No.1722, 1723, appertaining to C.S. Khatian No.128 & 835 corresponding to R.S. Dag No.2027 to R.S. Khatian No.136 & 1194, under P.S. Kasba now Garfa,

at present lying within the limits of the Kolkata Municipal Corporation, Ward No.106, Sub-Registry office at Sealdah, in the District of South 24-Parganas, each having 1/3rd share therein but due to inadvertence, in the Settlement records of rights, the share of Yachin Sardar was recorded as 9 Annas and the said Azid Sardar and Mazid Sardar was recorded as 14 Paise share.

AND WHEREAS the said Azid Sardar and Mazid Sardar filed a suit in the Court of Ld.1st Munsiff at Alipore, vide Title Suit No.604 of 1935 claiming the equal share in the said property and on the basis of compromise petition, the said Ld. Court passed the final Order on 13.11.1935 and they became the owners of equal 1/3rd share.

AND WHEREAS the said Yachin Sardar, Azid Sardar and Mazid Sardar sold their share land to one Smt. Kalidasi Mitra, wife of Late Keshab Lal Mitra and other Korban Sardar sold his share of land to one Smt. Arati Basu by a Deed of sale, dated 12.11.1956, registered at D.R. Alipore, vide Book No.I, Deed No.8019 for the year 1956.

AND WHEREAS for the purpose of more convenient use and enjoyment, the said Kalidasi Mitra and others made partition or division of the said land in respect of their share, by a deed of Partition, dated 22.07.1961, registered at S.R. Alipore and recorded in Book No.I, Deed No.6314 for the year 1961 and the said Kalidasi Mitra was allotted the land measuring 8 Decimals of C.S.Dag No.1722 under Khatian No.835 and 16 Decimals of C.S.Dag No.1723 under Khatian No.128 at said Mouza-Garfa.

AND WHEREAS being in need of money, the said Smt. Kalidasi Mitra sold, transferred and conveyed a portion of the said land measuring 5

Cottah 4 Chitak 32 sq.ft. be the same a little more or less, more fully described in the First Schedule hereunder written, by a Deed of Sale, dated 08.08.1962, registered in the office of S.R. Alipore and recorded in Book No.I, Volume No.131, page from 4 to 6, Deed No.6873 for the year 1962 unto and in favour of the mother of the owner herein Smt. Binapani Ghosh.

AND WHEREAS after such purchase, the said Smt. Binapani Ghosh mutated her name in the office of the Kolkata Municipal Corporation in respect of the said land, which has since been known and numbered as Premises No.263, Purbachal Main Road, vide Assessee No.31-106-16-0263-3, Kolkata-700078, upon payment of rates and taxes thereto.

AND WHEREAS out of natural love and affection, the said Smt. Binapani Ghosh gifted a portion of the said land measuring 1 Cottah 5 Chitak 08 sq.ft. be the same a little more or less, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 18.02.2002, registered in the office of D.S.R.-III, Alipore and recorded in Book No. I, Volume No.116, page from 246 to 257, Deed No.5002 for the year 2002 unto and in favour of her son Sri Tarun Kanti Ghosh.

AND WHEREAS thereafter out of natural love and affection, the said Sri Tarun Kanti Ghosh gifted, transferred and conveyed the said land measuring 1 Cottah 5 Chitak 08 sq.ft. be the same a little more or less, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 04.12.2015, registered in the office of D.S.R.-III, Alipore and recorded in Book No.I, Volume No.1603-2015, page from 135217 to 135237, Deed No.160308159 for the year 2015 unto and in favour of his brother Sri Tushar Kanti Ghosh, the Owner herein.

AND WHEREAS out of natural love and affection, the said Smt. Binapani Ghosh gifted another portion of the said land measuring 3 Cottah 15 Chitak 24 sq.ft. be the same a little more or less, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 18.02.2002, registered in the office of D.S.R.-III, Alipore and recorded in Book No.I, Volume No.6, page from 736 to 748, Deed No.01057 for the year 2003 unto and in favour of her son Sri Tushar Kanti Ghosh, the owner herein.

AND WHEREAS by way of gift thus the Owner herein became the Owner of total land measuring 5 Cottah 4 Chittak 32 sq.ft. be the same a more or less, together with 200 sq.ft. Asbestos shed structure standing thereon, more fully described in the First Schedule hereunder written and mutated his name in the office of the Kolkata Municipal Corporation in respect of the said Premises No.263, Purbachal Main Road, vide Assessee No.31-106-16-0263-3, Kolkata-700078, upon payment of rates and taxes thereto and seized and possessed of the said property, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS the Owner is desirous of constructing a III storied building on the said land, but due to insufficiently fund, the Owner has placed her offer to the Developer herein to entrust the said development work with some terms and conditions and the Developer herein being satisfied regarding the right, title and interest of the said property accepted the said offer of the Owner herein under the following terms and conditions

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

That in this agreement unless anything appears to be repugnant to the subject or context:-

ARTICLE – I: DEFINITION

- 1.1 **OWNER**: shall mean and include the party of the First Part and her respective heirs and successors.
- 1.2 **DEVELOPER**: shall mean and include the Party of the Second Part and his heirs, executors, administrators, legal representatives and assigns.
- 1.3 **SAID PROPERTY**: shall mean and include the land measuring 5 Cottah 4 Chittak 32 sq.ft. be the same a more or less, together with 200 sq.ft.Asbestos shed structure standing thereon, situated Mouza-Garfa, J.L.No.19, Pargana-Khaspur, R.S.No.2,Touzi No.10, 12, comprised in C.S. Dag No.1722, 1723, appertaining to C.S. Khatian No.128 & 835 corresponding to R.S. Dag No.2027 to R.S. Khatian No.136 & 1194, being Premises No.263, Purbachal Main Road, vide Assessee No.31-106-16-0263-3,Kolkata–700078, under P.S. Kasba now Garfa, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.106, Sub-Registry office at Sealdah, in the District of South 24-Parganas, fully described in the First Schedule hereunder written .
- 1.4 **NEW BUILDING**: shall mean and include such III storied building shall be approved by the parties hereto in respect of the said property to be constructed on the said land.
- 1.5 **COMMON FACILITIES**: shall mean and include corridors, staircase, ways, landing, roof common passage, boundary wall, water reservoir, water tank, pump motor, electrical and sanitary

installations, fittings etc. and roof of the building and other facilities required for common enjoyment of the new building.

- 1.6 OWNER'S ALLOCATION: shall mean and include Owner will get five flats out of which two flats on **Ground floor South – West side** and two flats on **First floor South – West side** and one flat, on **Second floor South – East side** of the proposed three storied building together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building.
- 1.7 DEVELOPER'S ALLOCATION: the save and except the said Owner's Allocation, the remaining sanctioned area of the proposed building together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building will be allotted to the Developer herein.
- 1.8 BUILDING PLAN: shall mean and include the plan approved by the parties hereto for construction of the said new building and/or modified plan as may hereafter be approved by the parties hereto.

ARTICLE- II; DATE OF COIMMENCEMENT

2.1 This agreement shall be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developer's allocation is sold or transferred to the intending purchasers.

ARTICLE-III: OWNER' REPRESENTATION

3.1. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled in respect of the landed property, more

particularly described in the First Schedule hereunder written free from all encumbrances and have not entered into any agreement or contract with any person or persons in respect of the said property and have not received any advance or part payment thereof.

3.2. The said land is not affected by any Scheme of acquisition or requisitioned of the State/Central Govt. or any local body/authority and the same has a clear and good marketable title therein.

ARTICLE-IV: DEVELOPER'S REPRESENTATION

4.1 The Developer have sufficient knowledge and experience in the matter of development/construction of immovable properties and construction of new building and also arrangement of sufficient funds for carry out the work of development of the said property or construction of the said new building.

ARTICLE -V: DEVELOPMENT WORK

5.1 The Owner hereby appoints the Party of the Second Part as the Developer and/or contractor, which the Developer hereby agreed and accept.

5.2 The Developer shall carry on or cause to be carried out the work of development in respect of the said property by constructing the building, having several self contained flats on the Ownership basis and will sell the flats and spaces together with undivided proportionate share or interest in the land of the new building in favour of the prospective purchaser or purchasers except the Owner' allocation.

ARTICLE -VI: DEVELOPER'S COVENANTS

6.1 The Developer shall at his own expenses shall complete and/or cause to be completed the construction of the said new building and deliver the said Owner's allocation as stated hereinbefore within the **24 (Twenty Four)** months from the date of sanction of the building plan.

6.2 The Development of the said property and/or construction of the proposed new building shall be made by the Developer on behalf of the Owner or on account of the Developer himself or on account and/or on behalf of the intending purchaser or purchasers of the flats and spaces in the new building.

6.3 The Developer at his own costs and expenses apply for and obtain all necessary sanction and/or permission or No Objection Certificate from the appropriate authorities as may from time to time be necessary for the purpose of carrying out the work of development of the said property.

6.4 The Developer shall at his own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as may be required at the said building, but for supply of electricity in the new building, the Developer will apply to the electricity supply authority for obtaining the main connection or main meter and the said meter will be the common meter for all the occupiers of the proposed building, the individual meter to be installed at the cost of the Owner and/or intending purchasers and the Developer will co-operate for such installation of meter in their names.

ARTICLE-VII: OWNER' COVENANTS

7.1 The Owner shall grant and issue a General Power of Attorney, in favour of the Developer, authorising and/or empowering the Developer to do all acts, deeds matters and things necessary for completion of the

works of development of the said property and/or construction of the said proposed new building and/or to sell the Developer's allocation as per terms of this agreement.

7.2 The Owner shall be bound if so required by the Developer, sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declaration to enable the Developer to apply for and obtain electricity, sewerage, water and other public utility services in or upon the said new building and/or to co-operate the developer for modification and/or rectification to the plan sanctioned by the Kolkata Municipal Corporation, and for all of these acts, deeds and things the Owner shall grant power of Attorney in favour of the Developer.

7.3 The Owner shall not in any manner obstruct the carrying out of the Development of the said property and/or construction of new building in or upon the said land as herein agreed. Moreover the Owner shall have no right to claim anything except the Owner's allocation in the said building.

7.4 The Owner delivered the original title deed and all other relevant papers and documents to the Developer for selling and transferring the said Developer's allocation and the Developer herein retain the said original papers and documents so long the said Developer's allocation is sold to the intending Purchaser or purchasers.

7.5 All the flats and other spaces of the proposed new building to be erected and sold by the Developer except the Owner's allocation with the proportionate share in the land to the intending purchaser or purchasers on whose account such flats shall be erected by the Developer.

ARTICLE-VIII: CONSTRUCTION

8.1 The construction of the said new building shall be made by the Developer as per the plan sanction by the Kolkata Municipal Corporation.

8.2 The Developer shall be entitled to obtain necessary modification or rectification plan for the purpose of completion of the construction of the building if necessary to be sanctioned by the Kolkata Municipal Corporation.

8.3 The Developer shall retain appoint and employ such masons Architects, Engineers contractor, manager, supervisors, caretaker and other employees for the purpose of carrying out the work of development of the said property and/or the construction of the said new building as the Developer shall at his own discretion think fit and proper.

8.4 The Developer herein shall solely be liable or responsible for the payment of salaries, wages, charges and remuneration of masons supervisors, architects contractors, Engineers, caretaker and other staff and employees as may be retained appointed and/or employed by the Developer till the completion of construction and in this regard the Owner shall not in any manner would be made responsible or liable.

ARTICLE-IX: JOINT DECLARATION

11.1 During the continuance of this agreement, the Owner herein shall not in any manner sell, transfer, encumber, mortgage or otherwise deal with or dispose of her right, title and interest in the said property in any manner whatsoever and not do any act, deed, matter or thing which may

in any manner cause obstruction in the matter of development or construction of the said property.

11.2 The Owner shall not part with possession of any of the residential flats or other spaces of the said building to be constructed, except her allocation prior to notice to be served by the Developer.

11.3 The Developer shall unless prevented by any act of God or act beyond the control of the Developer, complete the construction of the said building within **24(Twenty-Four)** months from the date of sanction of the building plan.

11.4 If the Developer fails to complete construction and/or complete the said building during the said period, then in that case the Owner shall extent 6(six) months as grace period for completion of construction

11.5 The Owner till date have not taken any advance booking in respect of the said land and premises from any person or persons and the Owner have not encumbered the same in any manner whatsoever and declare that the said property is free from all encumbrances and it has a good, clear and marketable title .

11.6 The Owner will be bound to make registration of sale deed in respect of all flats and spaces of Developer's allocation at the cost of the Purchaser(s) in respect of proportionate share of land only without any claim or demand whatsoever. The Owner shall co-operate with the Developer for such registration and shall have no objection to be a party in the proposed deed of conveyance.

11.7 Be it noted that by this Development Agreement that the related Development Power of Attorney, the Developer shall only be entitled to

received consideration money by executing Agreement/Final Document for transfer of property as per provision laid down in the said documents as a Developer without getting any Ownership of any part of the property under Schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/ Final document for transfer of property between the owner and Developer in any way. This clause shall have overriding effect to any this written in this documents in contrary to this clause.

DEVELOPMENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **SRI TUSHAR KANTI GHOSH**, (PAN-ADYPG1418P & Aadhaar No. 4115-3879-1791), son of Late Haripada Ghosh, by faith Hindu, Nationality-Indian, by occupation-Service, residing at 334, Santi Pally, P.S. - Kasba, P.O. - Anandapur, E.K.T.P., Kolkata 700 107, hereinafter referred to as the **OWNER/PRINCIPAL** of the send greetings.

AND WHEREAS for the purpose of construction of the proposed III storied building on the said land and to sell and/or transfer of the said Developer's allocation of the proposed building together with undivided proportionate share in the land, and to appear before any office and places, I the Owner/Principal herein do hereby nominate, constitute, authorise and appoint the said Developer, **"SWASTIK ABASAN"** a sole proprietor -ship firm having its registered office at 647, Kalikapur Road, Kolkata -70078, represented by its soleproprietress namely **SMT. INDRANI GHOSH**, (PAN: AIHPG7655A & Aadhaar No. - 347141875489) wife of Sri. Tushar Ghosh, residing at 334, Santi Pally, P.S. - Kasba, P.O. -

Anandapur, E.K.T.P., Kolkata 700 107 as my true and lawful Attorney to do and execute inter alia the following acts, deeds and things :-

- 1 On my behalf to make sign and verify all applications or objection to the appropriate authorities for obtaining any licence, permission, or consent etc. required by law in connection with the construction of the said multi storied building on the Schedule mentioned land.
- 2 To execute, sign and prepare building plan or plans and submit the same to the building Department, The Kolkata Municipal Corporation upon signing and executing his name on the said plan or plans on my behalf and in my name and obtained the same from the Kolkata Municipal Corporation on payment of all fees and charges thereto.
- 3 To execute, sign and prepare the internal and external plan or plans for sewerage, drainage and submit the same to the Drainage Department, The Kolkata Municipal Corporation and sign and execute on the said plan or plans in my name and on my behalf and obtain the same from the Kolkata Municipal Corporation upon payment of all fees, charges etc.
- 4 To execute, sign and prepare any revise and/or modify plan for any deviation in the construction (if any would be made) and shall submit the same to the Kolkata Municipal Corporation, Building Department for regularisation and also appear before the K.M.C. Building Tribunal for hearing and obtain the same from the Kolkata Municipal Corporation, Building Department, on my behalf and in my name and also get Completion Certificate of the Building from the Kolkata Municipal Corporation.