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

District Sub-Register-III
Alipore, South 24-parganas

27.01.22

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made this the 21st day of January Two Thousand Twenty Two (2022) BETWEEN

Haran Chandra

5 JAN 2022

4714

ALOK SAFUI
Advocate, Alipore Police Court
Kolkata - 27

_____ Date _____
_____ Name _____
_____ Address _____


Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs. Kolkata

Kute Safui



143

R. S. CONSTRUCTION

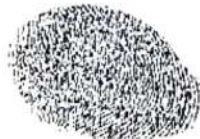
Kute Safui
Partner



144

R. S. CONSTRUCTION

Reeti Safui
Partner



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Haran Ch. Naskar



Don Safui
Alipore Police Court
27 JAN 22



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

27 JAN 2022

SRI HARAN CHANDRA NASKAR, (PAN-ABFPN2895J) son of Late Dasarathi Naskar, by faith Hindu, Indian, by occupation-Self- Employed, residing at 37/1, Arya Vidyalaya Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata -700078, 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

R.S. CONSTRUCTION, (PAN- ABAFR6912P) 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 & Aadhaar No.4153 9728 9840), daughter of Late Rana Safui, by faith-Hindu, Nationality-Indian, by occupation-Business and (2) MISS REETI SAFUI (PAN-JKLPS3714P & Aadhaar No.24662972 3566), daughter of Late Rana Safui, by faith Hindu, by occupation-Business, both are 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 the Partners their heirs, executors, administrators, legal representatives and assigns) of the

SECOND PART:

WHEREAS by a Bengali Deed of Partition, dated 20.11.2002, registered at D.S.R.-III, Alipore and recorded in Book No. I, Deed No.6320 for the year 2002, the Owner herein as the First Party was exclusively allotted ALL THAT land measuring 4(four) Cottah 3 (three) Chittak 25 (twenty five) sq.ft. be the same a little more or less, situated at Mouza - Garfa, J.L.No.19, Pargana - Khaspur, R.S. No. 2, Touzi No. 10, 12,13, comprised in R.S. Dag No.911 & 908 appertaining to R.S. Khatian

Haran Ch. Naskar

No.531&585 respectively, being part of Premises No. 37, Arya Vidyalaya Road, Kolkata -700078, now within the limits of the Kolkata Municipal Corporation, K.M.C Ward No.105, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, more fully described in the First Schedule hereunder written.

AND WHEREAS being the Owner of the said land, the Owner herein mutated his name in the office of the Kolkata Municipal Corporation in respect of the said land, which has since been known and re-numbered as Premises No. 37/1, Arya Vidyalaya Road, Kolkata-700078 and also recorded his name in the District Settlement office (B.L. & L.R.O) in respect of the said land, vide Memo No.18/1879/Mut /BLLRO/ A.T.M/Kasba/, dated 20.09.2007.

AND WHEREAS thus the Owner herein became the Owner of total land measuring 4 Cottah 3 Chittak 25 sq.ft. be the same a more or less, together with 1250 sq.ft. Covered Area structure standing thereon, more fully described in the First Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS the owner herein has agreed the terms and conditions as contained in the said Agreement for Development, executed by the him with the Developer herein.

AND WHEREAS the Owner is desirous of constructing a G+III storied building on the said land, but due to insufficiently fund, the Owner have placed their 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 & 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 their 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 4 Cottah 3 Chittak 25 sq.ft. be the same a little more or less, situated at Mouza -Garfa, J.L. No.19, Pargana - Khaspur, R.S. No.2, Touzi No.10, 12, 13 comprised in Dag No.908, appertaining to comprised in R.S. Dag No.911, appertaining to R.S. Khatian No.585 & 531, respectively, being Premises No.37/1, Arya Vidyalaya Road, Kolkata-700078, now within the limits of the Kolkata Municipal Corporation, Ward No.105, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry/A.D.S.R. 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 G+III storied building shall be approved by the parties hereto in respect of the said property to be constructed on the said land. Which will be newly build up complete by the Developers of his own cost.

1.5 COMMON FACILITIES: shall mean and include corridors, staircase, ways, landing, roof common passage, boundary wall, water reservoir, water tank, Lift, pump motor, electrical and sanitary installations, fittings etc. and roof of the building and other facilities required for common enjoyment of the new building.

Abir Chandra

1.6 OWNER' ALLOCATION: shall mean and include 50% constructed and/ or F.A.R. i.e of the proposed G+III storied building, i.e. Entire First floor and 50% of Top floor (North-East side) and 50% car parking space (should be demarcated properly) on the Ground floor of the said newly 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 and a sum of Rs.43,50,000/- (Rupees Forty three Lakh fifty thousand) only as and by way of non-refundable money, to be paid by the Developer to the Owner in the following manner :-

- i) At the time of Agreement & completion of mutation Rs.15,00,000/-
- ii) After obtaining sanctioned building plan Rs.15,00,000/-
- iii) Within six months from the date of sanctioned plan Rs.13,50,000/-

DEVELOPER'S ALLOCATION: the save and except the said Owner's Allocation, the remaining 50% of the constructed area and/or F.A.R. of the proposed G+III storied building, i.e. Entire Second floor and 50 % of Top floor (South-East side) and 50% car parking space (should be demarcated properly) on the Ground floor of said newly proposed building together with the said land with right to use and enjoy the common areas and facilities to be provided in the proposed building will be allotted to the Developer herein.

1.7 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

Harvey Ch Naska

intending purchasers after proper handing over of the Owner's allocation is effected subject to all relevant rules and laws.

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 and/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

Heran Ch. Nalwa

interest in the land of the new building in favour of the prospective purchaser or purchasers of the Developer's Allocation only and not of the owner's 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 36 (Thirty Six) 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 cost of the common meter will born by the purchaser & land owner proportionately, 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 Owners and/or intending purchasers and the Developer will co-operate for such installation of meter in their names.

Harun Ch. Naska

6.5 The Developer shall arrange by his own cost for sufficient accommodation and shifting in a suitable flat (3BHK) or house with a garage space for the Owner during the period of construction of the proposed building, till the handover the Owner's allocation to the Owner.

6.6 The Developer have right to break the existing building and utilize all materials for his own purpose and to sell all or any materials to any person or persons under the choice of the Developer and utilize the money or enjoy the said amount for his own purpose or for the development purpose whatsoever.

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 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.

7.3 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.

7.4 All the flats and other spaces of the proposed new building to be erected and sold by the Developer except the Owner' allocation with the

Herman Ch Naskar

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. However in case, any extra Constructed area is allowed by the relevant authorities to be constructed, the same shall also be shared equally among the Owner's and the Developer's and consequently the Owner allocation and Developer allocation shall be altered correspondingly.

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

Haran Chandra

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 their 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. However in the extreme emergency, wherein the Developer needs to alienate his title in the said property, he shall do so only after the consent of the Developer and also must ensure that the right of the Developer are not compromised in any manner on the said property.

11.2 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 36(Thirty-Six) months from the date of sanction of the building plan.

11.3 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.

11.4 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 .

11.5 The Developer will have to pay the tax of Kolkata Municipal Corporation for the said Premises being No. 37/1, Arya Vidyalaya Road, for the period from the date of registration (deal) of this agreement till complete the new building and handing over the Owner's allocation as per this agreement.

Harman Ch Naskar

BE it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property of the Developer's Allocation only, as per provisions laid down in the said documents as a developer without getting any ownership of any part of the Property under Schedule. The 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 the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of Bastu land measuring 4(four) Cottah 3 (three) Chittak 25(twenty five) sq.ft. be the same a little more or less, along with 1250 sq.ft. Covered structure standing thereon situated at Mouza-Garfa, J.L. No.19, Pargana-Khaspur, R.S. No.2, Touzi No.10, 12, 13 comprised in Dag No.911 & 908, appertaining to R.S. Khatian No.531 & 585 respectively, being KMC Premises No.37/1, Arya Vidyalaya Road, Kolkata-700078, now within the limits of the Kolkata Municipal Corporation, Ward No.105, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

On the North : Land of Gour Chandra Naskar.

On the South : 16ft. Wide road and Land of Jaydeb Naskar

On the East to West : 16' Wide road

On the West : Land of Haran Chandra Naskar,

Haran Ch. Naskar

SECOND SCHEDULE ABOVE REFERRED TO

(Owner' Allocation)

1.9 **ALL THAT** 50% constructed and/ or F.A.R. i.e of the proposed G+III storied building, i.e. **Entire First floor** and 50% of Top floor (North-East side) and **50% car parking space(should be demarcated clearly)** on the Ground floor of the said newly proposed building together with undivided proportionate share in equally in the said land with right to use and use the common areas and facilities to be provided in the said building and a sum of **Rs.43,50,000/-** (Rupees Forty three Lakh fifty thousand) only as and by way of non-refundable money, to be paid by the Developer to the Owner in the following manner :-

- iv) At the time of Agreement& completion of mutation Rs.15,00,000/-
- v) After obtaining sanctioned building plan Rs. 15,00,000/-
- vi) Within six month from the date of sanctioned plan, Rs.13,50,000/-

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

ALL THAT the save and except the said Owner's Allocation, the remaining 50% of the constructed area and/or F.A.R. of the proposed G+III storied building, i.e. **Entire Second floor** and 50 % of **Top floor** (South-East side) and 50% car parking space (should be demarcated clearly) on the Ground floor of said newly proposed building together with the said land with right to use and enjoy the common areas and facilities to be provided in the proposed building will be allotted to the Developer herein.

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the Construction)

STRUCTURE: R.C.C structure with beams columns and slab. Steel should be used by approved brand of SAIL/Tata/ SRMB or Shyam Steel. Cement should be used by Ambuja /Ultra Tech or A.C.C.

Haran Chandra

WALLS: Internal wall of 3" thickness External of 8" thickness by no.1 first class new bricks with plaster. Brick should be cured with water before Construction of wall.

FLOORING: flooring will be made with good quality vitrified tiles.

DOORS: All door frames will be made of sal wood 4" x 2 1/2" inner surface of the frame should be pointed. Entrance main door will be made of 32mm thick wood with door stopper. Other doors will be of flush door, 32/35 mm in thickness. Toilet and W.C. door will be of PVC sheet.

WINDOWS: Sliding Aluminium channel of OM brand window with 3.5 mm glass colour with steel grills and necessary fittings and Box Grill in one Flat and the balcony will be covered by still grill up to 2'-6" from floor level.

ELECTRICAL: Bed room-4 point, Double bracket- one point, Foot light point, 5 Amp one point, 15 Amp plug point one. kitchen- 2 point, 5 Amp two point, 15 Amp two point. Toilet-2 point, one Exhaust fan point and one Geiser point. Balcony- one point & 5 Amp plug point. Drawing/dining-4 point, Double bracket point, 5 Amp 2 point and 15 Amp one point, Tube light 2 points and a calling bell point outside the flat.

SANITARY & PLUMBING: Kitchen-Black stone slab top cooking platform with sink having with bib cock (1 no.), including one gas cylinder space. Glazed tiles up to 3'ft. height from cooking platform in kitchen, in Kitchen- water point 2 nos. In Toilet 6'ft. height glaze tiles on the wall and Complete set of Pan/Commode 1 No. Wash basin (white) with fitting of 1 no. with C.P. pillar cock (wash basin may be fixed outside the toilet).

WATER SUPPLY: Overhead P.V.C. reservoir and undergrounds reservoir with Municipality water line to be provided. Electrical pump and motor to be installed by developer at ground floor level within a suitable place for lifting water to overhead reservoir.

Harsh Chandra

PAINTING: External finish—All external walls covered with Weather Shield Max of Asian paints/ICI brand. Internal walls should be wall putty with acrylic Emulsion paint.

Lift .

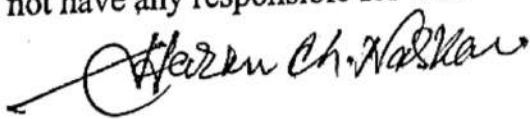
N.B. All extra work of fittings can be provided subject to approval of the engineer with extra cost all paid by the Developers.

All materials in connection with the new proposed building in the above noted premises are to be used in best qualities.

The building construction materials like reinforcement, cement, sand and bricks etc will have to used proportionately and maintained as per building schedule in new and good condition as per this agreement

The Developer will have to informed to the owner at the date of every roof casting.

The Developer will have to all complete the said project (building works) with in the 36 (thirty six months) + Grace Time 6 (six) Months Maximum time, which committed in this agreement, if fails it, then the Owner shall not have any responsible for that.

Haren Ch. Naskar

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED & DELIVERED

In presence of:-

1 *Don Sefu*

2. *Prati Sarker*
Alipore Police Court
28/4/22

Haran Ch. Naskar
OWNER

R. S. CONSTRUCTION R. S. CONSTRUCTION
Keeti Sefu *Reeti Sefu*
Partner Partner

DEVELOPER

Drafted by:-

Don Sefu
Advocate, *F46/99*
Alipore Police Court,
Kolkata - 700 027.

RECEIVED from the within named Developer the within mentioned sum of Rs.15,00,000/- (Rupees Fifteen Lakh) only, being the part payment out of the total forfeiture money, paid by the Developer as per memo below :-

MEMO

<u>Cheque No.</u>	<u>Date</u>	<u>Bank/Branch</u>	<u>Amount</u>
594616	21.01.22	S.B.I. Gurgaon	Rs. 13,50,000/-
T.D.S.			1,50,000/-

Total ... Rs.15,00,000/-

WITNESSES:-

1. *[Signature]*

2. *[Signature]*

[Signature]
OWNER

PHC



Thumb

1st finger

middle finger

ring finger

small finger

Name... KRITI SAFUI

Signature... Kriti Safui

Thumb

1st finger

middle finger

ring finger

small finger



left hand

right hand

Name.....

Signature... Haran Ch. Akhara

Thumb

1st finger

middle finger

ring finger

small finger



left hand

right hand

Name... REETI SAFUI

Signature... Reeti Safui

Thumb

1st finger

middle finger

ring finger

small finger



left hand

right hand

Name.....

Signature... Alex Safui

ificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2022, Page from 39338 to 39367
being No 160301070 for the year 2022.



Digitally signed by DEBASISH DHAR
Date: 2022.01.28 11:34:25 +05:30
Reason: Digital Signing of Deed.

Dhar

(Debasish Dhar) 2022/01/28 11:34:25 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)