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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature, stamp and the endorsement of the District Sub-Registrar-II are the proof of the document.

  
District Sub-Registrar-II  
Alinore, South 24 Pargana.

13 JAN 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 13th day of January, 2022 (Two Thousand Twenty Two)

BETWEEN

6207

10.01.2022

Date: \_\_\_\_\_  
and to: Rajesh Dutta Pa  
of: Alipore Police Court 14-24  
Purpose: Stamp

*[Signature]*

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

6207 or 52201 - (A fine amounting to)



District Sub-Registrar-II  
Alipore, South 24 Parganas  
13 JAN 2022

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- Hand  
- 82

**SMT. SIPRA DUTTA**, PAN – ACDPD9770H, Aadhaar No. 2846 0731 1760, wife of Sri Sankar Kumar Dutta, by faith - Hindu, by Nationality - Indian, by occupation – Housewife, residing at 12/2, Dakshinapan Road, P.O. Dhakuria, P.S. Lake, Kolkata 700 028, District South 24 Parganas, hereinafter referred to as the “**OWNER**”(which term or expression shall unless repugnant to the context either expressly or impliedly shall deem to mean and include their heirs, legal representatives, successors in interest and assigns) of the **FIRST PART.**

**AND**

**M/S. B.D.CONSTRUCTION**, a proprietorship firm, having its Office at 303 Putiary Panchanantala Road, P.O. Paschim Putiary, Kolkata 700 041, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, in the State of West Bengal, represented by its sole proprietress **SMT. BANI DUTTA**, PAN-AGGPD4314E, Aadhaar No. 6369 2994 2552, wife of Sri Chiranjit Dutta, by faith Hindu, by occupation Business, by Nationality Indian, residing at 303, Panchanantala Lane, Post office - Paschim Putiary, Kolkata 700 041, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless repugnant to context either expressly or impliedly shall deem to mean and include its heirs, legal representatives, successors in office) hereinafter also referred to as the **SECOND PART.**

**WHEREAS** one Begum Bibi & Ayesha Bibi, by way of inheritance and thereafter by way of a Deed of Exchange became the owners of a land measuring 28 Decimals lying and situated at Mouza Haridevpur, J.L. No. 25, Re. Sa. No. 35, Pargana Khaspur, Touzi No. 3358, comprised in C.S. Khatian No. 505, R.S. Khatian No. 1318, R.S.

5

Dag No. 1320, P.S. the then Thakurpukur now Haridevpur, District South 24 Parganas.

**AND WHEREAS** the said Begum Bibi & Ayesha Bibi during enjoyment of the above land sold, transferred and conveyed the entire 28 decimals land in favour of Sanjib Majumder son of Raimohan Majumder, Niranjana Pal son of Josoda Kumar Pal, Khagendra Kumar Sur son of late Birendra Kishore Sur and Tapas Kumar Mitra son of late Bishnupada Mitra, at a valuable consideration as mentioned therein and delivered possession thereof. The said Deed was registered on 02.09.1994 before the office of SR – Behala and recorded there in Book No. I, being Deed No. 4105 for the year 1994.

**AND WHEREAS** after purchasing the said the above four persons while enjoying the said property they due to urgent need of money sold, transferred and conveyed a demarcated portion of land measuring about 03 Cottahs 12 Chittaks 05 Square Feet in favour of the present owner herein, by way of a registered Deed of Conveyance, which was executed on 04.11.1994, which was registered before the office ADSR – Behala and recorded therein in Book No. 1, Volume No. 100, Pages from 113 to 126, Being No. 4883 for the year 2004.

**THUS** the present owner herein became the absolute owner of land measuring about 03 Cottahs 12 Chittaks 05 Square Feet by way of purchase and she has been enjoying the same by mutating her name before the K.M.C and since then the property has been known and numbered as KMC Premises No. 26/1, Sabujayan, vide Assessee No. 711432301040, KMC Ward No. 143, P.S. now Haridevpur, Kolkata 700 104, District South 24 Parganas and the owner also mutated her name

name before the B.L. & L.R. Office under L.R. Khatian No. 4308, R.S. & L.R. Dag No. 1320 and she has been paying rates and taxes to the appropriate authority, free all encumbrances, morefully and particularly described in the **SCHEDULE – A** hereunder written and the aforesaid land will hereinafter be referred to as the “**Said Premises**”.

**AND WHEREAS** the said property is absolute free from all encumbrances, attachment, lien, impendence, debattor, pirrattor, trust, vest, no Notice of Requisition and Acquisition has been served upon the Owner and/or the said property has not been affected by way of Order of any Court for selling and/or alienating the same, the Owner has been absolute authority to deal with the said property and the Owner hereby declare that she has full power and absolute authority to enter into this Agreement.

**AND WHEREAS** the Owner of the First Part is desirous of developing the said premises by construction of new building for Residential purpose but due to insufficient of fund and lack of knowledge, the Owner herein while searching a Developer for construction of a new building, the Other Part herein being informed about the intention of the Owner and have approached the Owner to construct a new building and the Owner being convinced with the said approach accepted the Developer proposal with the following terms and conditions as are mentioned hereinafter.

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

## ARTICLE -1

### DEFINITIONS

1. Unless in these presents, it is repugnant to or inconsistent with the context:-

#### 1.01. **OWNER :-**

Shall mean SMT. SIPRA DUTTA, PAN – ACDFD8770H, Aadhaar No. 2846 0731 1760, wife of Sri Sankar Kumar Dutta, by faith - Hindu, by Nationality - Indian, by occupation – Housewife, residing at 12/2, Dakshinapan Road, P.O. Dhakuria, P.S. Lake, Kolkata 700 028, District South 24 Parganas, the Party of the **FIRST PART** and shall include her heirs and assigns.

#### 1.02. **DEVELOPER:-**

Shall mean M/S. B.D.CONSTRUCTION, a proprietorship firm, having its Office at 303, Putiary Panchanantala Road, P.O. Paschim Putiary, Kolkata 700 041, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, in the state of West Bengal, represented by its sole proprietress SMT. BANI DUTTA, wife of Sri Chiranjit Dutta, by faith Hindu, by occupation Business, by Nationality Indian, residing at 303, Panchanantala Lane, Police Station Paschim Putiary, Kolkata 700 041, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, the Party of the **SECOND PART** and shall include its heirs, legal representatives, successors in office.

#### 1.03. **SAID PREMISES:-**

Shall mean **ALL THAT** piece and parcel of Land more fully described in the **SCHEDULE "A"** written herein below.



**1.04. BUILDING:-**

A proposed Building having Residential character as per Building Plan to be sanctioned by the concerned authority.

**1.05. UNIT:-**

Shall mean a separate and self contained area intended to be used for Residential and shall include any other place to be constructed in the building and capable of being occupied and enjoyed independently.

**1.06. ARCHITECT:-**

Shall mean such Architect or Architects as may be appointed from time to time by the Developer at his own costs and expenses for designing, planning and supervising the proposed building at the said premises.

**1.07. COVERED AREA:-**

Shall mean Inside Area Plus proportionate Area of Four Sides Wall and proportionate share of Stair.

**1.08. SUPER BUILT UP AREA OF THE UNIT:-**

Shall mean the total covered area of the Unit, as certified by the Architect for the time being of the building/s, plus proportionate share of common areas, as shall be determined by the Developer in consultation with the Owner and the Architect and aggregate of both shall be deemed to be Super Built Up area of the Unit.

**1.9 PLANS:-**

Shall mean the Building Plans with the maximum available F.A.R. from the be concerned authority in the names of the Owner of the First Part at the costs and expenses and guidance of the Developer for the construction of building in the said premises and shall include such

additions, alterations and modification as the same may make subsequently upon sanction by the concerned authority.

**1.10. COMMON AREA:-**

Shall mean and include outside corridors, stairways, outside passage ways, common lavatories, stair cover, pump rooms, roof of the building underground water reservoir, overhead water tank and other areas meant for common enjoyment of the buyers/occupants in the said premises.

**1.11. COMMON FACILITIES AND AMENITIES:-**

Shall mean and include stair ways, water pumps, and overhead and underground water reservoirs, provided in the building in the "Said Premises" for common enjoyment of all the buyers/ occupants.

**1.12. OWNER'S ALLOCATION:-**

The Owner shall get – 45% construction area, Northern Side of each floor of the newly constructed building as per plan to be sanctioned by KMC together with proportionate share of land and common facilities. Apart from that owner shall also get a sum of Rs.5,00,000/- (Rupees Five Lakhs) only as refundable amount, out of which Rs.1,00,000/- shall be paid at the time of signing of agreement and balance amount of Rs.4,00,000/- will be paid at the time of sanction plan.

**1.13. DEVELOPER'S ALLOCATION:-**

Developer shall get – remaining 55% portion of the building after handing over the owners' allocation together with proportionate share of land and common area, facilities and amenities including the open spaces of the premises.



#### 1.14. **TRANSFEROR:-**

Shall mean the Owner for the land and the Developer for building as confirming party.

#### 1.15 **TRANSFeree:-**

Shall mean the person to whom any Flat/Unit, in the Building is intended to be transferred by the **OWNER** and/or **DEVELOPER**.

### **ARTICLE - II** **OWNER RIGHTS & REPRESENTATIONS**

- 2.1. The said premises is free hold and the Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said premises.
- 2.2. That the total area comprised in the said premises is 03 Cottahs 12 Chittaks 05 Square Feet more or less more fully described in the **SCHEDULE "A"** written herein below.
- 2.3. That during the construction of the said project all the original documents relating to the title of the owner in respect of the said property will be kept under the possession and custody of the owner and at the request of the developer, the owner herein will be bound of produce the same as and when required.
- 2.4. The Owner shall not create any encumbrances of any nature whatsoever on the said premises or any part thereof and undertake not to sell, dispose off, alienate or deal with the said premises or any part thereof save and except putting the Developer in possession of the said premises for the purpose of development, pursuant to this Agreement. However, the Owner shall be entitled to deal with any part of the Owner's Allocation

on or before delivery of the same by the Developer. Be it mentioned here the Developer will first hand over possession to the Owner's in respect of the Owner's Allocation and thereafter to the other person or persons but the Developer have every right to enter into any Agreement with any intending buyer or buyers in respect of Developer's Allocation.

- 2.5. The Owner shall put the Developer into possession of the said premises simultaneously with the execution and registration of this Agreement.
- 2.6. That with the within consent and approval of the Owner the Developer will submit Building Plans in the name of the Owner or apply for any other sanctions, permission or approvals. It is clearly understood that all the fees and costs and expenses relating to approvals, permissions and sanctions will be wholly borne and paid by the Developer alone & shall construct the said building strictly in accordance to the said sanctioned building plan.
- 2.7. After handing over the possession of the owner allocation to the new building, the owner will convey and/or transfer the proportionate share in the total land appertaining to the Developer's Allocation, free from all encumbrances to the Developer or the persons nominated by the Developer.
- 2.8. The Owner shall become absolutely entitled to deal with her allocation as and when required from time to time, and in such manner as it may find necessary and deemed fit and proper but not inconsistent with the terms and conditions herein.

**ARTICLE - III**  
**(DEVELOPER'S RIGHT & REPRESENTATION)**

- 3.1. The Owner hereby grant, subject to what has been hereinafter provided, the exclusive right to the Developer to build, construct, erect and complete the Building at the said premises and commercially exploit the same by entering into Agreement for Sale on Ownership Basis and/or transfer by any other means from the Developer's Allocation in accordance with the Building Plans to be sanctioned by The Kolkata Municipal Corporation with or without amendments and/or modifications made or caused by the Developer with approval of the concerned authority.
- 3.2. The Developer shall be entitled to prepare modify and/or alter the Building Plans in consultation with the Owner and to submit the same to concerned authority in the name of the Owner at the costs and expenses of the Developer and the Developer shall pay and bear all fees including Architects Fees, charges and expenses required to be paid or deposited for obtaining the sanction from concerned authority for construction of Building on the said premises. The developer after obtaining sanction / modify building plan from the concerned authority, Xerox copy of the said plan and all money receipt thereof shall be handed over to the owner and after completion of the said Development of the building all original sanction plan and money receipt thereof shall be handed over to the owner by the developer.

- 3.7. The developer shall at its own costs and without creating any financial or other liabilities on the owner, construct, erect and complete full finished the said proposed building with sanctioned plan and as per Specification mentioned below within **24 months** from the date of sanction building plan. In the event if the developer fails and neglected to construct the building within the above stipulated period without any valid and lawful cogent reasons in that the event the developer have to compensate to the owner Rs.5,000/- only per month as penalty for delay till handed over owner allocation.
- 3.8 The Developer will be entitled to develop the said premises by constructing Building thereon consisting of Flat/ Units in accordance with the Building Plans and to sell and/or transfer by any other means any part or portion of the Developer's Allocation to any person of their choice on such terms and conditions or for such consideration as the Developer shall think fit and proper without any interference by the Owners. All the consideration money shall be realized and appropriated by the Developer absolutely at his discretion and the Owner shall have no claim whatsoever against the sale proceeds or any part of Developer' Allocation.
- 3.9. In case of any amendment and/or changes by the concerned offices present Rules and Regulations and conditions and/or provisions under any statute for carrying out the Construction Work mentioned hereinabove, it would be the responsibility of the Developer to comply therewith at their own costs and expenses and the Owner will extend all possible co-operations and render all assistance, if necessary, to the Developer in complying therewith.

- 3.10. The owner will not be in any way responsible for the construction of the units/flats comprised in the developer allocation and/or regarding delivery of units/flats, nor the owner will be liable for any claims, losses and/or damages arising out of the terms of the proposed Agreement between the developer and intending purchasers.
- 3.11. The Developer hereby indemnify and keep indemnified the Owner against all losses, compensations, damages, costs, charges, expenses, liabilities etc. that will be incurred or suffered by the Owner on account of arising out of any breach of any of these terms or any laws including Labour Laws, Rules or Regulations or due to accident or any mishap during construction or due to any claim made by any Third Party in respect of such construction or otherwise however.
- 3.12. After the sanction plan, the developer shall bound to serve a copy of the said plan to the owner.

**ARTICLE - IV**  
**MISCELLANEOUS**

- 4.1. The Owner will join as the Party in any Agreement where the Developer may enter any Agreement with the Purchaser/ Purchasers in respect of any Unit/Flats along with common facilities of the Developer's Allocation in the Building, but the Owner need not sign the Memo of Consideration part thereof. Similarly, if required by the Owners, the Developer will join as Confirming Party in respect of any Agreement of Owner's Allocation in the proposed Building.

- 4.2. Upon completion of the development work and after delivery of possession of Owner's Allocation the Owner will make and execute in favour of the Developer or his nominee/s proper conveyances of undivided proportionate share of the land or such other Deeds in arising as the Developer may deem necessary for assuring or perfecting the title of the Developer or its nominees proper Conveyances or such other Deeds in writing at the cost of the Developer or its nominees as the Developer may deem necessary for assuring or perfecting the title of the Developer or its nominee/s appertaining to the land in respect of the Developer's Allocation in the Building constructed at the said premises.
- 4.3. If the Owner after accepting the possession of Owner's Allocation from the Developer fail and/or neglect to execute and register the Sale Deeds then the Developer will have all rights to get the Sale Deeds executed and registered through proper Court of Law. In addition all the expenses for the above mentioned procedure is to be borne by the developer or respective purchaser of different unit.
- 4.4. It is agreed by both the Parties that the Owner shall has all rights to inspect the day to day progress of the construction of the Building and her suggestions should be regarded by the Developer and its Engineer with regard to the construction.
- 4.5. The Parties have entered into this Agreement purely on a Principal Basis and nothing stated herein shall be deemed to be or constituted as Partnership between the Owner and the Developer nor shall the Owner and the Developer in any manner, constitute as Association of the persons. Each Party



shall keep the other Party indemnified from and against the same.

**ARTICLE - V**  
**FORCE MAJEURE**

5.1. The Developer shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations is prevented by the existence of the **FORCE MAJEURE**.

**5.2. FORCE MAJEURE:-**

Shall mean flood, earth quake, riot, war, storm, tempest, civil commotion.

**ARTICLE-VI**  
**JURISDICTION**

6.1. Only the Court within the Ordinary Original Civil Jurisdiction have jurisdiction to try, entertain and determine all proceedings arising out of this Agreement and/or Development Agreement, including the Arbitration Proceedings etc. will be at Kolkata Jurisdiction.

**THE SCHEDULE "A" ABOVE REFERRED TO:**

**ALL THAT** piece and parcel of land measuring about 03 Cottahs 12 Chittaks 05 Square Feet togetherwith a 100 Square Feet RTS standing thereon, lying and situated at Mouza Haridevpur, J.L. No. 25, Re. Sa. No. 35, Pargana Khaspur, Touzi No. 3358, comprised in C.S. Khatian No. 505, R.S. Khatian No. 1318, L.R. Khatian No. 4308, R.S. & L.R. Dag No. 1320, within the limits of the Kolkata Municipal Corporation (S.S.

Unit), under Ward No. 143, being KMC Premises No. 26/1, Sabujayan, vide Assessee No. 711432301040, KMC Ward No. 143, P.S. now Haridevpur, Kolkata 700 104, District South 24 Parganas, the said property is butted and bounded as follows:-

<b>ON THE NORTH</b>	:	Land of Dag No. 1320.
<b>ON THE SOUTH</b>	:	Land under Dag No. 21 of Mouza Ramchandrapur.
<b>ON THE EAST</b>	:	Land under Dag No. 20 of Mouza Ramchandrapur.
<b>ON THE WEST</b>	:	12 Feet Wide Common Passage.

**THE SCHEDULE "B" ABOVE REFERRED TO:**

(Owner's Allocation)

The Owner shall get – 45% construction area, Northern Side of each floor of the newly constructed building to be sanctioned by KMC together with proportionate share of land and common facilities. Apart from that owner shall also get a refundable sum of Rs.5,00,000/- (Rupees Five Lakhs) only, out of which Rs.1,00,000/- shall be paid at the time of signing of agreement and balance amount of Rs.4,00,000/- will be paid at the time of sanction plan.

**THE SCHEDULE "C" ABOVE REFERRED TO:**

(Developer Allocation)

Developer shall get – remaining 55% portion of the building after handing over the owners' allocation together with proportionate share of land and common area, facilities and amenities including the open spaces of the premises, which shall be ultimately conveyed by Owner **FIRST PARTY** to the Developer's nominated person or persons.

**THE SCHEDULE "D" ABOVE REFERRED TO:**  
(Common areas, common parts, facilities and amenities)

- 1) Land under the building and side spaces.
- 2) Outer walls of the main building.
- 3) Columns of the main building.
- 4) Surface drains, sewerage/drainage.
- 5) Boundary walls.
- 6) Septic tank.
- 7) Water reservoirs, both underground and overhead and main pipe line except those are inside any unit.
- 8) Passage/side common space.
- 9) Main entrance of the building and premises.
- 10) Electric motor-cum-electric pump room.
- 11) Stairs, staircase, Lift and roof of the building.
- 12) Electric wiring and lights in the staircase, landing and main entrances.

**THE SCHEDULE "E" ABOVE REFERRED TO:**

(JOB SPECIFICATION)

**FLOORING**

- .. a) All bed rooms and living cum drawing rooms will be Marble Flooring  
 b) Tiles will be provided in all Bath Room. Toilet upto 5 ½' height.  
 c) Black stone will be provided at cooking shelf.

**DOORS AND WINDOWS**

- .. a) All internal bed room will be made of Flush Door with necessary latch etc.  
 b) Main entrance doors will be Flush Door.  
 c) Windows will be Sliding type, Glass Fitted with M.S. Grill.

d) Toilet will be P.V.C. Door.

## **ELECTRIFICATION**

- .. a) Bed rooms – three light points, one fan point, plug point.
- b) Dining shall provide one power point, three light point, one fan point
- c) Toilet will have one light point, exhaust fan, one 5 amp point for Geyser
- d) Kitchen will have one 5 amp and one fan point and light
- e) Drawing – two light point, one fan point, T.V. Point with cable line and Board Band connection line.

## **SANITARY WATER**

- .. Basin A-I type pan and cook will be provided.
- .. Water will be available in the flats.

## **TOILET**

- .. Toilet will be provided with P.V.C. Pipe, Marble flooring and glazed tiles upto 6' height all around the walls with PVC CISTERN and two water tap with shower connection from the reservoir and one more pan for W.C., one wash basin either in dining or toilet. Will be with Sal wood frame . All door flash or main door and hang bolt, tower bolt, ring will be provided all other doors.

## **MAIN DOOR**

## **KITCHEN**

- .. One black stone for cooking platform 5'-0" length 22' breadth and one steel sink 3 glassed tiles above it. One water point on sink other one under the sink.

## **WINDOWS**

- .. All windows shall be sliding type with grill box type window for all external windows.

## **PARIS WORK**

- .. All walls and ceiling will have plain Parish Plaster inside walls.

## **GENERAL**

- .. The developer shall bring a new meter and the meter shall be treated as common meter.

Any extra work other than the above work shall be charged extra to be borne by the purchaser separately.

IN WITNESSETH WHEREOF the **PARTIES** herein put their respective sign and seal on the day month and year first above written.

**SIGNED, SEALED & DELIVERED**

**in presence of WITNESSES :**

1) RAHUL DUTTA

103, DAKSHIN PARA ROAD , DUM DUM  
KOLKATA - 700028

*Rahul Dutta*

*Siprea Dutta.*

**SIGNATURE OF THE OWNER**

2) Sanjay K. Dutta

12/2 Dakshin Para Road,  
Kolkata - 28 Dum Dum.

**B. D. CONSTRUCTION**

*Bani Dutta*

**Proprietor**

**SIGNATURE OF THE DEVELOPER**

Drafted by :

*Rajesh Datta*  
Advocate *WB/1074/99*  
Alipore Judges' Court,  
Kolkata - 700 027.

Computer typed by :

*S. Doloi*  
Alipore Judges' Court,  
Kolkata - 700 027.

MEMO OF CONSIDERATION :

RECEIVED by the within named owner from the within named developer a sum of Rs.1,00,000/- (Rupees one Lakhs) only from the developer as non refundable amount as per memo below:-

Dated - 13.1.22. By cheque. 100000/-

WITNESSES :-

1. Rahul Dutta

100000/-

2. Sankar Kr Dutta

Sipra Dutta.

**SIGNATURE OF THE OWNER**



Thumb

1st finger

middle finger

ring finger

small finger

PHOTO

left  
hand

right  
hand

Name.....

Signature.....

Thumb

1st finger

middle finger

ring finger

small finger



left  
hand



right  
hand



Name.....

Signature..... *Siprea Datta.*

Thumb

1st finger

middle finger

ring finger

small finger



left  
hand

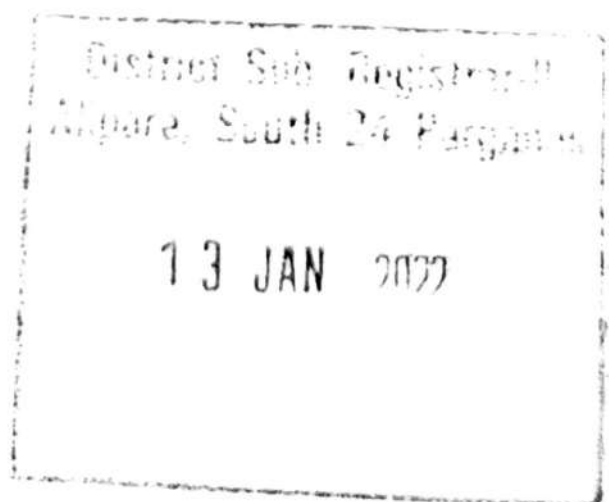


right  
hand



Name.....

Signature..... *Bane Datta.*



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 13722 to 13753  
being No 160200303 for the year 2022.



*[Handwritten signature]*

Digitally signed by Samar kumar  
pramanick  
Date: 2022.01.13 16:26:10 +05:30  
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2022/01/13 04:26:10 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)