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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL
 Q. No. 1608-0000175823/19
 Visit Commission Case no. 74/19

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certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document

Addl. District Sub-Registrar
 Sonarpur, South 24 Parganas

[Handwritten Signature]
 04/02/19

- : DEVELOPMENT AGREEMENT : -

THIS DEVELOPMENT AGREEMENT is made on this the 31st day of January, Two Thousand Nineteen.

S.L. No. 5613 Date 30 JAN 2019
Name Sri Badal Kanti Roy
Address Sonarpur Sahib Pore POS PS-Samp
Value 5000/- Kay-150



Govt. Stamp Vender
SABYASACHI DEB
Sonarpur A.D.S.R.O., Kol-150

Arindam Chowdhury



169/19
3/2/19

Arindam Chowdhury



170/19

Suman Das Gupta



171/19

Badal Kanti Roy



Bikash Saha
o-late-Monoranjan Saha
Sonarpur
KOL - 700 150
Business.

BETWEEN

Badal Kanti Roy

SRI BADAL KANTI ROY, PAN - ADIPR7190P , Son of Late Satindra Nath Roy, by faith - Hindu, by occupation - Retired, Residing at - Sonarpur Sahebpara, P.O. & P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700150, hereinafter collectively called as the **OWNER** (which terms or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives, nominee(s) and/or assigns) of the **FIRST PART**.

-AND-

A.S. CONSTRUCTION, a Partnership Firm duly registered under the Indian Partnership Act, 1932 having its office at Khiristala, P.O. & P.S. Sonarpur, having **PAN : ABEFA8697G**, represented by its partners **(1) Shri Arindam Chowdhury** son of Shri Snatak Ranjan Chowdhury, by faith: Hindu, by occupation: Business, residing at Village: Hasanpur, P.O. Champahati, P.S. Sonarpur, District: South 24-Parganas, Pin - 743330, and **(2) Shri Suman Dasgupta**, son of Himangshu Dasgupta, by faith: Hindu, by occupation: Business, residing at Village & P.O. Champahati, P.S. Baruipur, District: South 24-Parganas, Pin - 743330, hereinafter called as the **DEVELOPER** (which term or expression shall unless repugnant to the context and meaning thereof was mean and include its succession in office and assigns) of the **SECOND PART** ;

WHEREAS one Sri Kartick Chandra Naskar was the owner of 27 Decimal land out of 31 Decimal out of 81 Decimals land R.S. Dag No. 40, under R.S. Khatian No. 502, at Mouza - Sonarpur, J. L. No. 39, within



the limits of Rajpur - Sonarpur Municipality, and while in peaceful possession said Kartick Chandra Naskar sold, conveyed and transferred the said 27 Decimals land in favour of Sri Narendra Nath Naskar on 04.02.1953 by a Registered Deed of Sale.

AND WHEREAS by the way of purchase said Sri Narendra Nath Naskar became the absolute owner of the said land and mutated his name in respect of 1/3 rd share in Revisional Settlement Record and while in peaceful possessin in his urgent need of money he sold, conveyed and transferred 27 Decimals of land in favour of Sri Badal Kanti Roy, Sri Swapan Kumar Roy, Smt. Pabitra Roy and Smt. Mira Roy by a registered Deed of Sale, which was executed on 03.10.1977 and registered on 08.10.1977 at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 31, Pages 25 to 28, being Deed No. 1893; for the year 1977.

AND WHEREAS said Kartick Chandra Naskar was the owner of rest 4 decimals land of R.S. Dag No. 40 and while in peaceful possession said Kartick Chandra Naskar died leaving behind his four sons namely Lalit Mohan Naskar, Sailen Kumar Naskar, Sunil Kumar Naskar, Sushil Kumar Naskar and wife Sorojini Naskar as his sole legal heirs and successors.

AND WHEREAS said Lalit Mohan Naskar and others became the absolute owner of 4 Decimals of land by the way of inheritance of father and husband and while in peaceful possession said Lalit Mohan Naskar and others sold, conveyed and transferred the said land in favour of Sri Badal Kanti Roy, Sri Swapan Kumar Roy, Smt. Pabitra Roy and Smt. Mira Roy by a registered Deed of Sale, which was registered on 04.08.1978 at Sonarpur Sub Registry Office, being Deed No. 2089, for the year 1978.



AND WHEREAS by the way of above mentioned two Deed of Sale Sri Badal Kanti Roy, Sri Swapan Kumar Roy, Smt. Pabitra Roy and Smt. Mira Roy became the absolute owner of the said land and after survey they constructed road on 14 Chittaks land and divided the entire land into four plots made with A, B, C & D and duly registered a Deed of Partition on 20.3.1982 which was registered at Sonarpur Sub Registry Office, being Partition Deed No. 1467, for the year 1982.

AND WHEREAS as per the said Deed of Partition Sri Badal Kanti Roy became the absolute owner of 4 Cottahs 7 Chittaks land marked as Plot No. 'P-D' and delineated by Red Colour in the annexed Site Plan with said Deed of Partition and also get 3.5 Chittaks land in 1/4th share of 14 Chittaks land of road and has been peacefully possessing the same by paying rent and taxes to the proper authorities.

AND WHEREAS the Owner intend to develop the **said property**, hereinafter defined as Project Property by constructing multistoried building thereon containing self contained flats/apartments but have no expertise or experience for the same.

AND WHEREAS the Developer carries on business as developer of landed property by constructing multistoried building thereon who has approached the Owners and offered to develop the **said property** ;

AND WHEREAS relying on the representation of the Developer regarding their experience and expertise in the field of construction of multistoried building the Owners have agreed to appoint them as Developer of the project property ;



AND WHEREAS the terms and conditions for development of the **project property** have been recorded hereunder;

1. **DEFINITIONS:** Unless in this agreement there be something contrary or repugnant to the subject or context:-

- i) **"Agreed Ratio"** shall mean the ratio of sharing between the Developer and the Owners in the matter of constructed area in the new building which shall be **34 : 66**.
- ii) **Architect** shall mean the person appointed by the Developer for the purpose of preparation of Building Plans and sanctioning thereof and/or any other acts in connection therewith.
- iii) **"Building Plans"** shall mean the one or more Building Permits and Plans issued and sanctioned from time to time by the Rajpur Sonarpur Municipality for construction of New Buildings at the Project Property or any parts or portions thereof and shall include all modifications and/or alterations thereto made by the Owners as also all extensions and/or renewals thereof.
- iv) **"Common Portions"** shall mean such parts, portions and areas in the said **Project Property** which the Architect identifies or earmarks from time to time to be for common use by all or any one of the Transferees in common with the Parties herein as mentioned in the **SECOND SCHEDULE** hereunder written and include any modifications or alterations thereof as may be made by the Architect from time to time.

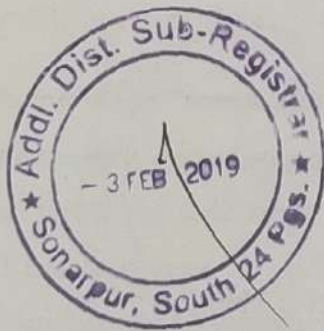


- v) **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Project Development and in particular the Common Portions and any other Common Facilities thereat or therefor; rendition of common services in common to the owners and occupiers thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the owners and occupiers thereof; and dealing with all matters of common interest of the owners and occupiers thereof.
- vi) **"Developer's Allocation"** shall mean and include the share of the Developer that is **66%** of the constructed area in the new building.
- vii) **"Proposed Building"** shall mean the G+IV storied building, to be named as " ", proposed to be constructed on the said land mentioned in this agreement as per the building plan to be sanctioned by the competent authority of Rajpur - Sonarpur Municipality.
- viii) **"Owners' Allocation"** shall mean and include the share of the Owners that is **34%** of the constructed area in the new building.
- ix) **"Parking Spaces"** shall include parking slots, plazas and other spaces at the **Project Property** for parking purpose;
- x) **"Project Development"** shall mean and include the development of the Project Property or any part or parts thereof in such manner and to such extent as may be made by the Developer in terms of this Agreement in accordance with the



Plan(s) to be sanctioned by the Rajpur Sonarpur Municipality by constructing New Building, Common Portions and other developments and constructions as envisaged herein below at different parts of the said Project Property in such manner and to such extent as may be made by the Developer and shall include any modification or alteration thereof as may be made by the Developer from time to time with permission by the owners.

- xi) **"Parties"** shall mean the Developer and the Owners collectively.
- xii) **"Project Property"** shall mean the pieces or parcels of land hereditaments and premises owned by the Owners described in the **of the FIRST SCHEDULE** hereto except owners existing building.
- xiii) **"Transferable Areas"** shall include Units, covered and open parking spaces, open and covered spaces at the Project Property, land and all other areas, portions or shares comprised in or portion of the Project Property capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise.
- xiv) **"Transferees"** shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done and shall include the parties hereto for the unsold Transferable Areas.



- xv) **"Units"** shall mean and include-
- a) **"Residential Units"** meaning the flats for residential use **togetherwith** car parking space in any building at the **Project Property**;
 - b) **"Non Residential Units"** meaning office spaces, business centres (including banking), shops, showrooms, retail areas, constructed/covered spaces or the like for use as commercial or any other use other than residential;

2. **The Developer has investigated the title of the Owners in respect of the project property and having been satisfied with the same has offered to develop the project property.**
3. By virtue of the rights hereby granted the Developer is irrevocably authorized to build upon and exploit commercially the **project property** by constructing new building or buildings **at the cost of Developer solely.**
4. The Allocation of the Owners and Developer in the ratio of **34:66.** If in future we obtain building Plan for more floor then we execute another supplementary agreement for specifying the allocation.



5. The Owner has agreed to appoint A.S. Construction represented by its partners namely **(1) Shri Arindam Chowdhury** and **(2) Shri Suman Dasgupta**, as Developer of the **project property**;

6. **It is represented by the Owner as follows:-**
 - i) **The Owner** has not prior to the execution of this agreement, entered into any agreement with any other person or persons in connection with the sale of the Project Property or any part thereof or in connection with its development and the project property is free from all encumbrances, charges, liens, lispendences, mortgages, claims and demands whatsoever except tenants/trespassers.

 - ii) The Owner has absolute unfettered and unqualified right to enter into this agreement with the Developer.

 - iii) The Owner has not stood as Guarantors or Surety for any obligation, liability, bond or transaction whatsoever;

 - iv) There is no difficulty in complying with the obligations of the parties as stated hereunder.

 - v) The Owner has agreed and contracted with each other for the contribution of the Project Property and its development and commercial exploitation for their benefit through a person having expertise, reputation and infrastructure in the field of construction of multistoried buildings in Kolkata.



vi) **The Owner has agreed to contribute and ensure the contribution of the Project Property in terms hereof to be henceforth used exclusively and solely for the purpose of the Project Development.**

vii) There exists no liability in any manner whatsoever in connection with the project property. In the event, any such claim arises the Owner shall takeover and discharge the same.

8. The terms and conditions for development of the said property have been recorded hereunder;

9. **In consideration of the mutual promises of the parties:**

a) The Owner do hereby unequivocally agree that with effect from the date of execution hereof the Developer shall have the sole, exclusive and irrevocable rights, authorities and entitlements (i) to develop and construct upon the Project Property and (ii) to transfer the entire Transferable Areas under Developer's Allocation as morefully contained herein.

b) The Developer doth hereby agree that (a) the right granted in its favour shall not be assigned to any other person or Developer.

c) Each of the parties agree to carry out its respective obligations and liabilities hereunder in the manner agreed herein within the stipulated periods thereof.

d) The Developer agrees to develop the Project Property in the manner hereinafter mentioned and to provide or cause to be provided necessary finance and all requisite workmanship, materials and technical know how for the same.



10. **OVERALL PROJECT MANAGEMENT AND CO-ORDINATION:** The Developer shall exclusively lead in providing overall project management and co-ordination for the Project Development.

11. **PLANNING:** The Owners and the Developer agree that the entire planning and layout for the Project Development, including, inter alia, on the aspects mentioned hereinbelow, shall be done or caused by the Developer.
 - i) Appointment of Architect, Engineers and other technical persons for preparation and sanction of Building Plans and for supervision of construction and other acts in connection thereto **and the Owner shall liable to sign all relevant documents for sanctioning the Building Plan.**

 - ii) Engage Civil Contractors or Electrical Contractors plumbers and other personnel for any other purposes for construction of building.

 - iii) The design, concept and layout of the Project Development;

 - iv) The different types of constructions and developments at the Project Property including New Buildings, Parking, Common Portions, Facilities for common or exclusive uses and any other Residential, Commercial or Mercantile uses (it being clarified that the above list are neither mandatory nor exhaustive).

 - v) Any development and construction at the Project Property;



- vi) The nature of the constructions and developments at the Project Property including any underground constructions ;
- vii) The different purposes for which the Project Property or part or parts thereof or any constructions or developments thereof can be used or be put to use ;

12. **UTILIZATION OF MAXIMUM FAR:** In doing and carrying out the Planning, the Developer shall utilize the maximum FAR available in terms of West Bengal Municipal (Building)-Rules, 2007 taking the maximum benefit of the road width and the land.
13. **PLANNING:** The Planning of the Project Development shall be done by the Developer in consultation with the Architect & approval of the Owners.
14. **SURVEY & SOIL TESTING:** The Developer shall carry out necessary survey and soil testing and other preparatory works in respect of the Project Property.
15. **BUILDING PLANS PREPARATION AND APPROVAL:** The **Developer** shall from time to time cause to be prepared by the Architect one or more plans to be submitted for sanction by the Rajpur Sonarpur Municipality.
16. **MODIFICATIONS & ALTERATIONS:** The Developer shall be entitled from time to time to cause modifications or alterations to the building plans or revised building plans and/or to cause any renewal or revalidation thereof in such manner and to such extent as the Developer may, deem fit and proper in accordance with the Rajpur Sonarpur Municipality.



17. **SIGNATURE AND SUBMISSION:** The Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out the Development at the Project Property as and when required.

18. **APPROVALS FOR DEVELOPMENT:** The Developer shall be solely responsible for applying for and obtaining all permissions, clearances, no objection certificates and other approvals required for carrying out development at the Project Property, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Municipal Authorities or any other Statutory Authorities, in its own name and/or in the name of the Owners, as the case may be.

19. **AUTHORITY OF OWNERS:** The Developer is hereby authorized and empowered on behalf of the Owners to sign, execute, submit and deliver all writings in connection with the any matter relating to Project Development. This shall not, however, absolve, the Owners to carry out his obligations under this agreement nor affect the obligation of the Owners to execute powers of attorney and other authorities in terms hereof.

20. The Developer may mortgaging the respective allocation as described in **the FIRST SCHEDULE** hereunder written for the purpose of obtaining Project Loan and if needed A.S. Construction may involve with another person or company for consrtuction work and in that



case the Owners shall execute and register Supplementary Development Agreement.

21. The Developer shall be entitled to take Project Loan without making the Owners responsible and/or liable for the same in any manner whatsoever.
22. **COMMENCEMENT OF CONSTRUCTION:** Subject to the Owners not being in default in compliance of their respective obligations contained in this Agreement, the Developer shall cause the commencement of the work within 02 months from the date of receiving sanctioned plan in default whereof this Agreement shall stand canceled and/or terminated and/or rescinded.
23. **CONSTRUCTION:** The Developer shall lead the Project Development and demolition of the existing building and construct and build the New Building(s) and other constructions and developments at the Project Property and erection and installation of the Common Portions in accordance with the Plan(s) to be sanctioned by the Rajpur Sonarpur Municipality. **Cost of Project Development shall be borne by the Developer.** The developer shall take all the Scrap materials from the existing Building.
24. **STANDARD CONSTRUCTION:** The Developer shall cause the Project Development in a good and workman like manner with standard quality of materials. The Developer provides basic specifications for construction, fittings, fixtures and all equipments and installations at the Project Property as stated in the **FOURTH SCHEDULE** hereto and shall be entitled to modify or alter the same with similar or better items and to charge for the same or any item thereof separately;



25. **UTILITIES:** The Developer shall be entitled to use or be permitted to use the existing connections and/or shall be entitled to apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from Rajpur Sonarpur Municipality or from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Project, at its own cost.
26. **The Developer shall be entitled:-**
- i). To effect temporary closure, shifting, relocating, change of capacity, dimension, physical or in-built specifications or any other addition or alteration to any of Common Portion;
 - ii) To charge, demand, receive or realize any Extras or Deposits in connection with all or any Common Portions as stated in the **THIRD SCHEDULE** hereunder written.
27. The Developer shall be free to impose restrictions and conditions for the use of the Common Portions for the transferees.
28. **SUPER BUILT-UP AREA:** The super built-up area in respect of all the Units in the Project shall be such as shall be determined by the Developer and in the matter of any measurement the decision of the Architect shall be considered and binding upon the parties.
29. **GENERAL AUTHORITY:** The Developer shall be authorised and empowered in its own name, in so far as may be necessary, to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Project and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the

