

1189/2024

I 12162/2024



পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

L 724183

37.10.24

The document is admitted to registration. The endorsement sheets the signature sheet attached with this deed are part of the document.

Rabind Ghosh

Addl. Dist. Sub-Registrar
Sadar Malda

For, S. P. Enterprise
Srimanta Chowdhury
Partner

For, S. P. Enterprise
Pradip Kumar Saha
Partner

04 OCT 2024

DEVELOPMENT/
CONSTRUCTION AGREEMENT

THIS DEVELOPMENT/CONSTRUCTION AGREEMENT made this the 4th day of October, Two-Thousand Twenty Four.

Mamoi G. Das

Rabind Ghosh

For, S.P. Enterprise
Sourmitra Chowdhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha,
Partner

BETWEEN

RABIND GHOSH, son of Krishna Ghosh, PAN- CCYPG9053M, by caste- Hindu, by profession- Business, residing at Mangalbari Ghoshpara, P.O. – Mangalbari, P.S. & Dist – Malda, Pin – 732142, West Bengal, Indian Citizen, hereinafter referred to as the '**FIRST PARTY/OWNER**', (which term or expression shall unless excluded by or repugnant to context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

S P ENTERPRISE (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. – English Bazar, Dist – MALDA, Pin – 732103(W.B.) represented by its partners **(1) SRI SÖUMITRA CHOWDHURY**, Son of Late Arun Chowdhury, PAN- ADJPC9353L, Residing at K J Sanyal Road, P.S.- Englishbazar, Dist- Malda, Pin.- 732101 (W.B), **(2) SRI PRADIP KUMAR SAHA**, Son of Late Khagendra Nath Saha, PAN-AVWPS5549P, –Resident of Vill.- Mistritola, Dakshin Lakshmipur, P.O. – Shershahi, P.S.- Kaliachak, Dist- Malda, Pin.- 732201 (W.B), both by caste- Hindu, By profession- Business, both are Indian Citizen, hereinafter referred to as the '**DEVELOPER**', (which term or expression shall unless excluded by or repugnant to context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns of the **SECOND PART**.

WHEREAS the property within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 530 & 21, R. S. Plot No- 1571 & 1572, Corresponding to L.R. Plot No. 1722 & 1723 total area- 0.510+5.10= 5.52 Decimal land were previously belonged to Uttam Kumar Saha who became the owner of the said property by the virtue of partition Deed being No. 12472 dated 26.12.1990 and Deed of Sale being No. 2620 dated

Rabindra Choudhury

For, S.P. Enterprise

Rabindra Choudhury
Partner

For, S.P. Enterprise

Pradip Kumar Saha
Partner

02.05.2006 and during possession he recorded his name in L.R.R.O.R. being Khatian No. 2350.

AND WHEREAS thereafter above Uttam Kumar Saha while in possession his above property transferred $0.510+5.01=5.52$ decimal of land by the virtue of Registered Deed of Sale being No. 8343 which was executed on 26.06.2024 and registered on 18.07.2024 in favour of the present owner and during possession he recorded his name in L.R.R.O.R. being Khatian No. 12086 and the said property has been mentioned in First Schedule below.

AND WHEREAS the Land Owner while in possession his property desire to develop by constructing a residential multistoried building but due to lack of knowledge of the construction work the owner was in search of well reputed and efficient Building Promoter/ Developer.

AND WHEREAS knowing the views the owner the developer met with him and agreed to develop the first schedule property of the owner and as per offer and acceptance the parties of this Deed of Development /Construction Agreement entering into this Deed of Development Construction Agreement for their mutual benefits.

AND WHEREAS on or before execution of this Agreement the said Land Owner has represented and assured to the Developer as follows:-

- a) That the First Schedule Property is free from all litigation/Dispute.
- b) That the land Owner is exclusively entitled to the property mentioned *infra* and no one else has got or had or has otherwise claimed to have or had any share, right, title or interest of any nature whatsoever to or in the property mentioned in the First Schedule or any part thereof except what has been stated in point a) *supra*.

Manoj G. Das.

Rabind Ghosh

For, S.P. Enterprise

Soumitra Choudhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

- c) Relying on the aforesaid representation of the Owner and believing the same to be true and acting on the faith thereof the Developer agreed to Develop entire property for the consideration and on the terms and conditions hereinafter mentioned.
- d) The title of the Owner to the property mentioned in First Schedule is marketable clear and free from all encumbrances, claims, demands and reasonable doubts.
- e) The property mentioned in the First Schedule or any part thereof is not subject to any acquisition, requisition or reservation for any public purpose and the confirmed user of the said property is residential under the sanctioned as well as the draft revised Development Plan.
- f) The Owner has or had neither concluded any negotiations or entered into any Agreement for Sale or Development or otherwise transferred or dealt with or disposed of the said property or any part thereof to any one whomsoever nor had they accepted any token money or earnest money or deposit or other like sum from any one whomsoever.
- g) The Owner is in exclusive un-disturbed, uninterrupted, quiet and overt possession of the said property and have been receiving the rents and income thereof and enjoying the same and no one had or has objected to the same on any ground whatsoever.

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

1. In this agreement unless otherwise agreed upon the following expression will have the meaning as follows:
 - a) All That piece and parcel of land $0.510 + 5.01 = 5.52$ Decimal within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 530, 21 R. S. Plot No- 1571 & 1572, Corresponding to L.R. Plot No. 1722 & 1723 , under Ward No. 18 of Old Malda Municipality own and possessed by the Owner. More fully and particularly mentioned in the First Schedule hereunder.

Manoj Go. Das.

Rabind Ghosh

For, S.P. Enterprise

Soumitra Chowdhury
Partner

For, S.P. Enterprise

Pradip Kumar Saha
Partner

- b) Plan shall mean Plan for the Proposed Building to be prepared by the Planner for being submitted to the Authorities Concern for obtaining sanctioned for construction of the proposed new Building of the said Premises.
- c) Owner shall mean **RABIND GHOSH**, son of Krishna Ghosh, PAN- CCYPC9053M, by caste- Hindu, by profession- Business, residing at Mangalbari Ghoshpara, P.O. - Mangalbari, P.S. & Dist - Malda (W.B.).
- d) The Developer shall mean :- **S P ENTERPRISE** (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. - English Bazar, Dist - MALDA, Pin - 732103(W.B.) represented by its partners **(1) SRI SOUMITRA CHOWDHURY**, Son of Late Arun Chowdhury, PAN- ADJPC9353L, Residing at K J Sanyal Road, P.S.- Englishbazar, Dist- Malda, Pin- 732101 (W.B), **(2) SRI PRADIP KUMAR SAHA**, Son of Late Khagendra Nath Saha, PAN-AVWPS5549P, Resident of Vill.-Mistritol, Dakshin Lakshmipur, P.O. - Shershahi, P.S.- Kaliachak, Dist- Malda, Pin- 732201 (W.B).
- e) The name of the proposed Apartment is "NANDAKUL SOCIETY".
- f) The proposed building to be constructed shall deemed to mean and include the building to be constructed on the property mentioned in the First Schedule in accordance with the plan to be sanctioned and approved by the Old Malda Municipality and other Statutory Authorities for Multistoried Building. The proposed building to be constructed may consist of Basement, Ground Plus multi Upper floors as per sanctioned and approved plan by Old Malda Municipality.
- g) Owner's Allocation shall mean the portion of the Proposed New Building to be constructed on the land of the First Schedule Property alongwith the Proportionate share in the land comprised in the said Premises which has clearly mentioned in Second Schedule below alongwith the common portions and facilities which has clearly been mentioned in the Fourth Schedule below.
- h) Developer allocation shall mean the portion of the proposed New Building over the First Schedule Property along with the Proportionate share in the land comprised in the said Premises which has clearly mentioned in Third Schedule

Manoj G. Das.

Rabind Ghosh
For, S.P. Enterprise
Srimanta Choudhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

below along with the common portions and facilities which has clearly been mentioned in the Fourth Schedule below.

- 2) It is hereby agreed that the Developer & Land Owner shall be liable to pay Municipal Taxes, Mutation Fees to the Old Malda Municipality. and Developer Agreement Registration Fees in proportion to their respective allocation of area from the date of vacating the said property and during the course of the development and till the completion of the above project. However, prior to vacating possession the respective Owner will bear and pay the proportionate taxes and such other outgoings towards their respective properties.
- 3) In due performance of the terms and conditions of this Agreement for Development on the part of the Developer, the Land Owner shall extend all co-operation, assistance, whenever required and shall not do or omit to do any act, deed or thing which may adversely affect to the Developer. The Owner hereby agree that from the date hereof they shall not be entitled to create any third party rights or encumbrances on the said property.
- 4) The Developer shall proceed with the Planning for the new Building to be constructed in the said Premises and arrange as necessary for the Survey of the said Property, arrange for soil investigation of the said Land, appoint architect for preparation of the Plan and after approval of the Plan from Owner and submit the same to the Authorities concerned and obtained, sanction and construct the Building at their Cost in terms of this agreement.
- 5) The Land Owner hereby undertakes to sign and execute all further documents, forms, papers and applications consents, no objections etc. so as to enable the Developer to smoothly complete the entire development of the said property. In addition to the aforesaid, the OWNER shall sign, execute and register a Development Power of Attorney authorizing and nominating the Developer to Construct a building over the below schedule land and also authorize to execute Deed of Sale, Agreement for Sale, Gift, Lease, Mortgage, Rectification of Deed etc for the allocated portion of the Developer mentioned in the third schedule herein in favour of the intending purchaser/s.

Manoj K. Das

Rabind Ghosh

For, S.P. Kumar Prasad

Somnath Choudhary
Partner

For, S.P. Kumar Prasad

Pradip Kumar Saha
Partner

- 6) All necessary permissions, consent, NOCs required to be obtained shall be applied for and obtained by the Developer at their own costs and expenses and upon such terms and conditions as the Owner may agree upon.
- 7) The Developer shall also during construction period be entitled to construct a temporary site office on the said property and employ site supervisors, managers, agents and employees. The Developer shall during course of construction, be entitled to store cement, iron and other building materials.
- 8) That the Developer shall complete the Construction on the land of the First Schedule Property within a period of 48 months from the date of sanction of the Plan. If however after the expiry of 48 months the building would not be completed this Deed of Agreement can be renewed for further period on mutual consent.
- 9) That the Developer shall handover finished and complete Complex in favor of the Land Owner, within 48 months from the date of sanction of the Plan. That the Land Owner cannot claim more share or any other consideration money except what is mentioned in the Second Schedule hereunder.
- 10) That the Land Owner shall be entitled to get a Shop Room measuring 500 Sq.ft. on the Ground Floor, One flat measuring 1155.65 Sq.ft. including super built up area (Cover Area 924.52 Sq.ft.) on the First Floor and a Car Parking Space measuring 120 Sq.ft. in any portion of the Ground Floor. In addition with the above owner's allocation the owner will be entitled to get Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs only) from the Developer /Second Part and the said amount will be paid by the developer in the following manner :-

(a) Rs. 50,00,000/- within January, 2025

(b) Rs. 1,00,00,000/- within January, 2026

* It is to be noted herein that a Separate Staircase (from Ground floor to First floor) will be installed for the present Land owner. The Land owner will not be permitted to use common stairs of the building and he also not allowed to use Top Roop of the building.

- 11) That if the Developer fail to deliver the possession of the Second Schedule Property to the Land Owner within Schedule period or if the Developer violate any condition of this Agreement then the Land Owner shall have the liberty to

Mamig. Dho.

Rabin Ghosh

For, S.P. Enterprise

Soumitra Choudhury
Partner

For, S.P. Enterprise

Pradip Kumar Saha
Partner

File Suit to restrain the Developer from making Construction over the following Schedule Property.

- 12) That the Developer can construct the Building for use or occupation.
- 13) That it is hereby agreed that in the event of death of any of the Owner this agreement shall not be terminated and in such case the heirs and legal representatives of the deceased Owner shall automatically step into the shares for all intent and purpose.
14. That all disputes and differences that may arise between the parties hereto relating to or in connection with the matter of this agreement either as to the interpretation or meaning of any provision hereof or as to any claim of one party against the other, or any suit or legal proceeding arising out of this agreement between the parties or their representatives only are subjected to the courts at Malda District only having jurisdiction to entertain and try the same.
15. That in the course of business the Developer may mortgage or create charge and lien on the said properties mentioned in the First Schedule in favour of any Bank or Financial institution to raise the necessary funds for the construction cost and expenses however such charge/mortgage shall excluding Owner's allocation and all other amenities, facilities, parking and benefits in the same proportion. In this case the Developer will be fully responsible to release all the document of land from the concerning Bank or Financial Institution.
16. That it is further hereby agreed by and between both the parties that the Land Owner and Developer can sell any part or portion of their respective Share as stated in point 1 g) *supra* of the usable Build-up area and all other amenities, facilities, parking and benefits in the same proportion allotted to them by the Developer and more particularly as described in the Second and Third Schedule herein. In such an event the agreement for sale of usable area shall be executed by the Developer and Land Owner. Moreover, if the Land Owner would sell their allotted portion below the market price prevailed at that time then it is obligatory for them to sell it to the Developer at the reduced price.

Mamoi G. Das

Robin Ghosh

For, S. P. Enterprise

For, S. P. Enterprise
Sourin Choudhury
Partner

For, S. P. Enterprise

For, S. P. Enterprise
Radip Kumar Saha
Partner

17. That if any taxes (Municipality Tax, GST etc.) arise in future will be paid by Land Owner or Developer as mutually agreed between them.

THE SECOND PART (DEVELOPERS) HAVE FURTHER AGREED:

- 1) The Developer shall make Construction over the First Schedule Property at their own cost after taking permission from the concerned Authority.
- 2) The Developer will develop the said Land and Construct the Multistoried Building and complete the same with Electrical wiring, Installation of water Pump (Electric Motor Operating Pump) Pump Line, Lift and other Accessories of lifting water to the overhead reservoir and obtaining connection of Electricity at their own Cost and Expenses.
- 3) That the Developer shall have exclusive control rights, title and interest over the roof of the building and shall be entitled to make further construction or use hanging Hording for Advertisement Purpose. But the Flat Owner/tenants/ Commercial users may install and maintain Dish Antena, Outdoor AC Unit, equipment to dry cloths under the Sun on the roof. The Flat Owner / tenants/ Commercial users would not be allowed to use any portion of the building for commercial use. Developer, Land Owner, Flat Owner Cannot install any mobile Tower on the Roof.
- 4) The Developer shall make the said Multistoried Building and would make the said property fit for Occupation or use, by making drainage, sanitary system and staircases.
- 5) The Developer may advertise in the media for sale and shall be entitled to make Advertisement, Hang up Advertisement Board upon the said Property and do such other things as right be required for the purpose of sale of the Flat in the said Premises to be constructed without in any way prejudicing the interest of this owner, till handing over the completed flats to Owner and customers.

Mani G. Das.

Rabind Ghosh

For, S.P. Enterprise

Gourmita Choudhury
Partner

For, S.P. Enterprise

Pradip Kumar Saha
Partner

- 6) The Developer shall be at liberty to procure buyers for the sale of proposed Third Schedule useable area and for said purpose the Developer shall have the right to enter into agreement or sale in respect of the said useable area and also to receive advance payment of consideration money from the said intending Purchasers.
- 7) The Developer agree and declare that they have made searches and enquiries and have satisfied themselves that the land is free from encumbrances or restrictions and that it is suitable for Construction of the said Multistoried Building and laws applicable thereto permit the same for useable area to carry out the purpose and objects of these presents.
- 8) As on or from the date of Development Agreement the Developer shall be entitled to book and sell the allocated area of the Developer mentioned in the Third Schedule to the prospective buyers on Ownership basis [except owner's Allocation] on such terms and conditions as the Developer may in their sole discretion think fit and proper and for the purpose the Developer shall be at liberty to enter into such Agreements, to receive the consideration amounts receivable under the said Agreements from such prospective buyers on their own account. However in all such agreements it shall be made clear to the Flat purchasers that such agreements are subject to rights of the Owner under this agreement and possession of all or any such flat shall not be handed over by the Developer to said flat purchasers unless and until Owner are resettled in their new permanent alternate accommodation on Ownership basis.

THAT THE FIRST PART (LAND OWNER) HAVE FURTHER AGREED

1. That the Owner shall on the request by the Developer shall sign and execute all further documents, forms, papers and applications consents, no objections etc. necessary for the purpose of and in relation to the said development and cost of construction of the proposed building/project thereof shall be borne by the Developer.

Manoj G. Dhoi

Rabind Ghosh

For, S.P. Enterprise

Soumitra Chowdhury
Partner

For, S.P. Enterprise

Radip Kumar Saha
Partner

2. That the Land Owner shall convey all rights of Ownership to the intending Purchaser of the Allotted portion with the Proportionate share of the Land underneath against the consideration of Construction and possession of the said useable area which is specifically mentioned in the Third Schedule below to be constructed on the following First Schedule Property. The Developer are entitled to receive the sale price of the Allotted portion in respect of the Developer Allocation over the First schedule Property. The Land Owner shall have no right to claim any part of the sale price of the third schedule part.
3. The Land Owner has agreed to execute a Deed of Development Power of Attorney /General Power of Attorney in favour of the Developer authorizing, constituting and nominating the Developer as their true and lawful attorney by giving all necessary powers. The Developer as constituted attorney of the Owner shall have right to execute Deed of Sale, Agreement for Sale, Lease, Gift, Mortgage to the intending purchaser/s, Bank or any financial institution for the allocated portion in respect of the Developer allocation mentioned in Third Schedule below.
4. That the Land Owner hereby agreed and covenant with the Developer to do all acts and things necessary for execution of necessary documents in respect of Proportionate share of the said Plot of Land to the Legal Heirs of the Developer in respect of the Developer Allocation. That the Developer shall have the right to sale the Old Building materials to any person and to receive the price thereof.
5. The land Owner have allowed and permitted to use their adjacent property of the 'First Schedule' land to the Developer for the betterment and necessity of the project.

Manoj G. Das.

Rabind Ghosh

For, S.P. Enterprise

Soumitra Choudhury

Partner

For, S.P. Enterprise

Pradip Kumar Saha

Partner

6. The land Owner have no objection if the Developer has include other adjacent plot or rest area of the first schedule land in this project and in this position the land owner will enter and execute another Development Agreement and Power of Attorney in favour of the Developer.
7. That the Land Owner will hand over necessary Documents of land to the Bank or Financial Institution as mortgage for the security in respect of project financed by the Bank or Financial Institution. In this case the Developer will be fully responsible to release all the document of land from the concerning Bank or Financial Institution.
8. That the Land Owner shall appoint, nominate and constituted the Developer as his constituted Attorney to do all acts, deeds, and things for the purpose of commercial exploitation or other necessary powers.
9. That if any tax (Municipality Tax / GST etc) arise in future, for the Land Owner Portion will be paid by the Land Owner.

SETTLEMENT OF DISPUTES IF ANY:-

All DISPUTES AND DIFFERENCES arising out of this Agreement as regards the Construction or interpretation of any of the terms and conditions herein contained or in any way touching or relating to these presents and of the respective rights, duties and obligations of the Parties hereto or their privacies shall be settled by the Parties amicably,

Manoj G. D. 10

Rabin Ghosh

For, S.P. Enterprise
Gourmita Choudhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

by amicable negotiations and discussions amongst them and in case of failure of the parties to settle amicably such dispute and differences be referred to the two arbitrators one to be appointed and nominate by each of the parties hereto accordingly to the provisions of the law of Arbitration now in force.

The First Schedule above Referred to :

All That piece and parcel of land measuring $0.510+5.10=5.52$ Decimal within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 530 & 21, L.R. Khatian No. 12086, R. S. Plot No- 1571 & 1572, Corresponding to L.R. Plot No. 1722 & 1723 under Ward No. 18 of Old Malda Municipality own and possessed by owner.

The Land Butted and Bounded by:

NORTH: - Bulbul Chandi Road (40 feet wide metal road)
SOUTH: - Uttam Kumar Saha
EAST: - Sanjoy Das & Sudam Das
WEST: - Uttam Kumar Saha

SECOND SCHEDULE (LAND OWNER'S ALLOCATION)

That the Land Owner shall be entitled to get a Shop Room measuring 500 Sq.ft. on the Ground Floor, One flat measuring 1155.65 Sq.ft. including super built up area (Cover Area 924.52 Sq.ft.) on the First Floor and a Car Parking Space measuring 120 Sq.ft. in any portion of the Ground Floor.

THIRD SCHEDULE (DEVELOPER'S ALLOCATION)

shall mean rest portion of the proposed Building (except owner's allocation)

Manoj G. Das

Rabind Ghosh

For, S.P. Enterprise

Soumitra Choudhury
Partner

For, S.P. Enterprise

Pradip Kumar Saha
Partner

THE FOURTH SCHEDULE ABOVE REFERRED TO :-
(Common Portions)

01. Entrance and Exits, internal Road and Passages.
02. Two Staircase, Lobby and Landings.
03. Drains, Sewers and Pipes from the Building to the Septic Tank.
04. All inside and outside brick / block works of the Building excepting the Units and Flats or apartments.
05. Electrical Wirings, Fittings and other Accessories for lighting the Staircase and other common areas.
06. Water and Sewerage evacuation pipes from the unit to the drains and sewers common to the Building
07. Main Gate of the Building and Boundary for the same up to roof.
08. Roof of the Building to be used both by LandOwner and Developer in proportion to the area of allocation.
09. Water Pump with Motor and Water distribution pipes (save those which are inside and exclusive for Flats.)
10. Water Supply Arrangement.
11. One or more Elevator of branded company.
12. One Generator of branded company.
13. That if any tax (Municipality Tax / GST etc) arise in future, will be paid by the flat owner.

Rabind Ghosh

For, S.P. Enterprise

Sourmitra Chowdhury
Partner

For, S.P. Enterprise

Pradip Kumar Saha
Partner

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

WITNESSES:

1.

2) ~~Pradip Kumar Saha~~
~~Pradip Kumar Saha~~
~~Pradip Kumar Saha~~
~~Pradip Kumar Saha~~

Rabind Ghosh

(Signature OWNER / 1st party)

For, S.P. Enterprise

Sourmitra Chowdhury
Partner

For, S.P. Enterprise

Pradip Kumar Saha
Partner

(Signature Developer / 2nd party)

Manoj Kumar Das
Drafted By : Manoj Kumar Das

Typed By : Kishore Paul

Kishore Paul
Kishore Computer Centre
S.P. Road, Malda

Advocate, Malda.

Enrolment No. F-911/790/2003

MANOJ KUMAR DAS
20-11-2003
ENROLLMENT