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भारतीय गैर-न्यायिक

एक सौ रुपये

₹. 100

Rs. 100

ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AG 285492

29.07.21

[redacted]

29 JUL 2021

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 28th day of July, Two Thousand Twenty One (2021)

BETWEEN

(1) SMT. SANTI DAS wife of Late Baidyanath Das, PAN: FSRPD7503P, Aadhaar No. 727549021007, (2) SRI GANESH CHANDRA DAS son of Late Baidyanath Das, PAN: CYJPD0758D, Aadhaar No. 675110573915, Both by Nationality Indian, both residing at 183, S. K. Deb Road, Chowdhury Bagan, Sreebhumi, North 24 Parganas, Kolkata 700048, (3) SRI BISWANATH DAS son of Late Bholanath Das, PAN: AQRPD6100D, Aadhaar No. 615466655425, residing at 44, Purbachal (North) P.O. Haltu, Kolkata 700 078, P.S. Garfa, (4) SMT. SIPRA GHOSH wife of Mihir Ghosh daughter of Late Bholanath Das, PAN: DKFPG5082J, Aadhaar No. 963954431351, residing at Debipur, Satghara, Mathurapur, P.S. Mathurapur, South 24 Parganas, Pin - 743395, (5) SMT. SIMA DEY daughter of Late Bholanath Das, PAN: BRNPD5489B, Aadhaar No. 897937108687, residing at 53, Uttar Purbachal Road, P.O. Haltu, Kolkata 700 078, P.S. Garfa, (6) SRI SUBHENDU DEY son of Sri Kamalendu Dey and Late Sikha Dey , PAN: AIJPD1827H, Aadhaar No. 637947711453, residing at 3/127, Sucheta Nagar, P.O. Haltu, Kolkata 700 078, P.S. Garfa, (7) SRI ARPENDU DEY son of Sri Kamalendu Dey and Late Sikha Dey , PAN: BLAPD5752Q, Aadhaar No. 988406391620, residing at 3/127, Sucheta Nagar, P.O. Haltu, Kolkata 700 078, P.S. Garfa,

,hereinafter jointly referred to as the "LANDOWNERS" (which expression unless excluded by or repugnant to the context shall be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives, nominees and assigns) of the FIRST PART;

-A N D-

M/S. PAUL CONSTRUCTION, a Proprietorship Firm, having it's registered Office at 193A/1, Picnic Garden Road, Kolkata 700 039, P.S. Kasba, P.O. Kasba, District 24 PGS(S), represented by it's Proprietor SRI GOUTAM CHANDRA PAUL son of Late Puspa Ranjan Paul, PAN:_ANIPP4869K, Aadhaar No. 541009254015, by Occupation Business, residing at 193A/1, Picnic Garden Road, Kolkata 700 039, P.S. Kasba, P.O. Picnic Garden, District 24 Parganas(s), hereinafter referred to as the "DEVELOPER" (which expression unless repugnant to the context be deemed to include his heirs, successor in office, legal representatives and assigns) of the SECOND PART;

WHEREAS:

1. That the predecessor of the present Owners i.e. Baidyanath Das and Bholanath Das were the Joint Owners of ALL THAT piece and parcel of Land measuring 04 Cottahs 00 Chittack more or less comprised in Dag No. 4092, J.L. No. 13, Touzi No. 145, R.S. No. 233 at Mouza -Kasba, District 24 Parganas(s) by virtue purchase on 11th May, 1955 from erstwhile Owners Abdul Owab Munshi and Jahira Bibi. The said Deed was registered at Sub Registration Office at Alipore and recorded in Book No. 1, Volume No. 6, Pages from 286 to 287, Being No. 364 for the Year 1955. Each had undivided and un-demarcated ½ share in the said Land.

2. Thereafter the said Baidyanath Das died intestate on 16/12/1967, leaving behind his wife Smt. Santi Das and one Son Ganesh Chandra Das, the Owner No. 1 &2 herein as his legal heirs and successors and both of them jointly inherited undivided and un-demarcated ½ share of the said entire Land. Thereafter on 17/06/1970 the said Bholanath Das died intestate leaving behind his wife Gita Das one son Biswanath Das and three married daughter namely Sikha Dey, Sipra Ghosh and Sima Dey as his legal heirs and successors and all of them jointly inherited undivided and un-demarcated ½ share of the said entire Land. Thereafter on

20/02/2002 the said daughter Sikha Dey died intestate leaving behind her two sons namely Subhendu Dey and Arpendu Dey the Owner No. 6 & 7 hereof as her legal heirs and successors and on 20/11/2008 the said Gita Das died intestate leaving behind here above named one son and two daughters and two Grand sons the Owner No. 3 to 7 hereof as her legal heirs and successors.

3. That according to the above recitals the present Owners hereof are the Joint Owners of ALL THAT said Land measuring 04 Cottahs more or less being KMC Premises No. 188, Purbachal Road, Kolkata 700 078, Ward No. 106, Assessee No. 311061701880 more particularly mentioned in the FIRST SCHEDULE hereunder written.

4. That at present the Land Owners hereof with due intention to develop the said premises by erecting a Ground plus Three Storied building on the said land approached to the Developer hereof to construct the said building on the FIRST SCHEDULE Property and the Developer agreed to construct a new building on the said Land on the following terms and conditions.

NOW THESE AGREEMENTS WITNESSETH AND AGREED BY AND BETWEEN THE PARTIES HERETO as follows: -

1) The Land Owners and Developer hereby jointly agreed to construct one Ground plus Three Storied building on the said land at KMC Premises No. 188, Purbachal Road, Kolkata 700 078, mailing address 44, Purbachal North, Kolkata 700 078, P.S. Garfa, Ward No. 106, with maximum "Floor area ratio" for mutually benefit for both the parties with the expenses of the Developer.

2) That the Developer will construct the said building with his own fund according to the sanction building Plan of the Kolkata Municipal Corporation and after construction of the entire building on the said land at the cost of the Developer, the Developer hereof will deliver the Following Flats and Car Parking Space and shops of the proposed building as Owners' Allocation of the proposed building to the Land Owners:

a) One Flat on the FIRST FLOOR measuring 725 sq. ft. more or less super built up area on the Western side facing on 14ft. Road.

b) One Flat on the THIRD FLOOR measuring 725 sq. ft. more or less super built up area on the Western side facing on 14ft. Road.

c) One Shop Room on the GROUND FLOOR measuring 60 sq. ft. more or less on the Western side facing on 14ft. Road.

more particularly mentioned in the SECOND SCHEDULE hereunder written.

The Developer also pay non-refundable and forfeited amount of Rs.12,00,000/- (Rupees Twelve Lakh) only to the Land Owners and out of the said amount the Developer will pay Rs. 6,00,000/- (Rupees Six Lakh) only to Sri Biswanath Das and Rs. 4,00,000/- (Rupees Four Lakh) only to Ganesh Das in total Rs. 10,00,000/- (Rupees Ten Lakh) only at the time of execution of this Agreement and Balance Rs. 2,00,000/- (Rupees Nine Lakh) only at the time of handover the possession of Owners' Allocation.

The Developer shall pay Rs. 10,000/- (Rupees Ten Thousand) only per month as Shifting Charges to the one of the Land Owners during the period of construction of the proposed building. And the Developer shall demolish the existing old building lying on the First

Schedule Property and all old building materials and debris to be taken by the Developer in this respect the Owners shall not claim anything from the Developer.

And after providing the Owners Allocation as above the remaining area of the said building would be treated as Developer's Allocated portion of the said premises / building, more particularly mentioned in the THIRD SCHEDULE hereunder written.

3) That after signing and execution of this Development Agreement, as well as after sanction the building Plan the Developer serve a notice to the Landowners for vacating the said land and handover the said Land to the developer and the Owners will deliver property within 10 days from the date of receiving the said notice.

4) The developer will construct the proposed Ground plus Three Storied building on the First Schedule Property hereunder written comprising of several flats, Car Parking Space, shops togetherwith all common facilities and amenities thereto such as drainage, electricity, water reservoir, water tank, water pump etc. with his Own finance.

5) That save and except the Land Owner's Allocated portion of the proposed building mentioned above, the Developer shall have right to sell the Developer's Allocation of the said building and to Receive / collect advance from the Intending Purchasers of the flats and other spaces of the Developers' Allocation of the said proposed building.

6) It is mutually agreed by and between the parties herein, that, the Land Owners herein shall hand over all the original title Deeds and other necessary documents in respect of FIRST SCHEDULE Property lying with their custody, to the Developer at the time of signing this Agreement with valid receipt. At the time hand over the Owners' Allocated portion of the proposed building the Developer refund the said all Original Document to the Land Owners.

7) It is also mutually agreed by and between the parties herein, that the Developer herein shall complete the said building with all necessary construction with all amenities, such as drainage, sewerage, electricity connection, water connection and deliver the Owner's Allocated portion to the Land Owners within 24(Twenty Four) months from the date of sanction building from the Kolkata Municipal

Corporation and other authority. If the Developer fails to deliver the Owner's Allocated portion of the said building within the 24 months from this day, then the time will be extend for further six months.

8) The Developer will complete the construction of the building as per sanctioned building plan on the said land according to the specification mentioned in the FOURTH SCHEDULE hereunder written.

9) The Land Owners hereby agrees to sign, execute and register whenever necessary all agreements acceptable in the eye of law for transfer of undivided proportionate and impartible share in the said land.

10) The Land Owner hereby authorize the Developer to make all necessary application in the name of the Land Owners to the Kolkata Municipal Corporation, CESC Limited and other competent authorities for permission, refund, clearance, approvals and / or connections such as water sewerage, drainage and electricity and other amenities and shall also be entitled to make deposit and obtain refund thereof.

11) The Developer shall have the right to transfer the Developers' allocated portion of the building only to the Intending Purchaser/s and

gives their possession as finished or unfinished condition after deliver the Owner's Allocated portion of the building to the Landowners as per this Development Agreement. The Developer shall finish and complete the Owner's allocated portion of said building firstly and deliver the same to the Land Owners before delivery to the other Purchaser/s of the Developer.

12) The Land Owners shall grant in favour of the Developer a Register Development POWER OF ATTORNEY as may be required by the Developer for the purpose of construction of the building and all other necessary permissions from the appropriate authority in connection with the construction of the building and to erect a building and also to collect advance or any consideration amount from Intending Purchaser / Purchasers of the Developer's Allocated portion and also to execute all Deed of Declaration, Affidavit, Deed of Gift to KMC. all sale Deeds of the Developer's Allocated portion in the said building and such Power of Attorney will be continuing till development of the said Premises.

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 Documents for transfer of Property as per provisions and laid

down in the said Documents as a Developer without getting any Ownership of any Part of the Property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement / Final Document for Transfer of Property between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these Documents in contrary to this clause.

13) The parties i.e. the Land Owners and Developer hereto shall be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of force majeure and shall be suspended from the obligation during the duration of force majeure. Force Majeure shall mean flood, earthquake, riot, war, storm tempest, civil commotion, strike, lock out and / or any act or commission beyond the control of the parties hereto.

14) That at the time of registration of Deed of Conveyance in respect of the Developer's Allocated portion of the said building, the Developer self and on the strength of registered Power of Attorney of the Land Owner to execute the Deed of Conveyance for sale of undivided proportionate share of land of the said premises.

15) The Developer demolish the existing structure if any lying on the First Schedule property and take all derbies.

-:FIRST SCHEDULE AS ABOVE REFERRED TO: -

(Description of land which to be developed)

ALL THAT the piece and parcel of Bastu Land measuring 04 Cottahs more or less togetherwith 700 sq. ft. more or less pucca structure standing thereon comprised in Dag No.4092, J.L. No. 13, Touzi No. 145, R.S. No. 233, at Mouza Kasba, District 24 Parganas(s) presently within the limits of The Kolkata Municipal Corporation being KMC Premises No. 188, Purbachal Road, , Kolkata 700 078, mailing address 44, Purbachal North Kolkata 700 078, P.S. Garfa, within Ward No. 106 Assessee No. 31-106-17-0188-0, DSR at Alipore, ADSR at Sealdah and the said Land and Building is butted and bounded as follows:-

ON THE NORTH ; By Land of Dag No. 4092;

ON THE SOUTH : By 16 ft. wide KMC Road;

ON THE EAST : By Land of R.S. Dag No. 973;

ON THE WEST ; By 14 ft Wide KMC Road;

:SECOND SCHEDULE ABOVE REFERRED TO:

(Land Owners' Allocation of the building)

That in consideration of the said Land (First Schedule property) of the Land Owners hereby agreed to grant to the Developer the exclusive right of development of the said premises by erecting a Ground plus Three storied building on the said Land as per sanction building Plan of the Kolkata Municipal Corporation and after completion of construction of the entire building, togetherwith all amenities and facilities thereto, the Developer hereby agreed to deliver the following Flats, Shop Rooms and Car Parking Space to the Land Owners :

a) One Flat on the FIRST FLOOR measuring 725 sq. ft. more or less super built up area on the Western side facing on 14ft. Road.

b) One Flat on the THIRD FLOOR measuring 725 sq. ft. more or less super built up area on the Western side facing on 14ft. Road.

d) One Shop Room on the GROUND FLOOR measuring 60 sq. ft. more or less on the Western side facing on 14ft. Road.

Also togetherwith right of use all common areas from Ground Floor to Top Floor of the Building at KMC Premises No. 188, Purbachal Road,, Kolkata 700 078, mailing 44, Purbachal North, P.S. Kasba, Ward No. 106.

THIRD SCHEDULE AS ABOVE REFERRED TO:

(Developer's Allocation)

That after Delivery of Owner's Allocated portion of the said building mentioned in the Second Schedule property, the remaining portion of the proposed building belongs to the Developer also togetherwith right of use all common area from Ground Floor to Top Roof of the Building at KMC Premises No. 188, Purbachal Road,, Kolkata 700 078, mailing 44, Purbachal North, P.S. Kasba, Ward No. 106.

THE FOURTH SCHEDULE ABOVE REFERRED TO:-

(Specification of Construction)

01. Structure - RCC frame structure with footing below columns, beams, slabs, stair case etc. (as per KMC design)

02. Walls -200 mm thick brick work for external wall and 75/125 mm thick brick work for internal walls. Internal Wall and ceiling to be finished with Plaster of Paris. External Wall Finish – Weather coat paint of approval shade..

03. All Floor would be Finish with Marble / Vitrified Floor Tiles. Marble on stair case. 6'-0" high ceramic tiles to be fixed in toilet. Marble floor finish, Green stone with polish over cooking platform with 3-0" high glaze ceramic tiles over cooking platform and sink.

04. Doors – Commercial type Salid flush door on Sal wood frame.

05. Windows – Aluminum sliding window with 4 mm thick glass and fitted with grill and painted with enamel paint.

06. Roof Treatment – Complete with PCC to proper slope over R.C. slab

07. Toilet Fittings- Commode water closet with low down PVC cistern wash basin of standard size and quality, one C.P. bib cock to be fitted in toilet. W.C fittings –commode water closet with low down PVC Cistern one C.P. bibcock to be provided.

08. Kitchen Fitting -Steel sink with C.P tap in kitchen. All plumbing works inside kitchen to be concealed. (all concealed tile

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03. All Floor would be Finish with Marble / Vitrified Floor Tiles. Marble on stair case. 6'-0" high ceramic tiles to be fixed in toilet. Marble floor finish, Green stone with polish over cooking platform with 3-0" high glaze ceramic tiles over cooking platform and sink.

04. Doors – Commercial type Salid flush door on Sal wood frame.

05. Windows – Aluminum sliding window with 4 mm thick glass and fitted with grill and painted with enamel paint.

06. Roof Treatment – Complete with PCC to proper slope over R.C. slab

07. Toilet Fittings- Commode water closet with low down PVC cistern wash basin of standard size and quality, one C.P. bib cock to be fitted in toilet. W.C fittings –commode water closet with low down PVC Cistern one C.P. bibcock to be provided.

08. Kitchen Fitting -Steel sink with C.P tap in kitchen. All plumbing works inside kitchen to be concealed. (all concealed tile

plumbing work made by CPVC Supreme for inside and UPVC supreme for outside)

09. Sanitary Drainage System – All soil liens and waste water liens to be connected to KMC sewer system through sewer drain running around the building.

10. Water Super System - Provision for water supply from overhead tank and underground water reservoir supplied by KMC water supply system.

11. Electrical - All electrical wiring to be concealed in wall and ceiling with provision for sufficient number of points in room etc.

1) Bedroom – a) Light point -2 nos. b) Fan point – 1 no. c) T.V. point, d) 5 Amps. Socket point – 1 no. e) One A/c. Point in per Flat.

12. Drawing Dining room - a) Light point -3 nos. b) Fan point – 2 nos. c) T.V. point,/ 5 Amps. Socket point – 1 no. d) 15 Amps. 1 Socket point,

e) 5 Amp Socket point one only main switch board, f) calling bell point one no. g) D.B. point (MCB).

13. Kitchen – one light point, one exhaust fan point, one 15 amp socket point. Bathroom – one light point, one exhaust fan

point, one 15amp socket point, (only one bathroom). Verandah – Landing one light point.

14. Specification of materials - Switch Priti (ISI), M.S. Board, Sunmica Board Cover and Phenolex wire. Extra work extra charges as per market rate.