

078/2019

D-00118/2019



12/1/19  
11-17/2019

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 280358

9/0/53084/2019



Additional... insurance-II  
15/1/19

Certified that the Document is identical to  
Registered...  
Government...  
are the part of this Court.

*[Signature]*  
Additional Registrar  
of Assurances  
15/1/19

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on this 15<sup>th</sup> Day  
of January in the year Two Thousand Nineteen [2019] of the  
Christian Era.

Sankar Saha

Khounish Roy

1706 10-01-13  
100/1  
Nobu Kumar Ghosh (Adv)  
Sardar Civil Court Kalyan  
Ranjita Panigrahy

04 JAN 2019

330000

- 1) 16/8/19 - Rudrakshya Rakshit - Ch 9/1101 - 103561 - 3,00,000/-
- 2) 20/8/19 - " " " " 562 - 3,00,000/-
- 3) " " " " " " " " - NFT - 3,00,000/-

Some with Banerjee  
5/0 date Sr Kumar Banerjee  
12/1 D N. Chatterjee Panigrahy  
Kd-25

ADDITIONAL  
OF ASS  
15 JAN 2019

**BETWEEN**

✓ **1. SRI KHOUNISH ROY**, PAN BZFPR4240E, son of Late Baneswar Roy, by faith - Hindu, by nationality - Indian, by occupation - Unemployed,  
 ✓ **2. SMT. SHRADHANJALI MUKHERJEE**, PAN AFPPR0919F, wife of Sri Mausam Mukherjee and married daughter of Late Baneswar Roy, by faith - Hindu, by nationality - Indian, by occupation - House-wife, ✓ **3. SRI RUDRAKSHA RAKSHIT**, PAN ADTPR8479A, son of Late Nalinaksha Rakshit, and Late Bani Rakshit, by faith - Hindu, by nationality - Indian, by occupation - Business, ✓ **4. SMT SMRITI GHOSH**, PAN BKWPG9077N, wife of Sri Mohitya Prasad Ghosh and married daughter Late Nalinaksha Rakshit and Late Bani Rakshit by faith - Hindu, by nationality - Indian, by occupation - House-wife, all are residing at 41/1, Hidaram Banerjee Lane, P.O. Bowbazar, P.S. Muchipara, Kolkata - 700 012, hereinafter called and referred to as the **LAND OWNERS** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns] of the **ONE PART**.

**A N D**

✓ **M/S. SUBHO CONSTRUCTION & DEVELOPMENT**, PAN AZOPS3024R, a Proprietorship firm the firm being represented by its sole Proprietor viz. - **SRI SANKAR SAHA, PAN AZOPS3024R**, Son of Late Sarbeswer Saha, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 41, Nainan Para Lane, P.O. & P.S. Baranagar, Kolkata - 700 036, District 24-Parganas (North), hereinafter called, identified, recognized and referred to as the **'DEVELOPER'** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors-in-office, successors-in-interest and/or permitted assigns] of the **SECOND PART**.

**WHEREAS**

- A. That one Jogendra Nath Mukherjee was the absolute owner of the land and premises being No. 41, Hidaram Banerjee Lane, Kolkata who died intestate on 14/05/1907 leaving him surviving one Ganendra Nath Mukherjee and son of his other predeceased son Late Upendra Nath Mukherjee, namely Jatindra Nath Mukherjee as is heirs who jointly inherited and became owners of the said premises no. 41, Hidaram Banerjee Lane, Kolkata.
- B. Thereafter the said Ganendra Nath Mukherjee filed a suit for partition being suit No. 400 of 1907 in the Hon'ble High at Kolkata against his nephew the said Jatindra Nath Mukherjee and said suit was decreed by an order dated 27/08/1908 whereby a portion of the said premises no. 41, Hidaram Banerjee Lane, Kolkata was allotted to Jatindra Nath Mukherjee having an area of about 3 Cottahs and 10 Chittaks approximately and the other remaining portion was allotted to the said Ganendra Nath Mukherjee having an area of about 4 Cottahs and 5 Chittaks approximately and the said portion allotted to the said Ganendra Nath Mukherjee was renumbered as premises No. 41/1, Hidaram Banerjee Lane, Kolkata.
- C. The said Ganendra Nath Mukherjee died intestate sometimes in the year 1927 leaving behind his only living son Dwijendra Nath Mukherjee and other son Sourendra Mukherjee predeceased his father Ganendra Nath Mukherjee, inter alia the ownership in the said premises No. 41/1, Hidaram Banerjee Lane, Kolkata as only owner.
- D. The wife of Dwijendra Nath Mukherjee, Late Charubala Mukherjee died intestate on or about 17/03/1979.

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- E. The said Dwijendra Nath Mukherjee died intestate on or about 7<sup>th</sup> March, 1983, leaving behind the heirs of his married daughters namely Rama Roy wife of Late Baneswar Roy and Smt. Bani Rakshit, wife of Late Malinaksha Rakshit who both predeceased their father Dwijendra Nath Mukherjee and the said legal heirs and successors who jointly inherited the said premises No. 41/1, Hidaram Banerjee Lane, Kolkata - 700 012 within the ward no. 48, of the Kolkata Municipal Corporation.
- F. The said Rama Roy died intestate on or about in the year 1979 leaving behind her two sons and one daughter namely 1. Ganeswar Roy, 2. Khounish Roy, 3. Sradhanjali Mukherjee, wife of Sri Mausam Mukherjee and the said Bani Rakshit died intestate on or about in the year 1960 leaving behind her son and daughter namely Rudraksha Rakshit and Smriti Ghosh, wife of Sri Mohitya Prasad Ghosh as their legal heirs and successors and no one else who jointly inherited the said premises No. 41/1, Hidaram Banerjee Lane, Kolkata - 700 012 within the ward No. 48, of the Kolkata Municipal Corporation being the first party herein, who jointly mutated their names in the record of the Kolkata Municipal Corporation and became the absolute owners thereof.
- G. That the Ganeswar Roy died intestate on ~~15.08.2017~~ as bachelor and share devolved upon the present owners.
- H. The Owners herein have become desire to develop the said property by constructing a multistoried building on the said premises.
- I. Owing to lack of knowledge and experience of the owners in raising such multistoried building upon the said premises, the owners herein has intended to develop the said premises through a recognized developer, who has reputation in the field of construction of masonry building in and around city of Kolkata.
- J. The owners herein have made contact with the Developer herein and thereby they have elaborately discussed about the prospect of

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the said project and upon detailed discussion, the owner herein have made approach to the Developer herein to undertake the development job of the said premises.

- K. Upon such discussion, the Developer herein has also agreed to undertake the development Agreement for the said proposed construction upon the said premises at the cost and expense of the Developer.

**NOW THIS AGREEMENT WITNESSETH as follows:-**

That in pursuance of the Agreement contained hereinabove, the parties hereto doth hereby agree to bind themselves on the following terms and conditions:-

1. The Owners/the party of the First Part have engaged the party of the second part as the developer and the developer accepts such engagement and thereby has agreed to construct a multi storied building on the said land at its own cost and expenses.
2. That all cost of the said construction will be incurred and borne by the Developer from its own fund.

3. Owner's Allocation

That the Owners shall get 50% of the total constructed area of the proposed new building at various floors (as per sanction plan from the K.M.C.). In addition owners shall get Rs. 20,00,000/- (Rupees Twenty Lakhs) only from the developer part by part and said amount shall be adjust from Owner's allocation at the time of handing over the possession. That at the time of execution of this development agreement, developer shall pay Rs. 3,00,000/- (Rupees Three Lakhs) only to the owners.

4. Developers Allocation:

That the developer shall get the remaining 50% of the constructed area of the proposed new building of various floors (as per sanction plan from the K.M.C.).

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5. The Developer shall take steps to vacate the tenants who are in occupation within the said premises No. 41/1, Hidaram Banerjee Lane, Kolkata - 700 012 and the owners shall share the cost of vacating such tenants by the developer. If not possible, then shall accommodate such tenants from the owner's allocation in the newly constructed building.
6. The owners hereby undertake that they will execute a registered power of attorney subsequently in favour of the developer for carrying out the construction work without any hindrances at premises No. 41/1, Hidaram Banerjee Lane, Kolkata - 700 012.
7. The owners undertakes and assures that they are the absolute owners of the said plot of land described fully and particularly in the first schedule hereunder written.
8. The developer shall make necessary arrangements for temporary shifting the owner's to a proper place of residence during the period of construction and/or during pendency of the said construction work.
9. The owners further undertake to handover to the developer copies of relevant documents and papers in respect of the said premises which will be retained by the developer till completion of the proposed new building.
10. The Developer is also authorized empowered by the owners in relation to the said construction work of the said proposed new building of the said premises.
11. The developer shall obtain a plan duly sanctioned from the Kolkata Municipal Corporation pursuant to the building rules and shall carry out the construction of the proposed new building strictly in accordance to the said sanctioned building plan.
12. All constructions shall be made at the risk and responsibility of the developer and the owners shall not be responsible for any loss or damages whatsoever.

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13. The owners shall not interfere or obstruct in any manner in the execution and completion of the work of development and construction of the new building on the said premises. The owners shall be bound to render their signatures on all necessary papers and legal documents which will be required for such construction of the new building on the said premises.
14. The Developer shall construct the proposed building and upon completion shall handover the owner's allocation to the owners without any delay upon completion of the said proposed building.
15. After handing over the owner's allocation the developer shall have his full right to dispose of the developer's allotted portion of the said new building in favour of intending buyers and the owners shall have no objection in respect of the same and the entire consideration money against the disposal of the developer's allocation shall be treated as the developer's share in constructing the new building. The said consideration money shall be regarded as the reimbursement of the developer and the owners shall not be accountable for such money to be receipt by the developer.
16. The owners jointly undertake to execute a Registered Power of Attorney in favour of the developer giving him authority to enter into agreement for sale of the flats and floor spaces of the developer allocation and the dispose of its allotted portion in the said new building in favour of the intending purchasers.
17. That the Developer and its men and agents, Engineers, Architects, masons, labours, contractors, will have the right to access at the said plot of land and will take all necessary steps/actions, which are necessary for implementation of the project by Development of the land posting of banners and advertisement in the papers inviting buyers of the allotted portion of the Developer.
18. That after completion of the proposed multistoried building at first the developer shall handover the owners allocation including tenanted portion mentioned in the second schedule hereinafter written in complete as well as in habitable conditions as per

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specification mentioned in the Third schedule hereinafter written, thereafter the developer shall have right to execute any such deed of sale or other, deed or deeds in respect of the developer's allocation.

19. That the Developer shall complete the proposed building within 3 years from the date of commencement of construction work.
20. That sale proceeds of the Developer's proportionate land interest with regard to the Developer's allocation will be considered as consideration money and will go against the cost of construction of the new buildings/Flats/Apartment and also remuneration for preparation of plans and fees for sanction of the same, other miscellaneous expenses incurred by the Developer.
21. That both the parties have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed or constructed as partnership or a joint venture between the owners and the developer. Each party shall keep other indemnified from and against the same.
22. In case of the death of any or either of the Parties herein, the respective legal heirs and/or successor-in-interest will be substituted as the party and he, she or they will be bound to regard and fulfill the terms and conditions, set forth in this agreement.
23. All disputes and differences by and between the parties hereto and their representatives as to this agreement or its clauses or as to the meaning, scope and effect thereof or as to the rights, benefits and privileges of the parties hereto as to any matter touching these presents shall be referred to arbitrator appointed by both the parties under the arbitration and conciliation ACT. 1996, and the arbitrator's decision shall be binding on the parties herein having jurisdiction of the Courts of Kolkata only.
24. The developer shall keep the owner fully indemnified against and harmless from all losses and damages, costs, charges, expenses, claims or the proceeding in relation to the said land, development thereof, construction, completion, occupation and sale of the flats or otherwise in relation to or touching\* the subject matter of this

CONSTRUCTION & DEVELOPMENT

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agreement or for violation of any laws, rules or regulations or due to accident, mishap and other calamities, malicious damage, riots, thefts, burglary, fire, death or injury to any worker or person who is engaged in or near this construction site or arising from any other way whatsoever and the developer undertakes to take out appropriate insurance policies in this regard without in any way reducing his duty to the owner.

25. That the Developer may enter into any agreement for sale of the Developer's Allocation together with undivided proportionate share or interest in land described in the first schedule hereunder written and other common amenities either before or after or in course of the construction of the said proposed multistoried building on such terms and conditions as the Developer/ second party shall think fit and proper.
26. 25. That save and except the title of the said first schedule of the property, the owner/ First Party shall not be liable in any way for any dispute of any kind of Income Tax, Apartment Tax, for sale and transfer of the said building except owner's allocation as more fully and particularly described in the Second Schedule hereunder written.
27. That if the developer fails to construct the said multistoried building as per the sanctioned building plan from the Kolkata municipal corporation, within the aforesaid 36 ( Thirty Six ) months time from the date of execution of constructional work, after the expiry of the stipulated period of time as stated hereinabove, up to the period of total 6 (six) months thereafter this agreement will be treated as invalid and/or void and in that event the land owners i.e. the first party shall have every right to rescind and/or cancel this development agreement by sending a formal cancellation notice to the developer to that effect and also the land owners shall have every right to revoke the development power of attorney and also handover the entire development work to any third party as per their choice after payment of construction costs , which was made by the previous developer time of cancellation .

CONSTRUCTION & DEVELOPMENT

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28. The developer and their men and agents shall obey the enactments of all acts, rules and regulations and by laws of the concerned municipality or any other authority from time to time enforceable relating to construction work and will obey all building rules and regulations of such competent authority.
29. The developer shall install one elevated lift at the proposed multistoried building for the convenience of the inhabitants of the proposed building at the cost of the developer.
30. That at the time of construction of the said proposed building if any deviation thereof, beyond the sanctioned building plan, in that case the developer shall revised the sanctioned building plan at his own cost and responsibility from the Baranagar Municipality and also delivered copy of the revised sanctioned building plan to the land owners herein.
31. The Developer i.e. the second part will keep the Owners i.e. the first part safe, harmless and indemnify against all claims losses expenses and proceedings as may be occur due to any reason mentioned here under :-a) All claims and demands of the suppliers of building materials etc. at the premises or all claims due to any accident suffered by employers/workmen engaged by the Developers to carry out development work in the premises. The Developers shall solely be liable for compensation of such accident under the work men's Compensation Act or any other law. b) All claims and demands of the owner and/or occupiers of the adjoining premises due to damage or loss suffered by them in course of the proposed construction work of the premises, in any manner whatsoever.
32. All the current rates and taxes of the K. M. C. and electricity bill and other dues and outgoings in respect of the said premises from the date of commencement of work shall be borne solely by the Developers or his agents only and not the owner.
33. That the developer after getting peaceful physical possession of the said land with building shall have every right to demolish the entire building at their own cost and responsibility and all demolished

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building materials will be taken by the developer only and for the same the land owner shall not raise any objection thereof.

34. If at any time during the continuation of the contract, the performance in whole or in part of any obligation of developer under the contract shall be prevented or delayed by reason of any war and terrors, floods, earthquake, civil commotion, air raid or any other Act of God or restriction of any authority or Government or statutory body or Court (hereinafter referred to as "Events") then, provided notice of happening of any such Event/s with supporting proof required therefore is given by a party to the other within ten days from the date of occurrence thereof, the developer shall by reason of such event, be entitled to get a grace period for completion of the building by mutual understanding with the land owner herein.
35. That the owners and developer by their mutual consent shall be entitled for addition, alteration, modification of the any terms and conditions of the said project in future if required.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(ENTIRE PROPERTY)**

**ALL THAT** piece and parcel of land measuring an area of 4 Cottahs 5 Chittaks be the same a little more or less, together with partly one storied measuring 1400 sq.fts. and partly two storied measuring 300 sq.fts. dilapidated building (cemented floor) standing thereon lying and situate at premises No. 41/1, Hidaram Banerjee Lane, P.O. Bowbazar, P.S. Muchipara, Kolkata - 700 012, within Registrar of Assurances-II, Kolkata under Ward no. 48, within the limits of Kolkata Municipal Corporation which is butted and bounded as follows:-

ON THE NORTH : By 27, Baburam Sil Lnae;  
ON THE SOUTH : By Hidaram Banerjee Lane;  
ON THE EAST : By 41, Hidaram Banerjee Lane;  
ON THE WEST : By 42, Hidaram Banerjee Lane;

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**THE SECOND SCHEDULE ABOVE REFERRED TO  
(Owners' Allocation)**

That the Owners shall get 50% of the constructed area of the proposed new building at various floors (as per sanction plan from the K.M.C.). In addition owners shall get Rs. 20,00,000/- (Rupees Twenty Lakhs) only from the developer part by part and said amount shall be adjust from Owner's allocation at the time of handing over the possession

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(Developer's Allocation)**

That the Developer shall get the remaining 50% of the constructed area of the proposed new Building of various floors (as per sanction plan from the K.M.C.).

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(SPECIFICATION)**

The construction of which already at 41/1, Hidaram Banerjee Lane, Kolkata - 700 012, are as General Specification subject to the minor deviation depending upon the circumstances for the multi-storied building. follows:-

1. Foundation: R.C.C.(1:2) in frame structure.
2. External Wall: 8" thick brick work with quality brick/Mass brick in cement 1:5.
3. Structural Frame: R.C.C.(1:2:4) in column beam slabs.
4. Partition Walls: 5"/3" thick brick work with quality brick/Mass brick in cement mortar 1:4/1:3.
5. Wall: External wall will be finished with plaster and finished with weather coat colour.
6. Door: Sal Frame (Wooden) & doors will be of Flush Door. Only the door of bath room will be of PVC.

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7. Windows: Aluminum Channel with glass & Grill Fitted.
8. Floor: Full Marble finish.
9. Water Supply: By Sub-marshal pump 24 Hours supply from overhead tank.
10. Toilets: 5' feet height colored glazed tiles on walls and floor will be of marble finished. Plumbing materials will be of standard plastic all over pipe lines, tap water connection and one shower & one basin (without stand) will be provided.
11. Kitchen: Gas Cylinder slab with nlack stone finish of 5' x 1½ with 2 feet height colored glazed tiles surrounding the slab & Two tap water point and steel sink be provided.
12. Interior wall finish: Plaster of Paris.
13. Electric: Concealed wiring, room wise total 30 points will be provided (Three Rooms flat) & total 25 Points will be provided (Two Rooms Flat) and Meter for personal use will be brought by owners at your own cost.
14. Outside inside Extra work will be made by the Developers with owners own cost.

N.B.: Developer shall handover completion certificate to the purchaser on or before one year from the date of registration.

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PROPRIETOR

*Khormish Roy*

\*

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

**SIGNED, SEALED AND DELIVERED**

By the PARTIES at Kolkata in the presence of :

1. *Somenath Banerjee*  
*13/1 D.N. Chatterjee*  
*Row 4-25*

*Klornish Roy*  
*Shraadhansali mukherjee*  
*Rudrasaha Rakshit*  
*Smriti chosh*

**SIGNATURE OF THE OWNERS.**

2. *Naba Kumar Ghosh*  
*Ash*

*Sankar Saha*

**SIGNATURE OF THE DEVELOPER.**

Drafted by :

*Naba Kumar Ghosh*

**Naba Kumar Ghosh**

Advocate

Sealdah Civil Court,

Kolkata-14.

WBBC No. 505/89.

**MEMO OF CONSIDERATION:**

Received a sum of Rs. 3,00,000/- [Rupees Three Lakhs] only paid by the Developer to the Land owners within named as per memo below :

Paid by Cheque No. 103471, dt. 05/01/2019	Rs. 1,00,000/-
Paid by Cheque No. 103472, dt. 05/01/2019	Rs. 1,00,000/-
Paid by Cheque No. 103473, dt. 05/01/2019	Rs. 1,00,000/-
All cheque are issued by Axis Bank Baranagar Br.	_____
Total	<u>Rs. 3,00,000/-</u>

[Rupees Three Lakhs] only

IN THE PRESENCE OF :

1. *Somnath Banjee*

2. *Jaba Kumar Ghosh*  
Adv

*Kholmish Roy*  
*Shardhansali Mukharjee*  
*Rudraksha Bhalshit*  
*Smiti Chakr*

SIGNATURE OF THE OWNERS.

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
	 <i>Khominish Roy</i>	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
	 <i>Shradhanjali</i>	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
	 <i>Rudrasaha Rakesh</i>	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			

SPECIMEN FORM FOR TEN FINGERPRINTS

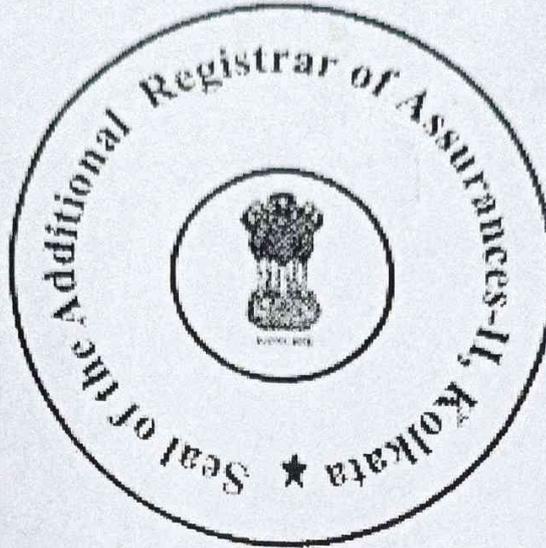
Sl No	Signature of the Executants / Presentants	Little	Ring	Middle	Fore	Thumb	
 <p><i>Sm...</i></p>	(Left Hand)						
							
	(Right Hand)						
							
 <p><i>S...</i></p>	(Left Hand)						
							
	(Right Hand)						
							
	(Left Hand)						
	(Right Hand)						

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2019, Page from 5187 to 5227

being No 190200118 for the year 2019.



*Tushar Kanti Mandal*

Digitally signed by TUSHAR KANTI  
MANDAL  
Date: 2019.01.17 15:20:08 +05:30  
Reason: Digital Signing of Deed.

(Tushar Kanti Mandal) 1/17/2019 3:20:05 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.

(This document is digitally signed.)