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अन्वितमण्डल पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

[Signature]
Addl. Dist. Sub-Registrar
Clapton, South 24 Parganas

07 MAY 2015

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DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 5th day of May
Two Thousand and Fifteen (2015)

BETWEEN

SMT. ANGANA DAS (SAMAJDAR), wife of Sri Ranjit Das, by faith-Hindu, by Nationality-Indian, by occupation-Housewife, residing at - 50, Garia Boral Main Road, P.O. - Garia, P.S. - Regent Park now Bansdroni, Kolkata- 700084, hereinafter called and referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs executors, successors, administrators, legal representatives and assigns) of the ONE PART.

AND

SRI PRADIP SAHA, (PAN CXQPS3652H) son of Sri Narayan Saha, by faith- Hindu, by Nationality Indian, by occupation-Business, residing at -Rajpur Swarnakarpara, P.O. - Rajpur, P.S. - Sonarpur, Kolkata - 700149, District - South 24 Parganas, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs executors, successors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS ALL THAT piece and parcel of Bastu land

measuring 03 Cottahs 09 Chittaks be the same a little more or less situated at Mouza -Kamdahari, J.L. No.49, comprised in R.S. Dag No. 800, under R.S. Khatian No. 74, appertaining to Touzi No. 14, R.S. No. 200, under P.S. - Regent Park now Bansdroni, A.D.S.R.O. Alipore, within the limits of Kolkata Municipal Corporation, Ward No. 111, District South 24 Parganas, belongã to Smt. Sefali Samajdar wife of Late Dhirendranath Samajdar, which she has got by virtue of purchase from then Owner of the said property namely Sri Ganendra nath Roy Chowdhury, son of Late Jatindranath Roy Chowdhury and Smt. Parul Rani Dastidar, wife of Arun Kumar Dastidar, by a Sale Deed Registered in the office of D.S.R. Alipore, recorded in Book No. I, Volume No. 147, Pages 181 to 187, Being No. 6378, for the year 1976 and mutated her name in the Record of Kolkata Municipal Corporation Office in respect of her said property which has been recorded in the said Municipal Corporation being Premises No. 224, Boral Main Road, vide Assessee No. 31111-0502246, under Ward No. 111 and constructed a two storied building thereon and had been seized and possessed the said property without any disturbance or interference in any manner whatsoever.

AND WHEREAS said Sefali Samajdar being love and affection gifted all that piece of land measuring 1 Cottah 8 Chittaks 37 Sq.ft. together with said two storied building thereon to her daughter Smt. Angana Das (Samajdar) the Owner No. 2 herein by a Gift Deed registered in the Office of A.D.S.R. - Alipore, recorded in Book No. I, CD Volume No. 31, Pages from 4669 to 4682 Being No. 07713 for the year 2013 out of her said land and building and thereafter further gifted her remaining portion of land i.e. measuring 02 Cottahs 8 Sq.ft. together with a structure thereon to her said daughter the owner herein by a Gift Deed registered in the Office at A.D.S.R. Alipore, vide Book No. I, Being No. 03284 for the year 2015, both situated at Mouza -Kamdahari, J.L. No.49, comprised in R.S. Dag No. 800, under R.S. Khatian No. 74, appertaining to Touzi No. 14, R.S. No. 200, under P.S. - Regent Park now Bansdroni, A.D.S.R.O. Alipore, within the limits of Kolkata Municipal Corporation, being Premises No. 224, Boral Main Road, Ward No. 111, District South 24 Parganas.

AND WHEREAS thus the owner herein become the absolute owner of ALL THAT piece and parcel of Bastu land measuring 03 Cottahs 09 Chittaks be the same a little more or less together with

existing building thereon situated at Mouza -Kamdahari, J.L. No.49, comprised in R.S. Dag No. 800, under R.S. Khatian No. 74, appertaining to Touzi No. 14, R.S. No. 200, under P.S. - Regent Park now Bansdroni, A.D.S.R.O. Alipore, within the limits of Kolkata Municipal Corporation, being Premises No. 224, Boral Main Road, Ward No. 111, District South 24 Parganas and has been seized and possessed of or otherwise well and sufficiently entitled the said property free from all sorts of encumbrances.

AND WHEREAS the Owner herein has made a proposal to the Developer for formulating a scheme for development of her said Premises described in the Schedule 'A' hereunder written and construct a new multi storied residential & Commercial building thereon consisting of several self contained residential flats, car parking spaces, shop rooms, office rooms etc. after demolishing the existing old building thereon and after careful consideration the Owner and the Developer have become satisfy about the benefits and advantages arising out of the said construction and thereafter the developer has agreed to construct the said multi storied building on the said premises of the Owner in pursuance of this agreement on certain terms and conditions mentioned hereunder.

DEFINITION

- A. **IN THIS AGREEMENT** unless it be contrary or repugnant to the subject or context the works and expression shall mean :-
1. **OWNER** shall mean the Owner above named and her heirs, executors, administrators, legal representatives and/or assigns.
 2. **DEVELOPER** shall mean the developer above named and his heirs, executors, administrators, legal representatives and/or assigns.
 3. **SAID PREMISES** shall mean the premises situated at Mouza -Kamdahari, J.L. No.49, comprised in R.S. Dag No. 800, under R.S. Khatian No. 74, appertaining to Touzi No. 14, R.S. No. 200, under P.S. - Regent Park now Bansdronei, A.D.S.R.O. Alipore, within the limits of Kolkata Municipal Corporation, being **Premises No. 224, Boral Main Road**, Ward No. 111, District South 24 Parganas, morefully described in the Schedule 'A' hereunder written.
 4. **THE PROPOSED BUILDING** shall mean the building proposed to be constructed at the said premises of the Owner by the Developer as per the sanction Plan of the Concerning

Authority.

5. **BUILDING AREA** shall mean total plinth area of constructed area (carpet area + stair case including all structure).
6. **ARCHITECT** shall mean such architect or architects as may be appointed by the Developer from time to time for the project at the said premises.
7. **THE OWNER ALLOCATION**

Shall mean and include **ALL THAT** 50% out of Total F.A.R. including Ground Floor to be sanctioned by the Kolkata Municipal Corporation together with the proportionate share in the land and all other common facilities and amenities of the said proposed building to be constructed at the said premises described in the Schedule 'A' hereunder written and Rs. 8,00,000/- (Rupees Eight lacs) only shall be paid at the time of execution of this agreement to the Owner which amount is non-refundable or non adjustable.
8. **THE DEVELOPER'S** portion shall mean **ALL THAT** the remaining portion i.e. 50% out of total F.A.R. including Ground

Floor to be sanctioned by the Kolkata Municipal Corporation (except owners' allocated portion) along with the proportionate share in the land and other common facilities and amenities of the said building to be constructed at the said Premises described in Schedule 'A' hereunder written.

9. **COMMON PORTION** shall mean and include roof, terrace, passage, corridors, stair-case, lobbies, drive-ways, common lavatories, pump room overhead water tank, water and other facilities which will be provided by the Developer which have been set out in the Schedule "D" hereunder written and the area required for establishment, location, enjoyment provisions and/or management of the building.

10. **SINGULAR** shall include the plural *vide versa*.

11. **MASCULINE** shall include the feminine and vice-versa.

B. THE OWNER HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWINGS :-

a) That the Owner is the full and absolute sole owner of the said premises free from all encumbrances.

- b) *There is feasibility of construction of the proposed Building on the land comprised in the said Building on the land comprised in the said premises.*
- c) *The Owner is fully and sufficiently entitled to enter into this Agreement.*
- C. *The Owner is desirous of constructing the proposed building at her land comprised in the said premises described in Schedule 'A' hereunder written.*
- D. *The Developer is carrying on business, as of construction/ contractor-/ Real Estate/ promoter and Developer and Real Estate Investors.*
- E. *Certain terms and conditions have been agreed by and between the parties hereto.*

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED AND DECLARED BY AND BETWEEN THE PARTIES
HERETO AS follows :-**

1. *The Owner agreed to appoint and do hereby appoint the Developer as the constructor for Development of the said premises as per this Agreement made between the Owner and*

the Developer on the terms and conditions herein after contained where the Developer shall do the following jobs :-

- a) Signing complete plan by Owner for submitting to the Kolkata Municipality Corporation.
 - b) To sell the flats, shop rooms, Office rooms and car parking spaces etc. to the third parties out of Developer's portion.
 - c) Deliver of possession of the flats, car parking space, shop rooms etc. out of owner's allocation portion to the Owner.
2. The said appointment of the Developer shall not be revoked by the Owner for any reason whatsoever save as elsewhere herein contained. The Owner do hereby also agree to transfer convey and assign to the Developer or his nominee or nominees or transferee or transferees the Developer's portion of the proposed building on the terms and conditions herein after contained.
3. The Development area of Developer's allocation portion shall transfer and/or assignments shall be in favour of the developer and/or its his nominee or nominees and/or his respective transferee or transferees and/or his respective assigns.

4. *The development shall be completed by such number of conveyances and/or other transfer documents as may be required by the Developer and or such portions and/or undivided share in the land comprised in the said premises and/or the proposed building as the Developer may at his absolute discretion think fit and proper so long as the Developer gets.*
5. *The Owner do hereby nominate appoint the Developer as her true and lawful attorney for the purpose of construction and transferring, selling, conveying and/or assigning the Developer's portion of the proposed building and for the said purpose for signing and executing all writings, agreement, conveyances and or other transfer documents and perfecting such deeds, documents and writings by registration and the Owner do hereby further agree to grant in favour of the Developer such other Power and/or authorities as may from time to time be required by the Developer for the purpose aforesaid.*
6. *All cost of stamp duty and registration charges payable on such writings, agreements, conveyances and/or other transfer*

documents shall be borne and paid by the Developer and/or his transferees and/or his respective assignees.

7. The Developer have full right to transfer and/or assign its rights under these presents and/or in respect of the Developer's portion of the proposed building in such manner and/or such terms as the Developer may at his absolute discretion think fit and proper.
8. The Owner shall, in the manner as be required by the Developer, joint as Vendors and/or confirming parties in any and/or all the agreements, conveyances, and/or other documents of transfer that the Developer may decide to enter into with any person or persons what desire to acquire flats, shop rooms, office rooms & car parking spaces or other portions in the proposed building.
8. As after the date hereof the Developer shall be deemed to be in possession of the said premises.
9. The Owner shall put the Developer in exclusive possession of the said premises within 1 (one) year from the date of execution of this agreement.

10. *To apply for and obtain temporary and/or permanent connection for electricity, water line and/or other connection and/or lines for essential service and/or any part thereof. And the owner will sign on the applications/papers/documents for the same.*
11. *All costs charges and expenses for carrying out the rights and or entitlements of the Developer in terms hereof as aforesaid shall be borne and paid by the Developer to carry out effectually the rights and or entitlements of the developer hereunder.*
12. *The Owner shall forthwith on being required by the Developer sign execute and deliver all plans papers and or documents as be required by the Developer to enable the Developer to carry out effectually the rights and/or entitlements of the developer hereunder.*
13. *The Owner shall also grant and extend all co-operation and/or assistance as may reasonably be required and/or demanded by the developer from time to time to enable the Developer to carry out the rights authorities and/or entitlements of the Developer in term hereof.*

14. *The Owner further agree to grant in favour of the Developer and/or his nominee or nominees of from time to time the General Power of Attorney as may be necessary and be reasonable required by the Developer for morefully effectuating the rights authorities and/or entitlements of the developer in terms of these presents.*
15. *The specification of construction of the proposed building shall be generally those are normal in a residential & commercial building.*
16. *The Developer shall pay and liable to pay the cost for construction of the Owner portions and all other portions of the proposed building and the Developer shall bear and pay the same without raising any objection whatsoever and the developer agree to indemnify and keep indemnified the Land Owner for payment of the same as and when the same shall be demanded by the Authority concerned.*
17. *The Developer shall complete the construction of the proposed building within **36** months from the date of obtain sanction building plan from the Kolkata Municipality Corporation but*

subject to force major reasons and/or other reasons beyond the control of the Developer in which event the construction of the proposed building shall reasonably stand extended from time to time.

18. *The Developer and the Owner have entered into this agreement purely on a principal basis and nothing stated herein shall be deemed or constructed as a partnership between the developer and the Land Owner in any manner constitute as association of persons.*
19. *That in the common portion as described in schedule 'D' of this agreement all the flat, shop rooms, office rooms and car parking spaces Owner shall have equal rights and no other person excepting the flat Owner shall have right over the same whatsoever.*
20. *The Owner shall not be liable and or responsible for any accident, mishap, incident causing any sort of injury and loss of life.*
21. *The Developer shall appoint architect or architects, engineer, labours and other persons to construct the said proposed building and bear all costs and remunerations and also bear*