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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Documents admitted
The signature sheet and the
attestation sheets attached with the this
document are the part of this document.

14.08.2020
Add. District Sub Registrar
Barrackpore 24 Pgs (N)
14 AUG 2020

DEVELOPMENT AGREEMENT

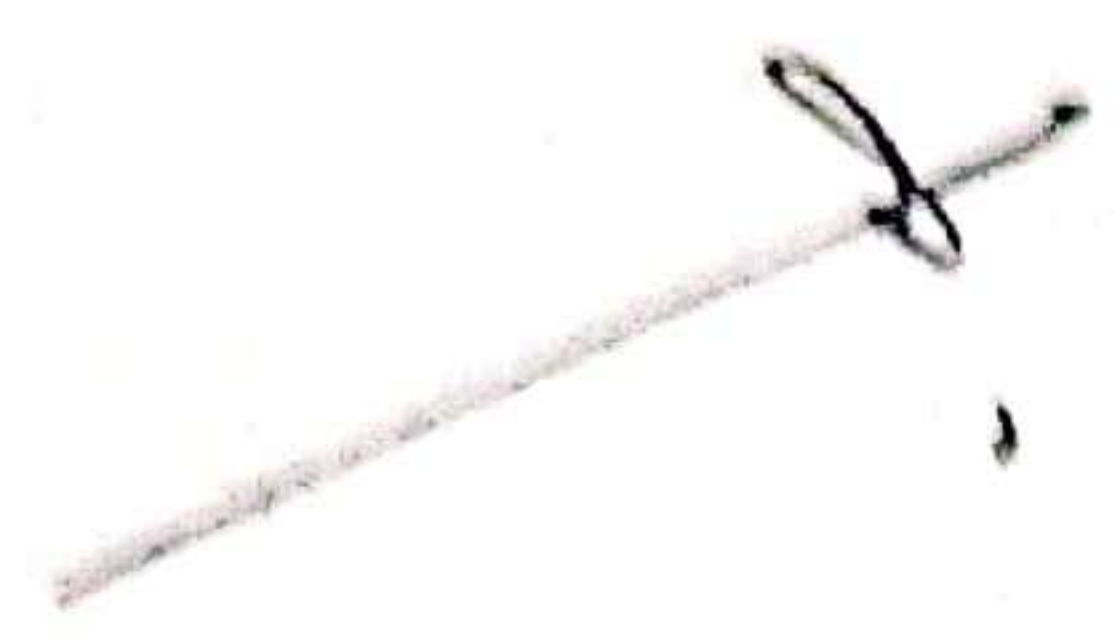
THIS DEVELOPMENT AGREEMENT is made on this 14th
day of August, 2020 (Two Thousand Twenty);

929802/2020

2202 20/09/2020 2000

M/S S. S. Enterprise
142/2, Barasat Road,
P.S. Titagarh, (N) 24 Pgs.

शुभम सुभाष सरकार
जामातपुर जा. नि. काम. कार्यालय
दस्तावेज २४ पन्ना



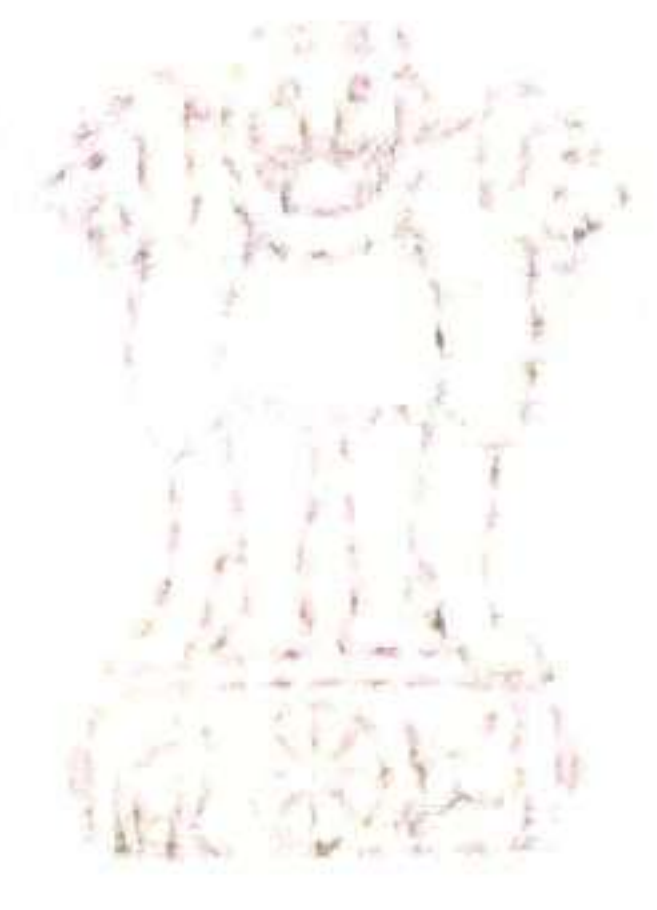
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Addl. Dist. Sub-Registrar
Barrackpore North 24 Pgs

14 AUG 2020

GRN: 7
GRN Date: 12
BRN: IKC



BETWEEN

1. **SMT. AVA KOLEY** wife of Late Dilip Kumar Koley (PAN No. DZWPK7111J), by Nationality – Indian, by Faith Hindu, by Occupation – Housewife, 2. **SRI DEBASISH KOLEY** son of Late Dilip Kumar Koley (PAN No. FFTPK0890D), by Nationality – Indian, by Faith Hindu, by Occupation – Business, both are residing at 58/25, H. K. Sarkar Road, Koley Para, P.O. Talpukur, P. S. Titagarh, Kolkata 700 123 in the District of North 24-Parganas and 3. **SRI JOYDEB KOLEY @ JOYDEB KR KOLEY** son of Late Gour Chandra Koley (PAN No. AMEPK8360K), by Nationality – Indian, by Faith Hindu, by Occupation – service all are residing at 58/25, H. K. Sarkar Road, Koley Para, P.O. Talpukur, P. S. Titagarh, Kolkata 700 123 in the District of North 24-Parganas hereinafter jointly called and referred to as the **OWNERS** (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include their respective heirs, legal representatives, executors and assigns) of the **ONE PART**.

A N D

M/S. S. S. ENTERPRISE having PAN – ADQFS7372A a Partnership Firm having its Office at 142/2, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700 122, West Bengal, represented by its Partners, 1. **SRI SALIL BISWAS** (PAN No. AMRPB0576D) son of Late Mahananda Biswas, by Religion Hindu, by Occupation Business, by Nationality

Indian, residing at 142/173, Barasat Road, P.O. Nona Chandanpukur, P.S. Titagarh, District:- North 24-Parganas, Kolkata 700122, West Bengal and 2. **SRI SUBARAN MONDAL** (PAN No. BFYPM7105L) son of Sri Datakarna Mondal, by Religion Hindu, by Occupation Business, by Nationality Indian, residing at Newpukuri (Dakshin), P.O. Newpukuria, P.S. Beldanga, District:- Murshidabad, PIN 743133, West Bengal hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless otherwise excluded by and/or repugnant to the subject or context mean and include the said Firm its successors-in-office and/or representatives, executors and assigns) of the **OTHER PART**.

WHEREAS one Sri Nani Gopal Mukhopadhyay purchased a plot of land measuring about 58 Sataks more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 (land measuring about 28 Sataks) and C.S. Dag No. 734/1487 (land measuring about 22 Sataks) and C.S. Dag No. 734 (land measuring about 08 Sataks) Khatian No. 186 in the District North 24-Parganas by virtue of a Registered Sale Deed on 24.04.1946 which was duly registered before S.R. Barrackpore and duly copied in Book No. I, Volume No. 11, Pages from 37 to 40, Being No. 448 for the year 1946 from one Smt. Panch Kari Mallick.

AND WHEREAS while seizing and possessing the same said Sri Nani Gopal Mukhopadhyay died intestate leaving behind his wife namely Smt. Renuka Debi and one son namely Sri Uday Kumar Mukhopadhyay and three married daughters namely

Reba Chattopadhyay, Smt. Rekha Chattopadhyay & Smt. Debika Chattopadhyay as his legal heirs and successors. And they enjoying the same without any interruption from any corner.

AND WHEREAS while seizing and possessing the same said Sri Uday Kumar Mukhopadhyay and Smt. Renuka Debi self and constituted attorney on behalf of Smt. Reba Chattopadhyay, Smt. Rekha Chattopadhyay & Smt. Debika Chattopadhyay jointly sold out a plot of land measuring about 50 Satak which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 (land measuring about 28 Sataks) and C.S. Dag No. 734/1487 corresponding to R.S. Dag No. 7277 (land measuring about 22 Sataks) in the District North 24-Parganas by virtue of a Registered Sale Deed on 30.03.1963 which was duly registered before A.D.S.R. Barrackpore and duly copied in Book No. I, Volume No. 23, Pages from 141 to 144, Being No. 1954 for the year 1963 in favour of one Sri Kamal Chattopadhyay alias Sri Kamalapati Chattopadhyay.

AND WHEREAS while seizing and possessing the same said Sri Kamal Chattopadhyay alias Sri Kamalapati Chattopadhyay sold out the aforementioned plot of land measuring about 50 Satak which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 (land measuring about 28 Sataks) and C.S. Dag No. 734/1487 corresponding to R.S. Dag No. 7277 (land measuring about 22 Sataks)

in the District North 24-Parganas by virtue of a Registered Sale Deed on 22.12.1965 which was duly registered before A.D.S.R. Barrackpore and duly copied in Book No. I, Volume No. 93, Pages from 20 to 26, Being No. 6309 for the year 1965 in favour of Smt. Bijali Kumar Chatterjee and Sri Bidyut Kumar Chatterjee.

AND WHEREAS while seizing and possessing the same said Smt. Bijali Kumar Chatterjee and Sri Bidyut Kumar Chatterjee sold out a plot of land measuring about 07 Cottahs 05 Chittacks more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas by virtue of a Registered Sale Deed on 22.09.1976 which was duly registered before S.R. Barrackpore and duly copied in Book No. I, Volume No. 64, Pages from 111 to 115, Being No. 3691 for the year 1976 in favour of Smt. Kamala Bala Koley, Sri Dilip Kumar Koley, Sri Gour Chandra Koley & Sri Joydeb Koley.

AND WHEREAS said Smt. Kamala Bala Koley, Sri Dilip Kumar Koley, Sri Gour Chandra Koley & Sri Joydeb Koley mutated their names before Barrackpore Municipality being Holding No. 58 (25), H.K. Sarkar Road under Ward No. 12.

AND WHEREAS while seized and possessed the same Smt. Kamala Bala Koley transferred her undivided $1/4^{\text{th}}$ share of total land measuring about 07 Cottahs 05 Chittacks more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733

corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas by virtue of a Registered Sale Deed on 13.01.1997 which was duly registered before A.D.S.R. Barrackpore and duly copied in Book No. I, Volume No. 4, Pages from 255 to 262, Being No. 149 for the year 1997 in favour of Sri Dilip Kumar Koley.

AND WHEREAS said Sri Dilip Kumar Koley by way of said two Registered Sale Deeds became the absolute owner of the **undivided half share** of the plot of land measuring about 07 Cottahs 05 Chittacks more or less i.e. 03 Cottahs 10 Chittacks 22.5 Sq.ft. more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas.

AND WHEREAS while seizing and possessing the same said Sri Dilip Kumar Koley died intestate leaving behind his wife namely Smt. Ava Koley and one son namely Sri Debasish Koley as his legal heirs and successors and they jointly inherited the aforesaid property left by said Sri Dilip Kumar Koley.

AND WHEREAS one of the owner Gour Chandra Koley executed a Registered WILL and bequeathed his 1/4th share of land in favour of Sri Joydeb Koley. Subsequently after death of Gour Chandra Koley, obtained probate from Ld.

District delegate Court at Barrackpore vide Probate Case No. 385/13. And Learned Court issued Probate Certificate on 30.05.2017.

AND WHEREAS said Sri Joydeb Koley by way of Registered Sale Deed & Probate of the WILL became the absolute owner of the undivided half share of the plot of land measuring about 07 Cottahs 05 Chittacks more or less i.e. 03 Cottahs 10 Chittacks 22.5 Sq.ft. more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas.

AND WHEREAS thus said **Smt. Ava Koley, Sri Debasish Koley and Sri Joydeb Koley** became the joint owners of ALL THAT piece and parcel of land measuring an area of 07 Cottahs 05 Chittacks more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality under P. S. Titagarh in the District North 24-Parganas and while enjoying the right title and interest of the same they mutated their names in the records of the Barrackpore Municipality and the said property was known reputed and numbered as Municipal Holding No. 58/25, H.K. Sarkar Road under Ward No. 12 which is morefully described in the SCHEDULE- A hereunder written.

AND WHEREAS the Owners/First Party herein became joint owners of the aforesaid property by way of inheritance in the aforesaid manner and while thus seized and possessed of the said property without any lien, claim, right, title or interest of any other person the Owners/First Party herein **have decided** to construct a multi-storied building covering maximum available F. A. R. according to Building Rules prescribed by the Barrackpore Municipality or as may be changed from time to time. **AND WHEREAS** due to paucity of funds and lack of working knowledge the FIRST PARTY herein approached the Developer to develop the said property for commercial cum residential exploitation. **AND WHEREAS** the Developer consider the aforesaid offer of the FIRST PARTY herein as viable.

THIS AGREEMENT is drawn up in writing with details of such terms and conditions mutually agreed to by the parties herein.

1. The First Party doth hereby authorized and empower the Second Party to construct a multi-storied building as per Sanction Building Plan as aforesaid on the said plot of land all the costs and expenses of Second Party and for the aforesaid purpose the First Party will deliver full vacant possession of the said land and also make over the original deeds and all other original relevant documents related to the Schedule property documents unto the Second Party and these documents will remain in custody and possession of the Second Party till performance of the agreed terms and conditions by and between the parties hereto and the First Party or any of their heirs, successors or assigns or any person claiming through or in trust shall not interfere during the construction period in any manner whatsoever except their allocation of this Agreement.

2. The first party is liable to hand over all the original documents related to the property i.e. Mutation Certificate, Up to date Khajna, Parcha, Tax Receipt, clear marketable title deed in the name of present owners and before execution of registered development agreement. It is pertinent to mention here that all cost of preparation original up to date property related document will be borne by the First Party/Owners.

3. The Second Party will obtain Sanction Plan for construction of multi-storied building on the said land and its own costs and in that connection the First Party will sign on all applications as required for getting the Plan Sanctioned from Barrackpore Municipality.

4. That on construction of the building in the manner as stated hereinabove with qualitative materials the land owners shall be entitled to get as follows:-

The owners will get:-

i) Owners will get One Garage on the Ground floor back side measuring super built up area of 180 Sq. ft. more or less.

a) **The land owners namely:-**

i) Smt. Ava Koley will get Rs. 20,00,000/- (Rupees Twenty Lakhs) only.

ii) Sri Debasish Koley will get Rs. 20,00,000/- (Rupees Twenty Lakhs) only.

iii) Sri Joydeb Koley @ Joydeb Kr Koley will get Rs. 40,00,000/- (Rupees Fourty Lakhs) only.

b) That is the total amount of Rs. 80,00,000/- (Rupees Eighty lakhs) only the owners will get against the owners' Allocation and the same would be paid by the Developer to the Owners in the manner as follows in the ratio of 25:25:50 respectively:-

i) At the time of execution of this Agreement	Rs. 1,00,000/-
ii) After one month from the Building Sanction Plan	Rs. 12,00,000/-
iii) After Six month from the Building Sanction Plan	Rs. 12,00,000/-
iv) After Twelve month from the Building Sanction Plan	Rs. 12,00,000/-
v) After Eighteen month from the Building Sanction Plan	Rs. 12,00,000/-
vi) After twenty four month from the Building Sanction Plan	Rs. 12,00,000/-
vii) Last & final Payment thirty month from the Building Sanction Plan	Rs. 19,00,000/-

Ava Koley,
Debasish Koley

Joydeb Koley @ Joydeb Kumar Koley

5. All applications, plans and other papers and documents, as may be required by the Developer the Second Party hereto for the purpose of obtaining necessary Sanction on and from the appropriate authorities, shall be prepared and submitted by the Second Party, Developer on behalf of the First Party. The Second Party shall pay and bear all fees including Architect's fees, charges, surcharges and every expense required to be paid or deposited to the Municipality or any other authorities for the purpose of making the plan sanctioned for construction build up of the said building on the said plot of land.

6. The Owners shall grant to the Developer, the Second Party and / or to the Developers nominee or nominees a General Power of Attorney as may be required for the purpose of obtaining Sanction Plan and all necessary permission and Sanction from different appropriate authorities from time to time in connection with the construction of the building and also pursuing and following up the matters with the Barrackpore Municipality and other authorities and for sell of flats (except Owners' Allocation) in that connection only together with the right to sewer affidavit.

7. That the Developer shall be entitled to hang any signboard or make any publicity towards booking of flat in the proposed building without any objection demand or claim from the land owners.

8. The party of the Second Part shall pay the Municipal and other Government rents and taxes from the date of getting possession for the First Party, it is made clear that

only for land the First Party shall be bound to pay the said outstanding dues till the date of making over possession in favour of the Developer.

9. All other flats and garages of the proposed building to be constructed by the Second Party save and except the Owners' Allocation mentioned in the para No. 3 shall be disposed of by the Second Part to the prospective buyers at any consideration or price which shall be at the sole discretion of the Second Party to which the First Party shall not be liable for payment in any manner whatsoever. The First Party shall co-operate in selling the Other flats in each and every manner the Second Party shall desire from time to time and all times till disposal of flats and garages.

10. The Second Party and / or, prospective buyer shall bear all statutory liabilities required standing over possession of the other flats as shall be payable to the Government and First Part shall not be responsible for the same in any way manner whatsoever.

11. The Second Party shall be at liberty to negotiate for sale the balance portion excluding Owners' Allocation as above, of the proposed building to be constructed upon the said land with any prospective buyer or buyers before or in course of construction together with proportionate share of land on which the said multi-storied building will be constructed as such consideration and on such terms and conditions and with such person or persons as the Second Party shall think fit and proper and the First Party, shall at the request of the Second Party, execute and

register the Deed of Conveyances in respect of the proportionate share of the said land only to and in favour of the person or persons or the nominee of the Second Party. It is clearly agreed and declared that consideration money for such transfers, as aforesaid including earnest money or initial payments or part payments thereof shall be received by and belong absolutely to the Second Party which will be solely declared by the Developer.

12. The Second Party shall be entitled to enter into and sign all agreements and documents as may be required for the purpose of the proposed building including flats, spaces, units or apartments save and except of First Parties allocated portion mentioned in Clause 3 or for sale of the same on such terms and conditions and for such consideration as the Second Party shall think fit and proper and the First Party undertake to give the Developer or Developer's agent, a General Power of Attorney.

13. The First Party shall have no right or power to terminate this Agreement provided the Second Party would be violate any of the terms and conditions contained in this Agreement.

14. Be it provided however that the costs of the conveyance or conveyances including non judicial stamps and registration expenses and all other legal expenses shall be borne exclusively and paid by the Second Party, their nominee or nominees and / or prospective buyers.

15. The Second Party shall at its own costs construct, erect and complete the building with qualitative materials at the place mentioned above after obtaining the Sanction

Plan with such materials and with such specifications as may be recommended by the technical person from time to time.

16. The Second Party shall install, erect in the said building at its own cost like as pump sets, tube well water storage tanks, overhead reservoirs, electric wiring fittings and installations and other facilities as are required to be provided in a residential building having self contained apartment and considered for sale of flats therein on ownership basis as mutually agreed.

17. The Second Party shall be authorized by the Owners for the construction of the building to apply for and obtain temporary and permanent constructions of water, drainage, sewerage and / or other facilities if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

18. In case of any dispute the Owners shall approach an Arbitrator to be appointed jointly.

19. All costs, charges and expenses including fees of the technical person shall be discharged and paid by the Second Party; the First Party hereto shall have no liability or responsibility in this context in any manner whatsoever.

20. As soon as the building is habitable the Second Party shall handover the Owners' Allocation mentioned in the Schedule 'B' hereunder written. Then the Second Party shall be at liberty to give possession to other prospective buyers or tenants without any consent of the First Party. The Owners shall be exclusively responsible for punctually and regularly payment of all taxes, rates, duties as per their proportionate