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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

D 139679

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

[Signature]
 District Sub-Registrar-II
 Alipore, South 24 Parganas

AGREEMENT FOR DEVELOPMENT

6 JUL 2017

THIS AGREEMENT FOR DEVELOPMENT made this the 06th Day of July, 2017 (Two thousand and Seventeen).

13-10
 6/7/17
 D. No. 1059/10/17
 Stamp 5000

2694 05 JUL 2017

No.....Rs. 5000/-Date.....

Name:.....

Address:.....

Vendor: *Subhankar Das*
Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol - 27

B. S. Dambay Paul
Associate
Alipur Police Court
Kolkata - 27



District Sub-Register-D
Alipore, South 24 Parganas

6 JUL 2017

*Identified by me,
Biswanath Paul
Sto. B. Paul
At Alipore Police Court
P.O. & P.S. - Alipore,
Kol - 27.*

-:: 2 ::-

BETWEEN

DR. SWAPAN KUMAR DATTA (PAN – AATPD6799G), Son of, Late Dr. Santosh Kumar Datta, By Occupation- Doctor, by faith- Hindu, by Nationality- Indian, Residing at, Rajiv Gandhi Chowk, P.O.- Bīlaspur, P.S.- Civil Line Bīlaspur, Dist.- Bīlaspur, Chhattisgarh - 495001, hereinafter called and referred to as the "**OWNER**" (which expression shall unless otherwise repugnant to the context be deemed to mean and include his heirs, successors, executors, representatives, administrators, and assigns) of the **ONE PART**;

AND

NILIMA CONSTRUCTION (PAN-AGEPB8150E), having its registered office at 246, Karunamoyee Ghat Road, P.O.- Haridevpur, Police Station – Haridevpur, Kolkata- 700082, represented by its Sole Proprietor **SRI GAUTAM BHATTACHARYA (PAN-AGEPB8150E)**, son of, Late Kalipada Bhattacharjee, by faith Hindu, by Nationality indian, by occupation Business, residing at, 246, Karunamoyee Ghat Road, P.O.- Haridevpur, P.S.- Haridevpur, Kolkata -700082, hereinafter referred to as "**the DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its, executors, successors, administrators, representatives and/or assigns) of the **OTHER PART**;

Whereas the **OWNER** herein purchased and became the absolute **OWNER** of a piece or parcel of land measuring about 02 Cottahs 06 Chattaks, under Mouza- Syedpur, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 815, Motilal Gupta Road (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-09-450, more fully described in the FIRST SCHEDULE hereunder, by virtue of a Deed of Conveyance dated 30.01.1987, which was duly registered in the Office of District Registrar, Alipore and recorded in Book No. I, being Deed no. 1954, year 1987, from Sri Biswanath Mukherjee, for a consideration amount which was stated therein and possessed the said property without any liabilities and encumbrances.

-:: 3 ::-

And whereas the property is not yielding any profit or benefits to the OWNER above named and the OWNER then decided to develop the said property by raising construction of building on the said property;

And whereas having no requisite fund, experience or workmanship, the OWNER ultimately decided to place the responsibility for development of the said property to a competent person or persons having adequate experience, goodwill, workmanship and financial means to undertake the responsibility for construction of the proposed building/ buildings till completion.

And whereas the developer above named took inspection of the said property and then the developer agreed to take the responsibility for development of the proposed building/buildings till completion at his costs and responsibilities and the parties accepted the proposal of this agreement for development of the property on the following terms and conditions:-

At or before the execution of this Agreement the OWNER has assured and represented the Developer as follows:

The OWNER is the Sole OWNER of all that piece or parcel of land measuring about 02 Cottahs 06 Chattaks of the scheduled property which is lying and situated, under Mouza- Syedpur, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 815, Motilal Gupta Road (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-09-450, more fully described in the FIRST SCHEDULE hereunder;

- a) The abstract of title of the OWNER to the said premises as mentioned hereinabove are true and correct.
- b) The OWNER has paid all taxes to the KMC and other outgoing and impositions in respect of the said premises up-to-date.



Government of West Bengal

Office of the D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas

W.B. FORM NO. 1504

Query No / Year	16020000959101/2017	Serial No/Year	1602005237/2017
Transaction id	0001220446	Date of Receipt	06/07/2017 1:35PM
Deed No / Year	i - 100200050 / 2017		
Presentant Name	Shri GAUTAM BHATTACHARYA		
Land Lord	Dr SWAPAN KUMAR DATTA		
Developer	NILIMA CONSTRUCTION		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement . 2]		
Total Setforth Value	Rs. 1/-	Market Value	Rs. 45,12,499/-
Stamp Duty Paid	Rs. 5,000/-	Stamp Duty Articles	48(g)
Registration Fees Paid	Rs. 0/-	Fees Articles	
Standard User Charge	296/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp					
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	Subhankar Das	2694	05/07/2017	5,000/-

Other Fees Paid (Break up as below)

By Cash		Amount in Rs.
Standard User Charge		296/-

*Total Amount Received by Cash Rs. 296/-

(Rina Chaudhury)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. - I
SOUTH 24-PARGANAS

- c) The OWNER is in entirely khas possession of the Said Premises.
- d) There are no suits and/or legal proceedings and/or litigations pending in any court involving the question of title to the Said premises or any part thereof involving the OWNER. Neither there is any separate agreement/agreements with anyone else relating to the Said Premises.
- e) There are no arrears of taxes and/or dues of the OWNER with the Income Tax, Wealth Tax, Gift Tax and/or other appropriate body or authorities that may affect Said Premises in any manner whatsoever. Neither the Said Premises nor any part thereof has been attached under any Decree or order of any court of law or due to Income Tax, Revenue or any other Public Demand.
- f) There are no impediments or bar under any law or statute as on the date of this Agreement by which the OWNER is prevented from selling or transferring her right, title, and interest in the Said Premises and as such the OWNER is entitled to execute the necessary deeds of Conveyance in favour of the Developer and/or the Purchaser/s of the developer's allocation as the case may be, in respect of the Said Building. Further the OWNER have not in any way dealt with the Said Premises whereby the right, title, and interest of the OWNER as to the Ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.
- g) The Said Premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings have been received or come to the notice of the OWNER.
- h) The Said Premises is free from all mortgages, charges, loan, lien, lispensens, attachments, acquisitions, requisitions and any other encumbrances whatsoever.
- i) The OWNER is fully and sufficiently entitled to enter into this Agreement.

Relying on the aforesaid representations and believing the same to be true and after scrutinizing all the documents, and after searching in the registry offices the Developer is satisfied about the marketability of the title of the OWNER in the said property and accordingly the Developer has agreed to develop the Said Premises, to complete the Said Building and do the works on the terms mentioned hereunder.

2. DEFINITIONS:

The terms in these presents shall unless contrary or repugnant to the context, mean and include the following:

2.1. ADVOCATE: shall mean Sri Biswambar Paul, Advocate, Alipore Criminal Court of 232/68, Mahatma Gandhi Road, Kolkata-700104, to act on behalf of the Developer.

2.2. SAID PREMISES : shall mean and include ALL THAT piece or parcel of land measuring about 02 Cottahs 06 Chattaks, which is lying and situated under Mouza-Syedpur, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 815, Motilal Gupta Road (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-09-450, more fully described in the FIRST SCHEDULE hereunder.

2.3. DEVELOPMENT AGREEMENT: shall mean this Agreement with such modifications and/or alterations as may be mutually agreed upon.

2.4. OWNER: shall mean and include DR. SWAPAN KUMAR DATTA (PAN – AATPD6799G), Son of, Late Dr. Santosh Kumar Datta, By Occupation- Doctor, Residing at, Rajiv Gandhi Chowk, P.O.- Bilaspur, P.S.- Civil Line Bilaspur, Dist.- Bilaspur, Chhattisgarh - 495001 and his legal heirs, executors, administrators, successors, legal representatives and assigns.

2.5. **DEVELOPER:** shall mean and include NILIMA CONSTRUCTION, having its registered office at 246, Karunamoyee Ghat Road, P.O.- Haridevpur, Police Station – Haridevpur, Kolkata 700082, represented by its Sole Proprietor SRI GAUTAM BHATTACHARYA (PAN-AGEPB8150E), son of, Late Kalipada Bhattacharjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at, 246, Karunamoyee Ghat Road, P.O.- Haridevpur, P.S.- Haridevpur, Kolkata -700082, and his legal heirs, executors, administrators, legal representatives, and assigns.

2.6. **SAID PLAN:** shall mean the plan/s which may be sanctioned by the Kolkata Municipal Corporation with such modifications and/or alterations as may be required, or which may be made and prepared by the Developer from time to time in the Said Premises.

2.7. **SAID BUILDING:** shall mean the G+4 storied building to be constructed in the Said Premises in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation consisting of self contained flats/apartments/units/car parking spaces capable of being held and/or transferred and/or used and enjoyed independently of each other. The said proposed building name will be PRATIMA HEIGHT.

2.8. **ARCHITECT:** shall mean such qualified person/s who may be appointed by the Developer for the purpose of undertaking the preparation of the Said Plan and causing the same to be sanctioned by the Kolkata Municipal Corporation and also for carrying out the supervision and management of the construction of the Said Building at the Said Premises.

2.9. **SPECIFICATIONS:** shall mean the specifications of the materials to be used in course of construction of the Said Building more fully described in the FOURTH SCHEDULE hereunder written.

2.10. **UNIT:** shall mean and include the flat or other constructed area in the Said Building, which is capable of being exclusively owned, used and/or enjoyed by any unit OWNER.

2.11. COMMON AREAS & FACILITIES: shall mean and include such common areas and installations in the building and the premises, after the development, like staircases, landings, passages, path ways, water pump and common electrical and plumbing installations as may be decided and/or provided by the Developer.

2.12. FORCE MAJEURE: shall include natural calamities, Act of God, flood, earthquake, riot, war, storm, tempest, civil commotion, civil war, air raid, strike, notice, injunction or prohibitory order from Corporation (not due to deviation from plan by the Developer) or any other statutory body or any court, government regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the project or any part of portion thereof, shortage of essential commodities in the market and/or any circumstances beyond the control of the Developer.

2.13. FLAT OWNER: shall according to its context, mean all persons who acquire and own different units in the Said Building including the OWNER.

2.14. PROPORTION: with all its cognate variations shall mean such ratio, the covered area of any unit or units be in relation to the covered areas of all the units in the Said Building.

2.15. *Word importing singular shall include plural and vice-versa, words importing masculine gender shall include feminine gender and neuter gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.*

3. DEVELOPMENT RIGHTS AND COMMENCEMENT:

This Agreement is effective from the date of execution of this Agreement (hereinafter called "the COMMENCEMENT DATE") and shall remain valid till such time all the flats are not sold and handed over to the purchasers of the OWNER and the Developer's *Allocation and/or earlier determination thereof.*

4. PERMISSION TO CONSTRUCT:

In consideration of the terms and conditions herein after provide and subject to the terms and condition as are herein contained the OWNER hereby grant exclusive right of Development of the Said Premises whereby and where under the Developer shall be entitled to and is hereby authorized and empowered to construct, erect and complete the Said Building in the Said Premises PROVIDED HOWEVER nothing herein contained shall be construed as delivery of possession in part performance of the contract within the meaning of Section 53A of the Transfer of Property Act and such transfer shall be effective only on conclusion of this Agreement stipulated herein.

5. PLAN AND LICENSE:

5.1. The Developer at his own costs shall cause the said map or plan to be sanctioned in the name of the OWNER and for the purpose of sanctioning of the Said Plan the Developer shall be entitled to obtain all necessary permissions approval and/or sanctions as may be necessary or be required from time to time. It is specifically agreed that the Developer will submit the building Plan to KMC within 60 days from the date of execution of these agreement and arrange to deposit fees for sanction of the plan to KMC within 15 days from the date of its demand.

5.2. The OWNER hereby agree to sign the Said map or plan and all other necessary papers as may be required from time to time to enable the Developer & will hand over all original Deeds and documents related to the First Schedule mentioned property to the Developer, for smooth construction of proposed building, like to obtain the sanction of the Said Plan and to obtain all necessary permissions and/or approvals and/or sanctions as may be necessary or to be required from time to time.

6. CONSTRUCTION

6.1 OWNER here by authorize and empower the Developer and the Developer hereby agrees and undertakes to construct erect and complete the said Building in accordance with the Said Plan to be sanctioned by the Kolkata Municipal Corporation with all internal and external services amenities fittings and fixtures etc.

6.2 It is hereby agreed by and between the parties hereto that the said building shall be constructed erected and complete in accordance with the specifications more fully and particularly described in the FORTH SCHEDULE hereunder written and as may be approved by the Architect.

6.3 It is also hereby agreed by and between the parties hereto that all problems relating Land Acquisition, amalgamation of two plots, acquisition of front portion of the schedule land, any other challenges relating to the development work at the First Schedule mentioned property will be handled by the Developer, for smooth construction of proposed building.

6.4 That It is also hereby agreed by and between the parties hereto that the Developer herein shall have ample power to mortgage/lien entire/part of the schedule mentioned property (to the extent of the Developer's Allocations only), before any Bank or Financial institute/NBFC for taking mortgage loan/financial support/assistance from the said Bank/Financial institute/ NBFC for smooth sailing of the proposed construction work, on behalf of us.

6.5 The entire cost of construction, erection, amenities in connection thereto and completion of the Said Building to be constructed in the Said Premises as specified in the FORTH SCHEDULE including the area falling to the share of the OWNER' allocation shall be borne by the Developer. Such costs shall include costs of all overheads regarding construction, price rise in the cost of materials used for construction, fees, and charges payable to the Kolkata Municipal Corporation, Architects and Engineers in respect of the construction, costs for the purpose of obtaining licenses. The OWNER however shall not be required and/or liable to contribute any amount in that account. The OWNER shall bear and pay the cost for installation of the electric meter, connections, security deposit for the meter proportionately in respect of the OWNER' Allocation and proportionate cost of the Generator and its accessories, if any, installed in the Said Building.

6.6 Unless prevented by any authority/s or any Government agency or by any order from any competent Court of Law and/or by any circumstances beyond the control of the Developer, the Developer shall complete the Said Building within 18 months from the date of obtaining the sanctioned building plan from the KMC and the Developer is receiving the aforesaid land in the basis of present scenario. If there are any encroachment or physical litigation the developer will clear up same at his own responsibility. The time stipulation in this regards shall be the essence of contract.

7. OWNER' ALLOCATION:

7.1 In consideration of the OWNER having agreed to permit the Developer to commercially exploit the Said Premises by constructing and erecting the Said Building in accordance with the building plan to be sanctioned by the KOLKATA MUNICIPAL CORPORATION with such modification or alterations as may be required or made by the Developer, subject to approval of KMC. It is distinctly agreed and understood by and between the parties herein at the very initial stage that the OWNER shall be allotted entire 1st and 3rd floor flats and 50% of the Ground floor from the North-East portion of the total constructed area of the proposed G+4 storied building as per the KMC sanctioned plan, and TOGETHER WITH the undivided proportionate impartible share and/or interest in the land comprised in the Said premises and right over the common areas, facilities, amenities, and the Said allocation is hereinafter called "the OWNER' ALLOCATION". If the KMC allows to construct further floor or floors in the said land the OWNER' allocation in that event shall include 50% of such extended area.

8. DEVELOPER'S ALLOCATION:

8.1. The Developer shall be exclusively entitled to the entire 2nd & 4th floor of the proposed G+4 storied building, in the Said Building after allotting the OWNER' Allocation and 50% of the Ground Floor from the South-East portion of the total constructed area of the proposed G+4 storied building as per the KMC sanctioned plan, that means 12.5 feet metal road facing (Which is the opp. Portion of the land of Mr. Natta), All Car Parking and Shops will be divided in this way as per terms and conditions mentioned herein.

TOGETHER WITH the proportionate undivided impartible share and/or interest in the land in the Said Building proportionate to the Developer's Allocation, as sanctioned by the KOLKATA MUNICIPAL CORPORATION as per building rules and regulation.

9. OWNER' OBLIGATION:

9.1. Simultaneously with the execution of this agreement, the OWNER' shall handover the original documents of title and other papers relating to the Said Premises to the Developer under accountable receipt, which will be returned to the Association of the flat OWNER after completion of the Said Building.

9.2. The OWNER shall execute and register a Development Power of Attorney in favour of the Developer in terms of this Agreement to execute, sale, transfer flats to the purchaser and to act all the necessary dealing with related authorities on behalf of the land OWNER and the said Power of Attorney shall continue to be remain in full force so long as this Agreement shall subsists and till such time all the flats/units are not handed over to the Purchaser/s of the Developer's allocation.

9.3. The OWNER shall sign and execute all necessary applications papers documents and to do all such acts deeds and things as the Developer may require in order to legally and effectually vest in the Developer or the Purchasers of the Developer's Allocation in the Said Premises and completing the construction erection and completion of the Said Building in accordance with the Sanctioned Building Plan.

9.5. The OWNER hereby undertake that they shall not cause any hindrance in the construction of the Said Building at the Said Premises and further undertakes not to take any action whereby and where under the smooth construction of the Said Building is disturbed unless the Developer creates anything detrimental to the development.

9.6. The OWNER shall enter into Agreement for Sale or transfer in respect of the OWNER' Allocation only as stated hereinbefore.

9.7. The OWNER shall not cancel or rescind this Agreement till such time the Said Building is completed in all respect and all the flats/units are handed over to the purchaser/s of the Developer's Allocation PROVIDED HOWEVER the Developer performs all his duties in terms of this Development Agreement.

9.8. The OWNER hereby undertakes that they shall be allotted entire 1st and 3rd floor flats and 50% of the Ground floor, North-East portion of the constructed area of the proposed building as per the sanctioned plan by KMC in the manner stated herein above.

10. DEVELOPER'S OBLIGATION:

10.1. The OWNER already put the Developer in symbolic possession of the Said Premises and the Developer shall have right to enter upon the Said Premises with OWNER' permission and do soil testing, survey of the Said Premises and all other preparatory works, as may be necessary for the preparation, submission obtaining sanction of the building plans at the costs and expenses of the Developer.

10.2. The Developer shall complete the construction of the Said Building or complete the OWNER' Allocation within a period of 18 months from the date of obtaining the building plan duly sanctioned by the KOLKATA MUNICIPAL CORPORATION and the Developer is receiving the aforesaid land in the basis of present scenario. If there are any encroachment or physical litigation the developer will clear up same at his own responsibility. However, due to force majeure or any other reasons beyond the control of the Developer, if the Developer fails to complete the Said Building within the stipulated period mentioned hereinabove and if it is found that the building is substantially completed within the period and some minor work is unfinished, in that event the OWNER shall extend the period up to further 6 (six) months for completion.

10.3. The Developer shall first handover the OWNER' Allocation to the OWNER complete in all respect including sanitary and other fittings as more fully described in the SECOND SCHEDULE hereunder written and thereafter shall be entitled to handover possession of the Developer's Allocation to the intending Purchaser/s of flats as per

agreement with the OWNER. The Developer shall use good quality materials, fixtures, and fittings for constructing the Said Building as prescribed by the Architect.

10.4. The Developer after handing over possession and registration of all the flats shall form an Association of all the flat OWNER and the OWNER shall render all co-operations in that respect.

10.5. At the time of execution of this Agreement NO Down payment will be paid by the Developer to the OWNER herein.

11. MISCELLANEOUS:

11.1. Any notice required to be given by the OWNER or the Developer shall without prejudice to any other mode of service available be deemed to have been served either on the OWNER or the Developer if delivered by hand and duly acknowledged or sent by prepaid Registered Post with acknowledgement due and be deemed to have been served on the OWNER or the Developer and shall be deemed to have been served on the Developer if sent to the Principal/Registered office of the Developer.

11.2. None of the parties hereto shall do any act, deed or thing whereby and where under the other parties are prevented from enjoying and/or dealing with their respective allocation in terms of this Development Agreement.

11.3. Both the parties hereby covenant with each other to do all such other lawful acts deeds or things as may be reasonably required by the either of the parties for the purpose of giving effect to and/or implementing this Development Agreement.

12. ARBITRATION & JURISDICTION:

12.1. All disputes and differences between the parties hereto of opinion regarding the construction and/or touching the affairs of construction and/or interpretation of any of the clauses of this Indenture shall be firstly decided by the parties hereto. If the same is not settled by them amicably the matter shall be referred to sole Arbitration and the

same shall be deemed to be reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modifications thereof. The said Arbitrator will decide the matter and give his award according to the provisions of Arbitration and Conciliation Act, 1996, which shall be *conclusive and binding upon the parties hereto*. If parties do not agree on the issue of Sole Arbitrator then the provisions of the Arbitration and Conciliation Act, 1996, shall be followed.

12.2. The Court of District Judge, 24-Paraganas (South), alone shall have the jurisdiction to entertain try and determine all actions, suits and *proceedings arising out* of these present between the parties hereto.

FIRST SCHEDULE
(SAID PREMISES)

ALL THAT piece or parcel of Bastu land measuring about 02 Cottahs 06 Chattaks, more or less, which is lying and situated under Mouza- Syedpur, Pargana- Magura, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 815, Motilal Gupta Road, Road Zone - (Rammohan Roy Road - Sodepur 1st Lane/Premises Located on Rd) (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-09-450, together with all easement rights therein.

TO THE NORTH	: Land of Santosh Kumar Datta.
TO THE SOUTH	: 12.5 feet Metal Road.
TO THE EAST	: Motilal Gupta Road.
TO THE WEST	: Land of R.S. Dag No. 136.