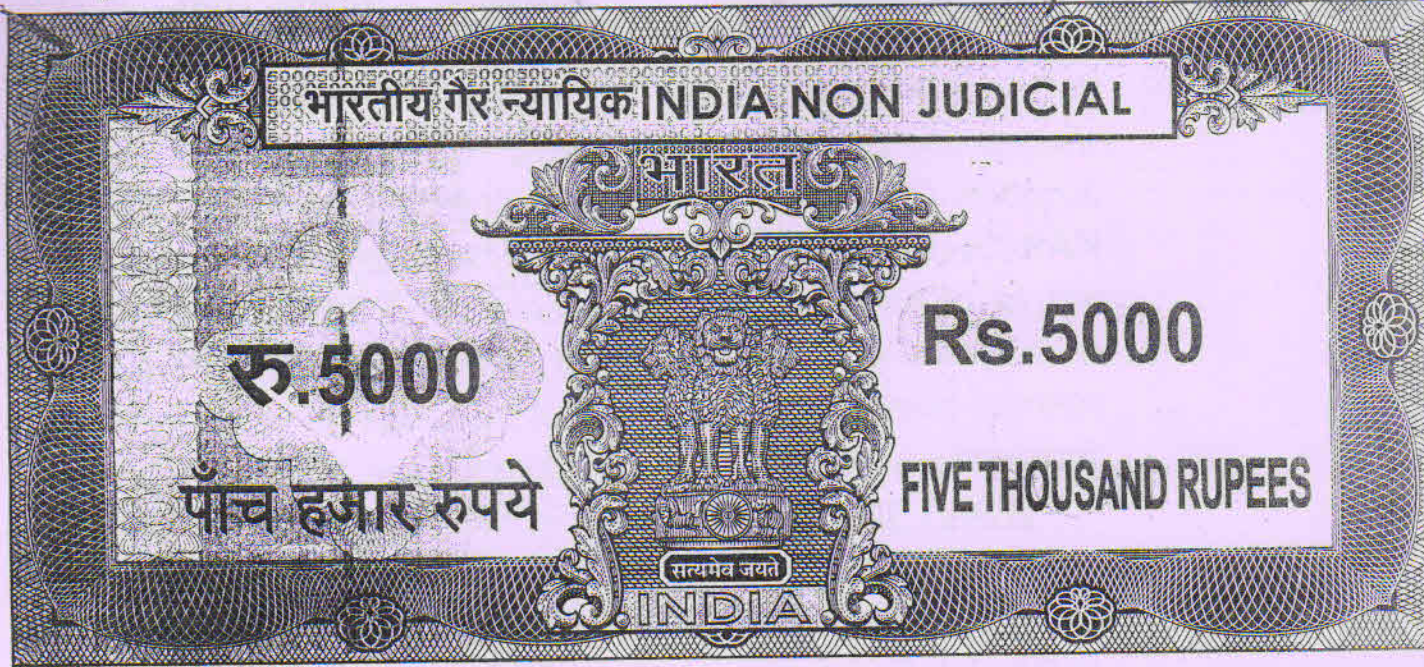


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provided that the document is
admitted to registration. The
signature sheet / sheets & the
endorsement sheet / sheets
attached with this document
are the part of this document.

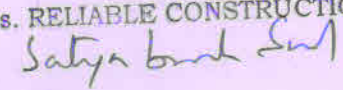
Additional District Sub-Registrar
Sodepur, North 24-Parganas
09 FEB 2018

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this the 9th
day of February, 2018 (Two Thousand and Eighteen) as per
CHRISTIAN ERA.

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Alokendu Bandyopadhyay
Advocate

M/s. RELIABLE CONSTRUCTION


Partner

(2)

BETWEEN

SRI SHANKAR DEB ROY, Son of Late Sarada Kumar Deb Roy, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110, **PAN AWLPD9471H** hereinafter called and referred to as the **"LAND OWNER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/or assigns) of the **ONE PART.**

AND

"M/S. RELIABLE CONSTRUCTION" a Partnership firm having its office at 7, B.T. Road, Swadeshimore, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114, having **PAN-AALFR2292N** hereby represented by its Partners:

(1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114,

(2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at: Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata - 700113,

(3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,

(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das, by Nationality - Indian, By Religion - Hindu, by Occupation - Business, residing at Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, hereinafter called and referred to as **PROMOTER/ DEVELOPER** (Which expression shall unless excluded by or

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(3)

repugnant to the context be deemed to mean and include its/ their respective heirs, executors, administrators, representatives & Successor-in-Office) of the **OTHER PART.**

WHEREAS the predecessor-in-title i.e. the beloved father of the land owner hereof namely Sri Sarada Kumar Deb Roy (Son of Late Binode Behari Deb Roy) as being the Refugee displaced from East Pakistan (now Bangladesh) has got and/ or obtained 5 Chittaks 33 Sq.ft. of land togetherwith all easements rights appertaining thereto, lying and situated at Mouza-Sodepur, J.L No. 8, comprised and contained in C.S. & R.S. Dag No - 290(P), under E.P. No. 60/A, S.P. No. 148/1, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, North 24 Parganas, within the local limits of Panihati Municipality, bearing Holding No. 110, 4 No. Desh Bandhu Nagar, under Ward No. 13, District - North 24 Parganas, by virtue of free hold gift from the Governor, through the Department of Refugee Relief and Rehabilitation of Govt. of West Bengal through a Registered Gift Deed being no. 708, duly registered on 30.07.1991 at the office of Additional District Registrar of North 24 Parganas, Barasat and also recorded in Book No. I, Volume No. 10, Pages from 129 to 132, being No. 708 for the year 1991.

AND WHEREAS the said Sarada Kumar Deb Roy while has been enjoying the actual physical possession of the said landed property he died intestate on 28.02.1992 leaving behind him his wife Smt. Dipali Deb Roy and one son namely Sri Shankar Deb Roy and one daughter namely Smt. Swapna Das (Deb Roy) (Wife of Sri Robin Das), as his surviving legal heirs and successors and the landed property as left by Sarada Kumar Deb Roy devolved upon the above named legal heirs as 1/3rd undivided share in each part as Class I legal heirs as per the law of Hindu succession Act. 1956.


Alokendu Bandyopadhyay
Advocate

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AND WHEREAS after the demise of Sarada Kumar Deb Roy said Smt. Dipali Deb Roy and Smt. Swapna Das (Deb Roy) gifted their undivided 2/3rd share in favour of the present land owner by executing a Deed of Gift, being no. 150108602, executed on 15.12.2017 and Registered on 18.12.2017 and the same was recorded in Book no. I, Volume No. 1501-2017, noted within the pages from 182009 to 182031, being no. 150108602, for the year 2017.

AND WHEREAS thus the Land Owner hereof became the absolute and lawful sole owner of a plot of "Bastu" land measuring more or less 5 Chittaks 33 Sq.ft of land togetherwith a residential structure standing thereon togetherwith all easements rights appertaining thereto.

AND WHEREAS with a view to fulfil his desire by making construction of a Multi Storeyed Building (G+4) over the said plot of land mentioned in the Schedule hereunder written by amalgamating his plot of land with the other contiguous plots, the Land Owner of the First Part approached the Developer Firm of the Second Part to construct a Multi Storeyed Building consisting of several residential flats, shops and garages etc. as per plan to be sanctioned by the Panihati Municipality at the cost, expenses and charges of the Developer and the Developer hereto agreed.

AND WHEREAS the Owner herein hereby agree to authorise the Developer to construct the multistoried building with Lift facility in the under mentioned schedule of property, morefully and particularly described in the schedule hereinbelow according to the building plan to be approved and sanctioned by the Panihati Municipality and as per specification with floor, plans, elevation, sections, made in compliance with the Statutory requirements in the said plot


Alokendu Bandyopadhyay
Advocate

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of land at the cost of the developer on the terms and conditions stipulated hereunder:-

**NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BETWEEN THE PARTIES AS
FOLLOWS:**

ARTICLE-I

DEFINITION

1. OWNER:

SRI SHANKAR DEB ROY, Son of Late Sarada Kumar Deb Roy, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4no. Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist- North 24 Parganas, Kolkata-700110.

2. DEVELOPER:

"M/S. RELIABLE CONSTRUCTION" a Partnership firm having its office at 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114 hereby represented by its Partners :

(1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114,

(2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Gouranga Nagar, P.O. Natagarh, P.S. Gholia, Dist. North 24 Parganas, Kolkata - 700113,

(3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality - Indian, by Religion - Hindu, by occupation-Business, residing at 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,

(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das by Nationality - Indian, By Religion - Hindu, by Occupation - Business residing at Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115.


Alokendu Bandyopadhyay
Advocate

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3. LAND : The land described in the schedule hereunder written.

4. BUILDING : Means multistoried building with lift facility to be constructed on the schedule property in accordance with the plan to be sanctioned by the Panihati Municipality in the name of the owner at the cost of the developer.

5. ARCHITECT : Shall mean person or firm appointed or nominated by the Developer/Promoter for construction of the proposed building.

6. BUILDING PLAN : Plan to be sanctioned by the Panihati Municipality.

7. TRANSFER: Arising as grammatical variant or shall include a transfer by possession and by any other means adopted for affecting what is understood as a transfer or space/flat in multistoried building to the intending purchaser and/or purchasers thereof although the same amounts as transfer in hand.

8. TRANSFEREE: Shall mean a person to whom any space/flat in the building will be transferred by a Deed of Conveyance for a valuable consideration by the Owner or the respective space/flat of the said building and/or otherwise.

9. TIME : Shall mean the construction to be completed within **24 months** from the date of sanctioning of plan by the Municipal authority or hand over the possession of the subject landed property in favour of the Developer Firm for construction which ever is later. The time the essence of contract.

10. COMMENCEMENT : This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

ARTICLE-II

COMMENCEMENT AND FIELD OF THIS AGREEMENT

(A) This Agreement shall come into effect automatically and immediately on Execution of these presents by and between the Parties hereto.


Alokendu Bandyopadhyay
Advocate

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(B) Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of Registered of Deed or Deeds of conveyance or Transfer by the Land Owner in favour of the Developer or its nominee/nominees in terms of the Agreement in respect of flat portion in the proposed building togetherwith undivided right, title and interest in the land of the said premises.

ARTICLE-III

LAND OWNER'S REPRESENTATION

- (a)** The Land owner is absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
- (b)** None other than a Land owner has any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
- (c)** That the said property is free from all encumbrances, charges, liens, lispence, attachments, acquisition, requisition whatsoever or howsoever.
- (d)** That the Developer i.e. the Other Part hereto being satisfied with the right, title and interest and possession of the Party of the One Part as mentioned in the Schedule hereunder, has agreed to do the proposed development of the said holding in terms and conditions as contained herein above.
- (e)** That the said property is not subject to any suit or legal proceeding in any court of law.

ARTICLE-IV

LAND OWNER'S RIGHT AND OBLIGATIONS AND REPRESENTATIONS

- (i)** The Land owner became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, lispence, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.
- (ii)** The Land owner has absolute right and authority to develop the said plot of land.


Alokendu Bandyopadhyay
Advocate

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ARTICLE-V**DEVELOPER'S RIGHT AND RESPONSIBILITIES:**

The scope of work envisaged to be done by the Developer hereunder shall include:

- (i) Construction of the new Building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential use. The Developer's responsibility shall include co-ordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.
- (ii) The Developer will have every right to demolish the existing building on the land stated in the Schedule hereunder and whatsoever the materials of the said building subject to be demolished shall be disposed of by the Developer and the sale proceeds thereon shall absolutely be credited to the Developer's account and no claim thereon on the part of the Land Owner's shall be entertained in any case.
- (iii) All outgoings including other rates, taxes duties and other impositions by the Panihati Municipality or other any competent, authority in respect of the said property upto the date of this agreement shall be paid by the Land Owner.
- (iv) All funds and/or finance to be required for completion of the entire project shall be invested by the Developer.
- (v) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats of the proposed building/buildings which completely includes as Developer's areas/portions in the proposed building at the said premises and/or of all or any portion/portions thereof, which will include common area and facilities togetherwith the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owner or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said

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Alokendu Bandyopadhyay

Advocate

(9)

premises subject to the fulfillment of all obligation of the Developer towards to Land Owner. The Developer will complete the construction of the building with the standard materials as would be available in the market.

(vi) The Developer will be entitled to prepare Plan and modify or alter the Plan subject to the approval of the Land Owner and to submit the same to the concerned authority in the name of the owner at its own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owner from the concerning authority/s.

(vii) The Developer hereby undertakes to indemnify and keep indemnified the Land owner from and against any and all actions, charges, claims any third party arising out of due to the negligence of noncompliance of any law, byelaw, rules and regulations of the Panihati Municipality and other Govt, or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.

(viii) The Developer will complete the construction within **24 months** from the date of sanctioning of plan by the Municipal authority or hand over the possession of the subject landed property in favour of the Developer Firm for construction which ever is later. For this purpose Developer must take all necessary steps. However, in any case if the Developer fails to complete the said construction work within a period of within **24 months** from the date of sanctioning of plan by the Municipal authority or hand over the possession of the subject landed property in favour of the Developer Firm for construction which ever is later barring unforeseen circumstances. The time is the essence of the contract.


Alokendu Bandyopadhyay
Advocate

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(ix) The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the Owner indemnified.

(x) The Developer shall obtain all necessary "No-Objection" Certificate and procure "Completion Certificate" from all statutory authorities such as Municipality and others.

(xi) The grade of concrete to be used will conform to ISI-M20.

ARTICLE-VI

CONSIDERATION

In consideration of the Owner having granted the Developer and exclusive consent to develop the said property the Owner shall be entitled to get as Owner's Allocation into the new proposed building by using its land in commercial purpose and such area shall be allotted in the new building and distributed in the following manner:-

The Owner is entitled to get a self contained residential flat measuring an area of **400 sq.ft. covered area**, on the **Ground Floor, North-East Facing** (Back side of the building) **& a Covered Garrage** (with grill gate and inside lime wash) having an area of **80 Sq.Ft.** Covered area on the **Ground Floor (North-East Facing)** of the proposed multistoried building so to be constructed by the Developer firm.

Be it mentioned hereto that after receiving the possession of owner's allocation as mentioned herein above the Owner herein shall have no future claim or demand in respect of his allocation from the Developer.

ARTICLE-VII

PROCEDURE

1. The Land Owner shall execute a Power of Attorney for Development as may be required for the purpose of obtaining sanction of the Plan all necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing and following up


Alokendu Bandyopadhyay

Advocate

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the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective buyers to enter into agreement for sale to receive consideration money for the Developer's allocated area only. During continuation of this agreement the Owner shall not in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfillment of the Developer's obligation as per the instant agreement. The Developer in no circumstances is entitled to mortgage the schedule mentioned property with any bank or financial institution.

2. The Land Owner shall help to obtain mutation of the property in the name of the developer and/or its nominee or nominees and/or favour of the future flat Owner after the completion of the construction and after transfer or sale of all the flats to the said future Owner hereof.
3. The Land owner shall handover physical possession of the land with the existing structure to the developer and/or his representatives within 7 Days after execution of this Development Agreement to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.
4. The Developer shall provide copies of all Plans, Layouts, Designs, elevations and such others to the Owner free of cost.
5. The owner shall pay and bear the municipal taxes, maintenance charges and other duties as outgoings proportionately in respect of the Owner allocated flats as may be determined by the association or society to be formed after taking physical possession of his respective flats from the developer. It is agreed that on and from handing over possession of the said land for construction

(lokendu Bandyopadhyay)

Advocate

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of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation or apportionment of the flats, in question among all consumers or purchasers.

ARTICLE - VIII

CONSTRUCTION

The Land Owner or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfillment of all obligations by the Developer as per this agreement.

ARTICLE-IX

POSSESSION

Immediately on execution of these presents the Owner shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the Owner or any person or persons claiming under him. The delivery of possession must be in writing and should be signed both the Owner and the Developer.

ARTICLE-X

BUILDING

(a) The Developer will at its own cost and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within **24 months** from the date of sanctioning of plan by the Municipal authority or handover the possession of the subject


Alokendu Bandyopadhyay
Advocate

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landed property in favour of the Developer Firm for construction which ever is later.

(b) The Developer will install and erect in the said Building at his own costs, pumps, water storage over head reservoirs, electrification, permanent electric connection from the WBSEDCL/CESC and until permanent electric connections is obtained, save and except the Security Deposit and service charges for installation on new connection by WBSEDCL/CESC in the said Building.

(c) The Developer shall at its own costs and expenses and without creating any financial or other liability on the Owner construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developers during the period of construction subject to the sanction of the appropriate authorities after obtaining approval of the land Owner.

(d) All costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land Owner shall have no liability whatsoever in this context.

ARTICLE-XI

RATES AND TAXES

- (i) The Developer hereby undertakes and agrees to pay the municipal tax, water and all other taxes as being paid by the Land Owner under this agreement till the Development of the property from the date of taking over the possession.
- (ii) On completion of the Building and subsequent delivery of possession thereof the parties hereto and/or his respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.


Alokendu Bandyopadhyay
Advocate

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ARTICLE-XII

SERVICE AND CHARGES

(a) On completion of the Building and after possession of his respective allocated areas in the building, the Developer and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.

(b) The Service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other equipment for common use maintenance and general management of the building.

(c) The Developer in consultation with the Land Owner and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management, administration maintenance and other schemes and as well Association of Land Owner of the respective flats as and when formed.

ARTICLE-XIII

COMMON RESTRICTIONS

(a) The transferees and occupiers shall, in any event, not use the allotted area as godown and shall not store inflammable or combustible articles/materials, such as bike skin and kerosene, diesel oil etc. which may cause fire hazard to the said building.

(b) None of the transferees and occupiers shall demolish or permit demolition of any of the main structure in his allocated portion or any part thereof.

(c) Subject to the Developer fulfilling its obligation and commitments as specified herein the time the Owner shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.



Alokendu Bandyopadhyay

Advocate

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ARTICLE-XIV**LEGAL COMPLIANCE**

(i) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.

(ii) The Owner shall be bound to sign and execute such agreement, deeds, documents, papers, writings and forms as may be required by the Developer to be executed in favour of all intending and/or actual transferees in respect of Developer's share and claim of the said building in full as aforesaid togetherwith proportionate undivided share or right in the land and to register the same whenever necessary.

ARTICLE-XV**OWNER' INDEMNITY**

The Owner hereby undertake to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land Owner.

ARTICLE-XVI**TITLE DEEDS**

The Land Owner shall hand over all original documents and the title deed/deeds alongwith other related paper to the landed property such as Municipal Tax Receipts, Parcha, Khajna, Dakhila etc. to the Developer Firm in exchange of proper acknowledgement receipts and such documents will be kept with the Developer until completion of the proposed multi storied building. After completion of the covetated building the Developer Firm hereby undertake to hand over the said original documents to the Owner with proper receipts.



Alokendu Bandyopadhyay

Advocate

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