02645/21 -2613/21

(1)

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL G 499863 G 499863

Q-132/710/21

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.

District Sub-Registrar
Alipore, South 24 Parganas

07 AUG 2021

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT made on this the 7th day of August Two Thousand and Twenty one

BETWEEN

AMITAVA BASU (PAN No. ADYPB2729A) son of Late Niraj Mohon Basu, resident of 12C Gurupada Halder Road, Kolkata 700026, P.S. Kalighat, Kolkata 700026 referred to as "**OWNER/FIRST PART**" which unless excluded by or repugnant to the context be deemed to mean and include his heirs , executors, administrators, representatatives and assigns) of the **" ONE PART.**

AND

BOSE DEVELOPER (PAN No. ALCPB2684A) a construction and development concern having its office at 49/1 Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026 represented by its sole Proprietor namely **GOPA BOSE** (PAN No. ALCPB2684A) wife of Prasanta Bose, by faith Hindu, by occupation Business, by Nationality Indian, residing at 49/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, hereinafter called and referred to as **" DEVELOPER/SECOND PART"** which unless excluded by or repugnant to the context be deemed to mean and include her heirs , executors, administrators, legal representatives and assigns) of the **" OTHER PART ".**

WHEREAS by an Indenture of Conveyance bearing dated 14th March 1947 made and executed by one Annapurna Devi and Charu Chandra Chattopadhyay collectively sold, transferred, granted, assured, assigned and conveyed revenue paying land containing by measurement 2(two) cottahs 12 (twelve) Chittaks be the same little more or less identified as Scheme Plot No. lot -A lying and situated at Mauza – Kalighat, Collectorate Tauzi No.1298/3333, Dihi Panchanna Gram, Grand Division 6, Sub-division E appertaining to old Holding No. 54 Municipal Corporation, Premises No. 12, Halder Para Road, under Police Station Bhowanipur, now Police Station Kalighat ,District 24 parganas unto and jointly in favor of Lalit Mohan Basu, Saroj Mohan Basu and Niroj Mohan Basu, all son of Late Pulimn Behari Basu described as the Purchaser for the consideration mentioned in the said deed of Conveyance and the same had been duly registered at the office of the Joint Sub-Registrar of Alipore at Behala and had been kept recorded in Book No. 1 ,

Volume No. 8, Pages 61 to 68, Being No. 412 for the year 1947.

AND WHEREAS while thus the aforesaid Lalit Mohan Basu, SRI Saroj Mohan Basu and Niroj Mohan Basu, all son of Late Pulin Behari Basu jointly seized and possessed of and otherwise well and sufficiently entitled to the said property specifically and particularly described herein above one of the said owners namely Saroj Mohan Basu died intestate as a bachelor on the day of 10th October 1948 leaving behind him other two brothers namely Lalit Mohan Basu and Niraj Mohan Basu, both son of Late Pulin Behari Basu, as the only legal heirs to inherit his undivided estate jointly having undivided equal shares therein.

AND WHEREAS while thus the aforesaid Lalit Mohan Basu, Saroj Mohan Basu and Niraj Mohan Basu, both sons of Late Pulin Behari Basu jointly seized and possessed of and otherwise well and sufficiently entitled to the said property specifically and particularly described herein above constructed a three storied brick built building with R.C.C. roof out of their own accord.

AND WHEREAS while thus the aforesaid Lalit Mohan Basu, Saroj Mohan Basu and Niraj Mohan Basu, both son of Lata Pulin Behari Basu jointly seized and possessed of and otherwise well and sufficiently entitled to the said property together with a brick built building with R.C.C. roof specifically and particularly described hereinabove one of the owners namely Lalit Mohan Basu died intestate on 3rd day of January 1956 leaving behind him his wife namely Smt. Usha Rani Bosu and his only son namely Abhijity Bosu as the legal heirs to inherit his estate jointly with equal share.

AND WHEREAS while thus the aforesaid Niraj Mohan Basu, son of Late Pulin Behari Basu, along with the legal heirs of the deceased Lalit Mohaqn Basu namely Smt. Usha Rani Basu wife of Late Lalit Mohan Basu and Abihit Basu, son of Late Lalit Mohan Basu herein jointly seized and possessed of and otherwise well and sufficiently entitled to the said property together with a brick built building with R.C.C. roof specifically and particularly described hereinabove recorded their names in the register of the local Municipal Corporation authority and the said premises being known and identified as 12, Haldar Para Road and thus made and executed an amicable deed of Partition on 26th May 1967 between Niraj Mohan Basu, son of Lata Pulin Behari Basu to as **ONE PART** as the legal heirs of the deceased Lalit Mohaqn Basu namely Usha Rani Basu, wife of Late Lalit Mohan Basu

and Abhijit Basu, son of Late Lalit Mohan Basu , collectively therein referred to as the OTHER PART and same has been registered in the offi ce of the Sub-Register at Alipore and recorded into Book No.1, Volume No. 23, Pages 259 to 264, Being No. 4470 for the year 1967.

AND WHEREAS by virtue of the aforementioned registered Deed of Partition and said Niraj Mohan Basu are allotted the eastern side portion of land of the said property measuring about 1(one) Cottah 9 (nine) Chittacks 7 (seven) square feet be the same little more or less together with structure standing thereon being portion of Premises No. 12, Haldar Para Road, and Usha Rani Basu and Abihit Basu herein jointly allotted the western side portion of the land of the said property measuring 1(one) Cottah 9 (nine) Chittacks 7 (seven) square feet be the same little more or less together with structure standing thereon absolutely and forever.

AND WHEREAS one Niraj Mohan Basu, died intestate on 12.08.1992 leaving behind his one son and one daughter namely Sri Amitava Basu and Smt. Krishna Ray, as his legal heirs and successors to inherit his aforesaid property together with old and dilapidated three storied building by way of inheritance according to Hindu Succession Act, 1956.

AND WHEREAS in consideration of the natural love and affection Smt. Krishna Ray has freely and willingly accorded and decided without being influenced from any person or persons desirous of making absolute and unconditional free gift of her undivided half share of BASTU land measuring more or less 12 Chittaks 26 sq. ft. together with undivided half share of super built up area more or less 200 sq. ft. in each floor ie. Total measuring super built up area more or less 600 sq.ft. out of total bastu land measuring more or less 1 Cottah 9 Chittaks 7 sq. ft. together with old and dilapidated three storied building standing thereon measuring super built up area more or less 400 sq. ft. in each floor ie total measuring super built up area more or less 1200 sq.ft. lying and situated at Mouza- Kalighat P.S. Bhowanipur now Kalighat, Touzi No. 1298/2833, Dihi Panchanna gram, Grand Division-6, Sub Division-E, withinthe limits of the Kolkata Municipal Corporation under Ward No. 83, being Premises No.12C, Gurupada Halder Road, Kolkata 700026, having its Assessee No. 11-083-10-0090-9, under the jurisdiction of A.D.S.R.Alipore, in the District south 24 – Parganas.

AND WHEREAS thus said Sri Amitava Basu and Smt. Krishna Ray became the owners of undivided ½ share of the afore said property and by the virtue of the Gift Deed which was registered at Alipore, South 24, Parganas, recorded in Book No. I, Volume No. 1630 of 2021, Page No. 26083 to 26107, Being No. 163000726 for the year of 2021 said Kruishna Basu therein mentioned as the Donor and Amitava Basu as the Donee of undivided ½ share.

AND WHEREAS thereafter the said property has been mutated in the name of the said Amitava Basu as the absolute owner and after mutation the said property has been known and renumbered as Premises No. 12C Gurupada Halder Road, P.S. Kalighat, Kolkata – 700026, having its Assessee No. 11-083-10-0090-9 herein after called to as the said Premises.

AND WHEREAS the owner/first part herein with a view to exploit the said land and structure in profitable manner made a proposal to the Developer for formulating a scheme for development of the said HOLDING described in the SCHEDULE A herein under written and construct a multi storied residential building consisting several self contained ownership flats, and after demolishing the existing old structures thereon and after careful consideration of the owners and the developers have become satisfy about the benefits and advantages arising out of the said construction the developer has agreed to construct the said new building on the said premises of the owners in pursuance of this agreement on certain terms and conditions mentioned hereunder.

ARTICLE-1 DEFINITION

A. **IN THIS AGREEMENT** unless it be contrary or repugnant to the subject or context the words and expression shall mean:

1. **Owner shall mean:**_the owner namely Sri Amitabha Basu and his legal heirs, executors, administrators, administrators, legal representatives and / or assigns.
2. **Developer shall mean:**_the developer above named BOSE BUILDER having office at 49/1 Gurupada Halder Road, Kolkata 700026.
3. **SAID PREMISES:** shall mean the premises ie all that premises no. 12C, 12C Gurupada Halder Road, Kolkata-700026, within the local limits of K.M.C. being Ward No. 83 under the jurisdiction of Kalighat P.S. under ADSR and DSR 1 at Alipore measuring 1 Cottah 9 Chittaks 7

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sq. ft. together with structure and other which is morefully and particularly described as SCHEDULE A in the district of south 24 Parganas.

4. **THE PROPOSED BUILDING** shall mean the building proposed to be constructed at the said premises of the Owner/First part of the concerning Authority of the said jurisdiction.

5. **DEVELOPERS ALLOCATION:** Shall mean remaining portion of the said proposed newly constructed building after delivering the owners allocation of 3rd floor and the 4th floor to the two owners Dr. Ananda Chanda and Sri Amitabha Basu for the jointly Amalgamation of the both property for the signal Premises in respectively and the proportionate common spaces.

6. **PROVISION :** Shall mean that the owners of the said premises namely Sri Amitava Basu hereby give his consent to construct a good looking building therein.

7. **ARCHITECT/LICENSED BUILDING SURVEYOR:** shall mean any such qualified architect or architects/building surveyor as may be appointed/nominated by the developer from time to time for the project at the said premises.

8. ***TIME:*** The building shall be constructed and to be completed within 24 months + 6 months extension(race period) from the date of obtaining sanctioned building plan from the Kolkata Municipal Corporation of the said land and premises subject to any delay due to force majure.

9. ***FORCE MAJEURE:*** shall mean and include an event preventing either party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions

for reasons outside the control of either Party) or any relevant Government or Court orders.

10. ***TRANSFER:*** with its grammatical variation shall include transfer by a possession and by any other means adopted for effecting what is understood as a transferred of space in the newly constructed building to the intending purchaser(s) thereof.

11. ***TRANSFEREE:*** Shall mean a person, persons firm, association to whom can space in the said newly proposed building at the said newly proposed building at the said premises to be transferred by virtue of these presents.

12. ***THE OWNWERS ALLOCATION OF THE PROPOSED BUIDING***: shall mean and include **ALL THAT** piece and parcel of one self contained 3 BHK flat on the entire 4th floor calculated as super built up together with undivided proportionate share of land of the proposed G+4 building at the said scheduled land with a car parking space will be allocated proportionately along with a monetary benefit of Rs 400000/=(Rupees four Lakhs) only And that the owner shall be paid a suitable shifting charge for temporary accommodation.

13. ***THE DEVELOPERS ALLOCATION***: of the proposed building shall mean and include the rest of the remaining portion (after delivery of owners allocation) from total F.A.R. of the said proposed building plan to be sanctioned by the concerning authority of Kolkata Municipal Corporation The building as per proposed plan is to have Ground plus 4 stories. 3rd and 4th floors are to be given to the two owners Ananda Chanda and Amitabha Basu respectively , and the 1st and 2nd floors are to be the developers share. This also includes 1/4th common space to each owners and the rest belongs to the developer.

14. ***COMMON PORTION***: shall mean and include roof terrace passage corridors, staircase, common lavatories, pump room, over head tank, water and other facilities which will be provided by the Developer which have been set out in the Schedule Premises hereunder written and the area required for establishment, location, enjoyment provisions and / or management of the building.

15. ***SALABLE SPACE:*** shall mean and include the space of the developers allocation in the newly proposed building which is available for independent use and occupation after making due provisions for common

facilities and the space required therefore. The building as per proposed plan is to have Ground plus 4 stories. 3rd and 4th floors are to be given to the two owners Ananda Chanda and Sri Amitabha Basu respectively, and the 1st and 2nd floors are to be the developers share. This also includes 1/4th common space to each owners and the rest belongs to the developer.

COMMENCEMEN

The agreement shall be inforce from the date of signing this agreement and shall remain in force for a period of 24 months plus grace period from the date of obtaining sanctioned building plan by the owners to the Developer but time may be extended in case of the force majure. Time in respect shall be the essence of contact.

This agreement shall cease to operate earlier than the aforesaid period in the event of complete transfer of all the allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be proceeded by construction and delivery of possession of the owners allocations.

THE OWNERS RIGHT & REPRESENTATION:-

A. That the owner is/are the full and absolute joint owners of the said Premises free from all encumbrances as free simple in possession.
B. Save and except as herein before mentioned, the said premises is free from all encumbrances and the owners have a marketable title in respect of the said premises.
C. The owner shall deliver or hand over all original documents relating to the said property which are in possession and control of the owner at the time of execution of these presents to the developer herein and the Developer shall return the said documents after completion of building and after transferring possessions to the owner and also after registering of documents registering of documents in favour of intending purchaser/purchasers.
D. The developer will share and discuss the proposed building plan with the owners for a better suggestion and planning.

THE DEVELOPERS RIGHT & REPRESENTATION:

a. That the owners hereby grant subject to what has been herein under provided exclusive right to the developer to develop and construct building at the said premises with or without any amendment and /or modification. If there

is any violation, Developer will be responsiblé and the owners will not be liable to the Kolkata Municipal Corporation or any other authority for work of construction by the developer.

b. All application and other documents as may be required by the developer shall be prepared and submitted by the developer on behalf of the owner at the cost and expenses of the developer and the owner shall sign and execute all such papers and documents as and when necessary and the developer shall pay and bear all costs charges and expenses for the development of the said premises and the owner shall have no responsibility to bear any cost whatsoever.

c. That except the owner's allocation or owners allotted portion in the said premises, the developer has full right to execute any agreement for sale, transfer and convey from the Developers Allocation to his/her choice.

d. The developer shall be at liberty to enter into any agreement to sell their allotted portion in the said building to be constructed except the owners allocation as defined hereinabove and to give possession to nthe Purchaser/Purchasers and to enter into any agreement with them or execute conveyances in accordance with the statutory provisions applicable to such building in consultation/ informed consent of the owners.

DEVELOPERS OBLIGATIONS:

A) The Developer shall use and cause to be used such standard building materials as shall be specified by the licensed building surveyor of the building provided however proportion and quality of such materials shall confirm to the specification as herein stated below.

B) The building shall be created , constructed and completed by the developer shall consist of the specification provided in schedule of specification hereunder written and all flats as well as common areas and facilities shall consist of and be provided with materials, fixture, fitting and facilities. Under no circumstances the Developer shall be entitled to claim or demand any payment of whatsoever nature from the owner in respect of erection, construction and completion of the said Owners allocated portion, complete in all respect.

C) All costs charges, fees, taxes and expenses of whatsoever nature called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect including temporary and residential

connection of water , sewerage, electricity and other amenities for the building shall be paid and borne by the Developer and the Owners have no responsibility and/or liability towards payment of any dues , liabilities , cost charges and expenses of whatsoever nature relating to and / or arising there from any manner whatsoever.

D) The developer shall be responsible and liable for payment and/or meeting all costs , charges ,fees and expenses of the said building materials, all permission and other requirements for erections, constructions and completion of the building in totality. Under no circumstances the Owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other person or otherwise for erections, construction and completion of the said proposed new building or any part thereof or any other amount or account or for any other acts ,deeds, obligations and things by whatever name called that may be done executed or performed by the developer. The Developer shall at own costs and expenses cause to be required for supply of standard materials so as to ensure the progress of erection, construction and ultimate completion of building within the time frame specified herein.

E) While dealing with and/or entering into any agreement and/or dealing with commitment relating to the Developers Allocation (as defined hereinafter) or any part thereof, the developer shall fully comply with observe, fulfill and perform the requirement under the law and while incorporation and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter , the owners shall not be responsible or liable for any commitments that may be made by the developer.

OWNERS OBLIGATION:

a) That the owners hereby grant subject to what has been herein under provided exclusive right to the developer to develop and construct building at the said premises with or without amendment and /or modification. If there is any violation, Developer will be responsible and the owners will not be liable to the Kolkata Municipal Corporation or any other authority for work of construction by the developer.

b) All application and other documents as may be required by the developer shall be prepared shall be prepared and submitted by the developer on behalf of the owner at the

cost and expenses of the developer and the owner shall sign and execute all such papers and documents as and when necessary and the developer shall pay and bear all costs charges and expenses for the development of the said premises and the owner shall have no responsibility to bear any cost whatsoever.

c) That except the owners allocation or owners allotted portion in the said premises, the developer has full right to execute any agreement for sale, transfer and convey from the Developers Allocation to his/her choice.

The developer shall be at liberty to enter into any agreement to sell their allotted portion in the said building to be constructed except the owners allocation as defined hereinabove and to give possession to the Purchaser/Purchasers and to enter into any agreement with them or execute conveyances in accordance with the statutory provisions applicable to such building.

CONSIDERATION:

1. The Land upon which the said building shall be erected and constructed and the apartment thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible ,indefeasible and undivided whereas the owner/s shall be at liberty to deal with their allocated portions together with the undivided proportionate share or interest in the land as well as the common areas and facilities. The Developer shall similarly be entitled to deal with his allocated portion together with the undivided proportionate share or part of the said land as well as common areas and facilities in accordance with law.
2. The format of Draft indenture of Conveyance that may be required to be executed and registered by the said Owner/s unto and in favour of the Purchaser(s) in respect of the Developers allocation shall be prepared by the developer and the owners shall only execute indenture of conveyance(s) in respect of undivided proportionate share of land underneath attributable to the developer s allocated portion unto and in favour of the Purchaser(s) subject to the terms and conditions provided herein.
3. Subject to the above conditions contained herein the developer shall be entitled to enter into any agreement relating to his allocated portions or any part thereof on such terms and conditions and stipulations as he may deed fit and the owner /owners shall execute indenture

in respect of undivided proportionate share of land attributable to the Developers allocation unto and in favour of the Purchaser(s), all costs charges and expenses of the required value of stamp duty, registration costs, or incidental thereto shall be borne by the purchaser(s).

MISCELLANEOUS :

1) **THIS** Agreement shall always be treated as an agreement by and between Principle to the Owner/s and the Developer have entered into the Agreement purely as a contract and nothing contained herein shall be deemed to construe or constitute as partnership between the owner(s) and the Developer or an Association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the developer by the Owners or as creating any right title or interest in respect thereof in favour of the developer other than an exclusive permission and right in favour of the developer to develop the same object to the terms and conditions of these presents.
2) All the old building materials or debris as comes out of the said demolition of the existing structure shall go to the custody of the developer and developer shall have every right to use the same at his own choice and discretion.

JURISDICTION:

THE HIGH COURT OF CALCUTTA and its subordinate courts of south 24 parganas at Alipore shall have the actual Jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the Parties hereto.

FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT premises No. 12C,Gurupada Halder Road, Kolkata 700026, within the local limits of K.M.C. being Ward No. 83 under jurisdiction of Kalighat Police Station, under District Registrar Alipore measuring 1 Cottah 9 Chittaks 7 sq. ft. together with the old dilapidate 53 years three storied building each floor 400sq.ft. total 1200sq.ft. more or less standing thereon which is lyong and situated at Premisrs 12B, Gurupada Halder Road, Kolkata 700026, having its assesse No. 11-083-10-0028-4

And the property is butted and bounded by as follows:

The North : Premises No. 20/1 , now Gurupada Halder Road,
The East : 12/1, now Gurupada Halder Road,
The South: Halder Para Road now Gurupada Halder Road
The West : Premises No. 12B, Halder para road now Gurupada Halder Road,

SECOND SCHEDULE ABOVE REFERRED TO
(Owners Allocation)

ALL THAT piece and parcel of one self contained 3/4 Bed rooms flat in the entire 4th floor calculate as sq. ft. Super built up area together with undivided proportionate share of land of the proposed G+4 building at the said scheduled land will be allocated share proportionately.

THIRD SCHEDULE ABOVE REFERRED TO
(Developers Allocation)

ALL THAT the newly constructed area except owner allocation mentioned Second Schedule herein after remaining portion out of total FA.R. Together with proportionate share of land of the said Premise of the Owners and other facilities and amenities of the proposed building to be constructed at the said premises described in First Schedule herein above.

FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON PORTION)

1. Common parts, passages and main entrances to the Premises and the building.
2. Common Durwans living area (if any).
3. Common boundary walls and main gates.
4. Drainage and sewerage and all pipes and other installed for the same (expept only those as are installed within the exclusive area of any unit and/or exclusively for its use)
5. Electrical installations and its room and/or meter room (if any) transformer and electrical wiring and other fittings (excluding only those are installed within the exclusive area of any unit and/or exclusively for its use).
6. Staircase, Staircase landing and/or mid landings on all floors in the building.
7. Lobbies on all floors of the building(if permitted)

8. Water pump, water pump room, water reservoir, water tank and all common plumbing installation for carriages of water.
9. Such other common parts, areas, equipments, installations, fittings, fixtures of premises and the building as are necessary for passage to and/or user of the units in common by co-owners but expressly excluding the and the parapet walls of the building as may be demarcated by the Developer/Confirming Party herein from time to time if any of the open land of the premises from exclusive use of any owners or occupier.

FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

1. ALL costs of maintenance, operation, replacing, repairing, painting, lighting the common portion in the building including their common outer walls and stair case and landing.
2. The salary/wages of all persons employed for the common purposes including Durwans, security, sweeper, plumber, electrician etc.
3. All charges and deposit for supplies of common utilities to the co-owner in common.
4. Corporation tax , water tax and other levies in respect of the premises and the building have those separately assessed.
5. Costs of formation and operation of the association.
6. Costs of running maintenance, repair and replacement of pumps/motor and other common installations.
7. Electricity charges for the electrical energy consumed for the operation of the common services.
8. Any matter excluding this specification will be charged extra one main meter will be given by the Developer.
9. External painting of the building will be made at the last phase of the construction of the building.

SIXTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF THE CONSTRUCTION)

SPECIFICATION OF CONSTRUCTION

(ALL STANDING BUILDING MATERIALS WILL BE USED)

STRUCTURE & FOUNDATION	:	R.C.C Column foundation