

SL no - 70867/2020

I 824/2020



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

F 209778



Endorsement Sheet and signature sheet attached with the document are Part of the Document

Addl. Dist. Sub-Registrar  
Chandannagar Hooghly

27 FEB 2020

*Handwritten notes:*  
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**DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF MULTI-STORIED BUILDINGS (G+5)**

**THIS INDENTURE** is made at Bhadreswar, on this 25th day of February, 2020 (Two Thousand Twenty).

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20-2-2020

নম্বর ৫২০৮ তারিখ ইং ২০/২/ সন ২০২০

ক্রমে: Aditya Construction  
সাং: R B Avenue  
থানা: BHD

ভেঙার- শ্রী প্রবীর কুমার সাঁতরা  
মূল্য- ৫০০০/ মোকাম- চন্দননগর কোর্ট

P. S. Ambia

- P. S. Ambia  
Chairman  
BHADRESWAR MUNICIPALITY

3631/2020

- P. S. Ambia  
Chairman  
BHADRESWAR MUNICIPALITY

3632/2020

- P. S. Ambia  
Aditya Construction  
Mandira Bhattacharya  
Proprietor



3633/2020

- Pijush Kante Biswas  
Late Chandra Kanta Biswas  
of R.B. Avenue bye lane  
Lichubagan  
P.O. & P.S. - Bhadreswar  
Dist. Hooghly - Pin - 712129  
Occupation - Retired

Addl. District Sub-Registrar  
Chandannagar, Hooghly

25 FEB 2020



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**BETWEEN**

The **BHADRESWAR MUNICIPALITY** bearing PAN No. AAALB1044K, represented by its Chairman, **SRI PROLAY CHAKRABORTY** S/o Sri Sadhan Chakraborty permanent resident of 171, Arabinda Sarani (Palbagan), P.O. & P.S.-Bhadreswar, Pin-712124, Dist.-Hooghly, W.B, Aged about-42 years, by faith-Hindu, by profession - Social Worker, Nationality - Indian, having PAN No. AGRPC5408K and its office at 139, Grant Trunk Road, P.O. & P.S.-Bhadreswar, District-Hooghly. Pin-712124 hereinafter referred to as "**THE OWNER**" of the scheduled land property (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, successors-in-office, administrators and/or assigns) of the **FIRST PART.**

**AND**

**ADITYA CONSTRUCTION** a proprietorship Firm having a construction, developing and Labour Contracting business and its office at 24/1, R.B. Avenue Main Road, P.O. & P.S. - Bhadreswar, Dist-Hooghly, Pin-712124, represented by its' sole proprietor **MRS. MANDIRA BHATTACHARYA**, W/o. Sri Surajit Bhattacharya, aged about-57years, by faith-Hindu, by profession-Business, Nationality-Indian, residing at 572,

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Handwritten signature/initials in the left margin.



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R.B. Avenue, Lichubagan, P.O. & P.S. Bhadreswar, Dist-  
Hooghly, Pin-712124, PAN No.-AHWPB6977G (which term or  
expression shall unless excluded by or repugnant to the subject  
or context be deemed to mean and include its' heirs, executors,  
legal representatives, successors-in-office, administrators and/  
or assigns) hereinafter called as "**THE DEVELOPER**" of the  
**SECOND PART.**

**WHEREAS** the Bhadreswar Municipality is the exclusive  
owner/absolute possession of the piece and parcel of Viti land  
appertaining to R.S. Dag No. 581 bearing L.R. Khatian No. 1633,  
L.R. Dag No. 1000, Mouza- Bhadreswar, J.L. No.- 12, P.O. &  
P.S.- Bhadreswar, Dist.- Hooghly, Pin - 712124 having a volume  
of land more or less 13 Cottahs 09 Chatak, 36 Sft. Or 0.225  
Acre (More particularly described in the Schedule "A" hereunder),  
referred to as the scheduled land property is situated at 23/A,  
R.B. Avenue Main Road, adjacent to Bankim Abasan and  
Puroniketan (Flats and Shops) under Ward No. 20 of Bhadreswar  
Municipality.

**AND WHEREAS** the owner or The "First Party" being  
represented by its Chairman, Bhadreswar Municipality by issued  
a letter having reference to its Memo No. - 3845 dated  
15.07.2019 intimated to "**ADITYA CONSTRUCTION**" as The  
"Second Party" about the decision which has been taken in the  
BOC's meeting held on 19.06.2019 and as such the First Party,

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Chairman, Bhadreswar Municipality asked the proprietor of **ADITYA CONSTRUCTION** to submit a draft copy of agreement and buildings plan alongwith others programmes for the construction of the multistoried buildings purpose on the aforementioned scheduled property.

**AND WHEREAS** The Owner or The First Party has made out his marketable title to the demised premises (Scheduled land) free from all encumbrances, claims or reasonable doubts.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS MENTIONED BELOW :-**

1. In pursuance of this agreement and the consideration amount of money as agreed by the First Party is hereby enter into a contract with the Second Party (ADITYA CONSTRUCTION) for construction of multistoried buildingswithshop rooms along with the lift facility on the scheduled land property as described hereinabove.

2. To develop the Demised premises by construction of multistoried Buildings and structure or structures thereon consisting of several flats, shops, commercial space, garages and to excavate the premises for survey cleaning or for clearing around the site, would be beared by the 2<sup>nd</sup> Party (ADITYA

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CONSTRUCTION) as per necessity for the development of the property and to avoid any allegation.

3. Prior to start the abovementioned constructions the 2<sup>nd</sup> Party (ADITYA CONSTRUCTION) shall have to prepare the plan/plans by the competent Architect after the soil test of the demise premises.

4. Then the prepared plan/plans to be submitted according to soil testing report before the Sanctioning Authority, Bhadreswar Municipality or other Appropriate Authorities for the sanctioning purpose, by the Developer (ADITYA CONSTRUCTION).

5. The Second Party (ADITYA CONSTRUCTION) after demolished the existing occupiers' shops shall start the construction of multistoried buildings, with the lift facility, on the demised premises as mentioned herein above according to or in conformity with the plan/plans sanctioned by the Authorities concerned. On the ground floor new shop rooms as many as will fit there on shall be constructed by the Second Party (ADITYA CONSTRUCTION) and each shop room would be in size 80 (8'-0" x 10'-0") square feet and those shop rooms shall have to be constructed without fitting of shutter, connection of Electricity and any other amenities thereof.

6. It has been agreed by and between the 1<sup>st</sup> & 2<sup>nd</sup> Party that the First Party shall have no claim money on the sale price of

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the newly constructed shops on the ground floor of demised premises, or any other right associated thereto. As proposed by the first party it has also been settled by and between both the parties that on the ground floor of demised premises there would be a construction for using the municipal office room with attached Toilet measuring **250 (Two hundred fifty) Square feet** only would be in total under the possession of the 1<sup>st</sup> Party, Bhadreswar Municipality.

7. That the First Party shall be entitled to get constructed portion of the buildings at the ratio of 30% that would be calculated by measurement of total covered area based on the volume of constructions from the 1<sup>st</sup> floor up to the 4 floor as discussed. The Developer or the Second Party (Aditya Construction) shall have its share at the ratio of 70%.

8. And whereas the First Party inclined not to take any room out of the said constructed flats but in exchange of that the First Party has agreed to take money at the rate of **Rs.2000/- (Rupees Two thousand)** only per Square foot out of total covered area after the calculation of measurement based on the volume of constructions, and out of the calculated total payable amount 30% money for each flat or flats but not for the shops, shall have to pay proportionately to the 1<sup>st</sup> Party i.e. Bhadreswar Municipality by the 2<sup>nd</sup> Party (ADITYA CONSTRUCTION) at the time of registration of Sale/Purchase Deed will be executed by



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& between the Purchaser/Purchasers of Flat/Flats and the 1<sup>st</sup> Party (BHADRESWAR MUNICIPALITY) as the Owner & the 2<sup>nd</sup> Party (ADITYA COSNTRUCTION) as the Developer.

It has also decided by and between both the parties. (1<sup>st</sup> & 2<sup>nd</sup> party) herein all the transactions out of sale proceeds amount of full /part or payment as advance for booking the Flat/Flats or shop/shops, shall be paid by A/c payee cheques or Bank Drafts to the respective parties thereof. In case of any transactions shall be made either by part or full by cash then the receiver i.e. either 1<sup>st</sup> Party or the 2<sup>nd</sup> Party shall have to issue forthwith written receipt/receipts in favour of the payer/payers whoever as may be.

9. In question of deposit the share of fees on Account of Labour Cess it has been decided in presence of The First Party and Second Party, that both the parties will bear the equal share of total calculated amount of Cess that is to be deposited by both the parties with the respective Govt. Fund, excluding the share of the measurement of the office room to be taken by the 1<sup>st</sup>. Party, Bhadreswar Municipality.

10. After discussion between the First Party and Second Party, it has been decided that the plan/plants sanction fee/fees, for the said multistoried buildings would be constructed as per sanctioned shall not be taken from the Second Party ( ADITYA CONSTRUCTION ).

11. At the time of obtaining the completion certificate for the said construction of multistoried building the imposed requisite

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*Aditya*  
*Aditya*



fees shall be deposited by the Second Party (ADITYA CONSTRUCTION) as per rule except the constructed portion to be used as Office Room by the First Party i.e. Bhadreswar Municipality.

**The Parties hereby agrees to the following covenants :-**

- (a) The Developer or The Second Party Proprietor of (ADITYA CONSTRUCTION) shall pay all the maintenance charges of any impositions, assessments payable in respect of the multistoried buildings constructed thereon as long as the said constructed Flats/Shops would not be sold to any "Third Party". After the flats and shops are sold to the intending Third Parties and each party shall have the right severally and jointly to maintain the same according to the agreement/agreements to be executed or constituted by and between The Second Party (ADITYA CONSTRUCTION) and the third parties i.e. Purchaser/ Purchasers or users of the flats, and shop owners.
- (b) The Developer or The Second Party shall remain the absolute right to sale, dispose of or assign or alienate the flats and shops that would be constructed on the scheduled land as described hereinabove and to this effect any consultation or any consent, from the First Party or the owner of demised premises herein, shall not be mandatory.



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- (c) The Parties hereby agree that the First Party or The Owner of the demised premises by its duly authorized person or persons shall have the right to enter into the demised premises at any convenient time for inspection of the constructed building after serving a 15 days notice to The Second Party (ADITYA CONSTRUCTION) or the Developer herein.
- (d) That both the parties herein must have to ensure that the building would be constructed on the scheduled land shall be insured, against the loss or damages by fire or any other natural calamity, riot or affray, with an Insurance Company approved in writing in the joint names of the First and Second Party.
- (e) That both the Parties agreed that the demised premises or the constructed buildings would be used and utilized for commercial as well as residential purposes and any part thereof shall not be used for any illegal purposes.
- (f) That the Second Party or the Developer herein shall peacefully and quietly hold, possess and enjoy the demised premises, during the period of construction of the multistoried buildings as per sanctioned plan/plans without any interruption, claim or demand whatsoever by the First Party or any person of outsider. If any type of interruption, claim or demand occurs then the First Party shall have to solve the problem or problems as deem fit and proper.

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Aditya*

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- (g) That it is also settled and agreed by and between both the parties of this agreement that there will be a provision for installation of lift inside the construction of multistoried buildings, and after installation of lift, the maintenance cost and other electrical power consumption charges would be borne and is to be paid by the flat owners/users/shop owners only at the ratio of equal share/shares or as per agreement which would be executed by and between the Second Party (ADITYA CONSTRUCTION) and the flat/purchaser/purchasers of flats and shop/shops.
- (h) In accordance with the provisions of the West Bengal Municipal (Building) Rules, 2007 the critical criteria as mentioned in prescribed form of B vide rule 11(3) in this provision to follow up the mentioned points from A to Q, the First Party i.e. Bhadreswar Municipality will co-operate in all respect as and when necessary with the Second Party (ADITYA CONSTRUCTION) towards / after submission the plan/plans for sanction in respect of construction of multistoried buildings.
- (i) That both the parties herein shall be observed and performed the terms and conditions and stipulations herein contained and also thereon any respective part.
- (j) That the First Party herein shall not unreasonably withhold his consent/responsibility/Power in respect of construction

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of any structure, any problem or problems for sale, transferor assign, the demised premises, and shall have to grant as an absolute authority to the Developer or the Second Party to sale or transfer of any part of the constructed structures as may deem fit and proper.

12. It is hereby agreed that if any default is made by any party in making payment of the consideration amount, or in observance and performance of any of the terms and stipulations hereby contained and any part thereof must have to observed and performed by both the parties of this development agreement, on each default, the parties heretoshall be entitled in addition to or in the alternative to any remedy that may be available to them.
13. That in terms and conditions as stipulated in this Development Agreement and those has been agreed by and between the parties, if any terms and conditions as discusses gets violated then the 1st. party shall have the right to terminate the said agreement by giving a notice in writing of a period of 15 days showing its intention of terminate the same and the 1st. party is also entitled to take action as per due process of law. The 2nd Party to comply with or to carry out the clause of covenants and conditions or stipulations, shall have right to issue notice to the First Party within fifteen days from the date of service

*Noted for*



of any structure, any problem or problems for sale, transferor assign, the demised premises, and shall have to grant as an absolute authority to the Developer or the Second Party to sale or transfer of any part of the constructed structures as may deem fit and proper.

12. It is hereby agreed that if any default is made by any party in making payment of the consideration amount, or in observance and performance of any of the terms and stipulations hereby contained and any part thereof must have to observed and performed by both the parties of this development agreement, on each default, the parties heretoshall be entitled in addition to or in the alternative to any remedy that may be available to them.
13. That in terms and conditions as stipulated in this Development Agreement and those has been agreed by and between the parties, if any terms and conditions as discusses gets violated then the 1st. party shall have the right to terminate the said agreement by giving a notice in writing of a period of 15 days showing its intention of terminate the same and the 1st. party is also entitled to take action as per due process of law. The 2nd Party to comply with or to carry out the clause of covenants and conditions or stipulations, shall have right to issue notice to the First Party within fifteen days from the date of service

*Noted for*



of such notice, then the 1st Party shall not be entitled to take possession of the said premises and building with flats or shops until the mutually disposal.

14. That the right of termination shall be devolved upon the Second Party whereby also.

15.1. Be it expressly mentioned that the owner of the scheduled land i.e. the 1st. party will have absolute right to transfer all the Developed and constructed property, but simultaneously must have to follow the terms and conditions already mentioned under the serial Nos 5, 6,7 & 8 of this agreement and also at their discretion may execute and register a revocable Power of Attorney in favour of the developer and allow to make over the constructed buildings for transfer the developed property.

15.2. The Owner of the Scheduled property will be bound to execute for transfer the developer's scheduled allocated area as mentioned in this Development Agreement.

15.3. The Developer (Aditya Construction) is also bound to execute as confirming party in relation to every Deed of transfer of this Developed Property.

15.4. If the Attorney self is the Developer who transfer the owner's allocated area, then the Developer is bound to deposit the amount of sale proceeds to the owner's Bank Account but the 2<sup>nd</sup> party (DEVELOPER) must have to comply the terms and conditions already decided and

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mentioned in this development agreement according to the serial no.5, 6, 7 & 8.

15.5. And if the owner i.e. the 1st. Party hereto shall transfer the Developers allocated area, then the 1st. Party is bound to handover the entire sale proceeds amount to the Bank Account of Developer, Aditya Construction, by A/c Payee Cheque or Cheques.

16. That this Registered Development Agreement along with The Power of Attorney if any, be executed or registered by and between both the parties hereto the original copy of both the registered documents shall be retained by the Developer (Aditya Construction) and the certified copy of both the documents will be kept by the Owner i.e. the First Party, Bhadreswar Municipality and the cost of certified copies to be paid by the 1<sup>st</sup> Party, Bhadreswar Municipality.

**THE SCHEDULE REFERRED TO ABOVE AS  
THE DEMISED LAND DESCRIBED IN DETAILS  
MARKED AS "A" HEREUNDER ALSO.**

All that alienate piece and parcel of Viti land in nature appertaining to R.S. Dag No. 581 bearing L.R. Khatian No.-1633, L.R. Dag No.-1000, J.L. No.- 12, Mouza - Bhadreswar,

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M. K. Singh  
Adv.



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P.O. & P.S. - Bhadreswar, Dist. - Hooghly, Volume of land more or less 13 Cottahs 09 Chatak, 36 Sft. or 0.225 Acre, is situated at 23/A, R.B. Avenue Main Road, adjacent to Bankim Abasan and Puroniketan (Flats and Shops) under Ward No.-20 of Bhadreswar Municipality and within the jurisdiction of A.D.S.R. Officer, Chandernagore, Hooghly.

**This scheduled land Property has its existing position**

**with bounded on :-**

EAST SIDE by : Puroniketan ( Municipal Flats and Shops).  
WEST SIDE by : Approx. 6' (Six Feet) Municipal Road.  
NORTH SIDE by : Bankim Abason (Municipal Flats & Shops).  
SOUTH SIDE by : R.B. Avenue Main Road.

**IN WITNESS WHEREOF**, the Owner and the Developer (both the parties) herein have put their respective hands and signatures in presence of the following witnesses. The Owner and the Developer has caused its common seal to be affixed hereunder on the day, month and year first herein above written.

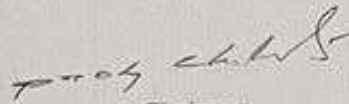
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Signatures and the full postal

Address of WITNESSES

1. Nawar Akhlaq Ansari  
Head Clerk  
Bhadreswar Municipality

  
Chairman  
BHADRESWAR MUNICIPALITY

SIGNED AND VERIFIED BY THE  
OWNER AS THE FIRST PARTY,  
CHAIRMAN, BHADRESWAR  
MUNICIPALITY.

2. Manj Khan Shie  
Accountant  
Bhadreswar  
Municipality

Aditya Construction  
Mandira Bhattacharya  
Proprietor

SIGNED AND DELIVERED BY THE  
PROPRIETOR OF ADITYA  
CONSTRUCTION, AS THE SECOND  
PARTY AS WELL AS DEVELOPER.

Drafted by me : Nimai Chandra Hayer

Advocate, Chandannagar Court  
Dep. No. 1576/81.

Computer/typed by me:-

Talab Kundu  
Chandernagore, Hooghly.