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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL  
 15/3/19  
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Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

*[Handwritten Signature]*

Additional District Sub-Registrar,  
 Garia South 24 Parganas

15 MAR 2019

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT made on this 15<sup>th</sup> day of March 2019 (Two Thousand and nineteen) of the Christian Era;

**-BETWEEN-**

*[Handwritten Signature]*  
 Niley Sealchaper

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NAME.....  
 ADD.....  
 Rs.....  
 14 MAR 2019  
**S. CHATTERJEE**  
 Licensed Stamp Vendor  
 C. O. Court  
 2 & 3, K. S. Roy Road, Kol-1.

14 MAR 2019

14 MAR 2019



Subin Kumar Bandyopadhyay  
 23/9, Nakatala Road,  
 kab-47

Additional District Sub-Registrar,  
 Garia South 24 Parganas

15 MAR 2019

s/o - Late Murari Mohan Bandyopadhyay  
 P.O - Nakatala  
 P.S - Netaji Nagan

- (1). **SRI HARADHAN BHATTACHARJEE** (PAN. ACYPB5806H and Mobile No. 9561925809), son of Late Rampada Bhattacharjee (Bhattacharya) also known as Santuram Bhattacharjee by faith Hindu, by nationality : Indian , by occupation : retired pensioner, residing at Boral Bhattacharya Para, P.O. Boral, Ward No. 34, P.S. Narendrapur ( formally Sonarpur Police Station), District : South 24 Parganas, Kolkata 700154. (2) **SRI PRASANTA KUMAR BHATTACHARJEE** also known as **PRASANTA KUMAR BHATTACHARYYA** (PAN. ADTPB6296M and mobile No. 9874334297), son of late Rampada Bhattacharya by occupation retire pensioner by faith Hindu, by Nationality India, residing at Boral Bhattacharya Para, P.O. Boral, Ward No. 34, P.S. Narendrapur (formally Sonarpur Police Station), District : South 24 Parganas, Kolkata 700154 (3) **SMT. SREEMOLY CHAKRABORTY** (PAN ALTPC0004A and Mobile No 8981644819) wife of Abhijit Chakraborty by occupation House wife, by faith Hindu, by nationality : Indian, residing at A/91, Brahmapur, More, Brahmapur, P.O. & P.S. Brahamapur, Kolkata-700096, (4) **SMT. SREEPOLY BANERJEE**(PAN AYIPB5637J and mobile NO 9830539423) wife of Sri Satyajit Banerjee, by occupation housewife, by faith Hindu, by nationality Indian, residing at 189, Panchanantala Road, Paschim Putiari, P.O. and P.S. PachaimPutiari, Kolkata-700041 West Bengal, (5). **SRI SUSANTA BHATTACHARYYA** (PAN. ADKPB2823P and Mobile no 9830280033) also known as **SUSANTA KUMAR BHATTACHARYYA** son of late Biswanath Bhattacharyya, by occupation retired pensioner, by faith Hindu, by nationality Indian, residing at 401, SripurBagherkhole, Boral Bhattacharjee Para, P.S. Narendrapur (formally Sonarpur Police Station), P.O. Boral, District South 24 Parganas, Kolkata-700154 (6). **SMT. KALYANI MAJHI** (PAN: DJVPM7769B and Mobile No. 9674176075) wife of Sri Sannyasi Majhi by occupation- Housewife by faith Hindu, by nationality- India, residing at Boral, Bhattacharjee Para, Rajpur-Sonarpur Municipality, P.S. Narendrapur (formally Sonarpur Police Station),

Kolkata- 700154, South 24 Parganas, West Bengal, hereinafter called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, survivors, administrators, representatives and assigns) of the **FIRST PART**.

**AND**

**M/S. ENESS ENGINEERS (PAN. AGLPB2106M)** a proprietorship firm represented by its sole Proprietor **SRI NILOY BHATTACHARYA (PAN. AGLPB2106M** and Mobile no. 9903900178), son of Late Nirapada Bhattacharya having its office at 14M, Naktala Road, P.O.- Naktala, P.S.- Patuli now Netaji Nagar, Kolkata- 700 047, herein after called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, survivors, representatives and for assigns) of the **OTHER PART**.

**WHEREAS** That the Owner No. 1 **SRI HARADHAN BHATTACHARJEE** son of Late Rampada Bhattacharjee absolutely seized and possess of the 1<sup>st</sup> schedule of propertyad-measuring an area of 3 (Three) Kattahs, 00 (zero) Chittacks and 00 (zero) Square feet be the same a little more or less together with Old Tile Shed Building/Structure of 150 Square feet standing there on and lying and situate at Mouza SripurBagherkhole , J.L. No. 59, in Re.Sa. No. 172, R.S. Dag NO. 137, R.S. Khatian no. 437, L.R. Khatian no. 1077, L.R. Dag No. 388/2666, P.S. Narendrapur ( formally Sonarpur Police Station), District : South 24 Parganas within limit of Rajpur-Sonarpur Municipality, Ward No. 34 Holding No. 400 under A.D.S.R. Sonarpur by virtue of gift deed which was registered with the Office of the Additional District Sub-Registrar at Sonarpur and recorded there in Book No. I, Volume No.115, fPages from 155 to 157, Being No. 8091 for the Year 1976 of the said Office.

**AND WHEREAS** the owners no 2 to 4 are under mentioned **second schedule of property** , are the father and daughters namely, (1) SRI PRASANTA KUMAR BHATTACHARJEE also known as PRASANTA KUMAR BHATTACHARYYA (2) SMT. SREEMOLY CHAKRABORTY (3) SMT. SREEPOLY BANERJEE.

**AND WHEREAS** SRI PRASANTA KUAMR BHATTACHARJEE got **ALL THAT** piece and parcel of revenue paying bastu land ad-measuring an area of 1 (One) Kattahs, 13(thirteen) Chittacks and 37 (thirty-seven) Square feet with single storied building measuring about 650 sq.ft. standing there on and lying and situate at Mouza SripurBagherkhole , J.L. No. 59, in R.S. Dag No. 137 , R.S. Khatian no. 437, L.R. Khatian no. 2839, L.R. Dag No. 388/2666, P.S. Narendrapur ( formally Sonarpur Police Station), District : South 24 Parganas within limit of RajpurSonarpur Municipality , Ward No. 34 Holding No. 398. by virtue of a registered partition deed which was duly registered on 27<sup>th</sup> day of September 1991 in the office at D.S.R. Alipore, South 24 Parganas and recorded in Book no.1, volume no. 225 pages no. 378 to 379, Being No.14798 for the year 1991.

**AND WHEREAS** One Sri Pankaj Kumar Bhattacharyya son of late Rampada Bhattacharjee got **ALL THAT** piece and parcel of revenue paying bastu land ad-measuring an area of 1 (One) Kattahs, 12(twelve ) Chittacks and 15 (fifteen) Square feet with one room pacca room measuring about 126 sq.ft. standing there on and lying and situate at Mouza SripurBagherkhole , J.L. No. 59, in R.S. Dag No. 137, R.S. Khatian no. 437, P.S. Narendrapur (formally Sonarpur Police Station), District : South 24 Parganas within limit of RajpurSonarpur Municipality. Ward No. 34 Holding No 399.( old 401) by virtue of a registered partition deed which was duly registered on 27<sup>th</sup> day of September 1991 in the office at D.S.R. Alipore, South 24 Parganas and recorded in Book no.1 volume no. 225 pages no. 378 to 379, Being No.14798 for the year 1991.

**AND WHEREAS** Sri Pankaj Kumar Bhattacharyya son of late Rampada Bhattacharjee executed a registered deed of settlement on 12th day of March 1998 which was duly registered in the office at D.S.R. Alipore , South 24 Parganas and recorded in Book no. 1 volume no. 95 pages from 165 to 176 being no. 2103 for the year 1998 in favour of his brother's wife , Srimati Minoti Bhattacharjee wife of Sri Prasanta Bhattacharjee a piece and parcel of revenue paying bastu land ad-measuring an area of 1 (One) Kattahs, 12(twelve) Chittacks and 15 (fifteen) Square feet with one room pacca room measuring about 126 sq.ft. standing there on and lying and situate at Mouza SripurBagherkhole, J.L. No. 59, in R.S. Dag No. 137, R.S. Khatian no. 437, P.S. Narendrapur (formally Sonarpur Police Station), District: South 24 Parganas within limit of Rajpur Sonarpur Municipality, Ward No. 34 Holding No. 399.( old 401.

**AND WHEREAS** The said Minoti Bhattacharjee died on 12/12/2014 leaving behind her husband SRI PRASANTA KUMAR BHATTACHARJEE also known as PRASANTA KUMAR BHATTACHARYYA two married daughters (2) SMT. SREEMOLY CHAKRABORTY (3) SMT. SREEPOLY BANERJEE.

**AND WHEREAS** Prasanta Kumar Bhattacharjee became owner of 2 cottah 7 chittack 12 sq.ft. by virtue of partition deed no. 14798 for the year 1991 and inheritance right after demise of his wife. Other legal heirs SMT. SREEMOLY CHAKRABORTY and SMT. SREEPOLY BANERJEE inherited measuring about 9 chittak 20 sq.ft. each, the owner no. 2 to 4, that is SRI PRASANTA KUMAR BHATTACHARJEE also known as PRASANTA KUMAR BHATTACHARYYA, SMT. SREEMOLY CHAKRABORTY and SMT. SREEPOLY BANERJEE became owners of measuring about 3 cottah 10chittack 7 sq.ft. along with structure 776 sq.ft. Mouza SripurBagherkhole , J.L. No. 59, in R.S. Dag No. 137 , R.S. Khatian no. 437, corresponding to

L.R.Dag 388/2666 L.R. Khatian no. 2838 and 2839 P.S. Narendrapur (formally Sonarpur Police Station), District : South 24 Parganas within limit of RajpurSonarpur Municipality , Ward No. 34 Holding No. 399.( old 401) and 398.

**AND WHEREAS** the erstwhile owner, Pankaj Kumar Bhattacharyya became absolutely owner of the said property measuring about 1 cottah 12 chittack 15 sq.ft., Prasant Kumqar Bhattacharjee became absolutely owner of 1 cottah 13 chittack 37 sq.ft. and other co-share, Susanta Kumar Bahattacharjee became absolute owner of measuring about 1cottah 15 chittack 40sq.ft. as per previous registered deed the land area was by virtue of the Deed of partition which was executed on 27<sup>th</sup> day of September 1991 and recorded in book no. 1 volume no. 225 pages from 378 to 379 being no. 14798 for the year 1991 .

**AND WHEREAS** the erstwhile Susanta Kumar Bahattacharjee son of late Ram Pada Bhattacharjee became absolutely owner of 1 cottah 15 chittack 40 sq.ft. by virtue of partition deed No. 14798 for the year 1991 and he sold out to Susanta Bhattacharyya son of late Biswanath Bhattacharyya the owner no.5 measuring about . 01 (one) Kattahs, 15 ( fifteen) Chittacks and 16 Square feet) out of 1 cottah 15 chittack 40 sq.ft. as per physical measurement.

**AND WHEREAS** the owner no. 5, namely SRI SUSANTA BHATTACHARYYA also known as SUSANTA KUMAR BHATTACHARYYA son of late Biswanath Bhattacharyya is owner of 3<sup>rd</sup> schedule of property hereinunder, that is, piece and parcel of revenue paying bastu land ad-measuring an area of 01 (one) Kattahs, 15 (fifteen) Chittacks and 16 Square feet together with 150sq.ft. Asbestos Shed and partly R.C. Roof measuring about 300 sq.ft. cover areas standing there on and lying and situate at Mouza SripurBagherkhole , J.L. No. 59, Touzi no. 1, comprising in R.S. Dag No. 137(Part) , R.S. Khatian no. 437, P.S. Narendrapur (formally Sonarpur

Police Station), District : South 24 parganas within limit of RajpurSonarpur Municipality , Ward No. 34 Holding No. 401 under A.D.S.R. Sonarpur by virtue of Sale Deed which was executed on 21<sup>st</sup> day of October 2003 executed by particulars entered in Bookno.I, Volume No. 14, Page Nos. 1107 to 1119, being no. 02269 for the year 2004 registered in the office of the sub-Registrar at Alipur, 24 Parganas South.

**AND WHEREAS** the owner no. 6 namely Kalyani Majhi wife of Sri Sannyasi Majhi purchased the 4<sup>th</sup> schedule of property herein under from (1) Sri. Gopal Sarkar, (2) Kumari Sathi Sarkar (3) Sri Kajal Choudhry, a schedule of land ad-measuring an area of 1(one) Kattahs 5 ( five) Chittacks and 37 (thirty seven) Square feet be the same a little more or less together with 150 sq.ft. Asbestos Shed cover areas standing there on and lying and situate at Mouza SripurBagherkhole , Re.Sa. No. 172, J.L. No. 59, Touzi no. 1, comprising in R.S. Dag No. 137(Part), R.S. Khatian no. 437, P.S. Narendrapur (formally Sonarpur Police Station), District : South 24 parganas within limit of RajpurSonarpur Municipality, Ward No. 34 under D.S.R. – IV, Alipore, South 24 parganas by virtue of sale deed which was registered in the office at D.S.R. Alipore and recorded in book no. 1, volume no. 84 pages from 217 to 230 being no. 3281 for the year 2001.

**AND WHEREAS** the owners no.1, 2, 3 , 4 ,5 and 6 were separately owner of the 1<sup>st</sup> , 2<sup>nd</sup> , 3<sup>rd</sup> and 4<sup>th</sup> schedule of property herein under and they are acquiring the lawful right, bonafide interest, marketable title and peaceful physical possession in respect of their respective Plots of Land in the manner stated herein before, became its lawful Owners. They are in physical possession, occupation and enjoyment thereof free from all encumbrances to the exclusion of all other upon payment of requisite Municipal/Statutory rates, rents and taxes there for till date as respective bonafied Assessee thereof.



**AND WHEREAS** the owners No. 1, 2, 3, 4, 5 and 6, the lawful Owners and holders of their respective adjacent Plots of land lying under the self-same R. S. Dag/Plot and R. S. Khatian Number now, felt and realized that, as their above stated 4 (four) separate Plots of Land are lying adjacent to each other under the self-same R.S. Khatian No. 437 and Re.Sa. Dag No. 172, R.S. Dag NO.137 (part) and correspondent to L.R. Dag NO. 388/2666, it would be better, convenient and more beneficial for the common interest of all of them to amalgamate their said 4 ( four) adjoining Plots of Land as 1 (One) Single holding so to facilitate and utilize the total area of 11 (eleven) Kattahs, 7 ( seven ) Chittacks and 09 ( nine ) Square feet of Land be the same a little more or less in more gainful manner by constructing there upon a Multi-Storied Building/s in accordance with one sanctioned Building Plan of the Competent Municipal Authority.

**AND WHEREAS** in view of the above stated facts and circumstances all of them Jointly and severally by swearing the **amalgamation deed which was duly registered in the office at A.D.S.R. Garia, South 24 Parganas, recorded in Book no. 1. Volume No. 1629-2018 pages from 1991 to 2033 being No162900025 for the year 2018** and categorically declare that, for the joint benefit and common interest of all of them. They are lawful Assessee, Holder and Occupier on their free will and consent agreed and decided to amalgamate their aforesaid 4 (four) separate Plots of Land (lying adjoining to each other under same R. S. Khatian and R. S. Dag Number) comprising total Land area of 11 (eleven) Kattahs, 7 (seven) Chittacks and 09 (nine) Square feet be the same a little more or less and more particularly described in the fifth Schedule written herein after and to treat the same as 1 (One) Single Plot/holding because such amalgamation will be regarded as beneficial for all of them and further enable them to utilize their land in more better and gainful manner by constructing there upon a Multi-Storied building in accordance with

the sanctioned Building Plan of the Competent Municipal Authority without causing any harm or disturbance to the neighbouring Plot holders.

**AND WHEREAS** now the land owners jointly intended to develop the under mentioned 5<sup>th</sup> schedule of property in physical measuring about 11 Kattahs, 07 Chittacks and 09 Square feet (8244 Sft.) be the same a little more or less comprising to measuring about 9 cottah 15 chittack 15 sq.ft. land together with common passage measuring about 1 cottah 7 chittack 39 sq.ft. in between the amalgamated plots) lying and situate at Mouza Sripur Bagherkhole, J.L. No. 59, Touzi no.1, comprising in Re.Sa. Dag No. 172 R.S. Dag NO.137 correspondence to L.R. Dag no. 388/2666 R.S. Khatian no. 437, L.R. Khatian no.1077, 2838, 2839 , P.S. Narendrapur (formally Sonarpur Police Station), District : South 24 Parganas within limit of Rajpur Sonarpur Municipality, Ward No. 34 Holding No. 400, 401, 398 and 399 Sripur Bagherkhole under A.D.S.R. Garia (previously Sonarpur) South 24 Parganas, Kolkata – 700154 by raising construction of a multi storied building due to paucity of funds and lack of experience, it is not possible on the part of the owner to develop the same and finding no other alternative they has decided to appoint a Developer who has to undertake the aforesaid job.

**AND WHEREAS** all the land owner muted jointly in the office of Rajpur Sonarpur Municipality as single plot measuring about 11 Kattahs, 07 Chittacks and 09 Square feet (8244 Sft.) be the same a little more or less in Mouza Sripur Bagherkhole , J.L. No. 59, Touzi no. 1, comprising in Re.Sa. Dag No. 172 R.S. Dag NO. 137 correspondence to L.R. Dag no. 388/2666 R.S.Khatian no. 437, L.R. Khatian no.1077, 2838, 2839, P.S. Narendrapur (formally Sonarpur Police Station), District : South 24 Parganas within limit of Rajpur Sonarpur Municipality , Ward No. 34 new holding no. 400, (old Holding No. 400, 401, 398 and 399) Sripur Bagherkhole under A.D.S.R. Garia (previously Sonarpur) South 24 Parganas, Kolkata – 700154

**AND WHEREAS** being the other part desires to Development of the under mentioned land and acceptance the same regarding the owners herein express their desire to develop the aforesaid land wherein under mentioned in 5<sup>th</sup> schedule by constructing a multi storied building thereon and the Developer accepted the said proposal and the Owners have decided to enter into Development Agreement with the Developer herein for the land mentioned above and explicitly in the 5<sup>th</sup> Schedule hereunder written and for the smooth running of the said project has agreed to execute a registered General Power of Attorney by which the landowners herein have appointed and nominated the Developer herein as his Constituted Attorneys and to avoid future contradiction and confrontation both the parties have agreed to execute a formal Development Agreement with proper notification of the allocation shared between the landowners and developer.

**AND WHEREAS** the said owners have entered into Development Agreement with the second party to developed and the terms and conditions mentioned for the purpose of developing the said property into a multi Storied Building consisting of several flats, shops and car parking spaces and also arrange for sale of undivided proportionate share of land including other land, easement rights, thereof as per the sanctioned Plan to the purchaser or to the Developer's.

**NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AS FOLLOWS :-**

#### **ARTICLE -1**

#### **DEFINITION**

1.1 **BUILDING** : shall mean multi storied building so to be constructed according to the plan, so to be sanctioned at the intense of the developer by the competent authority and so to be constructed on the said premises of the landowners morefully described in the First Schedule written herein below.

1.2 **COMMON FACILITIES AND AMENITIES** : shall mean entrance of the building, staircase, roof of the building, pump room, overhead water tank, water pump with motor and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

1.3. **SALEABLE SPACE** : shall mean the space within the building, which is to be available as an unit / flat /shop / Car parking for independent use and occupation in respect of Owner' Allocation & Developer's Allocation as mentioned in this Agreement.

1.4 **LANDOWNERS ALLOCATION**: The land owners shall get their share according to their land share as follows :

| Name of the land owner/owners                    | Allocated portion In Flat  | By kind of money Rs.  |
|--|--|---|
| (1) <b>SRI HARADHAN BHATTACHARJEE</b>            | 42% built up area in respect of quantum of land measuring about 3 cottah more or less which is consisting in 2BHK two flats one from 2 <sup>nd</sup> floor north side, and other from 3 <sup>rd</sup> floor , north side , and one car parking space at ground floor . | Rs 2,25,000/- before the time execution of this development agreement and Rs. 3,50, 000/ after commencement of construction work. |
| (2) <b>SRI PRASANTA KUMAR BHATTACHARJEE also</b> | 45% built up area in respect of quantum of land measuring about  |   |

|   |   |   |
|---|---|---|
| <p>know as PRASANTA KUMAR BHATTACHARYYA</p> <p>(3)SMT. SREEMOLY CHAKRABORTY (4)SMT. SREEPOLY BANERJEE</p> | <p>3 cottah 10chittack and 07 sq.ft. more or less which is consisting in 2BHK Three flats two from 2<sup>nd</sup> floor south west side and north west and other from 3<sup>rd</sup> floor , south east side , and two car parking space at ground floor in single row.</p> |   |
| <p>(5). SRI SUSANTA BHATTACHARYYA</p>   | <p>42% built up area in respect of quantum of land measuring about 1 cottah 15 chittack 16 sq.ft more or less which is consisting in 2BHK Two flats one from 1<sup>st</sup> floor south west side, and other from 3<sup>rd</sup> floor , south side :</p>                   | <p>Rs. 25,000/ before execution of this agreement and Rs. 75,000/ - at the time of executing and registration development agreement and the developer's development Power of attorney</p> |
| <p>(6). SMT. KALYANI MAJHI</p>  | <p>45% built up area in respect of quantum of land measuring about 1 cottah 5chittack</p>   | <p>Total refundable Rs. 1,00,000/ Rs. 25,000/ before execution of this agreement and</p>  |

|  |  |   |
|--|--|---|
|  | 37sq.ft. more or less which is consisting in 3BHK one flat from 1 <sup>st</sup> floor north west side, and one car parking space at ground floor . | Rs. 75,000/ - after commencement of construction work |
|--|--|---|

The land owners are entitle to get above mentioned flat with kind of money apart from the above mention, The developer shall bear monthly rent for temporary residential accommodation to the land owners .The said owners allocation will be delivered free of cost to the landowners by the developer as consideration for the construction and for transferring the built up area which includes proportionate share, stair case and common passage of land of the said building receivable by the developer/ promoter and morefully described in the Second Schedule written herein below.

**The land owners allocation shall be handed over within 36 months (3 years) from the date of sanction plan which is inclusive of all preventive situations like natural calamities, riots whatsoever.**

The land owners and the developer further jointly agree to execute separate supplementary development agreement, if any, addition and alteration for land owners' allocation, and /or in kind of money and/or any specific terms and condition without disturbing other land owners allocation

**1.5. DEVELOPER/PROMOTER'S ALLOCATION:** shall mean all the remaining constructed area of the proposed multi storied building, excluding Landowners' Allocation including the proportionate share of common facilities, common parts and common amenities of the building which is morefully described in Third Schedule written herein below.

1.6 **ARCHITECT /ENGINEER** : shall mean such person or persons being appointed by the Developer,

1.7 **TRANSFER** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the landowners as a transfer of space in the said building to intending purchasers thereof.

1.8 **BUILDING PLAN** : shall mean such plan for the construction of the multi storied building, which will be sanctioned by the concerned Authorities of the Rajpur Sonarapur Municipality in the name of the Landowners/Developer for construction of the building including its modification and amenities and alterations.

1.9 **PREMISES** : shall exclusively mean **ALL THAT** piece and parcel of bastu land measuring about 11 Kattahs, 07 Chittacks and 09 Square feet (8244 Sft.) be the same a little more or less in Mouza Sripur Bagherkhole , J.L. No. 59, Touzi no. 1, comprising in Re.Sa. Dag No. 172 R.S. Dag NO. 137 correspondence to L.R. Dag no. 388/2666 R.S.Khatian no. 437, L.R. Khatian no.1077, 2838, 2839, P.S. Narendrapur ( formally Sonarpur Police Station), District : South 24 Parganas within limit of Rajpur Sonarpur Municipality , Ward No. 34 new holding no. 400, ( old Holding No. 400, 401, 398 and 399) SripurBagherkhole under A.D.S.R. Garia ( previously Sonarpur) South 24 Parganas, Kolkata – 700154 morefully describe in the 5<sup>th</sup> Schedule hereunder written.

1.10 **BUILT UP AREA(For any individual unit)** : Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit and poporsonate area of common spaces, like stairs, lift, common passage, duct, etc.

1.11 **COVERED AREA** (For any individual unit) : Here covered area means total build up area for any unit excluding proportionate share of stairs, lobby, duct, lift shaft, etc.

1.12 **SUPER BUILT UP AREA** (For any individual unit) : Here Super Built Up area means the total covered area plus proportionate share of all common areas together with service area.

## **ARTICLE - II**

### **COMMENCEMENT**

2.1 This Agreement shall be deemed to have been commenced on and with effect from .....15<sup>th</sup>.....Day of ~~March~~ 2019 and the same to be completed within 24 months from the date of Sanctioned building plan by the concerned Authority and a grace period will be allowed for another 6 (Six) months if needed. The Land Owner Allocation to be delivered within the specific period.

## **ARTICLE - III**

### **LANDOWNER RIGHT & REPRESENTATION**

3.2. The said land premises is free from all encumbrances and the landowner have marketable title in respect of the said premises.

## **ARTICLE - IV**

### **DEVELOPER / PROMOTER'S RIGHTS**

4.1. The Developer / Promoter shall have authority to deal with the properties' in terms the agreement or negotiate with any person or persons other than land owners or enter into any contract or agreement or borrow money or take any advance against his allocation or acquired right under these agreement.

4.2. The landowners hereby grant permission, subject to what have been hereunder provided, exclusive rights to the promoter / developer to build new

Nikhil Shastri



building upon the said premises in accordance with the plan sanctioned by Authority of the Rajpur Sonarapur Municipality in the name of the landowners with or without any amendment and / or modification there to be made or caused to be made by the parties thereto.

4.3. All applications, plans and other papers and documents that may be required by the promoter / developer for the purpose of obtaining necessary sanction from the Authority concern shall be prepared and submitted by the promoter/ developer on behalf of the landowners and the landowners shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the developer/ promoter.

4.4. That the Developer shall carry total construction work of the proposed building at his own costs and will take the sale proceeds of Developer's Allocation exclusively.

4.5. Booking of flat/flats /shop/shops/car parking(s) from intending purchaser out of Developer's Allocation will be taken by the promoter / developer and the agreement with the intending purchaser will be signed in her own names on behalf of the landowners as a Registered Power of Attorney Holders.

4.6 The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the landowners. The profit & loss, earned from the project will be entirely received or borne by the promoter / developer and no amount will be adjusted from the Owners' Allocation on accounts of loss or vice versa on account of profit from Developer / Promoter's Allocation.

4.7 Promoter/Developer is empowered to collect consideration/earnest/advance money from the sale of Promoter's Allocation from the intending purchaser and

issue money receipt in his own names and moreover taking advance and full and final consideration from the intending purchasers for Developer's Allocation only.

4.8 On completion of the proposed building, when the flats are ready for giving possession to the intending purchasers, possession letters will be signed by the Developer / Promoter as the representatives and Power of Attorney holder of the landowners. The Deed of Conveyance will be signed by the Developer/ Promoter on behalf of and as representatives and registered Power of Attorney Holder of the landowners,

4.9 All construction cost will be borne by the promoter / developer. No liability on account of construction cost will be charged from land Owners' Allocation.

#### **ARTICLE - V**

#### **CONSIDERATION**

5.1 The Promoter have agreed to build the said proposed building at his own cost and expenses and landowners shall not be required to contribute any sums towards the construction of the said building or buildings on the said premises, and to commercially exploit the said premises the developer have agreed to provide the landowner the space defined in Owners' Allocation.

5.2 In consideration of the landowners having agreed to grant exclusive right for developing the said premises in addition to the Land Owners' Allocation as herein provided as mentioned earlier.

5.3 Apart from the aforesaid consideration, which has already been made, by the developer/promoter to the landowners, the promoter has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and/or this development agreement and such consideration for all practical purposes will be

deemed to be apparent consideration on the part of the Developer without any right of reimbursement from the owners as follows-

- (a) Space allocation to the landowners
- (b) Costs, charges and expenses incurred for construction, erection and completion of the said new building at the said premises.
- (c) Costs, charges and expenses on account of building plan or map prepared for the purpose of obtaining sanction by the appropriate Authority.
- (d) Costs, charges and expenses incurred for engagement of Engineers, if any and also sewerage, drainage and other connections.
- (e) Fees payable to Architect and/or the Engineer/ Engineers as also fees payable to the Authority concern for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connection.
- (f) Legal expenses incurred and paid for this Development Agreement and all other expenses and charges for the purpose of development of the said premises.
- (g) Cost of supervision of construction of the Owners' Allocation of the said premises.

5.4 The landowners having agreed to grant exclusive right for developing the said premises in term of these presents the developer has agreed, undertaken to build the said building at his own costs and expenses and the landowners will not be required to contribute any sum towards construction of the said building and or development of the land.

**ARTICLE – VI**  
**PROCEDURE**

6.1 The landowners shall grant to the developer Registered General development Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Authority concern and other authorities and also for selling, transferring and conveying Developer's Allocation and for executing deed of conveyance and handing over physical as well as legal and identical position of the Developer's Allocation to the intending purchaser/purchasers.

**ARTICLE - VII**  
**DEALING OF SPACE IN THE BUILDING**

7.1 The Developer shall on completion of their allocated portion of the new building put the land owners in undisputed possession of the Landowners' Allocation Together with all rights of the common facilities and amenities as mentioned earlier. Name of the building to be decided by the Developer.

7.2 The landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building.

7.3 The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the landowners and the landowners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

7.4 In so far as necessary all dealing by the Developer's in respect of the building including Agreement for Sale or any kind of transfer receiving advance money concerning Developer's Allocation shall be in the name of the landowners for which purpose of the landowners' undertake to give the

developer or the Developer's agent, a Registered General development Power of Attorney in a form and manner required by the Developer. It being understood that such dealing shall not in any manner fasten or create any financial liability upon the landowners. Provided However the cost of conveyance or conveyances including Non Judicial Stamps and Registration expenses and all other legal expenses shall be borne and paid by the developer or by the developer's such nominee or nominees.

### **ARTICLE - VIII,**

#### **PREPARATION OF LAND FOR CONSTRUCTION OF BUILDING AS PER SANCTION PLAN**

8.1 The developer shall prepared land for commencement of construction work of the amalgamated land . The entire cost shall be borne by the developer. That the developer will demolish all the existing structures on the schedule V below mentioned land at it's own cost and expenses and the Developer shall retain the demolished salvages in his custody. The developer shall recovery said expense/cost from selling of all those dismantled materials. The land owners shall not claim anything what so ever .

### **ARTICLE - IX,**

#### **NEW BUILDING**

10.1 The Developer shall at his own costs construct, and complete the new building at the said premises in accordance with the sanctioned plan with good and standard material as may be specified by the Engineer from time to time.

10.2 The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC/WBSEDCL and until permanent electric connection will be obtained temporary electric connection shall be

provide in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon. The permanent electric connection for installation of electricity transformer by developer the entire cost and expenses shall be borne by the respective all the flat(s)/unit(s) owners in proportionate share.

10.3 All costs, charges and expenses including Architect's fees shall be discharged and paid by the promoter and the landowner shall bear no responsibility in this context.

10.4 The landowners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said premises upto the date of this agreement. It is further agreed by and between the parties that the landowners will not pay any taxes as Municipal taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing in respect of the said properties would be borne by the promoter/developer from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the landowners and the promoter/developer the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of developer and area of landowners by the landowners and promoter and / or his/her/their nominees respectively. Up keep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portion thereof.

**ARTICLE - X,**  
**COMMON FACILITIES**

11.1 The promoter shall pay and bear the all Property taxes and other dues and outgoings in respect of the said premises according to dues as and from the date of execution of this agreement.

11.2 As soon as the allocated portion of the land owners flat at the said premises is completed the promoter/developer shall give written notice to the landowners requiring the landowners to take possession of the Owners' Allocation in the building within 30 days from the date of service of such notice and at all times there after the landowners will be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever payable in respect of the Owners Allocation only.

The developer shall not pay any rent for temporary accommodation thereafter what so ever after lapses of 30 days from date of notice .

11.3 The landowners and the developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the landowners and developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the landowners or the developer in this behalf.

11.4 As and from the date of delivery of possession, the landowners shall also be responsible to pay and bear and shall pay to the developer the service charges for the common facilities in the new building payable in respect of the land Owners Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges

and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, lift and other common facilities like other purchasers /owners /occupiers that if additional insurance premium is required to be paid for insurance of the building by virtue of any particulars and / or in the accommodation within the Land Owners' Allocation or any part thereof or any additional maintenance or repair is required by virtue whereof the landowners shall be exclusively liable to pay and bear the additional premium and / or maintenance or repairing charges as the case may be.

11.5 The landowners shall not do any act, deed or things, whereby the developer may be prevented from construction and completion of the said building.

#### **ARTICLE - XI, COMMON RESTRICTION**

12.1 The Land owners' Allocation in the building shall be subjected to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building which shall include as follows :-

12.2 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

12.3 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of *all others* in this behalf.



12.5 Both parties shall be comprised of abide by all laws, bylaws, rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws byelaws and regulations.

12.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.

12.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

12.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulated in or about the building or in the compound corridor or any other portion or portions of the building/premises.

12.9 The landowners shall permit the developer and its servants and agents with or without workman/workmen and others at all reasonable times to enter into and upon their Owner' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

**ARTICLE - XII,  
LAND OWNERS' OBLIGATION**

13.1 The landowners hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the building at the said premises by the developer.

13.2 The landowners hereby agree and covenant with developer not to do any act, deed or thing, whereby the developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the building at the said premises.

13.3 The landowners hereby agree and covenants with the developer not to let out, grant, lease, mortgage and / or charge the said premises or any portion thereof without the consent in writing of the developer during the period of construction.

13.4 The landowners shall permit the developer and its servants and agents with or without workmen and others at all reasonable times to enter into an upon the Owner Allocation and every part thereof for the purpose of repairing, maintaining building, cleaning, lighting and keeping in order and good condition any common facility and / or for the purpose of putting down maintaining, repairing and testing drains, with other neighbour plots in that case the area of the landowners will be proportionate to their land ratio and on agreement the landowners will give identical possession of existing land and also registered Power of Attorney in favour of the developer.

13.5 It is settled in between the parties herein that during the period of construction, if any disputes arise regarding the title of the land in question, the costs and consequences will be borne by the landowners herein,