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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

ONE HUNDRED RUPEES

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भारत INDIA

INDIA NON JUDICIAL

A.R.A. III

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पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

A6- 616178/2019

Additional Registrar of Assurances-III, Kolkata

Additional Registrar of Assurances

18 APR 2019

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made this the 18th day of April Two Thousand Nineteen (2019) BETWEEN

(1) **SRI SAJAL KUMAR ROY**, (PAN-ADJPR8040H), (2) **SRI SAMIR KUMAR ROY**,(PAN-AUIPR7797M) (3) **SRI SAMAR KUMAR ROY**, (PAN-AITPR4288G) all sons of Late Rabindra Nath Roy, (4a) **SRI ANJAN DEB**,(PAN-BHDPD8418G),(4b) **SRI JOY DEB**,(PAN-BQSPD 1618N) both sons of Late Amal Kumar Deb, (4c) **SMT. SWAPNA TALUKDAR**, **(PAN-AGGPT4650H)** wife of Sri Rajib Talukdar & daughter of Late Amal Kumar Deb, (5) **SMT. SAFALI MONDAL**, (PAN-BXFPM3821G) wife of Sri Paresh Ch. Mondal and Daughter of Late Rabindra Nath Roy & (6) **SMT. SONA RANI BASU**, (PAN-BWDPB0201L) wife Sri Ratan Bose & daughter of Late Rabindra Nath Roy, all by faith-Hindu, by occupation-Service, Business & Housewife respectively, residing at 21, Purbachal Kalitala Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, hereinafter 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, administrators, legal representatives and assigns) of the **FIRST PART**:

AND

M/S. SILICON CONSTRUCTION,(PAN-ACNFS1304A) a Partnership Firm, having its office at 28, North Purbachal South Cannel Road, P.O. Haltu, P.S.Garfa, Kolkata-700078, represented by its Partners namely (1) **SRI AJOY SARKAR**, (PAN-CHWPS1336Q) son of Late Sunil Sarkar, by faith-Hindu, by occupation-Business, residing at 28, North Purbachal South Cannel Road, P.O. Haltu, P.S. Garfa, Kolkata-700078 & (2) **SRI BIJOY MAJUMDER**, (PAN-BOAPM8231E),son of Sri Utpal Majumer, by faith-Hindu, by occupation-Business, residing at 21/1, Purbachal South Cannel Road, P.O. Haltu, P.S. Garfa, Kolkata-700078,hereinafter referred to as the '**DEVELOPER**' (which term or

expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors administrators, legal representatives and assigns) of the **OTHER PART**:

WHEREAS the father of Owner No.1,2,3,5 & 6 and Grand-father of the Owners No.4a.4b & 4c herein, Rabindra Nath Roy since deceased, was seized and possessed of or otherwise well and sufficiently entitled to certain, area of land measuring 18 Decimals, situated at Mouza–Kasba, J.L. No.13, Pargana–Kalikata, R.S. No.233, Touzi No.145, comprised in. Dag No.4143 appertaining to C.S. Khatian No.206 corresponding R.S. Khatian No.1776, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly Tollygunge then Jadavpur thereafter Kasba now Garfa, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24-Parganas, since South 24-Parganas, more fully described in the First Schedule hereunder written, by way of purchase from the then lawful owner Smt. Krishna Roy, wife of Sri Narendra Nath Roy by a Bengali Deed of Sale, dated 08.04.1980, registered in the office Sub-Registrar at Alipore and recorded in Book No.I, Volume No.68, page from 104 to 107, Deed No.1655 for the year 1980.

AND WHEREAS while the said Rabindra Nath Roy enjoyed the said land, died intestate leaving behind him surviving his wife Smt. Aruna Roy, three sons namely Sri Sajal Kumar Roy, Sri Samir Kumar Roy, Sri Samar Kumar Roy and three daughters Smt. Anjali Deb, since deceased, Smt. Safali Mondal, & Smt. Sona Rani Basu, the Owners no.1,2,3,5 & 6 herein as his only legal heirs and successors, who jointly inherited the said land left by the said deceased.

AND WHEREAS thereafter the said Smt. Aruna Roy died intestate leaving behind her said three sons and three daughters as her only legal heirs and successors.

AND WHEREAS the said Smt. Anjali Deb died intestate leaving behind her two sons Sri Anjan Deb, Sri Joy Deb and one daughter Smt. Swapna Talukdar, the Owners no.4a, 4b & 4c herein as her only legal heirs and successors, who jointly inherited the said 1/6th share in the said property left by the said deceased.

AND WHEREAS in the manner aforesaid, the owners herein seized and possessed of the said land physical measuring 8 Cottah 12 Chittak more or less and mutated their names in the office of the Kolkata Municipal Corporation in respect of the said land which has since been known and numbered as Municipal Premises No.21, Purbachal Kalitala Road, vide Assessee No.311061500216, having its postal address-21, Purbachal Kalitala Road, Kolkata-700078, upon payment of rates and also recorded their names in the office of the B.L. & L.R.O. vide Mutation Case No.1596 to 1603 of 2018.

AND WHEREAS the Owners are desirous of constructing a G+III storied building on the said land, but due to insufficiently fund, the Owners have placed their offer to the Developer to entrust the said development work with some terms and conditions and the Developer herein being satisfied regarding the right, title and interest of the said property accepted the said offer of the Owners herein under the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows:-

That in this agreement unless anything appears to be repugnant to the subject or context:-

ARTICLE – I : DEFINITION

1.1 OWNERS: shall mean and include the party of the First Part and their respective heirs and successors.

1.2 DEVELOPER: shall mean and include the Party of the Second Part and their respective heirs, executors, administrators, legal representatives and assigns.

1.3 SAID PROPERTY: shall mean and include the land measuring 8 Cottah 12 Chittak be the same a more or less together with the tile shed structure standing thereon, situated at Mouza–Kasba, J.L. No.13, Pargana–Kalikata, R.S. No.233, Touzi No.145, comprised in. Dag No.4143 appertaining to C.S. Khatian No.206 corresponding R.S. Khatian No.1776, being Municipal Premises No.21, Purbachal Kalitala Road, vide Assessee No.311061500216, having its postal address-21, Purbachal Kalitala Road, Kolkata-700078, under P.S. formerly Tollygunge then Kasba now Garfa, at present lying within the limits of the Kolkata Municipal Corporation Ward No.106,Sub-registry office at Sealdah, in the District of South 24-Parganas, fully described in the First Schedule hereunder written .

1.4 NEW BUILDING: shall mean and include such G+III storied building shall be approved by the parties hereto in respect of the said property to be constructed on the said land.

1.5 COMMON FACILITIES: shall mean and include corridors, stair-case, ways, landing, roof common passage, boundary wall, water reservoir, water tank, pump motor, electrical and sanitary

installations, fittings etc. and roof of the building and other facilities required for common enjoyment of the new building.

1.6 OWNERS' ALLOCATION: shall mean and include six number of self contained flats by following manner:

OWNER:

Sri Sajal Kumar Roy will get one flat, on First floor east-west-north Maa Kali Temple side and one Car Parking Space measuring about 110 sq.ft. more or less on the Ground floor of the said building;

Smt. Safali Mondal get one flat, on First floor flat (behind Flat of Sajal Kumar Roy) and one Car Parking Space, measuring about 110 sq.ft. more or less on the Ground floor of said building;

Sri Samir Kumar Roy will get one flat, on Second floor East-west- north Maa Kali Temple side and one Car Parking Space measuring about 110 sq.ft. more or less on the Ground floor of the said building;

Sri Anjan Deb, Joy Deb and Swapna Talukder jointly get one flat, on Second floor flat (behind Flat of Samir Kumar Roy) and one Car Parking Space, measuring about 110 sq.ft. more or less on the Ground floor of said building;

Smt. Sona Rani Basu will get one flat, on Third floor east-west-north Maa Kali Temple side and one Car Parking Space measuring about 110 sq.ft. more or less on the Ground floor of the said building;

Sri Samar Kumar Roy get one flat, on Third floor flat (behind Flat of Sri Anjan Deb, Joy Deb and Swapna Talukder) and one Car Parking Space, measuring about 110 sq.ft. more or less on the Ground floor of said building together with undivided proportionate

share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building.

A sum of Rs.11,00,000/-(Rupees Eleven Lakh) only as and by way of non-refundable money, paid by the Developer to the Owners namely (i)**Sri Sajal Kumar Roy,**(ii) **Sri Anjan Deb, Joy Deb and Swapna Talukder ,(iii) Sri Samir Kumar Roy , (iv) Sri Samar Kumar Roy,**(v) **Smt. Safali Mondal and** (vi) **Smt. Sona Rani Basu**) at the time of signing this Agreement.

1.7 DEVELOPER'S ALLOCATION: shall mean and include save and except the Owners' allocation, the remaining constructed area of the proposed G+III storied building together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building. The Developer has full right to sale their allocation which is mentioned above and the owners have no objection for the same.

1.8 BUILDING PLAN: shall mean and include the plan approved by the parties hereto for construction of the said new building and/or modified plan as may hereafter be approved by the parties hereto.

ARTICLE- II; DATE OF COIMMENCEMENT

2.1 This agreement shall be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developer's allocation is sold or transferred to the intending purchasers.

ARTICLE –III: OWNERS' REPRESENTATION

3.1. The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled in respect of the landed property, more particularly described in the First Schedule hereunder written free from

all encumbrances and have not entered into any agreement or contract with any person or persons in respect of the said property and have not received any advance or part payment thereof.

3.2. The said land is not affected by any Scheme of acquisition or requisitioned of the State/Central Govt. or any local body/authority and the same has a clear and good marketable title therein.

ARTICLE-IV: DEVELOPER'S REPRESENTATION

4.1 The Developer have sufficient knowledge and experience in the matter of development/construction of immovable properties and construction of new building and also arrangement of sufficient funds for carry out the work of development of the said property and/or construction of the said new building.

ARTICLE –V: DEVELOPMENT WORK

5.1 The Owners hereby appoint the Party of the Second Part as the Developer and/or contractor, which the Developer hereby agreed and accept.

5.2 The Developer shall carry on or cause to be carried out the work of development in respect of the said property by constructing the building, having several self contained flats on the Ownership basis and will sell the flats and spaces together with undivided proportionate share or interest in the land of the new building in favour of the prospective purchaser or purchasers except the Owners' allocation.

ARTICLE –VI: DEVELOPER'S COVENANTS

6.1 The Developer shall at their own expenses shall complete and/or cause to be completed the construction of the said new building and

deliver the said Owners' allocation as stated hereinbefore within the **30 (Thirty)** months from the date of sanction of the building plan.

6.2 The Development of the said property and/or construction of the proposed new building shall be made by the Developer on behalf of the Owners or on account of the Developer himself or on account and/or on behalf of the intending purchaser or purchasers of the flats and spaces in the new building.

6.3 The Developer at their own costs and expenses apply for and obtain all necessary sanction and/or permission or No Objection Certificate from the appropriate authorities as may from time to time be necessary for the purpose of carrying out the work of development of the said property.

6.4 The Developer shall at their own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as may be required at the said building, but for supply of electricity in the new building, the Developer will apply to the electricity supply authority for obtaining the main connection or main meter and the said meter will be the common meter for all the occupiers of the proposed building, the individual meter to be installed at the cost of the Owners and/or intending purchasers and the Developer will co-operate for such installation of meter in their names.

ARTICLE-VII: OWNERS' COVENANTS

7.1 The Owners shall grant execute and issue a General Power of Attorney in favour of the Developer authorising and/or empowering the Developer to do all acts, deeds matters and things necessary for completion of the works of development of the said property and/or

construction of the said proposed new building and/or to sell the Developer's allocation as per terms of this agreement.

7.2 The Owners shall be bound if so required by the Developer, sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declaration to enable the Developer to apply for and obtain electricity, sewerage, water and other public utility services in or upon the said new building and/or to co-operate the developer for modification and/or rectification to the plan sanctioned by the Kolkata Municipal Corporation, and for all of these acts, deeds and things the Owners shall grant power of Attorney in favour of the Developer.

7.3 The Owners shall not in any manner obstruct the carrying out of the Development of the said property and/or construction of new building in or upon the said land as herein agreed. Moreover the Owners shall have no right to claim anything except the Owners' allocation in the said building.

7.4 The Owners deliver the original title deed and all other relevant papers and documents to the Developer for selling and transferring the said Developer's allocation and the Developer herein retain the said original papers and documents so long the said Developer's allocation is sold to the intending Purchaser or purchasers.

7.5 All the flats and other spaces of the proposed new building to be erected and sold by the Developer except the Owners' allocation with the proportionate share in the land to the intending purchaser or purchasers on whose account such flats shall be erected by the Developer.

ARTICLE-VIII: CONSTRUCTION